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CROWN EMPLOYEES (SKILLED TRADES) AWARD 2022**AWARD REPRINT**

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 1 July 2023.

E. ROBINSON, *Industrial Registrar*

Schedule of Variations Incorporated

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AWARD**Arrangement**

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PART B

RATES AND ALLOWANCES

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PART A

This award shall be known as the Crown Employees (Skilled Trades) Award 2022.

1. Definitions

- 1.1 For the purpose of this award, the definitions of the various classes specified in clause 3, Rates of Pay, of this award, shall be those which are contained in the respective State Craft Awards in relation to similar classes.
- 1.2 "Plant Mechanic" shall mean a Worker engaged in making, repairing, altering and testing metal parts (including electrics) of engine, frames, tracks, transmissions and auxiliaries of machines used on construction, earthmoving or similar operation.
- 1.3 Mechanical Tradesperson - Special Class means a Mechanical Tradesperson who is mainly engaged in any combination of installing, repairing and maintaining, testing, modifying, commissioning or fault finding on complex machinery and equipment which utilises hydraulic and/or pneumatic principles. They must be able in the course of such work to read and understand hydraulic and/or pneumatic circuitry that controls fluid power systems.

To be classified as a Mechanical Tradesperson - Special Class a tradesperson must have had a minimum of two years on-the-job experience as a tradesperson working predominantly on fluid power systems to enable the carrying out of such work with minimum supervision and technical guidance; and

Additionally, they must have satisfactorily completed a prescribed post-trades course or reached a comparable standard of skill and knowledge by other means including in-plant training or on-the-job experience.

- 1.4 Electronic Tradesperson - for the purpose of this definition "mainly engaged" means regularly over a period or intermittently during a week.
 - 1.4.1 "Electronic Tradesperson" means an electrical tradesperson who is engaged in applying their knowledge and skills to the task of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and the diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Electronic Tradesperson, the employee must have at least three years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition, must have satisfactorily completed a post trades course in electronics equivalent to at least two years' part time study. In addition, to be classified as an electronic tradesperson, a tradesperson must be capable of:

- (a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment;
- (b) Working under minimum supervision and technical guidance;
- (c) Providing technical guidance within the scope of the work described in this definition;
- (d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

2. Hours - Day Workers

- 2.1 Except as provided elsewhere in this Award the ordinary working hours shall be thirty-eight per week and shall be worked in accord with the following provisions for a four-week work cycle:

The ordinary working hours shall be worked as a twenty-day four-week cycle Monday to Friday inclusive with nineteen working days of eight hours each between the hours of 6.00a.m. and 6.00p.m. Employees shall be credited with 0.4 of one hour on each day worked. This time will accrue as an entitlement to take the fourth Monday in each cycle as a day off with pay.

By agreement in writing between the employer and the employee(s) an alternate day may be substituted for the fourth Monday. All provisions of the relevant award will apply to the alternate day as to the usual rostered day off (RDO).

The agreement regarding the substituted day shall be made at least seven (7) clear days prior to the date of the RDO.

Where an employee works on their rostered day off in accordance with this sub-clause, they may elect, where practicable, to have another day off before the end of the succeeding work cycle. In such a case the accrued entitlements are transferred to the substituted day off.

Provisions of subclause 2.5 shall not apply where 7 days clear notice is given in accordance with subclause 2.1 of this clause.

No later than the 1st December each year the employer organisation and the Unions NSW Building Trades Group of Unions shall meet to program the calendar so as to ensure that where appropriate rostered days off fall together with Public Holidays as prescribed in clause 11, Holidays and Sunday Work, of the award.

- 2.2 Where the fourth Monday or agreed RDO falls on a public holiday, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four-week cycle (or the next four-week cycle) is agreed in writing between the employer and the employee.
- 2.3 Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 2.4 Where an employee has not worked a complete 4 week cycle, they shall be entitled to pro-rata accrued entitlements towards an RDO for each day (or fraction thereof) worked or regarded as worked in the cycle. This provision will also apply to their entitlements on termination of employment.
- 2.5 In addition to their accrued entitlements, employees shall be paid at the rates for Saturday work as provided in Clause 9 of this award, if required by the employer to work on an accrued RDO. The requirement to work shall apply in circumstances where it is necessary to enable other workers to be employed productively, or to carry out maintenance outside ordinary working hours, or for any other reasons arising from unforeseen delays and/or emergency circumstances on a project.
- 2.6 A paid rest period of ten minutes shall be provided between 9a.m. and 11a.m. or at such earlier time as may be mutually agreed upon. Employees will be allowed a tea break during the afternoon period at a time to be arranged by the employer. The taking of the tea break shall not involve a complete stoppage

of work. Where the majority of employees on a particular site are covered by awards other than this award, the conditions for the taking of morning and afternoon rest breaks that apply to the majority shall be observed by mutual agreement.

- 2.7 Painters shall be allowed five minutes before lunch and before knock off time to clean and put away their brushes, tools, etc., and bridge and wharf carpenters shall be allowed five minutes before ceasing time to wash and put away gear.

3. Rates of Pay

An employee of a classification specified in Part B, Table 1 - Rates of Pay, shall be paid the weekly rate of pay assigned to that classification as shown in Table 1.

4. Allowances

- 4.1 In addition to the wages and tool allowances prescribed in Part B, Table 1 and Item 1 of Table 2 of this Award, the following special rates and allowances as set out in Part B, Table 3 - Allowances shall be paid to employees.
- 4.2 Carpenter Diver: The hourly rate of pay for a Carpenter Diver shall be calculated by adding the allowance rate specified in Item 1 of Part B, Table 3 to the weekly rate for a bridge and wharf carpenter and dividing the result by 31.
- 4.3 The following provisions shall apply when a bridge and wharf carpenter is called upon to work as a diver.
- (a) In the period before the lunch break, payment shall be at the carpenter-diver rate for all time worked, with a minimum payment of three hours.
 - (b) After the lunch break, payment at carpenter-diver rate is for time worked or for three hours, whichever is the greater.
 - (c) Where the employee undertakes work as a carpenter-diver both before and after the daily meal break on the same day, payment for the whole day of six hours twelve minutes shall be at the carpenter-diver rate.
 - (d) For any other work on a day during a period when not paid as a carpenter diver they shall receive the rates for a bridge and wharf carpenter.
 - (e) A carpenter-diver required on any day or shift to work at depths of twelve metres or over shall be paid a minimum of six hours twelve minutes at the Carpenter Divers' rate for such day or shift.
- 4.4 Electricians - An electrician who is the holder of a New South Wales Electrician's licence shall be paid the allowance rate specified in Item 2 of Part B, Table 3.
- 4.5 Lead Burner - The ordinary rates for lead burners shall be calculated by adding to the rate prescribed for journeyman plumbers in this award the allowance rate specified in Item 3 of Part B, Table 3.
- 4.6 Plumber and Drainer - The ordinary rate of wages for employees in each of the undermentioned classifications shall be calculated by adding to the rate specified in Part B, Table 1 the allowance rate specified in Item 4 of Part B, Table 3:
- 4.6.1 When required to act on their Plumber's licence;
 - 4.6.2 When required to act on their Gasfitter's licence;
 - 4.6.3 When required to act on their Drainer's licence;
 - 4.6.4 When required to act on their Plumber's and Gasfitter's licence;

- 4.6.5 When required to act on their Plumber's and Drainer's licence;
- 4.6.6 When required to act on their Gasfitter's and Drainer's licence;
- 4.6.7 When required to act on their Plumber's, Gasfitter's and Drainer's licence.
- 4.7 Electric Welding - An additional allowance as specified in Item 5 of Part B, Table 3 shall be paid to employees holding a Department of Industrial Relations oxy-acetylene or electric welding certificate and who operate at the skill levels required for the certificate. The allowance will be paid in addition to the rates for a journeyman/plumber contained in the award for work necessitating the holding of a certificate, supervision by a certificate holder or while supervising such work.
- 4.8 Boot or Shoe Repairer - A boot or shoe repairer who for the major part of the week is required to repair anatomical, surgical or orthopaedic boots or shoes shall be paid the allowance rate specified in Item 6 of Part B Table 3.
- 4.9 Shipwright-Boat builder - The ordinary rate of wages for Liner Off, Lofts person and Model Maker shall be calculated by adding to the rate prescribed in clause 3, Rates of Pay, the allowance rate specified in Item 7 of Part B, Table 3.
- 4.10 Computing Quantities - Employees, excluding leading hands and charge hands, who are regularly required to compute or estimate quantities or materials in respect to the work performed by the other employees shall be paid the allowance rate specified in Item 8 of Part B, Table 3.
- 4.11 Joiners, NSW Public Works: A Joiner employed in the NSW Public Works division of the Department of Finance, Services and Innovation shall be paid the allowance rate specified in Item 9 of Part B, Table 3. This rate is fixed for all purposes of the award.
- The provisions of this subclause shall only apply to a joiner when required to work at their regular place of employment.
- Where a joiner works away from their regular place of employment, a deduction specified in Item 9 of Part B, Table 3 shall be made from the allowance rate so specified for each day so worked.
- 4.12 Registration Allowance - A Plumber and/or Gasfitter and/or Drainer who is or will be required to be the holder of a Certificate of Registration shall be paid the allowance rate specified in Item 10 of Part B, Table 3. This allowance shall be paid for all purposes of the award with the exception of Clause 9, Overtime, and Clause 10, Shift Work, of this award. In this case it shall be paid as a flat rate for all hours worked.
- 4.13 Marking Off/Setting Out - A building tradesperson mainly employed marking and/or setting out work for other employees shall be paid the allowance rate specified in Item 11 of Part B, Table 3.
- 4.14 Cold Places - Employees working in places where the temperature is reduced by artificial means to less than 0 degrees Celsius shall be paid the allowance rate specified in Item 12 of Part B, Table 3. Where such work continues for more than two hours, employees shall be entitled to twenty minutes rest after every two hours work without loss of pay.
- 4.15 Confined Spaces - Employees required to work in a confined space shall be paid the allowance rate specified in Item 13 of Part B, Table 3. Confined space means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.
- 4.16 Dirty Work -
- 4.16.1 Work which is considered by both a supervisor and worker to be of a dirty or offensive nature by comparison with the work normally encountered in the trade concerned, and for which no other special rates are prescribed, shall be paid for by the allowance rate specified in Item 14 of Part B, Table 3.

In the case of disagreement between the supervisor and worker the latter shall be entitled within twelve hours to ask for a decision on their claim by the employer, their industrial officer, manager, superintendent or engineer. A decision shall be given on the worker's claim within twenty-four hours of its being asked for (unless the time expires on a non-working day, in which case it shall be given on the next working day) or else the said rate shall be paid. In any case where the union is dissatisfied with the decision of the employer, their industrial officer, manager or engineer, it shall have the right to bring such case before the Industrial Commission of New South Wales.

4.16.2 In addition to the minimum rates of pay specified by this award, a bridge and wharf carpenter shall receive an allowance as specified in Item 14 of Part B, Table 3 when working in the following circumstances:

- (a) when using creosote, tar, bitumen, wood preservative or any other material or liquid that is damaging to clothes or unduly objectionable to the employee or damaging to their tools; and
- (b) when working with materials which have been treated with any of the said substances in such a way as to pollute the clothes or the person of the employee or damage their tools.

4.16.3 Oil or other suitable solvents shall be provided by the employer free of charge to bridge and wharf carpenters to remove tar, bitumen, creosote or similar preparations from their persons.

4.16.4 In addition to the minimum rates of pay provided by this award, a special hourly allowance set out at Item 14 of Part B, Table 3 is available to a bridge and wharf carpenter in the following circumstances. The allowance is payable where the employee is working in such dirty or dusty conditions that they incur damage to their clothing or injuries to their person. This may include work on, or engagement in, construction, repair, demolition or renovation of coal hoppers or bins, or metal hoppers or bins, or on the repair, demolition or renovation of wharves or gantries, bridges, piers, towers or flying-foxes, jetties, dolphins or works of a like nature.

4.16.5 In the event of any dispute arising as to whether any work is of a character entitling a bridge and wharf carpenter to a special payment in terms of paragraphs 4.16.2 and 4.16.4 of this clause, the matter may be referred to the Industrial Relations Commission of New South Wales. A decision in respect of any claim shall be made by the employer or their engineer within forty-eight hours of the claim being made.

4.16.6 A Shipwright Boat builder who is:

- (a) stripping, caulking, tarring and sheathing on old work below the waterline;
- (b) doing work in connection with coal bunkers and holds in which coal has been carried and dirty steering gear;
- (c) doing work in connection with wooden ceilings in hatches, sheathing in holds, replacing timber on ceilings and sheathing in connection therewith (old work only);
- (d) doing work where laykold, risqué steel, never reust, adfast, wetted lead, on azote or any similar materials are used by shipwrights;
- (e) doing work with a portable sanding machine when an adequate dust catcher is not fitted to such machine;
- (f) doing work in places where bulk sugar, scrap iron, hides and cement have been carried;
- (g) doing work which is rendered unusually dirty by the presence of coal (other than Indian and South African);
shall receive a special hourly rate as set out at Item 15 of Table 3 whilst so employed in addition to the minimum rates of pay provided by this award.

- 4.17 **Height Money:** - Employees, working at a height of 7.5 metres from the ground, deck, floor or water shall be paid the allowance rates specified in Item 16 of Part B, Table 3. Height shall be calculated from where it is necessary for the employee to place his/her hands or tools in order to carry out the work to such ground, deck, floor or water. For the purpose of this subclause, deck or floor means a substantial structure that, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means in tidal waters mean water level. This subclause shall not apply to employees working on a suitable scaffold erected in accordance with the *Work Health & Safety Act 2011*.
- 4.18 **Hot Places:** - Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees and 54 degrees Celsius shall be paid the allowance rate specified in Item 17 of Part B, Table 3. In places where the temperature exceeds 54 degrees Celsius such employees shall be paid the allowance rate specified in Part B, Table 3.

Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to twenty minutes' rest after every two hours work without deduction of pay. The work supervisor will decide as to the temperature level, after consultation with the employees who claim the extra rate.

- 4.19 **Insulation Material:** An employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool or other recognised insulating material of a like nature, shall be paid the allowance rate specified in Item 18 of Part B, Table 3. This rate shall also apply to employees working in such close proximity so as to be affected by the insulating material.
- 4.20 **Smoke-boxes, etc.:** - Employees working on repairs to smoke-boxes, furnace or flues of boilers shall be paid an additional hourly allowance. An employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, shall, while working inside such boiler, be paid entitled to an allowance. The rates for both allowances are specified in Item 19 of Part B, Table 3.
- 4.21 **Wet Places:** -

4.21.1

- (a) An employee working in any place where water is continually dripping on the employee, or where there is water underfoot so that clothing and boots become wet, shall be paid the allowance rate specified in Item 20 of Part B, Table 3. This extra rate is not payable where an employee is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid at that rate for any part of the day or shift that they are required to work in wet clothing or wet boots.
- (b) Where a plumber is required to work in the rain he shall be paid the allowance rate specified in Item 20 of Part B, Table 3 for time so worked.

4.21.2 An employee who is called upon to work on a raft or open boat, or on a punt or pontoon having a freeboard of 305 mm or less shall be entitled to the allowance rate specified in Item 20 of Part B, Table 3.

4.21.3 An employee called upon to work knee-deep in mud or water, shall be paid at the rate of the allowance rate specified in Item 20 of Part B, Table 3. This subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.

4.22 **Acid furnaces, Stills, etc.:**

4.22.1 A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork, shall be paid the allowance rate specified in Item 21 of Part B, Table 3. This additional rate shall be regarded as part of the wage rate for all purposes of the award.

- 4.22.2 An employee engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid the allowance rate specified in Item 21 of Part B, Table 3. This additional rate shall be regarded as part of the wage rate for all purposes.
- 4.23 Towers Allowance:- An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower, water tower or silo over fifteen metres in height shall be paid the allowance rates specified in Item 22 of Part B, Table 3, for all work above fifteen metres.
- 4.24 Depth Money: - An employee working in tunnels, cylinders, caissons, coffer dams and sewer work, and in underground shafts exceeding 3 metres in depth shall be paid the allowance rate specified in Item 23 of Part B, Table 3.
- 4.25 Swing Scaffolds: - The allowance rates specified in Item 24 of Part B, Table 3 for the first four hours or any portion thereof, and for each hour thereafter on any day shall be made to any persons employed:
- (a) on any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc.
 - (b) on a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.
- 4.25.1 Solid plasterers when working off a swing scaffold shall receive an additional hourly payment as set out in Item 24 of Part B, Table 3.
- 4.26 Spray Application: - A painter engaged on all spray applications carried out in other than a properly constructed booth approved by the Department of Industrial Relations shall be paid the allowance rate specified in Item 25 of Part B, Table 3.
- 4.27 An allowance shall be paid as specified in Item 26 of Part B, Table 3 for all work, other than chokages, that is done in connection with lavatories, urinals, soil or waste pipes where used principally for venereal patients in hospitals or ships. The allowance need not be paid if suitable gloves and (where necessary) suitable boots are supplied to the employee concerned for use during such work. Gloves and boots remain the property of the employer.
- 4.28 Working Second hand Timber:- If, while working with second hand timber, a Bridge and Wharf Carpenter's tools are damaged by nails, dumps or other foreign matter in the timber, he/she shall be entitled to the allowance rate specified in Item 27 of Part B, Table 3 for each day upon which his/her tools are so damaged. Payment of the allowance is contingent upon the damage being reported immediately to the employer's representative on the job in order that the claim can be proved.
- 4.29 Roof Work:- Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid the allowance rate specified in Item 28 of Part B, Table 3.
- 4.30 Electric Welding - Plumbers: - A plumber engaged on electric welding applicable to plumbing shall be paid the allowance rate specified in Item 29 of Part B, Table 3 for the time so worked.
- Extra Rate Not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature, then only the highest of such rates shall be payable.
- Rates not subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed and shall not be subject to any premium or penalty conditions.
- 4.31 Explosive Powered Tools -
- 4.31.1 Employees required to use explosive powered tools shall be paid the allowance rate specified in Item 30 of Part B, Table 3.

4.31.2 If bridge and wharf carpenters are required to use power driven tools they shall be paid the allowance rate specified in Item 30 of Part B.

4.32 Scaffolding Rigging - An employee who is the holder of a scaffolding or rigging certificate issued by the Department of Industrial Relations and undertakes work that requires a person to have such a certificate, shall be paid the allowance rate specified in Item 31 of Part B, Table 3.

4.33 Corrective Establishments - An employee of the NSW Public Works division of the Department of Finance, Services and Innovation who is required to work in the maximum security sections of the following Corrective establishments - Cessnock, Goulburn, Lithgow, Mulawa, Parklea, Special Purpose Centre, Metropolitan Remand & Reception Centre, Metropolitan Special Programs Centre, Metropolitan Medical Transient Centre/Long Bay Hospital, Endeavour House and Minda Patterson House) and Bathurst shall be paid the hourly allowance rate specified in Item 32 of Part B, Table 3.

4.33.1 Mental Institutions - Employees of the NSW Public Works division of the Department of Finance, Services and Innovation working in mental institutions shall be paid the allowance rate specified in Item 32 of Part B, Table 3 in addition to all other rates payable under this award. This payment is not applicable to overtime or other penalty rates:

Payment under this subclause shall not be made in respect of work done in such areas as may be agreed upon between the respective unions and the Industrial Relations Secretary.

4.33.2 Geriatric Hospitals - Employees working or required to work in the following geriatric hospitals: namely, Allandale, Garrawarra and Strickland, shall be paid an allowance as set out in Item 32 of Part B, Table 3. Those working or required to work at Lidcombe Hospital shall be paid the allowance rate specified in Item 32 of Part B, Table 3, in addition to all other rates payable under this Award. This payment is not applicable to overtime or other penalty rates:

4.33.3

(a) A Plumber who shall be required to work in hot and/or cold water tanks for the purpose of the control of Legionella Pneumophilia shall be required to use and wear the appropriate respiratory equipment and safety clothing as directed by the Department of Health. They will be paid the allowance rate specified in Item 32 of Part B, Table 3, per hour or part thereof while undertaking such work.

The allowance prescribed by this subclause shall be in lieu of the special rates prescribed in subclauses 4.14, Cold Places, 4.15, Confined Spaces, 4.18, Hot Places and 4.21, Wet Places of this clause.

(b) An employee who is required to assist a plumber in the performance of work described in (a) above shall not be entitled to the allowance as so prescribed but shall be entitled to any other special rates prescribed under clause 4, Allowances, if applicable.

4.34 Distant Places -

4.34.1 All employees working in districts west and north of and excluding:

- (i) State Highway No. 17 from Tocumwal to Gilgandra
- (ii) State Highway No. 11 from Gilgandra to Tamworth
- (iii) Trunk Road No. 63 to Yetman and State Highway No. to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes.

shall be paid the allowance rate specified in Item 33 of Part B, Table 3.

4.34.2 All employees working the in Western Division of the State shall be paid the allowance rate specified in Item 33 of Part B, Table 3.

4.34.3 All employees working within the area bounded by and inclusive of:

- (i) Snowy River from the New South Wales border to Dalgety, then by road directly from Dalgety to Berridale
- (ii) on the Snowy Mountain Highway at Adaminaby to Blowering
- (iii) from Blowering southwest to Welaregang and on the Murray River
- (iv) in a south-easterly direction along the New South Wales border to the point of commencement.

shall be paid the allowance rate specified in Item 3 of Part B, Table 3 extra per day or part thereof.

4.34.4 Bridge and Road Construction: - Employees engaged on road and bridge construction and repair within the area bounded by and inclusive of

- (i) Queensland border on the north
- (ii) State Highway No. 9 from Tenterfield to Bendemeer on the west
- (iii) State Highway No. 11 from Bendemeer to Port Macquarie on the south
- (iv) the coastline from Port Macquarie to Tweed Heads on the east.

shall be paid the allowance rate specified in Item 32 of Part B, Table 3 per day extra.

4.35 Morgues - An employee required to work in a morgue shall be paid the allowance rate specified in Item 33 of Part B, Table 3, per hour whilst so employed.

4.36 Applying Obnoxious Substances -

4.36.1 An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid the allowance rate specified in Item 34 of Part B, Table 3.

4.36.2 In addition, employees applying such material in buildings which are normally air conditioned shall be paid the allowance rate specified in Item 34 of Part B, Table 3.

4.36.3 Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator. In addition, protective clothing shall be supplied where recommended by the NSW Department of Health.

4.36.4 Employees working in close proximity to employees so engaged shall be paid the allowance rate specified in Item 34 of Part B, Table 3.

4.36.5 For the purpose of this clause, all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

4.37 Bricklayers laying other than Standard Bricks - Bricklayers employed laying blocks (other than concrete blocks for plugging purposes) shall be paid the allowance rates specified in Item 35 of Part B, Table 3 in relation to the weight of the blocks.

- (a) Where the block weighs over 5.5 kg and under 9 kg.
- (b) Where the block weighs 9 kg or over and up to 18 kg.
- (c) Where the block weighs over 18 kg.

4.37.1 An employee shall not be required to lift a building block in excess of 20 kg in weight unless provided with a mechanical aid or an assistant. An employee shall not be required to manually lift any building block in excess of 20 kg in weight to a height of more than 1.2 metres above the working platform.

4.37.2 This subclause shall not apply to employees being paid the extra rate for refractory work.

4.38 Bagging - Employees engaged upon bagging bricks or concrete structures shall be paid the allowance rate specified in Item 36 of Part B, Table 3.

4.39 Cleaning down Brickwork - A bricklayer required to clean down bricks using acids or other corrosive substances shall be paid the allowance rate specified in Item 37 of Part B, Table 3. Employees will be supplied with gloves by the employer when undertaking such work.

4.40 Asbestos - Employees required to work with materials containing asbestos or to work in close proximity to employees using such materials shall be provided with, and shall use, all necessary safeguards as required by the appropriate occupational health authority. Where it is mandatory to wear protective equipment, the employees shall be paid the allowance rate specified in Item 38 of Part B, Table 3 whilst engaged on such work.

4.41 Pneumatic Tool Operation - A stonemason in New South Wales using pneumatic tools of 2.75 kilograms or over in weight shall be paid the allowance rate specified in Item 39 of Part B, Table 3 each day on which he uses such a tool.

4.42 Brick Cutting Machine - One bricklayer on each site to operate the cutting machine and to be paid the allowance rate specified in Item 40 of Part B, Table 3 per hour or part thereof while so engaged.

4.43 Asbestos Eradication -

This subclause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this award.

Asbestos eradication is defined as work on or about building, involving the removal or any other method of neutralisation of any materials that consist of, or contain asbestos.

All aspects of asbestos eradication work shall be conducted in accordance with the *Work Health and Safety Act* 2011 concerning construction work involving asbestos and asbestos cement.

In addition to the rates prescribed in this Award an employee engaged in asbestos eradication (as defined) shall receive the allowance rate specified in Item 41 of Part B, Table 3. This is in lieu of special rates as prescribed in Clause 4, Allowances, with the exception of subclauses 4.14, cold places; 4.18, hot places; 4.25, swing scaffold; 4.26, spray application and 4.28, working second hand timber.

Other Conditions -

The conditions of employment rates and allowances, except so far as they are otherwise specified in this subclause shall be the conditions of employment, rates and allowances of the award as varied from time to time.

4.44 Animal Houses -

An employee who is required to work in an Animal House shall be paid an additional hourly allowance as set out in Item 42 of Part B Table 3 whilst so employed.

4.45 Coal Wash: Employees of the Roads and Traffic Authority involved in road construction work in the Illawarra region working in areas where coal wash is being unloaded, handled or spread shall be paid an hourly allowance as set out in Item 43 of Part B Table 3. The Illawarra region is defined to represent the area serviced from the Bellambi Works Office

5. Tool Allowance

In addition to the rate of pay as prescribed in Part B, Table 1 - Rate of Pay an employee of a classification specified in Item 1 of Part B, Table 2, clause 5, Tool Allowances, shall be paid a tool allowance as prescribed in that table. The tool allowance is applicable to both skilled tradespeople and apprentices and is to form part of the ordinary pay for all purposes.

6. Leading Hands

Leading hands shall be paid allowances prescribed in Part B, Table 3 - Allowances as follows:

- 6.1 Employees appointed to be in charge of up to and including five employees as per Item 44 of Part B, Table 3.
- 6.2 Employees appointed to be in charge of more than five and up to and including ten employees as per Item 45 of Part B, Table 3.
- 6.3 Employees appointed to be in charge of more than ten employees as per Item 46 of Part B, Table 3.

7. Mixed Functions

Where an employee is engaged for more than two hours daily or per shift on higher duties, including duties entitling them to a leading hand allowance, they shall be entitled to a higher duties allowance or rate allowance for the whole of such day or shift.

If the higher duties are undertaken for two hours or less during one day, payment at the higher rate shall apply only to hours worked. If an employee is required to act as leading hand at the commencement of a day or shift, they shall be paid the appropriate allowance for the whole of such day or shift.

8. Excess Fares and Travelling Time

- 8.1 An allowance specified in Item 51 of Part B, Table 3, shall be paid by employers to employees to compensate for excess fares and travelling time to and from places of work:
 - 8.1.1 the above stated allowance shall not be payable if the employer provides or offers to provide transport free of charge to the employees in which case the allowance rate specified in Item 52 of Part B, Table 3, shall be paid.
 - 8.1.2 An employee is still entitled to the allowance, subject to the foregoing provisions if instead of using public transport they have used other means of travel or walked to their places of work.
 - 8.1.3 Entitlement to an allowance under the provisions of this subclause applies only when tradespeople work away from their regular place of employment.
- 8.2 Allowances specified in Item 53 of Part B, Table 3, clause shall be paid to first year apprentices (or probationers) and to 2nd, 3rd, 4th and 5th year apprentices to compensate for excess fares and travelling to and from work.
 - 8.2.1 The above stated allowance shall not be payable if the employing Authority provides or offers to provide transport free of charge to the apprentices in which case the allowance rates specified in Item 54 of Part B, Table 3, shall be paid.
 - 8.2.2 An apprentice is still entitled to the allowance, subject to the foregoing provisions if instead of using public transport they use other means of travel or walk to their places of work.
The provisions of this subclause apply to an apprentice only when working away from his/her regular place of employment and/or workshop.
- 8.3 An employee who is required by their employer to work at a job away from their accustomed workshop shall report for work at the job at their usual starting time. For each day spent on such work, employees

will be entitled to an allowance as set out in Item 51 of Part B Table 3 and at Item 52 for apprentices. Where the travel time and fares are in excess of those normally incurred in travelling to their customary workshop, they shall be paid an allowance for the excess travel time and fares as set out in Item 51 of Part B, Table 3.

If the employee receives approval from their employer to use their own means of transport to and from outside jobs, they are entitled to payment of excess fares based on public transport rates, unless they have an arrangement with their employer for a regular allowance.

- 8.4 If an employee is sent during working hours to undertake work at one or more different sites to their usual workplace, the employer shall, in addition to the amount they are liable to pay under subclauses 8.1 and/or 8.2 of this clause, pay all travelling time and fares incurred,
- 8.5 Electricians and/or electrical apprentices shall be paid in accordance with the fares and travelling allowances prescribed from time to time, by the Electricians, &c. (State) Award published 14 March 2008 (365 I.G. 181), as varied.
- 8.6 Except as provided by subclause 8.4 of this clause, this clause shall not apply to employees of the Roads and Traffic Authority or the Department of Industry (formerly Department of Land and Water Conservation). Employees of these organisations shall be paid the rates in respect of fares and travelling time as provided by the General Construction and Maintenance, Civil and Mechanical Engineering &c. (State) Award public sector rates within the (Crown Employees Wages Staff (Rates of Pay) Award 2020.

9. Overtime

- 9.1 Overtime shall be payable for all time worked outside the ordinary hours prescribed in clause 2 for any one day, including accrued time. The rates of pay shall be time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

Except as provided in this subclause or subclause 9.2 of this clause, in computing overtime each day's work shall stand alone.

- 9.2 Rest Period after Overtime: Following completion of overtime, an employee shall either;
- (a) Be released from resuming ordinary duty for a period of 10 consecutive hours. This number of hours does not include time spent travelling; or
 - (b) If required to resume or continue working without having had a break of ten (10) consecutive hours, excluding travel, shall be paid at the rate of double time until such a break is given. This break shall be granted without loss of pay for ordinary working time occurring during such absence.
 - (c) In the case of shift workers, the provisions of this subclause shall apply as if eight hours were substituted for ten hours when overtime is worked: -
 - 9.2.1 for the purpose of changing shift rosters; or
 - 9.2.2 where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
 - 9.2.3 where a shift is worked by arrangement between the employees themselves.
- 9.3 Call Back:
- 9.3.1 An employee recalled to work overtime after leaving his/her employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time recalled. In the case of unforeseen circumstances

arising, the employee shall not be required to work the full four hours if the job he/she was recalled to perform is completed within a shorter period. This subclause does not apply:

- (a) in cases where it is customary for an employee to return to his/her employer's premises to perform a specific job outside his/her ordinary working hours or
- (b) where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

9.3.2 Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause 9.2 of this clause, where the actual time worked is less than three hours on such recall or on each of such recalls.

9.3.3 If an employee is required to work in excess of four hours, he/she shall be paid a meal allowance specified in Item 55 of Part B, Table 3, for each subsequent meal. The employee will be allowed a crib time of 20 minutes without deduction of pay at the end of each four hours' work, provided work is to continue after the said period of four hours.

9.4 Saturday Work - Five Day Week:

A day worker on a five day week who is required to work on a Saturday shall be paid for not less than four hours' work, except where such overtime is continuous with overtime commenced the previous day. All work performed in the afternoon shall be paid for at double time rates. Tea Breaks shall be allowed in accordance with subclause 2.2 of clause 2, Hours - Day Workers, of this Award.

9.5 Standing By:

An employee required to hold themselves in readiness to work after ordinary hours shall, until released, be paid standing-by time at ordinary rates from the time he/she is advised of the requirement to stand by. This is subject to any custom now prevailing under which an employee is required regularly to hold themselves in readiness for a call back,

9.6 Meal Hours - General:

Except as provided in subclause 9.7 of this clause, work done during meal hours thereafter until a meal-hour break is allowed shall be paid for at double time rates. An employee shall not be compelled to work for more than six hours without a break for a meal.

9.7 Meal Hours - Maintenance Employees, Concrete Pours etc.

9.7.1 Where breakdowns of plant occur or routine maintenance of plant can only be done while such plant is idle, an employee employed as a regular maintenance person shall, whenever instructed to do so, work during meal breaks at the ordinary rates prescribed herein. This shall be subject to the provisions of subclause 9.6 of this clause.

9.7.2 Where, for special reasons, it is necessary to alter the time of the recognised meal hours for the purpose of finishing the pouring of concrete, hot mix, etc. or where work is affected by tides, the employer may alter the lunch break either forward or backward by one hour.

9.8 Tea Money:

An employee required to work overtime for one and a half hours or more without being notified on the previous day or earlier of such requirement shall be supplied with a meal by the employer or paid the allowance rate specified in Item 56 of Part B, Table 3. After the completion of each four hours on continuous overtime the employee shall be paid the allowance rate specified in Item 56 of Part B, Table 3 for each subsequent meal in addition to his/her overtime payment. Such payment need not be made to employees living in the same locality as their place of work who can reasonably return home for meals.

9.9 Transport of Employees:

An employer shall provide transport for an employee who finishes overtime work or a shift not part of their regular roster, at a time when reasonable means of transport are not available. If transport is not provided the employee shall be paid at their current rate for the time reasonably occupied in reaching their home. This subclause shall not apply to an employee who uses their own vehicle to travel to and from their place of work).

9.10 Compulsory Overtime:

An employer may direct any employee to work reasonable overtime at overtime rates provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:

- (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
- (b) any risk to employee's health and safety,
- (c) 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,
- (d) the notice (if any) given by the employer regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
- (e) any other relevant matter.

9.11 Cribs:

9.11.1 An employee who is required to work overtime for two hours or more after the normal ceasing time shall be allowed, at the expiration of the said two hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break. For the purposes of this paragraph "normal ceasing time" is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in clause 2, Hours, Day Workers and clause 10, Shift Work, of this award.

9.11.2 Where overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1 pm without loss of pay.

9.12 Limitation of Overtime:

No employee, including a night shift worker, shall work for more than 16 hours' overtime in any week excepting in the case of extreme urgency such as urgent repairs or delay causing unemployment.

9.13 Availability Allowance - Roads and Maritime Services (RMS)

9.13.1 Notwithstanding the provisions of subclause 9.5 of this clause, an electrical tradesperson employed by the RMS who is rostered to be available in connection with emergency repairs to toll collection equipment shall be paid a daily availability allowance of three hours at ordinary rates of pay for each week night (Monday to Friday) (excluding public holidays) the employee is available between normal ceasing time and commencing time on each day.

9.13.2 An employee rostered to be available in connection with emergency repairs to toll collection equipment on a Saturday, Sunday and Public Holidays from 6.00 am Saturday to 6.00 am Sunday and 6.00 am Sunday to 6.00 am Monday and the same hours on a Public Holiday shall be paid 7.6 hours pay at ordinary rates for each twenty-four hours he is actually available.

9.13.3 The allowance set out in paragraphs 9.13.1 and 9.13.2 of this subclause, shall be in compensation for the employee being available for the periods between normal ceasing time and normal commencing time during week days and for being available for twenty-four hours on each Saturday, Sunday or Public Holidays, to answer emergency calls from the toll collection centres.

9.13.4 Any overtime worked on a call-out during the time covered by the rostered period shall be paid for in accordance with subclause 9.3 of this clause.

10. Shift Work

PART A

OTHER THAN CONSTRUCTION WORK

(a) Definitions

10.1 For the purpose of this clause

10.1.1 "Afternoon Shift" means any shift finishing after 6 pm and at or before midnight.

10.1.2 "Continuous Work" means work carried on with consecutive shifts of employees throughout the twenty-four hours of each of at least six consecutive days without interruption, except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

10.1.3 "Night Shift" means any shift finishing subsequent to midnight and at or before 8 am.

10.1.4 "Rostered Shift", means a shift of which the employee concerned has had at least forty-eight hours' notice.

(b) Hours - General

10.2 Employees on shift work shall accrue 0.4 of an hour for each eight hour shift worked to allow one complete shift to be taken off as a paid shift for every 20 shift cycle. This 20th shift shall be paid for at the appropriate shift rate as prescribed by this clause.

10.3 Paid leave taken during any cycle of four weeks and public holidays as prescribed by Clause 11, Holidays and Sunday Work, of this award shall be regarded as shifts worked for accrual purposes.

10.4 Except as provided above, employees not working a complete four week cycle shall be paid accrued pro-rate accrued entitlements for each shift worked on the programmed shift off, or in the case of termination of employment on termination.

10.5 The employer and employees shall agree in writing upon arrangements for rostered paid days off during the 20 day cycle or for accumulation of accrued days to be taken at or before the end of the particular contract. This accumulation shall be limited to no more than 5 days before they are taken as paid days off. When taken, the days shall be regarded as days worked for accrual purposes in the particular 20 shift cycle.

10.6 Where an employer, for emergency reasons requires an employee to work on his/her rostered day off, the terms and conditions prescribed in clause 2 Hours - Day Workers, of this award shall apply.

Hours

(a) Continuous Work Shifts And

(b) Other Than Continuous Work Shifts

Hours - Continuous Work Shifts

10.7 This subclause shall apply to shift workers on continuous work as hereinbefore defined.

10.7.1 The ordinary hours of such shift workers shall not exceed -

- (a) eight in any one day; nor
- (b) forty-eight in any one week; nor
- (c) eighty-eight in fourteen consecutive days; nor
- (d) one hundred and fifty two in twenty-eight consecutive days.

10.7.2 Subject to the following conditions such shift workers shall work at such times as the employer may require:

a shift shall consist of not more than eight hours, inclusive of crib time;

Hours - Other than Continuous Work

10.8 This subclause shall apply to shift workers not upon continuous work as hereinbefore defined. The ordinary hours of such shift workers shall not exceed -

10.8.1 forty in any week to be worked in five shifts of eight hours on Monday to Friday, inclusive; or

10.8.2 eighty in fourteen consecutive days in which case an employee shall not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week;

10.8.3 one hundred and twenty-one consecutive days in which case an employee shall not, without payment of overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week.

Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal.

10.8.4 Rosters

Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

10.8.5 Variation by Agreement

The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment.

Determined commencing and finishing times of shifts may be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment. In the absence of agreement, variation can occur by the employer giving seven days' notice of alteration to the employee.

10.8.6 Afternoon or Night Shift Allowances

Shift workers whilst on afternoon or night shifts shall be paid 15 per centum more than the ordinary rate for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights shall be paid at the rate of time and a half for the first three hours and double time thereafter.

An employee who -

- (i) during a period of engagement on shifts, works night shift only; or
- (ii) remains on night shift for a longer period than four consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give them at least one-third of their working time off night shift in each shift cycle;

shall during such engagement, period or cycle be paid 30 per centum more than their ordinary rate for all time worked ordinary working hours on such night shifts.

10.8.7 Saturdays

The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of subclause 10.8.6 of this clause.

10.8.8 Overtime

An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work in accordance with such requirement.

10.8.9 Sundays and Holidays

- (i) Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday shall be paid at the rate of time and three quarters. Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a public holiday shall be paid at the rate of double time and one half.
- (ii) Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 11, Holidays and Sunday Work, of this award. Where shifts commence between 11 pm and midnight on a Sunday or a holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate. The time worked by an employee on a shift commencing before midnight on a Saturday or preceding a holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

Where the major portion of shifts fall partly on a holiday, that shift shall be regarded as the holiday shift.

- 10.8.10 Seven Day Shift Workers - A seven day or continuous shift worker is a shift worker who is rostered to work regularly on Sundays and holidays. When their rostered day off falls on a public holiday prescribed by this clause, they shall, at the discretion of the employer, be paid for that day at the ordinary rate or have an additional day added to their annual leave. This subclause shall not apply when the holiday on which they are rostered off falls on a Saturday or Sunday.

PART B

CONSTRUCTION WORK

- 10.9 Notwithstanding the foregoing provisions of this clause, the terms and conditions prescribed by the General Construction and Maintenance Civil and Mechanical Engineering &c. (State) Award may apply in lieu for employees carrying out shift work in the following circumstances:

- (a) whenever it may be found necessary in the erection, alteration, renovation or demolition of buildings or on work in connection with the construction

- (b) and/or maintenance of water supply and sewerage works, roads, bridges, water conservation and irrigation works or harbour and reclamation and irrigation works to work wholly by night or in a two or three shift system.
- 10.10 An employee employed for less than five continuous shifts in any working week shall be paid in accordance with clause 9, Overtime, of this award. Where an employee is employed on night shift for more than one week continuously and the job finishes mid-week, the employer may terminate the engagement. In this instance the employee will be paid the current shift rate for time actually worked. In cases where due to the action of the employee, less than a full week is worked, the employee is paid for the actual time worked at ordinary night shift rates.

11. Holidays and Sunday Work

- 11.1 Employees shall be entitled to the following public holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Labour Day, Anzac Day, Christmas Day, Boxing Day, and all other gazetted holidays proclaimed to operate throughout the State.
- 11.2 Except as provided in paragraph 10.8.9, Sundays and Holidays, of Part A, Other than Construction Work, of clause 10, Shift Work, of this award, an employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays, such double time to continue until he is relieved from duty, and double time and one half for work done on public holidays, such double time and one half to continue until he is relieved from duty.
- 11.3 An employee not engaged on continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work, shall on being relieved from duty be entitled to be absent until he has had ten consecutive hours off duty. The 10 hour break shall be without deduction of pay for ordinary time of duty occurring during such absence.
- 11.4 An employee, other than on shift, who attends for work as required on a Sunday or public holiday shall be paid for not less than four hours' work.
- 11.5 Where an employee is absent from their employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, they shall not be entitled to payment for such holiday.

Where public holidays fall on successive days an employee shall be entitled to payment for the holiday closest to the said day if they have worked on either the day preceding or the day after such holiday but not on both. No payment shall be made if the employee has ceased work without permission on either of the said days.

- 11.6 Where an employee, other than a shift worker, is required to work after 12 noon on a Sunday or holiday, the employee shall be allowed a meal break of 30 minutes between 12 noon and 1 pm for a crib without loss of pay.
- 11.7 The provisions of clause 2, Hours - Day Workers, of this award shall apply to employees working on Sundays and Holidays.
- 11.8 Where an additional or substitute public holiday is proclaimed by Order in Council or otherwise gazetted by authority of the Australian or a State Government under any Act throughout any State or part thereof, such day shall, within the defined locality, be deemed to be a holiday for the purposes of this Award. An employee shall not be entitled to the benefit of more than one holiday upon such occasion.

12. Payment of Wages

- 12.1 Wages shall be paid fortnightly. For the purpose of any increase to the wages, the wages shall be made up on a weekly basis.

- 12.2 Wages shall be paid into a bank or other account, except in isolated areas where payment will be made by cheque.
- 12.3 The employer shall not keep more than 3 days pay in hand.
- 12.4 Upon termination of the employment wages shall be paid according to the usual method no later than the next working day. Where an employee is summarily dismissed, as provided for in clause 13, Contract of Employment, of this award, the employer shall make payment according to the usual method, within 48 hours of dismissal.

13. Contract of Employment

13.1 Weekly Employment

Except as hereinafter provided, employment shall be by the week.

- 13.2 Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct. In such cases wages shall be paid only up to the time of dismissal.
- 13.3 Payment shall be deducted for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible. This is not including time lost for wet weather. Where an employee has given or been given notice in line with subclause 13.2, employment is continued until the date of the expiration of such notice, except by agreement between the parties.

An employee who has given or been given notice in line with subclause 13.2, must provide a reasonable explanation for any absences during the period of notice. Proof of the reason for such absence must be able to be provided by the employee. If no proof is provided, the employee shall be deemed to have abandoned their employment and shall not be entitled to payment for work done within the period of notice.

- 13.4 An employee (other than an employee who has given or received notice in accordance with subclause 13.2, of this clause) not attending for duty shall, except as provided by clause 11, Holidays and Sunday Work, of this award, shall receive no payment for the actual time of such non-attendance.
- 13.5 During the first week of employment, an employee's services may be terminated by the giving of one hour's notice on either side.
- 13.6 Late Comers: Notwithstanding anything elsewhere contained in this award, employees who report for duty after their appointed starting time or stop work before their appointed finishing time may have their wages adjusted by a fraction or decimal proportion of an hour (not exceeding a quarter of an hour). This subclause does not apply where an employee has a legitimate reason for coming late or leaving early and promptly advises the employer of such. An employer who adopts a proportion for the aforesaid purposes shall apply the same proportion for the calculation of overtime.

13A. School Based Apprentices

(a) Definition

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

(b) Wages

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

- (ii) For the purposes of paragraph (i) of this subclause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.
 - (iii) The wages paid for training time may be averaged over the school term or year.
 - (iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
- (c) Progression through the Wage Structure
- (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
 - (ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
- (d) Conversion from a school based apprentice to a full time apprenticeship
- Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.
- (e) Conditions of Employment
- Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

14. Distant Work

- 14.1 Distant work is defined as work that requires employees to live away from their usual place of residence. An applicant for a position involving distant work shall provide the employer with a statement in writing of their usual place of residence. If the employee, whilst employed on distant work changes their usual place of residence one or more times, determination of whether the work can still be defined as distant work is based on the location of the new place of residence. The employee must inform the employer in writing of any change to their usual place of residence. This clause will not apply to an employee who, after four weeks employment is appointed to work as a regular employee at a permanent workshop, while they are employed at such a workshop.
- 14.2 An employee who is engaged on distant work shall be transported, with tools, to and from the work location once per day at the employer's expense. If the employee is called back to the work site after finishing their daily duties, they again shall be transported to and fro at the employer's expense for each occurrence.
- 14.3 Return fares and travelling time need not be paid to an employee who:
- (a) leaves their employment of their own free will; or
 - (b) is discharged for misconduct
- before completion of three months employment or before the job is completed, whichever occurs first; or is discharged for incompetence within one week of engagement.
- 14.4 Time occupied in travelling to and from distant work shall be paid for at ordinary rates. No employee shall be paid more than an ordinary day's wages for any day spent in travelling unless they are on the same day occupied in working for an employer. An allowance to cover any expenses incurred in reaching home and for transporting tools is set out in Item 57 of Part B, Table 3.

14.5

14.5.1 On distant work reasonable board and lodging shall be provided by the employer or a weekly (7 day) allowance as set out in Item 58 of Part B, Table 3. This allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job, the allowance per day shall be as set out in Item 58 of Part B, Table 3.

14.5.2 The foregoing allowances may be increased if an employee can satisfy an employer that they reasonably incurred greater expenses than those covered by such allowances. In the event of disagreement, the Dispute Resolution procedures contained in clause 28 of the reviewed award should be utilised. This does not preclude the matter being referred to the Industrial Relations Commission of New South Wales.

14.5.3 Reasonable board and lodging shall mean lodging in a well-kept establishment with adequate furnishing, good bedding and floor coverings, good lighting and heating with hot and cold running water, in either a single room or twin room if a single room is not available.

14.6 Where an employee is required to camp either by direction of the employer or because no reasonable transport facilities are available for the employee to proceed to and from their home each day, subclauses 14.5.1, 14.5.2 and 14.5.3 of this clause shall not apply to the following:

Employees of the Roads and Maritime Services; Department of Investment or NSW State Forests in respect of the following work:

Construction and/or maintenance of water supply and sewerage works; roads, bridges, water conservation and irrigation works, harbour and reclamation works or forest works.

For such employees, the employer shall provide a camp with accommodation in single cubicles, not less than 14 cubic metres in size. Each cubicle shall be fitted with a bed with mattress. Each cubicle shall have a timber floor covering, be fitted with a door and a moveable window of reasonable size, with wire screen covering. The cubicle shall be furnished with a table or suitable substitute, a seat and a wardrobe. Each cubicle shall be ceiled and lined and artificial lighting provided. If reasonably required, the employer shall provide a suitable heating appliance for each cubicle.

Provision shall be made in the camp for suitable washing facilities; including hot and cold showers, provided that an adequate water supply is available. Employees shall also be provided with sufficient facilities to wash their clothes. Sanitary conveniences shall be adequate, sewered where reasonably practicable and situated within reasonable distance from the living quarters. The conveniences shall have adequate access by properly lighted paths. Effluent from kitchen, laundry and showers should be dispersed in such a way as to avoid any health risk. A veranda shall be constructed in front of each room, except where corridor-type barracks are provided.

The employer shall provide an enclosed galley conforming to the requirements of the General Construction and Maintenance, Civil and Mechanical Engineering &c (State) Award, as varied from time to time, or by any award replacing the said award. Where the circumstances so require, the employer may, as an alternative provide caravans for employees. The caravans should contain as far as practicable, amenities at least equal to those specified above.

An employee who is required to camp has an entitlement to a daily allowance as specified in Item 59 of Table 3 for each day they remain in camp. The allowance is not paid for any working day the employee is absent from duty, except in such cases of sickness or for any reason beyond the employee's control.

Leave is reserved to the employers to apply in respect of the standards of accommodation under this subclause.

14.7 Employees who wish to return home for the weekends will be paid an allowance at the rate shown in Item 60 of Part B, Table 3 on each occasion they return home provided they:

(i) work as required during the ordinary working hours, and

- (ii) work on the working day both before and after a weekend, and
- (iii) notify the employer no later than the Tuesday of each week, and
- (iv) return home for the weekend.

Employees in receipt of this allowance will not be entitled to payment of the camping allowance prescribed in subclause 14.6 of this clause, for the day or days on which they are absent.

14.7.1 This subclause shall not apply to an employee who is receiving the allowance rate specified in Item 57 of Part B, Table 3, in lieu of board and lodging being provided by the employer.

14.7.2 An employee shall be deemed to have returned home at the weekend only if this involves the employee in being absent from his accommodation for not less than half the hours between ceasing work in the one week and commencing work in the next week.

- 14.8 The provisions of this clause shall apply wherever the employee is engaged.
- 14.9 Where an employee is engaged upon distant jobs and is required to reside elsewhere than on the site of the job they shall be paid the fares and travelling time allowance prescribed by clause 8, Excess Fares and Travelling Time, of this award.
- 14.10 An employee on distant work may return to their home at a weekend after three months' continuous service and thereafter at three monthly intervals. The employee shall be paid the fares reasonably incurred in so travelling to their home and to the place of work. If the work upon which the employee is engaged will be completed within twenty-eight days after the expiration of any such period of three months, then the provisions of this subclause shall not apply.
- 14.11 If any employer and employee engaged on distant work agree in writing and subject to the procedure outlined in subclause 2.1 of clause 2, Hours-Day Workers, of this award, the employee may take a paid rostered day off as prescribed in that subclause, at a mutually agreed time. The agreement shall only provide for a paid day or days off work up to a maximum accrual of five days.

15. Chokages

- 15.1 If an employee is employed upon any chokage and is required to;
- (i) open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material
 - (ii) or a scupper containing sewerage
 - (iii) or required to work in a septic tank in operation

the employee shall be paid the allowance rate specified in Item 47 of Part B, Table 3 per day or part of a day thereof.

15.2 Fouled Equipment

An employee who is required to work on any pipe line or equipment containing body fluids or body waste and encounters same, shall be paid the allowance rate specified in Item 48 of Part B, Table 3. This allowance shall not apply in circumstances where subclause 15.1 of this clause would normally be paid.

16. Special Conditions

- 16.1 Employees engaged in installing brine or ammonia pipes or repairs to same who have their clothing or boots destroyed or damaged shall be reimbursed the amount of damage sustained.

- 16.2 All rope and gear shall be of sound material, used or stored in such a way that it does not come in contact with sharp edges, acids or acid fumes. At all times the *Work Health and Safety Act 2011* and *Work Health and Safety Regulation 2011*, shall be complied with.
- 16.3 Employees working in battery rooms or like places where acids or caustic soda are stored or used shall be provided with gloves, overalls and rubber boots. These are to be periodically disinfected in accordance with the requirements of the NSW Department of Health for disinfecting clothing while in use and before being issued to another person.
- 16.4 The employer shall provide a suitable gas mask at the place of work when the employee is required to work on a live gas service.

17. Hygiene and Safety First- Aid Kit

- 17.1 The employer shall provide at the place of work and continuously maintain an efficient first-aid kit and appliances in line with the provisions of the *Work Health and Safety Act 2011* and *Work Health and Safety Regulation 2011*.
- 17.2 In the event of any serious accident happening to any employee whilst at work or going to or from the camp, the employer shall, at their expense, provide transport facilities to the nearest hospital or doctor.
- 17.3 At a place of work where 50 or more persons are employed the employer shall provide a stretcher and, where practicable, include amongst the employees a qualified first-aid person. Where an employee is a qualified first-aid person and is employed to carry out the duties of a qualified first-aid person, they shall be paid an additional daily rate as set out in Item 49 of Table 3.

18. Conveniences

- 18.1 The employer shall provide at the place of work sanitary conveniences in accordance with the requirements of the local health authority providing that such conveniences will at least measure up to the following minimum standard:

They shall be at least 1.066 metres wide and 1.371 metres long and 2.34 metres high internal measurement and shall have a hinge door capable of being fastened both inside and on the outside.

The walls and roof and door shall be of weatherproof material and shall be so constructed as to ensure privacy.

Each convenience shall be provided with a suitable receptacle for, and an adequate supply of, deodorising or fly-repellent material, blue oil or kerosene or phenol. It shall also be provided with a means for disposing of sanitary items.

A fly-proof cover and seat shall be provided should sewerage not be accessible or connected to the toilet or convenience: The ratio of such accommodation shall be one convenience to eight employees or part of eight employees.

- 18.2 The employer shall provide at the place of work a suitable and secure weatherproof lock-up solely for the purpose of storing employees' tools. Where tools are stolen because no lock-up has been provided, the employee shall be compensated to the extent of their loss.
- 18.3 Where a total of fifteen tradespeople are working on site, whether employed under this award or otherwise, and the job has been or will be of two months' duration or longer, the employer shall provide for employees at the work site weatherproof accommodation for changing clothes. This accommodation shall be not less than .84 square metres to each employee.
- 18.4 At permanent places of work, the employer shall provide weather and dust proof accommodation for dressing, and lockers securely fixed with suitable locks, solely for the use of their employees.

- 18.5 At meal times and rest periods, boiling water shall be provided by the employer at a location that is reasonably accessible to employees.
- 18.6 The employer shall provide for employees an adequate supply of cool and wholesome drinking water.

19. Piecework

- 19.1 Piecework is prohibited.
- 19.2 No employee shall execute any work for profit or reward except at the rates and under the conditions prescribed by this award.

20. Damage to Clothing or Tools

An employee whose clothing or tools are spoiled by acids or sulphur or other deleterious substance due to the circumstances of their employment shall be recompensed by their employer to the extent of their loss.

21. Sharpening Tools

- 21.1 The employer shall provide at the place of work a suitable sand grindstone or a carborundum stone for the use of carpenters and/or bridge and wharf carpenters.
- 21.2 Where such a grindstone or carborundum stone is not driven by mechanical power, the employer shall provide assistance in turning the grindstone or carborundum stone.
- 21.3 Saw sharpening and tool grinding may be done by the employee during the progress of work.
- 21.4 Where the provisions of subclauses 21.1 and 21.2 of this clause are not observed by the employer, the employer shall pay for or provide for grinding of the tools.
- 21.5 Bridge and Wharf Carpenters and/or Shipwright Boat Builder shall be supplied with saw files.

22. Special Tools and Clothing

- 22.1 The employer shall provide the following tools and protective clothing when they are required for the work to be performed by the employees:
- 22.1.1 Bricklayers: Scutch combs, hammers (excepting mash and brick hammers), rubber mallets and T squares.
- 22.1.2 Carpenters: Dogs and cramps of all descriptions, bars of all descriptions over 61 cm. long, augers, of all sizes, star bits and bits not ordinarily used in a brace, hammers (except claw hammers and tack hammers), glue pots and glue brushes, dowel plates, trammels, hand thumb screws, and soldering irons.
- 22.1.3 Plasterers shall be provided with overalls when required to brush on to walls and ceilings bondcrete, plaster weld or similar substances. The approved grass brush to perform the work prescribed in this subclause shall be provided by the employer.
- 22.1.4 Plumber: Metal pots, mandrills, long dummies, stock and dies for iron, copper and brass pipes, cutters, tongs, vices, taps and drills, ratchets, files, cramps caulking tools, hacksaw and blades, welding and brazing outfits, goggles where necessary and liquid petroleum gas equipment where necessary, and all shop tools, the usual kit bag of tools only to be supplied by the employee.
- 22.1.5 Shipwright-Boat builder: Beetles, horse irons, cramps, pitch ladles, mops, drift bolts, spanners, stripping bars and punches, all augers 32 mm and over, dowelling bits, plumbs and levels and boring tools for power machines.
- 22.1.6 Sign writers to be supplied with all brushes.

- 22.1.7 All power tools shall be provided where, in the opinion of the employers, they are necessary.
- 22.2 Where necessary, the employer shall provide overalls, boots, goggles, gloves and masks for the use of employees engaged on the classes of work covered by subclause 4.20, of clause 4, Allowances, of this award.
- 22.3 If, in the course of their employment, an employee is required to use any alkaline or acid based products he shall be provided with protective clothing.
- 22.4 The employer shall supply to employees, rubber gloves when working on any sewerage or drainage work and protective clothing and goggles when engaged on welding work.
- 22.5 Painters. When working in cooling or freezing chambers where the temperature is below 4 degrees Celsius, painters shall be supplied with suitable boots and a clean blanket suit properly disinfected in accordance with the requirements of the NSW Department of Health.
- 22.6 Bricklayers. A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork and/or engaged to work on the construction or alteration or repairs to boilers, flues, furnaces, retorts or kilns, shall be supplied with gloves, boots and overalls as set out hereunder:
 - 22.6.1 Gloves shall be supplied and shall be replaced as required, subject to employees handing in the used gloves.
 - 22.6.2 Boots shall be supplied upon request of the bricklayer after six weeks' employment, the cost of such boots to be assessed at a rate set out in Item 61 of Table 2 of Part B. Employees are to accrue credit at the weekly rate set out in Item 61 of Table 2 of Part B, of this award.

A bricklayer leaving or being dismissed before 20 weeks' employment shall pay the difference between the credit accrued and the Item 61 rate.

The right to accrue credit shall commence from the date of request for the boots.

In the event of boots being supplied and the bricklayer not wearing them while at work, the employer shall be entitled to deduct the cost of the boots if the failure to wear them continues after one warning by the employer.

Upon issue of the boots the bricklayer may be required to sign the authority form in or to effect of the Annexure to this clause. Boots shall be replaced each six months dating from the first issue.
 - 22.6.3 Overalls will be supplied upon request of the bricklayer and on the condition that they are worn while performing the work.

ANNEXURE

Authority Form

_____, acknowledge receipt of one (1) pair of boots provided in accordance with the provisions of subclause 22.6.2 of clause 22, Special Tools and Clothing of this award.

Should the full cost of the boots (\$ _____) not be met by accumulation of credit (at the rate of \$xx per week) from I authorise deduction from any moneys due to me by my employer of an amount necessary to meet the difference between the credit accrued and \$xx

Signed:

Date:

23. Insurance of Tools

- 23.1 The employer shall insure and keep insured against loss or damage by fire whilst on the employer's premises such tools of the employee as are used by the employee in the course of their employment.
- 23.2 An employee shall be entitled to be reimbursed by their employer for loss of tools up to a value as set out in Item 65 of Table 2, when such tools are lost by theft from a breaking and entering outside ordinary working hours, where the tools are stored at the employer's direction on the job.
- 23.3 The employee shall, if requested so to do, furnish the employer with a list of their tools so used.

24. Exhibition of Award

An up to date copy of this award shall be posted and kept posted by the employer in a prominent place on the employer's premises that is accessible to all employees.

25. Anti-Discrimination

- 25.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 25.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 25.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 25.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 25.5 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.
- 25.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 25.7 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."

26. Carer's Leave

- 26.1 The definition of "family" and "relative" for the purpose of this clause is the person who needs the officer's care and support and is referred to as the "person concerned" and is:

- (a) a spouse of the officer; or
- (b) a de facto spouse, who in relation to a person, is a person of the opposite sex to the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial) parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the officer or spouse or de facto spouse of the officer; or
- (d) a same sex partner who lives with the officer as the de facto partner of that officer on a bona fide domestic basis; or
- (e) a relative of the officer who is a member of the same household, where for the purposes of this paragraph:
 - (i) 'relative' means a person related by blood, marriage or affinity;
 - (ii) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (iii) 'household' means a family group living in the same domestic dwelling.

26.2 Use of sick leave to care for a sick dependant - entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) the employee being responsible for the care and support of the person concerned, and
 - (ii) the person concerned being as defined as above.
- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) In special circumstances, the Chief Executive Officer may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in paragraph 26.2 (c).
- (e) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
- (f) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
- (g) Wherever practicable, the employee shall give the Chief Executive Officer prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the Chief Executive Officer beforehand, notification should be given by telephone at the first opportunity on the day of absence.

- (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

26.3 Time Off in Lieu of Payment for Overtime

26.3.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

26.3.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

26.3.3 If, having elected to take time as leave in accordance with paragraph 3.1 of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

26.3.4 Where no election is made in accordance with the said paragraph 3.1, the employee shall be paid overtime rates in accordance with the award.

26.4 Make-up Time

26.4.1 An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

27. Union Delegates

An employee appointed shop steward in the shop or department in which they are employed shall, upon notification, be recognised by the employer as an accredited representative of the Union. The union delegate shall be allowed the necessary time during working hours to interview the employer or their representative on matters affecting the employees who are represented by the delegate.

28. Dispute Resolution

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this award shall be in accordance with the following:

28.1 Procedure relating to a grievance of an individual employee:

28.1.1 The employee shall notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.

28.1.2 The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

28.1.3 Reasonable time limits must be allowed for discussion at each level of authority.

28.1.4 At the conclusion of the discussion, the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.

28.1.5 While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this subclause.

28.1.6 The employer may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purpose of each procedure.

28.2 Procedure for a dispute between an employer and the employees:

- 28.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 28.2.2 Reasonable time limits must be allowed for discussion at each level of authority.
- 28.3 While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by continuation of work in accordance with this subclause.
- 28.4 The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.

29. Transport of Employee's Tools

When an employee on construction or maintenance work is required to transfer from one job to another, an employer shall provide transport for the employee's tools to the nearest public conveyance. On termination of employment, the employer shall provide transport for the employee's tools to the nearest public conveyance except where the employee gives notice or is dismissed for misconduct.

30. Picnic Day

- 30.1 The first Monday in December of each year shall be the Union Picnic Day.
- 30.2 All employees shall, as far as practicable, be given and shall take this day as a picnic day at their ordinary rate of pay including accrual for a rostered day off. Any employee required to work on such day shall be paid at the rate of double time and one-half for all time worked on such day, with a minimum payment for four hours work. An employee who is required to work on picnic day and who fails to comply with such requirement shall not be entitled to payment for the day.
- 30.3 An employer may require from an employee evidence of attendance at the picnic. The production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance. Where the employer requests production of the ticket butt, payment need not be made unless the evidence is produced.
- 30.4 Where an employer holds a regular picnic for their employees on some other working day during the year, then such day may be given and may be taken as a picnic day in lieu of the picnic day here fixed.
- 30.5 This clause shall apply to employees working within the Counties of Cumberland, Northumberland and Camden and in such other areas where a picnic is actually held and in respect of which one month's notice is given in writing by the Union to the employer.
- 30.6 In Departments to which the *Government Sector Employment Act 2013* applies, employees may take a day designated by their Department Head as a public service holiday during the period between Boxing Day and New Year's Day in lieu of the Picnic Day prescribed in this clause.

31. General Leave Conditions and Accident Pay

- 31.1 General leave conditions and accident pay of employees engaged by Government bodies under the provisions of the *Government Sector Employment Act 2013* shall be bound by the Government Sector Employment Regulation 2014.
- 31.2 General leave conditions and accident pay of employees engaged under Ministerial authority in Government and quasi-government bodies shall be regulated by the Government Uniform Leave Conditions.
- 31.3 In addition to the leave entitlements provided in 31.1 and 31.2, the following provisions shall also apply.
- (a) Right to request
- (i) An employee entitled to parental leave may request the employer to allow the employee:

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

to assist the employee in reconciling work and parental responsibilities.

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

- (iii) Employee's request and the employer's decision to be in writing.

The employee's request and the employer's decision made under subparagraph 31.3(a)(i) and 31.3 (a)(ii) above, must be recorded in writing.

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

Where an employee wishes to make a request under 31.3 (a)(i)(C) above, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

- (b) Communication during parental leave

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

- (A) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (B) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

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

- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subparagraph 31.3 (b)(i).

32. Deduction of Union Membership Fees

32.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.

32.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.

- 32.3 Subject to 32.1 and 32.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 32.4 Monies so deducted from employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 32.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 32.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

33. Work Health and Safety for Employees of Labour Hire Employers

- (i) For the purposes of this subclause, the following definitions shall apply:
- (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (iv) Disputes Regarding the Application of this Clause

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

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

34. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2024 by a party to this Award.

35. Area, Incidence and Duration

35.1 This award shall apply to:

- (a) all non-executive public service employees as defined in the *Government Sector Employment Act 2013* employed in Departments, Public Service executive agencies related to Departments, and separate Public Service agencies, listed in Schedule 1 to the *Government Sector Employment Act 2013*, except where another industrial instrument or arrangement applies to the employees; and
- (b) any officer, Departmental temporary employee and casual employee who, as at 23 February 2014, was employed in a Department listed in Schedule 1, Part 1, of the *Public Sector Employment and Management Act 2002* and who was covered by the predecessor to this award on that date, of the classes specified in clause 3, Rates of Pay, of this Award in the employment of the New South Wales Ambulance Board, Roads and Maritime Services and Government organisations to which the *Government Sector Employment Act 2013* applies, other than those referred to hereunder. It shall not apply to employees covered by the Sydney Harbour Bridge Employees Award, nor to those employed by the Roads and Maritime Services, and Department of Public Works and Services in Broken Hill, or those employed by the Zoological Parks Board of New South Wales.

35.2 This award rescinds and replaces the Crown Employees (Skilled Trades) Award 2021 published on 16 December 2022 (393 I.G. 691) and all variations thereof.

35.3 This award has a nominal term of 12 months from 1 July 2022 with any increases to pay and work related allowances effective from the first full pay period on or after 1 July 2022.

PART B

RATES AND ALLOWANCES

Table 1 - Rates of Pay

Classification - Clause 3. All up Rate – includes Industry Allowance, Special Loading, Trade Allowance	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$	Per week as from the first full pay period on or after 1.7.23 (4%) \$
Bespoke Bootmaker	1034.50	1075.90
Blacksmith	1131.60	1176.90
Body Maker, First Class	1120.20	1165.00
Boilermaker and/or Structural Steel Tradesperson	1120.20	1165.00
Boot or Shoe Repairer	1015.50	1056.10
Bricklayer	1120.20	1165.00
Bridge and Wharf Carpenter	1120.20	1165.00
Cabinet Maker	1162.70	1209.20

Carpenter and/or Joiner	1120.20	1165.00
Coach and/or Spray Painter	1120.20	1165.00
Drainer	1131.60	1176.90
Electrical Fitter	1194.70	1242.50
Electrical Instrument Fitter	1251.20	1301.20
Electrical Mechanic	1194.70	1242.50
Electrician in Charge of Plant having a capacity of 75 Kilowatts or more	1273.70	1324.60
Electrician in Charge of Plant having a capacity of less than 75 Kilowatts	1216.60	1265.30
Electronics Tradesperson	1372.60	1427.50
Farrier	1131.60	1176.90
Fitter	1120.20	1165.00
Forger and/or Faggoter	1120.20	1165.00
French Polisher	1162.70	1209.20
Machinist, A Grade (Woodworking)	1120.20	1165.00
Machinist, First Class (Metal Trades)	1140.30	1185.90
Marker-off	1131.60	1176.90
Mechanical Tradesperson - Special Class (as defined)	1182.80	1230.10
Motor Mechanic	1120.20	1165.00
Painter	1120.20	1165.00
Panel Beater	1120.20	1165.00
Patternmaker	1154.00	1200.20
Plant Electrician	1261.10	1311.50
Plant Mechanic	1120.20	1165.00
Plasterer	1120.20	1165.00
Plumber and/or Gasfitter	1131.60	1176.90
Radio Mechanic or Fitter	1194.70	1242.50
Refrigeration and/or Air Conditioning	1194.70	1242.50
Saw Doctor	1194.70	1242.50
Sawyer, No. 1 Benchperson	1140.30	1185.90
Scalemaker and/or Adjuster	1120.20	1165.00
Scientific Instrument Maker	1154.00	1200.20
Sewing Machine Mechanic	1120.20	1165.00
Sheetmetal Worker, First Class	1120.20	1165.00
Shipwright and/or Boatbuilder	1120.20	1165.00
Signwriter	1154.00	1200.20
Slater and Tiler	1120.20	1165.00
Stonemason	1120.20	1165.00
Stonemason-Carver	1194.70	1242.50
Tilelayer	1120.20	1165.00
Toolmaker	1154.00	1200.20
Toolsmith	1131.60	1176.90
Trimmer (Motor)	1120.20	1165.00
Turner	1120.20	1165.00
Watchmaker	1099.90	1143.90
Welder, Special Class	1131.60	1176.90
Welder, First Class	1120.20	1165.00

WAGES FOR APPRENTICES

Apprentices shall receive as minimum weekly rates of pay, the following:

(i)

Four Year Term	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$	Per week as from the first full pay period on or after 1.7.23 (4%) \$
1st year	484.40	503.80
2nd year	637.10	662.60
3rd year	816.10	848.70
4th year	941.40	979.10

Wages for apprentices employed by the Department of Education

Four Year Term	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$	Per week as from the first full pay period on or after 1.7.23 (4%) \$
1st year	522.30	543.20
2nd year	687.20	714.70
3rd year	880.20	915.40
4th year	1015.50	1056.10

- (ii) An apprentice who has passed the prescribed annual technical college examinations for the preceding year shall be paid an additional weekly allowance of \$1.30. Payment of this allowance is subject to a satisfactory report as to conduct, punctuality and workshop progress by his/her supervisor. Such additional allowance shall be payable from the beginning of the first pay period commencing in January following the examinations.
- (iii) An apprentice who, in any year fails to complete a subject or subjects but completes them concurrently with passing the succeeding year's examinations, shall be deemed to qualify for payment of the allowance specified in this subclause for the succeeding year as if he had not initially failed to complete the subject or subjects.
- (iv) All wages shall be paid on a weekly basis: It shall be an implied term of any contract of apprenticeship that the employing Authority may deduct from the weekly wage of an apprentice an amount proportionate to the time lost by an apprentice for any reason not considered satisfactory to the employing Authority.
- (v) Apprentice patternmakers shall be paid the sum of \$1.30 per week in addition to the wage rates prescribed for apprentices in subclause (i).

Table 2 - Tool Allowances

An employee under this award of a classification as listed underneath shall receive the prescribed tool allowance. The tool allowance is applicable to both skilled tradespeople and apprentices and is to form part of the ordinary pay for all purposes.

Clause No.		From the first full pay period on or after 1.7.22 (i.e. 4.4% March 2022 Sydney CPI) \$	From the first full pay period on or after 1.7.23 (i.e. 7.3% March 2023 Sydney CPI) \$
5.	Tool Allowances		
	Blacksmith	35.40	38.00
	Bodymaker, First Class	35.40	38.00
	Boilermaker and/or Structural Steel	35.50	38.10
	Bricklayer	25.30	27.10
	Bridge and Wharf Carpenter and/or Civil Engineering Construction Carpenter	35.50	38.10
	Cabinet Maker	14.30	15.30
	Carpenter	35.40	38.00
	Drainer	35.40	38.00
	Farrier	35.40	38.00
	Fitter	35.40	38.00
	Forger and/or Faggoter	35.40	38.00
	Machinist, First Class (Metal Trades)	35.40	38.00
	Machinist (Metal Trades) Special Class	35.40	38.00
	Marker Off	35.40	38.00
	Motor Mechanic	35.40	38.00
	Painter	8.70	9.30
	Panel Beater	35.40	38.00
	Patternmaker	35.40	38.00
	Plant Mechanic	35.40	38.00
	Plasterer	35.40	38.00
	Plumber	35.40	38.00
	Plumber and Gasfitter	35.40	38.00
	Plumber, Gasfitter and Drainer	35.40	38.00
	Sewing Machine Mechanic	35.40	38.00
	Sheetmetal Worker, First Class	35.40	38.00
	Shipwright/Boatbuilder	35.40	38.00
	Signwriter	8.70	9.30
	Slater and Tiler	18.40	19.70
	Stonemason	35.40	38.00
	Stonemason-Carver	35.40	38.00
	Tilelayer	25.30	27.10
	Toolmaker	35.40	38.00
	Toolsmith	35.40	38.00
	Trimmer (Motor)	35.40	38.00
	Turner	35.40	38.00
	Vehicle Builder	35.40	38.00
	Watchmaker	11.60	12.40
	Welder, Special Class	35.40	38.00
	Welder, First Class	35.40	38.00
22.6.2	Supply of boots	42.60	45.70
	Accrual of credit	5.00	5.40
23.2	Reimbursement for loss of tools	2049.00	2199.00

Application to employees of Department of Education

Clause No.	Brief Description	From the first full pay period on or after 1.7.22 (i.e. 4.4% March 2022 Sydney CPI) \$	From the first full pay period on or after 1.7.23 (i.e. 7.3% March 2023 Sydney CPI) \$
5	Tool Allowances - Electrical Radio Mechanic and Fitter	24.40	26.20

Table 3 – Allowances

Clause No	Brief Description	From the first full pay period on or after 1.7.22 (2.53%) \$	From the first full pay period on or after 1.7.23 (4%) \$
4.2	Carpenter Diver (p.w.)	326.90	340.00
4.4	Electrician who is holder of a NSW electrician's licence: A Grade Licence (p.w.) B Grade Licence (p.w.)	54.40 29.30	56.60 30.50
4.5	Lead Burner (p.h.)	1.12	1.16
4.6	Plumber and Drainer when required to act on:		
	Plumbers licence (p.h.)	1.41	1.47
	Gasfitters licence (p.h.)	1.41	1.47
	Drainers licence (p.h.)	1.17	1.22
	Plumbers and Gasfitters licence (p.h.)	1.90	1.98
	Plumbers and Drainers licence (p.h.)	1.90	1.98
	Gasfitters and Drainers licence (p.h.)	1.90	1.98
	Plumbers, Gasfitters and Drainers licence (p.h.)	2.61	2.71
4.7	Holder of Electric Welding (DIRE Certificate) (p.h.)	0.83	0.86
4.8	Boot or Shoe Repairer required to repair anatomical, surgical or orthopaedic boots or shoes (p.w.)	29.50	30.70
4.9	Shipwright-Boatbuilder, for: Liner Off, Loftsperson and Model Maker (p.h.)	1.51	1.57
4.10	Computing quantities (p.d.)	6.40	6.66
4.11	Joiner, Public Works and Education Departments: when working at regular place of employment (p.w.) when working away from regular place of employment (p.d.)	50.50 10.17	52.50 10.58
4.12	Registration allowance (p.h.)	1.08	1.12
4.13	Building tradesperson - Marking off/Setting out (p.w.)	1.40	1.50
4.14	Cold places: below 0 degree Celsius (p.h.) below minus 7 degrees Celsius (p.h.)	0.88 1.02	0.92 1.06
4.15	Confined spaces (p.h.)	1.09	1.13
4.16	Dirty work (p.h.) For Bridge and wharf carpenter who: uses material or liquid that is injurious to clothes or damages his/her tools (p.h.) is engaged in work where dirt or dust or other foreign matter or refuse has accumulated to become damaging to the clothes or tools or objectionable or injurious to the person (p.h.) Shipwright Boatbuilder engaged in work as set out in subclause 5.16.2 (v) (p.h.)	0.88 0.89 0.88 0.88	0.92 0.93 0.92 0.92
4.17	Height money: 7.5 metres from ground, deck, floor or water (p.h.)	0.88	0.92

	for every additional 3 metres (p.h.)	0.17	0.18
4.18	Hot places: between 46 degrees Celsius and 54 degrees Celsius (p.h.) exceeds 54 degrees Celsius (p.h.)	0.88 1.09	0.92 1.13
4.19	Handling insulation material (p.h.)	1.07	1.11
4.20	Smoke boxes: repairs to smoke-boxes furnace or flues of boilers (p.h.) repairs to and while inside oil fired boilers (p.h.)	0.55 2.17	0.57 2.26
4.21	Wet places: - where water other than rain is falling and required to work in wet clothing or boots (p.h.) - when required to work in the rain (p.h.) - called upon to work on a raft, open board, punt or pontoon having a freeboard of 305m.m or less (p.d.) - called upon to work knee-deep in mud or water (p.d.)	0.88 0.88 3.34 6.94	0.92 0.92 3.47 7.22
4.22	Acid furnaces, Stills, etc.: Construction or repairs to acid furnaces, stills, towers and all resisting brickwork other acid (p.h.) Construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work (p.h.)	4.47 4.47	4.65 4.65
4.23	Towers allowances: construction exceeding 15 metres in height, (p.h.) and for each additional 15 metres (p.h.)	0.88 0.88	0.92 0.92
4.24	Depth exceeding 3 metres (p.h.)	0.88	0.92
4.25	Swing scaffolds: for the first four hours or any portion thereof, (p.h.) and for each hour thereafter (p.h.) Solid plasterers when working off a swing scaffold (p.h.)	6.46 1.32 0.17	6.72 1.37 0.18
4.26	Spray application (p.h.)	0.86	0.89
4.27	Soil pipes (p.h.)	1.09	1.13
4.28	Working on second-hand timber (p.d.)	3.45	3.59
4.29	Roof work: work in excess of 12 metres from the nearest floor level (p.h.) minimum payment (p.h.)	1.09 1.09	1.13 1.13
4.30	Electric welding (p.h.)	0.35	0.36
4.31	Explosive powered tools: employee required to use explosive powered tools (p.d.) bridge and wharf carpenter when required to use these tools (p.d.)	2.10 2.10	2.18 2.18
4.32	Scaffolding rigging (p.h.)	0.88	0.92
4.33	Corrective establishments (p.h.) Mental institutions (p.h.) Geriatric hospitals: Allandale, Garrawarra and Strickland Hospitals (p.h.) Geriatric hospitals: - Lidcombe Hospital (p.h.) Work in hot/cold water tanks for the purpose of the control of Legionella Pneumophilia (p.h.)	2.19 1.68 0.60 0.55 4.09	2.28 1.75 0.62 0.57 4.25
4.34	Distant places: - in districts as set out in subclause 5.3 (p.d.) - in western division of the state (p.d.) - within the area as set out in subclause 5.36.3 (p.d.) - Bridge and road construction within the area as set out in subclause 4.34.4 (p.d.)	1.66 2.74 2.74 1.56	1.73 2.85 2.85 1.62
4.35	Morgues (p.h.)	1.02	1.06
4.36	Application of epoxy based materials or materials of a like nature (p.h.)	1.09	1.13

	Application of such material in buildings which are normally air conditioned (p.h.)	0.75	0.78
	Working in close proximity to employees so engaged (p.h.)	0.88	0.92
4.37	Bricklayers laying other than standard bricks where block weighs: - over 5.5 kg and under 9 kg (p.h.) - 9 kg or over and up to 18 kg (p.h.) - over 18 kg (p.h.)	0.88 1.53 2.43	0.92 1.59 2.53
4.38	Bagging bricks or concrete structures (p.h.)	0.81	0.84
4.39	Cleaning down brickwork using acids or other corrosive substances (p.h.)	0.81	0.84
4.40	Materials containing asbestos (p.h.)	1.09	1.13
4.41	Operation of pneumatic tools of 2.75 kg or over (p.d.)	4.73	4.92
4.42	Operation of brick cutting machine (p.h.)	1.09	1.13
4.43	Asbestos eradication (p.h.)	2.93	3.05
4.44	Employee required to work in an Animal House (p.h.)	0.53	0.55
4.45	Employee of Roads and Traffic Authority, Illawarra region working in areas where coal wash is being unloaded, handled or spread (p.h.)	0.88	0.92
5.	Tool Allowance		
	Electrical Fitter	22.10	23.00
	Electrical Fitter/Mechanic	22.10	23.00
	Electrical Instrument Fitter	22.10	23.00
	Electrical Mechanic	22.10	23.00
	Electrician in charge of plant having a capacity of less 75 kilowatts	22.10	23.00
	Electronic Tradesperson	22.10	23.00
	Electrical Instrument Fitter	22.10	23.00
	Plant Electrician	22.10	23.00
	Radio Mechanic and Fitter	22.10	23.00
	Refrigeration and/or Air Conditioning Mechanic	22.10	23.00
6.1	Employee appointed to be in charge of up to and including five employees (p.w.)	55.60	57.80
6.2	Employee appointed to be in charge of more than five and up to and including ten employees (p.w.)	71.30	74.20
6.3	Employee appointed to be in charge of more than ten employees (p.w.)	93.10	96.80
15.1	Chokages pipe or pump (p.d.)	10.27	10.68
15.2	Fouled equipment (p.d.)	10.27	10.68
17.3	First Aid qualifications (p.d.)	3.81	3.96

Clause No.		From the first full pay period on or after 1.7.22 (i.e. 4.4% March 2022 Sydney CPI) \$	From the first full pay period on or after 1.7.23 (i.e. 7.3% March 2023 Sydney CPI) \$
8.1	Excess fares and travelling time to and from place of work	27.49	29.50
8.1.1	If employer provides or offers to provide transport free of charge	10.95	11.75
8.2	Excess fares and travelling to and from work: - first year apprentices (or probationers) - to all other apprentices	23.07 26.76	24.75 28.71

8.2.1	If employer provides or offers to provide transport free of charge - to first year apprentices - to all other apprentices	9.17 10.85	9.84 11.64
9.3.3	Meal allowance: - after working in excess of four hours - for each subsequent meal	17.00 14.60	18.20 15.70
9.8	Tea Money: - required to work overtime for one and a half hours or more without being notified on the previous day or earlier, for a meal - after each four hours on continuous overtime, for each meal	17.09 14.90	18.34 16.00
14.4	Expenses of reaching home and of transporting tools from distant work	26.50	28.40
14.5.1	Allowance for board and lodging: - while on distant work - for broken parts of week	576.00 82.27	618.00 88.28
14.6	Camping allowance	32.97	35.38
14.7	Returning home for the weekend from distant work	45.70	49.00

E. ROBINSON, *Industrial Registrar*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (TEACHERS IN SCHOOLS AND RELATED EMPLOYEES) SALARIES AND CONDITIONS AWARD 2022

AWARD REPRINT

This reprint of this award is published by the authority of the Industrial Registrar under section 390 of the *Industrial Relations Act 1996*, and under Rule 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 9 October 2023.

E. ROBINSON, *Industrial Registrar*

Schedule of Award and Variations Incorporated

Award/Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
C9769	10 November 2023	9 October 2023	395	1121
C9763	17 November 2023	9 October 2023	395	1196

1. Arrangement

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5.	Allowances
6.	Salary Progression and Maintenance
7.	Performance and Development Processes for Teachers
8.	Salary Packaging
9.	Initial Appointments
10.	Teaching in More Than One Location
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13.	Assessment and Reporting and Quality of Educational Outcomes
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27.	Duties as Directed
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29.	Home School Liaison Officers and Aboriginal Student Liaison Officers - Special Conditions

30. Teachers in Residential Agricultural High Schools - Special Conditions
31. Dispute Resolution Procedures
32. No Further Claims
33. Anti-discrimination
34. Work Health & Safety
35. Secondary College of Languages
36. Educational Paraprofessionals
37. Australian Professional Standards for Teachers
38. Area, Incidence and Duration

SCHEDULES

- Schedule 1A - Teacher Salaries - Standards Based Remuneration
- Schedule 1B - School Counsellor Salaries – Standards Based Remuneration
- Schedule 1C - Salaries - Home School Liaison Officers/ Aboriginal Student Liaison Officers/ Education Officers
- Schedule 2A - Salaries - Principal Classification Structure -
- Schedule 2B - Salaries - Former Principal Classification Structure
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- Schedule 6 - Rates of Pay - Educational Paraprofessionals
- Schedule 7 - Allowances
- Schedule 8 - Locality Allowances
- Schedule 9 - Excess Travel and Compensation for Travel on Official Business
- Schedule 10 - Special Conditions Covering Home School Liaison Officers and Aboriginal Student Liaison Officers
- Schedule 11 - Special Conditions Covering Teachers at Residential Agricultural High Schools
- Schedule 12 – Secondary College of Languages –
- Schedule 13 - Australian Professional Standards for Teachers

2. Dictionary

- 2.1 "Aboriginal Student Liaison Officer" means a person or teacher who has been temporarily appointed to the position of Aboriginal student liaison officer.
- 2.2 "Accredited" means a teacher who has demonstrated the Professional Teaching Standards at the level of Proficient, Highly Accomplished or Lead and has been accredited as such by a Teacher Accreditation Authority.
- 2.3 "Alternate Period" means a period taught by a teacher being a period other than a period which the teacher is normally timetabled to teach and where the need for the period to be taught arises from the absence from duty on leave of another teacher.
- 2.4 "Assistant Principal" means a teacher who is appointed as such to assist a principal of a school in the management of the school.
- 2.5 "Associate Principal" means a teacher appointed as such to be responsible for the management, organisation, administration, supervision and efficiency of a school, other than P1-P5, where the school

- has been linked to a larger school in reasonable proximity and the administrative workload of the Associate Principal has been reduced.
- 2.6 "Australian Professional Standards for Teachers" means the seven Standards which outline what teachers should know and be able to do prescribed by the Australian Institute for Teaching and School Leadership as attached at Schedule 13.
- 2.7 "Authority" means the NSW Education Standards Authority to oversee accreditation and recognition of a teacher's professional capacity against the Australian Professional Standards under the Teacher Accreditation Act.
- 2.8 "Casual Teacher" means a teacher engaged, other than at the Secondary College of Languages, on an hourly or daily rate of pay in the Teaching Service.
- 2.9 "Conditionally accredited" means a teacher who has been conditionally accredited at the Graduate level who may have a degree or is in the process of obtaining further education or subject qualifications.
- 2.10 "Core Hours" means the normal daily hours of operation of a school during which classes are conducted and in a high or central school includes a daily core timetable of eight periods, or the time equivalent.
- 2.11 "Degree" means a course of study in a higher education institution leading to a degree as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.12 "Department" means the Department of Education.
- 2.13 "Deputy Principal" means a teacher appointed as such who is the deputy to the principal in a school and who acts as substitute in the absence of the principal and is required to assist generally in the management of the school and, as required, in the special duties of the principal.
- 2.14 "Diploma" means a course of study in a higher education institution leading to a diploma as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.15 "Distance Education Centre" means a school established to provide full time or part time programs of secondary or primary courses to students who cannot normally attend on a daily basis. Provided that distance education centres can be either stand alone schools or centres attached and integrated into an existing school.
- 2.16 "District Guidance Officer" means an officer appointed as such in a group of schools who is responsible to the Secretary or nominee for the guidance service within that group of schools.
- 2.17 "Education Officer" means an officer appointed as such, provided that for appointment the officer must have an appropriate degree from a higher education institution or other qualifications and experience which the Secretary determines as satisfying requirements.
- 2.18 "Educational Paraprofessional" means a person or officer employed permanently or temporarily under the provisions of the Teaching Service Act to work under the guidance of a teacher in the classroom.
- 2.19 "Employee" means a person employed in a classification covered by this award by the Secretary or delegate under the provisions of the Teaching Service Act on a permanent or temporary basis.
- 2.20 "Environmental Education Centre" means a teaching and learning facility operated by the Department which students attend to participate in educational programs relevant to all primary and secondary key learning areas and/or to receive specific instruction in field work, and which provides support to schools in implementing environmental education.
- 2.21 "Equivalent" when referring to qualifications means those qualifications deemed by the Secretary to be equivalent to specified qualifications.

- 2.22 "Executive Principal, Connected Communities" means a person or officer employed temporarily under the provisions of the *Teaching Service Act 1980* to lead the schools selected by the Department to participate in the Connected Communities strategy for the period of the operation of that strategy.
- 2.23 "Executive Director Connected Communities" means a person who is responsible for leadership and implementation of the Connected Communities strategy in the Department.
- 2.24 "Federation" means the Australian Education Union NSW Teachers Federation Branch.
- 2.25 "General Secretary" means the General Secretary of the Australian Education Union NSW Teachers Federation Branch.
- 2.26 "Graduate" means a person who has obtained a degree from a higher education institution or possesses qualifications determined by the Secretary to be equivalent to such a degree.
- 2.27 "Graduate Teacher salary" means the salaries at Step 1 and Step 2 of the teacher salary scale which apply to teachers who have undertaken an approved initial teacher education program and met the Australian Professional Standards for Teachers at the Graduate level. It is mandatory for new teachers to be provisionally or conditionally accredited at Graduate teacher level to be approved for teaching in NSW.
- 2.28 "Graduate Diploma" means a course of study in a higher education institution leading to a graduate diploma as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.29 "Head Teacher" means a teacher who is appointed as such in a high school, distance education centre or central school, and is responsible to the principal for the program of work in a designated subject or learning area and the coordination of the work of classes in that area. The head teacher also exercises supervision over and gives advice and direction, when necessary, to other teachers in the subject or learning area in addition to their teaching duties. Provided that head teachers may be appointed with specific designated responsibilities, including:
- 2.29.1 Head teacher (female students) advises female school students and promotes their interests in a high school or a secondary department of a central school where the enrolment of female school students in the school or department exceeds 500.
- 2.29.2 Head teacher (welfare) assists the principal and or deputy principal in the area of student welfare. Head teacher (welfare) includes head teacher (welfare) - residential agricultural high schools.
- 2.29.3 Head teacher (administration) is responsible for assigned duties associated with the general administration of the school.
- 2.30 "Higher Education Institution" means a university or other tertiary institution recognised by the Secretary which offers degrees, diplomas or teacher education courses.
- 2.31 "Highly Accomplished/Lead Teacher" means a teacher who has demonstrated the Australian Professional Standards for Teachers at the Highly Accomplished or Lead level and is accredited as such by a Teacher Accreditation Authority.
- 2.32 "Home School Liaison Officer" means a person or teacher who has been temporarily appointed to the position of home school liaison officer.
- 2.33 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales, established by the *Industrial Relations Act 1996*.
- 2.34 "In Lieu of Duties" means duties undertaken by a teacher for a teacher absent from the classroom on duty elsewhere or performing other duties when that teacher is relieved of part of their regular face to face teaching load through variations in school organisation.

- 2.35 “Leader, Psychology Practice” means a person appointed to lead a team of Senior Psychologists, Education to implement professional practices consistent with the standards of the Department and the Psychology Board of Australia. The Leader, Psychology Practice develops and implements strategies to enhance psychology services in schools, including professional development and support for the school counselling workforce.
- 2.36 "Network" means a group of principals with a Director Educational Leadership.
- 2.37 “Non-school based teacher” means a person or officer who is employed in a full time or part time position, either temporarily or permanently, under the provisions of the Teaching Service Act and the Teacher Accreditation Act, in the classification of Senior Education Officer Class 1, Senior Education Officer Class 2 or Principal Education Officer.
- 2.38 "Officer" means and includes all persons permanently employed in the Teaching Service under the provisions of the Teaching Service Act and who, on the date of commencement of the award, were occupying one of the positions covered by the award or who, after that date, are appointed to one of these positions.
- 2.39 "Parties" means the Department and the Federation.
- 2.40 "Performance and development process" is an annual process for the continuous development of a skilled and effective workforce, which includes an annual performance and development plan.
- 2.41 "Period" means, in a high or central school, a 40 minute teaching period.
- 2.42 "Principal" means a teacher appointed as such to be responsible for the management, organisation, administration, supervision and efficiency of a school and all departments in a school. A principal does not include a teacher in charge of a school.
- 2.43 “Professional Practice Framework (PPF)” means the core capabilities which outline what school counsellors should know and be able to do to guide their professional practice as a psychologist.
- 2.44 "Proficient Teacher salary" means the salaries at Step 3 through to Step 7 of the teacher salary scale which apply to teachers who are accredited at the level of Proficient. A Proficient Teacher has demonstrated the Australian Professional Standards for Teachers at the Proficient level and is accredited as such by a Teacher Accreditation Authority.
- 2.45 "Provisionally accredited" means a teacher who has been provisionally accredited at the Graduate level who has successfully completed an initial teacher education program endorsed by the Board.
- 2.46 “Psychology Board” means the Psychology Board of Australia or successor organisation.
- 2.47 "Purpose of Funding for the Principal Classification" means the funding model consisting of a base student allocation, equity loadings and targeted (individual student) funding. The amount of funding allocated to a school determines the level of school complexity.
- 2.48 "Residential Agricultural High School" means a school classified as such by the Secretary.
- 2.49 "School" means a Department school or other centre, where instruction is provided by the Department, excluding an institute and including any place designated as part of, or as an annex to, such school.
- 2.50 "School Counsellor" means a teacher with an equivalent of four years training and a major in psychology who has responsibility for providing schools with advice and support in matters relating to student academic and personal development, welfare and discipline and provides psychological and other testing as required.
- 2.51 “School Counsellor, Advanced Certification” means a School Counsellor as defined at 2.50 who has also attained Advanced Certification against the PPF, holds general registration with the Psychology Board, accreditation at proficient and has completed one year of full time service at SC5.

- 2.52 "Schools for Specific Purposes" (SSPs) for the purpose of the award are schools which are classified as such by the Secretary and are established under the *Education Act* 1990 to provide education for students with disabilities as listed in subclause 2.61.
- 2.53 "Secretary" means the Secretary, Department of Education.
- 2.54 "Senior Psychologist Education" means an officer appointed to provide professional leadership and clinical supervision to a school counselling team and who has a leadership role as part of the networked specialist centres.
- 2.55 "Service" means continuous service, unless otherwise specified in the award.
- 2.56 "Supervisor of Female Students" means a female teacher appointed as such to advise female students and to promote their interests in a high school or secondary department of a central school where the school or department does not qualify for the appointment of a head teacher (female students).
- 2.57 "Teacher" means a person or officer employed permanently or temporarily in a full time or part time teaching position, other than at the Secondary College of Languages, under the provisions of the Teaching Service Act and appointed to a school. Unless otherwise specified in the award, a teacher will include a school teacher in training.
- 2.58 "Teacher Accreditation Act" means the *Teacher Accreditation Act* 2004.
- 2.59 "Teacher Accreditation Authority" means the person or body delegated by the Secretary of the Department of Education under the Teacher Accreditation Act to accredit in government schools.
- 2.60 "Teacher in Charge (Schools)" means a teacher in charge of a centre not designated as a school determined by the Secretary where a principal is not appointed.
- 2.61 "Teacher in Charge of Residential Supervision of Agricultural High Schools" means a teacher selected by the principal to be responsible for the supervision and administration of additional duties relating to school student residence in residential agricultural high schools.
- 2.62 "Teachers of Students with Disabilities" means school teachers appointed to schools for specific purposes, or support classes in primary or high schools established to provide education for students with disabilities and including appointments as itinerant support teacher, as follows:
- 2.62.1 students with: mild intellectual disabilities (IM); moderate intellectual disabilities (IO); severe intellectual disabilities (IS); behaviour disorders (BD); emotional disabilities (ED); hearing impairments (H); language disabilities (L); physical disabilities (P); severe reading (R), vision impairments (V); and
- 2.62.2 students in: an early childhood intervention program (EC); hospital schools, Royal Far West School, Stewart House (W); and community care programs (CT).
- 2.63 "Teaching Principal" means a teacher appointed as such to be responsible for the management, organisation, administration, supervision and efficiency of a school, other than P1-P5, whose duties include classroom teaching.
- 2.64 "Teaching Service Act" means the *Teaching Service Act* 1980.
- 2.65 "Temporary Teacher" means a person employed, other than at the Secondary College of Languages, in one engagement full time for four weeks or more or in one engagement for one to four days per week for two terms or more.
- 2.66 "Temporary Employee" means and includes all persons employed on a temporary basis, other than on a casual or part time casual basis under the Teaching Service Act.

- 2.67 "Trained Teacher" means a teacher who has satisfactorily completed a prescribed course of training at a higher education institution, or such other course or courses which the Secretary determines as satisfying requirements for classification as a teacher.
- 2.68 "Year Adviser" means a teacher appointed to assist Year 7-12 students in every high school or every central school which has a secondary department.
- 2.69 "Year 12 Relieving Period" means a relieving period required to be undertaken by a teacher when that school teacher has been relieved of their timetabled Year 12 face to face teaching duties after Year 12 students leave school to sit for the Higher School Certificate Examination in Term 4 of each year.

3. Salaries

Teachers

- 3.1 Effective from the first full pay period on or after 9 October 2023:
- 3.1.1 the rates of pay for teachers arise from and reflect the implementation of a new classification structure in accordance with Schedule 1A;
- 3.1.2 the rates of pay for school counsellors arise from and reflect the implementation of a new classification structure in accordance with Schedule 1B;
- 3.1.3 salaries for home school liaison officers, aboriginal student liaison officers, education officers who are not eligible for standards based remuneration and teachers at the Secondary College of Languages will be increased by 4% in accordance with this clause and Schedules 1C and 12 respectively.

Principals

- 3.2 Salaries and rates of pay for principals will be paid in accordance with this clause and Schedules 2A and 2B. Salaries under these schedules will be increased by:
- 3.2.1 8% from the first pay period commencing on or after 9 October 2023

Other Promotions Classifications in the Teaching Service

- 3.3 Salaries and rates of pay for the officers and temporary employees will be paid in accordance with this clause and Schedule 3. Salaries under these schedules will be increased by:
- 3.3.1 8% from the first pay period commencing on or after 9 October 2023

Allowances

- 3.4 Allowances under this award will be increased by 4% from the first pay period commencing on or after 9 October 2023.

Teachers

- 3.5 The rates of pay for teachers will be in accordance with the teacher's level of accreditation on commencement of employment.
- 3.5.1 A teacher with accreditation at Graduate will commence on the Step 1 salary.
- 3.5.2 A teacher with accreditation at Proficient will commence on the Step 3 salary.
- 3.5.3 A teacher with accreditation at Highly Accomplished/Lead will commence on the Highly Accomplished/Lead Teacher salary.

The salary s are as follows:

Step 1	(Graduate)
Step 2	(Graduate)
Step 3	(Proficient)
Step 4	(Proficient)
Step 5	(Proficient)
Step 6	(Proficient)
Step 7	(Proficient)
Highly Accomplished/Lead Teacher	(Highly Accomplished/Lead)

- 3.6 Salary progression from Step 1 to Step 2 will take effect from the first full pay period after the completion of one year of full time service subject to the officer's satisfactory performance of their duties and demonstrating continued efficiency in teaching practice via an annual performance and development process.
- 3.7 Salary progression from Step 2 to Step 3 will take effect from the first full pay period after confirmation of Proficient accreditation by the Teacher Accreditation Authority for teachers who have been employed for a minimum of one year full time and subject to the officer's satisfactory performance of their duties and demonstrating continued efficiency in teaching practice via an annual performance and development process. For those teachers who have confirmation of accreditation at Proficient but do not have one year full time service, progression from Step 2 to Step 3 will take effect from the first full pay period after the completion of one year of full time service.
- 3.8 Salary progression from Step 3 to Step 4, Step 4 to Step 5, Step 5 to Step 6 and from Step 6 to Step 7 will take effect from the first full pay period after the completion of one year of full time service for those teachers who continue to meet the requirements of Proficient accreditation, including maintenance and subject to the officer's satisfactory performance of their duties and demonstrating continued efficiency in teaching practice via an annual performance and development process.
- 3.9 Salary progression from Step 7 to Highly Accomplished/Lead teacher will take effect from the first full pay period after confirmation of Highly Accomplished/Lead accreditation by the Teacher Accreditation Authority for teachers who have been remunerated at Step 7 for a minimum of one year full time and subject to the officer's satisfactory performance of their duties and demonstrating continued efficiency in teaching practice via an annual performance and development process. For those teachers who have confirmation of accreditation at Highly Accomplished/Lead but do not have one year of full time service at Step 7, progression from Step 7 to Highly Accomplished/Lead Teacher will take effect from the first full pay period after the completion of one year of full time service at Step 7
- 3.10 For the purpose of salary progression, one year of full time service is 203 days.
- 3.11 Payment of salaries under this clause is conditional upon a teacher maintaining the appropriate level of accreditation.
- 3.12 Salaries and rates of pay for teachers will be paid in accordance with subclauses 3.5 to 3.12 and Schedule 1A.

School Teachers – Transition Arrangements

- 3.13 Existing teachers will transition to the new classification structure from the first full pay period on or after 9 October 2023.
- 3.15 A teacher on Band 1 with more than 203 days of service will:
- 3.15.1 Retain any incremental credit above 203 days and move to Step 2 of the salary scale; and
- 3.15.2 Progress to Step 3 after the attainment of accreditation at Proficient and one year full time service.

- 3.15.3 Where Proficient accreditation is achieved ahead of one year full time service, progression will occur once one year of full time service is achieved.
- 3.15.4 Where one year of full time service is achieved ahead of Proficient accreditation, progression will occur once accreditation at Proficient is achieved.
- 3.15.5 Progress further in accordance with clause 3.5 to 3.12.
- 3.16 A teacher on Band 2 with less than 203 days of service will:
- 3.16.1 Move to Step 3 of the salary scale;
- 3.16.2 Progress to Step 4 of the salary scale after one year of full time service; and
- 3.16.3 Progress further in accordance with clause 3.5 to 3.12.
- 3.17 A teacher on Band 2 with more than 203 days of service will:
- 3.17.1 Retain any incremental credit above 203 days and move to Step 4 of the salary scale;
- 3.17.2 Progress to Step 5 of the salary scale after one year of full time service; and
- 3.17.3 Progress further in accordance with clause 3.5 to 3.12.
- 3.18 A teacher on Band 2.1 will:
- 3.18.1 Move to Step 5 of the salary scale;
- 3.18.2 Progress to Step 6 of the salary scale after one year of full time service; and
- 3.18.3 Progress further in accordance with clause 3.5 to 3.12.
- 3.19 A teacher on Band 2.2 will:
- 3.19.1 Move to Step 6 of the salary scale;
- 3.19.2 Progress to Step 7 of the salary scale after one year of full time service; and
- 3.19.3 Progress further in accordance with clause 3.5 to 3.12.
- 3.20 A teacher on Band 2.3 will:
- 3.20.1 Move to Step 7 of the salary scale.
- 3.20.2 Progression to the Highly Accomplished/Lead Teacher rate will only apply to teachers after the attainment of accreditation at Highly Accomplished or Lead and one year full time service.
- 3.20.3 Where Highly Accomplished or Lead accreditation is achieved ahead of one year full time service, progression will occur once one year of full time service is achieved.
- 3.20.4 Where one year of full time service is achieved ahead of Highly Accomplished or Lead accreditation, progression will occur once accreditation at Highly Accomplished or Lead is achieved.
- 3.21 A teacher on Band 3 will:
- 3.21.1 Move to the Highly Accomplished/Lead Teacher rate.

School Counsellors

- 3.22 The rates of pay for school counsellors will be in accordance with the school counsellor's level of registration and/or teachers accreditation on commencement of employment.
- 3.22.1 A school counsellor with eligibility for registration with the Psychology Board will commence on the SC1 salary.
- 3.22.2 A school counsellor with a minimum of provisional registration with the Psychology Board will commence on the SC2 salary.
- 3.22.3 A school counsellor with evidence against the PPF, general registration with the Psychology Board will commence on the School Counsellor Advanced Certification salary.
- 3.22.4 A school counsellor who is an existing teacher with the Department at the time of commencing employment as a school counsellor will be paid no less than the applicable classroom teacher rate from Schedule 1A, up to a maximum of Step 7, on commencement as a school counsellor.

The salary structure is as follows:

SC1	Eligibility for registration with the Psychology Board
SC2	Established Certification against the PPF and a minimum of Provisional registration with the Psychology Board.
SC3	(Established Certification)
SC4	(Established Certification)
SC5	(Established Certification)
School Counsellor Advanced Certification	Advanced Certification against the PPF, full registration by the Psychology Board and accreditation at proficient by NESAs.

- 3.23 Salary progression from SC1 to SC2 will take effect from the first full pay period after confirmation of Established Certification against the PPF and a minimum of provisional registration with the Psychology Board for school counsellors who have been employed for a minimum of one year full time and subject to the satisfactory performance of their duties demonstrated via an annual performance and development process. For those school counsellors who have confirmation of Established Certification against the PPF and a minimum of provisional registration with the Psychology Board but do not have one year full time service, progression from SC1 to SC2 will take effect from the first full pay period after the completion of one year of full time service.
- 3.24 Salary progression from SC2 to SC3, from SC3 to SC4 and from SC4 to SC5 will take effect from the first full pay period after the completion of one year of full time service for those school counsellors who continue to meet the requirements of registration with the Psychology Board and subject to the satisfactory performance of their duties demonstrated via an annual performance and development process.
- 3.25 Salary progression from SC5 to School Counsellor Advanced Certification will take effect from the first full pay period after Advanced Certification against the PPF in accordance with the procedures implemented by the Department, full registration by the Psychology Board and accreditation at Proficient or higher by NESAs for school counsellors who have been remunerated at SC5 for a minimum of one year full time and subject to satisfactory performance of their duties demonstrated via an annual performance and development process. For those school counsellors who have Advanced Certification against the PPF in accordance with the procedures implemented by the Department, full registration by the Psychology Board and accreditation at Proficient or higher by NESAs but do not have one year of full time service at SC5, progression from SC5 to School Counsellor Advanced Certification will take effect from the first full pay period after the completion of one year of full time service at SC5.
- 3.26 For the purpose of salary progression, one year of full time service is 203 days.
- 3.27 Payment of salaries under this clause is conditional upon a school counsellor maintaining the appropriate level of registration/certification/accreditation.

- 3.28 Salaries and rates of pay for school counsellors will be paid in accordance with subclauses 3.22 to 3.27 and Schedule 1B.

School Counsellor - Transition Arrangements

- 3.29 Existing school counsellors will transition to the new classification structure from first full pay period on or after 9 October 2023.

- 3.30 A School Counsellor on Band 1 with less than 203 days of service will:

3.30.1 Move to SC1 of the salary scale; and

3.30.2 Progress to SC2 after attainment of a minimum of provisional registration and Established Certification against the PPF and one year of full time service.

3.30.3 Where minimum of provisional registration and Established Certification against the PPF is achieved ahead of one year of full time service, progression will occur once one year of full time service is achieved.

3.30.4 Where one year of full time service is achieved ahead of a provisional registration and Established Certification against the PPF, progression will occur once provisional registration and Established Certification against the PPF is achieved.

3.30.5 Progress further in accordance with clause 3.22 to 3.27.

- 3.31 A School Counsellor on Band 1 with more than 203 days of service but without provisional registration and Established Certification against the PPF will:

3.31.1 Move to SC1 of the salary scale; and

3.31.2 Progress to SC2 after the attainment of provisional registration and Established Certification against the PPF; and

3.31.3 Progress further in accordance with clause 3.22 to 3.27.

- 3.32 A School Counsellor on Band 2 with less than 203 days of service will:

3.32.1 Move to SC2 of the salary scale;

3.32.2 Progress to SC3 of the salary scale after one year of full time service; and

3.32.3 Progress further in accordance with clause 3.22 to 3.27.

- 3.33 A School Counsellor on Band 2 with more than 203 days of service will:

3.33.1 Move to SC3 of the salary scale;

3.33.2 Progress to SC4 of the salary scale after one year of full time service; and

3.33.3 Progress further in accordance with clause 3.22 to 3.27.

- 3.34 A School Counsellor on Band 2.1 will:

3.34.1 Move to SC3 of the salary scale;

3.34.2 Progress to SC4 of the salary scale after one year of full time service; and

3.34.3 Progress further in accordance with clause 3.22 to 3.27.

3.35 A School Counsellor on Band 2.2 will:

3.35.1 Move to SC4 of the salary scale;

3.35.2 Progress to SC5 of the salary scale after one year of full time service; and

3.35.3 Progress further in accordance with clause 3.22 to 3.27.

3.36 A School Counsellor on Band 2.3 will:

3.36.1 Move to SC5 of the salary scale.

3.36.2 Progression to School Counsellor Advanced Certification will only apply to School Counsellors after the attainment of Advanced Certification against the PPF, general registration with the Psychology Board, accreditation at Proficient and one year full time service.

3.36.3 Where Advanced Certification against the PPF is achieved ahead of one year of full time service, progression will occur once one year of full time service is achieved.

3.36.4 Where one year of full time service is achieved ahead of Advanced Certification against the PPF, progression will occur once Advanced Certification against the PPF is achieved.

3.37 A School Counsellor on Band 3 will move to the School Counsellor Advanced Certification rate.

HSLO/ASLO/Education Officers – Salary Scale

3.38 Home School Liaison Officers, Aboriginal Student Liaison Officers and Education Officers who are not eligible for standards based remuneration will be remunerated on the salary scale at Schedule 1C. Salaries and rates of pay for HLSO's/ASLO's/EO's will be paid in accordance with subclauses 3.39 to 3.40 and Schedule 1C.

3.39 Minimum salaries on commencement of employment and maximum salaries for those classifications remunerated on the salary scale in Schedule at 1C are set out in the table below:

Classification	Minimum starting salary	Maximum salary
Education officers and Aboriginal student liaison officers: Non graduates	Step 5	Step 13
Graduates without teacher training	Step 5	Step 13
Graduates with five years of training	Step 6	Step 13

3.40 Subject to clause 6, Salary Progression and Maintenance, clause 21, Calculation of Service, officers and temporary employees will progress without change to their incremental date by way of annual increments to Step 13 on the salary scale as set out in Schedule 1C.

Principal Classification Structure

3.41 Principals will be classified as follows and paid in accordance with Schedule 2A.

3.41.1 Teaching Principal (TP1) or Associate Principal

3.41.2 Teaching Principal (TP2) or Associate Principal

3.41.3 Principal 1 (P1)

3.41.4 Principal 2 (P2)

3.41.5 Principal 3 (P3)

- 3.41.6 Principal 4 (P4)
- 3.41.7 Principal 5 (P5)
- 3.42 The rate of pay for a principal will provide for a base principal salary and a complexity loading for principals in the classifications of P2, P3, P4 and P5.
- 3.43 The principal classification in is derived from the school funding allocation as prescribed by the Purpose of Funding for the Principal Classification document.
- 3.44 An annual review of funding thresholds will take place linked to the release of the school funding allocations and from the previous school year.
- 3.45 Base salaries and complexity loadings will be adjusted where applicable in accordance with subclause 3.2.
- 3.46 In circumstances where the application of the school funding allocation to a school results in a higher principal classification, the principal will, while they remain at that school, receive the new salary effective from Day 1, Term 1 of the following year.
- 3.47 In circumstances where the application of the school funding allocation to a school results in a lower principal classification, the principal will, while they remain at that school, retain their classification, complexity loading and salary for a period of three years effective from Day 1, Term 1 of the following year.
- At the end of the three year period, the principal's classification, complexity loading and salary will revert to the relevant level in accordance with Schedule 2A.
- 3.48 Principals who hold a substantive principal position and choose to remain on the former principal classification structure will be remunerated according to Schedule 2B under the previous enrolment based classification and review procedure with salaries increased in accordance with subclause 3.2.

4. Deduction of Union Membership Fees

- 4.1 The union will provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 4.2 The union will advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 4.3 Subject to 4.1 and 4.2 above, the employer must deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 4.4 Monies so deducted from employees' pay must be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 4.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees must be deducted on a fortnightly basis.
- 4.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

5. Allowances

- 5.1 Allowances will be paid in accordance with this clause and Schedules 7 and 8. Allowances in terms of Schedule 7 will be paid to officers and or temporary employees in the circumstances set out in subclauses 5.2 to 5.7 inclusive.
- 5.2 In lieu of evening work, weekend work, travel time (where applicable) and all additional duties and responsibilities involved to:
- 5.2.1 Home school liaison officers and Aboriginal student liaison officers.
 - 5.2.2 Teachers in charge
 - 5.2.3 Year advisers.
 - 5.2.4 Teachers other than the principal appointed to teach classes of students with disabilities.
 - 5.2.5 Principals of schools designated by the Secretary as schools for specific purposes.
 - 5.2.6 The Principal of Stewart House.
 - 5.2.7 The deputy principal (primary) or assistant principal of a central school.
- 5.3 In demonstration schools to:
- 5.3.1 principals -
Former PP1 and PP2 schools, classified as such prior to 1 January 2016, which receive the allowance under subclause 5.3.1 will continue to be paid this allowance for the duration of this award.
 - 5.3.2 other promotions positions; and
 - 5.3.3 trained teachers.
- 5.4 In schools where there is a requirement for demonstration lessons to be taken to:
- 5.4.1 teachers, for each demonstration lesson in excess of two in any term actually given by them; and
 - 5.4.2 teachers at any other school at which demonstration lessons are given in respect of authorised demonstration lessons for:
each half hour lesson; or
each 40 minute lesson involving secondary students.
 - 5.4.3 provided that payments made to teachers under paragraphs 5.4.1 and 5.4.2 of this subclause are subject to a maximum per annum payment; and for the purpose of this subclause a demonstration lesson will mean a lesson authorised by or on behalf of a university given to student teachers, or a lesson given to another group approved by the Secretary.
- 5.5 In residential agricultural high schools to:
- 5.5.1 teachers rostered for out of normal hours student supervision;
 - 5.5.2 head teacher (welfare) for residential supervision;
 - 5.5.3 a teacher appointed to be in charge of residential supervision;

- 5.5.4 principals for on call and special responsibilities; and
- 5.5.5 deputy principals for on call and special responsibilities.
- 5.6 To supervisors of female students:
 - 5.6.1 Where the average attendance of female students does not exceed 200;
 - 5.6.2 Where the average attendance of female students exceeds 200 but does not exceed 400;
 - 5.6.3 Where the average attendance of female students exceeds 400.
- 5.7 Education officers who have been on top of their appropriate salary scale for a period of twelve months and have demonstrated to the satisfaction of the Secretary by the work performed and results achieved, the aptitude, abilities and qualities warranting such payment will receive an additional payment as set out in Schedule 7 and, after a further twelve months, an additional allowance of the same amount.
- 5.8 Locality and related allowances will be paid as set out in Schedule 8.
- 5.9 To Executive Principals, Connected Communities as set out in Schedule 7 subject to the:
 - 5.9.1 completion by the Executive Principal, Connected Communities of five (5) years of service in that position; and
 - 5.9.2 satisfactory performance of the Executive Principal, Connected Communities in that position at the end of the five year period as determined by the Executive Director, Connected Communities; and
 - 5.9.3 on completion of each subsequent five years of service in that position subject to the provisions of 5.9.2 above.

6. Salary Progression and Maintenance

- 6.1 Salary progression for teachers under standards based remuneration will occur in accordance with the provisions of subclauses 3.5 to 3.12.
- 6.2 Salary progression for school counsellors under standards based remuneration will occur in accordance with the provisions of subclauses 3.22 to 3.28.
- 6.3 All progression for temporary teachers is subject to the provisions of subclause 22.4 of clause 22, Temporary Teachers.
- 6.4 Those officers prescribed at subclause 3.38 will be entitled to progress along or be maintained on the salary scale after each 203 days of service subject to the officer's satisfactory performance of their duties and demonstrating continuing efficiency in teaching practice via an annual performance and development process.
- 6.5 A temporary teacher relieving in a TP1 or AP1 position or Principal - Environmental Education Centre or Hospital School or Grade 1 position under clause 24, Relief in TP1 or AP1 or Principal - Environmental Education Centre or Hospital School or Grade 1 Positions, will be entitled to be maintained at that salary level subject to the provisions of subclause 22.4 of clause 22, Temporary Teachers.

7. Performance and Development Processes for Teachers

- 7.1 The Secretary can vary the Performance and Development Framework that was jointly developed by the parties and/or replace it with one or more new performance and development framework policies, following consultation with the parties.

8. Salary Packaging

- 8.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedules 1A, 1B, 1C, 2A, 2B, 3, 4, and 5 of this award and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.
- 8.2 An employee may, by agreement with the employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.
- 8.3 Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.
- 8.4 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and employer, will be provided in a separate written agreement, in accordance with the Department's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.
- 8.5 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:
- 8.5.1 any fringe benefits tax liability arising from a salary packaging arrangement; and
 - 8.5.2 any administrative fees.
- 8.6 Where the employee makes an election to salary package the following payments made by the employer in relation to an employee will be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:
- 8.6.1 Superannuation Guarantee Contributions;
 - 8.6.2 any salary-related payment including but not limited to allowances and workers compensation payments; and
 - 8.6.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

9. Initial Appointments

- 9.1 All initial appointments must be on the basis of merit.
- 9.2 The initial appointment of all officers will be for a minimum probationary period of one year. Confirmation of an officer's permanent appointment will depend on the officer meeting the Department's requirements for permanent appointment current at that time.

10. Teaching in More Than One Location

- 10.1 Teachers may be programmed to teach in more than one location.
- 10.1.1 Where this occurs there will be full consultation with the affected teacher or teachers, including sufficient notice and any specific needs of the affected teacher or teachers will be taken into account.
 - 10.1.2 A teacher who is appointed to a school and is programmed to teach in more than one school will be entitled to the travel compensation provisions at Part B of Schedule 9, Excess Travel and Compensation for Travel on Official Business.

11. Deferred Salary Scheme

- 11.1 Officers may seek to join the Department's deferred salary scheme.
- 11.2 Successful applicants may defer twenty per cent of their salary for the first four years and be paid the deferred salary in the fifth year.
- 11.3 The deferred salary scheme does not apply to temporary teachers.

12. Compensation for Travel on Department Business

- 12.1 Where an employee is required and authorised to travel on Department business in the performance of their duties, compensation for travel will be determined in accordance with the provisions of Schedule 9- Excess Travel and Compensation for Travel on Official Business.

13. Assessment and Reporting and Quality of Educational Outcomes

- 13.1 The following will be implemented:
 - 13.1.1 annual school reports and associated school self-evaluation and improvement programs;
 - 13.1.2 school development policy;
 - 13.1.3 the Higher School Certificate;
- 13.2 These will be subject to the protocols agreed to in 1997 in relation to Annual School Self-Evaluation, Annual School Reporting and external test data (contained in Matter No. IRC 3925/97 as tabled in the Industrial Relations Commission).
- 13.3 The parties agree to negotiate on variations, if any, to the policies and procedures in place at the commencement of the award, relevant to annual school reports, school self-evaluation committees and school reviews.

14. Teacher Efficiency Process

- 14.1 The Teacher Improvement Programs relevant to each classification under this award will apply to all employees.
- 14.2 Any changes to existing procedures or the development of new procedures will be the subject of consultation between the parties.

15. Teaching Hours for Years 11 and 12

- 15.1 The purpose of this clause is to increase the delivery of Vocational Education and Training in schools and to enhance the curriculum opportunities available for post compulsory secondary students arising from the new Higher School Certificate.
- 15.2 A secondary school must have core hours sufficient to operate an eight by 40 minute period timetable per day (or its equivalent).
- 15.3 A principal will arrange for timetabling of classes for the year (or other period over which a school's timetable may apply) to maximise the extent to which the curriculum preferences of Year 11 and 12 students can be satisfied to meet the purpose expressed in subclause 15.1 above.
- 15.4 In addition to the core hours a principal may timetable classes for Years 11 and 12 outside core timetable hours between 7.30am and 5.30pm Monday to Friday, where not to do so would unnecessarily restrict Year 11 and 12 student course choice, provided that:
 - 15.4.1 the principal has consulted with the school community; and

- 15.4.2 has taken into account the issues of course access for Year 11 and 12 students, parental concerns and practical matters relating to the operation of classes at such times.
- 15.5 A teacher must not unreasonably refuse to teach classes at this time.
- 15.6 Provided that the overall hours of duty of the school teacher will not be exceeded, a teacher timetabled in accordance with this clause and working beyond the core timetable hours will be entitled to an equivalent period of core timetabled time off during the week for the time beyond the core time so taught. Wherever possible, the time off should be at the beginning or end of the core hours of the school day.
- 15.7 A teacher will not be required to be timetabled both before and after the core hours on any given day.

16. Allocation of Duties in High Schools

- 16.1 Teachers (other than teachers in training), head teachers and deputy principals in high schools may be required to teach the following periods (or their time equivalent):

Classification	Teaching periods per week	Periods per week, as determined by the principal, for sport (refer to subclause 16.6)
Teachers in High Schools	28	up to 3
Head Teachers in High Schools	22	up to 3
Deputy Principals in High Schools	14	up to 3

- 16.2 A principal may require a teacher (other than a teacher in training), head teacher or deputy principal in high schools to relieve an absent colleague by working the following alternate periods as defined in subclause 2.3:

Classification	Additional Alternate Periods
	per term
Teachers in High Schools	Up to 6
Head Teachers in High Schools	Up to 5
Deputy Principals in High Schools	Up to 3

- 16.3 Provided that such alternate periods will be allocated:
- 16.3.1 with due regard to the non-teaching duties required to be performed by the teacher, head teacher or deputy principal; and
- 16.3.2 as far as possible to a teacher, head teacher or deputy principal in the same faculty as that of the absent teacher.
- 16.4 Nothing in subclauses 16.1 to 16.3 will preclude a teacher from working school generated or other alternate periods on a voluntary basis where the exigencies of the work and the welfare of the students so require.
- 16.5 Teachers may, at the discretion of the principal, be required to take "in lieu of" classes as defined in subclause 2.34.
- 16.6 In lieu of requiring a teacher to supervise sporting activity in accordance with subclause 16.1 of this clause, a principal of a school, with the agreement of the teacher or teachers concerned, may make provision for that teacher or teachers to undertake two periods of alternate face to face teaching duties during weekdays or to undertake sports supervision on weekends.
- 16.7 A principal may require all teachers with Year 12 classes to take, from the time Year 12 students leave to sit for their Higher School Certificate examinations in Term 4 of each year, up to 50 per cent of their

timetable load of Year 12 classes as Year 12 relieving periods. So far as possible, periods will be allocated to a teacher in the same faculty as that of the absent teacher.

17. Teaching Outside Normal School Hours

- 17.1 A principal, with the agreement of the teacher or teachers concerned, may make provision for timetabling of certain classes other than Years 11 and 12 classes beyond the core hours of operation of a school and for teachers to work within those extended hours. Provided that the overall hours of duty of the teacher must not be exceeded.
- 17.2 A teacher commencing or finishing duty before or after the required attendance for the core hours at the school, will be entitled to an equivalent period of time off during the week. Wherever possible, the time allocated in lieu of extended duty should be at the beginning or end of the core hours of the school day.

18. Alternative Work Organisation

- 18.1 Except as provided in clause 10, Teaching in More Than One Location; clause 15, Teaching Hours for Years 11 and 12; or clause 17, Teaching Outside Normal School Hours:
- 18.2 The parties agree to provide options which facilitate alternative work organisations in schools.
- 18.3 Teaching staff in a school or other workplace may seek to vary its organisation in order to improve students' learning conditions and or to improve teachers' working conditions, provided that:
- 18.3.1 the proposal can be implemented within the school's or workplace's current staffing entitlement;
- 18.3.2 the proposal has the concurrence of the principal (or other responsible officer) and the majority of the staff;
- 18.3.3 the teachers directly affected by the proposal concur;
- 18.3.4 consultation with staff, parents, students and relevant community groups is undertaken where appropriate;
- 18.3.5 consideration is given to equity and gender and family issues involved in the proposal;
- 18.3.6 proposed variations in work arrangements are in writing and approved by the Secretary or nominee and Federation organiser or state office director and senior officer of the Federation, prior to implementation;
- 18.3.7 if either party believes that the proposed variation in work organisation is in conflict with the provisions of the award, then the proposal will be forwarded to the Alternative Work Organisation Committee, consisting of two senior officers of the Department and of the Federation, or nominees, to review the proposals developed;
- 18.3.8 where the Alternative Work Organisation Committee considers a proposed variation in work arrangements which complies with 18.3.1 to 18.3.6 above conflicts with the provisions of the award the parties may apply to the Industrial Relations Commission to vary the award by consent; and
- 18.3.9 the parties agree to continue to trial and review pilots on work organisation in schools to facilitate flexibility in order to respond to increasing student enrolments.

19. Teachers Appointed to More Than One School

- 19.1 Where in any school a teacher cannot be, or has not been, allocated a complete teaching load the teacher may be appointed to teach in more than one school. Such teachers include teacher librarians and teachers of English as a second language.

- 19.2 A teacher appointed to two or more schools will be entitled to the travel compensation and excess travel provisions of Part A of Schedule 9, Excess Travel and Compensation for Travel on Official Business.

20. Qualifications, Recruitment and Training

- 20.1 The minimum academic qualifications, vocational experience and or industrial experience and teacher training requirement for appointment as a teacher or other officer will be determined by the Secretary.
- 20.2 The Secretary will determine the procedures and mode of appointment for the recruitment of teachers from persons with an appropriate mix of academic qualifications, teacher training and or industry/vocational experience during or prior to the completion of appropriate academic qualifications or teacher training.

21. Calculation of Service

- 21.1 In calculating the years of service for the purposes of this award, the following will not be taken into account:
- 21.1.1 any time period during which an employee is not eligible to progress by reason of failure to satisfy any condition attaching to salary progression under this award;
- 21.1.2 any leave of absence without pay exceeding five days in any year of service;
- 21.1.3 any time period necessary to give full effect to a reduction in salary imposed by the Secretary under the provisions of the *Teaching Service Act 1980*.

22. Temporary Teachers

- 22.1 From January 2001, temporary teachers were entitled to pro rata salary and conditions of permanent teachers, other than the provisions at clause 11, Deferred Salary Scheme.
- 22.2 The Department will maintain the following practice: when a teacher has occupied a single substantive part time position for more than two years and it is expected that the position will continue, the teacher may apply for conversion to permanent part time status in that position.
- 22.3 The Department will seek to maximise the filling of vacancies in schools by the appointment of permanent teachers, including permanent part time teachers, where reasonably practical.
- 22.4 Subject to the provisions of clause 21, and the temporary teacher/school counsellor demonstrating continuing efficiency in teaching / counselling practice via an annual performance and development process, satisfactory performance and professional growth, will be entitled to be maintained on the salary level for a promotions position after each 12 months of service. Salary progression for temporary teachers and school counsellors under standards based remuneration will occur in accordance with the provisions of subclauses 3.5 to 3.12 and 3.22 to 3.28 respectively.
- 22.5 Subject to the provisions of clause 21, and demonstrating continuing efficiency in teaching practice via an annual performance and development process, satisfactory performance and professional growth, those employed temporarily in classifications prescribed at subclause 3.38 will be entitled to progress or to be maintained on the salary level for a promotions position after each 12 months of service or to progress to the next step of the salary scale following the completion of 203 days of service irrespective of breaks in that service.

23. Casual Teachers and Casual School Counsellors

- 23.1 The rates of pay for casual teachers are set out in Schedule 4, Table 1 and Table 2.
- 23.2 The daily hours of engagement for a casual teacher, which will be worked continuously, will be six and one half hours per day, including a 30 minute break during those hours.

- 23.3 The minimum daily engagement for casual teachers will be two hours.
- 23.4 Where a casual teacher relieves a teacher who has been timetabled to teach as provided in clause 15, Teaching Hours for Years 11 and 12, then the provisions of subclause 15.6 and 15.7 of that clause will apply to the casual teacher provided that the time off can be taken either at the beginning or end of the six and one half hour period of daily engagement of the casual teacher.
- 23.5 Where a casual teacher reports to a school for duty on any day on the basis of a request by an authorised officer and is then advised that their services are not required, the casual teacher will be entitled to receive payment for one half of one day's pay at the appropriate rate in Schedule 4, Table 1 and Table 3.
- 23.6 The rates of pay of casual teachers are loaded by 5 per cent to be inclusive of the following incidents of employment: sick leave, family and community service leave, special leave and leave loading. Entitlements under the *Long Service Leave Act 1955* and Determination 5 of 2006, Casual School Teachers Adoption, Bereavement, Maternity, Parental and Personal Carer's Entitlements or its successor, are not affected.
- 23.7 Casual teachers will receive either a CT1, CT2 or CT3 rate of pay as provided for in Table 1 of Schedule 4 in accordance with their accreditation. Accreditation requirements for teachers are prescribed at subclause 3.5.
- 23.8 Casual teachers who commence work at the CT1 rate of pay will be required to work for a minimum of the full time equivalent of two years before being eligible to receive the CT2 rate of pay if they have attained the relevant accreditation. Casual teachers will be required to work for a further minimum of the full time equivalent of two years before being eligible to receive the CT3 rate of pay provided they have maintained the relevant accreditation.

Casual School Teacher - Transition Arrangements

- 23.9 Existing casual school teachers will transition to the new classification structure from first full pay period on or after 9 October 2023.
- 23.10 A casual teacher on Band 1 will:
- 23.10.1 Move to CT1 of the salary scale; and
 - 23.10.2 Progress to CT2 of the salary scale after two years full time service and proficient accreditation.
 - 23.10.3 Where Proficient accreditation is achieved ahead of two years full time service, progression will occur once two years of full time service is achieved.
 - 23.10.4 Where two years of full time service is achieved ahead of Proficient accreditation, progression will occur once accreditation at proficient is achieved.
- 23.11 A casual teacher on Band 2 with less than 406 days of service will:
- 23.11.1 Move to CT2 of the salary scale; and
 - 23.11.2 Progress to CT3 after two years of full time service.
- 23.12 A casual teacher on Band 2 with more than 406 days of service will:
- 23.12.1 Move to CT3 of the salary scale.
- 23.13 Casual school counsellors will receive either a CSC1 or CSC2 rate of pay as provided for in Table 2 of Schedule 4 in accordance with their registration. Registration requirements for CSC1 and CSC2 are prescribed at clause 3.22 and 3.28.

Casual School Counsellor - Transition Arrangements

- 23.14 Existing casual school counsellors will transition to the new classification structure from first full pay period on or after 9 October 2023.
- 23.15 A casual school counsellor on Band 1 will:
- 23.15.1 Move to CSC1 of the salary scale; and
 - 23.15.2 Progress to CSC2 of the salary scale after one year of full time service and attainment of minimum of provisional registration and Established Certification against the PPF.
 - 23.15.3 Where minimum of provisional registration and Established Certification against the PPF is achieved ahead of one year of full time service, progression will occur once one year of full time service is achieved.
 - 23.15.4 Where one year of full time service is achieved ahead of minimum of provisional registration and Established Certification against the PPF, progression will occur once minimum of provisional registration and Established Certification against the PPF is achieved.
- 23.16 A casual School Counsellor on Band 1 with more than 203 days of service without provisional registration and Established Certification against the PPF will:
- 23.16.1 Move to CSC1 of the salary scale; and
 - 23.16.2 Progress to CSC2 of the salary scale after the attainment of minimum of provisional registration and Established Certification against the PPF.
- 23.17 A casual School Counsellor on Band 1 with more than 203 days of service and with provisional registration and Established Certification against the PPF will:
- 23.17.1 Move to CSC2 of the salary scale.
- 23.18 A casual School Counsellor on Band 2 will:
- 23.18.1 Move to CSC2 of the salary scale.

24. Relief in TP1 or AP1 Position or Principal - Environmental Education Centre or Hospital School Grade 1

- 24.1 Where the qualification period for the payment of higher duties is satisfied:
- 24.1.1 a casual teacher relieving in a TP1 or AP1 position or as a Principal - Environmental Education Centre or Hospital School Grade 1 in excess of ten days will be paid the daily rate equivalent as set out in Schedule 4, Table 2; and
 - 24.1.2 a temporary teacher relieving in a TP1 or AP1 position or as a Principal - Environmental Education Centre or Hospital School Grade 1 will be paid the salary of the position on a pro rata basis.
- 24.2 Where a TP1 or AP1 position or a position as a Principal - Environmental Education Centre or Hospital School Grade 1 has been advertised and there are no available officers in the Teaching Service who apply for the position, then a casual teacher or a temporary teacher who meets the merit selection criteria may be appointed to the TP1 or AP1 or Principal - Environmental Education Centre or Hospital School Grade 1 on a temporary basis for the remainder of the year.

25. Training and Development

- 25.1 The Secretary will schedule each year two days during school time for the purpose of system and school training and development.
- 25.2 The Secretary will approve additional periods during school time for training and development of staff in some system priorities.
- 25.3 The Secretary will also provide a program of training and development opportunities for staff outside of school hours.

26. Multi Skilling

- 26.1 Subject to appropriate qualifications, training and taking into account a teacher's long term career path opportunities, the Secretary may make provisions for teachers to extend or vary classifications on a temporary or permanent basis for:
 - 26.1.1 primary teachers to teach Years 7 and 8 and secondary teachers to teach Years 5 and 6 classes;
 - 26.1.2 secondary teachers to teach across subject areas in high schools; and
 - 26.1.3 secondary or primary teachers to teach in subject areas covered by their qualifications, notwithstanding faculty organisations.
- 26.2 The Secretary will:
 - 26.2.1 identify such other long term and short term priority areas for multi skilling to meet the needs of the Department; and
 - 26.2.2 designate any appropriate qualifications and training or course accreditation requirements.
- 26.3 To retrain teachers for identified priority areas, the Secretary will establish appropriate retraining courses of appropriate content and duration.

27. Duties as Directed

- 27.1 The Secretary or delegate, nominee or representative may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classifications covered by the award and provided that such duties are not designed to promote deskilling.
- 27.2 The Secretary may direct an employee to carry out such duties and use such tools, materials and equipment as may be required, provided that the employee has been properly trained in the use of such tools, materials and equipment.
- 27.3 Any directions issued by the Secretary pursuant to subclauses 27.1 and 27.2 must be consistent with the Secretary's responsibility to provide a safe and healthy working environment.

28. Other Rates of Pay

- 28.1 Other rates of pay in schools will be paid in terms of Schedule 5.

29. Home School Liaison Officers and Aboriginal Student Liaison Officers - Special Conditions

- 29.1 Special conditions covering home school liaison officers and Aboriginal student liaison officers are set out in Schedule 10.

30. Teachers in Residential Agricultural High Schools - Special Conditions

- 30.1 Special conditions covering teachers at residential agricultural high schools are set out in Schedule 11.

31. Dispute Resolution Procedures

- 31.1 Subject to the provisions of the *Industrial Relations Act* 1996, the following procedures will apply:
- 31.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the employee and or the Federation's workplace representative will raise the matter with the appropriate principal or supervisor as soon as practicable.
- 31.1.2 The principal or supervisor will discuss the matter with the employee and or the Federation's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 31.1.3 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 employee and or the Federation may raise the matter with an appropriate officer of the Department, either the Director, Educational Leadership or at the Executive Director level, with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.
- 31.1.4 Where the procedures in paragraph 31.1.3 do not lead to resolution of the dispute, the matter will be referred to the Chief People Officer of the Department and the Branch Secretary of the Federation. They or their nominees will discuss the dispute with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 31.2 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

32. No Further Claims

- 32.1 Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there are to be no further claims/demands or proceedings instituted by a party to this Award before the NSW Industrial Relations Commission for extra or reduced wages, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 9 October 2024.

33. Anti-Discrimination

- 33.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 33.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed under clause 31, 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.
- 33.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 33.4 Nothing in this clause is to be taken to affect:
- 33.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 33.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 33.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977; and

- 33.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 33.5 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.

34. Work, Health & Safety

- 34.1 For the purposes of this clause, the following definitions will apply:
- 34.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer
- 34.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- 34.2 If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer will do the following (either directly, or through the agency of the labour hire or contract business):
- 34.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 34.2.2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely.
- 34.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- 34.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 34.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

35. Secondary College of Languages

- 35.1 The conditions of employment and rates of pay for employees (that term is defined in clause 2.8 of Schedule 12) at the Secondary College of Languages are exclusively as provided for in Schedule 12 to this award.
- 35.2 Such employment under Schedule 12 of this award is separate from any employment addressed elsewhere in this award under the Teaching Service Act.

36. Educational Paraprofessionals

- 36.1 Educational paraprofessionals will be remunerated in accordance with Schedule 6 of this award depending on their qualifications. Educational Paraprofessionals will be entitled to progress along or be maintained on the Educational Paraprofessional salary scale after each 203 days of service subject to demonstrating satisfactory performance.

- 36.2 Educational paraprofessionals are employed in conjunction with National Partnership programs, as participants in internship and cadetship programs and as required for other initiatives undertaken in the Department.

37. Australian Professional Standards for Teachers

- 37.1 The parties agree that the standards used for the determination of teacher salaries under this award will be the seven standards comprising the Australian Professional Standards for Teachers as at December 2013 and set out in Schedule 13 to this award.
- 37.2 Achievement of these standards will be demonstrated through accreditation and maintenance at the Proficient teacher level and Highly Accomplished teacher level in line with the requirements of the Authority.

38. Area, Incidence and Duration

- 38.1 This award rescinds and replaces the Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award published 20 January 2023 (393 I.G. 1120).
- 38.2 This award will commence on and from 1 January 2022 and remain in force until 8 October 2024.
- 38.3 The changes made by variation to the Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award published 20 January 2023 (393 I.G. 1120) will take effect from 9 October 2023.

SCHEDULE 1A

TEACHER SALARIES - STANDARDS BASED REMUNERATION

The following salary scale applies to teachers.

Classification	Salary to commence on or after 9.10.2023 \$
Step 1	85,000
Step 2	91,413
Step 3	95,317
Step 4	99,220
Step 5	106,131
Step 6	114,115
Step 7	122,100
Highly Accomplished/Lead	129,948
Teacher	

SCHEDULE 1B

SCHOOL COUNSELLOR SALARIES -STANDARDS BASED REMUNERATION

The following salary scale applies to school counsellors.

Classification	Salary to commence on or after 9.10.2023 \$
SC1	95,317
SC2	99,200
SC3	106,131
SC4	114,115
SC5	140,502
School Counsellor Advanced Certificate	151,742

SCHEDULE 1C**HOME SCHOOL LIAISON OFFICERS, ABORIGINAL STUDENT LIAISON OFFICERS,
EDUCATION OFFICERS - SALARY SCALE**

The following salary scale applies to existing home school liaison officers, Aboriginal student liaison officers and education officers who are unable to achieve accreditation with NESAs.

Current Salary steps	Salary to commence on or after 9.10.2023 \$
Increase	4%
Step 13	117,564
Step 12	107,257
Step 11	103,189
Step 10	99,130
Step 9	95,070
Step 8	91,010
Step 7	86,945
Step 6	82,880
Step 5	78,823

SCHEDULE 2A**PRINCIPAL CLASSIFICATION STRUCTURE**

Classification	Salary to commence on or after 9.10.2023 \$
Increase	8%
Teaching Principal 1 (TP1) or Associate Principal	140,502
Teaching Principal 2 (TP2) or Associate Principal	164,044
P1	168,547 (Base level)
P2	181,413 (Base level + 12,866 complexity loading)
P3	201,040 (Base level + 32,493 complexity loading)
P4	209,831 (Base level + 41,284 complexity loading)
P5	216,264 (Base level + 47,717 complexity loading)

SCHEDULE 2B**FORMER PRINCIPAL CLASSIFICATION STRUCTURE**

The following salary scale applies to existing principals who did not opt-in to the principal classification structure at 2A.

Table 1

Classification	Salary to commence on or after 9.10.2023 \$
Increase	8%
High School Principal	
Grade 1 (PH1)	209,831
Grade 2 (PH2)	201,040
Central School Principal	

PC1	198,144
PC2	182,720
PC3	175,320
PC4	169,433
Primary School Principal	
PP1	196,226
PP2	180,950
PP3	173,619
PP4	167,794
PP5	164,044
PP6	140,502
Principal - Environmental Education Centre or Hospital School Grade 2	164,044
Principal - Environmental Education Centre or Hospital School Grade 1	140,502

Table 2

Classification	Salary to commence on or after 9.10.2023 \$
Increase	8%
Executive Principal, Connected Communities	231,868

Note: The new principal classification structure which commenced in 2016 does not apply to the position of Executive Principal, Connected Communities.

SCHEDULE 3**OTHER PROMOTIONS CLASSIFICATIONS IN THE TEACHING SERVICE**

Classification	Salary to commence on or after 9.10.2023 \$
Increase	8%
School based teaching service	
High School Deputy Principal	164,044
Deputy Principal (Secondary) Central School	164,044
Primary School Deputy Principal	164,044
Deputy Principal (Primary) Central School	164,044
Assistant Principal Primary School	140,502
Assistant Principal Central School	140,502
Head Teacher High School	140,502
Head Teacher Central School	140,502
Leader, Psychology Practice	168,547*
Senior Psychologist Education (formerly District Guidance Officer)	164,044*
Senior Assistant in Schools	125,262
Non School based teaching service	
Principal Education Officer	182,926
Senior Education Officer Class 2	164,865
Senior Education Officer Class 1	
Year 1	140,502
Year 2	146,308
Year 3	152,114

*Structural change for SPE and LPP classifications has determined salary increases

SCHEDULE 4**RATES OF PAY - CASUAL TEACHERS AND CASUAL SCHOOL COUNSELLORS****Table 1**

Casual Teachers	Rates to commence on or after 9.10.2023 \$
CT1	439.66
CT2	493.02
CT3	548.95

Table 2

Casual Teachers	Rates to commence on or after 9. 10.2023 \$
CSC1	493.02
CSC2	548.95

Table 3

In the case of casual teachers relieving in positions of TP1 or AP1 or as a principal - environmental education centre or hospital school Grade 1, subject to satisfying the requirements, the daily rate of pay will be as follows:

	Rates to commence on or after 9.10.2023 \$
Increase	8%
Casual TP1/AP1 Principal Environmental Education Centre or Hospital School Grade 1	726.73

SCHEDULE 5**OTHER RATES OF PAY**

Classification	Rates to commence on or after 9.10.2023 \$ Per day
Teacher in Charge	30.76
Demonstration Schools	12.75
Teachers of classes of students with disabilities	17.42

SCHEDULE 6**EDUCATIONAL PARAPROFESSIONALS**

	Rates to commence on or after 9.10.2023 \$
Increase	4%
Step 1	66,639
Step 2	71,080
Step 3	74,764

SCHEDULE 7**ALLOWANCES****Table 1**

	Rates from the first pay period on or after 9.10.2023
Increase	4%
Schools	
Home School Liaison Officer and Aboriginal Student Liaison Officer	3,453
Teacher in Charge	5,348
Year Adviser	4,743
Teachers other than the principal of classes of students with disabilities	3,032
Principals, schools for specific purposes	3,949
Principal of Stewart House	20,144
In a central school – DP (Primary) AP	2,402
Demonstration Schools	
Principal – formerly classified prior to 1 January 2016 as:	
Class PP1	3,486
Class PP2	3,093
Other promotion positions	2,710
Trained teacher	2,202
Demonstration lessons	
Teachers in schools required to take demonstration lessons: per lesson	62.06
In other schools	
Per half hour lesson	75.04
Per 40 minute lesson	100.00
Maximum per annum	5,650
Residential Agricultural High Schools	
Rostered supervision teachers	13,343
Head Teacher (Welfare) residential supervision allowance	2,222
Teacher in charge of residential supervision	2,284
Principal on call and special responsibility allowance	20,144
Deputy principal on call and special responsibility allowance	18,200
Supervisor of female students	
Up to 200 students	2,381
201-400 students	3,830
More than 400 students	4,743
Education Officers	
Non Graduate	
Year 2	6,124
Year 1	6,124
Graduate	
Year 2	4,783
Year 1	4,783

Table 2

	Amount (*)
Executive Principal, Connected Communities	50,000

(*) Allowance payable subject to the Executive Principal, Connected Communities satisfying the provisions of subclause 5.9.

SCHEDULE 8

Locality Allowances

1. Definitions

1.1 For the purposes of this schedule:

1.1.1 "Dependent child" means, unless otherwise defined in the award, a child of which a teacher is a parent and who is resident with and wholly maintained by such teacher and either is under the age of sixteen years or is a full time student under the age of eighteen years or is completing their school studies up to and including Year 12.

1.1.2 "Dependent partner" means a person who is resident with and substantially reliant upon a teacher for their financial support, being either the teacher's spouse or a person whom the Secretary is satisfied is cohabiting otherwise than in marriage with the teacher in a permanent de facto and bona fide domestic relationship.

1.1.3 "Duly qualified" means a practitioner practising in Australia who, by training, skill and experience, is competent to diagnose, advise with regard to, and or treat the condition in relation to which relevant medical or dental assistance, as the case may be, is reasonably sought.

1.1.4 "Married couple" means and will include a teacher and their spouse or a person whom the Secretary is satisfied is cohabiting otherwise than in marriage in a permanent de facto and bona fide domestic relationship.

1.1.5 "Practitioner" means a legally qualified and lawfully practising medical practitioner or, as appropriate, a legally qualified and lawfully practising dentist and includes a duly qualified and lawfully practising physiotherapist to whom a teacher or a dependent spouse, partner or child of a teacher has been referred for treatment by a legally qualified medical practitioner.

1.1.6 "Reimbursable expenses" means, for the purposes of Part E of this schedule:

(i) Actual travel costs in excess of the amounts specified in subparagraph (iv) of this paragraph in any one instance reasonably incurred in transporting a teacher and or a dependent partner and or dependent child of a teacher from his or her place of residence to a place at which a duly qualified practitioner is consulted.

(ii) Travel charges in excess of the amounts specified in subparagraph (iv) of this paragraph in any one instance made by a duly qualified practitioner reasonably summoned to a teacher or a dependent partner or dependent child of a teacher at or near the place of residence of the teacher.

(iii) The actual cost of accommodation not being hospital or nursing accommodation reasonably and necessarily incurred by a teacher or a dependent partner or dependent child of a teacher in connection with the attendance of that person away from their place of residence at a place at which a duly qualified practitioner is consulted.

(iv) For the purposes of subparagraphs (i) and (ii) of this paragraph, the amounts which travel costs and charges must exceed are as follows:

From the first pay period to commence on or after 9.10.2023
\$
44

1.1.7 "School" will include any school, branch, annex, centre or other establishment to which a teacher is appointed.

- 1.1.8 "Single teacher" means and will include a widow, widower, divorcee or teacher living separately and apart from their spouse.
- 1.1.9 "Travel costs" means, for the purposes of Part E of this schedule, the actual return transport costs payable in respect of the means of conveyance most appropriate to the circumstances and, in relation to a motor vehicle owned by a teacher or a dependent partner of a teacher, an amount calculated for the total distance travelled at the casual rate determined from time to time by the Secretary; provided, however, that transport costs will not in any circumstances exceed a sum which would be applicable to any return trip over a distance greater than that to and from the place of residence of the relevant teacher and the GPO at Sydney.
- 1.1.10 "Teacher" for the purpose of this schedule means a permanent or temporary employee covered by this award.

2. Part A - Allowances - Climatic Disability

- 2.1 Subject to clause 7 of this schedule, a teacher appointed to a school located in the Western Division of New South Wales upon or to the west of a line starting from a point on the right bank of the Murray River opposite Swan Hill (Victoria), and thence by straight lines passing through the following towns or localities in the order stated, viz., Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, will be paid an allowance at the rates prescribed in subclause 2.4 below.
- 2.2 Subject to clause 7 of this schedule, a teacher appointed to a school within a zone of New South Wales established by the 0 Degrees Celsius July Average Minimum Temperature Isotherm as contained in the Climatic Atlas of Australia, June 1974 as amended, and published by the Bureau of Meteorology, will be paid an allowance at the rates prescribed in subclause 2.4 below.
- 2.3 The allowances prescribed in subclauses 2.1 and 2.2 of this Part may be extended, excluded or otherwise varied by the Secretary to take into account any special circumstances.
- 2.4 Allowances under subclauses 2.1 and 2.2 are as follows:

Subclause No.	Climatic Allowances	Rates from the first pay period to commence on or after 9.10.2023 \$
	Increase	4%
2.1	Teacher without dependent partner	1,629
	Teacher with dependent partner	1,926
2.2	Teacher without dependent partner	824
	Teacher with dependent partner	1,098

*The dependent partner rate is one third greater than the rate for a teacher without a dependent partner.

3. Part B - Allowances - Isolation from Socio Economic Goods and Services

- 3.1 A teacher appointed to a school included in Appendix A of this schedule will be paid the following allowances:

	From the first pay period to commence on or after 9.10.2023 \$
Increase	4%
Group	
1	5,350
2	4,813
3	4,276
4	3,746

5	3,208
6	2,678
7	2,144
8	1,608
9	1,077
10	536

- 3.2 A teacher with a dependent partner will receive double the allowance prescribed in subclause 3.1 of this clause.
- 3.3 Subject to clause 7 of this schedule, a teacher entitled to an allowance under subclause 3.1 of this clause and with a dependent child or children will be paid the following additional allowances -

	1st dependent child rates from the first pay period to commence on or after 9.10.2023 Per annum \$
Increase	4%
Group 1	640
Group 2	557
Group 3	472
Group 4	389
Groups 5 and 6	309
	2nd and subsequent dependent child rates from the first pay period to commence on or after 9.10.2023 Per annum \$
Group 1	431
Group 2	354
Group 3	266
Group 4	185
Groups 5 and 6	101

4. Part C - Allowances - Motor Vehicle

Subject to clause 7 of this schedule, a teacher appointed to a school included in Appendix A of this schedule will be paid the following allowances -

Group	Rates from the first pay period to commence on or after 9.10.2023 \$
Increase	4%
Groups 1, 2 and 3	2,876
Groups 4, 5 and 6	1,444

5. Part D - Allowances - Vacation Travel Expense - Subject to Clause 7 of this Schedule

- 5.1 A teacher, when proceeding on vacation leave, will be entitled in any calendar year to the payment of certain travel expenses on the following occasions:

5.1.1 if appointed to a school included in Appendix A of this schedule and in:

- (i) Groups 1 and 2 - three vacation journeys;
- (ii) Groups 3, 4, 5 and 6 - two vacation journeys;
- (iii) Group 7 - one vacation journey; or

- 5.1.2 if appointed to a school covered by Determination 21 of the Determinations made pursuant to section 25 of the *Teaching Services Act* 1980, one vacation journey; and or
- 5.1.3 if appointed to a school located more than 720 kilometres from Sydney by the nearest practicable route and other than a school referred to in paragraph 5.1.1 of this subclause, one or more journey(s) if, given the circumstances of the school location, the Secretary considers it to be warranted.

Provided always that the provisions of paragraphs 5.1.1, 5.1.2 and 5.1.3 will not apply to a teacher with less than three years' service who, at the date of their engagement for service, was resident in the relevant area.

- 5.2 A teacher eligible for the payment of travelling expenses under subclause 5.1 will have those travelling expenses calculated according to the formula for reimbursement set out in Determination 21 referred to in paragraph 5.1.2 of subclause 5.1 of this clause, except that the amount of overnight expenses will be as set out in subclause 5.3 below, subject to the conditions contained in the aforementioned Determination. Provided that the use of a teacher's own car will not require the approval of the Secretary.
- 5.3 For the purposes of subclause 5.2, the amount of overnight expenses are as follows:

Rates from the first pay period to commence on or after 9.10.2023
\$
50

6. Part E - Reimbursement of Certain Expenses Related to Medical or Dental Treatment

- 6.1 The provisions of subclauses 6.2, 6.3, 6.4, 6.5 and 6.6 of this clause apply only to a teacher who is appointed to a school included in Appendix A of this schedule, but do not apply to a teacher -
- 6.1.1 who for the time being is on maternity leave; or
- 6.1.2 who is married to a spouse or has a partner normally resident in the locality, unless such spouse or partner is normally and usually dependent upon the teacher as a consequence of illness, incapacity or other reasonable inability to earn an income sufficient to support themselves and or his or her child or children, as the case may be.
- 6.2 Where a teacher reasonably incurs reimbursable expense, the amount thereof will be paid to that teacher upon written application made to the Secretary.
- 6.2.1 A teacher will not be disentitled to such payment merely by reason of the fact that the reimbursable expense incurred was in relation to the attendance by or upon a duly qualified practitioner who was not the nearest duly qualified practitioner available at the relevant time if special circumstances in the particular case render it desirable that the services of some other duly qualified practitioner be sought.
- 6.2.2 In any instance in which it is necessary for the teacher or the partner of the teacher or some other attendant to accompany the person in respect of whom reimbursable expense is incurred then, upon written application by the teacher to the Secretary, the additional travel and accommodation costs reasonably and actually incurred will be paid to the teacher.
- 6.3 A teacher who claims payment of reimbursable expenses will provide such evidence in substantiation of the claim as the Secretary may reasonably require.
- 6.4 The Secretary will be entitled to refuse payment of any claim where it appears that the expense arose as a direct consequence of the serious and wilful misconduct or gross negligence of the person in respect of whom the expense was incurred.

- 6.5 A teacher will, in respect of any occurrence which gives rise to the incurring of reimbursable expense, take all reasonable steps to recover any insurance, contributory fund, workers' compensation or other benefits or common law damages as may lawfully be payable in respect thereof and any sum actually recovered in respect of items of reimbursable expense under this Schedule will be brought to credit as against the Secretary's liability for the same. If any such sum will be recovered subsequently to payment by the Secretary of reimbursable expense to a teacher, that teacher will make an appropriate repayment. The Secretary will not be entitled to withhold payment of reimbursable expense merely upon the ground that it or some portion of it may be recoverable at some time in the future from a third party.
- 6.6 The Secretary may, by notice in writing, require any teacher to effect and keep on foot a policy of insurance or membership of a medical fund to cover that teacher's liability for items of the nature of reimbursable expense under this schedule.

- 6.6.1 In any such case, the Secretary will reimburse to the teacher the amount by which any premium or contribution incurred in so doing exceeds the following amounts:

From the first pay period to commence on or after 9.10.2023
\$
44

- 6.6.2 If a teacher fails to comply with a requirement made by the Secretary under this subclause, such teacher will not be entitled to claim any reimbursable expense which, but for their failure, would have been recouped to that teacher as a result of the relevant insurance or membership.
- 6.7 When a teacher is necessarily absent from duty for the purpose of securing advice and or treatment from a duly qualified practitioner for such teacher or dependent partner or child of such teacher, any period of such absence involved in travelling to or from the place of residence of the teacher to the place at which the advice or treatment is obtained will not be debited against any sick leave credit to which that teacher is entitled. Provided that this clause will be without prejudice to the right of the Secretary in their discretion to temporarily appoint the teacher to a school nearer to the place of consultation or treatment where they may deem it desirable so to do.
- 6.8 The Secretary will be entitled to decline payment of reimbursable expense to a teacher in any instance in which such expense relates to a non-urgent elective consultation or treatment which might reasonably have been sought during a vacation period whilst the teacher or their relevant dependent partner, child or children (as the case may be) had, in the normal course, travelled to a location at which the type of consultation or treatment could be obtained.

7. Part F - Payment of Allowances According to Marital Status (Payment of Allowances Regardless of Marital Status)

- 7.1 Subject to subclause 7.2 of this clause, where a married couple consists of two teachers who are otherwise eligible for payment of an allowance under this schedule then, in the case of an allowance under:
- 7.1.1 subclause 2.1 or 2.2 of clause 2 of this schedule, each teacher will only be entitled to one half of the allowance provided therein for a teacher with a dependent partner;
- 7.1.2 subclause 3.3 of clause 3 of this schedule, each teacher will only be entitled to one half of the allowance provided therein for a teacher with a dependent child or children;
- 7.1.3 clause 4 of this schedule, each teacher will only be entitled to one half of the motor vehicle allowance applicable to a single teacher;
- 7.1.4 clause 5 of this schedule, each teacher will only be entitled to one half of the vacation travel allowance; and
- 7.1.5 subclause 6.2 of clause 6 of this schedule, each teacher will not qualify for reimbursement of expenses in so far as the teacher's partner qualifies for and claims reimbursement as a teacher.

7.2 Where a married couple includes a teacher entitled to allowances under the award and a person entitled to a similar allowance pursuant to the Crown Employees (Public Service Conditions of Employment) Award 2009 published 21 October 2016 (380 I.G. 1292) as varied, or its successor, the teacher will only receive the difference between that allowance and the married couple or dependent allowances under this schedule.

8. Part G - Locality Allowance Committee

8.1 A Locality Allowance Committee will be established for the purpose of -

8.1.1 investigating all matters in dispute and reporting and making recommendations thereon to the Secretary and the Federation;

8.1.2 recommending the inclusion or deletion of schools to be covered by the provisions of clause 3 of this schedule; and

8.1.3 recommending the appropriate groupings and alteration of existing groupings of schools within clause 3 of this schedule.

8.2 The Locality Allowance Committee will -

8.2.1 consist of an equal number of representatives nominated by the Secretary and the Federation;

8.2.2 elect its own chairperson, who will not have a casting vote;

8.2.3 be permitted to act in the absence of any member, provided more than one half of the members are present; and

8.2.4 by its creation and operation not affect the exercise of the powers and functions of any tribunal constituted under the *Industrial Relations Act 1996*.

APPENDIX A

ALLOWANCE FOR ISOLATION FROM SOCIO ECONOMIC GOODS AND SERVICES

Groupings of Schools

Group 1 (9) Clare Tibooburra	Enngonia Wanaaring	Goodooga CS Weilmoringle	Louth White Cliffs	Marra Creek
Group 2 (10) Baryulgil Hatfield	Booligal Hill End	Boomi Ivanhoe	Bullarah Menindee	Ellerston Wilcannia CS
Group 3 (11) Bylong Upper Lightning Ridge Rowena	Cabramurra Mingoola	Carinda Moonan Flat	Corinella Nowendoc	Jerangle Quambone
Group 4 (23) Bellbrook Drake Kingstown Palinyewah Wooli	Blackville Ebor Mallawa Tullibigeal Wyaliba	Carrathool Fairfax Mungindi Tulloona Yarrowitch	Collarenebri Garah Naradhan Wollar	Croppa Creek Hermidale Niangala Wongwibinda
Group 5 (37) Bigga Cassilis Eumungerie Hargraves	Bonalbo Chandler Girilambone Jugiong	Bribbaree Dundurrabin Glen Alice Mayrung	Burruga Elands Glenreagh Millbank	Burren Junction Euabalong West Gwabegar North Star

Nymboida Rollands Plains Tabulam Yetman	Old Bonalbo Rosewood Tambar Springs Warrumbungle EEC	Premer Rugby Tooraweenah	Pyramul Sofala Trunkey	Rankins Springs Spring Ridge Windeyer
Group 6 (33) Ballimore Bonshaw Deepwater Humula Pallamallawa Toomelah Wattle Flat	Bedgerebong Brewarrina CS Emmaville Lansdowne Upper Rand Tottenham	Bellata Bundarra Goolma Long Flat Rouchel Ulong	Belltrees Caragabal Grevillia Medlow Stuart Town Wambangalang EEC	Bendemeer Conargo Hernani Mullaley Talbingo Walgett Community College HS & PS
Group 7 (50) Ashford Bogan Gate Copmanhurst Gravesend Khancoban Mumbil Pilliga Somerton Tucabia Urbenville Walhallow	Barkers Vale Bungwahl Dalgety Greenethorpe Lake Cargelligo Mummulgum Pleasant Hills Tallimba Tullamore Woolbrook Wyangala Dam	Ben Lomond Bunnaloo Dungowan Hannam Vale Lowanna Murringo Quandialla Tarcutta Ulan Walbundrie Weethalle	Balranald Cargo Ellangowan Moulamein Nana Glen Rappville Tooleybuc Upper Coopers Creek	Bobin Coolongolook Euchareena Mullengandra Orama Savernake Towamba Willawarrin Woolomin
Group 8 (75) Afterlee Binalong Brocklesby Comboyne Dorrroughby EEC	Ardlethan Binya Burrumbuttock Cowper Duri	Attunga Blighty Cabbage Tree Curlewis Dunoon	Beckom Boree Creek Carroll Currabubula Errowanbang	Bemboka Bourke HS & PS Collins Creek Delegate Eurongilly
Euston Illabo Krambach Lyndhurst Moorland Nimbin Rosebank Telegraph Point Tyalgum WhianWhian	Ganmain Iluka Ladysmith Manifold Mount George Nundle Rukenvale Tingha Wakool Woodstock	Goolgowi Jiggi Larnook Matong Murrami Peak Hill Rye Park Trundle Wiangaree Whitton	Gooloogong Johns River Lowedale Mendooran Nabiac Risk, The Stockinbingal Tumbarumba HS & PS Wyndham	Gulargambone Koorawatha Lue Moonbi Nangus Rookhurst Stratheden Tuntable Creek Woodenbong
Group 9 (67) Ariah Park Brungle Coffee Camp Crabbes Creek Delungra Geurie Kootingal Merriwa Neville Oxley Island Quaama Stratford Uranquinty Wombat	Bald Blair Burringbar Collingullie Crossmaglen Eltham Gum Flat Maimuru Mitchells Island Nimmitabel Pacific Palms Red Range Thalgarrah EEC Walla Walla Wongarbon	Barellan Channon, The Coolah Cudal Eungai Ilford Mandurama Moteagle Numeralla Pocket, The Rock Central, The Timbumburi Wallabadah	Barmedman Clergate Coramba Coutts Crossing Eureka Jennings Manildra Mullion Creek Oaklands Pomona Sandy Hollow Ulmarra Wallenbeen	Blandford Clunes Corndale Darlington Pt. Gerogery Kentucky Marrar Murrurundi Orara Upper Pottsville Beach Spring Hill Urana Wardell
Group 10 (116) Adaminaby	Adelong	Barham HS & PS	Barrington	Batlow

Berridale	Bexhill	Bibbenluke	Bingara	Binnaway
Black Mountain	Blakebrook	Bodalla	Boggabilla CS	Boggabri
Bombala HS & PS	Bonville	Borenore	Bournda EEC	Broadwater
Candelo	Caniaba	Carcoar	Carool	Cascade EEC
Central Tilba	Chatsworth Island	Chillingham	Cobar HS & PS	Coleambally
Coolamon	Coomealla HS	Coopernook	Coorabell	Coraki
Corindi	Crescent Head	Crowdy Head	Crystal Creek	Cumnock
Cundleton	Dareton	Dorrigo HS & PS	Doubtful Creek	Duranbah
Dunedoo CS	Durrumbul	Empire Vale	Eugowra	Farrer MAHS
Fernleigh	Fingal Head	Gilgai	Gladstone	Goolmangar
Goonengerry	Harrington	Hérons Creek	Hillston	Howlong
Huntingdon	Jerilderie	Jindabyne	Jindera	Karangie
Kellys Plains	Kendall	Kinchela	Laggan	Lansdowne
Lawrence	Leeville	Lennox Head	Lockhart	Main Arm Upper
Martindale	Mathoura	Millthorpe	Modanville	Mogo
Nemingha	Nyngan HS & PS	Smithtown	Old Bar	Repton
Rous	Scotts Head	Spring Terrace	Stokers Siding	Stuarts Point
Table Top	Tanja	Tathra	Terranora	Teven-Tintenbar
Tinonee	Tintinhull	Tregeagle	Tumbulgum	Uki
Warren CS	Wee Waa HS & PS	Wentworth	Willow Tree	Wilsons Creek
Woodburn	Wyrallah	Yenda	Yeoval	Yerong Creek

SCHEDULE 9

EXCESS TRAVEL AND COMPENSATION FOR TRAVEL ON OFFICIAL BUSINESS

PART A

Excess Travel

1. Definitions

1.1 For the purpose of Part A of this Schedule:

1.1.1 "Excess travel" means, for the purposes of clauses 3 and 4, those distances:

- (i) when travelling from home to work and vice versa, that distance in excess of the distance between the teacher's home and headquarters;
- (ii) on any day where the teacher is required during the day to travel from one school to another.

1.1.2 "Headquarters" means that school where the major part of the teacher's duties are performed; or if the teacher is appointed to two schools on an equal time basis, then the headquarters school will be the school nearest to the teacher's place of residence. Provided that where a teacher is appointed to two schools on an equal time basis and has previously had a school nominated as their headquarters school, that school will be retained as the headquarters while they continue to teach at that school, notwithstanding a change to the other school.

1.1.3 "Teaching Program" means all face to face teaching and other duties that take place during the teacher's normal hours of schooling.

2. Teaching in More Than One School

2.1 Where in any school a teacher, including a temporary teacher, cannot be, or has not been, allocated a complete teaching load, the teacher may be timetabled to teach in more than one school. Such teachers include Teacher Librarians and Teachers of English as a Second Language. The following provisions in relation to payment for excess travel time and for excess travel will apply:

3. Payment for Excess Travel Time

- 3.1 If in order to perform the teacher's approved teaching program, the teacher is required to travel outside the teacher's required attendance hours for the particular school from the teacher's home to school and/or from a school to the teacher's home, the teacher will be paid for excess time occupied in travelling, subject to:
- 3.1.1 There will be deducted from the teacher's travelling time on any one day the time normally taken for the periodic journey from home to headquarters and return.
- 3.1.2 Periods of less than one quarter of an hour on any one day will be disregarded.
- 3.1.3 Travelling time will not include any period of travel between 11.00pm on any one day and 7.30am on the following day when the teacher has travelled overnight and sleeping facilities have been provided for the teacher.
- 3.1.4 Travelling time will be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport.
- 3.1.5 No time spent in performing duties will be counted as travelling time.
- 3.1.6 The teacher is otherwise not compensated for excess travelling time by way of allowance or time off in lieu.
- 3.2 Payment for excess travelling time will be at the teacher's ordinary rate of pay on an hourly basis, calculated as follows:

$$\frac{\text{Annual Salary}}{365} \times \frac{7}{30} \times \frac{1}{30}$$

- 3.3 Teachers who are in receipt of a salary in excess of the rate applicable to Band 2.1 as set out in Schedule 1A, will be paid travelling time calculated at the rate applicable to the abovementioned rate.

4. Payment for Excess Travel -

- 4.1 All travelling costs reasonably incurred because of excess travel for the use of a private motor vehicle will be paid on the basis of cents per kilometre at two rates as follows:
- 4.1.1 up to 8,000 km per annum - 78 cents per km;
- 4.1.2 over 8,000 km per annum – 31.2 cents per km.
- Provided that these rates shall be adjusted pursuant to and in accordance with the rates as approved from time to time by the Premier's Department.
- 4.2 For the purposes of payment under this subclause, excess travel on any day where the teacher is required during the day to travel from one school to another, will be determined in accordance with the provisions of subclauses 4.1 to 4.8 inclusive.
- 4.3 On days when a teacher is required to travel on official business and travels to and from home, whether or not the teacher visits headquarters, a deduction will be made from the total distance travelled from home to home as follows:

Distance Home to Headquarters (One Way) Kilometres	Deduction Kilometres
1	1
2	2
3	3
4	4

5	5
6	6
7	7
8	8
9	9
10	10
11-29	10
30 or more	10 plus 2 km for each km above 29 km from home to headquarters.

- 4.4 Provided that when the above deduction in subclause 4.3 has been effected, the teacher will add to the number of kilometres claimed the kilometres shown in the follow schedule:

Home to Headquarters (One Way) Kilometres	Add Kilometres
29-35	1
36-40	2
41-45	3
46-50	4
51-55	5
56-60	6
61-65	7
66 and over	8

- 4.5 This daily deduction discounts the normal one way distance travelled from home to headquarters for which teachers will not be paid.
- 4.6 Where a teacher is on duty at their headquarters on a particular day and the teacher elects to travel to the headquarters in their private motor vehicle, no payment will be made for such travel.
- 4.6.1 If, on such a day, the teacher is directed to travel from their headquarters in an emergency situation, the teacher may be granted approval to use their own motor vehicle and claim the normal kilometre rate for the distance from headquarters to the emergency centre and return.
- 4.6.2 Where a teacher has approval to use their private motor vehicle on official business and is directed to have the vehicle at headquarters on each day, or particular days, in order to have available a ready means of transport, payment will be made for the distance from home to headquarters and return for each day of duty the car is required to be available (on official business), less the daily deduction.
- 4.7 A claim for travel allowance cannot be made where the headquarters and another centre visited are on the same or adjacent sites.
- 4.8 The daily deduction is not applied where a teacher is required to use their private motor vehicle from their home after working hours on official business or when the teacher is required to stay away from home overnight on official business.

PART B

Compensation for Travel on Official Business

1. Definitions

- 1.1 For the purpose of Part B of this Schedule:

- 1.1.1 "Headquarters" for a teacher means the school or administrative centre nominated by the Secretary for the particular teacher.
- 1.1.2 "Teacher" means a permanent or temporary teacher employed in the Teaching Service, but does not mean, unless otherwise specified, a casual teacher.
- "Teacher" includes Consultants, District Guidance Officers (DGO's), School Counsellors, Itinerant Teachers (teachers of the behaviourally disordered, the visually impaired, the hearing impaired), Distance Education Centre/School Teachers, Home School Liaison Officers (HSLO), Access School Teachers, District Relief Teachers, Outreach Teachers, Pre School Teachers, Support Teachers Intensive Reading, Careers Advisers, Early Intervention Teachers, Violence Program Teachers, Languages Other Than English Teachers (LOTE), Early Student Support Program Teachers (ESSP), teachers programmed to teach in a school and a TAFE location and includes any equivalent classifications thereto so long as their work patterns remain unchanged.
2. Except where authorised, teachers are responsible for meeting costs incurred in travel between their residence and usual place of work.
3. Teachers may be authorised to use their private vehicle for travel on official business in the performance of their normal duties where other modes of travel are unsuitable or unavailable.
- 3.1 Payment, on a case by case basis, will be considered by the Department for private motor vehicle usage by casual teachers who relieve in a position as identified in paragraph 1.1.2 and who are required and authorised to use their private motor vehicle in the performance of their relieving duties.
4. The Use of a Teacher's Private Motor Vehicle on Official Business is Not Mandatory.
5. Official Business Rate -
- 5.1 The official business rate is payable where the use of a teacher's private motor vehicle on official business is authorised and the teacher is required to travel on official business using their motor vehicle on a regular basis of at least once per week throughout the school year or travel a minimum of 400 kilometres during the school year, except where:
- 5.1.1 an official vehicle is available;
- 5.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher's professional time and or restriction in the performance of the teacher's duties and professional responsibilities.
- 5.2 Where a teacher commences duty other than at the start of the school year the minimum period of 400 kilometres to be travelled, as provided by subclause 5.1 above, will be adjusted proportionately.
- 5.3 The rate paid is that specified at clause 9 of this schedule.
6. Casual Rate -
- 6.1 The casual rate is payable to teachers who are authorised to use their private motor vehicle to travel on official business intermittently as opposed to regular use (as provided by clause 5 of this Schedule) for which the official business rate is paid, except where:
- 6.1.1 an official vehicle is available;
- 6.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher's professional time and/or restriction in the performance of the teacher's duties and professional responsibilities.

6.2 In circumstances where teachers are not authorised for reimbursement of travel expenses at the official business rate, they may be given approval to use their private vehicle on official business at the casual rate, including travel to attend staff development courses, selection committee interviews, and Industrial Relations Commission appearances.

6.3 The rate paid is that specified at clause 8 of this schedule.

7. Daily Deduction -

7.1 On days when a teacher is required to travel on official business and travels to and from home, whether or not the teacher visits headquarters, a deduction will be made from the total distance travelled from home to home as follows:

Distance Home to Headquarters (One Way)	Deduction
Kilometres	Kilometres
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11-29	10
30 or more	10
	plus 2 km for each km above 29 km from home to headquarters.

7.2 Provided that when the above deduction in subclause 7.1 has been effected, the teacher will add to the number of kilometres claimed the kilometres shown in the following schedule:

Home to Headquarters (One Way)	Add
Kilometres	Kilometres
29-35	1
36-40	2
41-45	3
46-50	4
51-55	5
56-60	6
61-65	7
66 and over	8

7.3 This daily deduction discounts the normal one way distance travelled from home to headquarters for which teachers will not be paid.

7.4 Where a teacher is on duty at their headquarters on a particular day and the teacher elects to travel to the headquarters in their private motor vehicle, no payment will be made for such travel.

7.5 If, on such a day, the teacher is directed to travel from their headquarters in an emergency situation, the teacher may be granted approval to use their own motor vehicle and claim the normal kilometre rate for the distance from headquarters to the emergency centre and return.

7.6 Where a teacher has approval to use their private motor vehicle on official business and is directed to have the vehicle at headquarters on each day, or particular days, in order to have

available a ready means of transport, payment will be made for the distance from home to headquarters and return for each day of duty the car is required to be available (on official business), less the daily deduction.

7.7 A claim for travel allowance cannot be made where the headquarters and another centre visited are on the same or adjacent sites.

7.8 The daily deduction is not applied where a teacher is required to use their private motor vehicle from their home after working hours on official business or when the teacher is required to stay away from home overnight on official business.

8. Official Business and Casual Rate -

Clause of Schedule which applies	Rate/	Cents Per Km	
		5	Official Business Rate
		78.0	31.2
6	Casual Rate	31.2	

Provided that these rates will be adjusted pursuant to and in accordance with the rates as approved from time to time by the Secretary, Department of Premier and Cabinet.

SCHEDULE 10

Special Conditions Covering Home School Liaison Officers and Aboriginal Student Liaison Officers Qualifications and Appointments -

1. Officers who are employed as teachers and persons who, in the opinion of the Secretary, have the appropriate qualifications to be employed as teachers will be eligible to apply for appointment as Home School Liaison Officers.
2. Officers who are employed as teachers and persons who, in the opinion of the Secretary, have the appropriate qualifications and or experience to be appointed as Aboriginal student liaison officers will be eligible to apply for temporary appointment as Aboriginal student liaison officers.
3. A successful applicant for appointment to a vacant position of home school liaison officer or Aboriginal student liaison officer will, subject to Sections 50 and 51 of the Teaching Service Act be temporarily appointed to a specified location and for a specified period determined by the Secretary.

Duties -

4. Home school liaison officers and Aboriginal student liaison officers will be responsible for those duties as determined by the Secretary and will be directly responsible to an officer or such other person(s) as determined by the Secretary.

Training -

5. Successful applicants for the position of home school liaison officer or Aboriginal student liaison officer will, following temporary appointment to specified positions or locations, be required as part of their duties to undergo a course of training of a nature and for a period prescribed by the Secretary.
6. Home school liaison officers and Aboriginal student liaison officers whose homes are 100kms or more from the training course centre will be eligible for financial assistance as provided by the Department towards the cost of temporary accommodation used while on the course and for travel between their homes in New South Wales and the course at the beginning and end of the course and on one weekend during the course. In addition, travel costs in excess of those for daily travel to the course incurred in attending at locations other than the course centre, on program requirements, will be reimbursed.

Salaries -

Home School Liaison Officers -

7. On temporary appointment as a home school liaison officer a teacher will continue to receive their current substantive teaching salary and will continue to progress on the appropriate step on the common incremental salary scale on their normal teaching incremental date subject to clause 6, Salary Progression and Maintenance and clause 21, Calculation of Service of this award. A person not being an officer will on appointment as a home school liaison officer be paid an annual salary according to their qualifications and status as if they were appointed as a teacher covered by the award and will progress on the common incremental salary scale on an incremental date determined by the date of their appointment as a home school liaison officer subject to clause 6, Salary Progression and Maintenance and clause 21, Calculation of Service, of this award.

Aboriginal Student Liaison Officers -

8. Minimum salaries on commencement of employment and progression thereafter under the common incremental salary scale as set out in Schedule 1A of this award are determined as follows:

Aboriginal student liaison officers who are:

Non-graduates - step 3

Graduates without teacher training - step 4

Graduates with teacher training - step 5

Graduates with five years of training - step 6

Allowances and Additional Leave -

9. Overtime will not be paid for hours worked in excess of seven hours per day and no compensatory leave will be allowed for evening, Saturday or Sunday work. In addition, no compensation will be allowed for time spent in travelling.
10. To compensate for all incidents of employment, including hours worked in excess of seven hours on any day, evening, Saturday or Sunday, and time spent in travelling, home school liaison officers and Aboriginal student liaison officers will receive:
 - 10.1 an allowance as provided for in paragraph 5.2.1 of clause 5, Allowances, and Schedule 7; and
 - 10.2 six weeks leave per annum in addition to the four weeks annual recreation leave provided in clause 13 of this schedule. The six weeks leave and the four weeks annual recreation leave will be taken during school vacation periods unless the performance of work required to be done during a school vacation(s) necessitates part of the ten weeks leave to be taken at other time(s) as approved by the Secretary.

Hours and Conditions -

11. Subject to the special conditions contained in this schedule, home school liaison officers and Aboriginal student liaison officers will enjoy the hours and conditions of employment applying to other non-school based teaching service personnel.
12. The ordinary hours of work, exclusive of meal times, will be 35 per week to be worked Monday to Friday inclusive and to commence on such days at or after 8.00am and conclude on or before 6.00pm. Provided that, where required, a home school liaison officer or Aboriginal student liaison officer will be required to work beyond these normal hours on weekdays and to work on weekends.
13. Annual recreation leave will accrue at the rate of four weeks per year.

14. Notwithstanding that an officer, on appointment as a home school liaison officer or Aboriginal student liaison officer, may not comply with the service requirement included in the definition of a transferred officer contained in Determination No.1/2001, titled the Transferred Officers Compensation Determination or its successor determination, but otherwise finds it necessary to move their residence as a consequence of the appointment, the officer will be deemed a transferred officer for the purposes of Determination No.1/2001 or its successor determination.
15. An officer appointed as a home school liaison officer is eligible to apply for and accept appointment to any advertised Teaching Service position.

Subsequent Employment -

Home School Liaison Officers -

16. An officer appointed as a home school liaison officer will, on completion of the period of the appointment, be eligible and required to transfer to a teaching position.
17. A person with a current approval to teach appointed as a home school liaison officer will, on completion of the period of their appointment, elect to be appointed, pursuant to Section 47 of the Teaching Service Act, as a permanent teacher with priority to all other persons on any teacher employment waiting list. This permanent appointment will not be probationary as provided for in Section 48 of the Teaching Service Act. The home school liaison officer may always elect to accept a temporary appointment as a teacher.

Aboriginal Student Liaison Officers -

18. An officer appointed as an Aboriginal student liaison officer will, on completion of the period of the appointment, be eligible and required to transfer to an appropriate teaching service position.

SCHEDULE 11

Special Conditions Covering Teachers at Residential Agricultural High Schools

1. Special Conditions -
 - 1.1 The principal, following consultation with a representative nominated by the staff in a residential agricultural high school, will prepare detailed information on the duties of teachers and the conditions of employment in the school. This information will include rostered duty requirements, residential requirements and other information that will assist both new appointments and teachers who may be transferred to the school by the Secretary.
 - 1.2 All new teachers at the schools will be supplied with a copy of this information before accepting appointment to the school.
2. All new vacant positions will be deemed to be special fitness positions, provided that the Secretary will retain the right to fill any vacant positions by way of transfer or such other manner as considered appropriate.
3. Subject to the availability of accommodation, all teachers appointed to vacant positions in the schools will be required to reside on the school site for a minimum period of three years.
4. Following the minimum period referred to in clause 3 of this schedule, and subject to the needs of the school, teachers may apply for a further residence on-site for another two year period. Thereafter a teacher may seek an extension of residency and tenure beyond this two year period.
5. Initial appointment of residential teachers and reappointment of residential teachers to the school after the first or second period of residence on the school site will be made on an annual basis at the discretion of the principal, with due regard to the needs of the school.

6. A library supervisor will be appointed to each school for a period of up to 20 hours per week during the school term to supervise the school library at nights and on weekends.
In selecting a library supervisor the principal will, as he or she considers appropriate, give priority to employing trained teachers.
7. There will be two head teachers (welfare) appointed to each school on the basis of special fitness.
8. The duties of the head teachers (welfare) will include:
 - 8.1 undertaking rostered supervision duty;
 - 8.2 responsibility for the organisation and implementation of all aspects of residential supervision within the school;
 - 8.3 implementation of student supervision rosters;
 - 8.4 supervision of teachers on roster duty;
 - 8.5 responsibility for school welfare programs.
9. At each school, one teacher in charge of residential supervision will be appointed by the principal (consistent with subclause 2.61 of clause 2, Dictionary of the award) to receive the Teacher in Charge of Residential Supervision Allowance as provided for in paragraph 5.5.3 of clause 5, Allowances, and Schedule 7.
10. Educational programs must be provided for all students at the school, up to and including the last school day of all four school terms.
11. All teachers, including head teachers, but excluding the principal and deputy principal appointed to the school, will be required to perform, on a roster basis, out of normal teaching hours supervision of students as follows:
 - 11.1 Teachers on a full rostered program will be required to undertake one rostered duty in every ten days during the designated school year.
 - 11.2 Where the school has more non-resident staff than required to fill the duty roster, staff may be rotated onto the duty roster over a twelve month period to ensure rostered duty is shared by the entire staff and will be paid the rostered supervision allowance on a pro rata basis.
 - 11.3 There should be, as far as possible, a gender balance related to the needs of the school within the staff roster. Where this is not possible the principal, in consultation with the staff, will determine the most appropriate staffing roster.
 - 11.4 The size and composition of rostered duty teams will be decided by the principal following consultation with staff at the school. To facilitate a one in ten days roster of a five person duty team, casual teachers or other staff may be employed by the principal where insufficient full time teachers are available, to make up the necessary duty teams.
 - 11.5 Teachers on rostered supervision duty will be provided with free meals at the school for the duration of their rostered duty.
 - 11.6 Staff on rostered duty will be entitled to a half hour break during their duty on week days and a one hour break during their duty on weekend days. Such breaks will be arranged by those rostered on duty to ensure that each person receives a break unless extraordinary circumstances or the exigencies of the school on a particular day makes this impractical. There will be no requirement to engage casual labour as a result of staff taking such breaks.
12. A rostered supervision allowance as provided for in paragraph 5.5.1 of clause 5, Allowances, and Schedule 2 will be paid on the basis that:

- 12.1 Teachers at the school are required to undertake rostered duties on the basis of one duty every ten days during the school year.
- 12.2 Rostered supervision duty for all teachers on the duty team (whether resident or non-resident) involves an on call period following the conclusion of active duty. This on call period will operate from approximately 11.00pm to 7.00am. The on call duty may require, where accommodation is available, that any member of a duty team stay overnight on the school site.
- 12.3 During the on call period there will be a minimum of two teachers (excluding the principal and deputy principal but including at least one member of the rostered duty team) in residence at the school on each night during the school year to respond to emergencies and any supervisory requirements as necessary. This would normally include one residential member of the rostered duty team and one other member of the residential staff. If a member of the residential staff is not available, then a non-residential member of staff will remain on-site. All other members of the duty team rostered on any day will, however, remain on call.
- 12.4 Teachers who are absent on leave for one term or more will lose a pro rata proportion of the rostered supervision allowance. Similarly, a teacher who commences duty at the school other than in the first week of Term one will be paid the rostered supervision allowance on a pro rata basis on the amount of supervision actually performed in that school year.
- 12.5 Should a teacher be sick on any day on which a rostered duty falls, then for the first two such days in any year the teacher will be entitled to be paid.
13. An additional allowance based on the average rate for a rostered duty will be paid to three volunteer teachers at the school to supervise students returning following the Christmas, Terms one, two and three vacations and compulsory leave weekends. This duty will commence from 3.00pm on the day preceding the commencement of school until 7.00am the next day.
14. The head teacher (welfare) will be paid in addition to the rostered supervision allowance a residential supervision allowance as provided for in paragraph 5.5.2 of clause 5, Allowances, and Schedule 7.
15. Teacher trained library supervisors will be remunerated at an hourly casual teacher rate. The hourly casual teacher rate will be calculated on the basis of the daily casual teacher in schools rate divided by six. This rate is loaded to be inclusive of sick leave, family and community service leave, special leave and leave loading.
16. The Department will investigate providing
 - 16.1 Further accommodation for teaching staff at the schools. In the event of the head teacher (welfare) being single, accommodation to the level provided to other single resident teachers will be provided.
 - 16.2 Subject to the availability of funds, additional married accommodation at the schools.
17. Teachers in residential accommodation on-site in the school will be provided with free board and lodging, including laundry and utilities.
18. All teachers in other accommodation (including executive staff) will be required to clean their accommodation and undertake their own laundry and pay appropriate rental where payment of rental presently applies.

SCHEDULE 12

Secondary College of Languages

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Employment Jurisdiction
4.	Recruitment and Appointment
5.	Allocation to Centres and Classes
6.	Duties as Directed
7.	Remuneration
8.	Travel Expenses
9.	Training and Development
10.	Recognition of Service
11.	Anti-Discrimination
12.	Parental Leave and Other Entitlements
13.	Dispute Resolution Procedures
14.	Deduction of Union Membership Fees
15.	Work, Health and Safety

Table 1 - Remuneration, Monetary Rates

2. Definitions

- 2.1 “Accredited” means a teacher who has demonstrated the Australian Professional Standards for Teachers at the level of Proficient, Highly Accomplished or Lead and has been accredited as such by a Teacher Accreditation Authority.
- 2.2 “Anti-Discrimination Act” means the *Anti-Discrimination Act 1977*
- 2.3 "Assistant Supervisor" means an employee who assists the Supervisor and who acts in his/her capacity during the absence of the Supervisor.
- 2.4 "Centre" means a location at which language teaching and learning is conducted by the Secondary College of Languages.
- 2.5 "Casual Secondary College of Languages Teacher" means an employee who is engaged on an hourly rate of pay in the Teaching Service at the Secondary College of Languages.
- 2.6 "Curriculum Co-ordinator" means an employee who assists the Centre Supervisor and the Principal, Secondary College of Languages in curriculum implementation; development of curriculum resources and provision of advice on language teaching methodology.
- 2.7 "Department" means the Department of Education.
- 2.8 “Employee” means a person employed as a supervisor, assistant supervisor, curriculum coordinator or teacher at the Secondary College of Languages by the Secretary or delegate under the provisions of the Teaching Service Act.
- 2.9 "Federation" means the Australian Education Union NSW Teachers Federation Branch.
- 2.10 “Industrial Relations Act” means the *Industrial Relations Act 1996*
- 2.11 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the Industrial Relations Act.

- 2.12 "Parties" means the Department and the Federation.
- 2.13 "Principal, Secondary College of Languages" means the officer appointed by the Secretary to be responsible for the operation of the Secondary College of Languages.
- 2.14 "Secondary College of Language Teacher" means an employee responsible as part of a team for the educational instruction of students in a community language.
- 2.15 "Secondary College of Languages" means a multi-location facility established by the Department to provide an avenue for students of a particular community language background to pursue the study of that language which cannot otherwise be studied in the student's regular school.
- 2.16 "Secretary" means the Secretary of Education.
- 2.17 "Sessional Secondary College of Language Teacher or other employee" means an employee who is employed as a supervisor, assistant supervisor or curriculum co-ordinator on a temporary basis. The definition of temporary teacher provided for in clause 2.62 of the award does not include sessional Secondary College of Language teacher.
- 2.18 "Supervisor" means an employee who co-ordinates a team of assistant supervisors, curriculum co-ordinators, teachers and clerical staff and is responsible for the educational and administrative leadership at an operating location of the Secondary College of Languages.
- 2.19 "Teacher Accreditation Act" means the *Teacher Accreditation Act 2004*.
- 2.20 "Teacher Accreditation Authority" means the person or body delegated by the Secretary of the Department of Education under the Teacher Accreditation Act to accredit in government schools.
- 2.21 "Teaching Service Act" means the *Teaching Service Act 1980*.
- 2.22 "Temporary Employee" means and includes all persons employed on a temporary basis, other than on a casual basis under the Teaching Service Act.

3. Employment Jurisdiction

- 3.1 Casual Secondary College of Language teachers and sessional Secondary College of Language supervisors, assistant supervisors and curriculum co-ordinators are employed in accordance with the Teaching Service Act.

4. Recruitment and Appointment

- 4.1 Employees covered by this schedule are engaged to teach in the Department's Secondary College of Languages.
- 4.2 Offers of appointment and continuing employment during periods of appointment will continue and be conditional on:
- 4.2.1 the Secondary College of Languages' ongoing need for the service provided; and
- 4.2.2 satisfactory performance of duties.
- 4.3 Satisfactory performance of duties for all employees will be appraised via an annual performance and development process.
- 4.4 Appointments will be made on merit and will be subject to the qualification requirements as specified in subclause 4.5 of this clause.
- 4.5 Secondary College of Language supervisors, assistant supervisors, curriculum co-ordinators and teachers must be accredited.

5. Allocation to Centres and Classes

- 5.1 Allocation of employees to Centres and classes will be the responsibility of the Principal, Secondary College of Languages. The Principal will consider the following matters in the allocation to Centres and classes:
- 5.1.1 continuity of educational programs;
 - 5.1.2 distance travelled from home to centre; and
 - 5.1.3 curriculum needs of the centre.

6. Duties as Directed

- 6.1 The Secretary, his/her delegate, nominee or representative may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classifications covered by the award and provided that such duties are not designed to promote de-skilling.
- 6.2 The Secretary may direct an employee to carry out such duties and use such tools, materials and equipment as may be required, provided that the employee has been properly trained in the use of such tools, materials and equipment.
- 6.3 Any directions issued by the Secretary pursuant to subclauses 6.1 and 6.2 of this clause will be consistent with the Secretary's responsibility to provide a safe and healthy working environment.

7. Remuneration

- 7.1 Rates of pay will be paid in accordance with Table 1, Remuneration, Monetary Rates to this schedule. The rates of pay for employees are as set out in Table 1 - Remuneration, Monetary Rates, to this schedule.
- 7.2 Subject to clause 8, Travel Expenses, the above rates of pay are fully inclusive rates which incorporate remuneration for all terms and conditions of employment.
- 7.3 Supervisors, Assistant Supervisors and Curriculum Coordinators will be paid no less than the Saturday sessional rates as prescribed in the said Table 1 for administrative, supervisory and curriculum coordination work undertaken at a Centre. Saturday sessional rates include payment for incidental work such as securing premises and resources, peak time administrative duties, irregular consultations with students, parents and staff, and the parent/teacher meetings and presentation days as set down in the Saturday School calendar.
- 7.4 Sessional work on a Saturday for Supervisors, Assistant Supervisors and Curriculum Co-ordinators will be of four hours duration, unless otherwise determined by the Principal, Secondary College of Languages in consultation with the employee and with due notice and will be remunerated at the sessional rates prescribed in Table 1, Monetary Rates.
- 7.5 Where a Supervisor, Assistant Supervisor or Curriculum Coordinator is required by the Principal, Secondary College of Languages to work at a Centre, hours additional to the four sessional hours specified in subclause 7.4 of this clause, including regular additional hours to meet the ongoing needs of particular Centres, remuneration for these hours will be paid at the hourly rates prescribed in Table 1 for each additional hour that they are required to work. Periods of less than one hour will be remunerated in intervals of 30 minutes or part thereof.
- 7.6 Casual Secondary College of Language Teachers will be paid the hourly rates of pay prescribed in Table 1. The approved paid hours for this classification of teachers will be as follows:
- 7.6.1 Year 7 - 10 classes - 2.75 hours per week

- 7.6.2 Years 11 - 12 Continuers and Background Speakers course classes - 3.75 hours per week
- 7.6.3 Year 12 Extension course classes - an additional one hour per week.
- 7.7 For a Casual Secondary School of Languages Teacher to be entitled to payment for hours in addition to those prescribed in subclause 7.6 of this clause, prior approval to work the additional hours must be obtained from the Principal, Secondary College of Languages before that work is undertaken. Additional hours will be remunerated at the hourly rates prescribed in Table 1. Periods of less than one hour will be remunerated in intervals of 30 minutes or part thereof.
- 7.8 A Casual Secondary College of Language Teacher's approved paid hours as prescribed in subclause 7.6 includes 0.5 hours preparation time and 0.25 hours playground duty.
- 7.9 During the 0.5 hours preparation time Casual Secondary College of Language Teachers may be required to be present at their Centres, if considered necessary by the Supervisor, for consultation with staff, students and/or parents.
- 7.10 Salary packaging
- 7.10.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed for the employee's classification by Table 1 and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.
- 7.10.2 An employee may, by agreement with the employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.
- Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.
- 7.10.3 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and employer, will be provided in a separate written agreement, in accordance with the Department's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.
- 7.10.4 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:
- 7.10.4.1 any fringe benefits tax liability arising from a salary packaging arrangement; and
- 7.10.4.2 any administrative fees.
- 7.10.5 Where the employee makes an election to salary package the following payments made by the employer in relation to an employee will be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:
- 7.10.5.1 Superannuation Guarantee Contributions;
- 7.10.5.2 any salary-related payment including but not limited to allowances and workers compensation payments; and
- 7.10.5.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

8. Travel Expenses

- 8.1 Where an employee is required and authorised to travel in the performance of their duties, reimbursement for travel expenses will be paid in accordance with the provisions applying to other Departmental teachers.
- 8.2 Employees are not regarded as teachers timetabled to teach in more than one school when determining reimbursement for travel expenses.

9. Training and Development

- 9.1 The Department confirms its commitment to training and development for employees and will provide appropriate training and development opportunities to meet this commitment within the context of the needs and priorities of the Secondary College of Languages. The Department has an expectation that employees will attend appropriate staff development and curriculum co-ordination activities. The appropriateness of the activities will be determined by the Principal, Secondary College of Languages in consultation with Supervisors.
- 9.2 Employees recognise the importance of maintaining and updating their skills for the benefit of the students of the Secondary College of Languages.
- 9.3 Approved attendance at training and development courses and staff development and curriculum co-ordination activities will be remunerated as additional hours in accordance with subclauses 7.5 or 7.7 of clause 7, Remuneration.
- 9.4 The Performance and Development Framework applies to all teachers in all classifications at the Secondary College of Languages.

10. Recognition of Service

- 10.1 Employees holding a Departmental approval to teach in regular government schools in New South Wales, not otherwise permanently employed by the Department, will have service at the Secondary College of Languages from 4 August 1995 recognised as service with the Department, on the basis that each six approved paid hours at the Secondary College of Languages, pursuant to clause 7, Remuneration, will be equivalent to one day of service.
- 10.2 Employees holding a Departmental approval to teach in regular government schools in NSW but not otherwise permanently employed by the Department will have service at the Secondary College of Languages from 4 August 1995 recognised for the purposes of incremental progression on permanent appointment to the Department.

11. Anti-Discrimination

- 11.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 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.
- 11.2 It follows that in fulfilling their obligations under the dispute resolution procedures 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.
- 11.3 Under the Anti-Discrimination Act, 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.
- 11.4 Nothing in this clause is to be taken to affect:
- 11.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

- 11.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 11.4.3 any act of practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act;
- 11.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 11.5 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.

12. Parental Leave and Other Entitlements

- 12.1 Employees will be entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54 Entitlement to Unpaid Parental leave, Industrial Relations Act, if they meet the definition of a regular casual employee (see section 53(2) of the Industrial Relations Act). The following provisions will also apply in addition to those set out in the Industrial Relations Act).

12.1.1 The Secretary must not fail to re-engage an employee who meets the definition of a regular casual employee because:

- (i) the employee or employee's spouse is pregnant; or
- (ii) the employee is or has been immediately absent on parental leave.

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

12.2 Personal Carers Entitlements

12.2.1 Employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in 12.4.2 below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in 12.2.4, and the notice requirements set out in 12.2.5.

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

12.2.3 The Secretary must not fail to re-engage an employee because the employee accessed the entitlements provided for in this clause. The rights of the Secretary to engage or not to engage an employee are otherwise not affected.

12.2.4 The employee will, if required,

- (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (ii) establish by production of documentation acceptable to the Secretary or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

12.2.5 The employee must, as soon as reasonably practicable and during the ordinary hours of the first day of such absence, inform the Secretary of their inability to attend for duty. If it is not

reasonably practicable to inform the Secretary during the ordinary hours of the first day of such absence, the employee will inform the Secretary within 24 hours of the absence.

12.3 Bereavement entitlements

12.3.1 Employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the Secretary).

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

12.3.3 The Secretary must not fail to re-engage an employee because the employee accessed the entitlements provided for in this clause. The rights of the Secretary to engage or not engage a employee are otherwise not affected.

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

12.4 The entitlement in accordance with this clause is subject to:

12.4.1 the employee being responsible for the care and support of the person concerned; and

12.4.2 the person concerned being:

- (i) a spouse of the employee; or
- (ii) a de facto spouse, being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or
- (iii) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or of the de facto spouse of the employee; or
- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee 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.

13. Dispute Resolution Procedures

13.1 Subject to the provisions of the Industrial Relations Act, should any dispute, question or difficulty about an industrial matter arise then the following procedures will apply:

- 13.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the employee and/or the Federation's workplace representative will raise the matter with the appropriate Principal or Supervisor as soon as practicable.
- 13.1.2 The Principal or Supervisor will discuss the matter with the employee and/or the Federation's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 13.1.3 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 employee and/or the Federation may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.
- 13.2 Where the above procedures in subclause 13.1 do not lead to a resolution of the dispute, the matter will be referred to the Chief People Officer of the Department and the Branch Secretary of the Federation. They or their nominees will discuss the dispute with a view to resolving the matter or negotiating an agreed method and time frame for proceeding.
- 13.3 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission.

14. Deduction of Union Membership Fees

- 14.1 The union will provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 14.2 The union will advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable will be provided to the employer at least one month in advance of the variation taking effect.
- 14.3 Subject 14.1 and 14.2 above, the employer must deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 14.4 Monies so deducted from employees' pay must be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 14.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees must be deducted on a fortnightly basis.
- 14.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

15. Work, Health and Safety

- 15.1 For the purposes of this clause, the following definitions will apply:
- 15.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer
- 15.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or

services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

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

Table 1- Remuneration, Monetary Rates

Secondary College of Languages

Classification	Saturday Sessional Rates applicable from first pay period on or after 9.10.2023 \$
Increase	4%
Supervisor	897.85
Assistant Supervisor	711.43
Curriculum Coordinator	711.43

Classification	Saturday Sessional Rates applicable from first pay period on or after 9.10.2023 \$
Increase	4%
Supervisor	149.65
Assistant Supervisor	118.58
Curriculum Coordinator	118.58
Teacher	97.44

SCHEDULE 13**Australian Professional Standards for Teachers****Standard 1 - know students and how they learn**

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Physical, social and intellectual development and characteristics of students	1.1.1 Demonstrate knowledge and understanding of physical, social and intellectual development and characteristics of students and how these may affect learning.	1.1.2 Use teaching strategies based on knowledge of students' physical, social and intellectual development and characteristics to improve student learning.	1.1.3 Select from a flexible and effective repertoire of teaching strategies to suit physical, social and intellectual development and characteristics of students.	1.1.4 Lead colleagues to select and develop teaching strategies to improve student learning using knowledge of the physical, social and intellectual development and Characteristics of students.
Understand how students learn	1.2.1 Demonstrate knowledge and understanding of research into how students learn and the implications for teaching.	1.2.2 Structure teaching programs using research and collegial advice about how students learn.	1.2.3 Expand understanding of how students learn using research and workplace knowledge.	1.2.4 Lead processes to evaluate the effectiveness of teaching programs using research and workplace knowledge about how students learn.
Students with diverse linguistic, cultural, religious and socio economic backgrounds	1.3.1 Demonstrate knowledge of teaching strategies that are responsive to the learning strengths and needs of students from diverse linguistic, cultural, religious and socio economic backgrounds.	1.3.2 Design and implement teaching strategies that are responsive to the learning strengths and needs of students from diverse linguistic, cultural, religious and socio economic backgrounds.	1.3.3 Support colleagues to develop effective teaching strategies that address the learning strengths and needs of students from diverse linguistic, cultural, religious and socio economic backgrounds.	1.3.4 Evaluate and revise school learning and teaching programs, using expert and community knowledge and experience, to meet the needs of students with diverse linguistic, cultural, religious and socio economic backgrounds.
Strategies for teaching Aboriginal and Torres Strait Islander students	1.4.1 Demonstrate broad knowledge and understanding of the impact of culture, cultural identity and linguistic background on the education of students from Aboriginal and Islander backgrounds.	1.4.2 Design and implement effective teaching strategies that are responsive to the local community and cultural setting, linguistic background and histories of Torres Strait Islander students.	1.4.3 Provide advice and support colleagues in the implementation of effective teaching strategies for Aboriginal and Torres Strait Islander students using knowledge of Community representatives.	1.4.4 Develop teaching programs that support equitable and ongoing participation of Aboriginal and Torres Strait Islander students by engaging in collaborative relationships representatives and parents/carers.

Differentiate teaching to meet the specific learning needs of students across the full range of abilities	1.5.1 Demonstrate knowledge and understanding of strategies for differentiating teaching to meet the specific learning needs of students across the full range of abilities.	1.5.2 Develop teaching activities that incorporate differentiated strategies to meet the specific learning needs of students across the full range of abilities.	1.5.3 Evaluate learning and teaching programs, using student assessment data, that are differentiated for the specific learning needs of students across the full range of abilities.	1.5.4 Lead colleagues to evaluate the effectiveness of learning and teaching programs differentiated for the specific learning needs of students across the full range of abilities.
Strategies to support full participation of students with Disability	1.6.1 Demonstrate broad knowledge and understanding of legislative requirements and teaching strategies that support the participation and learning of students with disability.	1.6.2 Design and implement teaching activities that support the participation and learning of students with disability and address relevant policy and legislative requirements.	1.6.3 Work with colleagues to access specialist knowledge, and relevant policy and legislation, to develop teaching programs that support the participation and learning of students with disability.	1.6.4 Initiate and lead the review of school policies to support the engagement and full participation of students with disability and ensure compliance with legislative and/or system policies.

Standard 2 - know the content and how to teach it

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Content and teaching strategies of the teaching area	2.1.1 Demonstrate knowledge and understanding of the concepts, substance and structure of the content and teaching strategies of the teaching area	2.1.2 Apply knowledge of the content and teaching strategies of the teaching area to develop engaging teaching activities.	2.1.3 Support colleagues using current and comprehensive knowledge of content and teaching strategies to develop and implement engaging learning and teaching programs.	2.1.4 Lead initiatives within the school to evaluate and improve knowledge of content and teaching strategies and demonstrate exemplary teaching of subjects using effective, research-based learning and teaching programs.
Content selection and organisation	2.2.1 Organise content into an effective learning and teaching sequence.	2.2.2 Organise content into coherent, well-sequenced learning and teaching programs.	2.2.3 Exhibit innovative practice in the selection and organisation of content and delivery of learning and teaching programs.	2.2.4 Lead initiatives that utilise comprehensive content knowledge to improve the selection and sequencing of content into coherently organised learning and teaching programs.

Curriculum, assessment and Reporting	2.3.1 Use curriculum, assessment and reporting knowledge to design learning sequences and lesson plans.	2.3.2 Design and implement learning and teaching programs using knowledge of curriculum, assessment and reporting requirements.	2.3.3 Support colleagues to plan and implement learning and teaching programs using contemporary knowledge and understanding of curriculum, assessment and reporting requirements.	2.3.4 Lead colleagues to develop learning and teaching programs using comprehensive knowledge of curriculum, assessment and reporting requirements.
Understand and respect Aboriginal and Torres Strait Islander people to Promote reconciliation Between Indigenous and non-Indigenous Australians	2.4.1 Demonstrate broad knowledge of, understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages.	2.4.2 Provide opportunities for students to develop understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages.	2.4.3 Support colleagues with providing opportunities for students to develop understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages.	2.4.4 Lead initiatives to assist colleagues with opportunities for students to develop understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages.
Literacy and numeracy strategies	2.5.1 Know and understand literacy and numeracy teaching strategies and their application in teaching areas.	2.5.2 Apply knowledge and understanding of effective teaching strategies to support students' literacy and numeracy achievement.	2.5.3 Support colleagues to implement effective teaching strategies to improve students' literacy and Numeracy achievement.	2.5.4 Monitor and evaluate the implementation of teaching strategies within the school to improve students' achievement in literacy and numeracy using research-based knowledge and student data.
Information and Communication Technology (ICT)	2.6.1 Implement teaching strategies for using ICT to expand curriculum learning opportunities for students.	2.6.2 Use effective teaching strategies to integrate ICT into learning and teaching programs to make selected content relevant and meaningful.	2.6.3 Model high-level teaching knowledge and skills and work with colleagues to use current ICT to improve their teaching practice and make content relevant and meaningful.	2.6.4 Lead and support colleagues within the school to select and use ICT with effective teaching strategies to expand learning opportunities and content knowledge for all students.

Standard 3 - plan for and implement effective teaching and learning

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Establish Challenging learning goals	3.1.1 Set learning goals that provide achievable challenges for students of varying abilities and characteristics.	3.1.2 Set explicit, challenging and achievable learning goals for all students.	3.1.3 Develop a culture of high expectation for all students by modelling and setting challenging learning goals.	3.1.4 Demonstrate exemplary practice and high expectations and lead colleagues to encourage students to pursue challenging goals in all aspects of their education.
Plan, structure and sequence learning programs	3.2.1 Plan lesson sequences using knowledge of student learning, content and effective teaching strategies.	3.2.2 Plan and implement well structured learning and teaching programs or lesson sequences that engage students and promote learning.	3.2.3 Work with colleagues to plan, evaluate and modify learning and teaching programs to create productive learning environments that engage all students.	3.2.4 Exhibit exemplary practice and lead colleagues to plan, implement and review the effectiveness of their learning and teaching programs to develop students' knowledge, understanding and skills.
Use teaching Strategies	3.3.1 Include a range of teaching strategies in teaching.	3.3.2 Select and use relevant teaching strategies to Develop knowledge skills, problem solving and critical creative thinking.	3.3.3 Support colleagues to select and apply effective teaching strategies to develop knowledge, skills, problem solving and critical and creative thinking.	3.3.4 Work with colleagues to review, modify and expand their repertoire of teaching strategies to enable students to use knowledge, skills, problem solving and critical and creative thinking.
Select and use resources	3.4.1 Demonstrate knowledge of a range of resources, including ICT, that engage students in their learning.	3.4.2 Select and/or create and use a range of resources, including ICT, to engage students in their learning.	3.4.3 Assist colleagues to create, select and use a wide range of resources, including ICT, to engage students in their learning.	3.4.4 Model exemplary skills and lead colleagues in selecting, creating and evaluating resources, including ICT, for application by teachers within or beyond the school.

Use effective classroom communication	3.5.1 Demonstrate a range of verbal and non-verbal communication strategies to support student engagement.	3.5.2 Use effective verbal and non-verbal communication strategies to support student understanding, participation engagement and achievement.	3.5.3 Assist colleagues to select a wide range of verbal and non-verbal communication strategies to support students' understanding, engagement and achievement.	3.5.4 Demonstrate and lead by example inclusive verbal and non-verbal communication using collaborative strategies and contextual knowledge to support students' understanding, engagement and achievement.
Evaluate and improve teaching programs	3.6.1 Demonstrate broad knowledge of strategies that can be used to evaluate teaching programs to improve student learning.	3.6.2 Evaluate personal teaching and learning programs using evidence, including feedback from students and student assessment data to inform planning.	3.6.3 Work with colleagues to review current teaching and learning programs using student feedback, student assessment data, knowledge of curriculum and workplace practices.	3.6.4 Conduct regular reviews of teaching and learning programs using multiple sources of evidence including: student assessment data, curriculum documents, teaching practices and feedback from parents/carers, students and colleagues.
Engage parents/carers in the educative process	3.7.1 Describe a broad range of strategies for involving parents/carers in the educative process	3.7.2 Plan for appropriate and contextually relevant opportunities for parents/carers to be involved in their children's learning.	3.7.3 Work with colleagues to provide appropriate and contextually relevant opportunities for parents/carers to be involved in their children's learning.	3.7.4 Initiate contextually relevant processes to establish programs that involve parents/carers in the education of their children and broader school priorities and activities.

Standard 4 -create and maintain supportive and safe learning environments

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Support student Participation	4.1.1 Identify strategies to support inclusive student participation and engagement in classroom activities.	4.1.2 Establish and implement inclusive and positive interactions to engage and support all students in classroom activities.	4.1.3 Model effective practice and support colleagues to implement inclusive strategies that engage and support all students.	4.1.4 Demonstrate and lead by example the development of productive and inclusive learning environments across the school by reviewing inclusive strategies and exploring new approaches to engage and support all students.
Manage classroom Activities	4.2.1 Demonstrate the capacity to organise classroom activities and provide clear directions.	4.2.2 Establish and maintain orderly and workable routines to create an environment where student time is spent on learning tasks.	4.2.3 Model and share with colleagues a flexible repertoire of strategies for classroom management to ensure all students are engaged in purposeful activities.	4.2.4 Initiate strategies and lead colleagues to implement effective classroom management and promote student responsibility for learning.
Manage challenging Behaviour	4.3.1 Demonstrate knowledge of practical approaches to manage challenging behaviour.	4.3.2 Manage challenging behaviour by establishing and negotiating clear expectations with students and address discipline issues promptly, fairly and respectfully.	4.3.3 Develop and share with colleagues a flexible repertoire of behaviour management strategies using expert knowledge and workplace experience.	4.3.4 Lead and implement behaviour management initiatives to assist colleagues to broaden their range of strategies.
Maintain student Safety	4.4.1 Describe strategies that support students' wellbeing and safety working within school and/or system, curriculum and legislative requirements.	4.4.2 Ensure students' wellbeing and safety within school by implementing school and/or system, curriculum and legislative requirements.	4.4.3 Initiate and take responsibility for implementing current school and/or system, curriculum and legislative requirements to ensure student well-being and safety.	4.4.4 Evaluate the effectiveness of student well-being policies and safe working practices using current school and/or system, curriculum and legislative requirements and assist colleagues to update their practices.

Use ICT safely, responsibly and ethically	4.5.1 Demonstrate an understanding of the relevant issues and the strategies available to support the safe, responsible and ethical use of ICT in learning and teaching.	4.5.2 Incorporate strategies to promote the safe, responsible and ethical use of ICT in learning and teaching.	4.5.3 Model, and support colleagues to develop, strategies to promote the safe, responsible and ethical use of ICT in learning and teaching.	4.5.4 Review or implement new policies and strategies to ensure the safe, responsible and ethical use of ICT in learning and teaching.
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Standard 5 -assess, provide feedback and report on student learning

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Assess student Learning	5.1.1 Demonstrate understanding of assessment strategies including, informal and formal, diagnostic, formative and summative approaches to assess student learning.	5.1.2 Develop, select and use informal and formal, diagnostic, formative and summative assessment strategies to assess student learning	5.1.3 Develop and apply a comprehensive range of assessment strategies to diagnose learning needs, comply with curriculum requirements and support colleagues to evaluate the effectiveness of their approaches to assessment.	5.1.4 Evaluate school assessment policies and strategies to support colleagues with: using assessment data to diagnose learning needs, complying with curriculum, system and/or school assessment requirements and using a range of assessment strategies.
Provide feedback to students on their learning	5.2.1 Demonstrate an understanding of the purpose of providing timely and appropriate feedback to students about their learning	5.2.2 Provide timely, effective and appropriate feedback to students about their achievement relative to their learning goals.	5.2.3 Select from an effective range of strategies to provide targeted feedback based on informed and timely judgements of each student's current needs in order to progress learning.	5.2.4 Model exemplary practice and initiate programs to support colleagues in applying a range of timely, effective and appropriate feedback strategies.
Make consistent and comparable Judgements	5.3.1 Demonstrate understanding of assessment moderation and its application to support consistent and comparable judgements of student learning.	5.3.2 Understand and participate in assessment moderation activities to support consistent and comparable judgements of student learning.	5.3.3 Organise assessment moderation activities that support consistent and comparable judgements of student learning.	5.3.4 Lead and evaluate moderation activities that ensure consistent and comparable judgements of student learning to meet curriculum and school or system requirements.

Interpret student Data	5.4.1 Demonstrate the capacity to interpret student assessment data to evaluate student learning and modify teaching practice.	5.4.2 Use student assessment data to analyse and evaluate student understanding of subject/ content, identifying interventions and modifying teaching practice.	5.4.3 Work with colleagues to use data from internal and external student assessments for evaluating learning and teaching, identifying interventions and modifying teaching practice.	5.4.4 Co-ordinate student performance and program evaluation using internal and external student assessment data to improve teaching practice.
Report on student Achievement	5.5.1 Demonstrate understanding of a range of strategies for reporting to students and parents/carers and the purpose of keeping accurate and reliable records of student achievement.	5.5.2 Report clearly, accurately and respectfully to students and parents/ carers about student achievement making use of accurate and reliable records.	5.5.3 Work with colleagues to construct accurate, informative and timely reports to students and parents/carers about student learning and achievement.	5.5.4 Evaluate and revise reporting and accountability mechanisms in the school to meet the needs of students, parents/carers and colleagues.

Standard 6 - engage in professional learning

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Identify and plan professional learning needs	6.1.1 Demonstrate an understanding of the role of the National Professional Standards for Teachers in Identifying Professional learning needs.	6.1.2 Use the National Professional Standards for Teachers and advice from colleagues to identify and plan professional learning needs.	6.1.3 Analyse the National Professional Standards for Teachers to plan personal professional development goals, support colleague to identify and achieve personal development goals and pre-service teachers to improve classroom practice.	6.1.4 Use comprehensive knowledge of the National Professional Standards for Teachers to plan and lead the development of professional learning policies and programs that address the professional learning needs of colleagues and pre-service teachers.

Engage in professional learning and improve practice	6.2.1 Understand the relevant and appropriate sources of professional learning for teachers.	6.2.2 Participate in learning to update knowledge and practice, targeted to professional needs and school and/or system priorities.	6.2.3 Plan for professional learning by accessing and critiquing relevant research, engage in high quality targeted opportunities to improve practice and offer quality placements for pre-service teachers where applicable.	6.2.4 Initiate collaborative relationships to expand professional learning opportunities, engage in research, and provide quality opportunities and placements for pre-service teachers.
Engage with colleagues and improve practice	6.3.1 Seek and apply Constructive feedback from supervisors and teachers to improve teaching practices.	6.3.2 Contribute to collegial discussions and apply constructive feedback from colleagues to improve professional knowledge and practice.	6.3.3 Initiate and engage in professional discussions with colleagues in a range of forums to evaluate practice directed at improving professional knowledge and practice, and the educational outcomes of students.	6.3.4 Implement Professional dialogue within the school or professional learning network(s) that is informed by feedback, analysis of current research and practice to improve the educational outcomes of students.
Apply professional Learning and improve student learning	6.4.1 Demonstrate an understanding of the rationale for Continued Professional learning and the implications for improved student learning.	6.4.2 Undertake professional learning programs designed to address identified student learning needs.	6.4.3 Engage with colleagues to evaluate the effectiveness of teacher professional learning activities to address student learning needs.	6.4.4 Advocate for, participate in and lead strategies to support high-quality professional learning opportunities for colleagues that focus on improved student learning.

Standard 7 - engage professionally with colleagues, parents/carers and the community

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Meet professional ethics and responsibilities	7.1.1 Understand and apply the key Principles described in codes of ethics and conduct for the teaching profession.	7.1.2 Meet codes of ethics and conduct established by regulatory authorities, systems and schools.	7.1.3 Maintain high ethical standards and support colleagues to interpret codes of ethics and exercise sound judgement in all school and community contexts.	7.1.4 Model exemplary ethical behaviour and exercise informed judgements in all professional dealings with students, colleagues and the community.

Comply with legislative, administrative and organisational requirements	7.2.1 Understand the relevant legislative, administrative and Organisational polices and processes required for teachers according to school stage.	7.2.2 Understand the implications of and comply with relevant legislative, administrative and organisational and professional requirements, polices and processes.	7.2.3 Support colleagues to review and interpret legislative, administrative, and organisational requirements, and processes.	7.2.4 Initiate, develop and implement relevant policies and processes to support colleagues' compliance with and understanding of existing and new legislative, administrative, organisational and professional responsibilities.
Engage with the parents/carers	7.3.1 Understand strategies for working effectively, sensitively and confidentially with parents/carers.	7.3.2 Establish and maintain respectful collaborative relationships with parents/carers regarding their children's learning and well-being.	7.3.3 Demonstrate responsiveness in all communications with parents/carers about their children's learning and well-being.	7.3.4 Identify, initiate and build on opportunities that engage parents/carers in both the progress of their children's learning and in the educational priorities of the school.
Engage with Professional teaching networks and broader communities	7.4.1 Understand the role of external professionals and community representatives in broadening teachers' professional knowledge and practice.	7.4.2 Participate in professional and community networks and forums to broaden knowledge and improve practice.	7.4.3 Contribute to professional networks and associations and build productive links with the wider community to improve teaching and learning.	7.4.4 Take a leadership role in professional and community networks and support the involvement of colleagues in external learning opportunities.

E. ROBINSON, *Industrial Registrar*

Printed by the authority of the Industrial Registrar.

ROADS AND MARITIME SERVICES (WAGES STAFF) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

This reprint of this award is published by the authority of the Industrial Registrar under section 390 of the *Industrial Relations Act 1996*, and under Rule 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 1 July 2023.

E. ROBINSON, *Industrial Registrar*.

Schedule of Award and Variations Incorporated

Award/Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
C9737	13 October 2023	1 July 2023	395	482

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APPENDIX A - Workplace Reform

PART A - CORE CONDITIONS

SECTION 1 - APPLICATION AND OPERATION

1. Title

This award is known as the Roads and Maritime Services (Wages Staff) Award 2019 (the "Award").

2. Parties Bound

2.1 The parties bound by the Award are:

- (a) The Secretary of the Department of Transport as Head of the Transport Service ("RMS");
- (b) The Australian Workers' Union, New South Wales;
- (c) Construction, Forestry, Mining and Energy Union (Construction & General Division) NSW Divisional Branch;
- (d) Electrical Trades Union of Australia, New South Wales Branch;
- (e) Transport Workers' Union of Australia (New South Wales Branch);
- (f) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, NSW Branch;
- (g) New South Wales Plumbers and Gasfitters Employees Union;
- (h) Barrier Industrial Council;
- (i) Broken Hill Town Employees' Union.

2.2 Hereinafter, parties other than RMS and Employees of RMS are referred to collectively as "Unions."

3. Definitions

3.1 In this Award:

- (a) the following definitions apply unless otherwise specified:

"Adult Apprentice" means a person who commences an apprenticeship with RMS at age 21 years or older.

"Apprentice" means an Employee engaged under a recognised Apprenticeship.

"Alternative Arrangements": see clause 15.5.

"Casual Employee" means an Employee engaged and paid as such.

"Continuous Shift Work": see clause 19.4(c).

"Continuous Work Pattern": see clause 15.6.

"Broken Hill Workshop Employees" means those Employees employed in the Broken Hill Workshop whose classifications are outlined in Part B of this Award.

"Chief Executive" means the Chief Executive of the Roads and Maritime Services.

(Note: a reference to any action taken by the Chief Executive or the Employer under this Award is, where appropriate, taken to mean a reference to action taken by a delegate of the Chief Executive).

"Crib break" means a break, which is treated as time worked, where Employees remain available to carry out reasonably required duties.

"De facto Partner" has the meaning set out in the *Interpretation Act 1987* (NSW).

"Defined Servicing Role" means a Mechanical Tradesperson who is responsible for maintaining the service schedule and planning for fleet items in a designated area, liaising with customers, carrying out services at the workshop or in the field, ordering spare parts (such as filters and oils) and maintaining stocks for servicing.

"Dispute": see subclause 47.2.

"Distant Work": see clause 29.2.

"Employee" means a person engaged as a member of the Transport Service in the RMS Group in a classification set out in this Award.

"HDA" means Higher Duties Allowance (see clause 25).

"Industry allowance" refers to the requirement to work in the open on civil/mechanical engineering projects and subject to climatic conditions (i.e. dust blowing in the wind, drippings from newly poured concrete, sloppy and muddy conditions, lack of usual amenities associated with factory work (e.g. meal room, change rooms, lockers etc.)).

"Inclement weather" means wet weather and/or abnormal climatic conditions including, but not limited to, hail, cold, high winds, severe dust storms, extreme high temperatures or any combination.

"Normal Work Cycle": see clause 15.2.

"Ordinary Shift Hours": see clause 19.4(a).

"Pay Day"; see clause 22.3.

"Public Holiday": see clause 45.

"Recall" means a request to return to work to attend to an emergency or breakdown and includes a call-out and call-back.

"RMS" means the Secretary of the Department of Transport as head of the Transport Service.

(Note: This definition was varied following the commencement of the *Government Sector Employment Act 2013* to reflect that the Roads and Maritime Division of the Government Service of New South Wales established under Chapter 1A of the *Public Sector Employment and Management Act 2002* was abolished, staff moved to the Transport Service, and that employer functions are now exercised by the Secretary of the Department of Transport as Head of the Transport Service. Notwithstanding that, in some instances in this award, references to "RMS" refers to the business of the Roads and Maritime Services rather than to the employer).

“RMS Group” – means the group of staff designated by the Secretary of the Department of Transport in accordance with the *Transport Administration Act 1988* as being part of the RMS Group who are not part of any other Group of Staff. A Memorandum of Understanding dated 31 July 2019 between the Secretary of the Department of Transport and the Secretary of Unions NSW applies to any proposed changes to an employee’s designation as being part of the RMS Group throughout the life of this Award. In the event of any dispute about the MOU, clause 5, Disputes Settlement Procedure applies.

"Regulator": see the *Work Health and Safety Act 2011* (NSW).

"SBU" means Single Bargaining Unit (see clause 46.5).

"Shift Loading": see subclause 19.5

"Shiftworker" means an Employee engaged and performing shift work.

"Substantive Rate of Pay" means the rate an Employee is paid on an hourly basis, paid according to the Employee’s contract hours of work and the weekly wage for Employees classification.

"Trainee" means an Employee engaged by RMS under a recognised Traineeship.

"Transport. Service" Means the Transport Service of New South Wales Established By the *Transport Administration Act 1988*.

- (b) unless a contrary intention is expressed in this Award, a reference to a particular day (for example, a Saturday), shall be construed according to its ordinary meaning.

4. Area, Incidence and Duration

- 4.1 This Award shall apply to the Secretary of the Department of Transport as head of the Transport Service, the Unions and to Employees.
- 4.2 This Award shall commence from 1 July 2019, and shall have a nominal expiry date of 30 June 2022. This Award rescinds and replaces the Roads and Maritime Services (Wages Staff) Award 2017 published 20 March 2020 (387 I.G. 318), and award reprinted 5 May 2023 (394 I.G. 532).
- 4.3 Any specific provisions contained in section 7 of this Award shall take precedence to the extent of any inconsistency over the general provisions contained in sections 1 - 6 of this Award.

5. No Extra Claims

- 5.1 Other than as provided for in the *Industrial Relations Act 1996*, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2024 by a party to this Award.
- 5.2 Notwithstanding subclause 5.1, the parties to this Award commit to further discussions, in good faith, on claims made during the bargaining of this Award. Subclause 5.1 will not prevent the parties from having these discussions.
- 5.3 The parties to this Award acknowledge that the intention of subclause 5.2 is to facilitate discussions during the nominal term of the Award.
- 5.4 The terms of clause 5.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.
- 5.5 Variations made with the agreement of the parties are not prohibited by this clause.

6. Anti-Discrimination

- 6.1 It is the intention of the Parties 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.
- 6.2 As such, it follows that in fulfilling the obligations under the dispute resolution procedure stated in this Award, all Parties (including Employees) have an obligation 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 is consistent with the fulfilment of these obligations for the parties to make an application to vary any provisions of this Award if they believe it is directly or indirectly discriminatory.
- 6.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because that Employee:
- (a) has made a complaint of unlawful discrimination or harassment, or
 - (b) may make a complaint of unlawful discrimination or harassment, or
 - (c) has been involved in a complaint of unlawful discrimination or harassment.
- 6.4 Nothing in this clause is to be used to:
- (a) promote any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) enforce the offering or provision of junior pay rates to people under 21;
 - (c) promote any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) prevent any party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 6.5 This clause does not create legal rights or obligations in addition to those imposed upon all parties by the legislation referred to in this clause.

NOTE:

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

"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."

7. Work Health and Safety

- 7.1 In this clause:
- (a) a "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another Employer for the purpose of such staff performing work or services for that Employer;
 - (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which

is contracted by another Employer to provide a specified service or services or to produce a specific outcome or result for that other Employer which might otherwise have been carried out by that other Employer's own Employees.

- 7.2 Any Employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the Employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (a) consult with Employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (b) provide Employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such Employees to perform their jobs safely;
 - (c) provide Employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own Employees; and
 - (d) ensure Employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 7.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon labour hire business arising under relevant legislation.
- 7.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

SECTION 2 - TERMS OF EMPLOYMENT AND RELATED MATTERS

8. Employment Categories

- 8.1 RMS will use direct permanent employment as the preferred and predominant staffing option for RMS. Employees may be engaged under any of the following employment categories:
- (a) full-time;
 - (b) part-time;
 - (c) limited duration;
 - (d) casual;
 - (e) apprenticeship/traineeship.
- 8.2 Full-time Employees are engaged on a weekly basis of 38 ordinary hours per week.
- 8.3 RMS may engage an Employee on a part-time basis in accordance with RMS policies and procedures. The following conditions shall apply in relation to part-time employment:
- (a) the ordinary hours of work shall be agreed and recorded in the letter of appointment, and may be varied at any time in writing by agreement;
 - (b) wages and all relevant entitlements are on a pro-rata basis;
 - (c) Employees may work additional hours by agreement. Where additional hours are worked, the additional hours will be paid as follows:

- (i) for work performed up to the normal daily working hours of full-time Employees performing similar duties, the relevant hourly rate plus a loading of 4/48ths in lieu of annual leave;
 - (ii) for work performed in excess of the normal working hours of full-time Employees performing similar duties, appropriate overtime rates.
 - (d) Employees shall not be directed or placed under duress to move from full-time to part-time work, or vice versa.
- 8.4 Employees may be engaged on a Limited Duration basis for:
- (a) a minimum period of three months and a maximum period generally not exceeding 12 months; or
 - (b) the duration of a project with anticipated starting and finishing dates.
- 8.5 If an Employee's limited duration employment exceeds 12 months, the unions reserve the right to raise the issue of "permanent employment status" for the Employee, unless the Employee is employed for a specific project.
- 8.6 Limited-duration Employees may be employed on a full-time or part-time basis and receive the pay rates and conditions of employment as such.
- 8.7 RMS may engage an Employee on a casual basis. Casual Employees are paid as follows:
- (a) for each hour worked, the appropriate hourly rate plus a 20% casual loading to compensate for all leave other than long service leave;
 - (b) for each hour worked in excess of the normal working hours of full-time Employees performing similar duties, the applicable overtime rate plus a casual loading of 20%;
 - (c) for a minimum of three hours per engagement; and
 - (d) all relevant allowances.
- 8.8 The following clauses of this Award do not apply to Casual Employees:
- (a) clause 11 - Probationary Period;
 - (b) clause 12 - Termination of Employment;
 - (c) clause 16 - Accrued Day Off;
 - (d) clause 21 - Recall to Work;
 - (e) clause 25 - Higher Duties;
 - (f) clause 26 - On-call Allowance;
 - (g) clause 33 - Annual Leave;
 - (h) clause 35 - Sick Leave;
 - (i) clause 36 - Special Sick Leave; and
 - (j) clauses 42 to 45 (inclusive) - Study and Examination Leave, Military Leave, Special Leave and Public Holidays.

9. Apprentices and Trainees

9.1 In this clause:

- (a) "School Based Apprentice" means an Employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate;
- (b) "Deemed Training Hours" means 25 per cent of the actual hours worked by a School Based Apprentice on the job, and is calculated on a weekly basis. This is intended to approximate the time spent in off-the-job training for full-time students.

9.2 General

- (a) Where an Apprentice or Trainee loses time for any reason not considered satisfactory by RMS, RMS may deduct an amount proportionate to that amount of time from the Apprentice or Trainee's weekly wage.
- (b) A tool allowance is included in the Apprentice rates of pay.

9.3 Adult Apprentices

- (a) Adult Apprentices are paid the higher of the following rates:
 - (i) the rate applicable to 4th year apprentices for the duration of the apprenticeship; or
 - (ii) for Employees who were employed by RMS immediately before commencing the Adult Apprenticeship, that rate applicable to the substantive position held with RMS immediately prior to the commencement of the apprenticeship.

9.4 School based Apprentices

- (a) A School Based Apprentice is paid the relevant hourly rate:
 - (i) for each hour worked; and
 - (ii) for each Deemed Training Hour.

9.5 The wages paid for Deemed Training Hours may be averaged over the school term or year.

9.6 School Based Apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

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

9.8 An Apprentice who converts from a School Based Apprenticeship to a Full-Time Apprenticeship will have all their time spent as a Full Time Apprentice counted for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a School Based Apprentice.

9.9 Except as provided by this clause, School Based Apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

9.10 The terms and conditions of employment for Apprentices and Trainees shall be covered by this Award, however Civil Construction Trainees will continue to be paid in accordance with the Crown Employees (Public Service Training Wage) Reviewed Award 2008 as varied from time to time. Apprentices will be paid in accordance with Part B, Table 4.

10. Employment Obligations

- 10.1 Employees must:
- (a) carry out duties that the Employee has the skills, competence and training to undertake and are safe to perform, and are within the classification structure of this Award;
 - (b) use the tools, plant and equipment for which the Employee has been trained;
 - (c) wear appropriate personal protective equipment.
- 10.2 Employees are not required to work in a manner that promotes de-skilling.
- 10.3 RMS may require an Employee to move from one work group to another to meet work requirements. Generally, these changes in location will be limited to work groups within 100km. If the movement involves a change in location over 100km, the Employee's agreement to the change will be sought and the Employee will be paid the appropriate entitlements as set out in clauses 27, 28 and 29. While performing these duties the Employee will maintain their existing classification under the Wages Classification Structure, except where the Employee is performing higher graded work under the provisions of clause 25 - Higher Duties.
- 10.4 An Employee may be stood down without pay during any period that the Employee cannot be usefully employed due to strikes, work stoppages or any other reason for which RMS cannot be held reasonably responsible, and where other reasonable alternative duties are not available. This clause does not apply to stoppages due to wet weather.
- 10.5 All truck drivers are required to perform duties other than driving, loading and unloading vehicles, where such duties are available. These duties must be consistent with the work the Employee currently performs.

11. Probationary Period

- 11.1 A probationary period of three months applies to all new Employees. During the probationary period, the Employee's employment may be terminated by either party giving one week's notice to the other party, or payment in lieu thereof. However, RMS can terminate during the probationary period without notice if the Employee has engaged in serious misconduct.
- 11.2 Prior to the conclusion of the probationary period, the Employer may either:
- (a) confirm appointment;
 - (b) extend the probationary period once up to a maximum of 3 months; or
 - (c) annul the probationary appointment.

12. Termination of Employment

- 12.1 After the probationary period referred to in clause 11, an Employee can be terminated at any time as follows:
- (a) by the Employee giving one week's notice or the forfeiture of one week's pay, or
 - (b) by the Employer giving the required period of notice as set out in subclause 12.2, or
 - (c) without notice for misconduct.
- 12.2 Unless termination occurs for misconduct, the required period of notice by the Employer will be:

Employee's Continuous Service with the Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year and up to but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

Employees over 45 years of age who have more than 2 years of continuous service will be provided with an additional one (1) week's notice.

- 12.3 If an Employee is on a week's notice and during that time are absent from work without permission, it will be considered that the Employee has abandoned their employment.
- 12.4 If an Employee's employment is terminated, except for misconduct, the Employee is paid all wages/leave entitlements due to them at the time of termination.
- 12.5 If an Employee's employment is terminated for misconduct or the Employee resigns, the Employee is paid all wages/leave due to them within one week after termination or after RMS is notified of the Employee's resignation.
- 12.6 If RMS terminates an Employee's services for reasons other than misconduct or incompetence, the Employee is paid one day's ordinary wages for each Public Holiday occurring within 10 calendar days after the Employee's termination date.
- 12.7 If more than two Public Holidays occur within a seven day period, they are regarded as a group of holidays. If the first day of the group occurs within 10 consecutive calendar days after the termination date, the whole group is considered to occur within the 10 consecutive days. For example, Christmas Day, Boxing Day and New Year's Day are regarded as a group.
- 12.8 If an Employee is terminated "without notice" the Employee is paid wages up to the time of termination only.

13. Secure Employment

- 13.1 The objective of this clause is for the Employer to take all reasonable steps to provide its Employees with secure employment by maximising the number of permanent positions in the Employer's workforce, in particular by ensuring that casual Employees have an opportunity to elect to become full-time or part-time Employees.
- 13.2 A casual Employee engaged by a particular Employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of twelve months shall thereafter have the right to request to have his or her casual employment converted to permanent full-time employment or part-time employment.
- 13.3 Every Employer of such a casual Employee shall give the casual Employee notice in writing of the provisions of this subclause within four weeks of the casual Employee having attained such period of twelve months. However, the casual Employee retains his or her right of request under this subclause if the Employer fails to comply with this notice requirement.
- 13.4 Any casual Employee who has a right to request under this clause, upon receiving notice from the Employer under this clause or after the expiry of the time of giving such notice, may give four weeks' notice in writing to the Employer that he or she seeks to request to convert his or her casual employment to full-time or part-time employment, and within four weeks of receiving such notice from the Employee, the Employer shall consent to or refuse the request, but shall not unreasonably so refuse. Where an Employer refuses a request to convert, the reasons for doing so shall be fully stated and discussed with the Employee concerned, and a genuine attempt shall be made to reach an agreement. Any dispute about a refusal of a request to convert casual employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- 13.5 Any casual Employee who does not, within four weeks of receiving written notice from the Employer, request to convert his or her casual employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- 13.6 Once a casual Employee has requested to become and been converted to a full-time Employee or a part-time Employee, the Employee may only revert to casual employment by written agreement with the Employer.
- 13.7 If a casual Employee has requested to have his or her casual employment converted to full-time or part-time employment in accordance with this clause, the Employer and Employee shall, in accordance with this paragraph, and subject to subclause 13.4, discuss and agree upon:
- (a) whether the Employee will convert to full-time or part-time employment; and
 - (b) if it is agreed that the Employee will become a part-time Employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW).
- 13.8 An Employee who has worked on a full-time basis throughout the period of casual employment has the right to request his or her contract of employment to full-time employment and an Employee who has worked on a part-time basis during the period of casual employment has the right to request to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and time of work as previously worked.
- 13.8 Following an agreement being reached pursuant to this clause, the casual Employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an Employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 13.9 An Employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

14. Local Arrangements

- 14.1 Local arrangements may be negotiated between RMS and relevant Unions in relation to any matter contained in this Award.
- 14.2 All local arrangements negotiated between RMS and the relevant Unions must:
- (a) be approved in writing by RMS;
 - (b) be approved in writing by the Secretary of the relevant Unions; and
 - (c) be contained in a formal document including, but not limited to, an agreement made under section 68D of the *Transport Administration Act 1988* (NSW).
- 14.3 A local arrangement approved in accordance with this clause will override this Award to the extent of any inconsistency.

SECTION 3 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND RELATED MATTERS

15. Hours of Work

Note: See clauses 51-54 of section 7 for specific provisions for Sydney Harbour Bridge Maintenance Staff, Traffic Signals Technical Assistants, Tow Truck Staff and Traffic Emergency Patrollers. Where there is any inconsistency between clause 15 and section 7, the provisions in section 7 shall prevail over this clause to the extent of any inconsistency.

- 15.1 An Employee's contract of employment is based on 38 ordinary hours worked each week.
- 15.2 A normal working cycle consists of 76 hours during a 10 day fortnight and:
- (a) is 9 working days within a 10 day, two week period,
 - (b) is 8 hours 27 minutes worked each day between 6.00am and 6.00pm. However, an Employee(s)'s normal commencement time may be altered by agreement between the local manager and the majority of staff to allow the Employee(s) to commence their ordinary hours of work at 5.00am. The reason for such change may include, wanting to leave work early on a day before a gazetted public or local public holiday or if it is anticipated the day in question may be an extremely hot day.
 - (c) during this cycle 0.88 of one hour (53 minutes) of each day worked is accrued. This entitles an Employee to one day off in each two week cycle, known as an "Accrued Day Off (ADO)". Wages for accrued time are paid in the period during which it was accrued.
- 15.3 Subclause 15.2 does not apply to Sydney Harbour Bridge maintenance staff (see subclauses 51.3 to 51.5 for the working hours of this group).
- 15.4 An Employee or their work group may be required by local management to change starting/finishing times and the time/hours an Employee works for the following reasons:
- (a) geography, climate or traffic conditions,
 - (b) specific works, changes to hours, days or periods of the year (whole/part of a depot/individual, or
 - (c) greater flexibility.
 - (d) the Employee(s) will be given one (1) weeks' notice of the change.
- 15.5 Alternative Arrangements
- (a) alternatives to the normal work cycle include a:
 - (i) 19 working days within a 20 day, four week period,
 - (ii) 4 day week; or
 - (iii) any alternative work arrangement approved by management and endorsed by the Regional Consultative Group prior to implementation.
 - (b) Changes to work cycle:
 - (i) If following the working of a particular work cycle for 12 months or more, RMS proposes to implement an alternative to the normal work cycle as set out in subclause 15.5(a)(i) or (ii) or return to the normal work cycle set out in subclause 15.2, RMS will engage in a consultation process in accordance with clause 46 (Consultation).
 - (ii) In addition to any obligation on the parties to consult as set out in clause 46 (Consultation), RMS will provide information to the affected Employees on the need for the change and the rationale for the proposed change based on business needs.
 - (iii) At any stage in the consultation process, either party may raise the issue as a grievance or a dispute in accordance with clause 47 (Grievance and Dispute Resolution).
 - (iv) During this period of consultation regarding a proposed change in work cycle, or in the event a party notifies the other of a dispute concerning the proposed change, the status quo will remain unless recommended or ordered otherwise by the New South Wales Industrial

Relations Commission (NSWIRC). For this purpose "status quo" means the work cycle in place immediately prior to the proposed change.

- (v) Subclause 15.5(b) will not apply in circumstances where changes to a work cycle are required for a short term to respond to a fire, flood, storm or other emergency situation.
- (c) If an Employee's working time/hours are varied consistent with subclause 15.5, the Employee cannot work more than:
 - (i) 10 hours each day between 6.00am and 6.00pm;
 - (ii) 80 ordinary hours each fortnight.

15.6 Continuous work patterns:

- (a) Where local management and the majority of Employees agree, the ordinary hours of work may be varied to include work on Saturdays and Sundays within the average of 38 hours per week.
- (b) If work time/hours are varied consistent with this subclause, Employees are:
 - (i) paid 50% more than the Employee's ordinary rate for the first two hours and 100% more than the Employee's ordinary time rate thereafter for work on Saturdays that forms part of the 38 hours per week average.
 - (ii) paid 100% more than the Employee's ordinary time rate for all work on Sundays that forms part of the 38 hours per week average.
 - (iii) not required to work on more than 10 consecutive days, and
 - (iv) rostered off for at least four consecutive days within the two week cycle. Employees are not paid for these days.

16. Accrued Day Off

Note: See clauses 51-54 of section 7 for specific provisions for Sydney Harbour Bridge Maintenance Staff, Traffic Signals Technical Assistants, Tow Truck Staff and Traffic Emergency Patrollers. Where there is any inconsistency between clause 16 and section 7, the provisions in section 7 shall prevail over this clause to the extent of any inconsistency.

- 16.1 If an Employee works a 19 day cycle under an alternative arrangement pursuant to subclause 15.5, they will receive one day off in each 20 day, four week cycle.
- 16.2 If an Employee works a 4 day week they will receive two additional days off (making a total of four) in each 20 day, four week cycle.
- 16.3 For accrual purposes:
 - (a) each day of paid leave an Employee takes pursuant to subclause 15.2 (normal working cycle) or subclause 15.5 (Alternative Arrangements), is counted as a working day.
 - (b) any public holidays occurring pursuant to subclause 15.2 (normal working cycle) or subclause 15.5 (flexible arrangements), is counted as 8 hours 27 minutes.
- 16.4 By 30 September, RMS and the unions develop an ADO calendar for the following year. In doing so, they ensure that:
 - (a) ADOs fall together with public holidays, where appropriate;

- (b) attention is given to the dates on which ADOs are observed by the Building and Construction Industry.
- 16.5 Once the new ADO calendar is established it may be changed if local management and the majority of staff (whole/part of a depot/individual) agree. Consideration is given to changing the calendar so that ADOs are observed on days where road traffic is likely to significantly reduce productivity (e.g. the last day of the school term or local events such as the Bathurst car races).
- 16.6 It is essential that local management and Employees designate additional days off where flexible arrangements are implemented to best meet the anticipated needs of RMS and to be equitable to Employees. Any additional days off should be incorporated into the ADO calendar.
- 16.7 Local management, in consultation with Employees, may require an Employee(s) to carry out work on a programmed ADO, either indefinitely or for a prescribed length of time. If you work on a programmed ADO the Employee shall:
- (a) be given at least one (1) weeks' notice of the change;
 - (b) be given a copy of the program of alternative ADOs;
 - (c) not be paid penalty payments for this work, and
 - (d) be permitted to take an alternative working day off as your ADO (Note: this day is unpaid).
- 16.8 RMS may require an Employee to occasionally work on an ADO if the ADO:
- (a) stops others from carrying out their work.
 - (b) results in other Employees having to complete maintenance tasks outside normal working hours.
 - (c) delays a project.
- 16.9 If an Employee is required to work on their ADO without the notice period outlined in subclause 16.7(a), the Employee shall:
- (a) be paid at the Saturday overtime rates.
 - (b) permitted another day off, where practical, before the end of the next work cycle. The Employee is not paid for this day.
- 16.10 Employee(s) may accrue a maximum of 5 ADOs providing there is agreement between:
- (a) RMS and the unions on a statewide basis, or
 - (b) local management and a majority of Employees (whole/part of a depot/individual).
- 16.11 For Employees on an averaged work pattern, accrued days off will be taken according to the agreed roster.

17. Meal Breaks

Note: See clauses 51-54 of section 7 for specific provisions for Sydney Harbour Bridge Maintenance Staff, Traffic Signals Technical Assistants, Tow Truck Staff and Traffic Emergency Patrollers. Where there is any inconsistency between clause 17 and section 7, the provisions in section 7 shall prevail over this clause to the extent of any inconsistency.

- 17.1 This clause does not apply to Shift workers. Crib entitlements for shift workers are set out under the shift work provisions of this Award.

17.2 The following provisions apply to Employees, other than Broken Hill Workshop Employees:

- (a) Employees shall receive an unpaid 30 minute meal break each day, to be taken between 11:30 am and 1:30 pm. The duration of the meal break may be extended up to a maximum duration of one hour by agreement.
- (b) RMS may delay a scheduled meal break by up to 1.5 hours to finish essential work without the payment of overtime or additional rates. Where an Employee, other than a Broken Hill Workshop Employee, continues to work beyond 1.5 hours after the scheduled meal break, the Employee shall receive payment at overtime rates until a meal break is taken.
- (c) Generally, an Employee should not be required to work for more than 5 hours without a meal break. However, an exception applies if you work on roads where clearway arrangements apply. In such cases, local management and staff should discuss the daily meal break with a view to maximising working time during non clearway hours.

17.3 Broken Hill Workshop Employees are entitled to a 30 minute paid meal break.

18. Tea Break

18.1 This clause does not apply to Sydney Harbour Bridge maintenance workers.

18.2 Employees shall receive a paid 20 minute morning tea break, as agreed with RMS. This break should not necessarily cause work stoppage.

19. Shift Work

19.1 This clause outlines the conditions for shift work. It does not apply to:

- (a) Traffic Signals Technicians Assistant.
- (b) Traffic Emergency Patroller.
- (c) Sydney Harbour Bridge Tow Truck Team Leader, Driver or Attendant.

The conditions for shift work applicable to these roles are detailed in section 7.

19.2 Shift work is worked between:

- (a) Sunday to Thursday inclusive, or
- (b) Monday to Friday inclusive.

19.3 Arrangements for working shifts are by agreement between local management and the majority of staff, provided that the choice of shift patterns does not prevent RMS from applying the shift work provisions to complete the work required.

19.4 For the purpose of this clause only:

- (a) "Ordinary shift hours" means 152 ordinary hours worked in a four week work cycle (includes any Alternative or Flexible Arrangements). In accordance with subclause 15.5(c), ordinary shift hours cannot be longer than ten hours.
- (b) 'Flexible arrangements'. These arrangements must be agreed at a local level. Examples include:
 - (i) 19 working days of eight hours within a 20 day, four week cycle,
 - (ii) a nine day fortnight, or

- (iii) a four day week.
- (c) "Continuous shift work" means work carried on with consecutive shifts of employees throughout the twenty-four hours of at least six consecutive days without interruption, except during breakdowns, meal breaks or due to unavoidable causes beyond the control of RMS.
- (d) "Early morning shift" means any shift commencing at or after 4:00am and before 6:00am.
- (e) "Afternoon shift" means any shift commencing at or after 1:00pm and before 6:00pm.
- (f) "Night shift" means any shift commencing at or after 6:00pm and at or before 4:00am.
- 19.5 The following loadings for ordinary shift hours apply, whether worked as a single shift or as a combination of shifts:

Shift	Loading
Early morning	12.5%
Afternoon	25%
Night	50%

- 19.6 For Employees whose normal shift is worked between:
- (a) Monday and Friday, the Friday shift starts before and finishes after midnight Friday.
- (b) Sunday and Thursday, the Sunday shift starts before midnight Sunday.
- 19.7 Employees who work on a Saturday, Sunday or Public Holiday shall be paid at overtime rates, provided that:
- (a) Friday shifts referred to in subclause 19.6 are paid at ordinary shift rates.
- (b) Sunday shifts referred to in subclause 19.6 are paid at ordinary shift rates after midnight Sunday.
- 19.8 Employees who work in excess of the agreed ordinary shift hours on Sunday to Thursday or Monday to Friday (excluding public holidays) shall be paid double-time.
- 19.9 Employees required to work shift work shall be given at least 48 hours notice. If an Employee's shift hours are changed, they shall be notified by the finishing time of their previous shift.
- 19.10 An Employee cannot work more than one ordinary shift on any one day (e.g. a day shift and a night shift). If an Employee is required to work a second shift on a given day, the second shift is paid at overtime rates.
- 19.11 If an Employee works a shift of less than five consecutive working days and it is:
- (a) due to the Employee's actions, they shall be paid normal shift rates.
- (b) not due to the Employee's actions, they shall be paid overtime rates.
- 19.12 ADOs and Public Holidays (including the picnic day) are counted as single days worked and form part of the calculation towards the completion of five consecutive days worked for the purpose of subclause 19.11.
- 19.13 Employees, other than Broken Hill Workshop Employees (in which case subclause 17.3 applies) shall receive a paid 30 minute crib break for each shift worked. Generally, the crib break must commence within five hours from the start of the shift and may be taken over several periods of time totalling 30 minutes.

19.14 If an Employee does not work a complete four week cycle, the Employee shall receive pro-rata accrued entitlements for each shift (or part shift) worked.

20. Overtime

Note: See clauses 51-54 of section 7 for specific provisions for Sydney Harbour Bridge Maintenance Staff, Traffic Signals Technical Assistants, Tow Truck Staff and Traffic Emergency Patrollers. Where there is any inconsistency between clause 20 and section 7, the provisions in section 7 shall prevail over this clause to the extent of any inconsistency.

20.1 Employees may be required to work a reasonable amount of overtime at overtime rates in addition to the Employee's ordinary hours of work. For the purposes of this clause, what is reasonable or otherwise is determined with regard to:

- (a) any risk to health and safety;
- (b) the Employee's personal circumstances, including family and carer responsibilities;
- (c) the needs of RMS;
- (d) the notice (if any) given by RMS of the requirement to work overtime and the notice (if any) given by the Employee of the intention to refuse to work overtime; and
- (e) any other relevant matters.

20.2 An Employee may refuse to work overtime in circumstances where the overtime would result in unreasonable working hours.

20.3 Unless otherwise specified in this clause, for Employees other than Broken Hill Workshop Employees:

- (a) overtime is paid at the rate of time and one half for the first two hours and double time thereafter.
- (b) If an Employee works outside ordinary hours the Employee is paid overtime at the following rates:

Description	Pay rate
First two hours	Time-and-a-half
After the first two hours	Double-time
All work after 12 noon Saturday	Double-time
All work on Sunday	Double-time
All work on a Public Holiday	Double-time-and-a-half
Regular overtime that normally commences after 12 noon on Saturday	Time-and-a-half for the first two hours, then double-time

20.4 Overtime worked by Broken Hill Workshop Employees:

- (a) before or after ordinary hours of work and on Saturday and Sunday will be paid at the rate of double time.

20.5 Overtime worked by shift-workers is paid at the rate of double-time, unless the overtime is worked on a public holiday, in which case it is paid at double time and one half. Overtime for shift-workers is calculated on the ordinary rate of pay exclusive of loadings, penalties and allowances.

20.6 For the purposes of calculating the overtime rate, each day shall stand alone. If overtime is worked before or after a shift and continues for an unbroken period during which ordinary time is worked, overtime is calculated by reference to the total hours worked.

20.7 10 Hour Break

- (a) Subject to subclauses 20.7(c), (e) and (f), an Employee who has worked overtime and has not had 10 consecutive hours off duty after finishing the Employee's last shift, must have 10 consecutive hours off duty prior to recommencing work. Prior to commencement of ordinary hours following the overtime worked, managers must refer to the Fatigue Management Policy.
 - (b) If an Employee works overtime on a Saturday, Sunday or Public Holiday, and these days are not the Employee's ordinary working days off or ADO, and the Employee has not had 10 consecutive hours off duty within the 24 hour period before starting their next shift, the Employee must have 10 consecutive hours off duty after finishing overtime.
 - (c) If an Employee is instructed to resume or continue work without having the required 10 consecutive hours off duty, the Employee shall receive payment at the rate of double-time until the end of duty. The Employee will be entitled to be absent until 10 consecutive hours off duty have been taken.
 - (d) If the 10 hours off duty occurs during the Employee's ordinary hours, RMS will not deduct any amounts from the Employee's pay.
 - (e) Subclauses 20.7(c)-(d) do not apply to an Employee who has been recalled to work whilst on Standby and the period of time actually worked is less than 4 hours.
 - (f) In the case of shift workers, a reference to 10 hours in this clause is taken to be 8 hours if:
 - (i) the overtime is worked for the purpose of changing shift rosters;
 - (ii) the Employee is required to replace other shift workers who do not report for duty; or
 - (iii) the overtime is worked by arrangement between the Employee and other Employees.
- 20.8 Employees, other than Broken Hill Workshop Employees, required to work overtime on a Saturday, Sunday or Public Holiday shall receive a minimum of four hours pay at the appropriate rate.
- 20.9 Except in emergencies, an Employee must not work more than half an hour of overtime if the Employee is completing holes for firing and before firing if the Employee is excavating sandstone or working underground.
- 20.10 An Employee who is required to work two or more hours of overtime after their normal finishing time shall receive a 30 minute crib break without loss of pay after the first two hours, and a further paid 30 minute break after each additional four hours of overtime worked after the initial two hours. To qualify for this entitlement, work must continue after the crib break.
- 20.11 An Employee who works overtime on a Saturday, Sunday or Public Holiday shall receive a crib break of 30 minutes without loss of pay if work continues after 12 noon.
- 20.12 Despite any other provision in this Award, an Employee and the Employee's manager/supervisor may agree to a meal or crib break being taken at any time (including at the end of the period of overtime) subject to any relevant Work Health and Safety guidelines.
- 20.13 An Employee, other than a Broken Hill Workshop Employee, who is required to work more than 1.5 hours after the Employee's normal finishing time, shall be provided with either:
- (a) a meal; or
 - (b) a meal allowance to the amount set out in Part B.
- 20.14 A further meal or meal allowance shall be provided to Employees, other than Broken Hill Workshop Employees, after each additional 4 hours of continuous overtime following the initial 1.5 hours.

Note: Employees who receive an accommodation allowance that includes a payment for an evening meal are not entitled to payment under subclauses 20.13 to 20.14.

21. Recall to Work

- 21.1 If an Employee is recalled to work after leaving their job the Employee is paid a minimum of four hours at overtime rates.
- 21.2 Subsequent call out or call backs occurring within the four hour period of a call out or call back do not attract additional payments.
- 21.3 If an Employee's call out or call back duties continue into what would be the Employee's ordinary working hours the Employee's entitlement is calculated as follows:
- (a) Overtime rates continue until the minimum four hours have elapsed.
 - (b) Payment of the Employee's ordinary hours rate commences when the minimum four hours have elapsed.
- 21.4 If any portion of an Employee's call out or call back period continues into the Employee's ordinary hours, those hours after the Employee's ordinary starting time are considered part of the Employee's ordinary work hours.
- 21.5 Nothing in this clause should be interpreted in a manner that gives rise to a claim:
- (a) for the payment of ordinary hours in addition to any payment for call out, nor
 - (b) that an Employee has failed to meet their contract hours.
- 21.6 Payment for a call out or call back is calculated from the time that an Employee departs for work. Payment ceases when the Employee arrives at their residence or accommodation after returning directly from the call out or call back. Payment is made on the basis of a direct return to the Employee's home or accommodation.

SECTION 4- WAGES, ALLOWANCES AND RELATED MATTERS

22. Payment of Wages

- 22.1 Wages are paid fortnightly by electronic funds transfer into the Employee's nominated bank account. Wages for accrued time are paid in the period during which it was accrued.
- 22.2 Each Employee will receive a pay advice with the following details:
- (a) gross amount and particulars of wages and allowances.
 - (b) amount and particulars of deductions.
 - (c) classification.
 - (d) date on which payment is made.
 - (e) period of employment to which the payment relates.
 - (f) amount and type of deductions.
- 22.3 One day of each pay period shall be recognised as the Pay Day. The pay period closes not more than three working days before the Pay Day. An Employee who is not paid on or before the Pay Day is paid at ordinary rates for all working time the Employee is kept waiting.

- 22.4 For the purposes of Employees who arrive to work late or leave early, and for the calculation of overtime, working time is calculated to the nearest 0.1 hours (i.e. 6 minutes).

23. Rates of Pay

- 23.1 The rates of pay in this Award are set out in Table 1, Part B, of this Award. The pay rates outlined in Table, Part B, incorporate the following wage increases:

(a) 4% from the first full pay period to commence on or after 1 July 2023.

- 23.2 The pay rates in this Award are based on the "RMS Wages Classification Structure."

- 23.3 Unless otherwise provided for in this Award, the pay rates in this Award include compensation for all disabilities associated with the performance of the work, and all allowances previously rolled-up including, but not limited to, industry allowance, special loading, leading hand allowance, tool allowance, follow-the-job loading, annual leave loading, inclement weather allowance, tradespersons allowance, dirty/hot, confined or awkward working conditions and 50 cents per week for holding a drivers licence (whether or not the Employee is required to drive plant items or motor vehicles).

24. Allowances

- 24.1 Operative dates and future increases in other rates and allowances

(a) Relevant work related allowances e.g. Sydney Harbour Bridge Allowances, have increased by 4% per cent effective from the first full pay period on or after 1 July 2023.

(b) Relevant expense related allowances e.g. overtime meal allowance, shall increase in line with movements of the same allowances and from the same operative dates as those contained in the Crown Employees (Skilled Trades) Award.

- 24.2 General

(a) The allowances described in this section do not form part of an Employee's ordinary wage and are not paid for all purposes of this Award.

(b) If more than one of the allowances provides payment for disabilities of substantially the same nature, only the highest rate is paid.

(c) Allowances are paid irrespective of the time at which the work is performed and are not subject to any premium or penalty conditions.

- 24.3 Asphalt plant repairs allowance

(a) If an Employee is a tradesperson, the Employee is paid an additional hourly amount or part of an hour, as stated in Table 2, "Other Rates and Allowances," in Part B of this Award for repairs, maintenance or alterations to the following designated areas:

(i) dryer drum

(ii) hot elevator

(iii) single chute (Bellambi)

(iv) screens

(v) weighing hopper

(vi) pug mill

- (vii) scrubbing bins, jets and scrubbing pits (Bellambi)
- (viii) cyclone
- (ix) hot bitumen kettle (Bellambi)

24.4 First aid allowance

- (a) An Employee who is appointed by RMS as a First Aid Attendant in accordance with its policies shall receive an additional amount per day, as set out in Part B.
- (b) A First Aid Attendant is required to maintain relevant qualifications and training in accordance with RMS policy.

24.5 Lead paint removal allowance

Employees required to work on structures that are primed with lead-based paint receive an hourly amount, as prescribed in Part B, only for the period of time that the Employee is:

- (a) fully compliant with WHS management plans and safe systems of work; and
- (b) performing any one or more of the following tasks:
 - (i) abrading by hand or mechanical means;
 - (ii) dry or wet blasting inside containment;
 - (iii) grit recovery inside containment;
 - (iv) bagging and packaging lead contaminated waste;
 - (v) cleaning filters and/or performing internal maintenance on dust extractors;
 - (vi) setting up, operating and decommissioning the grit blaster (when using recycled materials), dust extractor and grit recovery unit;
 - (vii) erecting previously used containment sheeting;
 - (viii) removing and disposing of containment sheeting;
 - (ix) flame cutting or welding on the structure;
 - (x) decontaminating and removing materials and equipment from within the confines of the containment; or
 - (xi) bagging and un-bagging of lead contaminated personal protection equipment.

24.6 Asbestos Materials Allowance

Employees required to use materials containing asbestos or to work with others using asbestos are provided with the necessary safeguards as required by the appropriate work health and safety authority, and Employees must use all supplied safeguards. In such cases, if the safeguards make the wearing of protective equipment mandatory, such Employees shall receive an hourly amount, as prescribed in Part B.

24.7 Asbestos Eradication Allowance

- (a) In this clause, "Asbestos Eradication" means working in a building or its surrounds to remove or neutralise any materials that contain asbestos.

- (b) Where Employees are engaged in Asbestos Eradication:
- (i) all work must be conducted in accordance with all relevant WHS legislation and requirements; and
 - (ii) such Employees shall receive an hourly amount as prescribed in Part B.

24.8 Long/wide load allowance

Truck Drivers required to drive a loaded truck or articulated vehicle (excluding vehicles included in the definition of Truck Driver (Road Train)) which together with its load exceeds the specifications below, shall receive the appropriate hourly amount with a minimum daily amount as prescribed in Part B:

- (a) 2.90m wide or 18.29m long or 4.30m high (measured from the ground level); or
- (b) 3.36m wide or 21.34m long or 4.58m high (measured from the ground level).

24.9 Mechanical trades allowances

- (a) Mechanical Tradespersons instructed to work alone from a designated remote location, shall receive an allowance equivalent to 5% of the wage rate for a Mechanical Tradesperson, Grade 1 for the period the Employee is required to work from that location.
- (b) Employees who are instructed to carry out the Defined Servicing Role (refer clause 3 - Definitions) shall receive an allowance equivalent to 2.5% of the wage rate for a Mechanical Tradesperson, Grade 3 for the period the Employee is required to carry out that role.

24.10 Sydney Harbour Bridge Allowance

Sydney Harbour Bridge Maintenance Employees who are directed to work on the steel (including apprentices) receive an additional amount per week, as set out in Part B. This compensates for any disabilities arising from the nature of the bridge structure and its environs and is paid for all purposes of this Award.

25. Higher Duties

- 25.1 Subject to the provisions contained in this subclause, Employees are entitled to the payment of higher duties when they are directed to perform the duties of a position graded higher than theirs.
- 25.2 The Higher Duties Allowance (HDA) is payable for a minimum period of one day.
- 25.3 To be eligible for HDA, an Employee must satisfactorily perform the major functions of the position. The Employee is not eligible for the HDA payment if they are learning the critical aspects of the higher graded position.
- 25.4 The Employee's manager or supervisor must approve the period of higher duties prior to the Employee commencing in the higher graded position. Prior approval is also required before any period of acting in higher duties is to be extended.
- 25.5 HDA is not applicable to positions that are multi-graded (e.g. HDA is not applicable if you are a Roadworker Grade 2 working as a Roadworker Grade 3).
- 25.6 Higher Duties Allowance (HDA) is only payable when:
- (a) the Employee fills an existing position during casual absences of the incumbent, including absences due to leave;
 - (b) approval is given to create and place the Employee in a temporary position that is intended to exist for a limited-duration (for example, for specific projects);

- (c) the Employee is directed to perform certain functions for the purposes of maintaining accreditation; or
 - (d) the Employee is directed to perform the duties of the higher graded position while on call-out or overtime because the regular person is unavailable. In such cases, HDA is paid at an hourly rate only for the period of the overtime or call-out.
- 25.7 If the required period of relief in a higher graded position is for six months or more, expressions of interest must be sought from the local work area.
- 25.8 If the higher duties position is a salaried position, the HDA is paid in accordance with RMS Policy.

26. On-Call Allowance

- 26.1 This clause does not apply to Broken Hill Workshop Employees.
- 26.2 You may be directed by RMS to be on-call for duty outside ordinary hours in order to attend emergencies or breakdowns. If you are on-call, you are not required to remain at home but you must be contactable and you must respond within a reasonable time.
- 26.3 If you are on call and are recalled to work you are paid a minimum of 4 hours at overtime rates. In such cases, if the time actually worked is less than 4 hours, that time worked does not affect your 10 hour break requirements, as stated in subclause 20.7 (a) and (f).
- 26.4 If you are on call, you are paid a daily allowance equivalent to two hours pay at single rates for your ordinary classification for each night worked, Monday to Thursday inclusive (apart from public holidays).
- 26.5 If you are on call you are paid a daily allowance equivalent to eight hours pay at single-time for your ordinary classification for the following:
- (i) Friday evening/Saturday;
 - (ii) Sundays/Monday mornings;
 - (iii) your ADOs, and
 - (iv) Public Holidays.
- 26.6 Where on call provisions apply, if you are available you are allocated work according to a roster or some other arrangement agreed by the majority of staff.
- 26.7 An Employee who is directed to remain on standby at home, work or elsewhere in readiness to work overtime for the purposes of snow clearing (Cooma), shall receive payment at the hourly rate for the period of time that the Employee is directed to remain on standby, and is not entitled to the payment of any on-call allowance in respect of that period.

27. Fares & Travel

- 27.1 General
- (a) This clause does not apply to:
 - (i) Employees attached to the Sydney Harbour Bridge maintenance office (refer to subclause 51.9);
 - (ii) Traffic Signals Technicians Assistants;

- (iii) Employees who are provided with a work vehicle to travel between the Employee's place of residence⁰ and the worksite or depot; and
- (iv) Broken Hill Workshop Employees.
- (b) Where an Employee chooses to move their place of residence and this involves an increased cost to RMS, RMS reserves the right to base the Employee's fares/travel allowance on the distance travelled from the previous original residence. Should an Employee disagree with a decision made by RMS, the Employee may choose to have the matter progressed as a grievance under clause 47 Grievance and Dispute Resolution.

27.2 Fares

- (a) Subclause 27.2 applies to Employees who can establish a fare by a recognised public transport route from their residence to their workplace or established pick-up point.
- (b) Employees who travel to and from work by public transport are reimbursed all fares actually and necessarily incurred, in excess of the amount per week or the amount per day, as prescribed in Part B, Table 2 "Other Rates and Allowances" of this Award.
- (c) Where an Employee is provided with (or is offered by RMS) accommodation or equivalent, and instead of utilising the accommodation provided the Employee elects to travel from another location, the excess fares described in the above subclause are not paid.
- (d) Where an Employee spends more than 10 minutes travelling each way between the nearest stopping place of any public transport service and the Employee's work, the Employee shall receive payment for that time at the ordinary rate. Walking time is calculated at a rate of 1 km every 12 minutes.
- (e) Employees who elect to travel by their own transport (or where public transport is unavailable/impracticable) shall receive the fare equivalent of public transport only.
- (f) Employees must provide sufficient information in the form designated by RMS to verify the entitlement to the payment of fares:
 - (i) upon the commencement of employment;
 - (ii) when fare or address details change; and
 - (iii) when directed to do so by RMS from time to time.
- (g) Additionally, Employees must indicate in each pay period on the timesheet whether fares are claimed for all or part of that period ("Fare Claim").
- (h) Employees who fail to make a valid Fare Claim within 14 days of the date the expense was incurred (or deemed to have been incurred), or who fail to verify their entitlement to fares within 14 days from being required to do so pursuant to this clause, shall not be entitled to any payment under this clause in respect of those periods.

27.3 Travelling Allowance

- (a) The allowance provisions provided by this subclause do not apply where payment is made in accordance with subclause 27.2, Fares.
- (b) If accommodation is not provided, public transport is not available and RMS does not provide transport, the Employee is paid an amount per day, as set out in Table 2, "Other Rates and Allowances", in Part B, of this Award, for the appropriate distance the Employee must travel, as follows:

- (i) 3, but not more than 10km
 - (ii) More than 10km but not more than 20km
 - (iii) More than 20km but not more than 30km
 - (iv) More than 30km but not more than 40km
 - (v) More than 40km but not more than 50km
 - (vi) More than 50km but not more than 60km
 - (vii) More than 60km but not more than 70km
 - (viii) More than 70km but not more than 80km
 - (ix) More than 80km but not more than 90km
 - (x) More than 90km but not more than 100km
- (c) If an Employee is directed to report to the worksite, amenities are provided in accordance with the relevant SafeWork NSW Managing the Work Environment and Facilities Code of Practice.
- (d) If an Employee's work or established reporting place is more than 100km from the Employee's residence, RMS provides accommodation, as per subclause 29.7 or suitable transport.
- (e) If RMS provides accommodation and the Employee chooses to travel to and from the Employee's residence each day, RMS does not pay a travelling allowance in excess of the 100km rate.

28. Payment for Time Spent Travelling (excluding Distant Work)

- 28.1 All employees will have a designated depot specified in writing at the commencement of employment. The designated depot for those employees already in employment at the time of the commencement of this Variation (made in 2023) shall be that to which they are currently assigned. All employees are required to advise of their home residence address, and any subsequent change of address.
- 28.2 Travel time to and from the employee's home and their designated depot is unpaid.
- 28.3 All travel to and from the employee's designated depot, or any other depot they may start or finish work at from time to time, to a worksite is paid as time worked including at overtime rates where applicable to all employees regardless of whether they are the driver or passenger.
- 28.4 Where employees are required by RMS/Transport to start and/or finish work at worksite or alternate depot and they travel to and from their home to that location, travel time direct from a person's home in excess of 15 minutes is paid as time worked including at overtime rates where applicable. Travel time will be recorded as time worked.
- 28.5 This entire clause applies to all employees regardless of whether they travel in a RMS/Transport provided vehicle, use their own vehicle, or travel by other means including public transport.
- 28.6 Penalty rates provided by this Award for the time and days on which travel is required will apply provided that only the single highest penalty or overtime rate will apply at any time.
- 28.7 This clause 28 will be effective from the start of the second full pay period after approval of the variation by the IRC in 2023.

29. Distant Work

- 29.1 This clause does not apply to Traffic Signals Technicians' Assistants, whose arrangements are commensurate with salaried staff when engaged on Distant Work.
- 29.2 "Distant Work" is where an employee is required to travel away from home or their designated depot and stay away overnight.
- 29.3 RMS/Transport will provide at least two days' notice before it is necessary for an Employee to travel and report for duty on Distant Work, except in case of emergency or unforeseen circumstances.
- 29.4 During Distant Work, an Employees travel:
- (a) from their home residence and/or their designated depot to the remote accommodation or worksite, and return will be paid for the first three hours at ordinary rates, with all time spent travelling after three hours paid as time worked including overtime rates (unless the travel occurs during ordinary hours in which case it remains at ordinary rates).
 - (b) from their accommodation to the worksite and return will be considered ordinary time hours of work and recorded as time worked. Where ordinary time is exceeded, travel will be paid as time worked including overtime rates where applicable.
 - (c) This subclause 29.4 will be effective from the start of the second full pay period after approval of the variation by the IRC in 2023.
- 29.5 Where possible RMS/Transport provides transport to and from Distant Work at the beginning and end of each work week/period. Where RMS does not provide such transport, Employees shall be:
- (a) reimbursed for the specified journey at a set rate per kilometre, as prescribed in 29.6 and Part B if the Employee uses their own private vehicle; or
 - (b) reimbursed for the cost of fares and return fares if the Employee does not use their own private vehicle.
 - (c) paid for all time spent travelling consistent with clause 29.4.
- 29.6 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.
- (a) The casual rate is payable if an employee elects, with the approval of the employer, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
 - (b) The official business rate is payable if an employee is directed, and agrees, to use their vehicle for official business and there is no other transport available. It is also payable where the employee is unable to use other transport due to a disability. The official business rate includes a component to compensate an employee for owning and maintaining the vehicle. This rate will be payable on and from the date of IRC variation in 2023.
 - (c) No allowance is payable for travel by private motor vehicle between the employee's residence and the base work location and for any distance travelled in a private capacity.
 - (d) This subclause 29.6 will be effective from the start of the second full pay period after approval of the variation by the IRC in 2023.
- 29.7 Employees required to report for duty on Distant Work, are provided with either:
- (a) accommodation and meals as follows:

- (i) at an established RMS/Transport camp;
 - (ii) at a well kept establishment of at least 3 star motel accommodation (as defined in the NRMA Accommodation Directory) in either a single room or a twin room if a single room is not available;
 - (iii) if suitable motel accommodation is not available, in a single room hotel or private accommodation;
 - (iv) if suitable motel, hotel or private accommodation is not available, at a caravan park; or
 - (v) If a suitable caravan park is not available, in a caravan with a toilet, shower and air conditioning or another agreed facility; or
- (b) a daily 'Board and Lodging Allowance' as prescribed in Part B, to provide for meals and overnight accommodation. This allowance is only paid for days when an overnight stay is involved.
- 29.8 If RMS/Transport provides accommodation, an Employee may elect to receive the relevant amounts, as prescribed in Table 2 for breakfast, lunch, dinner and any incidental expenses incurred, in lieu of RMS/Transport providing, or paying directly for, meals.
- 29.9 If accommodation and meal(s) are provided, the Employee is entitled to an incidental payment of a set amount for each night spent away from their residence or normal reporting place, as prescribed in Table 2.
- 29.10 If RMS/Transport and the majority of staff engaged on Distant Work agree, the ADO may be taken at a time mutually agreed, or accrued up to a maximum of five days.

30. Clothing

- 30.1 The work apparel issued to Employees in accordance with this clause is in addition to any other required personal protective clothing and equipment (PPE) issued by RMS.
- 30.2 RMS issues, free of cost, the following work apparel:

Item	Number
Trousers*	Five in total, in any combination
Shorts*	
Long pants*	
High-visibility, long-sleeve shirt*	Five in total, in any combination
Cotton drill long sleeve shirt*	
Windcheater (sloppy joe)	Two
Jacket (light, heavy or spray)	Two
Long socks	Five
Belt	One
Hat (stockman style)	One
Gear bag	One
*One pair of overalls may be substituted for any pants/shirt combination	

- 30.3 Work apparel is replaced on a "fair wear and tear, new for old" exchange basis.
- 30.4 It is a condition of an Employee's employment that they wear work apparel issued to them by RMS while on duty.
- 30.5 If an Employee elects to wear cotton drill shirts, the Employee must wear an approved, high-visibility garment over the Employee's shirt when they are working near traffic.

- 30.6 Employees are responsible for the cost of cleaning and maintaining RMS-issued work apparel.
- 30.7 Casual Employees are initially issued with two sets of trouser and shirt combinations plus other essential items (e.g. belts, socks). All other items are issued on a needs basis (e.g. winter jackets).
- 30.8 RMS must provide Employees with personal protective clothing and equipment (PPE), as stated in Safe Working Method Statements (SWMS), to ensure the Employee's health and safety in the workplace.

31. Tools & Amenities

31.1 Tools

- (a) RMS provides Employees with all necessary special tools required to perform your work.
- (b) RMS insures each Employee's tools against loss or damage by fire whilst the tools are on RMS premises or worksites. RMS may require Employees to provide a list of all their tools.
- (c) RMS will reimburse an Employee for loss of their tools up to the value prescribed in Part B if RMS requests that the tools be stored on the job and the tools are subsequently stolen by break and enter outside ordinary working hours.
- (d) If a Broken Hill Workshop Employee is required to supply tools, the RMS will pay a tool allowance of \$1.30 per day.

31.2 Amenities

- (a) Amenities shall be provided in accordance with the SafeWork NSW Managing the Work Environment and Facilities Code of Practice. However, where amenities cannot be provided in accordance with relevant guidelines, and an Employee is required to report directly to the worksite, the time spent travelling to and from the worksite is deemed work time or travel time at overtime rates.
- (b) An Employee who is a tradesperson, shall be provided with a suitable, secure, weatherproof lock-up at the workplace for the Employee's tools. If a lock-up is not provided and the Employee's tools are stolen by reason of RMS's negligence, RMS compensates the Employee for the loss in accordance with subclause 31.1.
- (c) RMS provides cool drinking water and, where a morning tea break applies, tea and coffee making facilities.

SECTION 5 - LEAVE AND PUBLIC HOLIDAYS

32. General Provisions

- 32.1 All leave is subject to RMS approval and must be applied for in advance, except in emergency situations where prior notice cannot be given.
- 32.2 Employees who are absent from work do not receive any payment unless the absence is covered by paid leave under this Award, RMS policy or relevant legislation.
- 32.3 Although some leave entitlements are stated in days, leave entitlements and the recording of leave taken are in hours.
- 32.4 If an Employee is appointed to RMS immediately from a position in the NSW Public Sector, the Employee may transfer their accrued leave entitlements (recreation, sick, family and community services and long service leave) to the Employee's RMS position.

33. Annual Leave

- 33.1 For Employees other than Broken Hill Workshop Employees, annual leave accrues at one-and-two-thirds days for each completed month of service, up to a maximum of 160 hours per year. Employees entitled to an extra week's annual leave, accrue the additional annual leave at the appropriate rate.
- 33.2 Broken Hill Workshop Employees accrue annual leave at two and-one twelfth days for each completed month of service, up to a maximum of 200 hours per year.
- 33.3 Annual leave does not accrue in respect of unauthorised absences or leave without pay exceeding five working days in a leave year, unless the leave is taken during annual close down.
- 33.4 Employees can apply to take annual leave. Annual leave is granted at the discretion of RMS subject to operational requirements.
- 33.5 Annual leave must be taken at a time convenient to RMS and the Employee. However, it is preferred that periods of annual leave plus Public Holidays and ADOs be taken in whole weeks, (i.e. Monday to Friday).
- 33.6 In exceptional circumstances, RMS may allow you to accumulate leave up to 40 working days, provided you agree to take your leave as soon as possible.
- 33.7 The current practice of taking annual leave accrued to 31 December during the December - January school holiday period will continue. This practice may be varied by agreement between RMS management and the majority of affected Employees for reasons including geographic, climatic or urgent works. In cases of such variation:
- (a) Employees may take a minimum of two weeks annual leave for the Christmas period in addition to the Public Holidays;
 - (b) the minimum period may be reduced with agreement between management and the majority of staff (the whole office, specific gangs or depots within an office), and the balance of annual leave is then taken at a time that generally coincides with school holidays.
- 33.8 If an Employee does not have sufficient leave to cover a close-down period, RMS will seek to provide the Employee with work. However, if work is not available RMS may require the Employee to take leave without pay.
- 33.9 An Employee who is required to take leave without pay during the annual close down period shall receive payment for all Public Holidays occurring during this period. The close down period counts as service for the purposes of annual leave accrual.
- 33.10 Seven day shift workers whose ordinary working period includes Public Holidays and Sundays shall receive:
- (a) up to 5 weeks of annual leave (i.e. an additional week of annual leave if you work this arrangement for 12 months),
 - (b) additional annual leave of up to one week calculated on a pro rata basis if you work this arrangement intermittently.
- 33.11 Employees entitled to accrue up to five days/one week additional annual leave per annum in accordance with subclauses 33.10 (or equivalent under subclause 33.2) can cash out the monetary value of the additional leave once in any twelve month period

34. Long Service Leave (Extended Leave)

- 34.1 In this clause,

- (a) "Service" includes:
- (i) prior service with a NSW Government body that is recognised in accordance with Schedule 3A of the *Public Sector Employment and Management Act 2002* (as varied from time to time);
 - (ii) all previous full-time (including limited duration) and part-time service with Roads and Maritime Services, the former Roads and Traffic Authority of New South Wales, Department of Main Roads, Department of Motor Transport or the Traffic Authority;
- (b) "Service" does not include:
- (i) any period of prior service where the accrual of long service leave or extended leave entitlements for that service has been taken or paid out;
 - (ii) any period of leave without pay, unless the Employee has 10 years Service and the leave without pay falls within one or more of the following categories:
 - 1. military service (for example, Army, Navy or Air Force);
 - 2. major interruptions to public transport;
 - 3. periods of leave accepted as workers compensation;
 - 4. the period of leave without pay is approved and is for a duration of six months or less.
- 34.2 The entitlement to long service leave (also referred to as extended leave) is set by the *Transport Administration Act 1988* (NSW). Where any inconsistency arises between this clause and the relevant provisions of the legislation, the legislation shall prevail to the extent of any inconsistency.
- 34.3 After completing 10 years' Service, an Employee shall be entitled to long service leave of 44 days. An Employee shall accrue an additional 11 days of long service leave for each additional calendar year of Service completed in excess of 10 years.
- 34.4 Employees who have completed 7 years of Service shall be entitled to access their long service leave accrual on a pro-rata basis of 4.4 working days per completed year of Service.
- 34.5 For Employees who are shift workers, the number of working days debited during a period of long service leave may include a Saturday or Sunday that forms part of the ordinary roster.
- 34.6 Subject to approval, Employees may take long service leave at a time convenient to RMS, for a minimum period of one hour, at full pay, half pay or double pay (excluding public holidays falling within the period of long service leave, which are paid at single time and not debited from the Employee's long service leave accrual).
- 34.7 If leave is taken at double pay:
- (a) the long service leave balance is debited for the actual number of working days/hours of leave at full pay, plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;
 - (b) the additional payment is made as a taxed, non-superable allowance;
 - (c) leave entitlements accrue based on the actual number of working days the Employee is absent from work while on long service leave.

- 34.8 If leave is taken at half pay:
- (a) the long service leave balance is debited at the rate of half the days/hours taken as long service leave;
 - (b) annual leave entitlements accrue at half the ordinary rate for the days/hours the Employee is absent from work;
 - (c) other entitlements accrue at the same rate for the actual days/hours the Employee is absent from work.
- 34.9 If the Employee's ordinary hours of work are constant, payment is made at the Employee's current rate of pay. For part-time and casual Employees whose ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over the past 12 months or the past 5 years, whichever is greater.
- 34.10 Payment for long service leave includes all allowances in the nature of wages but does not include any amounts normally paid for shift work, overtime, penalty rates or disabilities.
- 34.11 Payment is increased to reflect any increment action that the Employee becomes eligible for whilst absent on long service leave.
- 34.12 An Employee who takes a period of long service leave may elect to receive payment for the leave in advance in a lump sum.
- 34.13 An Employee who is sick for five or more consecutive days whilst taking a period of long service leave and who provides a medical certificate to certify that the Employee was unfit for work that period, may claim sick leave for that period.
- 34.14 If sick leave is approved in accordance with this clause, the Employee's long service leave balance is re-credited as follows:
- (a) if the Employee is taking leave on a full or half pay basis, the equivalent period of sick leave; or
 - (b) if the Employee is taking leave on a double pay basis, the equivalent period of sick leave and the extra amount of long service leave entitlement accessed to make up the double pay allowance. In this case RMS shall recover, by way of payroll deduction, any additional payment that has been made to the Employee pursuant to the double pay arrangement.
- 34.15 Subclauses 34.13 to 34.14 apply if the Employee takes long service leave immediately prior to retirement but not immediately prior to resigning or being terminated.
- 34.16 Employees with at least five years' but less than seven years' Service as an adult, shall be paid pro-rata long service leave upon termination of employment for either of the following reasons:
- (a) by RMS for any reason other than serious and wilful misconduct, or
 - (b) at the request of the Employee in writing on account of illness, incapacity, domestic or other pressing necessity.
- 34.17 Employees who are entitled to receive payment for untaken long service leave on termination of employment, including retirement, shall be paid the monetary value of the leave as a gratuity in lieu of taking the leave.
- 34.18 Full-time Employees who are eligible to receive payment for untaken long service leave on termination shall receive such payment at the Employee's substantive rate of pay on the last day of Service.

35. Sick Leave

- 35.1 For each year of service with RMS, Employees are entitled to a maximum of 96 hours of sick leave. The yearly entitlement to sick leave is credited to Employees on 1 January each year.
- 35.2 Employees who commence employment during the course of a calendar year are credited with a pro-rata entitlement on commencement. However, RMS may defer the payment of any sick leave taken during the first three months of service until after the completion of three months' service.
- 35.3 An Employee's entitlement to sick leave accumulates from year to year.
- 35.4 An Employee may take sick leave if:
- (a) the Employee is not fit for work because the Employee is suffering from an illness or injury;
 - (b) the illness or injury is not attributable to misconduct; and
 - (c) the Employee provides evidence that indicates the nature of the illness or injury. However, an Employee who is concerned about disclosing the nature of the illness or injury to their supervisor or manager may elect to have the application for sick leave dealt with confidentially by an alternate manager or the Human Resources section.
- 35.5 An Employee who is unable to attend work due to an illness or injury must contact their supervisor as soon as reasonably practicable, and preferably before the normal starting time. The Employee must advise the supervisor of:
- (a) the inability to attend work;
 - (b) the nature of the illness or injury (subject to subclause 35.4(c)); and
 - (c) the estimated period of absence from work.
- 35.6 An Employee who claims sick leave must provide a medical certificate:
- (a) for absences in excess of two consecutive working days;
 - (b) after the Employee has taken more than 5 uncertified working days in a calendar year, for all absences within the remainder of that calendar year; and
 - (c) where required by RMS or in accordance with RMS policy.
- 35.7 As a general practice, backdated medical certificates will not be accepted. However, if an Employee provides evidence of illness or injury that only covers the latter part of the absence, RMS may grant sick leave for the whole period at its discretion if RMS is satisfied that the reason for the absence is genuine.
- 35.8 If RMS is concerned about the diagnosis described in the evidence of illness produced by the Employee, the evidence provided and the Employee's application for leave can be referred to a medical practitioner for advice after discussion with the Employee. In such cases, the type of leave granted will be determined by RMS based on the medical advice received, and if sick leave is not granted, RMS will as far as practicable, take into account the wishes of the Employee when determining the type of leave granted.
- 35.9 In accordance with RMS policy, RMS may direct an Employee:
- (a) to participate in a return to work program if the Employee has been absent on a long period of sick leave; and/or
 - (b) to attend a medical assessment.

- 35.10 If an Employee has exceeded five (5) uncertified sick days in a twelve (12) month period or where an Employee exhibits a pattern of taking sick days immediately preceding or following weekends, RDO/ADO, public holidays or any other planned absences from the workplace, RMS may restrict your access to overtime.
- 35.11 Where an Employee is required to provide a medical certificate in support of an absence, the Employee may satisfy that requirement by providing evidence from any of the following for absences up to and including 5 working days:
- (a) a doctor;
 - (b) a dentist;
 - (c) an optometrist;
 - (d) a chiropractor;
 - (e) an osteopath;
 - (f) a physiotherapist;
 - (g) an oral and maxillo facial surgeon; or
 - (h) at RMS's discretion, another registered health services provider that satisfies RMS that the Employee had a genuine illness.
- 35.12 Where the absence exceeds five working days, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner.
- 35.13 An Employee who has used all of their accrued sick leave and is unable to return to work due to an illness or injury may take, subject to providing a medical certificate to cover the absence:
- (a) accrued annual leave;
 - (b) accrued long service leave; or
 - (c) sick leave without pay.
- 35.14 Leave and Workers Compensation Claims
- (a) Employees who are waiting on the outcome of a claim for worker's compensation may be granted accrued sick leave. If the compensation claim is approved, the sick leave taken is restored to the Employee's accrual.
 - (b) If an Employee is absent from work for more than 26 weeks and has:
 - (i) sufficient sick leave available: the Employee may use available sick leave to top up the difference between the statutory rate and the Employees ordinary weekly wage, less any shift loadings or other penalties.
 - (ii) insufficient sick leave available: the Employee will receive the statutory weekly compensation payments only.
- 35.15 An Employee who is sick and would otherwise be unable to attend work due to illness or injury whilst taking a period of annual leave, may claim sick leave for that period subject to providing a medical certificate to certify that the Employee was unfit for work. If sick leave is approved in accordance with this clause, the Employee's annual leave balance is re-credited accordingly.

35.16 An Employee is not entitled to receive sick leave for any annual leave taken prior to resigning or the termination of their employment for any reason.

35.17 Previous periods of employment are not taken into account for sick leave purposes.

36. Special Sick Leave

36.1 Employees who have a good employment and sick leave record, have exhausted their paid sick leave entitlement and have been suffering from a genuine prolonged illness, shall be entitled, subject to Chief Executive approval in accordance with RMS policy, to additional paid sick leave.

37. Maternity Leave

37.1 An Employee who is a female Employee (including a part-time and casual Employee who has worked for RMS on a regular and systematic basis for at least 12 months), is entitled to unpaid maternity leave to enable the Employee to retain their position and return to work within a reasonable time after the birth of the Employee's child.

37.2 Unpaid maternity leave may be granted on the following basis:

- (a) up to nine weeks before the expected date of birth;
- (b) up to 12 months after the actual date of birth.

37.3 Paid maternity leave may be granted to an Employee who is engaged on a permanent or limited duration basis if the Employee has completed at least 40 weeks continuous service in the NSW public sector prior to the expected date of birth of the child.

37.4 Paid maternity leave is paid at the ordinary rate of pay for:

- (a) fourteen weeks at full pay, or
- (b) 28 weeks at half pay, or
- (c) a combination of the two options above.

37.5 An Employee may request that the paid maternity leave component be paid as a lump sum in advance at the commencement of the period of maternity leave. The lump sum payment is made up to the maximum period indicated in clause 37.4, or for the period of leave actually taken, whichever is the lesser.

37.6 If an Employee requests to be paid for maternity leave as a lump sum and then requests to return to work before the period of leave is completed, the Employee must repay the remainder of the lump sum amount.

37.7 An Employee is not entitled to receive payment under this clause if the Employee has received payment under clause 39 (Parental Leave).

37.8 If the child is born before the expected date of birth, the Employee's period of maternity leave commences from the date of birth of the child.

37.9 An Employee who commences a subsequent period of maternity leave or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid as follows:

- (a) at the rate the Employee was paid before commencing the initial leave if the Employee has not returned to work; or
- (b) at a rate based on the hours worked before the initial leave was taken, where the Employee has returned to work and reduced the hours of work during the 24 month period; or

- (c) at a rate based on the hours the Employee worked prior to the subsequent period of leave where the Employee has not reduced the hours of work.

38. Adoption Leave

- 38.1 An Employee is entitled to adoption leave if the Employee assumes the primary role in providing care and attention to an adopted child.
- 38.2 Adoption leave starts from the date of taking custody of the child.
- 38.3 All Employees (including casual Employees who have worked for RMS on a regular and systematic basis for at least 12 months) are entitled to unpaid adoption leave and this may be taken as:
 - (a) short adoption leave, being three weeks leave without pay; or
 - (b) extended adoption leave up to 12 months on leave without pay including any short or paid adoption leave.
- 38.4 Paid adoption leave may be granted to an Employee who is engaged on a permanent or limited duration basis if the Employee has completed at least 40 weeks continuous service in the NSW public sector prior to taking custody of the child.
- 38.5 Paid adoption leave is paid at the ordinary rate of pay for:
 - (a) fourteen weeks or;
 - (b) 28 weeks at half pay, or;
 - (c) a combination of the above two.
- 38.6 An Employee may request that the paid adoption leave component be paid as a lump sum in advance at the commencement of the period of adoption leave. The lump sum payment is made up to the maximum period indicated in 38.5, or for the period of leave actually taken, whichever is the lesser.
- 38.7 If an Employee requests to be paid for adoption leave as a lump sum and then requests to return to work before the period of leave is completed, the Employee must repay the remainder of the lump sum amount.
- 38.8 An Employee is not entitled to receive payment under this clause if the Employee has received payment under clause 39 (Parental Leave).
- 38.9 Where an Employee's partner is employed in the public sector, adoption leave is only granted to one of the partners for each adoption.
- 38.10 An Employee who commences a subsequent period of maternity leave or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid as follows:
 - (a) at the rate the Employee was paid before commencing the initial leave if the Employee has not returned to work; or
 - (b) at a rate based on the hours worked before the initial leave was taken, where the Employee has returned to work and reduced the hours of work during the 24 month period; or
 - (c) at a rate based on the hours the Employee worked prior to the subsequent period of leave where the Employee has not reduced the hours of work.

39. Parental Leave

- 39.1 An Employee (including a casual Employee who has worked for RMS on a regular and systematic basis for at least 12 months) who is not entitled to maternity or adoption leave may be entitled to unpaid parental leave to enable the Employee, as a parent, to share in the responsibility of caring for a child or children of the Employee.
- 39.2 An Employee who is employed on a Full-time or Part-time basis and who has completed at least 40 weeks continuous service within the NSW public sector, is entitled to paid parental leave of one week at full ordinary pay or, if the Employee and RMS agree, two weeks at half ordinary pay. The remainder of any requested leave is treated as unpaid leave for the first 5 days or two weeks of leave taken.
- 39.3 An Employee may take approved parental leave as:
- (a) short parental leave for an unbroken period of up to five working days at the time of the birth or other termination of the spouse or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
 - (b) extended parental leave for a period not exceeding 12 months, less any paid or short parental leave already taken, as outlined above (NB. extended parental leave is unpaid).
- 39.4 An Employee may commence a period of extended parental leave at any time within two years from the date of the birth of the child or the date of placement of the adopted child and leave may be taken:
- (a) full-time for a period not exceeding 12 months or;
 - (b) part-time over a period not exceeding two years or;
 - (c) partly full-time and partly part-time over a proportionate period of up to two years.

40. Other Matters Relating to Maternity, Adoption and Parental Leave

- 40.1 Communication during Maternity, Adoption and Parental Leave
- (a) Where an Employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, RMS shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing maternity, adoption or parental leave; and
 - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing maternity, adoption or parental leave.
 - (b) An Employee on maternity, adoption or parental leave must take reasonable steps to inform RMS about any significant matter that will affect the Employee's decision regarding the duration of maternity, adoption or parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
 - (c) The Employee must also notify RMS of changes of address or other contact details which might affect RMS' capacity to comply with this clause.
- 40.2 Rights of request during Maternity, Adoption or Parental Leave
- (a) An Employee who is entitled to maternity, adoption or parental leave may request that RMS:
 - (i) extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;

- (ii) allow the Employee to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age;

to assist the Employee in reconciling work and parental responsibilities.

- (b) RMS shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or RMS' business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The request and RMS' decision made under this clause must be recorded in writing.

40.3 Re-engagement of casual Employees

- (a) Where the Employee wishes to make a request to return to work on a part-time basis in accordance with this clause, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from maternity, adoption or parental leave.
- (b) RMS shall not fail to re-engage an Employee who is a regular casual Employee (see section 53(2) of the *Industrial Relations Act 1996*) because the Employee is or has been immediately absent on maternity, adoption or parental leave, or because the Employee's spouse is pregnant. The rights of RMS in relation to an Employee's engagement and re-engagement are not affected, other than in accordance with this subclause.

40A. Domestic and Family Violence

40A.1 General Principle

The Employer recognises that Employees may experience domestic and family violence, and that this may have a significant impact on an Employee's health, safety and wellbeing, both at home and in the workplace. The Employer is committed to taking steps to prevent domestic and family violence and supporting Employees who experience domestic and family violence in a manner that takes into account the impacts of the trauma experienced by the Employee and those supporting them.

40A.2 Definition of Domestic and Family Violence

- (a) For the purposes of this Award, domestic and family violence includes any behaviour, in an intimate, family or domestic relationship, which is violent, threatening, coercive or controlling, and which causes a person to live in fear. It is usually manifested as part of a pattern of controlling or coercive behaviour.
- (b) Domestic and family violence behaviours can include, but are not limited to:
 - (i) physical and sexual violence
 - (ii) verbal abuse and threats
 - (iii) emotional and psychological abuse
 - (iv) financial abuse
 - (v) social isolation
 - (vi) stalking
 - (vii) intimidation

- (viii) technology facilitated abuse
- (ix) threats or actual harm to others, pets and/or property.
- (c) An intimate relationship includes people who are or have been in an intimate partnership whether that relationship involves or has involved a sexual relationship or not.
- (d) A family relationship includes people who are related to one another through blood, marriage, de facto partnerships, adoption and fostering relationships, and sibling or extended family and kinship relationships.

40A.3 Principles of prevention and response

- (a) The Employer recognises that every Employee's experience of domestic and family violence is unique. In providing support for, and minimising the risk to safety of, Employees experiencing domestic and family violence the Employer will:
 - (i) subject to subclause 0 respect the agency of the Employee as the decision maker in relation to the nature of the support they require (as outlined in clause 0 or otherwise) and any associated communication about these supports;
 - (ii) prioritise the safety of the Employee experiencing domestic and family violence, and other Employees, in the workplace;
 - (iii) acknowledge that any actions taken by the Employer may impact Employees and their dependents safety at work and at home;
 - (iv) recognise the Employee's right to confidentiality, as outlined in clause 0, except in instances where the safety of Employees (including other employees not directly experiencing domestic or family violence) must be prioritised;
 - (v) train identified Employees as contact officers to provide information and support to Employees experiencing domestic and family violence;
 - (vi) provide Employees with training on domestic and family violence, with a specific focus on preventative steps and response in the workplace;
 - (vii) ensure that Employees who are required to support Employees experiencing domestic and family violence are equipped to provide evidence based support, which acknowledges the impact of trauma, through the provision of training and other resources;
 - (viii) clearly communicate to an Employee experiencing domestic and family violence any mandatory reporting obligations the Employer may have to comply with;
 - (ix) acknowledge and take into account the Employee's experience of domestic and family violence if an Employee's attendance or performance at work is affected by domestic or family violence.
- (b) The Employer recognises that there will be Employees who use domestic and family violence. In line with the Employer's position against domestic and family violence the Employer may:
 - (i) support Employees to access evidence-based behaviour change supports
 - (ii) approve any reasonable request for flexible work arrangements to facilitate the Employee seeking evidence-based behaviour change supports.
- (c) The Employer may take disciplinary action against an Employee who has used domestic and family violence, up to and including termination of employment.

40A.4 Leave

- (a) Full time, Part–Time, Temporary and Casual Employees experiencing domestic or family violence will have access to 20 days paid leave for domestic and family violence per calendar year to support the establishment of their safety and recovery.
- (b) Paid domestic and family violence leave will be paid at the Employee’s full rate of pay: worked out in relation to the period as if:
 - (i) for Employees other than a Casual Employee, the Employee had not taken the period of leave, or;
 - (ii) for a Casual Employee, the Employee had worked the hours in the period that the employee was rostered.
- (c) Domestic and family violence leave will assist Employees to:
 - (i) attend medical, counselling, case management, legal, police and other support services relating to their experience of domestic and family violence,
 - (ii) organise alternative care or education arrangements for their children,
 - (iii) attend court and other legal proceedings relating to their experience of domestic and family violence, allow time for the employee to seek alternate or safe accommodation,
 - (iv) allow time for the employee to seek alternate or safe accommodation, and
 - (v) undertake other activities that will assist them to establish safety and recover from their experience of domestic and family violence.
- (d) Domestic and Family Violence leave will be in addition to existing leave entitlements and can be accessed without the need to exhaust other existing leave entitlements first. This leave will be non-cumulative and may be taken as part-days, single days or consecutive days.
- (e) Given the emergency context in which this leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
- (f) When assessing applications for Domestic and Family Violence leave, the Employer needs to be satisfied on reasonable grounds that domestic and family violence occurred. The Employer may require evidence and should utilise discretion as to whether evidence, or what type of evidence is necessary to be provided and should only require evidence to support the application for domestic and family violence leave in exceptional circumstances.
- (g) An employee providing care and support may access their existing:
 - (i) Family and Community Service leave when providing care and support to a Family Member experiencing domestic or family violence.
 - (ii) Carers leave when providing care and support to a Family Member or a member of the Employees’ household.

Care and support may include but is not limited to, accompanying them to legal proceedings, counselling or appointment with a medical or legal practitioner to assist them with relocation, caring for children or fulfilling other carer responsibilities to support the person experiencing domestic or family violence.

40A.5 Workplace Domestic and Family Violence Support

- (a) To provide support to an Employee experiencing domestic and family violence, the Employer will approve any reasonable request from an Employee experiencing domestic and family violence for but not limited to:
 - (i) changes to their span or pattern of hours and / or shift patterns;
 - (ii) job redesign or changes to duties;
 - (iii) relocation to suitable employment with the Employer;
 - (iv) a change to their telephone number and/or email address to avoid harassing contact;
 - (v) any other appropriate measure including those available under existing provisions for flexible work arrangements; and
 - (vi) increased security measures in their workplace including entry and egress.
- (b) Subject to the Employee being satisfied that safety has been established and the Employer also being satisfied, if an Employee has requested a reasonable change to their working arrangements in accordance with clause 29.5(a), an Employer will not then unreasonably refuse a request from an Employee to maintain change or remove these arrangements.
- (c) The Employer will assist an Employee experiencing domestic or family violence with access to support and referral services and/or other local resources.

40A.6 Protecting the confidentiality of Employees experiencing domestic or family violence

- (a) The Employer recognises the importance of protecting the confidentiality of Employees experiencing domestic or family violence and that a breach of confidentiality may pose a risk to the safety of the Employee and others.
- (b) To protect the confidentiality of an Employee experiencing domestic or family violence the Employer will:
 - (i) adopt a 'needs to know' approach to any communications regarding the Employee's experience;
 - (ii) not store or include any information about the following matters on the Employee's personnel file or payslip:
 - A. the Employees experience of domestic or family violence
 - B. leave accessed for the purpose of domestic and family violence leave in accordance with this clause.
 - C. support provided by the Employer (under clause 38.5 or otherwise).
- (c) Any information regarding an Employee's experience of domestic or family violence, including any domestic and family violence leave or supports provided (under clauses 38.4, 38.5 or otherwise), can only be accessed by Executive Director People and Culture Business Partnering.
- (d) The Employee recognises that the Employer's commitment to, and obligations regarding, confidentiality are subject to:
 - (i) any steps that the Employer must to take to ensure the safety of all Employees
 - (ii) any mandatory reporting requirements.

- (e) Where the Employer does need to disclose confidential information for the reasons outlined in subclause 0, the Employer will make every reasonable effort to inform the Employee of this disclosure before it is made, and support the employee to take practical steps to minimise an associated safety risks.

40A.7 When approving leave the Employer will need to be satisfied, on reasonable grounds, that Domestic and Family Violence has occurred and may require evidence presented in the form of:

- (f) an agreed document issued by either Police Force, a Court, a Domestic Violence Support Service or Lawyer; or
- (g) a provisional, interim or final Apprehended Violence Order (AVO), certificate of conviction or family law injunction; or
- (h) a medical certificate.

41. Family and Community Service Leave

41.1 In this clause, "Family Member" in relation to an Employee means the Employee's:

- (a) spouse;
- (b) de facto partner;
- (c) child or adult child (including an adopted child, step child, foster child or ex-nuptial child);
- (d) parent (including a foster parent or legal guardian);
- (e) grandparent or grandchild;
- (f) sibling (including the sibling of a spouse or de facto partner);
- (g) relative who is a member of the same household where, for the purposes of this definition:
 - (i) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (ii) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and
 - (iii) 'household' means a family group living in the same domestic dwelling.

41.2 RMS may grant family and community service leave for reasons related to unplanned and emergency family responsibilities or other emergencies including, but not limited to, the following reasons;

- (a) compassionate grounds, such as the death or illness of a close Family Member or a member of the Employee's household;
- (b) 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;
- (c) emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc., threatens your property and/or prevents the Employee from reporting for duty;
- (d) attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;

- (e) attendance at court by you to answer a charge for a criminal offence, only if the Chief Executive considers the granting of family and community service leave to be appropriate in a particular case.

41.3 Non emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of other appropriate leave.

41.4 Family and Community Service Leave may also be granted for the following reasons:

- (a) an Employee's absence during normal working hours to attend meetings, conferences or to perform other duties, for holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the Employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
- (b) an Employee's attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) or if the Employee is selected to represent Australia or the State.

41.5 The maximum amount of family and community service leave payable at ordinary rates that may be granted is the greater of:

Conditions	Entitlement
In the first 12 months of services	19 hrs (2.5 days)
In the second year of service	19 hrs (2.5 days)
For each completed year of service after two years completed service	7.6 hrs (1 day)

41.6 Family and community service leave is available to Part-time Employees on a pro-rata basis.

41.7 If an Employee's family and community service leave balance is exhausted, RMS may grant additional paid family and community service leave of up to 3 days on a discrete, 'per occasion' basis to cover the period necessary to arrange or attend the funeral of a Family Member or relative.

41.8 Subject to approval, an Employee's accrued sick leave may be accessed when the Employee's family and community service leave has been exhausted, to allow the Employee to provide short-term care or support for a Family Member who is ill.

41.9 Access to other forms of leave is available for reasons related to family responsibilities or community service, subject to approval. These include:

- (a) accrued annual leave (including single-day periods);
- (b) leave without pay;
- (c) time off in lieu of payment for overtime;
- (d) make up time.

41.10 Depending on your circumstances, you may take an individual form of leave or a combination of leave options. It is RMS's intention that each request for family and community service leave be considered equitably and fairly.

41.11 An Employee who was employed in the NSW Public Sector immediately prior to commencing employment with RMS may transfer the Employee's family and community service leave accruals from the previous Employer.

41.12 An Employee who is a Casual Employee is entitled to not be available to attend work, or to leave work:

- (a) upon the death in Australia of a Family Member; or

- (b) if the Employee is required to care for a Family Member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

41.13 Where a Casual Employee is unavailable to attend work for one of the reasons outlined above, the Employee and RMS shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, a Casual Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Such an Employee is not entitled to any payment for that period.

41.14 If required by RMS, a Casual Employee must produce evidence of the need to take the leave as follows:

- (a) in the case of death, a death certificate or a statutory declaration providing details of the circumstances of death;
- (b) in any other case, a medical certificate or a statutory declaration setting out the nature of the illness or emergency, as applicable.

41.15 RMS shall not fail to re-engage a Casual Employee who has accessed the entitlements provided for in this subclause. The right of RMS to engage or not engage the Employee is otherwise not affected.

42. Study and Examination Leave

42.1 An Employee may claim an entitlement to study leave if the Employee is studying a course which:

- (a) is appropriate to the Employee's present classification;
- (b) is relevant to RMS; or
- (c) provides the Employee with progression or reclassification opportunities.

42.2 Study leave is granted as follows:

Leave basis	Leave entitlement
Face-to-face students	The lesser of: (a) One half hour for every hour of lectures, up to a maximum of four hours per week, or
	(b) Twenty days per academic year
Correspondence students	The lesser of: (a) One half hour for every hour of lecture time in the face-to-face course, up to a maximum of four hours per week, or
	(b) Twenty days per academic year

42.3 To assist an Employee who is attempting final examinations in approved courses and to release the Employee from work immediately prior to an examination, the Employee is allowed a maximum of:

- (a) five days examination leave per calendar year for time spent travelling to and from and attending final examinations, or
- (b) half a day for pre-examination leave on the day of the examination, up to a maximum of five days per calendar year.

43. Military Leave

43.1 An Employee, other than a Broken Hill Workshop Employee, who is apart-time member of the Navy, Army (including 21st Construction Regiment) or Air Force Reserves, is eligible for military leave in accordance with RMS policy as follows:

- (a) Naval and Military Reserves up to 24 working days per year;

- (b) Air Force Reserves up to 28 working days per year.

43.2 A Broken Hill Workshop Employee who is a part-time member of the Navy, Army (including 21st Construction Regiment) or Air Force Reserves, is eligible for military leave as follows:

Reason for leave	Entitlement (calendar days)		
	Army	Navy	Air Force
Annual training	14	13	16
Instruction school, classes or courses	14	13	16
Additional obligatory training	4	4	4

44. Special Leave

44.1 RMS may grant special leave for certain activities that are not covered by other forms of leave, including:

- (a) jury service;
- (b) acting a witness when called or subpoenaed by the Crown;
- (c) emergency volunteer activities;
- (d) declared emergencies;
- (e) emergency services and bush fire fighting courses;
- (f) volunteers in policing - education programs;
- (g) trade union activities and training, including:
 - (i) trade union training (up to 12 days every two years);
 - (ii) attending as a witness for a trade union;
 - (iii) assisting counsel or acting as a union advocate;
 - (iv) acting as a member of a conciliation committee;
 - (v) loan of services to a trade union;
 - (vi) as a member of a union executive or council.
- (h) ex-armed services personnel (e.g. Medical Review Board, etc.);
- (i) NAIDOC Week, in accordance with RMS policy;
- (j) other miscellaneous activities associated with an Employee's required involvement:
 - (i) as a returning officer;
 - (ii) with local government - holding official office;
 - (iii) with retirement seminars;
 - (iv) as a bone marrow donor;
 - (v) with exchange awards - (e.g. Rotary or Lions);
 - (vi) at sporting events - (e.g. Olympic or Commonwealth Games);

- (vii) with graduation and other academic ceremonies;
- (viii) with professional or learned society meetings/conferences.

45. Public Holidays

45.1 In this Award, Public Holiday means:

- (a) any day or part-day declared or prescribed under a law of NSW to be observed generally within NSW as a public holiday;
- (b) the first Monday in December (recognised as Union Picnic Day); and
- (c) up to a maximum of one Local Public Holiday per calendar year.

45.2 For a holiday to be recognised as a Local Public Holiday under this Award, the following criteria must be satisfied:

- (a) the holiday must be gazetted by the NSW Government as a Public Holiday in a particular region within NSW;
- (b) the holiday must occur on a normal working day; and
- (c) the Employee must be at work in the particular area to which the gazetted holiday applies on the working day before and after the holiday. However, the Employee also satisfies this clause if the Employee would have been required to work on those days in the particular area, but was on approved leave.

45.3 A Local Public Holiday may be taken as three gazetted half-days.

45.4 Where a Local Public Holiday is gazetted for part of a day, Employees must attend work for that part of the Employee's ordinary working hours that are not regarded as a Public Holiday, unless on approved leave.

45.5 Public Holidays and picnic days are compensated based on the employee's ordinary hours of work on the day at the ordinary hourly rate. However, if a Public Holiday falls on a weekend, no additional payment is made unless the Employee is required to work on that day.

45.6 Employees, other than Broken Hill Workshop Employees, required to work on a Public Holiday or picnic day shall receive double time and a half for time worked on this day. Employees required to work on a picnic day shall be entitled to a minimum of four hours pay.

45.7 Broken Hill Workshop Employees required to work on a Public Holiday shall receive double time for time worked on this day, and receive equivalent time off in lieu. Broken Hill Workshop Employees required to work on a picnic day shall be entitled to a minimum of four hours pay.

45.8 Employees absent from work on approved leave without pay shall receive payment for any Public Holidays occurring during the first two weeks of the absence at the hourly rate. Public Holidays occurring beyond this two week period are unpaid.

45.9 Employees entitled to payment in respect of a Public Holiday under this clause shall receive payment for any Public Holidays occurring during a period of absence covered by workers compensation payments.

45.10 Apprentices and trainees who are required to attend classes or training on the Union Picnic Day shall receive a day off in lieu at a mutually agreeable time between the Employee and RMS. In such circumstances, they shall be paid the normal hourly rate.

SECTION 6 - COMMUNICATION AND CONSULTATION**46. Consultation**

- 46.1 Pursuant to the provisions contained in this subclause, there shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this Award and Employees.
- 46.2 The Employer is committed to consultation on workplace policies and such policies will continue to have effect until such time as the Employer amends, replaces or rescinds policy.
- 46.3 Employer to Notify
- (a) Where the Employer intends to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer undertakes to notify the employees who may be affected by the proposed changes and the relevant Branch or State Secretary of the Union(s).
 - (b) Without limiting the generality thereof, significant effects includes termination of employment, changes in the composition, operation or size of the workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or relocation or transfer of employees to other work or locations, the restructuring of jobs, changes to the working arrangements of Employees, changes to employment conditions (for example, due to legislative or regulatory change), the use of contractors to perform work normally performed by employees covered by this Award and the legal or operational structure of the business.
- 46.4 Employer to Consult
- (a) The Employer undertakes to discuss with the Employees affected and the Union(s) in good faith the introduction of any change referred to in subclause 46.3, the effects the changes are likely to have on Employees, measures to avert or mitigate any adverse effects of such changes on Employees and to give prompt consideration to matters raised by the Employees and/or the Union in relation to the changes.
 - (b) The discussion shall commence as early as practicable and before the Employer has made a final decision to adopt and implement any changes referred to in subclause 46.3. For the purposes of such discussion, the Employer undertakes to provide in writing to the Employees concerned and the Union, appropriate relevant information about such changes including the nature of the proposed changes, what they are intended to achieve and the expected effects of the changes on Employees.
 - (c) The Employees will be given an opportunity and sufficient time in which to provide input to the Employer and discuss the proposed change and any measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
 - (d) The Employer will genuinely consider and respond in writing to any feedback provided by employees and the Employer Representatives.
 - (e) Where, subject to the provisions of this clause, the Employer makes a final decision to implement change in the workplace and the Union disagrees with that decision, subject to there being no stoppage of work as a result of the decision of the Employer, the Union may refer the matter in dispute to the NSW Industrial Relations Commission for conciliation and/or arbitration in accordance with Clause 47 of this Award.
 - (f) Provisions regarding consultation in the context of contracting out are contained in Appendix A, clause 6 of this award.

46.5 RMS's Single Bargaining Unit (SBU)

- (a) A joint advisory group, to be called the Single Bargaining Unit, consisting of nominated representatives from the unions, Unions NSW and RMS management meets regularly and continues to oversee the development, negotiation and implementation of an agreed enterprise arrangement to ensure:
 - (i) a consistent approach;
 - (ii) an effective implementation process in order to achieve the agreed outcomes within the allotted time frames; and
 - (iii) the achievement of sustainable and measurable productivity improvements.

46.6 Regional Consultative Groups

- (a) Regional Consultative Groups exist in each region and include both RMS nominees and union nominated wages staff.
- (b) The groups' role is to continue to promote positive cooperation in overseeing the implementation of each of RMS's workplace reform agenda areas within the regions and to resolve any localised issues including industrial problems that arise during the implementation process.
- (c) The groups provide regular minutes/reports to, and as requested by, the SBU and refer any problems which cannot be resolved at the regional level to the SBU for determination.

46.7 Project teams

- (a) Project teams are established, if required, to oversee the technical development and implementation of RMS's workplace reform agenda items.
- (b) Project teams are under the managerial control of an RMS Project Manager and include both RMS and union nominated wages staff representatives.
- (c) The project teams provide regular reports to, and as requested by, the SBU and refer any problems which cannot be resolved at the project level to the SBU for determination.

46.8 Wages staff task groups

Wages staff task groups are established as required to research and provide recommendations in line with the agreed terms of reference.

46.9 General principles

- (a) The SBU, project teams and regional consultative groups circulate the minutes of their respective meetings to relevant staff.
- (b) Wages staff representatives assigned to a project team, task group or regional consultative group are released from their normal duties, as required, to carry out the responsibilities to which they have been assigned. Should any problems arise related to such release, they are referred to the SBU.
- (c) Regional consultative groups:
 - (i) are chaired (to be shared) by the union and RMS staff representatives;
 - (ii) develop and implement a communication plan to ensure that directorate staff are kept fully informed of the work of the group and the ongoing implementation of the enterprise bargaining process across the directorate.

- (d) The SBU, project teams and regional consultative groups are able to second a wages staff member to the respective body if such staff member has special expertise relevant to the issue(s) being considered.
- (e) Nominated representatives and group members have agreed to relevant training to assist them in their roles.
- (f) The SBU, project teams, task groups and regional consultative groups are appropriately resourced in regard to clerical backup, time, provision of information and other identified needs.

47. Grievance and Dispute Resolution

47.1 In this Award:

- (a) "Grievance" means a personal concern or problem about work or the work environment that the Employee seeks hearing or resolution of and may be the result of a perceived or actual concern regarding:
 - (i) allocation of work or development opportunities;
 - (ii) workplace communication difficulties, or interpersonal disputes;
 - (iii) changes in work processes or practices.

47.2 A dispute is a complaint or difficulty which affects one or more Employee(s). It may include a change in working conditions that is perceived to have a negative implication on Employees.

47.3 This disputes procedure outlined at subclause 47.4 below shall apply to any dispute that arises with respect to the following:

- (a) matters pertaining to the relationship between the Employer and Employees;
- (b) matters pertaining to the relationship between the Employer and the union parties to this Award which pertain to the Award; and/or
- (c) the operation and application of this Award.

47.4 Dispute Settlement Process

Step One

In the first instance, any dispute which is local in nature, and which will not impact on other locations, will be dealt with at the local level by the Employee(s) and/or their union representative raising the matter with the Employee's immediate supervisor. The parties shall make a genuine attempt to resolve the dispute within a reasonable timeframe.

Step Two

If the dispute remains unresolved following Step 1, the Employee(s) and/or their union representative shall refer the matter to the Manager of the work area to which the dispute relates. The parties shall make a genuine attempt to resolve the dispute within a reasonable timeframe.

Step Three

If the dispute remains unresolved following Steps 1 and 2, the Employee(s) and/or their union representative shall refer the matter to the General Manager of the work area to which the dispute relates. The parties shall make a genuine attempt to resolve the dispute within a reasonable timeframe.

Step Four

If the Dispute cannot be resolved through the procedure outlined in Steps 1-3, or if the Dispute involves matters other than local issues or matters involving the application/ interpretation of this Award, the Employee or their representative may refer the dispute to the Manager, Workplace Relations (or their representative) to attempt to achieve a resolution between the parties.

Step Five

If following Steps 1 -4 the dispute remains unresolved, any relevant party may refer the matter to the NSWIRC for conciliation in the first instance, and if conciliation does not resolve the Dispute, the matter shall be arbitrated by the NSWIRC.

- 47.5 Nothing in this clause prevents the making of an agreement to refer a Dispute to a step other than the next in sequence to accelerate resolution or for some other reason(s), or to agree to refer the dispute to the NSWIRC for urgent resolution, or for making a submission to the NSWIRC that the status quo should remain.
- 47.6 Whilst this procedure is continuing, no work stoppage or any other form of work limitation shall occur, or any other form of work limitation will be applied.
- 47.7 The parties acknowledge that where a Dispute involves a matter where genuine, serious and immediate risk is posed to the health and safety of any person, it may not be practical to follow the procedure in this clause in attempting to resolve the dispute; and that an urgent reference to the NSWIRC may be required.

48. Disputes Relating to Work Health and Safety

- 48.1 Where a Work Health and Safety risk is identified or a genuine safety factor is the source of a dispute, the following procedure shall be observed:
- (a) Employees and the Unions have an obligation to notify RMS of the risk through the Work Health and Safety Committee;
 - (b) RMS shall be allowed a reasonable time to respond;
 - (c) RMS must address and report on the issue identified within a reasonable time.
- 48.2 The parties acknowledge that all reasonable efforts must be made to achieve an effective resolution of the issue, prior to asking the Regulator to assist in resolving the issue.
- 48.3 Under the WHS Act, an Employee may cease, or refuse to carry out, work if the Employee has a reasonable concern that to carry out the work would expose the Employee to a serious risk to the Employee's health or safety emanating from an immediate or imminent exposure to a hazard. In this case, the Employee must remain available to carry out suitable alternative work.
- 48.4 The Parties acknowledge that it is an offence under the WHS Act to:
- (a) provide false or misleading information in complying or purportedly complying with the Act;
 - (b) make false or misleading representations to another person about that person's rights or obligations under the Act.
- 48.5 RMS, the Unions and Employees are committed to the WHS Act and all other relevant statutory requirements. This clause is intended to operate in a manner that is consistent with the operation of the WHS Act.

49. Union Contributions

- 49.1 Upon written authority from an Employee, RMS will deduct Union membership fees from the Employee's fortnightly pay (or such other frequency as agreed between RMS and the relevant Union) and forward these fees regularly to the relevant Union. RMS will also include all necessary information to enable the union to reconcile and credit subscriptions to the Employee's membership account.
- 49.2 If an Employee has already authorised the deduction of their union membership fees from their pay prior to this clause taking effect, nothing in this clause shall be read as requiring the Employee to make a fresh authorisation in order for such deductions to continue.

50. Union Representatives

- 50.1 In this clause, Union Delegate means an Employee in respect of which:
- (a) the Union to which the Employee is a member is elected as a delegate in accordance with the relevant union's rules; and
 - (b) that Union is entitled to represent the Employee of the Employer; and
 - (c) the Union has notified the RMS Industrial Relations team in writing that the Employee is an elected delegate.
- 50.2 An Employee who is a Union Delegate shall be provided with sufficient time in working hours to interview the supervisors, managers and Employees whom the Delegate represents, on matters affecting them, including:
- (a) addressing new Employees about the benefits of union membership at the time that they enter employment.

SECTION 7 - CLAUSES OF SPECIFIC APPLICATION

51. Sydney Harbour Bridge Maintenance Employees

- 51.1 This clause applies to Employees who are attached to the Sydney Harbour Bridge Maintenance office, and does not apply to any other Employee.
- 51.2 Where any inconsistency arises between this clause and any clause set out in Part A of this Award, this clause shall prevail to the extent of any inconsistency.

Working Hours

- 51.3 Normal Work Cycle, in relation to an Employee covered by this clause, means a work cycle consisting of:
- (a) nine working days within a 10 day, two week cycle;
 - (b) eight hours and 27 minutes worked each day between 6:00 am and 6:00 pm;
 - (c) a 30 minute meal break which includes a paid 10 minute morning tea break and a 20 minute unpaid break between 11:30 am and 12 noon; and
 - (d) a 10 minute tea break immediately before finishing time.
- 51.4 During this cycle, 51 minutes of each day worked is accrued towards one day off in each two week cycle, known as an Accrued Day Off (ADO).
- 51.5 If an ADO falls on a Public Holiday, the ADO may be taken on:

- (a) the next working day;
- (b) an alternative day in the same two week cycle; or
- (c) an alternative day in the next two week cycle.

Amenities

- 51.6 RMS provides a "clean/dirty" area for Employees to store personal clothing separate from protective clothing. This area shall have sufficient washing and showering facilities separated from all dirty sections of the area.
- 51.7 Employees shall be provided with the following breaks, in addition to any other breaks in this clause:
- (a) a five minute break before lunch to wash and put away personal belongings, or a ten minute break if the Employee was performing tasks associated with lead paint removal (as outlined in subclause 24.5), to shower and put away personal belongings;
 - (b) a ten minute break before finishing time to shower, and
 - (c) enough time before lunch and finishing time to reach an area from the Employee's place of work on the bridge.
- 51.8 Employees shall be provided with a separate area for the storage of clothes, tools and food. This area must not contain painting materials.
- 51.9 If Employees are required to work temporarily from another location that is not the Sydney Harbour Bridge Maintenance office, the Employee will be entitled to be reimbursed all fares actually and necessarily incurred to travel to the other location.

52. Traffic Signals Employees

- 52.1 This clause applies to Employees who are engaged as Traffic Signals Technicians' Assistants, and does not apply to any other Employee.
- 52.2 Where any inconsistency arises between this clause and any clause set out in Part A of this Award, this clause shall prevail to the extent of any inconsistency.
- 52.3 If an Employee is a Traffic Signals Technicians' Assistant:
- (a) an afternoon shift finishes after 6:00pm and at or before midnight
 - (b) a night shift finishes after midnight and at or before 8:00am
 - (c) regular afternoon or night shifts apply which are a normal feature of the Employee's work, occur five nights each week and are in operation for more than four consecutive weeks.
- 52.4 If an Employee works regular afternoon or night shifts, the Employee is paid at the normal rate plus 15%. Any work other than regular afternoon or night shifts is paid as follows:
- (a) the first five shifts are paid at time-and-a-half.
 - (b) more than five shifts and up to four weeks are paid at the ordinary rate plus 20%.
 - (c) more than four weeks are paid at the ordinary rate plus 15%.
- 52.5 If an Employee works only night shifts, the Employee is paid at the normal rate plus 30% for each shift the Employee works.

52.6 Saturday time is:

- (a) worked between Friday midnight and Saturday midnight.
- (b) paid at time-and-a-half for normal rostered shifts.

52.7 Sunday time is:

- (a) worked between Saturday midnight and Sunday midnight.
- (b) paid at double-time.

53. Traffic Emergency Patrollers

53.1 This clause applies to Employees who are engaged as Traffic Emergency Patrollers (TEPs), and does not apply to any other Employee.

53.2 Where any inconsistency arises between this clause and any clause set out in Part A of this Award, this clause shall prevail to the extent of any inconsistency.

53.3 If an Employee is a TEPs, the Employee is either a:

- (a) shift worker engaged on a combination of morning and afternoon shifts, or
- (b) continuous shift worker engaged on a 24 hour, 7 day, rotating roster.

53.4 An Employee is not required to work more than 6 consecutive days during the Employee's roster cycle.

53.5 Employees' working hours and shift allowances are as follows:

Shift	Work commencing	Shift allowance
Early morning	at or after 4:00am	ordinary rate plus 12.5%
Day	at or after 6:00am	ordinary rate
Afternoon	at or after 1:00pm	ordinary rate plus 12.5%
Night	at or after 4:00pm	ordinary rate plus 15%

53.6 Employees will be paid at time-and-a-half of the ordinary pay rate for all ordinary time worked on Saturday.

53.7 Employees will be paid at double the ordinary pay rate for all ordinary time worked on a Sunday.

53.8 Employees will be paid at double-time-and-a-half of the ordinary pay rate for all ordinary time worked on a Public Holiday.

53.9 Employees will be allowed and paid a crib break in accordance with subclause 19.13 above.

53.10 Shift rosters operate in the following manner:

- (a) Employees are rostered to work shifts as required by RMS.
- (b) Notice of shifts to be worked is given at least seven days in advance.
- (c) If less than seven days notice is given of shift changes, an Employee is paid at the same rate as the Employee's previous shift, provided it is greater.

53.11 If an Employee is rostered on a special or spare shift and the Employee is directed to work another shift which:

- (a) pays a lesser pay rate, then the Employee is entitled to retain the pay rate of the Employee’s normal shift.
 - (b) has a greater penalty, then the Employee is entitled to the higher pay rate based on the inclusion of the penalty for the shift the Employee actually worked.
- 53.12 If an Employee is directed to temporarily work a shift that pays a lesser pay rate, the Employee is entitled to retain the pay rate of the Employee’s normal shift.
- 53.13 If an Employee is directed to work at an alternative location, the Employee is paid the appropriate fares to the new destination, in accordance with the provisions outlined in clauses 27, 28 and 29.
- 53.14 If an Employee is required to change their shift and/or location with less than 48 hours notice, the Employee is paid an additional 3 hours at the Employee’s ordinary/unloaded pay rate, in addition to the provisions outlined above, in recognition of any inconvenience caused by the change to the Employee’s shift pattern.
- 53.15 A full time Employee who ordinarily works a roster with a day on which a Public Holiday is proclaimed, but is rostered off on that day, will be entitled to time off in lieu, for this time up to a maximum of 7.6 hours. The time off in lieu shall be taken at a time nominated by the Employee’s manager and subject to operational requirements.

54. Tow Truck Employees

- 54.1 This clause applies to Employees who are engaged as Tow Truck Drivers or Tow Truck Attendants (Tow Truck Employees), and does not apply to any other Employee.
- 54.2 Where any inconsistency arises between this clause and any clause set out in Part A of this Award, this clause shall prevail to the extent of any inconsistency.
- 54.3 If an Employee is a Tow Truck Driver or Tow Truck Attendant the Employee is engaged on a 24 hour, 7 day, rotating roster.
- 54.4 Tow Truck Employees shall not be required to work more than 6 consecutive days during the roster cycle.
- 54.5 The working hours and shift allowances for Tow Truck Staff are as follows:

Shift	Work commencing	Shift allowance
Early morning	at or after 4:00am	ordinary rate plus 12.5%
Day	at or after 6:00am	ordinary rate
Afternoon	at or after 12 Noon	ordinary rate plus 15%
Night	at or after 6:00pm	ordinary rate plus 20%

- 54.6 Payment for all ordinary time worked on a Saturday shall be at the rate of time and one half of the ordinary rate of pay.
- 54.7 Payment for all time worked on a Sunday shall be at the rate of double the ordinary rate of pay.
- 54.8 Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one-half of the ordinary rate of pay.
- 54.9 Employees will be allowed and paid a crib break in accordance with clauses 19.13, above.
- 54.10 Shift rosters shall operate in the following manner:
- (a) Employees shall be rostered to work shifts as required by RMS.
 - (b) notice shall be given of shifts to be worked at least 7 days in advance.

- (c) where notice is given of a change in shift with less than 7 days notice, any shift so worked shall be paid at the rate of the previously rostered shift, provided it is greater.
- 54.11 If an Employee is rostered on a relief line and the Employee's shifts, as notified in subclause 54.10 above, are changed with less than 7 days notice the Employee will be paid at the rate of the previously rostered shift providing that it is greater.
- 54.12 Where an Employee is directed to work at an alternate location, the Employee will be paid the appropriate fares to the new destination in accordance with the provisions outlined in clauses 27, 28 and 29.
- 54.13 Where an Employee is required to change shift and/or location with less than 48 hours notice, the Employee will be paid an additional 3 hours at the unloaded rate of pay, in addition to the provisions outlined in subclause 54.11 above, in recognition of any inconvenience caused by the alternation to the shift pattern.
- 54.14 A full time Employee who ordinarily works a roster with a day on which a Public Holiday is proclaimed, but is rostered off on that day, will be entitled to time off in lieu, for this time up to a maximum of 7.6 hours. The time off in lieu shall be taken at a time nominated by the Employee's manager and subject to operational requirements.

PART B

PAY RATES AND ALLOWANCES

MONETARY RATES

Table 1 - Rates of Pay, Non-Trades (not applicable to Broken Hill Workshop Employees)

Pay Point	Positions	Current Weekly Rates	Weekly Rates Effective from the first full pay period on or after 1 July 2023 and inclusive of 4% increase
		\$	\$
1	Roadworker Grade 1 Sydney Harbour Bridge Worker Grade 1	1184.50	1231.90
2	Roadworker Grade 2 Sydney Harbour Bridge Worker Grade 2	1216.30	1265.00
3	Roadworker Grade 3 Linemarker Grade 1 Building Attendant Sydney Harbour Bridge Worker Grade 3	1248.20	1298.10
4	Bridge Worker Grade 4 Technician's Assistant Grade 1 Works Assistant Grade 1 Road Worker Grade 4 Plant Operator Grade 1 Roller Operator Tow Truck Attendant Linemarker Grade 2 Storeperson Grade 1 Sydney Harbour Bridge Worker Grade 4	1280.20	1331.40
5	Bridge Worker Grade 5 Technician's Assistant Grade 2 Road Worker Grade 5 Plant Operator Grade 2 Truck Driver (MR General)	1312.40	1364.90

	Truck Driver (Stores) Linemarket Grade 3 Storeperson Grade 2 Rigger Grade 1 Traffic Emergency Patroller		
6	Technician's Assistant Grade 3 Works Assistant Grade 2 Bituminous Spray Operator Plant Operator Grade 3 Truck Driver (MR Gang Truck) Truck Driver (HR Truck - General)	1344.20	1398.00
	Water Cart Operator Snowplough Operator Rigger Grade 2 Truck Mounted Attenuator (TMA) Operator		
7	Works Assistant Grade 3 Truck Driver (HR Gang Truck) Truck Driver (Semi Trailer) Rigger Grade 3	1376.60	1431.70
8	Rigger Grade 4 Bitumen Spray Driver Finishing Grader Operator Truck Driver (Tow Truck) Barrier Transfer Operator	1408.40	1464.70
9	Truck Driver (Road Train) Team Leader (Rigger) Team Leader Grade 1 Team Leader (Stores) Traffic Emergency Patroller (Team Leader)	1440.50	1498.10
10		1472.30	1531.20
11		1504.20	1564.40
12	Team Leader Grade 2 Team Leader (Tow Trucks) Team Leader Barrier Transfer Operator	1536.40	1597.90

Table 2 - Rates of Pay, Trades (not applicable to Broken Hill Workshop Employees)

Pay Point	Positions	Current Weekly Rates	Weekly Rates Effective from the first full pay period on or after 1 July 2023 and inclusive of 4% increase
		\$	\$
1	Painter Grade 1 Traffic Facilities Painter Grade 1	1289.60	1341.20
2	Plasterer Grade 1	1311.10	1363.50
3	Mechanical Trades Grade 1 Fitter Grade 1	1317.70	1370.40
4	Painter Grade 2	1321.50	1374.40
5	Signwriter Grade 1	1328.00	1381.10
6	Metal Fabricator Grade 1 Plumber Grade 1	1331.00	1384.20
7	Shipwright Grade 1	1342.60	1396.30
8	Painter Grade 3 Traffic Facilities Painter Grade 2	1354.00	1408.20
9	Bridge Maintenance Welder Grade 1 Construction Carpenter Grade 1	1355.40	1409.60

10	Electrician Grade 1	1384.20	1439.60
11	Painter Grade 4 Traffic facilities Painter Grade 3	1386.10	1441.50
12	Mechanical Trades Grade 2 Fitter Grade 2	1388.60	1444.10
13	Signwriter Grade 2	1394.20	1450.00
14	Metal Fabricator Grade 2 Plumber Grade 2	1397.70	
15	Bridge Maintenance Welder Grade 2 Construction Carpenter Grade 2	1423.30	1480.20
16	Signwriter Grade 3	1427.40	1484.50
17	Electrician Grade 2	1453.40	1511.50
18	Construction Carpenter Grade 3	1457.10	1515.40
19	Mechanical Trades Grade 3 Fitter Grade 3	1458.40	1516.70
20	Plumber Grade 3	1464.30	1522.90
21		1504.20	1564.40
22	Electrician Grade 3	1522.20	1583.10
23		1527.70	1588.80
24	Plumber (Team Leader) Mechanical Trades Team Leader Fitter (Team Leader) Painter (Team Leader) Bridge Maintenance Welder (Team Leader) Metal Fabricator (Team Leader) Construction Carpenter (Team Leader) Shipwright (Team Leader) Signwriter (Team Leader) Traffic Facilities Painter (Team Leader)	1536.40	1597.90
25	Electrician (Team Leader)	1591.40	1655.10

Table 3 - Rates of Pay, Broken Hill Workshop Employees Only

Positions	Current Weekly Rates	Weekly Rates Effective from the first full pay period on or after 1 July 2023 and inclusive of 4% increase
	\$	\$
Tradesperson		
Plant Mechanic	1422.60	1479.50
Boilermaker	1422.60	1479.50
Carpenter	1422.60	1479.50
Painter	1422.60	1479.50
Electrical Fitter	1448.00	1505.90
Plant Operator		
Mobile Crane Operator	1279.80	1331.00
General		
Storeman	1257.20	1307.50
Cleaner	1262.90	1313.40
Labour (Fitter/Plant Mechanic)	1233.70	1283.00
General Labour	1224.10	1273.10
Labourer (Testing Laboratory)	1224.10	1273.10
Labourer Junior Male (19/21 years)	1099.10	1143.10
Labourer Hammer & Drill	1248.80	1298.80
Labourer (Proline Borer or Benkleman Beam)	1270.40	1321.20
Apprentice - School Certificate		

Year 1	754.90	785.10
Year 2	911.30	947.80
Year 3	1067.50	1110.20
Year 4	1224.10	1273.10
Apprentice -Higher School Certificate		
Level		
Year 1	911.30	947.80
Year 2	1067.50	1110.20
Year 3	1224.10	1273.10
Year 4	1380.20	1435.40

Table 4 - Rates of Pay, Apprentices (not applicable to Broken Hill Workshop Employees)

Pay Point	Positions	Current Rates	Rates Effective from the first full pay period on or after 1 July 2023 and inclusive of 4% increase
		\$	\$
1	Apprentice 1st Year Painter/Decorator Signwriter	577.30	600.40
2	Apprentice 1st Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	587.40	610.90
3	Apprentice 1st Year Bricklayer Civil Construction	595.00	618.80
4	Apprentice 1st Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	605.70	629.90
5	Apprentice 1st Year Carpenter/Joiner Shipwright	630.80	656.00
6	Apprentice 1st Year Bridge & Wharf Carpenter	643.80	669.60
7	Apprentice 2nd Year Painter/Decorator Signwriter	748.30	778.20
8	Apprentice 2nd Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	758.20	788.50
9	Apprentice 2nd Year Bricklayer Civil Construction	765.60	796.20
10	Apprentice 2nd Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker	776.40	807.50

	Sheetmetal Worker Blacksmith Trimmer Welder Plumber		
11	Apprentice 2nd Year Carpenter/Joiner Shipwright	801.90	834.00
12	Apprentice 2nd Year Bridge & Wharf Carpenter	814.70	847.30
13	Apprentice 3rd Year Painter/Decorator Signwriter	949.70	987.70
14	Apprentice 3rd Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	959.90	998.30
15	Apprentice 3rd Year Bricklayer Civil Construction	966.90	1005.60
16	Apprentice 3rd Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	978.00	1017.10
17	Apprentice 3rd Year Carpenter/Joiner Shipwright	1002.60	1042.70
18	Apprentice 3rd Year Bridge & Wharf Carpenter	1015.60	1056.20
19	Apprentice 4th Year Painter/Decorator Signwriter	1089.30	1132.90
20	Apprentice 4th Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	1099.50	1143.50
21	Apprentice 4th Year Bricklayer Civil Construction	1106.80	1151.10
22	Apprentice 4th Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	1118.20	1162.90
23	Apprentice 4th Year Carpenter/Joiner Shipwright	1143.00	1188.70
24	Apprentice 4th Year Bridge & Wharf Carpenter	1155.20	1201.40

Table 5 – Other Rates and Allowances (not applicable for Broken Hill Workshop Employees)

^	To be updated in accordance with the CE Wages Staff (Rates of Pay) Award		
*	To be updated in accordance with the NSW Treasury Circulars		
~	To be updated in accordance with clause 23.2 of the CE (Skilled Trades) Award		
Clause	Description	Current Rates	Rates Effective from the first full pay period on or after 1 July 2023 and inclusive of 4% increase
		\$	\$
Other Rates			
24.1	Sydney Harbour Bridge Allowance Sydney Harbour Bridge Maintenance Staff	235.51	244.90
24.5	Lead Paint Removal Allowance (per hour)	2.79	2.90
24.6	Asbestos Materials Tradespersons	1.15	1.20
24.7	Asbestos Eradication Tradespersons	3.09	3.20
24.3	Asphalt Plant Repairs Tradespersons	1.15	1.20
24.8	Long/Wide Loads Allowance Transport Workers 2.90m wide or 18.29m long or 4.30m high minimum payment	2.92 11.69	3.05 12.20
	3.36m wide or 21.34m long or 4.58m high minimum payment	5.44 21.84	5.68 22.70
20.13 & 20.14	Meal Allowance		
(a)	First meal	16.55	17.00^
(b)	Subsequent meal	14.20	14.60^
27.2(b)	Fares		
	per week	12.00	12.00
	per day	2.40	2.40
27.3	Travelling Allowance		
	3 but not more than 10 km	4.20	4.20
	More than 10 but not more than 20km	8.30	8.30
	More than 20 km but not more than 30km	12.40	12.40
	More than 30km but not more than 40km	16.50	16.50
	More than 40km but not more than 50km	20.70	20.70
	More than 50km but not more than 60km	24.80	24.80
	More than 60km but not more than 70km	29.00	29.00
	More than 70km but not more than 80km	33.00	33.00
	More than 80kms but more than 90km	37.20	37.20
	More than 90km but not more than 100km	41.30	41.30
29	Distant Work		
	Board & Lodging	840.55	875.00*
	Broken parts of week where camp not provided	120.08	125.00*
	Breakfast	25.75	26.80*
	Lunch	29.35	30.60*
	Dinner	50.65	52.75*
	Incidentals	8.00	8.00*
	Casual Rate		0.3121/km*
	Official Business Rate* (*commencing from date of 2023 variation)		0.78/km*
Other Conditions			
24.4	First Aid Allowance	4.10	4.25
31.1(c)	Insuring Tools Reimbursement for Loss	2049.00 ~	2049.00~

APPENDIX A

Workplace Reform

1. Benchmarking

The parties agree to co-operate in benchmarking processes to measure performance of RMS Road Services Business Units against other public and private sector road services providers.

2. Process Improvement

RMS, Unions and Employees are committed to ensuring effective and efficient customer service and product delivery by analysing and recommending changes in processes, systems or procedures which result in improvement in productivity and/or the elimination of duplication and waste. The regional consultative groups monitor the development and implementation of process improvement and provide appropriate updates, reports and recommendations to the SBU.

3. Performance Planning & Feedback

- 3.1 RMS will implement a performance planning and feedback scheme that applies to all wages staff and is:
- (a) implemented in consultation with the unions that will link performance in the workplace with the goals of RMS, its regions and work units;
 - (b) supported by appropriate training; and
 - (c) evaluated and monitored by the SBU.
- 3.2 This scheme recognises and reflects the increasing importance of teams in RMS and their contribution to service and quality.
- 3.3 The parties are committed to:
- (a) ensuring teams and Employees understand the relationship or interdependence of their role with other teams and Employees;
 - (b) clearly defining expectations for each team and Employee against the agreed goals of RMS and productivity standards;
 - (c) ensuring each team and Employee clearly understands RMS's objectives, their work unit's goals and how their role is integral to the achievement of these objectives and goals;
 - (d) obtaining feedback from teams and Employees on RMS's work practices, management practices and possible innovations; and
 - (e) encouraging teams and Employees to participate in their work unit's decision making process.

4. Conditions of Employment

- 4.1 The parties are committed to the development and implementation of changes in conditions of employment that are customer focused and are equitable in application. Any changes are:
- (a) developed and implemented in consultation with the unions to link performance in the workplace with the goals of RMS;
 - (b) evaluated and monitored by the SBU.
- 4.2 In making this commitment, the parties accept, in principle, the need to:

- (a) review current work practices to ensure that they are customer focused and maximise the effective and efficient use of resources;
- (b) review and rationalise administrative procedures;
- (c) reduce and update documentation;
- (d) ensure, where possible, consistent working conditions for all wages staff;
- (e) provide opportunities for all Employees to better manage their working and personal lives;
- (f) review current work patterns to investigate flexible work arrangements which better meet Employees and customers' needs.

5. Workplace Health & Safety

- 5.1 RMS is committed to ensuring the health, safety and wellbeing of its staff in the workplace. This is achieved by:
- (a) implementation of appropriate health and safety practices and procedures;
 - (b) appropriate management policies and practices; and
 - (c) the active and constructive involvement of all wages staff; and
 - (d) management and wages staff representatives' participation on occupational health and safety committees.
- 5.2 RMS encourages Employees to take a constructive role in promoting improvements in work health, safety and welfare to assist RMS in achieving a healthy and safe working environment.

6. Contracting Out

- 6.1 Application and Definition
- (a) For the purpose of this clause, the term "contract out work" means reallocating the whole of the work performed currently and exclusively by a group of Employees covered by this Award to be performed by another source pursuant to a contract. To be clear, this clause does not apply to a group of Employees where only part of the work they currently and exclusively perform is contracted out.
- 6.2 Considering Proposal to Contract Out Work
- (a) Where RMS determines it intends to pursue a proposal to contract out work, subject to Government Approval, relevant unions and affected Employees will be notified. Sufficient time will be provided to relevant unions and affected Employees to discuss RMS's intention to pursue a proposal to contract out work.
- 6.3 Decision to Contract Out Work
- (a) Once RMS has finalised a proposal and has made a decision to contract out work, RMS agrees to provide written information to relevant unions and affected Employees about the decision, and expected impact on Employees to contract out work. This does not require the disclosure of confidential or commercial in confidence information.
 - (b) Prior to implementation of a proposal to contract out work, RMS will commence discussions with relevant unions and affected Employees about the contracting out process and arrangements for affected Employees.

- (c) Subject to reasonable notice and operational requirements, RMS agrees to allow the unions reasonable opportunities during working hours to communicate with their members during the process outlined in subclause 6.3(b) above.

6.4 Dispute Settlement Procedure

- (a) Any issues or matters in dispute should be dealt with under the Dispute Settlement Procedure in clause 47 of this Award.

7. Contractors Protocol

7.1 Where work is to be carried out by contract, including sub-contract, RMS:

- (a) abide by the provisions of the Industrial Relations Management Guidelines, December 1999, as developed by the NSW Government's Construction Policy Steering Committee.
- (b) ensures that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying the rates and providing conditions contained in the appropriate award and/or registered industrial agreement, as well as complying with other statutory provisions and RMS specified standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards and the provisions set out in clause 7, Work Health and Safety.
- (c) on being advised or otherwise becoming aware that a contractor or sub-contractor is not paying award rates, providing award conditions or complying with any other statutory provisions and RMS standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards takes necessary action to ensure that the situation is immediately rectified. Should the contractor or sub-contractor continue to breach the provision then appropriate action including termination of contract is implemented, if appropriate.

8. Unplanned Absenteeism (Sick Leave)

The parties are committed to implementing tailored strategies to reduce the level of sick leave being taken by Employees.

Employees who have a good sick leave record who have been suffering from a genuine prolonged illness shall, subject to Chief Executive approval, continue to be entitled to additional paid sick leave should they exhaust their existing paid sick leave entitlement.

9. Communication

The parties agree to continue to implement initiatives designed to ensure that there are structured communication processes between RMS's corporate directorates and Operations and Services Directorate, regional and frontline areas to ensure timely and accurate upward and downward feedback.

10. Field Input Data Operation

The parties agree to fully implement data collection and analysis systems to improve scheduling and prioritising of maintenance works.

11. Alliance Model

The parties agree to fully implement the Alliance Model of work whereby RMS staff work alongside private industry parties in order to achieve the outcomes of RMS.

E. ROBINSON, *Industrial Registrar*

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HEALTH, FITNESS AND INDOOR SPORTS CENTRES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 419154 of 2023)

Before Chief Commissioner Constant
Commissioner Sloan
Commissioner Webster

15 November 2023

1. Delete paragraph (iii) of subclause (a) of clause 3, Area, Incidence and Duration, of the award published 2 December 2022 (392 I.G. 645) and insert in lieu thereof the following:
 - (iii) will be binding upon the Australian Workers' Union, New South Wales, its officers and members, the United Workers' Union, New South Wales Branch, its officers and members and employees, whether they are members of the union or not.
2. This variation will take effect on and from 15 November 2023.

N. CONSTANT, *Chief Commissioner*
D. SLOAN, *Commissioner*
J. WEBSTER, *Commissioner*

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MISCELLANEOUS WORKERS' - KINDERGARTENS AND CHILD CARE CENTRES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 419727 of 2023)

Before Chief Commissioner Constant
Commissioner Sloan
Commissioner Webster

17 November 2023

VARIATION

1. Delete subclause (vi), of clause 3, Definitions, of the award published 17 June 2022 (392 I.G. 235) and insert in lieu thereof the following:
 - (vi) Union - means United Workers' Union, New South Wales Branch.
2. Delete the year "2020" in paragraph (c) of subclause (i) of clause 9, Wages and insert in lieu thereof the year "2023".
3. Delete the words "United Voice" in paragraph A.(iii) of clause 3, Superannuation and insert in lieu thereof the words "United Workers' Union".
4. This variation will take effect on and from 17 November 2023.

N. CONSTANT, *Chief Commissioner*
D. SLOAN, *Commissioner*
J. WEBSTER, *Commissioner*

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SECURITY INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 419155 of 2023)

Before Chief Commissioner Constant
Commissioner Sloan
Commissioner Webster

15 November 2023

VARIATION

1. Delete all references to "United Voice" wherever it appears in the award published 24 September 2021 (390 I.G. 515) and insert in lieu thereof the following:

"United Workers' Union, New South Wales Branch"
2. This variation will take effect on and from 15 November 2023.

N. CONSTANT, *Chief Commissioner*
D. SLOAN, *Commissioner*
J. WEBSTER, *Commissioner*

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(135)

SERIAL C9773**CLERICAL AND ADMINISTRATIVE EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 235071 of 2023)

Before Chief Commissioner Constant
 Commissioner Sloan
 Commissioner Webster

17 November 2023

VARIATION

1. Delete the year "2021" of the award published 5 December 2022 (392 I.G. 598) and insert in lieu thereof the year "2023".
2. Delete subclause 34.3 and insert in lieu thereof the following:
- 34.3 The provisions of Clauses 27 and 28 of this award will apply in respect of employees otherwise covered by the Mirror and Telegraph Publications Clerical Award 2000 and the Clerical and Administrative Employees (John Fairfax Publications) Award 2000.

The changes made to the award pursuant to the State Wage Case 2023 pursuant to sections 50 and 52 of the *Industrial Relations Act 1996* take effect on and from 16 December 2023.

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

3. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Adult Wages**

The following Minimum rates of wages will take affect from the first pay period to commence on or after 16 December 2023.

Grade	SWC 2022 %	Weekly Rate Including 2022 Increase \$	SWC 2023 %	Weekly Rate Including 2023 Increase \$
1	2.53	820.40	5.75	882.80
2	2.53	850.90	5.75	899.80
3	2.53	899.70	5.75	951.40
4	2.53	960.30	5.75	1015.50
5	2.53	1048.90	5.75	1109.20

Table 2 - Junior Wages

The minimum rates of wages per week for junior employees shall be as follows:

(a) Equivalent to grade 3 or above

Age	SWC 2022 %	Weekly Rate Including 2022 Increase \$	SWC 2023 %	Weekly Rate Including 2023 Increase \$
At 17 years of age	2.53	433.00	5.75	457.90
At 18 years of age	2.53	535.20	5.75	566.00
At 19 years of age	2.53	611.60	5.75	646.80
At 20 years of age	2.53	722.20	5.75	763.70

(b) All other junior employees

Age	SWC 2022 %	Weekly Rate Including 2022 Increase \$	SWC 2023 %	Weekly Rate Including 2023 Increase \$
Under 17 years of age	2.53	324.90	5.75	343.60
At 17 years of age	2.53	407.00	5.75	430.40
At 18 years of age	2.53	498.80	5.75	527.50
At 19 years of age	2.53	565.60	5.75	598.10
At 20 years of age	2.53	666.50	5.75	704.80

Table 3 - Telephone Canvassers (Other than for the Sale of Goods)

Classification	SWC 2022 %	Weekly Rate Full-time \$	SWC 2023 %	Weekly Rate Full-time \$	Weekly Rate Part-time (Weekly rate divided by 38) \$	Hourly Rate Casual (Weekly rate divided by 38 plus 20% loading Includes 1/12 holiday pay) \$
Telephone Canvasser	2.53	772.60	5.75	882.80	23.23	27.88

Table. 4 - Other Rates and Allowances

Item No.	Clause	Brief Description	2022 Amount \$	2023 Amount \$
1	9.9.1	Saturday Loadings:		
		Adult	23.50	24.90
		Employees under 21 years of age	15.90	16.80
2	10.4.2	Meal Money (shift Work)	17.00	18.00
3	10.4.2	Meal Allowance (Overtime)	17.00	18.00
4	13.5	Own Car Allowance: per week		
		For vehicle 1,500cc and under	124.90	132.10
		For a vehicle over 1,500cc	154.20	163.10
5	13.5	Own Car allowance For use on a casual or incidental basis	0.85 per km	0.90 per km
6	13.7	First-Aid Allowance	13.90	14.70

4. This variation will take effect from the first full pay period commencing on or after 16 December 2023.

N. CONSTANT, *Chief Commissioner*

D. SLOAN, *Commissioner*

J. WEBSTER, *Commissioner*

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HEALTH, FITNESS AND INDOOR SPORTS CENTRES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 235042 of 2023)

Before Chief Commissioner Constant
Commissioner Sloan
Commissioner Webster

15 November 2023

VARIATION

1. Delete the table in section (g)(ii)(b) of subclause (vi) of clause 28, Traineeships, of the award published 2 December 2022 (392 I.G. 645) and insert in lieu thereof the following:

Industry/Skill Level	First Year of Traineeship SWC 2021 2.04% \$	Second Year of Traineeship SWC 2021 2.04% \$	First Year of Traineeship SWC 2022 2.53% \$	Second Year of Traineeship SWC 2022 2.53% \$	First Year of Traineeship SWC 2023 5.75% \$	Second Year of Traineeship SWC 2023 5.75% \$
Industry/Skill Level A	644.60	687.00	660.90	704.40	698.90	744.90
Industry/Skill Level B	622.10	660.70	637.80	677.40	674.50	716.40
Industry/Skill Level C	563.30	598.20	577.60	613.30	610.80	648.60

2. Delete the year "2021" in clause 31, State Wage Case Adjustment and insert in lieu thereof the year "2023".
3. Delete subclause (e) of clause 34, Area, Incidence and Duration and insert in lieu thereof the following:
- (e) The changes made to the award pursuant to the State Wage Case 2023 pursuant to sections 50 and 52 of the *Industrial Relations Act* 1996 take effect on and from 16 December 2023.

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

4. Delete Part B, Monetary Rates and Part C, Trainee Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

Grade	Relativities	Full Time SWC 2021 Based on relativities \$	Hourly Rate SWC 2021 Based on relativities \$	Full Time SWC 2022 2.53% \$	Hourly Rate SWC 2022 2.53% \$	Full Time SWC 2023 5.75% \$	Hourly Rate SWC 2023 5.75% \$
Level 1	78%	772.60	20.33	792.10	20.80	882.80	23.23

Level 2	82%	812.20	21.37	832.70	21.90	882.80	23.00
Level 3A	87%	865.70	22.78	887.60	23.40	938.60	24.70
Level 3B	92%	906.30	23.85	929.20	24.50	982.60	25.90
Level 4	92%	911.30	23.98	934.40	24.60	988.10	26.00
Level 5	100%	990.50	26.07	1015.60	26.70	1074.00	28.20
Level 6	115%	1139.10	29.98	1167.90	30.70	1235.10	32.50

Junior Rates for Levels 1, 2 and 3	Percentage of Appropriate Adult Rate %
At 16 years and under	55
At 17 years	65
At 18 years	75
At 19 years	85
At 20 years	100

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount Per Week SWC 2021	Amount Per Week SWC 2022	Amount Per Week SWC 2023
			2.04% increase \$	2.53% increase \$	5.75% increase \$
1	2(c)	Supervisory loadings - Up to 5 employees	31.00 per week	31.80 per week	33.60 per week
2	2(c)	Supervisory loadings - 6 to 10 employees	42.30 per week	43.40 per week	45.90 per week
3	2(c)	Supervisory loadings - 11 or more employees	56.90 per week	58.30 per week	61.70 per week
4	21(a)	First-aid allowance	14.50 per week 2.90 per shift	14.90 per week 3.00 per shift	15.80 per week 3.20 per shift
5	23(a)	Stocking allowance	4.10 per week 0.90 per shift	4.20 per week 0.90 per shift	4.40 per week 1.00 per shift
	23(b)	Toilet cleaning allowance	12.00	12.30	13.00
	23(c)	Laundry Allowance	10.10 per week 2.10 per day	10.40 per week 2.20 per day	11.00 per week 2.30 per day
	23(d)	Broken Shift Allowance: for each broken shift so worked	15.60 per day	16.00 per day	16.90 per day
		Excess fares allowance	10.30 per week 2.10 per day	10.60 per week 2.20 per day	11.20 per week 2.30 per day

Table 3 - Base Rate

	Relativity	Amount Per Week (includes 2.53% for 2022)	Amount Per Week (includes 5.75% for 2023)
	%	\$	\$
Level 1	78	370.70	392.00
Level 2	82	389.90	412.30
Level 3A	87.4	415.80	439.70
Level 3B	91.5	435.10	460.10
Level 4	92	437.50	462.70
Level 5	100	475.50	502.80
Level 6	115	546.80	578.20

Table 4 - Supplementary Payments

	Relativity %	Supplementary Payments (includes 2.53% for 2022)	Supplementary Payments (includes 5.75% for 2023)
Level 1	78	117.30	124.00
Level 2	82	120.10	127.00
Level 3A	87.4	123.80	130.90
Level 3B	91.5	125.70	132.90
Level 4	92	126.80	134.10
Level 5	100	132.70	140.30
Level 6	115	146.20	154.60

PART C**TRAINEE MONETARY RATES****Table 1 - Weekly Rates - Industry/Skill Level A**

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Year 10 SWC 2021 2.04% \$	Year 11 SWC 2021 2.04% \$	Year 12 SWC 2021 2.04% \$	Year 10 SWC 2022 2.53% \$	Year 11 SWC 2022 2.53% \$	Year 12 SWC 2022 2.53% \$	Year 10 SWC 2023 5.75% \$	Year 11 SWC 2023 5.75% \$	Year 12 SWC 2023 5.75% \$
School Leaver	335.30	369.20	443.50	343.80	378.50	454.70	363.60	400.30	480.80
Plus 1 year out of school	369.20	443.50	517.00	378.50	454.70	530.10	400.30	480.80	560.60
Plus 2 years	443.10	517.00	599.50	454.30	530.10	614.70	480.40	560.60	650.00
Plus 3 years	517.00	599.50	685.80	530.10	614.70	703.20	560.60	650.00	743.60
Plus 4 years	599.50	685.80	685.80	614.70	703.20	703.20	650.00	743.60	743.60
Plus 5 years or more	685.80	685.80	685.80	703.20	703.20	703.20	743.60	743.60	743.60

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

Table 2 - Weekly Rates - Industry/Skill Level B

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

	Year 10 SWC 2021 2.04% \$	Year 11 SWC 2021 2.04% \$	Year 12 SWC 2021 2.04% \$	Year 10 SWC 2022 2.53% \$	Year 11 SWC 2022 2.53% \$	Year 12 SWC 2022 2.53% \$	Year 10 SWC 2023 5.75% \$	Year 11 SWC 2023 5.75% \$	Year 12 SWC 2023 5.75% \$
School Leaver	335.30	369.50	429.40	343.80	378.80	440.30	363.60	400.60	465.60
Plus 1 year out of school	369.50	429.40	494.00	378.80	440.30	506.50	400.60	465.60	535.60
Plus 2 years	429.40	494.00	580.40	440.30	506.50	595.10	465.60	535.60	629.30
Plus 3 years	494.20	580.40	661.50	506.70	595.10	678.20	535.80	629.30	717.20
Plus 4 years	580.40	661.50	661.50	595.10	678.20	678.20	629.30	717.20	717.20
Plus 5 years or more	661.50	661.50	661.50	678.20	678.20	678.20	717.20	717.20	717.20

The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20 per cent.

Table 3 - Weekly Rates - Industry/Skill Level C

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Year 10 SWC 2021 2.04% \$	Year 11 SWC 2021 2.04% \$	Year 12 SWC 2021 2.04% \$	Year 10 SWC 2022 2.53% \$	Year 11 SWC 2022 2.53% \$	Year 12 SWC 2022 2.53% \$	Year 10 SWC 2023 5.75% \$	Year 11 SWC 2023 5.75% \$	Year 12 SWC 2023 5.75% \$
School Leaver	336.60	369.50	425.50	345.10	378.80	436.30	364.90	400.60	461.40
Plus 1 year out of school	369.50	425.50	478.70	378.80	436.30	490.80	400.60	461.40	519.00
Plus 2 years	425.50	478.70	533.30	436.30	490.80	546.80	461.40	519.00	578.20
Plus 3 years	478.70	533.30	596.70	490.80	546.80	611.80	519.00	578.20	647.00
Plus 4 years	534.50	596.70	596.70	548	611.80	611.80	579.50	647.00	647.00
Plus 5 years or more	596.70	596.70	596.70	611.80	611.80	611.80	647.00	647.00	647.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 4 - School-Based Traineeships

	Year 11 SWC 2021 2.04% \$	Year 12 SWC 2021 2.04% \$	Year 11 SWC 2022 2.53% \$	Year 12 SWC 2022 2.53% \$	Year 11 SWC 2023 5.75% \$	Year 12 SWC 2023 5.75% \$
School based Traineeships Skill Levels A, B and C	338.10	371.20	346.70	380.60	366.60	402.50

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

- This variation will take effect on and from the first full pay period commencing on or after 16 December 2023.

N. CONSTANT, *Chief Commissioner*
D. SLOAN, *Commissioner*
J. WEBSTER, *Commissioner*

MISCELLANEOUS WORKERS' - KINDERGARTENS AND CHILD CARE CENTRES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 235036 of 2023)

Before Chief Commissioner Constant
Commissioner Sloan
Commissioner Webster

17 November 2023

VARIATION

1. Delete Clause 39 Area, Incidence and Duration of the award published 17 June 2022 (392 I.G. 235) and insert in lieu thereof the following:

39. Area, Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Miscellaneous Workers' - Kindergartens and Child Care Centres, &c. (State) Award published 6 September 2019 (385 I.G.187), as varied.

It will apply to all persons of the classes herein provided for within the jurisdiction of the Kindergartens, &c. (State) Industrial Committee.

This award will take effect on and from 19 October 2021 until varied or rescinded, the period for which it was made already having expired.

The changes made to the award pursuant to the State Wage Case 2023 pursuant to sections 50 and 52 of the *Industrial Relations Act 1996* take effect on and from 16 December 2023.

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

TABLE 1A

WAGES - SUPPORT WORKER CLASSIFICATIONS

Classification	Rate at 16/12/2022 \$ 2.53%	Rate at 16/12/2023 \$ 5.75%
Support Worker	827.60	882.80
Support Worker (Qualified Cook)	846.20	894.90

TABLE 1B**NEW WAGES - CHILD CARE CLASSIFICATIONS IN LONG DAY CARE**

Level	Step	Rate at 16/12/2022 \$ 2.53%	Rate at 16/12/2023 \$ 5.75%
CCW	1	945.20	999.50
	2	953.00	1007.80
	3	960.50	1015.70
	4	968.20	1023.90
	5	977.40	1033.60
ACCW	1	986.60	1043.30
	2	1005.90	1063.70
	3	1039.00	1098.70
ACCWQ	1	1056.30	1117.00
	2	1164.10	1231.00
	3	1220.60	1290.80
	4	1281.30	1355.00
Asst Co-ord		1076.80	1138.70
Asst Co-ord Qual		1209.60	1279.20
Co-Ord OOSH	L1	1153.80	1220.10
Co-Ord LDC	L2	1172.00	1239.40
	L3	1221.00	1291.20
	L4	1269.70	1342.70
Co-Ord Qual OOSH		1409.70	1490.80
Co-Ord Qual LDC	L2	1437.80	1520.50
	L3	1476.70	1561.60
	L4	1525.50	1613.20

TABLE 1C**NEW WAGES - CHILD CARE CLASSIFICATIONS IN PRE-SCHOOLS**

Level	Step	Rate at 16/12/2022 \$ 2.53%	Rate at 16/12/2023 \$ 5.75%
CCW	1	911.10	963.50
	2	918.60	971.40
	3	925.80	979.00
	4	933.10	986.80
	5	942.10	996.30
ACCW	1	950.90	1005.60
	2	970.40	1026.20
	3	1000.20	1057.70
ACCWQ	1	1019.10	1077.70
	2	1121.40	1185.90
	3	1175.60	1243.20
	4	1234.30	1305.30
Asst Co-ord		1037.70	1097.40
Asst Co-ord Qual		1261.50	1334.00
Co-ord OOSH	L1	1116.30	1180.50
Co-Ord Pre-School	L2	1144.80	1210.60
	L3	1183.70	1251.80
	L4	1232.50	1303.40
Co-Ord Qual OOSH		1362.70	1441.10

Co-Ord Qual Pre-Sch	L2	1390.90	1470.90
	L3	1429.80	1512.00
	L4	1478.50	1563.50

TABLE 2**Additional Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount 16/12/2022 \$	Amount 16/12/2023 \$
1	10(ii)(a)	Broken Shift	83.50 Per week	88.30 Per week
			16.70 Per day	17.70 Per day
2	10(ii)(b)	Excess Fares	11.40	12.10
3	10(iii)	Uniform: Laundry Allowance	5.90	6.20
4	10(iv)	Cooks Uniforms: Laundry Allowance	9.60	10.20
5	10(vi)(a)	Qualification Allowance Commercial Cookery Basic Certificate	8.50	9.00
6	10(vi)(b)	Hotel & Restaurant Cookery Certificate	17.40	18.40
7	12(iv)	Meal Money	9.30	9.80
8	10(ix)	Authorised Supervisor	45.20 Weekly	47.80 Weekly
			9.10 daily	9.60 daily

Note: The rates at Table 1A, Table 1B, Table 1C and Table 2 reflect the adjustments made to the wage and wage related allowances of the awards listed in Annexure B to the orders made in the State Wage Case 2023.

3. This variation will take effect on and from the first full pay period commencing on or after 16 December 2023.

N. CONSTANT, *Chief Commissioner*
D. SLOAN, *Commissioner*
J. WEBSTER, *Commissioner*

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SECURITY INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 235028 of 2023)

Before Chief Commissioner Constant
 Commissioner Sloan
 Commissioner Webster

15 November 2023

VARIATION

1. Delete clause 5, Date the Award Starts, of the award published 24 September 2021 (390 I.G. 515) and insert in lieu thereof the following:

5. Date the Award Starts

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Security Industry (State) Award published 21 February 2020 (386 I.G. 620), as varied.

The changes made to the award pursuant to the State Wage Case 2023 pursuant to sections 50 and 52 of the *Industrial Relations Act* 1996 take effect on and from 16 April 2024.

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

2. Delete the year "2020" in paragraph 11.1.2 of clause 11, Wages and insert in lieu thereof the year "2023".
3. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Rates of Pay Per 38-Hour Week**

Classification	New rate per week SWC 2023 \$
Grade 1	942.30
Grade 2	971.00
Grade 3	988.60
Grade 4	1015.80
Grade 5	1050.30

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Rate Per Week from the first pay period to commence on or after 16 April 23 \$	Rate Per Shift from the first pay period to commence on or after 16 April 23 \$	Rate Per Week from the first pay period to commence on or after 16-Apr-24 \$	Rate Per Shift from the first pay period to commence on or after 16-Apr-24 \$
-	12.3	Leading Hand Allowance	Employees other than casuals	Casuals per shift (1/5th of the amount)	Employees other than casuals	Casuals per shift (1/5th of the amount)
1		up to 5 Employees	39.40	7.90	41.70	8.34
2		6 to 10 Employees	44.60	8.90	47.20	9.44
3		11 to 15 Employees	58.30	11.70	61.70	12.34
4		16 to 20 Employees	67.30	13.40	71.20	14.24
5		Over 20 Employees	67.30	13.40	71.20	14.24
6		for each Employee exceeding 20, extra	1.00	0.20	1.10	0.22
7	12.4	Relieving Officer	39.20		41.50	
8	12.5	First Aid Allowance - Industrial	Employees other than casuals	Casuals (1/5th of the amount per shift)	Employees other than casuals	Casuals (1/5th of the amount per shift)
			22.10	4.40	23.40	4.68
9	12.6	Gun Allowance	15.10	3.30	16.00	3.50
-	12.7	Locomotion Allowance				
10		12.7.1 Motor Vehicle/cycle	36.40		38.50	
11		12.7.2 Bicycle	4.00		4.20	
12	12.8	Meal Allowance	11.60		12.30	
13	12.9	Fares Allowance	9.90		10.50	
14	12.10	Overnight Meal Allowance	94.70		100.10	
15	12.11	Aviation Security Allowance	1.60		1.70	

4. This variation will take effect on and from the first full pay period commencing on or after 16 April 2024.

N. CONSTANT, *Chief Commissioner*
D. SLOAN, *Commissioner*
J. WEBSTER, *Commissioner*

(677)

SERIAL C9781**TRANSPORT INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 235060 of 2023)

Before Chief Commissioner Constant
 Commissioner Sloan
 Commissioner Webster

15 November 2023

VARIATION

1. Delete Clause 50, Area, Incidence and Duration, of the award published 29 July 2022 (392 I.G. 545) and insert in lieu thereof the following:

50. Area, Incidence and Duration

This award applies to employees of the classifications specified herein within the jurisdiction of the Transport Industry (State) Industrial Committee.

This award rescinds and replaces the Transport Industry (State) Award, published 20 April 2000 (315 I.G. 192 and reprinted 27 January 2012 (372 I.G. 855) and shall operate on and from the beginning of the first pay period to commence on or after 29 March 2022 and shall remain in force thereafter for a period of two years.

The changes made to the award pursuant to the State Wage Case 2023 pursuant to sections 50 and 52 of the *Industrial Relations Act 1996* take effect on and from 1 April 2024.

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

2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B**MONETARY RATES**

Table 1 - Wages (Clause 1.1 - General Rates)			
	Former Rate Per Week	SWC 2023 Increase	New Rate Per Week effective from the first full pay period on or after 1-Apr-24
	\$	%	\$
Transport Worker Grade One	889.58	5.75	940.70
Transport Worker Grade Two	914.88	5.75	967.50
Transport Worker Grade Three	932.46	5.75	986.10
Transport Worker Grade Four	947.88	5.75	1002.40
Transport Worker Grade Five	987.25	5.75	1044.00
Transport Worker Grade Six	997.14	5.75	1054.50
Transport Worker Grade Seven	1027.00	5.75	1086.10
Transport Worker Grade Eight	1088.42	5.75	1,151.00

Table 2 - Wages (Clause 1.2 Mobile Cranes &c., Rates)			
	Former Rate Per Week	SWC 2023 Increase	New Rate Per Week effective from the first full pay period on or after 1-Apr-24
	\$	%	\$
(i) Mobile Cranes			
Grade A	1079.99	5.75	1142.10
Grade B	1104.58	5.75	1168.10
Grade C	1128.77	5.75	1193.70
Grade D	1152.98	5.75	1219.30
Additional Amount	24.45	5.75	25.90
(ii) Mobile Hydraulic Platforms		5.75	
Grade A	985.32	5.75	1042.00
Grade B	990.76	5.75	1047.70
Grade C	1026.53	5.75	1085.60
Grade D	1051.22	5.75	1111.70
Grade E	1079.99	5.75	1142.10
Additional Amount	2.29	5.75	2.42
Grade F	1079.99	5.75	1142.10
(iii) Crane Offsider	107.99	5.75	114.20
(iv) Advanced Crane Offsider	1128.77	5.75	1193.70

Table 3 - Wages (Clause 1.3 - Ancillary Plant Drivers)			
	Former Rate Per Week	SWC 2023 Increase	New Rate Per Week effective from the first full pay period on or after 1-Apr-24
	\$	%	\$
Grade A	1003.76	5.75	1061.50
Grade B	1033.27	5.75	1092.70
Grade C	1050.85	5.75	1111.30
Grade D	1063.26	5.75	1124.40
Grade E	1073.38	5.75	1135.10
Grade F	1114.09	5.75	1178.20

Table 4 - Wages (Clause 1.4 - Mobile Concrete Pump Driver/Operators)			
	Former Rate Per Week	SWC 2023 Increase	New Rate Per Week effective from the first full pay period on or after 1-Apr-24
	\$	%	\$
Grade A	970.52	5.75	1,026.30
Grade B	990.76	5.75	1,047.70
Grade C	1026.53	5.75	1,085.60
Grade D	1051.22	5.75	1,111.70
Grade E	1079.99	5.75	1,142.10
Additional Amount	2.29	5.75	2.40

Table 5 - Wages (Clause 1.5 Furniture Removals)			
	Former Rate Per Week	SWC 2023 Increase	New Rate Per Week
	\$	%	\$
Furniture Removalist Offsider	898.73	5.75	950.40

Table 6 - Wages (Clause 1.6 - Chauffeurs)			
	Former Rate Per Week	SWC 2023 Increase	New Rate Per Week
	\$	%	\$
Chauffeurs/drivers of vehicles used for the purpose of carrying persons	897.05	5.75	948.60

Table 7 - Allowances					
Item No.	Clause No.	Brief Description	Former Rate	SWC 2023 Increase	New Rate effective from the first full pay period on or after 1-Apr-24
			\$	%	\$
1	2.1	Furniture Removals	39.25 per week	5.75	41.50 per week
2	2.2.1	Driving agitator trucks	0.76 per hour	5.75	0.80 per hour
3	2.2.1	Maximum Payment - agitator trucks	30.06 per week	5.75	31.80 per week
4	2.2.2	Delivery/placement of concrete rate	2.39 per week	5.75	2.50 per week
5	2.3	Leading Hands	47.46 per week	5.75	50.20 per week
6	2.4	Collecting Butcher Bones, Fat, etc.	9.89 per week	5.75	10.50 per week
7	2.5	Extra Horses	24.57 per horse	5.75	25.98 per horse
8	2.6	Working in Forests	31.01 per week	5.75	32.80 per week
9	2.7.1.2	Long/wide loads	2.39 per hour or part thereof	5.75	2.53 per hour or part thereof
10	2.7.1.2	Long/wide loads - minimum payments	9.89 per day	5.75	10.46 per day
11	2.7.1.3	Long/wide loads	4.65 per hour or part thereof	5.75	4.92 per hour or part thereof
12	2.7.1.3	Long/wide loads - minimum payment	18.36 per day	5.75	19.42 per day
13	2.7.2	Rear-end steering	6.67 per day	5.75	7.05 per day
14	2.7.2	Rear-end steering - minimum payment	26.84 per day	5.75	28.38 per day
15	2.8	HIAB cranes, etc.	43 per day	5.75	45.47 per day
16	2.9	Removal and Delivery of Furniture, etc.	7.87 per day	5.75	8.32 per day
17	2.1	Handling diapers - weekly employees	3.34 per week	5.75	3.55 per week
18	2.1	Handling diapers - casual employees	0.63 per day	5.75	0.67 per day
19	2.11	In charge of plant	23.03 per week	5.75	24.35 per week
20	2.12.1	Collecting moneys - > \$30 - \$150	7.38 per week	5.75	7.80 per week
21	2.12.2	Collecting moneys - > \$150 - \$250	10.38 per week	5.75	11.00 per week
22	2.12.3	Collecting moneys - > \$250 - \$400	15.02 per week	5.75	15.90 per week
23	2.12.4	Collecting moneys - > \$400 - \$600	21.95 per week	5.75	23.20 per week
24	2.12.5	Collecting moneys - \$600	29.22 per week	5.75	30.90 per week
25	2.13.1	Carrying goods - on the level	1.43 per tonne	5.75	1.51 per tonne
26	2.13.2	Carrying goods - upstairs	2.15 per tonne	5.75	2.27 per tonne
27	2.14	Carrying salt	1.43 per tonne	5.75	1.51 per tonne

28	2.15.1.1	Obnoxious materials - soda, ash, etc.	1.32 per hour	5.75	1.40 per hour
29	2.15.1.2	Obnoxious materials - oxides	0.95 per hour	5.75	1.00 per hour
30	2.15.2	Obnoxious materials - loading and unloading	1.32 per hour	5.75	1.40 per hour
31	2.15.3	Obnoxious materials - transportation	0.72 per hour	5.75	0.76 per hour
32	2.15.7	Obnoxious materials - blast furnaces, etc.	1.07 per hour	5.75	1.13 per hour
33	2.16	First Aid	3.21 per day	5.75	3.39 per day
34	2.17	Garaging	30.17 per week	5.75	31.90 per week

Table 8 - Travelling and Living Away Allowance (Clause 7)

Item No.	Clause No.	Brief Description	Former Rate	SWC 2023 Increase	New Rate effective from the first full pay period on or after 1-Apr-24
			\$	%	\$
1	7.4.3	Overnight Expenses	52.83 per day	5.75	55.87 per day
2	7.6	Weekend/Holiday Expenses	49.03 per day	5.75	51.85 per day
3	7.7	Camping out - weekly	113.89 per week	5.75	120.45 per week
4	7.7	Camping out - daily	16.47 per day	5.75	17.42 per day

Table 9 - Meal Allowances (Clause 8)

Clause No.	Brief Description	Former Amount	SWC 2023 Increase	New Rate effective from the first full pay period on or after 1-Apr-24
		\$	%	\$
8.2.1	Meal Allowance	16.09	5.75	17.02

Table 10 - Long Distance Rates (Clause 14)

Item No.	Classification	Former Amount	SWC 2023 Increase	New Rate effective from the first full pay period on or after 1 April 2024
		(cents/km)	%	(cents/km)
1	Transport Workers Grade 7 and below	41.79	5.75	44.19
2	Transport Workers Grade 8	43.72	5.75	46.23

Table 11 - Income Protection on Six Day Rosters - Saturday (Clause 3.2.1)

	Former Rate Per Week	SWC 2023 Increase	New Rate Per Week effective from the first full pay period on or after 1-Apr-24
	\$	%	\$
Transport Worker Grade One	718.07	5.75	759.40
Transport Worker Grade Two	743.25	5.75	786.00
Transport Worker Grade Three	760.59	5.75	804.30
Transport Worker Grade Four	775.15	5.75	819.70
Transport Worker Grade Five	814.79	5.75	861.60
Transport Worker Grade Six	824.06	5.75	871.40

Transport Worker Grade Seven	853.33	5.75	902.40
Transport Worker Grade Eight	914.17	5.75	966.70

Table 12 - Income Protection on Six Day Rosters - Sunday (Clause 3.2.2)

	Former Rate Per Week	SWC 2023 Increase	New Rate Per Week effective from the first full pay period on or after 1-Apr-24
	\$	%	\$
Transport Worker Grade One	800.57	5.75	846.60
Transport Worker Grade Two	828.52	5.75	876.20
Transport Worker Grade Three	847.89	5.75	896.60
Transport Worker Grade Four	864.77	5.75	914.50
Transport Worker Grade Five	908.13	5.75	960.40
Transport Worker Grade Six	919.09	5.75	972.00
Transport Worker Grade Seven	952.22	5.75	1007.00
Transport Worker Grade Eight	1019.91	5.75	1078.60

Table 13 - Income Protection on Seven Day Rosters - Saturday and Sunday (Clause 3.2.3)

	Former Rate Per Week	SWC 2023 Increase	New Rate Per Week effective from the first full pay period on or after 1-Apr-24
	\$	%	\$
Transport Worker Grade One	1074.59	5.75	1136.40
Transport Worker Grade Two	1112.16	5.75	1176.10
Transport Worker Grade Three	1138.18	5.75	1203.60
Transport Worker Grade Four	1160.81	5.75	1227.60
Transport Worker Grade Five	1219.10	5.75	1289.20
Transport Worker Grade Six	1233.81	5.75	1304.80
Transport Worker Grade Seven	1278.49	5.75	1352.00
Transport Worker Grade Eight	1369.07	5.75	1447.80

3. This variation takes effect on and from the first full pay period commencing on or after 1 April 2024.

N. CONSTANT, *Chief Commissioner*
D. SLOAN, *Commissioner*
J. WEBSTER, *Commissioner*

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