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NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

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NEW SOUTH WALES

**INDUSTRIAL GAZETTE**

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## **INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES**

### **PRESIDENT**

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Commissioner Mr J. D. STANTON

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<sup>†</sup>These Presidential members are also Judicial members of the Industrial Relations Commission of New South Wales in Court Session, established as a superior court of record pursuant to section 152 of the *Industrial Relations Act 1996*.

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### **INDUSTRIAL REGISTRAR**

Mr M. GRIMSON

### **ACTING DEPUTY INDUSTRIAL REGISTRAR**

Ms M. ANASTASI



(789)

SERIAL C7147

## BOOTMAKERS AND HEEL BAR OPERATIVES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 664 and 665 of 2009)

Before Commissioner Ritchie

6 August 2009

### VARIATION

1. Delete clause 5, State Wage Case Adjustments, of the award published 11 April 2008 (365 I.G. 433) and insert in lieu thereof the following:

#### 5. State Wage Case Adjustments

- (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
- (i) any equivalent overaward payments, and/or
  - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Wage Rates of Part B Monetary Rates and insert in lieu thereof the following:

**Table 1 - Wage Rates**

Group No.	Description	Total Wage \$
1	Heel Bar Operative	596.00
2	Boot or Shoe Repairer	617.40
3	Bespoke Bootmaker	633.50
4	Surgical Bootmaker	649.50

3. Delete Items 1 and 2 from Table 2 - Other Rates and Allowances of the said Part B and insert in lieu thereof the following:

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	4(ii)	Repair anatomical, surgical or orthopaedic boots or shoes	8.40 per week
2	11	Minimum loading Adult	3.70
		Junior	3.20



4. This variation shall take effect from the first full pay period commencing on or after 6 August 2009.

D.W. RITCHIE, Commissioner

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**BUSINESS EQUIPMENT MAINTENANCE (STATE) AWARD, THE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 775 of 2009)

Before Mr Deputy President Grayson

16 June 2009

**VARIATION**

1. Delete subclause (iv) of clause 3, Wages, of the award published 16 May 1997 (298 I.G. 531), and insert in lieu thereof the following:
  - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
    - (a) any equivalent overaward payments, and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Rates of Pay**

Classification	SWC 2007 Amount \$	SWC 2008 Adjustment \$	SWC 2008 Amount \$
Office Equipment Mechanic	618.20	24.70	642.90

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	SWC 2007 Amount \$	SWC 2008 Amount \$
1	3(ii)	Leading Hands - in charge of not less than three and not more than 10 employees in charge of 10 and not more than 20 employees in charge of more than 20 employees	28.30 p/wk 42.40 p/wk 53.80 p/wk	29.40 p/wk 44.10 p/wk 55.95 p/wk
2	8	Standing-by allowance	10.10 p/hr	10.50 p/hr
3	11(i)(ii)	Meal allowance	10.40 p/meal	11.00 p/meal
4	16(vi)(b)	Meal allowance included as reasonable expenses whilst travelling	10.40 p/meal	11.00 p/meal
5	16(vi)(b)	Additional meal allowance for evening meal whilst travelling	10.40 p/meal	11.00 p/meal

6	16(vi)(c)	Living away from home allowance	73.55 p/day	73.55 p/day
7	16(vi)(c)	Evening meal allowance paid in addition to living away from home allowance	14.50	15.30
8	29(v)	Laundry allowance	2.30 p/wk	2.40 p/wk

Note: These allowances are contemporary for expense related allowances as at 30 March 2009 and for work related allowances are inclusive of adjustment in accordance with the June 2008 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first pay period to commence on or after 5 June 2009.

J. P. GRAYSON *D.P.*

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**CLERICAL AND ADMINISTRATIVE EMPLOYEES (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 883 of 2009)

Before Commissioner Ritchie

6 August 2009

**VARIATION**

1. Delete subclause 7.4 of Clause 7 Payment of wages of the award published 17 March 2006 (358 I.G. 69), and insert in lieu the following:

The rates of pay in this award include the adjustments payable under State Wage Case 2009. These adjustments may be offset against:

- (i) any equivalent over award payments, and/or;
  - (ii) Award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B Monetary Rates and insert in lieu the following:

**PART B****MONETARY RATES****Table 1 - Adult Wages**

The following Minimum rates of wages shall take affect from the first pay period to commence on or after 6 August 2009.

Grade	Weekly Rate Pre SWC 2009 \$	SWC 2009 2.8%	Weekly Rate \$
1	586.10	2.8%	602.50
2	607.90	2.8%	624.90
3	642.90	2.8%	660.90
4	686.30	2.8%	705.50
5	749.30	2.8%	770.30

**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	Weekly Rate Pre SWC2009 \$	SWC 2009 2.8%	Weekly Rate \$
At 17 years of age	309.40	2.8%	318.05
At 18 years of age	382.30	2.8%	393.00
At 19 years of age	436.95	2.8%	449.20
At 20 years of age	515.90	2.8%	530.35

(b) All other junior employees

Age	Weekly Rate Pre SWC 2009 \$	SWC 2009 2.8%	Weekly Rate \$
Under 17 years of age	232.25	2.8%	238.75
At 17 years of age	290.75	2.8%	298.90
At 18 years of age	356.35	2.8%	366.35
At 19 years of age	404.05	2.8%	415.35
At 20 years of age	475.50	2.8%	488.80

**Table 3 - Telephone Canvassers (Other than For The Sale Of Goods)**

Classification	Weekly Rate pre SWC 2009 \$	SWC 2009 2.8%	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	562.70	2.8%	578.50	15.22	18.26

**Table 4 - Other Rates and Allowances**

Item No.	Clause	Brief Description	Amount \$
1	9.9.1	Saturday Loadings: Adult Employees under 21 years of age	17.25 11.65
2	10.3.2	Meal Money (shift Work)	12.90
3	13.1	Meal Allowance (Overtime)	12.90
4	13.5	Own Car Allowance: For vehicle 1,500cc and under For a vehicle over 1,500cc	95.25 117.70
5	13.5	Own Car allowance For use on a casual or incidental basis	0.63c per km
6	13.7	First-Aid Allowance	10.30

3. This variation shall take effect from the first pay period to commence on or after 6 August 2009.

D.W. RITCHIE, Commissioner

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(082)

SERIAL C7175

## CLERICAL AND ADMINISTRATIVE EMPLOYEES IN PERMANENT BUILDING SOCIETIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 883 of 2009)

Before Commissioner Ritchie

14 August 2009

### VARIATION

1. Delete subclause (xi) of clause 3, Classification Structure and Wages, of the award published 1 December 2000 (320 I.G. 789), and insert in lieu thereof the following:
  - (xi) State Wage Case Adjustments - The rates of pay in this award include the adjustments payable under the State Wage Case of 2009. These adjustments may be offset against:
    - (a) any equivalent over award payments; and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
  
2. Delete Part E, Monetary Rates and insert in lieu thereof the following:

### PART E

#### MONETARY RATES

**Table 1 - Wages**

Adults - The minimum rates of wages per week for adult employees shall be the rate of wages as set out below for the relevant grades:			
Grade	Former Weekly Rate \$	SWC 2009 2.8%	New Weekly Rate \$
Grade 1	587.60	2.8%	604.05
Grade 2	607.90	2.8%	624.90
Grade 3	642.90	2.8%	660.90
Grade 4	686.30	2.8%	705.50
Grade 5	749.30	2.8%	770.30

Juniors - Junior employees performing duties of an Adult Grade 3 employee:			
Age	Former Weekly Rate \$	SWC 2009 2.8%	Weekly Rate \$
At 17 years of age	309.40	2.8%	318.05
At 18 years of age	382.30	2.8%	393.00
At 19 years of age	436.95	2.8%	449.20
At 20 years of age	515.85	2.8%	530.30

All other junior employees -

Age	Former Weekly Rate \$	SWC 2009 %	Weekly Rate \$
Under 17 years of age	232.25	2.8%	238.75
At 17 years of age	290.75	2.8%	298.90
At 18 years of age	356.35	2.8%	366.35
At 19 years of age	404.05	2.8%	415.35
At 20 years of age	475.50	2.8%	488.90

**Table 2 - Other Rates And Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	4(iv)(a)(1)	Saturday Loadings - Adults Employees under 21 years of age	16.20 11.00
2	5(iii)(a) 17(vii)(e) 17(viii)(g)	Meal Money	12.90
3	5(iii)(b)	Meal Allowances	12.90
4	6 (iii)	Own Car Allowance Vehicle 1500 cc and under Vehicle over 1500 cc	120.05 per week 143.65 per week
5	6(iv)	Own Car Allowance - for use on a casual or incidental basis	0.63c per km
6	9(i)	Stand by/Call Back Allowance: Monday - Friday inclusive Weekends/Public Holidays	8.65 17.25
7	12(i)(a)	First Aid Allowance	10.30
8	14(i)	Training Allowance	3.95
9	19(iii)(b)(1)	Meal Allowance - shift work	12.90

3. This variation shall take effect from the first full pay period to commence on or after 18 August 2009.

D.W. RITCHIE, Commissioner

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(155)

SERIAL C7176

## CLERICAL AND ADMINISTRATIVE EMPLOYEES IN TEMPORARY EMPLOYMENT SERVICES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 883 of 2009)

Before Commissioner Ritchie

14 August 2009

### VARIATION

1. Delete Clause 10, Arbitrated Safety Net Adjustment of the award published 10 November 2000 (320 I.G. 56), and insert in lieu the following:

#### 10. Arbitrated Safety Net Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:

- (a) Any equivalent over award payments, and/or
  - (b) Award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete the amount of \$813.00 appearing in subclause (i) of clause 25, Exemptions, and insert in lieu thereof the following amount of \$836.00.
  3. Delete Part B Monetary Rates and insert in lieu the following:

### PART B

#### MONETARY RATES

**Table 1 - Rates of Pay**

The following minimum rates shall take effect from the beginning of the first full pay period to commence on or after 26 August 2009.

- (i) Adult Rates -

Grade	Former Weekly Rate  \$	SWC 2009 %	Weekly Rate  \$	Part-time Per Hour + Annual Leave 9% \$	Hourly + 15% + Annual Leave (1/12) \$
4	686.30	2.8%	705.50	20.25	23.15
3	642.90	2.8%	660.90	18.95	21.65
2	607.90	2.8%	624.90	17.90	20.50
1	586.10	2.8%	602.50	17.30	19.75



## (ii) Junior Rates -

Age	Former Weekly Rate \$	SWC 2009 2.8%	Weekly Rate \$	Part-time Per Hour + Annual Leave 9% \$	Hourly + 15% + Annual Leave (1/12) \$
Under 17 years of age	232.25	2.8%	238.75	6.85	7.85
At 17 years of age	290.75	2.8%	298.90	8.55	9.80
At 18 years of age	356.30	2.8%	366.30	10.50	12.00
At 19 years of age	404.05	2.8%	415.35	11.90	13.60
At 20 years of age	475.50	2.8%	488.80	14.00	16.00

## (iii) Junior Rates - Equivalent to Grade 3 or above

Age	Former Weekly Rate \$	SWC 2009 2.8%	Weekly Rate \$	Part-time Per Hour + Annual Leave 9% \$	Hourly + 15% + Annual Leave (1/12) \$
At 17 years of age	309.40	2.8%	318.05	9.10	10.45
At 18 years of age	382.30	2.8%	393.00	11.25	12.90
At 19 years of age	436.95	2.8%	449.20	12.90	14.75
At 20 years of age	515.85	2.8%	530.30	15.20	17.40

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	7(iii)(b)	Shift workers meal allowance - beyond 1 hour	12.90
2	7(iii)(b)	Shift workers meal allowance - beyond 5 hours	12.90
3	12(iii)(a)	Overtime meal allowance - after 6.00 p.m.	12.90
4	12(iii)(b)	Overtime meal allowance - after 10.00 p.m.	12.90
5	20(iv)	Travelling expenses - vehicles 1500cc and under	95.25
6	20(iv)	Travelling expenses - vehicles over 1500cc	117.70
7	20(v)	Use of motor car on casual/incidental basis	0.65c per km
8	30(i)	First-aid allowance	10.40

4. This variation shall take effect from the first full pay period to commence on or after 26 August 2009.

D.W. RITCHIE, Commissioner

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## CLERICAL AND ADMINISTRATIVE EMPLOYEES LEGAL INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 883 of 2009)

Before Commissioner Ritchie

6 August 2009

### VARIATION

1. Delete subclause (xv) of clause 3, Classification Structure and Salaries, of the award published 10 December 1999 (312 I.G. 703), and insert in lieu thereof the following:
  - (xv) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (i) any equivalent over award payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustment
2. Delete Part B Monetary Rates and insert in lieu the following:

### PART B

#### MONETARY RATES

**Table 1 - Salaries**

The following Minimum rates of wages shall take effect from the first full pay period to commence on or after 14 August 2009.

- (i) Adults

Grade	Weekly Rate
	\$
1	602.50
2	624.90
3	660.90
4	705.50
5	770.30

- (ii) Juniors - The minimum rates of wages per week for junior employees shall be as follows:
  - (a) Equivalent to grade 3 or above

Age	Rate Per Week
	\$
At 17 years of age	318.05
At 18 years of age	393.00

At 19 years of age	449.20
At 20 years of age	530.35

(b) All other junior employees:

Age	Weekly Rate
	\$
Under 17 years of age	238.75
At 17 years of age	298.90
At 18 years of age	366.30
At 19 years of age	415.35
At 20 years of age	488.80

Junior rates shall be calculated to the nearest five cents to any part of five cents not exceeding half of five cents is to be disregarded.

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Details	Amount \$
1	7 and 8 (iii)(b)	Meal Allowance	12.90
2	3(xi)	Saturday Loadings Adults Juniors	17.25 11.65
3	19(iii)	Own Car Allowance: For a vehicle 1,500cc For a vehicle over 1,500cc	95.25 117.75
4	19(iv)	Own Car Allowance: For use on a casual or incidental basis	0.65c per km

3. This variation shall take effect from the first pay period to commence on or after 14 August 2009.

D.W. RITCHIE, Commissioner

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(125)

SERIAL C7189

## CLERICAL AND ADMINISTRATIVE EMPLOYEES, HIRE CARS AND TAXIS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 883 of 2009)

Before Commissioner Ritchie

10 August 2009

### VARIATION

1. Delete subclause (x) of clause 9, Classification Structure and Wages, of the award published 4 August 2000 (317 I.G. 665) and insert in lieu thereof the following:
  - (x) The rates of pay in this award include the adjustments payable under State Wage Case 2009. These adjustments may be offset against:
    - (i) any equivalent over award payments and/or;
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments
2. Delete Part B Monetary Rates and insert in lieu the following:

### PART B

#### MONETARY RATES

**Table 1 - Wages**

The following Minimum rates of wages shall take effect from the first pay period to commence on or after 14 August 2009.

- (i) Adults

Grade	Weekly Rate Pre SWC 2009 \$	SWC 2009 2.8%	Weekly Rate \$
1	586.10	2.8%	602.50
2	607.90	2.8%	624.90
3	642.90	2.8%	660.90
4	686.30	2.8%	705.50
5	749.30	2.8%	770.30

Provided that no employee employed as at 11 August 1997 is to receive less pay as a result of regrading under this award. In the event that such regrading results in a lower grading, the present wage is to be maintained until overtaken by award increases.

Note: See Clause 11 to establish appropriate grading. The elements in clause 11 are to ensure that the appropriate grade is arrived at.

The new grading structure incorporates the previous telephonist and radio operator loadings.

The new grading structure also incorporates the supervisory and responsibility allowances that were paid under the previous award.

(ii) Juniors

The minimum rates of wages per week shall be as follows:

(a) Equivalent to grade 3 or above

Age	Weekly Rate Pre SWC 2009 \$	SWC 2009 2.8%	Weekly Rate \$
At 17 years of age	309.40	2.8%	318.05
At 18 years of age	382.30	2.8%	393.00
At 19 years of age	436.95	2.8%	449.20
At 20 years of age	515.90	2.8%	530.35

(b) All other junior employees

Age	Weekly Rate Pre SWC 2009 \$	SWC2009 2.8%	Weekly Rate \$
Under 17 years of age	232.25	2.8%	238.75
At 17 years of age	290.75	2.8%	298.90
At 18 years of age	356.35	2.8%	366.35
At 19 years of age	404.05	2.8%	415.35
At 20 years of age	475.50	2.8%	488.80

**Table 2 - Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	8(i)(a)	Shifts Rotating day, afternoon, night	40.50 per week
2	8(i)(b)	Shifts rotating day, afternoon	40.50 per week
3	8(i)(c)	Shifts rotating day, day afternoon	40.50 per week
4	8(i)(d)	Shifts rotating day, day, night	40.50 per week
5	8(i)(e)	Shifts rotating day, night	44.80 per week
6	8(i)(f)	Shift clerks working on a weekly shift system - Night, afternoon Night only Afternoon only Early morning shift	51.50
7	8(i)(g)	Any other combination of shifts	11.55 per shift
8	12(iii)(b)	Meal allowance for overtime worked - 2 hours or more After a further 4 hours	13.55 13.55
9	28(i)	First-aid Allowance	10.30

3. This variation shall take effect from the first pay period to commence on or after 14 August 2009.

D.W. RITCHIE, Commissioner

(131)

**SERIAL C7151****CLERICAL EMPLOYEES IN RETAIL (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 1158 of 2009)

Before Commissioner Bishop

18 August 2009

**VARIATION**

1. Delete subclause (vi) of clause 10 Classification Structure and Wages, of the award published 11 August 2000 (317 I.G. 778), and insert in lieu the following:
  - (vi) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (i) Any equivalent over award payments, and/or
    - (ii) Award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B Monetary Rates, and insert in lieu of the following:

**PART B****MONETARY RATES****Table 1 - Wages**

The following minimum rates of wages shall take effect from the first full pay period to commence on or after 18 August 2009.

- (i) Adults

Grade	Weekly Rate Pre SWC 2009 \$	SWC 2009 2.8%	Weekly Rate \$
1	586.10	2.8%	602.50
2	606.10	2.8%	623.10
3	642.90	2.8%	660.90

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	4(iii)(b)	Overtime/meal money Excess of 1 hour Excess of 5 hours	12.10 12.10
2	9(iii)	Casual Employees' Loadings for Certain Ordinary Hours (a) For engagements up to and including four hours (any length of engagement for Special and Confection Shops) Adult males and adult females Employees under 21 years of age	6.75 4.40

		(b) For engagements exceeding four hours (general shops only) Adult males and adult females Employees under 21 years of age	13.65 7.55
3	10 (iv)	First-aid attendant	1.75
4	10(v)	Extra language spoken	9.10
5	19	Meal Allowance Meal allowance/Sunday beyond 1 pm Meal allowances/late trading night	12.10 12.10
6	35 (ii)	Vehicle Allowances Bicycle Motorcycle Motor car - up to 2,000cc Motor car - up to 2,000 cc and over	11.40 per week 34.00 per week 118.35 per week 141.10 per week
7	35(ii)	Occasional Use of Own Car for Business up to 2,000cc 2,000 cc and over	0.55 per km 0.59 per km
8	35(iii)	Laundry Allowance Part-time and casual Maximum payment Articles made of nylon or similar material Part-time and casual Maximum payment	9.83 3.32 9.83 5.93 1.94 5.93

3. This variation shall take effect from the first full pay period to commence on or after 18 August 2009.

E. A. R. BISHOP, Commissioner

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**COMMUNITY PHARMACY (STATE) AWARD 2001**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 1062 and 1064 of 2008)

Before Commissioner Bishop

28 July 2008

**VARIATION**

1. Delete subclause 13.6, State Wage Case, of clause 13 Wages Per Week of 38 Hours, of the award published 15 February 2008 (364 I.G. 1210) and insert in lieu thereof the following:

## 13.6 State Wage Case

The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:

- (i) any equivalent overaward payments, and/or
  - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Wages of Part B, Monetary Rates and insert in lieu thereof the following:

**Table 1 - Wages**

Description	Total Rate per week \$
Pharmacist	814.40
Pharmacist after first year of experience	857.80
Experienced Pharmacist	897.00
Pharmacist In Charge	
Grade 1	918.70
Grade 2	940.40
Grade 3	983.80
Pharmacist Manager	
Grade 1	1,027.20
Grade 2	1,070.60
Grade 3	1,113.90
Pharmacist Trainee	
First 6 months	642.90
Second 6 months	668.90
Pharmacy Student	
First year of course	552.70
Second year of course	554.10
Third year of course	597.50



3. Delete Item Number 3 from Table 2 - Other Rates and Allowances of Part B, and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	15.5.2	Living Away from Home Allowance	10.02 per day

4. This variation shall take effect from the first full pay period commencing on or after 4 August 2008.

E. A. R. BISHOP, Commissioner

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**COMMUNITY PHARMACY (STATE) AWARD 2001**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 664 and 665 of 2009)

Before Commissioner Ritchie

6 August 2009

**VARIATION**

1. Delete subclause 13.6, State Wage Case, of clause 13 Wages Per Week of 38 Hours, of the award published 15 February 2008 (364 I.G. 1210) and insert in lieu thereof the following:

13.6 State Wage Case

The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:

- (i) any equivalent overaward payments, and/or
  - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Wages of Part B, Monetary Rates and insert in lieu thereof the following:

**Table 1 - Wages**

Description	Total Rate per week \$
Pharmacist	837.20
Pharmacist after first year of experience	881.80
Experienced Pharmacist	922.10
Pharmacist In Charge	
Grade 1	944.40
Grade 2	966.70
Grade 3	1,011.30
Pharmacist Manager	
Grade 1	1,056.00
Grade 2	1,100.60
Grade 3	1,145.10
Pharmacist Trainee	
First 6 months	660.90
Second 6 months	687.60
Pharmacy Student	
First year of course	568.20
Second year of course	569.60
Third year of course	614.20

3. Delete Item Number 3 from Table 2 - Other Rates and Allowances of Part B, and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	15.5.2	Living Away from Home Allowance	10.30 per day

4. This variation shall take effect from the first full pay period commencing on or after 6 August 2009.

D.W. RITCHIE, Commissioner

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**COTTON GINNING, &c., EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 1224 of 2009)

Before Commissioner Macdonald

28 August 2009

**VARIATION**

1. Delete subclause (3) of clause 2, Wages, of the award published 27 August 2004 (346 I.G. 138) and insert in lieu thereof the following:
  - (3) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (i) any equivalent over-award payments; and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Rates of Pay**

Classification	SWC 2008 Amount \$	SWC 2009 Adjustment 2.8%	SWC 2009 Amount \$
Ginner	642.90	18.00	660.90
Gin Machinery Operator Category 1 - who shall include Trainee Ginner, Storeperson 1, Grader Operator, Hyster Operator, Maintenance Person	614.90	17.20	632.10
Gin Machinery Operator Category 2 - who shall include, but not be limited to, Gin Assistant, Head Press, Pressperson, Bale Loader Operator, Storeperson 2, Moon Buggy Operator, Trash Person, Roller Operator, Forklift Operator, Container Loader Operator, Mote Press Operator	591.90	16.60	608.50
General Hand, who shall include but not be limited to, Bag Person, Press Hand, Cleaners/Sweepers, Suction Operation, Yard Cleaners, Yard Crew, General Labourer, Feeder Operator, Book Person	562.70	15.80	578.50

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	SWC 2008 Amount \$	SWC 2009 Amount \$
1	19(3)	Meal Allowance	7.15	7.50
2	20(2)	First-aid	2.20 per day/or shift	2.25 per day/or shift

"Note": These allowances are contemporary for expense related allowances as at 30 June 2009 and for work related allowances are inclusive of adjustment in accordance with the July 2009 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3 This variation shall take effect from the first full pay period to commence on or after 8 September 2009.

A. MACDONALD, Commissioner

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**COTTON GROWING EMPLOYEES (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 1225 of 2009)

Before Commissioner Macdonald

28 August 2009

**VARIATION**

1. Delete subclause (3) of clause 2, Rates of Pay, of the award published 30 March 2001 (323 I.G. 565) and insert in lieu thereof the following:
  - (3) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (a) any equivalent over-award payments; and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Rates of Pay**

Classification	SWC 2008 Amount \$	SWC 2009 Adjustment 2.8%	SWC 2009 Amount \$
Rural Tradesperson	642.90	18.00	660.90
Mechanical Equip. Operator -  Lister Operator, Service Truck Operator, Laser Operator, Scraper Operator, Excavator Operator, Blade Operator, Backhoe Operator, Mobile Crane Operator, Crane Driver, Storeperson Grade 1, Picker Mechanic, Grader Operator.	614.90	17.20	632.10
Field Equipment Operator - who shall include but not be limited to - Module Builder Tractor Operator, Truck Driver, Syphon Forklift Operator, Picker Operator, Storeperson Grade 2, Front-end Loader Operator, Rotobuck Operator, Spray Operator, Gas-rig Sled Operator, Farm Welder, Bug Checker, Neutron Probe Operator, Irrigation Machinery Operator, Roller Operator	591.90	16.60	608.50
Stick Pickers and Chippers *Not engaged on a weekly basis refer Item 1 of Table 2 of Part B.	552.70	15.50	568.20
General Farm Hand - includes but not limited to Irrigation Harvest Ground Crew.	562.70	15.80	578.50

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	SWC 2008 Amount \$	SWC 2009 Amount \$
1	2(1)(c)	Stick Pickers and Chippers (including 15% Casual Loading at Clause 5(2))	16.72	17.19
		Stick Pickers and Chippers engaged by the hour (including 15% Casual Loading at Clause 5 (2) and 1/12 holiday leave loading)	18.12	18.63
2	2(1)(d)	Cooks - minimum rate per week	667.20	685.90
3	2(1)(e)	Leading Hands per week	25.40	26.10
4	17(3)	Meal Allowance	11.10	11.65
5	21	First-aid Allowance p/day or shift	2.25	2.30

"Note": These allowances are contemporary for expense related allowances as at 30 June 2009 and for work related allowances are inclusive of adjustment in accordance with the July 2009 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 8 September 2009.

A. MACDONALD, Commissioner

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**CROWN EMPLOYEES (NSW POLICE FORCE (NURSES')) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses' Association, Industrial Organisation of Employees.

(No. IRC 1276 of 2009)

Before The Honourable Justice Boland, President

1 September 2009

**VARIATION**

1. Delete clause 2, Further Claims, of the award published 3 March 2006 (357 I.G. 698) and insert in lieu thereof the following:

**2. No Further Claims**

The Association undertakes not to pursue any further salary or conditions claims prior to 1 July 2010.

2. Delete the words "Crown Employees (Public Service Conditions of Employment) Award 2002" in paragraph 1 and paragraph 2, of clause 9, Travelling Time, and insert in lieu thereof the following:

Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2006.

3. Delete subclause 15.3 of clause 15, Leave Generally, and insert in lieu thereof the following:
- 15.3 Where this award is silent, the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2006 will apply.
4. Delete clause 21, Other Conditions of Employment, and insert in lieu thereof the following:

**21. Other Conditions of Employment**

Where this award is silent the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment Award 2006 will apply.

5. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Salaries**

Registered Nurse	3.9% FFPP 01/07/08 \$	3.9% FFPP 01/07/09 \$
1 <sup>ST</sup> Yr	876.30	910.50
2 <sup>ND</sup> Yr	924.50	960.60
3 <sup>RD</sup> Yr	972.20	1,010.10
4 <sup>TH</sup> Yr	1,023.30	1,063.20
5 <sup>TH</sup> Yr	1,074.00	1,115.90
6 <sup>TH</sup> Yr	1,124.20	1,168.00



7 <sup>TH</sup> Yr	1,182.00	1,228.10
8 <sup>TH</sup> Yr	1,231.20	1,279.20
Clinical Nurse Specialist		
1 <sup>ST</sup> Yr and there after	1,281.50	1,331.50
Clinical Nurse Consultant		
1 <sup>ST</sup> Yr and there after	1,575.60	1,637.00

Incremental Progression - The payment of an increment is subject to the satisfactory conduct of, and the satisfactory performance of duties by, the officer, as determined by the Commissioner of Police.

**Table 2 - Allowances**

Item No.	Clause No.	Description	3.9% FFPP 01/07/08 \$	3.9% FFPP 01/07/09 \$
1	3	Team leader Allowance per shift	21.40	22.23
2	7.8	On-call allowance during a meal break	10.78	11.20
3	18	Clothing allowance per week	7.50	7.50

6. This variation shall take effect on and from 1 September 2009.

R. P. BOLAND J, *President*

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**CROWN EMPLOYEES (NSW TAFE COMMISSION -  
ADMINISTRATIVE AND SUPPORT STAFF CONDITIONS OF  
EMPLOYMENT) AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1185 of 2009)

Before Commissioner Bishop

27 August 2009

**VARIATION**

1. Insert in numerical order in clause 1, Arrangement of the award published 31 July 2009 (368 I.G.793), the following new clause number and subject matter:

72A. Purchased Leave

2. Insert after clause 72, Personal Carers Leave, the following new clause:

**72A. Purchased Leave**

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

- (1) Each application will be considered subject to operational requirements and personal needs and will take into account NSW TAFE Commission business needs and work demands.
- (2) The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- (3) The leave will count as service for all purposes.

- (b) The purchased leave will be funded through the reduction in the staff member's ordinary rate of pay.

- (1) Purchased leave rate of pay means the rate of pay a staff member receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.
- (2) To calculate the purchased leave rate of pay, the staff member's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.

- (c) Purchased leave is subject to the following provisions:

- (1) The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
- (2) Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.
- (3) Sick leave cannot be taken during a period of purchased leave.
- (4) The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.

- (5) Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the staff member's hourly rate based on the ordinary rate of pay.
  - (6) Higher Duties Allowance will not be paid when a period of purchased leave is taken.
  - (d) Specific conditions governing purchased leave may be amended from time to time by the Director of Public Employment in consultation with the Association. NSW TAFE Commission may make adjustments relating to their salary administration arrangements.
3. This variation shall take effect from 27 August 2009.

E. A. R. BISHOP, Commissioner

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(061)

SERIAL C7191

**CROWN EMPLOYEES (POLICE OFFICERS - 2008) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Police Association of New South Wales, Industrial Organisation of Employees.

(No. IRC 1306 of 2009)

Before The Honourable Justice Marks

9 September 2009

**VARIATION**

1. Delete the words " or returning from suspension" from subclause (xii) of clause 56, Competency Based Incremental Progression, and from subclause (ix) of clause 65, Competency Based Incremental Progression, and delete the comma before "Workers" of the award published 29 August 2008 (366 I.G. 502) and insert in lieu thereof the following:

"and"

2. Insert after subclause (xii) of clause 56, the following new subclause (xiii) and renumber existing subclauses accordingly:

(xiii) Effect of suspension

- (a) When suspended with pay, a Non-Commissioned Officer will be paid at the rate of pay for the officer's, level as at the commencement of the suspension.
- (b) A suspended Non Commissioned Officer is not entitled to incremental progression.
- (c) Where a non Commissioned Officer who was suspended without pay ceases to be suspended and continues as a Police Officer, the officer will be paid for the period of suspension at the officer's rate of pay for the officer's level as at the commencement of the suspension, less any hardship payments that have been paid to the officer.
- (d) Where a non Commissioned Officer ceases to be suspended and continues as a Police Officer, the officer has six months in which to comply with the requirements of this clause 56 to achieve increment progression for which the officer would have been eligible if not suspended. Where the requirements are met, the officer will be paid increment entitlements effective from the officer's incremental date, or, dates and the officer will be eligible for the next increment on the officer's next increment date.
- (e) Where an officer does not achieve incremental progression in accordance with subclause (xiii) (d), the officer will remain at the officer's then level until they achieve the requirements for incremental progression. On achieving the requirements for incremental progression the officer will move to the next level and the date of that change will become the officer's new incremental date for all future progression. An officer progressing in accordance with this subclause will not be entitled to any incremental back pay.
- (f) An officer will be given appropriate training in order to achieve increment progression. Any subsequent failure to meet incremental progression requirements will require the officer to undergo appropriate remedial training.

3. Insert after subclause (ix) of clause 65, the following new subclause (x) and renumber existing subclauses accordingly:
- (x) Effect of suspension
- (a) When suspended with pay, a Commissioned Officer will be paid at the rate of pay for the officer's level as at the commencement of the suspension.
  - (b) A suspended Commissioned Officer is not entitled to incremental progression
  - (c) Where a Commissioned Officer who was suspended without pay ceases to be suspended and continues as a Police Officer, the officer will be paid for the period of suspension at the officer's rate of pay for the officer's level as at the commencement of the suspension, less any hardship payments that have been paid to the officer.
  - (d) Where a Commissioned Officer ceases to be suspended and continues as a Police Officer, the officer has six months in which to comply with the requirements of this clause 65 to achieve increment progression for which the officer would have been eligible if not suspended. Where the requirements are met, the officer will be paid increment entitlements effective from the officer's incremental date, or, dates and the officer will be eligible for the next increment on the officer's next increment date.
  - (e) Where an officer does not achieve incremental progression in accordance with subclause (x) (d), the officer will remain at the officer's then level until they achieve the requirements for incremental progression. On achieving the requirements for incremental progression the officer will move to the next level and the date of that change will become the officer's new incremental date for all future progression. An officer progressing in accordance with this subclause will not be entitled to any incremental back pay.
  - (f) An officer will be given appropriate training in order to achieve increment progression. Any subsequent failure to meet incremental progression requirements will require the officer to undergo appropriate remedial training.
4. This variation shall take effect on and from 9 September 2009.

F. MARKS *J*

**DRUG FACTORIES (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 664 and 665 of 2009)

Before Commissioner Ritchie

6 August 2009

**VARIATION**

1. Delete subclause (a) of clause 4, Arbitrated Safety Net Adjustment, of the award published 29 August 2008 (366 I.G. 574), and insert in lieu thereof the following:
  - (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Wages of Part B, Monetary Rates and insert in lieu thereof the following:

**Table 1 - Wages**

Item No.	Classification	Base Rate (Includes 2008 SWC) \$	SWC 2009 Per Week \$	Total Rate Per Week \$
<b>DIVISION I -</b>				
1	Chief Chemist	703.10	19.70	722.80
2	Research Chemist	662.65	18.55	681.20
3	Analytical and/or Process Chemist	631.50	17.70	649.20
4	Trainee Chemist - First year of adult service Second year of adult service Third year of adult service	578.55 595.60 612.75	16.20 16.70 17.15	594.75 612.30 629.90
5	Laboratory Assistant	586.85	16.45	603.30
<b>DIVISION II -</b>				
6	Pill Making	591.05	16.55	607.60
7	Pill and Tablet Making	591.05	16.55	607.60
8	Manufacturing complex Pharmaceuticals involving a chemical change	591.05	16.55	607.60
9	Granulating (hand, Machine and/or hot table)	591.05	16.55	607.60
<b>DIVISION III -</b>				
10	Tablet Compressing	584.70	16.35	601.05
11	Hydrogen Peroxide	584.70	16.35	601.05
12	Spirit recovery still operator	584.70	16.35	601.05
13	Spiritous percolating	584.70	16.35	601.05
14	Nail Lacquer	584.70	16.35	601.05
15	Manufacturing empty hard Gelatine capsules	584.70	16.35	601.05
16	Machine attendant	584.70	16.35	601.05

DIVISION IV -				
17	Fluid Magnesia	580.00	16.25	596.25
18	Emulsions (cod liver oil and paraffin types)	580.00	16.25	596.25
19	Toothpaste	580.00	16.25	596.25
20	Ointments	580.00	16.25	596.25
21	Cosmetics for Males and Females	580.00	16.25	596.25
22	Perfumes	580.00	16.25	596.25
23	Creams	580.00	16.25	596.25
24	Lotions and repellents	580.00	16.25	596.25
25	Hair Sprays	580.00	16.25	596.25
26	Hair oils and hair tints	580.00	16.25	596.25
27	Manufacturing pharmaceuticals not otherwise provided for	580.00	16.25	596.25
28	Bottle Checker and Sorter	580.00	16.25	596.25
29	Filling raw materials, partly processed materials &/or finished products into bulk receptacles for subsequent processing	580.00	16.25	596.25
		580.00	16.25	596.25
		580.00	16.25	596.25
30	Manufacture for any of the above items for aerosol packs	580.00	16.25	596.25
DIVISION V -				
31	Laboratory Attendant	570.45	15.95	586.40
32	Household chemicals, cleaners and detergents	570.45	15.95	586.40
33	Bottle washer (by hand or machine)	570.45	15.95	586.40
34	Quality Inspector	570.45	15.95	586.40
35	APC and Seiditz powder machine operator	570.45	15.95	586.40
36	Filling and finishing retail packs up to transfer point from factory end of line packaging departments to warehouse and dispatch departments	570.45	15.95	586.40
		570.45	15.95	586.40
		570.45	15.95	586.40
37	Cutting, filling or sealing Ampoules	570.45	15.95	586.40
38	All other employees not otherwise provided for	570.45	15.95	586.40

3. Delete Items 1, 2, 3, 4, 5, 6, 8 and 9 of Table 2 - Other Rates and Allowances, of the said Part B and insert in lieu thereof the following:

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	3(d)(i)	Junior trainee lab assistant who undertake an appropriate certificate course	1.91 per week
2	3(d)(ii)	Senior hands	5.45 per week
3	3(d)(iii)	Charge Hands Allowance:	
		In charge of 1 to 5 employees	21.20 per week
		In charge of 6 to 10 employees	25.30 per week
		In charge of more than 10 employees	30.60 per week
4	3(d)(iv)	Employees appointed as checkers	4.60 per week
5	15(e)(i)	Engaged on morning or afternoon shifts	16.81 per shift
6	15(e)(ii)	Engaged on night shifts	22.64 per shift
8	28(f)	Required to perform work of an unusually Dirty, dusty and/or offensive nature or Temperatures of abnormal heat/cold	0.50 per hour
9	28(q)	Appointed as first-aid attendant	3.06 per day or shift

4. Delete Part C, Industry/Skill Level Rates and insert in lieu thereof the following:

## PART C

### INDUSTRY/SKILL LEVEL RATES

**Table 1 - Industry Skill Level A**

Where the accredited training course and work performed are for the purposes of generating skills which have been defined for work at industry/skill level A.

	Highest Year of Schooling Completed		
	Year 10	Year 11	Year 12
School Leaver	253.00	279.00	335.00
Plus 1 year out of school	279.00	335.00	390.00
Plus 2 years	335.00	390.00	453.00
Plus 3 years	390.00	453.00	518.00
Plus 4 years	453.00	518.00	
Plus 5 years	518.00		

The average proportion of time spent in Structured Training which has been taken into account in setting the above rate is 20 per cent.

**Table 2 - 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 industry/skill level B.

	Highest Year of Schooling Completed		
	Year 10	Year 11	Year 12
School Leaver	253.00	279.00	324.00
Plus 1 year out of school	279.00	324.00	373.00
Plus 2 years	324.00	373.00	438.00
Plus 3 years	373.00	438.00	500.00
Plus 4 years	438.00	500.00	
Plus 5 years	500.00		

The average proportion of time spent in Structured Training which has been taken into account in setting the above rate is 20 per cent.

**Table 3 - Industry/Skill Level C**

Where accredited training course and work performed are for the purposes of generating skills which have been defined for work at industry/skill level C.

	Highest Year of Schooling Completed		
	Year 10	Year 11	Year 12
School Leaver	253.00	279.00	321.00
Plus 1 year out of school	279.00	321.00	362.00
Plus 2 years	321.00	362.00	403.00
Plus 3 years	362.00	403.00	451.00
Plus 4 years	403.00	451.00	
Plus 5 years	451.00		

The average proportion of time spent in Structured Training which has been taken into account in setting the above rate is 20 per cent.



5. Delete sub-subparagraph (ii) of subparagraph (b) of paragraph (vi) of subclause (f) Wages, of clause 42, Training Conditions, and insert in lieu thereof the following:

- (ii) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications.

Industry/skill Level	First Year of Traineeship	Second Year of Traineeship
Industry/skill Level A	538.00	558.00
Industry/skill Level B	518.00	538.00
Industry/skill Level C	469.00	486.00

6. This variation shall take effect from the first full pay period to commence on or after 11 September 2009.

D.W. RITCHIE, Commissioner

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**FISH AND FISH MARKETING (STATE) CONSOLIDATED AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 1226 of 2009)

Before Commissioner Macdonald

28 August 2009

**VARIATION**

1. Delete subclause (vi) of clause 3, Rates of Pay, of the award published 8 December 2000 (320 I.G. 1139) and insert in lieu thereof the following:
  - (vi) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (a) any equivalent over-award payments; and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Rates Of Pay**

Classification	SWC 2008 Amount \$	SWC 2009 Adjustment 2.8%	SWC 2009 Amount \$
Working Depot Foreperson 10+	650.90	18.20	669.10
Working Depot Foreperson - other	634.30	17.80	652.10
Hands Unloading from boats	613.60	17.20	630.80
Fork Lift Operator	604.40	16.90	621.30
Recorder	593.30	16.60	609.90
General Hand	582.50	16.30	598.80
Process Worker	569.30	15.90	585.20

**Table 2 - Other Rates and Allowances**

Item No	Clause No	Brief Description	SWC 2008 Amount \$	SWC 2009 Amount \$
1	2(vii)	Hours(Change of)	10.45 per day	10.75 per day
2	3(iii)	Pulling Ice	2.25 per day	2.30 per day
3	3(iv)	Selling Fish	15.10 per week	15.50 per week
4	3(v)	Ice-making operator	15.10 per week	15.50 per week
5	13	Meal Allowance - more than one hour's Overtime	10.50 per meal	11.00 per meal
6	13	Meal Allowance - more than four hour's Overtime	10.50 per meal	11.00 per meal
7	25	First-Aid Allowance	2.50 per day or shift	2.55 per day or shift

"Note": These allowances are contemporary for expense related allowances as at 30 June 2009 and for work related allowances are inclusive of adjustment in accordance with the July 2009 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 8 September 2009.

A. MACDONALD, Commissioner

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## FRUIT PACKING HOUSES EMPLOYEES (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 1227 of 2009)

Before Commissioner Macdonald

28 August 2009

### VARIATION

1. Delete subclause (B) of clause 2, Rates of Pay, of the award published 10 November 2000 (320 I.G. 31) and insert in lieu thereof the following:
  - (B) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (i) any equivalent over-award payments; and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
  
2. Delete Section 1 - Adult Employees, of Table 1 - Wages, and Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and insert in lieu thereof the following:

#### SECTION 1 - ADULT EMPLOYEES

Classification	SWC 2008 Amount \$	SWC 2009 Adjustment 2.8%	SWC 2009 Amount \$
Senior Classer (dried fruits) (95%)	619.20	17.30	636.50
General Hand - Class (II) An employee whose duties include: classer (dried fruits), blender and/or Typer (dried fruits), weigher-in, sweat lumper (93%)	610.50	17.10	627.60
General Hand Class (I) i.e. Packer (experienced), Packer, tray pack and cell pack, Grader or sorter, Pulling away from front door to stacks and/or from stacks to feeding hoppers, Dipper (hot), Cool Store Hand (i.e. a person who is engaged for at least 50 per cent of his/her time in any one day in cool store chamber), Employee bringing fruit from and putting fruit into cool store chambers, Handling and/or stacking 25 kg to 27 kg boxes, Repairing boxes, crates, sweats, cases or trays, Nailer down, Wirer, Operator - crimper machine, Operator of press (both ends), Operator of circular saw, Steaming and/or cleaning down machinery, Washing stacking loading and/or dipping sweat boxes, General Labourer not elsewhere classified (83%)	567.10	15.90	583.00
Boxmaker, Maintenance Worker in charge of machinery, Fork Lift Driver or driver of power trolley tow motor or other power-propelled vehicle, Boiler Attendant, Furnace Attendant (90.5%)	599.70	16.80	616.50

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	SWC 2008 Amount \$	SWC 2009 Amount \$
1	2(A)(ii)	Leading Hand - 3 to 8 employees	18.75 p/wk	19.30 p/wk
2	2(A)(ii)	Leading Hand- 9 or more employees	26.20 p/wk	26.95 p/wk
3	15	Meal Allowance - 1 ½ hours overtime	8.65	9.10
4	15	Meal Allowance - Overtime notified but not required	8.65	9.10
5	16(ii)	Travel Allowance - Overnight Stay	72.95	72.95
6	16(ii)	Meal Allowance - Overnight Stay	8.65	9.10
7	17	Wet Work	3.05	3.15
8	24(ii)	First -Aid	1.90	1.95

"Note": These allowances are contemporary for expense related allowances as at 30 June 2009 and for work related allowances are inclusive of adjustment in accordance with the July 2009 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after the 8 September 2009.

A. MACDONALD, Commissioner

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**GRADUATE-AT-LAW (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 883 of 2009)

Before Commissioner Ritchie

6 August 2009

**VARIATION**

1. Delete subclause (ii) of Clause 3, Salary, of the award published 16 June 2000 (316 I.G. 552), and insert in lieu thereof the following:
  - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (a) Any equivalent over award payments, and/or
    - (b) Award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 1 - Wages**

The following minimum rates of wages shall take effect from the first full pay period to commence on or after 14 August 2009.

Classification	Former Amount Per Annum \$	SWC 2009 2.8% increase Per Annum \$	Total Rate Per Annum \$
Graduate-at-Law	29,590.40	828.50	30,418.90

3. This variation shall take effect from the first full pay period to commence on or after 14 August 2009.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

# HIGHER SCHOOL CERTIFICATE AND SCHOOL CERTIFICATE MARKING AND RELATED CASUAL EMPLOYEES RATES OF PAY AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Teachers Federation, Industrial Organisation of Employees.

(Nos. IRC 2352 of 2008 and 783 of 2009)

Before The Honourable Justice Walton, Vice-President

3 July 2009

## AWARD

This award is arranged as follows.

### Section 1 - The Award

Clause No.	Subject Matter
1.	Award Title
2.	Intention
3.	Definitions

### Section 2 - Conditions of Marking and Related Matters

4.	HSC Marking Procedures
5.	Marking of Written Papers
6.	Privacy

### Section 3 - Conditions of Employment

7.	Duties of Marking, Advice Line and Inquiry Centre Staff
8.	Hours of Work
9.	Provision of Facilities
10.	Recruitment and Appointment of Marking Staff
11.	Termination of Services
12.	Qualifications
13.	Reporting of Performance
14.	Family Leave Provisions

### Section 4 - Rates of Pay and Allowances

15.	Rates of Pay and Allowances
16.	Deduction of Unions' Membership Fees
17.	Superannuation
18.	Salary Sacrifice to Superannuation

### Section 5 - Award Compliance and Related Matters

19.	Nomination of Unions' Representatives
20.	Dispute Resolution Procedures
21.	No Further Claims
22.	Anti-Discrimination

- 23. Occupational Health and Safety
- 24. Area Incidence and Duration

#### Schedule 1

- Table 1 - Weekday, Weekday Supplementary,  
Weeknight/Saturday and Sunday Rates
- Table 2 - Domestic and Corporate Per Unit Marking Rates
- Table 3 - Languages Other Than English (LOTE) Examiners  
Hourly Rates
- Table 4 - Other Rates and Allowances
- Table 5 - Hourly Rates to Apply to Corporate On-screen  
Marking

### SECTION 1 - THE AWARD

#### 1. Title

This award shall be known as the (Higher School Certificate and School Certificate Marking and Related Casual Employees) Rates of Pay and Conditions Award.

#### 2. Intention

- 2.1 This award accommodates employee related savings reforms agreed by the parties relating to On-screen Marking, Per Unit Rates of Pay, Travel and Motor Vehicle Allowances and Minimum Hours of Payment.
- 2.2 The parties to the award will undertake a joint review of the extended pilot of on-screen marking, to be concluded no later than March 2010. The review will consider:
  - (a) the level of employee related savings actually achieved in 2009 by the measures proposed above against 2008 costs for increases in rates of pay and allowances above the 2.5% per annum government funded increase provided for by the NSW Public Sector Wages Policy 2007;
  - (b) the impact, if any, on the effectiveness or the quality of marking of the proposed reforms implemented in 2009;
  - (c) the impact, if any, of the proposed reforms on the working conditions of markers, including Occupational Health and Safety.

#### 3. Definitions

- 3.1 "the Act" means the *Public Sector Employment and Management Act 2002*.
- 3.2 "Assistant Officer in Charge HSC Inquiry Centre" means a person employed as such to assist the Director, or delegate, in the supervision of the HSC Inquiry Centre.
- 3.3 "Assistant Supervisor of Marking" means a person employed as such to assist the Supervisor of Marking.
- 3.4 "Board" means the Board of Studies, a statutory body corporate established by Section 99 of the *Education Act 1990*.
- 3.5 "Chief Executive" means the person holding or acting in the position of Department Head of the Office of the Board of Studies.
- 3.6 "Corporate marking" means the marking, pilot marking, briefing, standards setting and other activities associated with HSC examination and SC test responses, whether written or other, carried out at centres designated by the Chief Executive during the day and night.



- 3.7 "Director " means the person holding or acting in the Senior Executive position appointed with responsibility for the School Certificate and Higher School Certificate programs pursuant to Section 17 of the *Public Sector Employment and Management Act 2002*.
- 3.8 "Discrepant" means a difference in the marks allocated to a student's examination response which has been double marked which exceeds the parameters set out in clause 4.2 of this award. For questions where a single mark is awarded by each examiner, two marks are discrepant if their difference is equal to or greater than a fixed proportion of the maximum mark value of the question.
- 3.9 "Domestic Marker" means a person employed as such to undertake a program of marking of the HSC/SC and paid by the number of scripts marked, with additional payment on an hourly basis for briefing and pilot marking.
- 3.10 "Domestic Marking" means the marking, pilot marking, briefing, standards setting and other activities associated with HSC examination and SC test responses, whether written or other, where the responses are collected by or delivered to the markers to mark in their own time, and at individual locations.
- 3.11 "Double Marking" means a process where two markers make independent judgements concerning the relative merit of a student's examination response and each allocates a mark in accordance with the approved marking scheme and with each marker being unaware of the mark allocated by the other marker.
- 3.12 "Employees" means Markers, Domestic Markers, Senior Markers, Assistant Supervisors of Marking, Supervisors of Marking, HSC Advice Line Subject Coordinators, HSC Advice Line Advisers, Assistant Officer-in-Charge Inquiry Centre, Inquiry Officers, LOTE Examiners, LOTE Casuals and HSC Advice Line Operational Managers.
- 3.13 "HSC" means the Higher School Certificate examination.
- 3.14 "HSC Advice Line Adviser" means a person employed as such to provide advice to students at the HSC Advice Line.
- 3.15 "HSC Advice Line" means the telephone advisory service operating in the weeks immediately prior to and during the HSC examination period to offer HSC students advice and information from highly qualified teachers casually employed by the Office of the Board of Studies for that purpose.
- 3.16 "HSC Advice Line Staff" means persons employed in the classifications of HSC Advice Line Adviser, HSC Advice Line Subject Coordinator and HSC Advice Line Operations Manager.
- 3.17 "HSC Advice Line Subject Coordinator" means a person employed as such to coordinate the work of HSC Advice Line Advisers in specific HSC subjects, courses or parts of courses at the HSC Advice Line.
- 3.18 "HSC Advice Line Operational Manager" means a person employed as such to manage the HSC Advice Line.
- 3.19 "HSC Inquiry Centre" means the HSC telephone inquiry service which operates following the release of HSC results and is staffed by Inquiry Officers and the Assistant Officer-in-Charge HSC Inquiry Centre.
- 3.20 "HSC Inquiry Centre Staff" means persons employed in the classifications of Inquiry Officer and the Assistant Officer in Charge HSC Inquiry Centre.
- 3.21 "Inquiry Officer" means a person employed as such to answer inquiries from students at the HSC Inquiry Centre.
- 3.22 "Itinerant marking" means the marking, pilot marking, briefing, standards setting and other activities associated with HSC examination and SC test responses, whether written or other, which occurs at various successive locations and where the markers travel between these decentralised locations at which the responses are produced or held.

- 3.23 "Languages other than English (LOTE) Examiner" means a person employed as such released from their normal teaching duties while on full pay during the normal working day, to conduct speaking and listening skills examinations in languages other than English at schools, colleges or special examination centres designated by the Chief Executive for students other than those being taught as part of the Examiner's normal teaching duties. LOTE Examiners do not assign marks.
- 3.24 "Languages other than English (LOTE) Casual" means a person employed as such (who is not normally employed in a teaching position for which paid relief is provided) to conduct speaking and listening skills examinations in languages other than English at schools, colleges or special examination centres designated by the Chief Executive. LOTE Casuals do not assign marks.
- 3.25 "Marker" means a person employed as such for the purpose of Corporate marking or Itinerant marking.
- 3.26 "Marking Staff" means all persons employed in the classifications of Markers, Senior Markers, Assistant Supervisors of Marking and Supervisors of Marking.
- 3.27 "On-screen Marking" means the marking of examination responses provided to Marking Staff or Domestic Markers via the internet or a computer network.
- 3.28 "Paid Relief" means the reimbursement made to a school, college or school system to cover the employment of a replacement teacher to replace the teacher involved in marking or the Languages other than English (LOTE) Examiner conducting languages other than English examinations (as per definition), with the intention that the reimbursement made is to enable a replacement teacher to perform the normal duties of the teacher involved in marking or the teacher conducting languages other than English examinations.
- 3.29 "Parties" means the Chief Executive and the unions.
- 3.30 "SC" means the School Certificate tests.
- 3.31 "Senior Marker" means a person employed as such to undertake marking as required and to supervise a team of markers under the direction of the Supervisor of Marking and the Assistant Supervisor of Marking.
- 3.32 "Supervisor of Marking" means a person employed as such to manage the marking operation in particular subjects, courses or parts of courses as determined by the Chief Executive.
- 3.33 "Unions" means the New South Wales Teachers Federation, the National Tertiary Education Industry Union of New South Wales and the New South Wales Independent Education Union.

## **SECTION 2 - CONDITIONS OF MARKING AND RELATED MATTERS**

### **4. HSC Marking Procedures**

- 4.1 Double Marking shall be used for questions which require an extended response such as essays, creative writing and responses to literature and will be used in all subjects where double marking was applied in the 1998 HSC.
- 4.2 The identification of discrepant marks will be made in accordance with the following parameters:
- (a) For questions where a single mark is awarded by each examiner - where the difference between the two examiners' marks is equal to or greater than one-third of the range of marks allocated to the question.
  - (b) Where the mark awarded for the question comprises marks awarded to a number of part questions - where the difference between the total mark awarded for the question by each examiner is equal to or greater than one-quarter of the range of marks.

- 4.3 Where marks for a student's examination response are found to be discrepant pursuant to clause 4.2, the student's examination response will undergo a third independent marking.
- 4.4 The parties to the award agree to consult in relation to the application of double marking and discrepant marking prior to each marking period.

### **5. Marking of Written Papers**

- 5.1 The majority of marking of written papers is undertaken by marking staff travelling to a centre to mark between 4.00 p.m. and 9.00 p.m. Monday to Friday and 9.00 a.m. and 5.00 p.m. on Saturdays.
- 5.2 A proportion of marking of written papers may occur between 9 am and 5.30 pm Monday to Friday in the case only of:
- (a) briefing, pilot marking, standards setting and other related duties performed during the day prior to the commencement of evening marking at a centre or at the conclusion of the marking program for a course; and
  - (b) corporate marking performed in accordance with sub-clauses 5.3 to 5.5, referred to as day marking.
- 5.3 The particular subjects, courses or parts of courses to be marked by corporate marking between 9 am and 5.30 pm Monday to Friday:
- (a) in the Sydney metropolitan area will be rotated from year to year and will not include subjects, courses or parts of courses in which there is itinerant marking;
  - (b) in areas outside the Sydney metropolitan area may be rotated from year to year and will not include subjects, courses or parts of courses in which there is itinerant marking.
- 5.4 No more than 12 per cent of the total hours of written marking shall be marked by corporate marking between 9 am and 5.30 pm Monday to Friday.
- 5.5 On-screen Marking will apply to up to 10% of all Corporate and Domestic HSC marking and 16% of Corporate School Certificate marking in 2009 as measured by the total mark value of responses. On-screen Marking of subjects other than mathematics will be conducted in the corporate setting in 2009.
- 5.6 At the beginning of each year the parties agree to consult over the operation of corporate marking between 9 am and 5.30 pm Monday to Friday in the preceding marking period. Such consultation shall include, without being limited to, discussion of the following issues - the mix of metropolitan and non-metropolitan corporate marking between 9 am and 5.30 pm Monday to Friday and the subjects in which corporate marking between 9 am and 5.30 pm Monday to Friday is utilised.

### **6. Privacy**

The parties note the regulations to the *Education Act* 1990. In respect of the HSC Advice Line and HSC Inquiry Centre, information regarding individual students, individual Advice Line staff, individual Inquiry Centre staff and individual schools will not be publicly disclosed.

## **SECTION 3 - CONDITIONS OF EMPLOYMENT**

### **7. Duties of Marking, Advice Line and Inquiry Centre Staff**

#### **7.1 Marking Staff**

Without limiting the generality of clause 7.4, the duties of marking staff involve attendance at designated venues according to a program determined by the Chief Executive comprising pilot marking, marking, briefing, standards setting and other activities associated with examination scripts, projects and

performances for School Certificate and Higher School Certificate assessment purposes. These activities can take place in a range of school, marking centre and domestic settings.

#### 7.2 HSC Advice Line Staff

Without limiting the generality of clause 7.4, the duties of HSC Advice Line staff engaged for the HSC Advice Line service are to provide guidance and reassurance to individual candidates up to the commencement of nominated subject examinations about aspects of their studies. The Advice Line is a telephone service set up and supported by the Office and staffed by suitably qualified teaching service personnel.

#### 7.3 Inquiry Centre Staff

Without limiting the generality of clause 7.4, the duties of Inquiry Centre staff are to respond to student and teacher questions regarding aspects of their Higher School Certificate results and assessment marks.

#### 7.4 Duties as Directed

- (a) The Chief Executive, or 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 this award and provided that such duties are not designed to promote deskilling.
- (b) Any directions issued by the Chief Executive pursuant to paragraph (a) of this clause shall be consistent with the Chief Executive's responsibility to provide a safe and healthy working environment.

### **8. Hours of Work**

#### 8.1 The ordinary hours of work for Employees shall be:

- (a) Monday to Friday Corporate Marking SC and HSC:
  - (i) 9 am to 5.30 pm; or
  - (ii) 4 pm to 9 pm.
- (b) Monday to Friday HSC Advice Line - 4 pm to 10 pm in two shifts of 4 pm to 7 pm and 7 pm to 10 pm.
- (c) Saturday Corporate Marking SC and HSC and the conducting of languages other than English speaking and listening skills examinations on Saturdays 9 am to 5 pm.
- (d) Saturday HSC Advice Line - 10 am to 6 pm in two shifts of 10 am to 2 pm and 2 pm to 6 pm.
- (e) Sunday HSC Advice Line - 10 am to 10 pm in three shifts of 10 am to 2 pm, 2 pm to 6 pm, and 6 pm to 10 pm. In exceptional circumstances, by agreement between the parties, work may be performed in two shifts of 10 am to 4 pm and 4 pm to 10 pm, with a paid meal break of 40 minutes at a time that is convenient to both the HSC Advice Line staff person and the Chief Executive.
- (f) Monday to Friday HSC Inquiry Centre - no more than eight hours employment in the period 8.30 am to 6 pm.
- (g) Itinerant Marking - 9 am to 3.30 pm Monday to Friday, 9 am to 5 pm Saturday.

- 8.2 Provided that, with the exception of the HSC Advice Line staff, all other Employees will be entitled to a one-hour meal break between the hours, as applicable, of :
- (a) 12.30 pm to 2 pm, Monday to Friday;
  - (b) 6 pm to 7.30 pm, Monday to Friday;
  - (c) 12.30 pm to 2 pm, Saturday.
- 8.3 With the exception of HSC Advice Line staff, employees will be entitled to a morning and afternoon tea break of ten minutes each on each work day which will count as time worked or, in the case of HSC Advice Line staff, reasonable breaks each hour will be provided.
- 8.4 Hours of work for Languages other than English (LOTE) Examiners shall be pursuant to the minimum shift engagement of three hours between 9 am to 3.30 pm on weekdays.
- 8.5 With the exception of HSC Advice Line staff and HSC Inquiry Centre staff, and at the request of the markers of a particular subject, Supervisors of Marking may ask the Director to vary the hours of work for that subject as follows :
- (a) Commencing work at 8.30 am and finishing at 4.30 pm on Saturdays.
  - (b) Commencing work at 4 pm and finishing at 9.15 pm and 8.45 pm respectively on Monday to Friday.
- 8.6 Subject to the progress of marking in particular subjects, courses or parts of courses, Supervisors of Marking may request the Director to allow an unpaid lay night where no marking is undertaken in a particular subject, courses or parts of courses on that night.
- 8.7 Itinerant examiners shall have up to one hour of unpaid travelling time, with one hour for lunch for the remuneration as applicable according to whether they are released from full-time teaching or not as set out in clauses 15.2.2 and 15.2.3 respectively. All other marking shall be remunerated at the applicable rates as set out in clauses 15.2.1 and 15.2.4. Additional travelling time shall be paid at the weekday rate as set out in clause 15.2.3.
- 8.8 Employees engaged in Corporate Marking may, subject to the agreement of the majority of employees affected, reach agreement with the relevant Supervisor of Marking to work beyond the scheduled finishing times described in clause 8.1. In the event this involves Employees working beyond their regular shift of 9 am to 5.30 pm weekdays and 9 am to 5 pm Saturday until 6.30 pm then a further meal allowance is payable notwithstanding the provisions of clause 15.5.

## **9. Provision of Facilities**

### 9.1 Parking

Free secure car parking spaces and free transport to rail will be provided for HSC Advice Line staff who work past 6.30 p.m.

### 9.2 Tea/Coffee

9.2.1 Adequate tea, coffee, milk, sugar and refrigerator facilities will be provided at each marking centre.

9.2.2 Access of employees to tea and coffee facilities will, at all times, be subject to the directions of the Supervisors of Marking to ensure minimal interruption to the marking process.

9.2.3 Employees will supply their own cups for tea and coffee during the employment.

### 9.3 Occupational Health and Safety

9.3.1 Marking centres will be clean and tidy prior to the commencement of marking each day in accordance with occupational health and safety legislation standards.

9.3.2 Personal headsets will be provided for HSC Advice Line and HSC Inquiry Centre staff.

### 9.4 Proof of Identity

Employees will supply their own photograph, of a standard passport size, for attachment to an identification card. Employees will carry identification cards at all times during the marking, the HSC Advice Line and the HSC Inquiry Centre processes. Employees will replace photographs in the event of the loss of a card.

### 9.5 Other Facilities

Marking centres will be provided with adequate toilets, first-aid facilities and eating areas.

## **10. Recruitment and Appointment of Marking Staff**

### 10.1 Supervisors of Marking

Supervisor of Marking applications will be considered by a Selection Committee chaired by the Director. The following factors will be used in selecting the most eligible applicant.

10.1.1 Previous marking experience as a Senior Marker, Coordinating Senior Marker or Assistant Supervisor of Marking.

10.1.2 Substantial and recent teaching experience at a senior level.

10.1.3 Demonstrated high level organisational, management and leadership skills. eg. position on staff.

10.1.4 Demonstrated ability to manage a complex operation such as a marking centre.

10.1.5 Qualifications in the subject - university degree or recognised equivalent.

10.1.6 Membership of professional bodies associated with the subject, eg. curriculum committees, professional associations, etc.

### 10.2 Advice Line Subject Coordinators

Subject Coordinators will be considered by a Selection Committee chaired by the Director. The following factors will be used in selecting the most eligible applicant.

10.2.1 Previous experience as an Adviser or Assistant Subject Coordinator.

10.2.2 Previous marking experience as a Senior Marker, Coordinating Senior Marker, Assistant Supervisor of Marking or Supervisor of Marking.

10.2.3 Substantial and recent teaching experience at a senior level.

10.2.4 Demonstrated high level organisational, management and leadership skills. eg. position on staff.

10.2.5 Qualifications in the subject - university degree or recognised equivalent.

10.2.6 Membership of professional bodies associated with the subject, eg. curriculum committees, professional associations, etc.

### 10.3 Criteria for Marker and Adviser Selection

10.3.1 The Office of the Board of Studies will ensure that subject specific criteria used by the Supervisor of Marking (SOM)/Advice Line Subject Co-ordinator (SC) when making his/her selection/non-selection conforms with the general selection criteria and has been applied consistently across the subject/course.

The following general criteria will be used in selecting markers and advisers.

- 10.3.1.1 Total number of years teaching the subject/course - As a general guide, three years' experience teaching the subject/course at a senior level will be regarded as a minimum requirement for appointment as a marker/adviser.
- 10.3.1.2 Recent teaching of the subject/course - As a general guide, an applicant who has not taught the course/subject in the last 3 years is regarded as not having recent teaching experience.
- 10.3.1.3 Retired applicants - The requirement for adequate recency of teaching will mean that, in most cases, retired applicants will not be eligible for appointment.
- 10.3.1.4 Qualifications - Normally a degree with a major in the subject or a program of study deemed to be equivalent is required for appointment as a marker/adviser.
- 10.3.1.5 Current position within the school - School Principals are not eligible for appointment as a marker/adviser. Preference is given to teachers directly involved in the organisation and teaching of the subject.
- 10.3.1.6 Part-time and casual teachers - In most cases, applicants who are casual teachers will not have sufficient teaching experience. However, there may be instances where the applicant is a casual teacher but has had experience teaching blocks of senior classes which may amount to the minimum required years teaching experience for appointment.
- 10.3.1.7 Turnover of markers/advisers - A minimum of 10 per cent of markers/advisers appointed each year will not have marked/advised previously. This is a policy aimed at increasing the pool of teachers with marking/advising experience in each subject.

In subjects where the number of applicants exceeds the number of available positions, a limit on the number of years for appointment to marking/advising may be applied.

- 10.3.1.8 Topic expertise - Where necessary, an applicant may be appointed on the basis of the expertise they have in a particular area of the subject/course.
- 10.3.1.9 Previous satisfactory marking/advising - Although previous marking/advising experience should be considered in determining an applicant's qualifications for appointment, the Office of the Board of Studies will not automatically reappoint a marker/adviser from the previous year. Markers deemed to have an unsatisfactory performance level may not be appointed in subsequent years.
- 10.3.1.10 Other relevant experience in promoting the subject - An applicant who has not had any recent experience teaching the course or the subject may be appointed if the Office of the Board of Studies deems their experience relevant to the marking program.
- 10.3.1.11 Distance - Appointment of markers/advisers will be restricted to teachers who can ensure that they will be able to commence marking as scheduled each day. Any applicant who is outside reasonable distance from the marking centre must show ability to get there on time.

Applicants who live a long distance from the Advice Line/marketing centres but have indicated that they intend to take leave if appointed will be considered eligible in terms of this criterion.

- 10.3.1.12 Signature of the Principal - The Principal (or Dean of Studies at TAFE or relevant supervisor) is required to sign a declaration concerning the applicant's employment status and availability. If the applicant is working at a school/college, but no Principal's signature is present, the applicant is not eligible for appointment. The Principal/Dean of TAFE/relevant supervisor must indicate if they are recommending or not recommending the application.
- 10.3.1.13 Completed application forms - Selection of markers/advisers is based on the information provided on the application form. The Office of the Board of Studies will not contact an applicant who has not completed a section of the form which is crucial in determining that person's eligibility. Applicants are responsible for the provision of complete and accurate information necessary to make selections.
- 10.3.1.14 Date of application lodgement - If a marker's/adviser's application form is received after the closing date, the applicant will only be appointed if there is a shortage of qualified applicants.
- 10.3.1.15 Representation from various schools and from different education systems In selecting markers, consideration will be given to a balanced representation of markers/advisers from Government Schools, Catholic Schools, Independent Schools, Institutes of TAFE and universities.

#### 10.3.2 Criteria Specific to Marker Selection -

- 10.3.2.1 Appointment to more than one marking session - In order to give as many suitably qualified applicants the opportunity to participate in marking, applicants will generally be appointed to only one course and to one session where there is both a practical and written component.
- 10.3.2.2 Examination Committee members - Members of the Examination Committee will not be given automatic appointment as markers.
- 10.3.2.3 Availability - Teachers appointed for marking will need to be available for all marking sessions, including briefing and pilot marking, and will have agreed to this and all other conditions of employment by signing the Applicant's Declaration on the reverse side of their application form. Any applicants who have not signed the Applicant's Declaration will not be appointed.

#### 10.3.3 Criteria Specific to Adviser Selection -

- 10.3.3.1 Availability - Successful applicants may be required to attend the appropriate briefing session for their chosen subject. While availability at all Advice Line sessions is not essential, it is expected that successful applicants will be available for the majority of these sessions and will have agreed to this and all other conditions of employment by signing the Applicant's Declaration on the reverse side of their application form. Any applicants who have not signed the Applicant's Declaration will not be appointed.
- 10.3.3.2 Applicants not eligible for appointment - Members of the Examination Committee, Examination Assessors and any other person who has viewed the examination papers for the current year in the particular subject/course are not eligible for appointment.
- 10.3.3.3 Recent teaching of the subject/course - Suitably qualified applicants who have taught the course to HSC level in the current year will be given preference in selection.



#### 10.4 Criteria Specific to Selection of Marking Staff for On-screen Marking

Markers applying for on-screen marking where the marking is not to occur in a Corporate Marking Centre must ensure that they can provide access to a fast and reliable internet service for the purposes of marking.

#### 10.5 Provision of Information

- (a) The unions party to the award shall have access to information concerning the application of criteria for particular applicants.
- (b) The unions shall have access to information on the distribution of applicants appointed from various schools and different education systems.
- (c) An applicant who is not appointed shall be advised of the reason for non-appointment.

### 11. Termination of Services

An employee is entitled to 48 hours' notice of termination of services, or the equivalent of two days' ordinary pay in the relevant employment classification, except where termination of services is on account of misconduct of any kind or any unsatisfactory standard of work or voluntary withdrawal by the employee.

### 12. Qualifications

The minimum qualifications and experience for employment under this award shall be determined by the Chief Executive.

### 13. Reporting of Performance

A system of appraisal of performance of Employees will be undertaken during the HSC/SC marking with the exception of HSC Advice Line and HSC Inquiry Centre staff. This will involve provision of an individual report at the conclusion of marking to Employees showing:

- (i) an overall grading of his/her performance;
- (ii) supporting information relating to accuracy and rate of marking;
- (iii) an indication of his/her attendance record throughout the marking; and
- (iv) a written comment describing his/her performance throughout the marking.

### 14. Family Leave Provisions

#### 14.1 The Chief Executive must not fail to re-engage an Employee because:

14.1.1 The Employee or Employee's spouse is pregnant; or

14.1.2 The Employee is or has been immediately absent on parental leave

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

#### 14.2 Personal Carers entitlement for Employees

14.2.1 Employees are entitled to not be available to attend work, or to leave work if they need to care for a family member 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 evidentiary requirements set out below in (14.3), and the notice requirements set out in (14.4).

14.2.1.1 A family member for the purposes of above is:

a spouse or family member; or

a de facto spouse being a member of the opposite sex to the Employee who lives with the Employee as her husband or as his wife on a bona fide domestic basis although not legally married to that Employee; or

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

a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or 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

14.2.2 The Chief Executive and the Employee shall agree on the period 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.

14.2.3 The Chief Executive must not fail to re-engage an Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage an Employee are otherwise not affected.

14.3 The Employee, shall if required,

14.3.1 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

14.3.2 Establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such an emergency resulted in the person concerned requiring care by the Employee.

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

14.4 The Employee must, as soon as reasonably practical and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (drawn from AIRC order (PR964989)).

14.5 Bereavement entitlements for Employees

14.5.1 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 employer).

14.5.2 The Chief Executive and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence 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.

14.5.3 The Chief Executive must not fail to re-engage the Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage an Employee are otherwise not affected.

14.5.4 The Employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (Drawn from AIRC order (PR964989)).

#### **SECTION 4 - RATES OF PAY AND ALLOWANCES**

##### **15. Rates of Pay and Allowances**

15.1 The monetary rates covered by this award are set out in tables 1-5 of Schedule 1 of this award:

Table 1 - Weekday, Weekday Supplementary, Weeknight/Saturday and Sunday Rates

Table 2 - Domestic and Corporate Per Unit marking rates

Table 3 - Languages other than English (LOTE) Examiner Hourly Rates

Table 4 - Other Rates and Allowances

Table 5 - Hourly Rates to Apply to Corporate On-screen Marking

15.2 Rates of Pay

Subject to the provisions of clause 15.2.7 :

15.2.1 Weeknight/Saturday rates are hourly rates paid to Employees from 3.30 pm on any weekday and for all time worked on a Saturday. These rates include a loading of 11.4% on the Weekday rates to compensate for all disabilities.

15.2.2 The Weekday Supplementary rates apply to Employees from 9 am on a weekday until 3.30 pm for Corporate Marking and Itinerant Marking where a teacher is released on pay from another employer.

15.2.3 The Weekday rates apply to Employees from 9 am on a weekday until 3.30 pm for Corporate Marking and Itinerant Marking where the Employee is not normally employed in a teaching position for which paid relief is provided during marking. This provision does not apply to those Employees to which clause 15.2.2 applies.

15.2.4 Sunday rates are hourly rates paid to employees for all times worked on Sundays and attract a loading of 50% above the Weekday rate.

15.2.5 Languages other than English (LOTE) examiners and casuals shall be paid at the rates specified at table 1 for markers, except in the case of LOTE Examiners who work less than a full day on weekdays who are to be paid at the hourly rates specified at Table 3, calculated by dividing the Weekday Supplementary rates at clause 15.2.2 by 5½ being the number of paid hours compensated by the Weekday Supplementary rates.

15.2.6 During the summer school vacation HSC Inquiry Centre Staff are paid the Weeknight/Saturday rates at clause 15.2.1 for all hours worked, except for Sunday when the Sunday rates at clause 15.2.4 apply. At other times the rates at clauses 15.2.1, 15.2.2 or 15.2.3 will be paid, as applicable.

## 15.2.7 Domestic and Corporate Per Unit Marking Rates:

- (a) Where marking is conducted in a domestic marking mode the rates for such domestic marking are as set out in Table 2 provided that where the paper is less than three hours in length the rate is determined as a fraction of the three hour rate e.g. for a two hour paper the payment is two thirds of the three hour rate.
- (b) Where the marking is undertaken on a question basis the payment will be calculated by dividing the relevant rate for such paper by the number of questions unless otherwise specified in clause 15.2.7(c) or in Table 3.
- (c) For On-screen HSC marking, other than mathematics, where the marking is undertaken on a question basis the Per Unit Rate of Pay method of payment will be calculated by multiplying the relevant rate for each paper by the percentage of the total mark value of the paper represented by the question concerned.
- (d) The On-screen Marking of HSC written exams for subjects other than mathematics will be conducted corporately in 2009. Corporate On-screen HSC markers remuneration will be based on the greater of:
  - (i) the total number of papers or questions marked on-screen multiplied by the applicable Per Unit Rate of Pay; and,
  - (ii) the total hours of overall On-screen Marking undertaken, multiplied by the applicable hourly rate of pay as specified in Table 5 of Schedule 1. For this purpose, the total hours of On-screen Marking undertaken by individual markers will be the elapsed time of On-screen Marking as recorded by the Office's on-screen marking software for each marker.

15.2.8 Marking staff engaged in domestic On-screen Marking will receive an allowance for compensation for the use of private Information and Communications Technologies (ICT) facilities (including broadband) as set out in Table 4 item 6 of Schedule 1.

15.3 As the Employees are engaged on a casual basis for a maximum of up to six weeks, the rates set out in clause 15.2 incorporate loadings for casual engagement, sick leave and pro rata holiday pay. The pro rata holiday pay incorporated in the rates in the said clause was calculated as 1/12 of the hourly rate.

## 15.4 Minimum Payments

15.4.1 No employee engaged in corporate marking shall be paid for less than 3 hours from the time of starting work except for markers subject to the provisions of clause 15.6.3(c) who will receive no less than for 4 hours from the time of starting work.

15.4.2 HSC Student Advice Line staff required to attend on any day shall be paid no less than for the shift engagement time.

15.4.3 HSC Inquiry Centre staff required to attend on any day shall be paid no less than for 6 hours.

15.4.4 Languages other than English (LOTE) Examiners shall be paid a minimum of 3 hours for each weekday at the rates per hour as set out in Table 3 of Schedule 1.

15.4.5 Languages other than English (LOTE) Casuals shall be paid a minimum of 3 hours at the Weekday rate for Markers as set out in Table 1 of Schedule 1.

## 15.4.6 Corporate Markers engaged :

- (a) from 9 am and who work beyond 3.30 pm shall be paid a minimum of 2 hours at the Weeknight/Saturday rate for those hours; and,

- (b) on a Saturday shall be paid a minimum of 3 hours from the time of starting work on Saturdays.

#### 15.4.7 Itinerant Markers engaged :

- (a) from 9 am and who work beyond 3.30 pm shall be paid successive extensions of one half hour at the Weeknight/Saturday rate for those hours; and,
- (b) on a Saturday shall be paid a minimum of 3 hours calculated from the time of starting work on Saturdays.

15.4.8 This clause does not entitle any Employee to minimum payments who arrives late or who exceeds meal break times or leaves the marking centre/advice line/inquiry centre early and works less than the minimum payment hours.

#### 15.5 Meal Allowance

A meal allowance, as set out in Item 2 of Table 4, is payable to an employee on each day (including briefing and pilot marking sessions) where the Employee works for at least an hour before and an hour after the meal break. The requirement for an Employee to work before and after a meal break to be paid a meal allowance is waived for HSC Advice Line Advisers and LOTE Examiners and LOTE Casuals.

#### 15.6 Travel Allowances

15.6.1 Travelling allowances for all Employees engaged in corporate marking, the HSC Advice Line and the HSC Inquiry Centre, except for markers engaged in corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong, will be limited to the rates set out in item 3 of table 4 irrespective of the distance travelled.

15.6.2 Marking Staff engaged in Itinerant Marking are entitled to the travel allowances shown in Item 4 (a) of Table 4, except for their attendance at pilot marking and briefing sessions. The travel allowance for itinerant marking is based on the use of a private motor vehicle paid on the basis of cents per kilometre up to 8,000 km per annum at the rate set out in Item 4 (a) of Table 4 and is payable to persons marking itinerantly in respect of each kilometre travelled in excess of the total distance between the person's usual place of residence and their usual place of work and in circumstances where a rental motor vehicle is not utilised. Marking Staff engaged in Itinerant Marking attending pilot marking and briefing sessions will be paid a Travel Allowance at the rate set out in Item 3 of Table 4.

Note: Itinerant Markers have up to one hour of unpaid travelling time. Additional travelling time is paid pursuant to clause 8.7.

15.6.3 Marking Staff engaged in corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong shall be paid:

- (a) the Travel Allowance as set out in Item 3 of Table 4; and in addition (where applicable).
- (b) for travel in excess of 40 km per day from the person's daily place of residence during the marking period to the marking centre and return, up to a maximum of 160 km where the person provides evidence of the additional travel involved. The amount shall be an amount per kilometre as set out in Item 4 (b) of Table 4 ; or
- (c) when the supplementary kilometre allowance at paragraph (b) above is not claimed on a daily basis and subject to the person's usual place of residence being outside the Sydney metropolitan area and more than 100 kilometres from the marking centre, the Travel Allowance as set out in item 5 of table 4 Schedule 1 once per engagement;

15.6.4 Marking Staff engaged in itinerant marking who normally reside outside the Sydney metropolitan area who attend briefing sessions inside the Sydney metropolitan area shall be paid the Travel

Allowance at item 5 of table 4 Schedule 1 once per engagement subject to the person's usual place of residence being more than 100 kilometres from the briefing session venue.

#### 15.7 Subsistence Allowances for Itinerant Marking

Marking Staff engaged in itinerant marking outside the metropolitan area of Sydney who are required to stay overnight at a place other than their usual place of residence during the marking period, shall be entitled to the payment of the daily allowance at item 1(a) of table 4 Schedule 1. The entitlement to this allowance will apply for periods of 24 hours and for any periods less than 24 hours will be compensated by the payment of the hourly allowance at item 1(b) of table 4 Schedule 1.

15.8 The Allowances at clauses 15.5, 15.6 and 15.7 will be adjusted in accordance with the rates as approved from time to time by the Director of Public Employment.

### **16. Deduction of Unions' Membership Fees**

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

### **17. Superannuation**

All Employees shall be entitled to occupational superannuation at the appropriate Superannuation Guarantee Contribution (SGC) rate for all payments pursuant to clause 15.2 Rates of Pay.

### **18. Salary Sacrifice to Superannuation**

- 18.1 Notwithstanding the salaries prescribed by Schedule 1, Monetary Rates, an employee may elect, subject to the agreement of the employee's department or agency, to sacrifice a portion of the wage/salary payable under clause 15, Rates of Pay and Allowances, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- 18.2 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
- (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and

- (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the said clause 15 in the absence of any salary sacrifice to superannuation made under this award.
- 18.3 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
- (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
- (b) subject to the department or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 18.4 Where an employee makes an election in terms of subclause 18.3 of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.
- 18.5 Where the employee is a member of a superannuation scheme established under:
- (a) the *Police Regulation (Superannuation) Act 1906*;
- (b) the *Superannuation Act 1916*;
- (c) the *State Authorities Superannuation Act 1987*;
- (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
- (e) the *First State Superannuation Act 1992*,
- the employee's department or agency must ensure that the amount of any additional employer superannuation contributions specified in subclause 18.1 of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.
- 18.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 18.5 of this clause, the department or agency will continue to base contributions to that fund on the salary payable under clause 15 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

## **Section 5 - Award Compliance and Related Matters**

### **19. Nomination of Unions' Representatives**

In each marking section union members will be permitted, at the commencement of marking, the necessary time to meet for the purpose only of nominating a union representative. Such meeting may be announced using a public address system (if possible) provided that there is no undue disruption to other nearby markers.

## 20. Dispute Resolution Procedures

- 20.1 Subject to the provisions of the *Industrial Relations Act 1996*:
- 20.1.1 Should any dispute, question or difficulty arise concerning industrial matters occurring in a particular workplace, then the employee or the union's workplace representative will raise the matter with relevant Supervisor of Marking as soon as practicable.
- 20.1.2 The Supervisor of Marking will discuss the matter with the employee or the union's workplace representative with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 20.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the employee or the union may raise the matter with the Director, Examinations with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.
- 20.1.4 Where the procedures in the preceding paragraph do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the General Manager and the General Secretary of the respective unions. They or their nominees will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 20.1.5 Should the above procedures not lead to a resolution, then either party may apply to the Industrial Relations Commission of New South Wales.
- 20.2 Whilst the procedures outlined in clause 20.1 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

## 21. No Further Claims

- 21.1 Except as provided by the *Industrial Relations Act 1996*, there shall be no further rates of pay or conditions claims by the parties prior to 31 December 2009 in relation to matters expressly contained in this award.

## 22. Anti-Discrimination

- 22.1 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 and age and responsibilities as a carer.
- 22.2 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.
- 22.3 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.
- 22.4 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.
- 22.5 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.

### 23. Occupational Health and Safety

- 23.1 For the purposes of this clause, the following definitions shall apply:
- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, corporation and/or person) which has at 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.
  - (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family 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 employer which might otherwise have been carried out by the other employer's own employees.
- 23.2 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 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 the appropriate 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.
- 23.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- 23.4 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.
- This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Training 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.
- 23.5 This clause operates from 1 March 2006.

## 24. Area Incidence and Duration

24.1 This award:

24.1.1 This award rescinds and replaces the Higher School Certificate and School Certificate Marking and Related Casual Employees Rates of Pay and Conditions Award published 30 January 2009 (367 I.G. 61).

24.1.2 This award shall take effect on and from 1 January 2009 with a nominal term until and including 31 December 2009.

24.2 Covers all casual employees employed by the Office of the Board of Studies pursuant to the Act engaged to mark the Higher School Certificate examinations and the School Certificate Tests and to provide advice to students through the Higher School Certificate Advice Line and Higher School Certificate Inquiry Centre at various locations determined by the Chief Executive, Office of the Board of Studies, New South Wales.

## SCHEDULE 1

**Table 1 - Weekday, Weekday Supplementary, Weeknight/Saturday and Sunday Rates**

Classification	Weekday Rates per hour on and from 1/1/09	Weekday Supplementary Rates per day on and from 1/1/09	Weeknights and Saturday Rate per hour On and from 1/1/09	Sunday Rates per hour on and from 1/1/09
	4.4% \$	4.4% \$	4.4% \$	4.4% \$
Marker	62.87	60.93	70.03	94.26
LOTE Examiner		60.93	70.03	94.26
LOTE Casual	62.87		70.03	94.26
1. Senior Marker	78.02	71.88	86.88	117.03
2. HSC Advice Line Adviser				
3. HSC Inquiry Centre Inquiry Officer (Note 1)				
1. Assistant Supervisor of Marking	90.22	83.13	100.49	135.28
2. Subject Co-ordinator HSC Advice Line				
3. Assistant Officer in Charge HSC Inquiry Centre (Note 1)				
1. Supervisor of Marking	99.93	92.09	111.31	149.94
2. HSC Advice Line Operations Manager				

Note (1) Refer to provisions that apply to HSC Inquiry Centre Staff at clause 15.2.6.

**Table 2 - Domestic and Corporate Per Unit Marking Rates On and from:**

HSC	1/1/09 4.4% \$
(a) Mathematics - Payments will be on a per question basis:	
Base Rate (Mathematics in Practice/Mathematics in Society/General Mathematics Paper from 2001)	2.161
2-3 Unit Paper - Mathematics Paper from 2001	2.373
3 Unit Additional Paper - Mathematics Extension 1 Paper from 2001	2.573
4 Unit Additional Paper - Mathematics Extension 2 Paper from 2001	3.512
(b) Other Subjects - Payments will be on a per three hour paper basis:	
Base Rate	22.56 <sup>(1)</sup>
3 Unit Additional Paper -	28.20 <sup>(1)</sup>

Note: <sup>(1)</sup> Based on 2008 Business Studies per paper cost escalated by 4.4%.

**Table 3 - Languages Other Than English (LOTE) Examiners Hourly Rates  
On and from:**

A. Weekday Examining	1/1/09 Rates per hour \$
1. Languages other than English (LOTE) Examiners	11.09

**Table 4 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$	
			(a) Daily Rate \$	(b) Hourly Rate \$
1	15.7	Subsistence Allowance - Capital City Rate Wagga Wagga Newcastle Wollongong Bathurst Other Country Centres	284.30 199.45 217.80 199.45 199.45 182.45	11.85 8.31 9.08 8.31 8.31 7.60
2	15.5	Meal Allowance	23.60	
3		Travel Allowance (based on 40 km multiplied by the Transport Allowance per kilometre rate determined by the Director of Public Employment pursuant to clause 15.8) :	11.04 per day	

	15.6.1	Employees engaged in Corporate marking in metropolitan areas of Sydney, Newcastle and Wollongong, HSC Advice Line and HSC Inquiry Centre	
	15.6.3(a)	Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong	
4		Motor Vehicle Allowance - distances exceeding travel to and from usual place of residence and usual place of work:	
(a)	15.6.2	Itinerant Markers	0.690 per km
(b)	15.6.3(b)	Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong in excess of 40 km up to a maximum 160 km per day	0.276 per km
5	15.6.3(c)	Travel Allowance fixed payment for :	
		Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong not claiming the allowance at 15.6.3(a) on a daily basis whose usual place of residence is outside the Sydney metropolitan area and in excess of 100 km from the marking centre	1/1/09 4.4% \$117.44
	15.6.4	Itinerant markers who reside outside Sydney metropolitan area attending briefing sessions inside the Sydney metropolitan area where the person's usual place of residence is in excess of 100 km from the briefing session venue.	\$200 once per engagement
6	15.2.8	Domestic On-screen Marking ICT Allowance for use of ICT facilities including broadband	\$10 once per engagement

### SCHEDULE 1

**Table 5 - Hourly Rates to Apply to Corporate On-screen Marking**

Classification	Weekday Rates per hour On and from	Weekday Supplementary Rates per day on and from	Weeknights and Saturday Rate per hour on and from	Sunday Rates per hour on and from
	1/1/09 4.0% \$	1/1/09 4.0% \$	1/1/09 4.0% \$	1/1/09 4.0% \$
Marker	62.63	60.69	69.76	93.90
LOTE Examiner		60.69	69.76	93.90
LOTE Casual	62.63			
1. Senior Marker	77.72	71.60	86.55	116.58
2. HSC Advice Line Adviser				
3. HSC Inquiry Centre Inquiry Officer (Note 1)				
1. Assistant Supervisor of Marking	89.88	82.82	100.10	134.76
2. Subject Co-ordinator HSC Advice Line				

3. Assistant Officer in Charge HSC Inquiry Centre (Note 1)				
1. Supervisor of Marking	99.55	91.74	110.88	149.36
2. HSC Advice Line Operations Manager				

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

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Printed by the authority of the Industrial Registrar.

## HUNTER WATER CORPORATION EMPLOYEES (STATE) AWARD 1999

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1703 of 2008)

Before Commissioner Stanton

1 September 2009

### REVIEWED AWARD

#### CORE/GENERAL CONDITIONS

#### 1. Arrangement

#### GENERAL SECTION - APPLICABLE TO BOTH WAGES AND SALARIED EMPLOYEES

Clause No.	Subject Matter
G1.	Anti-Discrimination
G2.	Definitions
G3.	Contract of Employment
G4.	Casual & Part-time Employment
G5.	Re-Organisation
G6.	Hours of Work
G7.	Shift Work
G8.	Rest Periods after Overtime
G9.	Overtime
G10.	Sunday and Holiday Rates
G11.	Special Rates
	Diving Allowance
	Travelling, Accommodation and Meal
	Sauna, Bathing Allowance
	Private Vehicle Usage Allowance
	Hot Places
	Lodging Allowance
G12.	Union Officials and Representatives
G13.	Dispute/Grievance Procedures
G14.	Leave
	Annual
	Parental
	Bereavement
	Sick Leave
	Long Service
	Family including Personal Carers' Leave
	Aborigines National Day
G15.	Annual Leave Loading
G16.	Wage/Salary Packaging
G17.	Uniforms/Clothing
G18.	Health and Safety of Employees
G19.	Policy Matters
G20.	Savings
G21.	Area Incidence and Duration
G22.	Leave Reserved

**WAGES SECTION - APPLICABLE TO WAGES EMPLOYEES ONLY**

- W1. Wages
- W2. Relief
- W3. Meal Allowances
- W4. Special Rates
  - Wet Work
  - Dirty Work
  - Handling Chemicals
  - Height Allowance
  - Confined Space
  - Towing Allowance
  - First-Aid
  - Applying Obnoxious Substances
  - Scaffolding and Rigging
  - Wastewater Treatment Allowance
  - Fire Fighting Allowance
  - Working in Sewers or Sewer Wells
  - Disability Allowance Wastewater Operations
  - Wastewater Operations Allowance
  - Stand-by
  - Surveillance Allowance
- W5. District Allowances
- W6. Follow-the-Job/Depot Allowances
- W7. Service Payments

**SALARIED SECTION - APPLICABLE TO SALARY EMPLOYEES ONLY**

- S1. Salaries
  - PART A
    - (i) Structure A
    - (ii) New Positions
  - PART B
    - Structure B
  - PART C
    - General
- S2. Relief
- S3. Vacant Positions
- S4. Meal Allowances
- S5. Special Rates
  - First Aid Allowance
  - Floor Wardens
  - Out of Pocket Expenses
  - Overseers
  - Travelling Time and Expenses
  - Availability Allowance
- S6. Temporary Employees
- S7. Training and Development

**ANNEXURE A**

- Part (i) Wages Rates
- Part (ii) Additional Classifications
- Part (iii) Part A - Salary Structure A Rates
- Part B - Salary Structure B Rates

Special Provisions for S1 Part B  
Part (iv) Definitions  
Part (v) Incremental Progression

**GENERAL SECTION - ALL EMPLOYEES**

**G1. Anti-Discrimination**

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

NOTES

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

"Nothing in 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."

**G2. Definitions**

"Corporation" shall mean the Hunter Water Corporation.

"Union" shall mean the Australian Services Union NSW/ACT Services Branch - Hunter Water Division.

"Wages employee" shall mean an employee engaged as such and paid on a weekly basis.

"Salaried employee" shall mean an employee engaged as such and paid on a fortnightly basis.



"Craft Union" shall mean

Construction Forestry Mining and Energy Union

Automotive Food, Metals, Engineering Printing & Kindred Industries Union

Electrical Trades Union of Australia NSW Branch as appropriate.

"Divisional Manager" shall mean an employee who has been appointed as such to manage an identified strand of functions, which have been grouped together by the Corporation for administrative purposes.

### G3. Contract of Employment

(i) The following forms of employment are available

Full-time Regular Employment

For continued ongoing full-time employment with the Corporation.

Regular Part-time Employment

For continued ongoing employment working less than the full-time hours per week for the position.

Temporary Full-time Employment

For a "fixed-term" of full-time employment of two (2) weeks or more.

Temporary Part-time Employment

For a "fixed term" of part-time employment (less than the full-time hours per week for the position) for two (2) weeks or more

Casual Employment

For short term engagements of less than two (2) weeks duration. Minimum payment of four (4) hours pay for each start (employment terminated at the end of each shift).

(ii) Period of Notice

(a) Except for casuals, employment shall be terminated by giving the required period of notice on either side or by the payment or forfeiture as the case may be, of wages/salary for the period of required notice.

(b) For the purposes of sub-section (a) above, the required period of notice is:-

(1)

Employees period of continuous service	Period of Notice
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

(2) provided that, the period of notice is increased by one (1) week if the employee has completed at least two (2) years continuous service and is over 45 years of age.

(iii) Termination of employment by the Corporation will not be harsh, unjust or unreasonable.

- (iv) Employees shall attend and perform such work as the Corporation shall from time to time reasonably require and except as otherwise provided by this Award, an employee shall lose pay for the actual time of any such non-attendance or non-performance.
- (v) For the purpose of meeting the needs of the industry the Corporation may require any employee to work reasonable overtime including work on Saturdays, Sundays and Holidays and shift work at the rates prescribed by this Award.
- (vi) The absence of an employee from work for a continuous period exceeding ten (10) working days without notification to the Corporation shall be prima facie evidence that the employee has abandoned employment. Following the expiration of ten (10) working days, the Corporation shall, in writing, inform the employee that employment will be terminated from the date of the first day of absence unless the employee furnishes a reasonable explanation for such absence. When an employee fails to respond to such notice within a further period of five (5) working days, termination of employment shall be automatic from the first day of absence.
- (vii) The Corporation may direct an employee to carry out such duties as are within the employee's skill, competence and training.
- (viii) The Corporation shall have the right to suspend an employee for refusal of duty or misconduct on the part of the employee and to deduct payment for any day or portion of a day during which the employee is so stood down. Provided that no employee shall be suspended before an adequate investigation of the circumstances of the alleged offence has been made, the immediate salaried supervisor in the section to which the employee is attached shall make any decision as to the suspension of the employee following consultation with the Section Head.
  - (a) Where an employee has been suspended, he/she is entitled to lodge an appeal with the Employee Services Section and a conference will be convened immediately between the Corporation and relevant Union.
  - (b) Should the appeal demonstrate that the employee was not guilty of the offence such employee shall receive payment from the time of suspension.
  - (c) Nothing in this section restricts the rights of the parties to pursue the issue through the Grievance/Dispute Procedures of this Award after the above procedures have been followed.

This clause shall not affect the right of the Corporation to dismiss an employee without notice for refusal of duty or misconduct and in such cases the wages/salary shall be payable up to the time of dismissal only, provided that:-

An employee who allegedly committed one (1) of the aforementioned offences, shall be stood down without loss of pay by the Corporation and an investigation of the alleged offence carried out immediately by the Corporation before any decision as to the dismissal of an employee without notice is made; provided that where the investigation demonstrates that the employee was guilty of the offence then he/she shall not be entitled to payment for the period he/she has been stood down.

Where such allegations are brought against an employee, he/she is entitled to be represented by an accredited representative of the relevant Union.

- (ix) The Corporation shall not make any deduction from wages/salary for time lost owing to weather conditions provided that the employee:-
  - (a) shall continue working until such time as the Supervisor on the job orders work to cease;
  - (b) shall stand by as directed by the Supervisor on the job;
  - (c) shall stand by until work has been officially abandoned for the day.

- (x) Where a wages employee relieves in a salaried position, he/she shall come under the general conditions of employment applicable to that position.

#### **G4. Casual and Part-Time Employment**

- (i) Casual employees (day workers)

- (1) A casual employee shall be paid for not less than four (4) hours work for each engagement.
- (2) An employee should not be required to work more than five (5) hours without a meal break, such meal break shall be of 1/2 hour duration and unpaid. Employees shall not be required to take their meal break at their work station.

If employed for seven (7) hours or more on any one day, the employee will be entitled to a 10 minute paid morning and afternoon tea break.

- (3) The working of overtime by a casual employee will be restricted to circumstances where the employee volunteers to work such overtime and overtime payment will be calculated on the loaded base rate for casuals.
- (4) Casual employees shall be paid a loading of 20% in addition to their normal hourly rate.

The 20% loaded pay rate shall be inclusive of payment in lieu of entitlements to the provisions of:-

Clause G10 - Sundays and Public Holidays

Clause G14 - Aborigines National Day, Bereavement Leave, Long Service Leave, Parental Leave, Sick Leave, Family including Personal/Carers Leave

Clause G19 - All listed leave entitlements

- (5) For Salaried employees the normal hourly rate shall be calculated as follows:-

$$\frac{\text{Annual Salary of Classification}}{b \times c} \quad \times \quad a$$

Where:-

"a" is the number of days in a fortnight, i.e. 14

"b" is the number of days in the year, i.e. 365.25, and

"c" is the number of hours in a fortnight

- (6) The offer of overtime will be made to regular and temporary employees in preference to a casual employee where it is both appropriate and practicable to do so.
- (7) At the completion of each engagement, a casual employee will be paid annual leave entitlements calculated at 1/12 of earnings based on the loaded base rate for casuals.
- (8) Casual employees will only be engaged to provide temporary assistance of less than two (2) weeks duration for each engagement and will not be employed to work fixed and regular hours for periods of two (2) weeks or more where temporary employment is available to the Corporation.
- (9) The relevant Unions shall be notified in writing on a quarterly basis of the numbers, classifications and sections in which casuals have been employed.

(10) Prior to the engagement of a casual employee, preference will be offered to any existing employee who is available and competent to undertake the work.

(11) Limitations:

The total number of hours worked by one or any number of casual employees employed in an identified section/department/ business unit or the like shall not exceed 25% of the total hours for the week worked by regular and/or temporary employees engaged in such work places. This limitation will not prevent the engagement of a casual employee (being the only casual employee in the section) to work in a particular section for a period of up to two (2) weeks duration.

(ii) Secure Employment

(a) Objective of this Clause

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

(b) Casual Employment

(i) A casual employee engaged by Hunter Water on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.

(ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

(iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

(iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

(v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.

(vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:

- (1) whether the employee will convert to full-time or part-time employment; and
- (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part-time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
  - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
    - (1) A "labour hire business" 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 occupational health and safety consultative arrangements;
    - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
    - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
    - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

(iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

(d) Disputes Regarding the Application of this Clause

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

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

(iii) Part-time employees

(a) A part-time employee shall mean an employee who is employed to work set and regular hours which are less than the hours worked by regular full-time employees employed by the Corporation.

(b) The span of ordinary hours of work shall be the same as those prescribed for full-time employees of the same classification.

(c) Part-time employees whose scheduled hours are five (5) or less per day, are not entitled to meal breaks but will be entitled to morning and afternoon teas if their scheduled hours cover the normal time of taking such teas within that section.

(d) Notwithstanding any other provision of this Award, part-time employees shall be eligible for all leave prescribed by this Award on a pro rata basis relative to the employees scheduled hours and/or days of work.

Public Holidays falling on a scheduled working day will be paid at ordinary time rates unless the employee is required to work, in which case the provisions of sub-clause (ii) of Clause G10 (Sundays and Public Holidays) will apply.

Where an employee has worked both full and part-time, the leave entitlement shall be paid on the proportion of part-time and full-time service during the relevant period.

(e) Overtime shall not be payable until the standard full-time hours per day for the classification are exceeded or time is worked outside the span of ordinary hours.

Provided that where the standard full-time hours per day for the classification are exceeded or for work outside the span of ordinary hours, overtime shall be paid in accordance with this Award.

The working of additional hours (excluding overtime) by a part-time employee will be restricted to exceptional circumstances and where the employee volunteers to work the additional hours (excluding overtime).

#### **G5. Re-Organisation/Consultation With Unions**

(i) On any major re-structures, the Corporation shall consult with the relevant Unions and consider their representations prior to making a final decision.

(ii) The procedure shall be as follows:

(a) When the proposals are fully developed by the Corporation, the relevant Unions shall be provided with details of the proposed re-structure at an information session.

- (b) Fourteen (14) calendar days from receipt of the details, the Unions shall respond setting out any matters of concern. These issues shall be directly related to the restructure.
- (c) The Corporation, on receipt of the Unions response, shall arrange a meeting within fourteen (14) calendar days to confer on the issues, after considering the issues raised by the relevant Unions.
- (d) During the ensuing fourteen (14) calendar days the parties shall endeavour to resolve all outstanding issues.
- (e) After this procedure has been followed the Corporation shall proceed to implement the restructure, incorporating any variations adopted as a result of the Unions representations.
- (f) Nothing in this Award shall affect the rights of the parties at any time to notify the Industrial Registrar of the existence of a dispute pursuant to the provisions of the *Industrial Relations Act 1996*.

### **G6. Hours of Work**

#### (i) 35 Hour Week Employees

- (a) Subject to sub-clause (ii) of this clause, the ordinary hours of work shall be thirty five (35) hours per week to be worked seven (7) hours per day between the hours of 7.00 am and 5.30 pm, Monday to Friday inclusive. However, where there is mutual agreement between the employee and the immediate supervisor, the ordinary hours of work may be worked between the hours of 7.00 am and 7.00 pm.

Provided further that, where the Corporation agrees, an employee may elect to work his/her ordinary hours of work outside the normal span of hours without attracting shift penalty rates.

The Corporation may direct an employee to vary his or her starting and finishing times within the span of hours covered by this Agreement subject to the employee being given at least seven (7) days notice of the required change.

- (b) Lunch breaks for thirty-five (35) hour week employees shall be taken between the hours of 12 noon and 2.00 pm (at regular rostered periods approved by their section supervisor). Lunch breaks of thirty (30) minutes, forty-five (45) minutes or one (1) hour must be taken.

No employee shall be required to work longer than five (5) hours without a lunch break (see clause G8 (vi)).

- (c) All employees will be allowed a break of ten (10) minutes for morning tea to be taken in or about their places of work.

All employees will be allowed afternoon tea without interruption to normal duty at their places of work where possible.

- (d)
  - (1) The following schemes are available: either a twenty (20) or nineteen (19) day four-week period or a nine (9) day two-week period. The nineteen (19) day four-week period involves working an additional twenty five (25) minutes each day. This entitles an employee to one (1) day's rostered leave.

The nine (9) day two-week period involves working an additional fifty five (55) minutes each day. This entitles the employee to one (1) day's rostered leave.

Operation:

Choice of Working Hours -

The twenty (20) day period involves working seven (7) hours per day (four-week period).

The nineteen (19) day period involves working seven (7) hours twenty five (25) minutes per day (four-week period).

The nine (9) day period involves working seven (7) hours fifty five (55) minutes per day (two-week period).

Employee choice between these schemes is subject at all times to the following:

that normal working function of the section is not adversely affected;

that inconvenience is not experienced by the public;

that the employee concerned does not have a poor record for absenteeism or punctuality.

The Corporation shall not change an employee's choice of scheme of working hours once elected by an employee unless the employee so agrees, other than by agreement with the Union, or, failing agreement with the Union, subject to the approval of the Industrial Commission or the Conciliation Committee for the industry.

- (2) Subject to the provisions of paragraph (a) of this subclause, employees must submit to their section supervisor prior to the commencement of each four (4) week cycle, nominations for rostered days off. Subject to work requirements, the appropriate Manager will give approval to the nominated rostered days off.
- (3) Subject to the provisions of paragraph (a) of this subclause employees may only change the nominated rostered day off if their supervisor considers that it is warranted. Such approval shall not be unreasonably withheld.
- (4) Employees may only change from that scheme already nominated (to the nineteen (19) or nine (9) day scheme), at the beginning of a four (4) week cycle. A time slot of working hours must be selected.

Employees may change to the twenty (20) day scheme at any time, but will have roster day off entitlements reduced unless a four (4) week period is completed.

- (5) Each day that an employee fails to work the additional twenty five (25) or fifty five (55) minutes, roster day off entitlements will be affected. Following the accumulation of nine (9) such days, leave entitlements under a nineteen (19) day month, will be reduced to half day. In this case, employees must work for 3.5 hours on that day, either in the morning or afternoon, consistent with normal starting or finishing times. No lunch break will be taken.
- (6) Employees working a nine (9) day fortnight who accumulate ten (10) such days will only be entitled to one (1) rostered day during the next four (4) week period.
  - A. Subject to subclause 2 hereof, rostered day off entitlements will not be reduced when an employee is absent on authorised leave for portion of the period covered by his/her roster cycle. All other absences will lead to a reduction.
  - B. Rostered days off will not accrue for periods of leave without pay in excess of one (1) day.
  - C. Rostered days off will not accrue when an employee is absent on authorised leave (excluding Annual Leave) for the full period covered by his/her roster cycle.



- (7) Employees who resign from the Corporation will be paid any roster day entitlement that has accumulated.
- (8) The attendance year is divided into thirteen (13) periods of four (4) weeks and absences accumulated at the end of the thirteenth attendance period will not be carried forward into the following attendance year.

(ii) 38 Hour Week Employees

The ordinary hours of work for all full-time wages employees and the following classes of full-time salaried employees shall be thirty eight (38) hours per week worked in accordance with the following provisions for a four (4) week work cycle.

All designated field supervisors including:

Contract Co-ordinator Operations  
Field Supervisor (Civil) Operations  
Field Supervisor (EMM) Operations  
Compliance Officer Operations  
Telemetry Systems Officer Operations  
Field Auditor  
Fleet Services Co-ordinator Operations  
Inspector  
Foreman

Day Workers and Shift Workers

(a)

(1) Fixed and Regular Standard Roster Day Off

The ordinary working hours shall be worked as a nineteen (19) day four (4) week cycle of eight (8) hours each day with .4 of one hour of each day worked accruing as an entitlement to take the standard roster day off (as adopted by the Building Trades Group) in each cycle as a day off paid for as though worked.

The span of working hours for day workers shall be Monday to Friday inclusive between the hours of 7.00 am and 5.30 pm as directed by the Corporation.

(2) Fixed and Regular Alternate Roster Days Off

Provided that to accommodate the service to be provided to the community, employees will, where necessary, take an agreed alternate day off so that the service is available each day Monday to Friday inclusive (Public Holidays excepted) that would be provided on an ordinary working day.

(3) Employees Recalled to Work on a Scheduled Roster Day Off

An employee recalled to work on a roster day off without being notified prior to ceasing work on the last ordinary working day, shall be paid overtime rates for time worked as though the work had been performed on a Saturday. Payment for the roster day off is made separate and in addition to the payment made for overtime worked.

- (b) Where the standard roster day off or agreed rostered day prescribed by sub-paragraph (a) (1) above falls on a Public Holiday, the next working day shall be taken in lieu of the rostered day off, provided that by agreement in special circumstances another day may be substituted in that or the next four (4) week cycle.

- (c) Each day of paid leave taken and any Public Holiday occurring during any cycle of four (4) weeks shall be regarded as a day worked for accrual purposes. No other leave taken will be regarded as time worked for accrual purposes.
- (d) An employee who has not worked a complete nineteen (19) day four (4) week cycle shall receive pro rata accrued entitlements for each day worked or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.
- (e) Two (2) breaks per day will be allowed off for day workers other than shift workers. The first break of twenty (20) minutes duration to be counted as time worked to be commenced at or within three (3) hours of commencing work. The second break of thirty (30) minutes duration to be commenced at or within six (6) hours of commencing work. These breaks shall be in substitution of morning and afternoon tea and lunch breaks.
- (f) No relief payment will be made to an employee whilst relieving a person who is absent on rostered leave.
- (g) Provided, however, that notwithstanding anything mentioned elsewhere in this clause:-
  - (1) The starting and finishing times of employees wherever practicable shall be mutually agreed upon by the relevant Union and the Corporation.
  - (2) Where it is necessary, the starting and finishing times for day workers may be varied between 6.00 am and 7.00 pm in cases of exigency or in other situations following prior agreement between the field supervisor and employees on the job, without liability on the part of the Corporation to pay overtime.

The term "exigency" shall be taken to mean:-

- (A) where the work is dependent on the flow of tides;
- (B) where ordinary working hours cannot be worked owing to heavy traffic;
- (C) where the transport facilities are not convenient for working the ordinary hours.

(iii) All Employees

(a) Flexible Arrangements (Employee Requests)

In lieu of the employees scheduled roster day, the employee may take an alternate roster day off (subject at all times to section operational requirements) on any working day, within the same roster cycle. This alternate RDO must be mutually agreed between the employee and the supervisor on the job or by agreement the employee may have the roster days banked to be taken at some future time.

Generally employees are expected to take scheduled roster days when they are due and employees who do not avail themselves of scheduled roster days will not accrue in excess of five (5) days.

(b) Flexible Arrangements (Management Requests)

Where work requirements do not allow the taking of a roster day as scheduled, the employee will have the option of taking an alternate day within the same roster period as agreed between the employee and his/her supervisor, (such agreement shall not unreasonably be withheld) or having the roster day banked to be taken at some future time.

Management will only request an employee to defer taking a RDO in special or emergency circumstances. Requests by Management for an employee to defer the taking of a scheduled roster day off must be in writing.

The Corporation will take all reasonable steps to ensure that the total roster days banked does not exceed five (5) days, however, where the bank of roster days unavoidably exceeds five (5) days, the employee will not have a limit placed on the number of days which can accrue as a result of such management requests.

Any roster days accumulated as a result of management requests will be taken within a time frame mutually agreed between the supervisor and the employee.

(c) Sick when on RDO

An employee who is sick on a roster day off, to claim a substitute day off, shall where practicable notify their supervisor within four (4) hours of normal starting time on that day.

(d) Make-up Time

Subject to Section/Business Unit convenience and approval by the relevant manager, an employee may take time off during ordinary hours and work these hours at a later time which fall during the spread of ordinary hours provided in the Award at the ordinary rate of pay

### **G7. Shift Work**

(i) For the purpose of this clause -

"Afternoon shift" means any shift finishing after 7.00 pm and at or before midnight.

"Night Shift" means any shift finishing subsequent to midnight and at or before 7.00 am.

Thirty (30) minutes shall be allowed to 38 hour week shift workers each shift for a meal which shall be counted as time worked subject to the employee being immediately available at the work location according to the exigencies of the work.

35 hour week employees engaged on shift work shall take unpaid meal breaks of thirty (30) minutes, at regular rostered periods approved by their section supervisor.

Tea Breaks: A tea break of ten (10) minutes during the periods both before and after the meal break shall be allowed to each shift worker, such break to be counted as time worked, subject to the employee being immediately available at the work location according to the exigencies of the work.

(ii) Shift workers whilst on afternoon shifts shall be paid for such shift 17 ½ per cent more than their ordinary rate of pay and whilst on night shift shall be paid for such shift 22 ½ per cent more than the ordinary rate of pay.

(iii) Saturday rates for Shift Workers (including seven (7) day roster employees)

For an ordinary shift performed on Saturdays, Shift Workers shall be paid a minimum of time and one half.

Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in sub-clause (ii) of this clause.

(iv) Sunday and Holiday rates for Shift Workers (including seven (7) day roster employees)

Ordinary shifts performed on a Sunday or Holiday shall be paid in accordance with Clause G10 - Sunday and Holiday Rates.

Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in sub-clause (ii) of this clause.

Shift workers rostered off duty on a public holiday shall be paid at single time rates for such holiday.

(v) Shift Workers - Change of Shift or Roster

Except as provided hereunder, a Shift Worker who is required to change from one shift to another, shall where practicable, be given twenty four (24) hours' notice of the proposed change. Where this notice is not given by the Corporation, overtime rates shall be paid for the ordinary time so worked (plus the addition of shift allowance) until the expiration of such twenty four (24) hours. Provided that:-

- (a) a Shift Worker transferred from one roster to another shall, in respect of the first day upon which he/she is required to work the new roster, which day would have been his/her day off on the old roster, be paid at the rate of double time;
- (b) shifts so worked shall be regarded as forming part of the employee's ordinary week's work.

(vi) Shift Workers Transferred to Day Work

Except as provided hereunder, a shift worker who is transferred to day work shall, where practicable, be given twenty four (24) hours' notice of the proposed change. Where this notice is not given by the Corporation, overtime rates shall be paid for the ordinary time so worked until the expiration of such twenty four (24) hours from the time of notification. Provided that:

- (a) shifts so worked shall be regarded as forming part of the employee's ordinary week's work;
- (b) this provision shall not apply to work performed on Saturdays, Sundays and Holidays.

(vii) Day Workers Transferred to Shift Work

When a day worker is called upon to temporarily transfer to shift work or relieve a roster employee, the employee shall be paid for the first one (1) and up to five (5) afternoon and/or night shifts worked at the rate of time and one half for time worked on such shifts. Should the employee be called upon to work for more than five (5) shifts for which these penalty rates have applied, the foregoing provisions of the regular roster shall apply. Provided that:

- (a) an employee shall be paid at overtime rates for any afternoon or night shift upon which the employee is employed as a shift worker under this subclause in respect of which the employee has not been given at least twenty four (24) hours notice;
- (b) shifts so worked shall be regarded as forming part of the employee's ordinary week's work.

(viii) For the purpose of this clause, any shift, the major portion of the ordinary hours of which are worked on a Saturday, Sunday or Public Holiday, shall be deemed to have been worked on a Saturday, Sunday or Public Holiday and shall be paid for as such.

(ix) Where a shift worker fails to report for work, the shift worker from the preceding shift may be required to remain at work and shall be entitled to claim overtime payment in accordance with this Award.

### **G8. Rest Periods After Overtime**

An employee required to continue work for seven (7) hours or more after his/her proper ceasing time shall be entitled to a rest period of ten (10) hours before again commencing his/her next ordinary shift, and be paid for any working time lost at ordinary rates.

Employees recalled to work after ceasing work, who work for more than a total of four (4) hours in any 12 hour period and finish on the last occasion at a time which does not allow the employee to have a seven (7) hour rest

period before their next normal starting time, will be entitled to a rest period of ten (10) consecutive hours. Employees will be paid for any working time lost.

If any employee is directed to resume or continue work without having had the required rest period, the employee shall be paid at overtime rates until released from duty, and shall then be entitled to be absent until the employee has had a rest period of ten (10) consecutive hours without loss of pay for ordinary working time occurring during such absence.

The provisions for rest periods shall apply in the case of shift workers as if eight (8) hours were substituted for ten (10) hours when overtime is worked:

- (a) for the purpose of changing shift rosters; or
- (b) where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker;
- (c) where a shift is worked by arrangement between the employees themselves.

### **G9. Overtime**

- (i) Subject to Clause (i)(a) Hunter Water may require an employee to work reasonable overtime at either overtime rates or as otherwise provided in this award or registered agreements.
  - (a) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
  - (b) For the purposes of clause 1.2 what is unreasonable or otherwise will be determined having regard to:
    - (1) any risk to employee health and safety;
    - (2) the employee's personal circumstances including any family and carer responsibilities;
    - (3) the needs of the workplace or enterprise;
    - (4) the notice ( if any ) given by the employer of the overtime and by the employee of his or her intention to refuse; and
    - (5) any other relevant matter.
- (ii) Overtime shall mean all time worked in excess of the ordinary hours prescribed by this Award.

Subject to Clause G10 (Sundays and Public Holidays) employees shall be paid all time worked in excess of or outside the ordinary working hours prescribed by this Award at the rate of time and a half for the first two (2) hours and double time thereafter with the exception that all work performed after 12 noon on Saturday shall be paid for at the rate of double time.

For the purpose of this clause, ordinary hours shall be taken as being inclusive of time worked for rostered day off accrual purposes.

- (iii) Recalled to Work Overtime

Employees recalled from their residence after the usual ceasing time and before 6.00 am on the next working day shall be paid for all time worked outside normal working hours at overtime rates with a minimum payment of four (4) hours, such payment to cover any subsequent call within that four (4) hours. The time in each case will be computed from the employees home to work and return.

- (iv) Planned Overtime (notified prior to ceasing work on the last ordinary shift)
- (a) Day workers shall be paid a minimum of four (4) hours, at overtime rates for planned overtime worked on a Saturday, Sunday or Public Holiday.
  - (b) Shift workers shall be paid a minimum of four (4) hours, at overtime rates for planned overtime worked on a roster day off in accordance with the normal shift roster.
- (v) Shift Workers
- Shift workers for all time worked:-
- (a) in excess of the ordinary working hours prescribed by this Award; or
  - (b) on more than eleven (11) ordinary shifts in twelve (12) consecutive days; or
  - (c) on a rostered shift off;
- shall, subject to Clause G10 - (Sundays and Public Holidays) be paid at the rate of time and one half for the first two (2) hours and at the rate of double time thereafter. This sub-clause shall not apply when the time worked is:-
- (1) for the purpose of effecting the customary rotation of shifts; or
  - (2) by arrangement between the employees themselves.
- (vi) Overtime Limitations
- (a) Salaried employees whose salary, or salary and allowances exceeds the salary for salary point 27 shall not be entitled to payment for overtime except in exceptional circumstances as approved by the relevant Executive Manager, with such authorised payment of overtime paid at the salary for salary point 27.
  - (b) Entitlements to overtime payments will lapse if claims are not received within three (3) calendar months of the overtime being worked.
- (vii) Working through lunch breaks
- An employee who is directed to work during the recognised meal break shall be paid overtime rates until the employee is released for a lunch break which shall be taken without loss of pay.
- (viii) Time off in lieu of pay for Overtime
- (a) An employee may elect, with written consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
  - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
  - (c) If, having elected to take time off as leave in accordance with sub-clause (a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
  - (d) Where no election is made in accordance with sub-clause (a) the employee shall be paid overtime rates in accordance with the award.

**G10. Sundays and Public Holidays**

- (i) Subject to the following provisions, 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, Anzac Day, Labour Day, Queen's Birthday, Bank Holiday (first Monday in August), Show Day (local fixture), Christmas Day, Boxing Day or any days in lieu thereof, together with all other gazetted holidays proclaimed to operate throughout the State.
- (ii) All time worked on any Public Holiday shall be paid for at the rate of double time and one half until released from duty. [See Clause G9 iii(a)].
- (iii) All time worked on Sunday shall be paid for at the rate of double time until released from duty.
- (iv) Picnic Day

Picnic Day shall be that day approved by the Corporation to be the Picnic Day.

Leave of absence shall be granted to employees subject to the following conditions:-

- (a) Relevant Managers determine that the employee can be spared from duty that day, having first considered the requirements of service to the public, and any special or urgent work required.  
  
Employees not required to work must take the approved Picnic Day.
- (b) Those employees required to work will be paid ordinary time and shall be allowed a day off in lieu at a later date provided that such day taken off in lieu must be taken within four (4) months or entitlement forfeited.
- (v) August Bank Holiday and Local Show Day  
  
A day's leave of absence in lieu of August Bank Holiday and local Show Days shall be granted to each employee on an individual basis. They shall be allowed a day off in lieu which must be taken within four (4) calendar months of the respective entitlement date, subject to the following conditions:-
  - (a) All sections will be adequately staffed on any one day to ensure provision of services.
  - (b) Those employees scheduled to work on the gazetted day will be paid ordinary time except as otherwise prescribed in subclause (vii) hereof.
  - (c) Show Day shall not be granted more than once per annum to an employee.
- (vi) Where an employee is absent from his/her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.
- (vii) Shift Workers rostered to work on Public Holidays shall be required to work in accordance with the roster. Payment will be made at the rates prescribed for Sunday and Holiday Rates and the employee will not be entitled to time off in lieu.
- (viii) Public holidays or time in lieu are not available to employees on approved long service leave or parental leave (with or without pay).
- (ix) Employees participating in the Inter-City Sport Club activities as well as those desirous of attending the local Show activities shall be afforded every opportunity to take the day appropriate to those activities subject to section work requirements.

**G11. Special Rates****(i) Diving Allowance**

In recognition of the skills associated with diving work following requisite training and associated duties of pre-dive planning and the selection and care of equipment, an allowance of \$1,000.00 per annum (to be reviewed annually) shall be paid to employees who:-

- (a) are in possession of the appropriate agency, Class 3 Certificate of Competency; and
- (b) are nominated on the Corporation's panel of divers to undertake underwater diving activities.

An allowance of \$465 pa (to be reviewed annually) will apply to trainee Divers nominated on the panel.

This allowance shall only be maintained whilst the employee involved indicates preparedness and fitness to continue such duties.

The payment of this allowance does not affect the employee's right to decline diving duties provided an acceptable reason is given. However, such payment would discontinue if and when an employee indicated that he or she no longer wished to participate in such activity.

An allowance of \$1.46 cents per 0.3 metres of total depth will be paid to the above employees when diving at a depth in excess of fifteen (15) metres. Such allowance to be paid once only per day as a daily allowance when incurred.

**(ii) Travelling, Accommodation and Meals**

- (a) When an employee is required to travel on Corporation's business and returns to work or home the same day, (not including journeys to and from the employee's regular depot), actual and necessary expenses other than meal expenses shall be reimbursed.
- (b) When employees are required to proceed on duty from the place of work at which they are deported, on journeys from which they cannot return to that place of work or home on the day of departure, the employee shall be entitled to the following allowances which will be subject to an annual review:-
  - (1) When required to stay overnight in a Capital City or in Canberra \$245.55 per day.
  - (2) When required to stay overnight other than in a Capital City or Canberra \$151.75.
  - (3) For the purposes of claims at the set rate under subparagraph (1) and (2) above, the allowance only applies for absences of 24 hours' duration and which involve an overnight stay. Nevertheless payment of the appropriate allowance may be made where the employee satisfies the Corporation that, despite the period being of less than 24 hours' duration, expenditure for accommodation and three meals has been incurred. Where an employee is unable to so satisfy the Corporation or where some part day travel at the end of the trip is involved, the allowance payable for part days of travel shall be limited to the actual expenses incurred during such part day travel.
  - (4) When expenses unavoidably exceed the allowance, the actual cost shall be paid by the Corporation subject to the approval of the relevant Manager. Such approval shall not unreasonably be refused on production of receipts.
- (c) The Corporation reserves the right to have regard to the standard of accommodation used and available in the area, and for the approval of upper limits of the cost of such accommodation and meals where receipts are provided and actual expenses are claimed



## (iii) Sauna Bathing Allowance

A sauna bathing allowance will be paid to any employee who comes into contact with sewage to the extent that it attaches to the employee's clothing or person. The amount of the allowance will be \$8.21 per week where contact with sewage is on a regular basis, ie three (3) or more days per week, and where contact is less than three (3) days per week, the allowance will be \$4.11 per week.

## (iv) Private Vehicle Usage Allowance

An employee who, with the prior approval of their relevant Manager or immediate Supervisor uses a privately-owned motor vehicle in the course of or in connection with employment, shall be paid for such casual use in accordance with the following rates which will be reviewed annually:-

	<1600 cc	>1600 cc < 2700 cc	> 2700 cc
Specified Journey Rate ❖	21.5 c	25.5 c	27.5 c
Official Business Rate ❖	51.6 c	72.0 c	77.4 c

## ❖ Specified Journey Rate

This rate is payable where other transport is available to permit travel within a reasonable time but the employees elect the use of a private motor vehicle in connection with official or approved travel.

## ❖ Official Business Rate

This rate is to be paid to employees who use a private motor vehicle in the performance of their duties and the following conditions are met:

no official vehicle is available;

no public or other transport is available to permit travel within a reasonable time and at a reasonable cost; and

the use of the employee's private motor vehicle is essential to, or necessary for the economic performance of the employee's duties.

## (v) Hot Places

(a) An employee working for more than one (1) hour in the shade in places where the temperature is raised by artificial means to between 46 - 54o C shall be entitled to 61 cents per hour extra.

(b) An employee working for more than one (1) hour in the shade in places where the temperature is raised by artificial means to more than 54o C shall be entitled to 71 cents per hour extra provided that where work continues for more than two (2) hours in temperatures exceeding 54o C employees shall be entitled to twenty (20) minutes rest after each two (2) hours work without deduction from pay.

(c) Employees working in tanks, reservoirs and pipes where weather conditions raise the temperature shall be treated as though the temperature had been raised by artificial means.

## (vi) Lodging Allowance - Chichester Dam

Where the Corporation requires an employee to lodge at the Corporation's quarters provided at Chichester Dam the following payments will apply:-

(a) Where meals and lodging are provided, any necessary out-of-pocket expenses shall be paid.

(b) During any period when meals are not provided, an additional allowance of \$133.75 per five (5) day week or \$26.75 per day or part thereof, shall be paid.

**G12. Union Officials and Representatives**

- (i) A Union Official is an employee elected as a Union Official in accordance with Part viii Clause 55 of the Rules and Constitution of the Australian Services Union (NSW/ACT Services Branch) and shall upon notification by the Union to the Corporation in writing, be recognised as an accredited representative of the Union.

All employees who are Accredited representatives are first and foremost employees of the Corporation and shall, subject to the clause, conduct themselves accordingly.

A Union Official shall be allowed all reasonable time during working hours to attend to Union affairs without loss of pay, provided that:

- (a) The Union Official concerned first advised and obtains permission from their immediate supervisor to absent him/herself from duty, and
- (b) A Union Official will not be permitted paid absence for the following activities:
- (1) attendance to matters involving internal union activities
  - (2) conferences, tribunal appearances and absences related to disputes or grievances or claims by the union.
  - (3) conferences, tribunal appearances and absences related to award applications or claims.

Provided that where a Union Official attends a conference with management during working hours at management's request he/she shall be paid.

- (ii) Union and Craft Union Delegates

The Corporation shall give recognition to any employee who is the delegate representing a group of employees where he/she is employed and shall be allowed the necessary time to interview the Corporation's representatives during working hours in case of a claim, issue or dispute affecting the group of employees.

**G13. Dispute/Grievance Procedures**

- (i) Grievance Procedure - Individual Employee

- (a) An employee who has a grievance must notify the Corporation, in writing if requested, as to the substance of the grievance, request a meeting with the Corporation for bilateral discussions and state the remedy sought.
- (b) In the first instance, the employee must raise a grievance with the employee's immediate supervisor and if the matter is not settled at that level the grievance must be further discussed and resolution attempted at increasingly higher levels in the Corporation with final resolution being attempted between the Employee Services Representative, the Manager concerned and the employee.
- (c) Reasonable time will be allowed for discussion at each level of authority.
- (d) At the conclusion of the discussion, if the matter has not been resolved, the Corporation shall provide a response to the employee's grievance including reasons for not implementing the employee's proposed remedy.
- (e) While this procedure is being followed normal work must continue.
- (f) The employee may be represented by an accredited representative of the Union or Craft Union as appropriate.

- (g) The procedure for resolving a dispute will be impartial, fair and non-discriminatory in accordance with anti-discrimination law.
- (ii) Dispute Procedure - Group of Employees
- (a) If a question, dispute or difficulty arises between a group of employees and the Corporation the matter must first be raised with the immediate supervisor of the employees concerned in the dispute and if the matter is not resolved at that level the matter shall continue to be discussed between the employees and the next level of management in an endeavour to resolve the matter.
  - (b) The Corporation may require the issues in dispute be advised in writing before discussion takes place on the matter.
  - (c) A reasonable period of time shall be allowed for discussion to take place in an attempt to resolve the dispute.
  - (d) If the matter is not resolved between representatives of the Corporation and the employees the matter may be notified to the Industrial Relations Commission for resolution in accordance with the Act.
  - (e) Whilst this procedure is being followed, normal work must continue.
  - (f) The employee may be represented by an accredited representative of the Union or Craft Union as appropriate.
  - (g) The procedure for resolving a dispute will be impartial, fair and non-discriminatory in accordance with anti-discrimination law.

#### **G14. Leave**

- (i) Annual Leave
- (a) Annual leave to the extent of four (4) weeks per annum (exclusive of Public Holidays observed on a working day) shall accrue to each employee proportionately from month to month at the rate of one and two-third days for each completed calendar month of service or one-third day for six (6) calendar days for each incomplete month - such leave to be credited without any qualifying period of service.
  - (b)
    - (1) Subject to paragraphs (2) and (3) hereof, annual leave entitlements accrued up to 30 June each year shall be taken in the ensuing financial year.
    - (2) In special circumstances the relevant Divisional Manager may approve the accumulation of all or part of any annual leave accrued but total leave accumulated at 30 June in any year shall not exceed a maximum of fifty (50) days.
    - (3) If the relevant Divisional Manager is of the opinion that it is not practicable to allow an employee to take the whole or any part of the quantum within the financial year that it was due to be taken, the leave may be mutually postponed.
  - (c)
    - (1) Annual leave for Salaried employees shall be taken at the salary the employee was receiving immediately prior to the taking of the leave except where the employee takes such leave immediately following a period of relief in a higher classification.

In these circumstances the employee shall be paid at the salary the employee would have received if the employee were carrying out normal duties.

- (2) A Salaried employee who takes Annual Leave during a period of relief (i.e. where a continuous period of relief is interrupted by the taking of Annual Leave) shall be paid for such leave at the relieving rate.
- (3) The rate of pay for a Wages employee entering on annual leave shall be the employees "ordinary rate of pay" (see subclause (iv) of Clause W1 Wages).
- (d) In the event of the resignation or retirement of an employee, the cash equivalent of all accumulated annual leave due to such employee and untaken at the date of resignation or retirement shall be paid to the employee concerned. The cash value of such leave shall be calculated at the salary the employee was receiving immediately prior to resignation or retirement.
- (e) In addition to the benefits of four (4) weeks Annual Leave, an employee who, during the year of employment with the Corporation was a seven (7) day shift worker shall be entitled to the additional leave as below specified:-
  - (1) If during the year of employment the employee has served the Corporation continuously as such seven (7) day shift worker, the additional leave with respect of that year shall be one (1) week.
  - (2) If during the year of employment the employee has served for only portion of it as such seven (7) day shift worker, the additional leave shall be one half day for every eighteen (18) ordinary shifts worked as a seven (7) day shift worker.
- (f) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (ii) Parental Leave (maternity, paternity and adoption leave)

In addition to the Parental Leave provisions detailed in Part 4 of the Industrial Relations Act 1996, the following conditions will apply:

- (a) For the purposes of Maternity Leave, entitlements will include nine (9) weeks paid Maternity Leave which will be available to full time female employees who have completed 40 weeks continuous service. This may be taken as either nine (9) weeks at full pay or 18 weeks at half pay.

Part-time employees will have a pro-rate entitlement.

- (b) For the purposes of adoption leave, parental leave entitlements will include paid leave which will be available to full-time employees who have completed forty (40) weeks continuous service:-

- (1) If the child is aged 1-5:

three (3) weeks at their ordinary rate of pay; or

six (6) weeks at half their ordinary rate of pay

commencing from the date of placement of the child.

For the purposes of this clause "ordinary rate of pay" will mean the amount paid for the standard working hours.

- (2) Where the employee is the primary care giver and the child is under twelve (12) months old:-

nine (9) weeks at their ordinary rate of pay; or

eighteen (18) weeks at half their ordinary rate of pay

commencing from the date of placement of the child.

(3) For part-time employees, paid leave detailed in (1) and (2) above will be at a pro rata rate.

(c) The twelve (12) month Maternity/Adoption Leave entitlement may be taken as follows:-

- (i) full-time, for up to a maximum of twelve (12) months, from the child's date of birth/ placement of the child, or
- (ii) part-time, up to a maximum of two (2) years, from the child's date of birth/ placement of the child, or
- (iii) a combination of full-time and part-time leave, provided that no more than twelve (12) months' Maternity/Adoption Leave on a full-time basis is taken and that the balance taken part-time will conclude before the child's second birthday/second anniversary of the child being placed.

(d) Right to request

(a) An employee entitled to parental leave may request the employer to allow the employee:

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

to assist the employee in reconciling work and parental responsibilities.

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

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

The employee's request and the employer's decision made under d(a)(2) and d(a)(3) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under d(a)(3), 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.

(e) 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:

- (1) 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
  - (2) 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 paragraph (a).
- (f) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) 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 an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

(iii) Bereavement Leave

- (a) An employee, other than a casual employee, shall be entitled to up to three (3) day's bereavement leave without deduction of pay on each occasion of the death of a person prescribed in (d) below.
- (b) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (c) An employee shall be entitled to a maximum of a further two (2) days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's relative as referred to in (d), and where such employee travels outside of Australia to attend the funeral.
- (d) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carers' Leave in Clause G14 (vi) (d), as well as son-in-law and daughter-in-law, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (e) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (f) Bereavement leave may be taken in conjunction with other leave which is available in the context of personal/carer's leave. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (g) Bereavement entitlements for casual employees
  - (1) Subject to the evidentiary and notice requirements in (b) above casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in (d) above.

- (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance
- (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

(iv) Sick Leave

- (a) Upon completion of three (3) months' continuous service with the Corporation, where an employee is absent from duty owing to personal ill-health or accident which is not due to the employee's negligence, the employee shall be paid ordinary pay during such absence subject to the following:
  - (1) An employee absent from duty by reason of such ill health or accident shall, if practicable, within four (4) hours of his/her regular starting time notify the Corporation of the reason for absence.
  - (2) An employee absent on account of such ill health or accident, for more than three (3) days, shall forward to the Corporation a medical certificate showing the nature of the illness. In cases of extended absence, the relevant Manager may, if thought fit, require a fresh medical certificate to be furnished each week.
  - (3) Should the Corporation require an employee to furnish a medical certificate in respect of periods of absence of less than three (3) days, the Corporation shall advise the employee in advance and bear the actual cost to the employee of obtaining such medical certificate required, providing such certificates shall certify that the employee is unable to perform normal duties.
  - (4) Should the Corporation become concerned as to the extent or nature of sick leave taken by an employee, the Corporation may require that employee to attend a medical practitioner nominated by the Corporation for the purpose of:

Satisfying itself that the employee is or was unable on account of such illness or incapacity, to attend for duty on the day or days for which payment under this clause is claimed.

Satisfying itself that the Corporations duty of care to employees in respect to Occupational Health and Safety is appropriately exercised.
  - (5) The Sick Leave entitlement of a part-time employee shall be pro rata. Any employee varying from full-time to part-time (or vice versa) shall have their entitlement adjusted on a pro-rata basis; and
- (b) Such employee shall be entitled to payment for non-attendance on the grounds of accident or ill-health up to ten (10) days in each year of service (equal to two (2) ordinary working weeks); provided that should any such employee be entitled to receive compensation for such accident or ill-health under any Act relating to compensation for workers, sick leave shall not apply, and
- (c) Sick leave shall accumulate from year to year so that such entitlements or any part thereof, if not granted, shall be available to the employee in a subsequent year upon the same conditions without diminution of the entitlements for that year, and
- (d) Service prior to the commencement of this Award shall count as service for all purposes of this clause, and

- (e) At the expiration of all sick leave entitlements, an employee may be granted such periods of sick leave without pay as the Corporation may determine, and
- (f) At the date of commencement of this Award each Salaried employee will be credited with a bank of sick leave calculated at 10 days per annum for the past five (5) years of service.

Provided that any employee who has exhausted all sick leave entitlements under this clause shall be entitled to further paid sick leave to the extent (if any) that the employee would have been entitled to sick leave with pay in accordance with the provisions applicable immediately prior to the date of this Award. This entitlement ceases to have effect three (3) years from the date of this Award.

- (g) If an employee has exhausted all paid sick leave entitlements, the relevant Manager, on being satisfied that further leave is necessary on account of ill health, may at his/her discretion grant additional sick leave on full pay.

(v) Long Service Leave

- (a) Long Service Leave shall accrue to each employee in accordance with the following scale:

Period of Service	Leave On Full Pay		Or Leave On Half Pay	
	5 Day Working Week		5 Day Working Week	
	Days		Days	
After 10 years of service	43	1/3	86	2/3
After 15 years of service	97	1/2	195	
After 20 years of service	151	2/3	303	1/3
After 25 years of service	205	5/6	411	2/3
After 30 years of service	260		520	
After 35 years of service	314	1/6	628	1/3
After 40 years of service	368	1/3	736	2/3
After 45 years of service	422	1/2	845	
After 50 years of service	476	2/3	953	1/3

- (b) The term "days" shall include all days other than Saturdays and Sundays.
- (c) An employee is entitled to Long Service Leave after the completion of ten (10) years' service.

After completion of the first ten (10) years of an employee's service, Long Service Leave shall accrue from month to month pro rata in accordance with the above scale.

Where the services of an employee are terminated or cease for any reason, the Corporation shall pay to the employee, the money value of all Long Service Leave not taken at the time of the termination of the employee's services.

- (d) Where the services of an employee who has completed at least five (5) years' continuous service as an adult and less than ten (10) years' overall service are terminated by the Corporation for any reason except for serious and wilful misconduct or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, shall be entitled to be paid as Long Service Leave a proportionate amount on the basis of two (2) months' for ten (10) years (such service to include service with the Corporation as an adult and otherwise than as an adult).
- (e) For the purpose of this paragraph "service as an adult" shall be the period of service with the Corporation which the employee has from the age of 18 years or over.
- (f) An employee who terminates their service on account of illness, incapacity or domestic or other pressing necessity must include in the notification of resignation the reason for leaving the Corporation.



- (g) The cash value of Long Service Leave payable to a Wages employee shall be at the ordinary rate of pay (see Clause W1 (iv)) and for a Salaried employee shall be calculated at the salary the employee was receiving immediately prior to termination.
  - (h) For the purpose of computing the amount of Long Service Leave accrued to an employee under this clause, subject to the employee's consent, periods of Leave Without Pay for three (3) months or more under this Award shall not be deemed to be included in the period of service.
  - (i) The length of employment of an employee for the purpose of this clause shall be determined in respect of service as from the date of first employment by the Corporation unless there has been a break in the continuity of service, in which case the length of time not employed shall be deducted.
  - (j) Cash payment for Long Service Leave on termination under the above provisions shall be in extinction of all such leave.
- (vi) Family Leave
- (a) Employees, other than a casual employee, will have an entitlement to family leave of five (5) days per annum.
  - (b) Family leave may be used for:
    - Personal carers' leave
    - Special leave
  - (c) The annual five (5) days family leave entitlement is not cumulative and is capped as follows :-
    - (1) Personal Carers' Leave - up to five (5) days per annum (with any residual balance from the five (5) days being available for Special leave).
    - (2) Special Leave - an employee may be granted special leave by the Managing Director in the case of pressing necessity without deduction from ordinary pay for period or periods not exceeding 2 1/2 days per annum.

Leave will be granted only in extraordinary or emergency circumstances where employees are forced to absent themselves from duty because of urgent pressing necessity and such leave as is granted will be limited to the time necessary to cover the immediate emergency. Any absence occasioned by personal exigencies, which might fairly be regarded as an obligation on the employee, rather than the employer, to make good, will be charged against the ordinary leave credits of the employee.
  - (d) Personal carers' leave may only be used for illness of a family/ household member where the illness is such as to require care by another person. A family/household member is a person who is:
    - (1) a spouse of the employee; or
    - (2) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bonafide domestic basis although not legally married to that person; or
    - (3) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
    - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bonafide domestic basis; or

- (5) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

"relative" means a person related by blood, marriage or affinity;

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

- (e) In the case of Personal carers' leave, the Corporation may require an employee to produce a Medical Certificate stating that the illness is such as to require the care by another person.
- (f) Only one person can take Carers' leave for an ill person (eg only mother or father take time off to care for a sick child, not both parents).
- (g) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (h) Personal Carers Entitlement for casual employees
- (1) Subject to the evidentiary and notice requirements in (e) above casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in (d) above who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

Further facilitative arrangements available for use in association with Personal Carers' Leave.

- (i) Unpaid Leave for Family Purposes - An employee may elect, with the consent of the Corporation to take unpaid leave for the purpose of providing care to a family member, as defined in (d) above, who is ill.
- (j) Annual Leave . See Clause G14 (i) Annual Leave (f).
- (k) Time off in Lieu of Payment for Overtime. See Clause G9 (vii) - Time off in lieu of pay for overtime.
- (l) Make-up time. See Clause G6 Hours of Work (iii) (d) Make-up time.
- (m) Rostered Days Off. See Clause G6 Hours of Work (iii) (a) Flexible Arrangements (Employee Requests).
- (vii) Aborigines National Day

Aboriginal employees may apply to the Corporation to be granted one (1) day's Special Leave per annum to participate in National Aboriginal Day celebrations and such leave shall not be unreasonably withheld.

**G15. Annual Leave Loading**

- (i) Employees, other than seven (7) day continuous shift workers, shall be granted an annual leave loading, equivalent to 17 ½% of four (4) weeks' ordinary salary/wages (for this purpose 'ordinary salary/wages' does not include any regular payment made on an annual or weekly basis as compensation for shift work performed).
- (ii) The full entitlement to the loading on annual leave that the employee has accrued over the previous leave year is to be paid to him/her on the first occasion on which he/she takes sufficient annual leave to permit him/her to be absent from duty for at least two (2) consecutive weeks after 1 December in any year. The loading will apply only to leave accrued in the year ending on the preceding 30 November.
- (iii) In the event of no such absence occurring by 30 November of the following year, the employee (being still employed) is to be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November of the previous leave year, notwithstanding that he/she has not entered on leave.
- (iv) Shift Workers. Unless determined otherwise, shift workers proceeding on annual leave are to be paid in respect of leave taken in any period of 12 months commencing 1 December, shift premiums and penalty rates (or other allowance paid on a regular basis in lieu thereof) they would have received had they been on duty, or the 17 ½% annual leave loading as prescribed, whichever is the more favourable. Payment of shift premiums and penalty rates shall not be made for public holidays which occur during such period of annual leave, nor to compensatory leave which has been added to a period of annual leave in respect of public holidays worked, or public holidays which fall on a seven (7) day shift worker's rostered day off during a period of leave. In the case of seven (7) day continuous shift workers, the 17 ½% annual leave loading is to be calculated on the basis of 17 ½% of five (5) weeks' ordinary wages/salary.
- (v) There shall be a leave year ending 30 November in every year.
- (vi) Upon retirement, resignation, or termination by the employer for any reason other than misconduct, an employee who has not taken annual leave qualifying him/her for payment of an annual leave loading since the preceding 1 December, shall be paid the loading which would have been payable had such leave been taken. The annual leave loading is not payable when an employee is granted recreation leave to his/her credit, or the monetary value thereof on resignation or dismissal for misconduct.
- (vii) Broken service during a year does not attract the annual leave loading, eg if an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment attracts the annual leave loading, subject to the foregoing conditions.
- (viii) Rate of Payment. The annual leaving loading is to be calculated on the wage/salary rate paid for leave when taken, ie new rates granted by Award, Agreement, National Wage Case Decisions, increments, etc during the period of leave are to be taken into account unless otherwise prescribed by this Award and, if necessary, retrospective adjustment of the loading is to be made. Where payment is made as at 30 November, because no period of two (2) weeks' leave has been taken during the year, the payment is to be calculated at the rate which would have been paid had the leave been taken at 30 November.
- (ix) Provided adequate notice is given, the annual leave loading will be paid prior to entry on leave, normally at the same time as the advance on wages/salary.

**G. 16 Wages/Salary Packaging**

- (i) Where the Corporation agrees, an employee may elect to receive their wage/salary entitlements in a remuneration package for all ordinary time as follows:
  - (a) The benefit of:
    - a motor vehicle
    - any other benefit mutually agreed, and

- (b) An amount of wages/salary equal to the difference between the employee's total package and the amount specified by the Corporation from time to time for the benefit received by the employee in respect to (a) above.
- (ii) The Corporation will ensure that the structure of any agreed package complies with taxation and other relevant laws.
- (iii) The agreement, the terms and conditions of which shall be in writing and signed by both the Corporation and the employee, shall detail the components of the total remuneration package. A copy of the agreement shall be made available to the employee and where authorised by the employee a copy shall be made available to the relevant union.
- (iv) The configuration of the remuneration package shall remain in force for a period agreed between the employee and the Corporation.
- (v) Except for the provisions related to private use of motor vehicles prescribed by sub-clause (vi) below, the Corporation will advise the employee in writing of the value of other benefits before the agreement is entered into.
- (vi) Where, at the annual reconciliation the full amount allocated to a specific benefit has not been utilised, it will be paid as wages/salary which will be subject to usual taxation requirements.
- (vii) Motor Vehicle

Where the provision of a motor vehicle for private usage forms part of the remuneration package, the basis for determining the benefit will be agreed and there will be an annual reconciliation of the benefit received by the employee at which time the balance required to be paid by either the Corporation or the employee will be determined.

(viii) Superannuation

- (a) Notwithstanding the wages/salaries prescribed by this Award an employee may elect, subject to the agreement of the Corporation to sacrifice a portion of the wage/salary payable under this Award to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed must not exceed thirty (30) percent of the wage/salary payable under this Award or thirty (30) percent of the currently applicable superannuable wage/salary, whichever is the lesser. In this clause, "superannuable wage/salary" means the employee's wage/salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- (b) Where the employee has elected to sacrifice a portion of that payable wage/salary to additional employer superannuation contributions:
  - (A) subject to Australian Taxation law, the sacrificed portion of wage/salary will reduce the wage/salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
  - (B) any allowance, penalty rate, payment for unused leave entitlements, weekly workers' compensation or other payment, other than any payment for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to an employees wage/salary, shall be calculated by reference to the wage/salary which would have applied to the employee under this Award in the absence of any wage/salary sacrifice to superannuation made under this Award.
- (c) The employee may elect to have the portion of payable wage/salary which is sacrificed to additional employer superannuation contributions:

- (A) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
- (B) subject to the Corporation's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (d) Where an employee elects to wage/salary sacrifice in terms of sub-clause (c) above, the employer will pay the sacrificed amount into the relevant superannuation fund.
- (e) Where the employee is a member of a superannuation scheme established under:
  - (A) the *Superannuation Act 1916*;
  - (B) the *State Authorities Superannuation Act 1987*;
  - (C) the *State Authorities Non-contributory Superannuation Act 1987*; or
  - (D) the *First State Superannuation Act 1992*,

the Corporation must ensure that the amount of any additional employer superannuation contributions specified in subclause (a) above is included in the employee's superannuable wage/salary which is notified to the New South Wales public sector superannuation trustee corporations.

- (f) Where, prior to electing to sacrifice a portion of his/her wage/salary to superannuation, an employee had entered into an agreement with the Corporation to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause (e) above, the Corporation will continue to base contributions to that fund on the wage/salary payable under this Award to the same extent as applied before the employee sacrificed portion of that wage/salary to superannuation. This clause applies even though the superannuation contributions made by the Corporation may be in excess of superannuation guarantee requirements after the wage/salary sacrificed is implemented.

#### **G17. Uniforms/Clothing**

- (i) Where the Corporation requires an employee to wear clothes of a particular design, the Corporation shall provide an adequate supply of them.
- (ii) Damaged Clothing Compensation - An employee on providing satisfactory evidence to their relevant Business Unit Manager will receive compensation to the extent of the damage sustained to any of the private apparel being worn while in the course of carrying out their duties.

#### **G18. Health and Safety of Employees**

- (i) The Corporation shall,
  - provide a safe place of work and work practices
  - make appropriate provision for accommodation and shelter
  - supply protective clothing and equipment suitable to the nature of work and work environment
 in accordance with the requirements of the Occupational Health and Safety (OH&S) Act and Regulations.
- (ii) The Corporation shall comply with the requirements of the OH&S Act in respect to:
  - establishing OH&S Committees
  - training of employees on OH&S Committees

monitoring OH&S Committees

- (iii) The Corporation and employees shall co-operate positively in respect to obligations pursuant to the OH&S Act, Regulations and corporation standards of practice as amended from time to time.
- (iv) Employees working alone in field locations, where there is no reasonable access to communication with other persons, shall be provided with access to appropriate communication devices.
- (v) It is a condition of employment that employees must use and wear such safety equipment as is issued by the Corporation.

### **G19. Policy Matters**

The following leave and allowance entitlements are included in the Corporation's Policy Manual:

#### Leave

Blood Donor Leave

Fire Fighting Leave

Jury Service

Military leave

Naturalisation Ceremony Leave

Study Leave

TUTA Leave

War caused disability leave

Leave without pay

#### Allowances

Driving Licence Allowances

Telephone Allowances

The Corporation will not vary the policy in respect to any of the above entitlements, existing immediately prior to the date of this Award, without the consent of the relevant Unions.

### **G20. Savings**

Notwithstanding anything to the contrary contained in this Award, the Corporation shall not alter to the detriment, any conditions enjoyed by an employee covered by this Award at the date of this award without the consent of the relevant Union.

### **G. 21 Area, Incidence and Duration**

This Award shall apply to the Hunter Water Corporation and employees of the said Corporation (excluding those covered by the terms of the Professional Engineers' Federal Awards and Agreements) who are employed within the wages classifications listed in Annexure A and all Salaried employees whose salary does not exceed the salary applicable to salary point 40.

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Hunter Water Corporation Employees (State) Award 1999 published 29 April 2005 (350 I.G. 673), as varied.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 1 September 2009.

This award remains in force until varied or rescinded, the period for which it was made having already expired.

This Award rescinds and replaces:

HDWB Salaried Employees Award 1987

The Hunter Water Corporation Salaried Employees' Special Conditions Agreement

The Hunter Water Corporation Telemetry Systems Officers Salaries and Promotions (State) Award

The Hunter Water Corporation (Operations Field Supervisors) Agreement 1995

The Hunter Water Corporation Employees Enterprise Agreement 1996

and the following Industrial Agreements filed under the provisions of the NSW *Industrial Arbitration Act* 1940

Agreement No 7162 filed on 22 March 1984

Agreement No 7311 filed on 23 November 1984

Agreement No 7825 filed on 29 September 1987

Agreement No 7958 filed on 27 April 1988

Agreement No 8020 filed on 6 July 1988

Agreement No 8021 filed on 6 July 1988

Agreement No 8170 filed on 30 March 1989

Agreement No 8258 filed on 6 September 1989

Agreement No 8308 filed on 21 February 1990

Agreement No 8446 filed on 15 October 1990

Agreement No 8643 filed on 5 December 1991

## **22. Leave Reserved**

Leave is also reserved in respect to a "job security" clause.

## **WAGES SECTION - WAGES EMPLOYEES**

### **W1. Wages**

- (i) Full-time employees shall be paid the wages prescribed for their classification in the Scale set out in Schedule A (i) Wage Rates and (ii) Additional Classifications attached, on a weekly basis.

Payment will be made direct to a bank account or other financial institution, provided that in isolated areas payment may be by cheque to a given address.

- (ii) All employees shall be required to submit and sign their own time sheets which will be the claim for wages.
- (iii) All wages shall be paid weekly and the Corporation shall have the right to hold one (1) week's pay in hand.
- (iv) Where it is necessary to determine an employee's "ordinary rate of pay", it shall be determined on the basis of the majority rate paid (the classification with the most hours paid) to the employee for the previous twelve (12) month period.

Provided that where an employee has been appointed to a higher classification or has worked for a period of three (3) months continuously at a higher classification at the time the determination of the employee's ordinary rate of pay is to be made, such employee's ordinary rate of pay shall be the higher rate

### **W2. Relief**

Any employee being required to perform the work of a higher grade shall be paid, whilst so employed, the wages attaching to such higher grade. Should, however, such work on a higher grade continue for more than two (2) hours, the higher rate shall be paid for the full day.

Provided that no allowance is payable for relief occasioned by an employee being on rostered leave arising from the 38 hour week, 19 day month.

### **W3. Meal Allowances**

- (i) An employee who works overtime for more than one (1) hour beyond the proper ceasing time, or two (2) or more hours immediately preceding the normal commencing time, shall where practicable be provided with a suitable meal or paid \$8.80 as a meal allowance. If overtime continues he/she shall be entitled to an additional allowance for each further four (4) hours he/she is required for duty and reasonable meal breaks of twenty minutes allowed without deduction of pay provided however, that the first meal break shall not be taken until two (2) hours' overtime is worked after normal ceasing time.
- (ii) Should however, overtime proceed for more than one (1) hour after the normal ceasing time but does not extend for more than two (2) hours the employee shall not be allowed to take a meal break until ceasing work, when a twenty minutes paid meal break is to be added to his/her finishing time.
- (iii) An employee who commences work two (2) or more hours immediately preceding his/her normal commencing time shall be allowed a reasonable meal break of twenty minutes after four (4) hours work provided that if such meal break is due to be commenced at or after normal starting time, the meal break of twenty minutes shall be taken in lieu of the first twenty minute break specified in Clause G6 - (ii)(e).
- (iv) Meal Time on Overtime, Saturdays, Sundays and Holidays

An employee notified prior to ceasing work on his/her last ordinary shift who works overtime on Saturdays, Sundays or Holidays shall be allowed a meal time of twenty (20) minutes without deduction of pay after each four (4) hours of overtime worked if the employee continued work after such meal time.

- (v) Provision of Meal (Recalled Employee)

An employee who is recalled from his/her place of residence without being notified prior to the end of his/her last normal working shift shall be entitled to:-

- (a) a meal allowance of \$8.80 for each completed four (4) hours;



- (b) a meal break of twenty (20) minutes without deduction of pay for each completed four (4) hours.
- (vi) The allowance specified in this clause for meals will be reviewed annually.

#### **W4. Special Rates**

(i) Wet Work

- (a) Any employee working under conditions which are exceptionally wet from any cause, shall be paid \$2.66 extra for the first hour or part thereof and 65 cents extra per hour or part thereof for each further hour. Such payment shall be paid from the first occurrence of the penalty until the employee ceases work for the day.
- (b) Any employee working in a place where water other than rain is continually dropping from overhead so that the clothing of the employee becomes appreciably wet, or where there is water underfoot so that the feet of the employee become damp shall be paid \$1.98 per day extra.
- (c) When an employee is working under conditions of an exceptionally wet and dirty nature, he/she shall be paid \$7.36 per day extra.

(ii) Dirty Work

- (a) Employees cleaning or tarring pipes, handling wet tarred pipes or doing work of a dirty nature in excess of conditions which could be normally expected for the classification that the employee is paid, including work in connection with transformers or hydraulic oil or creosote shall be paid \$1.98 per day extra.
- (b) Employees will be paid an extra dirty work allowance of \$7.36 per day extra when coming into contact with sewage matter.
- (c) Employees, when engaged in dirty work in connection with the overhaul of machinery, shall be paid \$2.25 per day extra.
- (d) Employees working under conditions which are of an exceptionally dirty nature shall be paid \$7.36 per day extra.

(iii) Handling Chemicals

- (a) Employees loading, unloading, stacking or carrying cement, lime or alum in bags or handling empty cement, lime or alum bags, or working on the maintenance of alum or lime machines, shall be paid 59 cents per hour over ordinary rates up to four (4) hours. If the time exceeds four (4) hours, the employee shall be entitled to \$3.82 per day extra.
- (b) Employees handling lime, alum or other powdered chemicals at water treatment works shall be paid \$2.57 per shift extra.
- (c) Employees spreading bleaching powder shall be paid 65 cents per hour extra.
- (d) Employees on maintenance of chlorine or fluoride chemical dosing machines or when handling caustic soda or acids shall be paid \$1.23 cents per hour.

(iv) Height Allowance

An employee working on any structure at a height of more than 6.0 metres shall be paid \$4.29 per day in addition to his/her ordinary rate.

Provided that no such payment shall be made where either an adequate fixed support not less than 0.75 metres wide or a fixed scaffold fitted with a handrail is provided. This sub-clause shall not apply to riggers.

## (v) Confined Spaces

An employee working in a confined space shall be paid 75 cents per hour extra. For the purpose of this sub-clause, confined space means a compartment or a place, the dimensions of which necessitate an employee working in a stooped or other cramped position or without proper ventilation.

## (vi) Towing Allowance

(a) A towing allowance of \$4.57 per day shall be paid to drivers of vehicles when they tow registered plant or caravans.

(b) The above allowances are not payable for towing on a job site unless the towing vehicle is specially sent to the site to carry out the towing.

## (vii) First Aid Allowance

An employee carrying out first aid duties shall be paid an allowance of \$1.25 cents per day in addition to his/her ordinary rate of pay.

## (viii) Applying Obnoxious Substances

(a) An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid 75 cents per hour extra.

(b) For the purpose of this sub-clause all materials which include or require the addition of a catalyst hardener and reactive additives or two (2) pack catalyst system shall be deemed to be materials of a like nature.

## (ix) Scaffolding and Rigging Allowance

A tradesperson who at the direction of the Corporation obtains a Scaffolding or Rigging Certificate issued by the appropriate authority and is on duties where scaffolding could be required, shall be paid an allowance of \$5.50 per week.

## (x) Wastewater Treatment Works Allowance

Employees other than Classified Wastewater Treatment Works Maintenance personnel working within the confines of an operational Wastewater Treatment Works shall be paid 36 cents per hour extra whilst so engaged.

## (xi) Fire Fighting Allowance

An employee engaged in fire fighting including routine burning off on behalf of the Corporation shall be paid an allowance of 53 cents per hour whilst so engaged, in addition to his/her ordinary rate.

## (xii) Working in Sewers or Sewer Wells

Employees working in a sewer pipe not over 1.07 metres in height that is in use, or in a sewer well that is in use or has not been cleared out, or at the bottom of a sewer shaft that is more than 6.10 metres deep shall be paid whilst so employed at the marginal difference between the hourly rate for the work he/she performs and that of a labourer general, the marginal difference to be calculated on a 34 1/5 hour week basis.

## (xiii) Disability Allowance - Wastewater Operations /Wastewater Treatment

A special disability allowance of \$8.21 per day shall be paid to all employees working in Wastewater Operations/Wastewater Treatment. The payment of this allowance will preclude the payment of penalties for dirty conditions associated with the work or confined space. The allowance will be paid

for all purposes of the agreement except Overtime and Sunday and Holiday Rates in which case it shall be paid as a flat rate of 90 cents (on an hourly basis) and not subject to penalty addition.

(xiv) Wastewater Operations Allowance

In addition to the allowance prescribed by sub-clause (xiii), an allowance of \$5.89 per day shall be paid to all employees working in Wastewater Operations. This allowance shall cover all excessively dirty conditions associated with the work and require all employees to carry out the duties of appointment as directed.

The allowance will be paid for all purposes of the agreement except Overtime, Sunday and Holiday Rates and stand-by.

(xv) Standing-by in Connection with the Water Supply System or Sewerage System

- (a) An employee rostered to stand-by at his/her home shall be paid a daily standing-by allowance equivalent to two (2) hours' pay at single rates at his/her ordinary classification rate for each week-day night, Monday to Friday (excluding Public Holidays) he/she actually stands by.
- (b) An employee rostered to stand-by at his/her home on a Saturday, Sunday or Public Holiday shall be paid a daily standing-by allowance equivalent to eight (8) hours' pay at single rates at his/her ordinary classification rate for each day, Saturday, Sunday or Public Holiday he/she actually stands-by.
- (c) Provided that where an employee is required to stand-by on a Saturday, Sunday or Public Holiday at quarters away from his/her normal place of residence, he/she shall be paid a daily standing-by allowance equivalent to eight (8) hours' pay at time and one half rates at his/her ordinary classification rate for each day, Saturday, Sunday or Public Holiday he/she actually stands-by.
- (d) Any overtime worked during the period covered by the above standing-by allowances shall be paid for in accordance with the provisions of Clause G9 - (Overtime) Clause G10 - (Sunday and Holiday Rates) and W3 Meal Allowances of this agreement, and shall be in addition to any standing-by allowance.

(xvi) Surveillance Allowance

- (a) Any employee rostered to be available in connection with the alarm system at Chichester Dam shall be paid a daily surveillance allowance equivalent to two (2) hours' pay at single rates at his/her ordinary classification rate for each night, Monday to Sunday inclusive, he/she is actually available.
- (b) Any overtime worked during the period covered by the surveillance allowance shall be paid in accordance with the provisions of Clause G9 - (Overtime), Clause G10 - (Sundays and Holiday Rates) and W3 - (Meal Allowances) and shall be paid in addition to any surveillance allowance.

(xvii) Special Rates not Cumulative

When more than one (1) of the disabilities set out in this clause exists on the same job, the Corporation shall be bound to pay only one (1) rate, namely the highest for the disabilities so prevailing, but where the disabilities are separate and distinctive they shall be cumulative.

(xviii) Special Rates not Subject to Penalty Additions

The special rates prescribed in this clause shall be paid irrespective of the times at which the work is performed and shall not be subject to any premium or penalty additions.

- (a) Notification shall be given to the employee concerned of any claim for a special rate prescribed in this clause that is disallowed by a supervisor.

- (b) In the case of disagreement between the supervisor and the employee over any special rate prescribed in this clause, the employee or a job delegate on his/her behalf may within twenty four (24) hours, refer the claim through the grievance handling procedures of this Award.

In such case, a decision shall be given on the employee's claim within two (2) normal working days of it being asked for or else the allowance shall be paid.

#### **W5. District Allowances**

Until agreement is reached with the relevant Unions on alternative arrangements, the district allowances provisions applicable immediately prior to the date of this Award will continue to apply

i.e. District Allowance Wastewater (DAW) \$3.30 per hour  
District allowance Other Duties (DAO) \$2.14 per hour  
District Allowance Leave (DAL) \$2.70 per hour

#### **W6. Follow-the-Job-/Depot Allowance**

- (i) Follow- the-job

- (a) A follow-the-job allowance of \$20.61 per day will be paid to all employees required to follow the job and will be paid for each day of attendance at work except employees recalled for emergency call-outs.
- (b) This allowance will not be paid for days absent due to paid leave including Public Holidays, Annual Leave, Sick Leave or Long Service Leave.
- (c) An employee:
- (1) normally receiving this allowance but who is appointed to a depoted position will cease to receive such allowance immediately on taking up the appointment;
  - (2) normally receiving this allowance but who elects to take up a depoted position will continue to receive the follow-the-job allowance for a period of two (2) months;
  - (3) normally receiving this allowance and who is directed to transfer to a depoted position will continue to receive the follow-the-job allowance.

Follow-the-job employees who work planned overtime on a Saturday, Sunday or Public Holiday as specified in Clause G10 - Holidays hereof, will be paid \$20.61 per day for each day of attendance at work.

- (d) Employees other than employees depoted in the Port Stephens area who reside south or west of the Hunter River from Newcastle to Raymond Terrace, or west of the Williams River, who are required to report direct to a work site and travel past the Soldiers Point turn off on the main Nelson Bay road to work sites on the southern side of Port Stephens or to work sites at Karuah and who are eligible for the above Travelling Allowance, shall be paid an additional allowance of \$10.30 per day being reimbursement of fares and/or travelling time.
- (e) Follow-the-job allowances are not applicable in circumstances where the employee is given access to a Corporation vehicle for transportation to and from the job site.
- (ii) Depot Allowance

An allowance of \$9.45 per day will be paid to each employee required to report for work at a depot away from his/her home except for those employees in receipt of Follow-the-Job Allowance. This allowance will be paid for all Public Holidays, Annual Leave, Long Service Leave and paid Sick Leave, but will not be paid in respect of lump sum payments on resignation, retirement or death of an employee.

Depot employees who work overtime on a Saturday, Sunday or Public Holiday will be paid the Depot Allowance of \$7.01 per day for each day of attendance at work.

An appointed depoted employee who transfers by application to another depoted appointment will continue to receive the depot allowance from the date of appointment (if applicable).

An appointed depot employee who is "directed" to transfer to another depot will receive Follow-the-Job allowance for a maximum period of two (2) months from the date of transfer.

#### **W7. Service Payments**

- (i) Employees who have completed twelve (12) months or more continuous service with the Corporation shall be entitled to the following service payments:-

After 1 years' service at the rate of \$ 2.50 per week

After 2 years' service at the rate of \$3.80 per week

After 3 years' service at the rate of \$5.50 per week

After 6 years' service at the rate of \$7.30 per week

After 10 years' service at the rate of \$10.40 per week

- (ii) Such payment shall be included in the calculating of Annual, Sick and Long Service Leave, and other absences for which the employee is entitled to be paid his/her ordinary wage provided such payment shall not be subject to any premiums or penalty additions.

For the purpose of this clause, Continuous Service shall be deemed not to have been broken by:

- (a) any absence from work on leave granted by the Corporation; or
- (b) any absence from work by reason of personal illness, injury or other reasonable cause.
- (iii) Service increments are not payable to -
- (a) Mechanical Trades MT1, MT2 and MT3, or
- (b) Mechanical Trades Assistants ME1 and ME2, or
- (c) Electrical Trades Grades 1 to 5.

### **SALARIED SECTION - SALARIED EMPLOYEES**

#### **S1. Salaries**

#### **PART A**

- (i) SALARY CLASSIFICATION STRUCTURE A
- (a) The Salary Classification Structure consists of 40 salary points as shown in Annexure A (iii) Salaries - Part A.
- (b) All positions in the salary structure have been assessed and allocated to a salary point on the structure.
- (c) All employees who commence employment with Hunter Water Corporation after the commencement of this award will be employed in accordance with salary classification Structure A.
- (d) All employees as at the date of this award, may elect at any time to move onto salary Structure A. This election can be made only once.

- (e) When a person reaches 18 years of age they will be paid a minimum of Salary Point 4.

(ii) NEW POSITIONS

- (a) The salary for new positions will be assessed either by an established job evaluation methodology, benchmarking and/or market comparison (or a combination of some or all) to determine the appropriate salary point relative to the position. The assessed salary point will be one of the nominated salary points listed in the table of salaries in Annexure A (iii) Salaries - Part A.
- (b) At the conclusion of the assessment, the Corporation will forward to the Union the position profile and salary point assessed for the new position.
- (c) The Union will be afforded five working days from written advice by the Corporation to raise in writing reasons for objection or issue, after which the Corporation may proceed.
- (d) If the Union advises the Corporation of its disagreement to a Job Evaluation, a Committee will be established to review the job evaluation. The Committee will comprise equal Corporation and Union representation.
- (e) If the process in (d) above does not resolve the disagreement, either party may notify the Industrial Relations Commission of NSW and the matter will be dealt with in accordance with the Industrial Relations Act.

## PART B

(i) SALARY CLASSIFICATION STRUCTURE B

- (a) Those employees not electing to voluntarily move onto salary classification Structure A will remain on their existing salary and/or existing salary structure as shown in Annexure A (iii) Salaries - Part B.
- (b) Employees who elect to remain on their existing salary and/or existing salary structure will maintain their existing salary and incremental entitlements, in accordance with that salary structure, as shown in Annexure A (v).
- (c) Employees may only move from the existing salary and/or existing salary Structure B to the salary Structure A prescribed in Part A (i) in accordance with the election detailed in Part A (i) (d).

## PART C

- (i) Full-time employees shall be paid the Annual Salaries prescribed for their classification specified in Structure A or Structure B attached, on a fortnightly basis.

The fortnightly equivalent of annual salary shall be ascertained by multiplying the annual salary by the number of days in the period (being 14) and dividing that product by 365.25.

The weekly equivalent of annual salary shall be determined by dividing the fortnightly equivalent by two (2).

For the purpose of computing the daily rate, the following formula should apply:-

$$\text{Weekly Equivalent of Annual Salary} \quad \times \quad \frac{\text{Ordinary Daily Hours}}{\text{Ordinary Weekly Hours}}$$

(ii) Payment of Salaries:-

- (a) The pay period shall be fortnightly from Friday to the appropriate following Thursday.

Payment will be made direct to a bank account or other financial institution provided that in isolated areas payment may be by cheque to a given address.

- (b) Where an employee is absent for any reason without pay in a pay period and no deduction is made in that pay period, the deduction may be made in the next following pay period.
- (c) Payments for overtime may be made in the pay period following the period in which the overtime was worked.

### **S2. Relief**

- (a) Relief at higher duties will be available to staff on either salary Structure A or B.

An employee directed to relieve at a higher grade, shall be paid, provided the relief continues beyond three (3) days.

- (b) Relief in a position on Structure A will be at the salary point rate of the position or at the employees salary, whichever is the higher.

Relief in a position on Structure B will be paid at the 1st year of the salary range attaching to the higher grade or at the employees salary, whichever is the higher. This provision shall apply to positions being relieved up to and including the level of Administrative Supervisor Grade 3.

### **S3. Vacant Positions**

The Corporation will advise the Union in writing of a vacant position when the Corporation takes the decision to fill the position. The Union will be afforded three working days from advice by the Corporation to raise in writing reasons for objection or issue prior to the position being filled.

All positions that are advertised externally will be advertised internally.

The Union will be provided with copies of advertisements and duty statements prior to publication.

### **S4. Meal Allowances**

- (i) 38 Hour Per Week Employees

- (a) Day Workers

- (1) An employee who works overtime for more than one (1) hour beyond the usual ceasing time shall be provided with a suitable meal, where practicable, or paid \$20.55 as a meal allowance.

If overtime continues, the employee shall be entitled to an additional allowance of \$8.95 for each further four (4) hours such employee is required for duty and where practicable a 20 minute meal break to be paid as time worked:

(A) after one (1) hour overtime is worked, and

(B) for each completed four (4) hours thereafter

where it is not practicable for the 20 minute meal break to be taken it shall be added to the ceasing time and paid for as time worked.

- (2) All employees required to work overtime on a Saturday, Sunday or Public Holiday, and such work extends beyond the recognised meal break, shall have a meal break of twenty (20) minutes to be paid for as time worked (see Clause G9 (iii)( a)).

(b) Shift Workers

A meal allowance of \$20.55 will be paid when required to commence work at a time which is in excess of one (1) hour before normal starting time. When required to work overtime in excess of one and one half hours after normal ceasing time, without having been notified the day prior, a meal allowance of \$20.55 will be paid. If the overtime continues, an additional allowance of \$8.95 for each further five (5) hours will be paid.

(ii) 35 Hour Per Week Employees

An employee required to work or travel on the Corporation's business after the employee's ordinary hours where overtime or travelling time is payable and the time necessarily occupied is not less than three (3) hours on any day from Monday to Friday inclusive, shall be entitled to \$20.55 for meal money provided that a meal break of not less than half an hour is taken.

(iii) All Salaried Employees

(a) An employee recalled for overtime without being notified before ceasing ordinary hours of work for the day shall be entitled to a meal allowance of \$20.55 for the first completed four (4) hours and \$8.95 for each subsequent completed four (4) hours such employee is required for duty.

(b) A meal break of twenty (20) minutes shall be allowed without deduction of pay after each completed four (4) hours overtime worked.

(c) An employee required to work or travel on Corporation's business commencing at least one (1) hour before the employee's usual starting time, shall be paid an allowance of \$20.55.

(d) Indoor employees undertaking field duties outside the radius of seven (7) kilometres from their usual office or depot during their lunch period shall be entitled to an amount of \$20.55 for lunch money provided that where the duties extend beyond the Corporation's water district (excluding Dungog area) such amount shall be increased to \$21.90.

For the purpose of this sub-clause, "indoor employee" means an employee who is regularly employed on duties which do not contemplate attendance in the field or on duties which only require attendance in the field on infrequent occasions.

Field duties does not include reporting to another established Depot or office within the Corporation's area of operation.

(e) Employees whose normal duties require them to work in the field will not be entitled to a luncheon allowance except when undertaking duties outside the Corporation's water district (excluding Dungog/Chichester area) when they will be entitled to a luncheon allowance of \$21.90.

(f) When an employee travels to Sydney on the Corporation's business necessitating absence for a whole working day, the employee shall be entitled to an allowance of \$61.65 to cover expenses for meals.

(g) The Allowances specified in this clause for meals will be reviewed annually.

### **S5. Special Rates**

(i) First Aid Allowance

Any employee who is the holder of a current St John's Ambulance First Aid Certificate and who is required by the Corporation to act as a first aid attendant shall be paid an allowance of \$2.28 per day or shift in addition to the ordinary rate of pay.



## (ii) Floor Warden Allowance

- (a) Building Emergency Control Officer and Assistant Building Emergency Control Officer shall be paid an allowance of \$15.37 per week.
- (b) District Office Emergency Control Officers shall be paid an allowance of \$9.84 per week.
- (c) Floor Wardens and Reserve Floor Wardens will be paid an allowance of \$6.14 per week.

## (iii) Out-of-Pocket Expenses

Employees shall be entitled to be reimbursed for necessary out-of-pocket expenses incurred in connection with the performance of their duties.

## (iv) Overseers' Allowance

Working Overseers at Wastewater Treatment Works will be paid special disability allowance of \$8.17 per day in lieu of all other penalties (except Sauna Allowance).

## (v) Travelling Time and Expenses (35 hr week employees)

Journeys occupying one (1) day only but not including journeys to and from the employees regular depot:

- (1) Employees whose ordinary hours of work prescribed by this Agreement are 35 hours per week, shall be paid for travelling time on the Corporation's business outside such hours in excess of one (1) hour in any day at ordinary time rates.
- (2) Employees other than those who report to a permanent depot or office who are required to travel to their place of employment shall be paid at ordinary time rates for all time in excess of four-fifths of one hour in any day, travelling time to be reckoned from their home to their place of employment and return by the shortest possible route.
- (3) Employees transferred against their wishes so that they report to an office or depot a distance of not less than four (4) kilometres from their pre-existing office or depot shall be reimbursed the cost of public transport fares from their home to their new place of work, provided that where convenient public transport is not available the Corporation shall either maintain a vehicle for the employee's use or in lieu thereof pay the employee an allowance in accordance with Clause G11 - (iv).

Employees subject to the provisions of this sub-paragraph in receipt of a salary equal to or less than salary point 27 shall be paid at ordinary time rates for all time spent travelling in excess of one (1) hour in any one (1) day.

Travelling time shall be reckoned from the employee's home to the place of work and return by the shortest practicable route.

The provisions of this sub-paragraph shall cease two (2) months after the effective date of any one transfer.

Overtime shall be paid to an employee driving a Corporation vehicle outside the Corporation's area of operations and outside normal working hours.

## (vi) Availability Allowance

- (a) Notwithstanding the provisions of Clause G9 Overtime, of this Award, an employee directed to stand-by at home shall be paid a daily availability allowance equivalent to two (2) hours' salary at the employee's ordinary rate for each weekday night, Monday to Friday (excluding Public Holidays) actually standing-by.

- (b) An employee directed to stand-by at home on a Saturday, Sunday or Public Holiday shall be paid a daily availability allowance equivalent to eight (8) hours' salary at the employee's ordinary rate for each day, Saturday, Sunday or Public Holiday the employee actually stands-by. Provided that for the purpose of this paragraph the period of standing by shall be deemed to commence from the close of normal work on the previous day and continue until normal starting time on the next working day.
- (c) Any overtime worked during the period covered by the above availability allowances shall be paid for in accordance with the provisions of Clause G9 - Overtime, of this Award and shall be in addition to any availability allowance.

#### **S6. Temporary Employees**

The Corporation shall advise the Union prior to the engagement of any temporary employee, of the preferred period of employment.

In the event of a dispute arising as to the proposed engagement of a temporary employee for other than the purpose of providing relief for a particular identified employee, the matter may be referred to the Industrial Commission for determination prior to such engagement.

#### **S7. Training and Development**

- (a) Employees will be provided with assistance in gaining training and development that is jointly beneficial to themselves, allowing for career enhancement and the Corporation's objectives of continuous improvement which will result in the development of a more highly skilled and responsive workforce.
- (b) The parties agree that all employees should have the opportunity to undertake and complete relevant training as agreed in consultation with their manager and as incorporated in the individuals annual review.
- (c) It is recognised that training and development shall not be limited to internal and external training courses and may include exchange programs, secondments, attendance at conferences, seminars or short term study courses which have been approved by the Corporation and permission granted for the employee to attend.

Where practical, preference will be given to courses with relevant National and/or Industry accreditation.

- (d) For all base entry level, cadet, and Call/Customer Centre/Support Officer Level 1 positions on salary classification Structure A, which provide developmental opportunity for promotion to a higher level the following will apply:-

On appointment to this position the Manager will provide the appointee with an individual program outlining areas requiring development to progress to the next level.

Promotion will be made at the time of attaining the skills to perform the duties of the next level.

Development on and off the job, where necessary, will be ongoing with regular assessments.

It would be envisaged a person would be elevated to the next level within a specified period.

**ANNEXURE A**

All wage and salary rates contained in Annexure A are inclusive of State Wage Case decisions.

## (i) Wage Rates @ 1/6/2008

## (a) Classifications

		Wage @ 1/6/08 3.0%
Wastewater Treatment		
7	Trainee	737.64
8	Grade 1/1	759.73
9	Grade 1/2	772.20
10	Grade 2/1	784.81
11	Grade 2/2	798.81
12	Ganger 1	812.92
13	Ganger 2	843.42
14	Ganger 3	896.61
Mobile Equipment (weekly rate)		
Plant Operators		
29	Group A 1	746.80
30	Group A 2	756.42
31	Group B 1	765.45
32	Group B 2	774.90
33	Group C 1	784.37
34	Group C 2	793.84
35	Group D	846.89
36	Dual Qualified Operator	821.79
Motor Lorry Drivers		
37	Up to 2 Tonnes	738.08
38	2 to 5 Tonnes	745.02
39	5 to 7 Tonnes	749.35
40	7 to 10 Tonnes	758.08
41	10 to 12 Tonnes	767.98
Stores		
General Stores and Clerical Employee		
42	Trainee	737.63
43	Grade 1	777.46
44	Grade 2	783.16
Trades Groups		
Building Trades		
	Bridge Carpenter	874.53
	Carpenter	874.53
	Painter	874.53
	Plasterer	874.53

49	Electrical Trades -	
	Grade 1	874.53
	Grade 2	918.25
	Grade 3	961.99
	Grade 4	1,005.72
	Grade 5	1,049.43
Mechanical Trades		
45	MT 1	874.53
46	MT 2	918.25
47	MT 3	961.99
Trades Assistants (weekly rates)		
	Trainee	730.27
	ME 1	766.63
	ME 2	803.28
	Other than Elec/Mech Trades	730.27
Miscellaneous (weekly rates)		
	Cleaner	725.47
	Cleaner Head Office	766.04
	Clerical/Operations	828.70
	Construction Worker Group 1	726.37
	Construction Worker Group 2	735.98
	Construction Worker Group 3	741.99
	Field Services Operator	757.50
	Ganger Contracts	937.94
	Ganger Stormwater Channels	852.89
	Garage Attendant	741.11
	Labourer General	722.15
	Linesperson Electrical	781.22
	Linesperson Electrical Special	
	Rate	806.46
	Maintenance Employee Grade 3	793.68
	Maintenance Employee	
	Stormwater Drainage	737.64
	Meter Mechanic	765.89
	Meter Mechanic Special Rate	874.38
	Motor Bus Driver	765.28
	Oiler Greaser	734.05
	Supervisor Welder	801.50
	Survey Field Hand	741.42
	Welder - Pipeline	777.92
Apprentice Tradesperson		
1st Year	54%	
2nd Year	64%	
3rd Year	72%	
4th Year	80%	

For the purposes of this sub-clause, the prescribed rate for a tradesperson shall be the base weekly rate (excluding industry allowance and tool allowances) applicable to a Tradesperson Carpenter in the employ of the Hunter Water Corporation.

(b) Industry Allowance

Employees engaged on any construction or maintenance work shall receive an allowance at the rate of \$25.80 per week or \$5.16 per day in addition to the ordinary rate of pay effective from 1 June 2006. This allowance is in consideration of working in the open and thereby being subject to climatic conditions, ie dust and sand blowing in the wind, extremes of weather, concrete drippings, obnoxious odours, sloppy and muddy conditions, lack of usual amenities in the field compared with depot conditions and any other general disabilities associated with the Corporation’s conditions and any other general disabilities associated with the Corporations work not compensable by the payment of a disability allowance payable in accordance with the Award. This allowance shall form part of the rate of pay for all purposes and is incorporated in the schedule of rates of pay as listed in this clause. This allowance will be increased by 4% on 1 June 2007 to \$26.80 and 3% on 1 June 2008 to \$27.60.

(c) Tool Allowance

A tool allowance of \$26.90 per week shall be paid to all tradesperson and apprentices effective from 1 June 2006. This allowance shall form part of the rate of pay for all purposes and in the case of tradespersons, is incorporated in the schedule of rates of pay as listed in this clause. This allowance will be increased by 4% on 1 June 2007 to \$28.00 and by 3% on 1 June 2008 to \$28.80.

(d) Electrical Licence Allowance

In addition to the rates prescribed in this clause, Licensed Electrical Tradespersons shall be paid an allowance at the rate of \$28.75 per week, to be included in the rate of pay for all purposes. The Electrical Licence Allowance will vary in accordance with movements in the Electrical Electronic and Communication Contractors Industry (State) Award,

(e) Team Leader Allowance

Electrical and Mechanical trades personnel who are required to undertake the role of a Team Leader will be paid an all purpose allowance of \$47.30 pw whilst so engaged effective from 1 June 2006. This allowance will be increased by 4% on 1 June 2007 to \$49.20 and by 3% on 1 June 2008 to \$50.70.

(f) Leading Hand Allowance

	Effective 1 June 2008 3%
(1) Non-trade, 2 to 5 employees	\$4.93 per day
(2) Trade, 2 to 5 employees	\$8.20 per day

(g) Gangers Major Plant Allowance

Where gangs include one or more major plant items as defined, a Ganger shall be paid \$3.89 for each day or part thereof effective from 1 June 2008.

Major plant items shall mean tractors, front or back end loaders, concrete pavers or power graders, provided that such items are of 30 kW or more and any other items of earth moving, stone crushing or sand getting equipment of 30 kW or more but shall not include motor lorries.

(ii) Additional Classifications

Wages - Per Week

- (1) Operations Employee Level 5 - \$952.65

- (2) Operations Employee Level 4 - \$914.05
- (3) Operations Employee Level 3 - \$878.12
- (4) Operations Employee Level 2 - \$833.91
- (5) Operations Employee Level 1 - \$805.27
- (6) Operations Employee Trainee - \$772.39

## Salaried

- (7) Operations Support Officers Grade 1 - \$47,048 pa  
Grade 2 - \$53,387 pa
- (8) Operations Field Supervisors \$95,552 pa

**ANNEXURE A**

## (iii) Salaries

**PART A****SALARY STRUCTURE A**

Salaries @ 1/6/2008

SALARY POINT	SALARY @ 1/6/08 3.00%	POSITIONS
1	26,295	Entry Level Clerical Officer <18 years of age
2	28,174	
3	30,051	
4	31,931	Trainee Finance Officer Trainee Human Resources Officer Trainee Audit Officer
5	33,809	Entry Level Clerical Officer >18 years of age Trainee ICT Officer Cadet Engineer Level 1
6	35,687	
7	37,566	Records Clerk
8	39,444	Finance Officer Level 1 Human Resources Officer Level 1 Audit Officer Level 1 Contact Centre Officer Level 1 Customer Services Officer Level 1 Operations Administrative Officer Data Entry Retail Operations Officer Level 1
9	41,320	Revenue Recovery Officer ICT Officer Level 1 Cadet Engineer Level 2
10	43,201	Information Systems Support Officer Level 1
11	45,079	Entry Level Technical Officer Cadet Engineer Level 3

12	46,956	Case Investigation Officer Level 1
		Procurement / Fleet / Accounts Payable Officer
		Property Management Officer
		Retail Operations Officer Level 2
		Contact Centre Officer Level 2
		Customer Centre Officer Level 2
		Operations Contracts Administrative Officer
		Customer Services Officer Level 2
13	48,834	Human Resources Officer Level 2
		Finance Officer Level 2
		Economist Corporate Planning
		Pricing Officer
		Systems Administrator Information Support Lvl 1
		Sewer Surcharge Strategic Operations Officer
		Administrative Assistant Contracts
		Information Resource Assistant
		Accounts Receivable/Purchasing Officer
		Information Systems Support Officer Level 2
		Management Support Officer Level 1
		Ranger
14	50,715	Supply Officer Operations
		ICT Officer Level 2
15	52,592	Control Centre Operator
		Operational Issues Officer
		Recruitment Assistant
		Test Analyst
		Administrative Support Officer (Divisional)
		Technical Officer Strategic Operations Level 1
		Contact Centre Officer Level 3
		Case Investigation Officer Level 2
16	54,470	Management Support Officer Level 2
		Asset Information Officer
		Payroll Officer
		Management Accountant Level 1
17	56,349	Retail Operations Analyst
		Team Leader Retail Operations
		Major Account Co-ordinator
		Fixed Assets Accountant
		Property Support Officer
		Contract Co-ordinator /civil Services
		Payment Assistant Scheme Co-ordinator
		Case Investigation Officer Level 3
		Procurement Analyst
18	58,229	Pollution Control Officer
		Contracts Officer, Plumbing (Operations)
		Systems Administrator Information Support Lvl 2
		Information Administrator
		Technical Officer Strategic Operations Level 2
		Field Supervisor/Ranger
		Compliance Officer Operations
		Learning & Development Co-ordinator
		Procurement Officer
		Property Co-ordinator
		Service Desk Operator
		Sponsorship & Events Communications Officer
		Education & Design Communications Officer

		Business Systems Analyst Level 1
		Management Support Officer Level 3
		Field Inspector (Contracts)
		Working Overseer
19	60,105	Financial Accountant (Corporate Reporting)
		Management Accountant Level 2
		Software Developer
		Human Resources Business Analyst
20	61,986	Contracts Administration Officer
		Supervisor Plan Services
		Maintenance Management Officer
		Technical Officer Electrical Drafting
		Engineering Officer
		Fleet Officer
		Field Auditor
		Information Systems Officer Help Desk
		Environmental Planner
		Trade Waste & Building Services Officer
		Contract Co-ordinator Mechanical Services
21	63,863	Contracts Inspector
		Information Systems Officer - Operations
		Process Improvement Officer
		Contracts/Field Supervisor Operations
		Corporate Communications Co-ordinator
		Business Systems Analyst Level 2
		Website & Communications Project Officer
		Electrical Technician
		Environmental/Trade-Waste Co-ordinator
		Technical Officer Strategic Operations Level 3
		Snr Sewermain Investigation Officer Strategic Operations
22	65,741	Manager Inventory & Operations
		Systems Administrator Accounting
		Personal Assistant to Managing Director
		Policy Development Officer - Community Relations
		Technical Officer Planning
		Human Resources Officer - Training
		Customer Systems Support Coordinator
		Contract/Water Resources Coordinator
		Corporate Planning Analyst Level 1
23	67,620	Systems Engineer/Team Leader Operations
		Manager Customer Centres
		Assistant Systems Administrator Ellipse
		Attraction & Retention Leader
		Pay & Performance Leader
		Manager Contact Centre
		Technical Officer Mechanical
24	69,498	Telemetry Systems Officer Operations
		ICT Workgroup Leader - CIS
		ICT Workgroup Leader - Ellipse
25	71,376	Business Systems Support Analyst - ICT
		Field Supervisor (EMM) Operations
		Electrical Mechanic
		Contracts/Projects Officer Civil Services
		Contracts Officer Level 1
		Senior Audit Supervisor
		Product Development Analyst



		Senior Financial Accountant
		Corporate Planning Analyst Level 2
		Developer Services Process Co-ordinator Level 1
		Senior Management Accountant
		Trade Waste Co-ordinator, Treatment Operations, System Operations
26	73,255	Technical Officer Strategic Operations Level 4
		Development Servicing Plans Co-ordinator
		Developer Services Process Co-ordinator Level 2
		Customer Change Co-ordinator
		Business Process Architect
		ICT Network/Systems Engineer
		Systems Administrator TRIM
27	75,133	Corporate Planning Coordinator
		Corporate Planning Analyst Level 3
		Field Supervisor (Civil) Operations
		Field Supervisor First Response
		Manager Business Performance
		ICT Systems Architect
		Contracts Officer Level 2
		Technical Supervisor - System Operations, Assets & Operations
28	77,011	Occupational Health & Safety Advisor
		Science & Water Quality Officer
		Property Acquisitions Co-ordinator
29	78,887	Information Systems Manager Operations
		Manager Information Resources
		Senior Contracts/Projects Officer
		Information Systems Officer Software Development - SNR
		Manager Billing Services
		Corporate Planning Analyst Level 4
30	80,766	Alliance Manager
		IT Systems Engineer / Software Development
		Contract Manager (Capital Works)
		Account Executive Product Development
31	82,646	Team Leader Sewer Network Operations
		Manager Maintenance Contracts/Minor Works
		Property Manager
		Manager Customer Services
		Supplier Relationships Manager Level 1
32	84,523	
33	86,401	Manager Media & Corporate Relations
34	88,281	Senior Accountant Corporate Reporting Level 1
		Senior Accountant Management Services Level 1
		Supplier Relationships Manager Level 2
35		
36	92,036	
37	93,914	Team Leader Software Development
38	95,793	
39	97,671	
40	99,550	Technical Consultant Information Systems

**SCHEDULE B1 - PART 2**

**Salary Structure B**

**Salary Rates @ 1 June 2008  
Including 3.0% Increase**

Description	Year 1 \$	Year 2 \$	Year 3 \$	Year 4 \$	Year 5 \$	Year 6 \$	Year 7 \$	Year 8 \$	Year 9 \$	Year 10 \$	Year 11 \$	Year 12 \$	Year 13 \$	Year 14 \$	Year 15 \$
<b>General Scale:</b>															
Administrative Officer												45,989	47,770	50,037	51,715
Technical Support Officer - Senior Grade		46,479													
TO's, Architectural, Survey and/or Engineering Drafter and Engineering Surveyor															
B Grade						61,745									
Special Grade	63,714														
A Grade	65,128	66,068													
Inspector - Plumbing						63,653									
<b>Supervisor - Day Labour</b>															
Foreperson															
Non Trade Maintenance	52,947	53,632	54,962												
Trade Group 1		55,975													
Inspector - Grade 2	62,896														

<b>Supervisor or Specialist - Engineering Support</b>																
Technical Officer, Architectural, Survey and/or Engineering Drafter and Engineering Surveyor																
Level 1	67,206	68,462														
Level 2	71,194															
<b>Administrative Supervisor /Professional Specialist Manager</b>																
Grade 1	53,445	54,403	55,452	56,560												
Grade 2	58,508	60,342	62,058	63,896												
Grade 3	66,324	68,611	70,747	73,502												
Secretary to Director																
<b>Computer Officer's Scale</b>																
Computer Systems Officer																
Grade 2				63,896			70,747									
Grade 3	73,502	75,110	77,824	80,184												
Grade 4	82,543	84,898														

<b>Miscellaneous</b>															
Chief Plumbing Inspector Senior Trade Waste	67,062														

(iv)

(v) For the purpose of Clause S1 Part B the following Definitions apply:

"Administrative Officer" shall mean a person employed in any clerical capacity, excepting other classifications referred to in the award, and shall include Telephonists, Receptionists, Typists, Word Processors, Stenographers, Clerks, Meter Readers, Disconnection Officers, Plan Room Attendant and persons employed on machines (including keyboards and SBE) designed to perform or assist in performing any clerical work whatsoever.

"Technical Support Officer" shall mean an employee appointed as such to provide technical and associated administrative support to the Corporation's technical staff. Such appointees should be undertaking or have completed the Tracing and Mechanical Drawing Certificate Course &/or a Drafting Certificate.

(v) For the purpose of Clause S1 Part B the following Incremental Progression applies:-

Employees shall be entitled to additional incremental progression in accordance with the following:

(i) As regards Administrative Officers with qualifications or skills as follows:

Approved University Courses:

(a) An employee undertaking an appropriate University Course will:

- (1) On successful completion of Stage 2 of the course, be advanced one year on the Administrative Officers' Scale; and
- (2) On successful completion of Stage 4 of the course, be advanced a further year on the Administrative Officers' Scale; and
- (3) On graduation in one of these faculties, be advanced a further two years on the Administrative Officers' Scale.

Approved Technical College Certificate Courses:

(b) An employee undertaking a Technical College Certificate Course of at least three years' duration in Personnel Administration, Industrial Relations, Commerce, Commerce - Accounting Procedures, Valuation of Real Estate, Public Administration Management, Purchasing and Supply, Materials Management, or an equivalent approved course will:

- (1) On successful completion of Stage 2 of the course, be advanced one year on the Administrative Officers' Scale; and
- (2) On successful completion of the course, be advanced a further year on the Administrative Officers' Scale.

Shorthand:

(c) An employee undertaking studies in shorthand will:

- (1) On obtaining a certificate from a Technical College or other appropriate body, for having attained a speed of 90 words per minute in shorthand, be advanced one year on the Administrative Officers' Scale; and
- (2) On obtaining a similar certificate for having attained 130 words per minute in shorthand, be advanced a further six (6) months on the Administrative Officers' Scale.

- (3) On obtaining a similar certificate for having attained 150 words per minute in shorthand, be advanced a further six (6) months on the Administrative Officers' Scale.

General:

- (d) An employee appointed to the Administrative Officers' Scale shall, on attaining the age of 21 years, be paid a salary not less than that prescribed for the fifth year of the Administrative Officers' Scale.

The employee will then not be progressed until the employee's years of experience and qualifications match up to that required for progression to the sixth year of this scale.

- (e) The maximum advancement on the Administrative Officers' Scale for any employee passing any or all of the examinations as provided for in the above paragraph (b) is two (2) years.
- (f) The maximum advancement on the Administrative Scale for any employee passing any or all of the examinations as provided for in paragraph (a) inclusive is four (4) years.
- (g) Provided further, however, that any employee receiving additional increments through having attained the examination standards as specified in the foregoing paragraphs shall not, by virtue of the ensuing progression therein provided for, proceed beyond the maximum salary of the Administrative Officers' Scale.
- (h) The Commerce Certificate or Commerce - Accounting Procedures Certificate will be recognised for salary purposes only and will not be recognised as professional accountancy qualifications for appointment to a position where full accountancy qualifications are required by the Corporation.

(ii) As regards employees on the Technical Support Officers' Scale:

- (a) Progress beyond the salary prescribed for the tenth year of service in the General Scale for Technical Support Officers shall be dependent upon:
  - (1) The employee having completed three (3) years service while in receipt of the salary prescribed for the tenth year of service.
  - (2) Such employee obtaining a Mechanical Drawing and Tracing Certificate &/or a Drafting Certificate.
  - (3) Such employee satisfying the Corporation of good conduct, diligence and efficiency.

(iii) As regards Chemical Laboratory Assistants:

- (a) No person shall be appointed to the scale unless he or she shall have been awarded the Higher School Certificate examination at an acceptable standard or an examination to be equivalent thereto.
- (b) Provided that on attaining the age of twenty one (21) years, an employee shall be paid at the rate of not less than that prescribed for the third year of service.

The employee will then not be progressed until the employee's years of experience and qualifications match up to that required for progression to the fourth year of this scale.

- (c) Any Chemical Laboratory Assistant following successful completion of the approved certificate course shall proceed to the salary of the first year of service of the Technical

Officers' General Scale. Appointment to this scale will be subject to satisfactory service and a vacancy existing in the scale.

- (d) Up to one (1) day per week, if necessary, shall be allowed to Chemical Laboratory Assistants in order to attend Certificate Courses available at the Technical College with full pay, provided that lectures are not available at night.
- (iv) As regards employees on the scale for Technical Officers, Architectural, Survey and/or Engineering Drafters, and Engineering Surveyors:
  - (a) An employee who has completed twelve (12) months on the maximum salary of "C" Grade shall, subject to having completed the Land and Engineering Survey Drafting Certificate Course; the Structural Engineering Certificate Course; the Mechanical Engineering Certificate Course; the Electronics and Communications Certificate Course; the Electrical Engineering Certificate Course; the Chemistry Certificate Course; or the Engineering Surveying Certificate Course of the Sydney Technical College; or an approved course of study in subjects relating to the work of the position which the employee occupies or of any position to which the employee will be eligible for promotion, proceed to the classification of Architectural, Survey and/or Engineering Draftsman/woman, Engineering Surveyor or Technical Officer "B" Grade.
  - (b) An employee who has completed two (2) years' service on the sixth year of "B" Grade shall proceed to Special Grade.
  - (c) Special Grade to "A" Grade:

Criteria:

1. There will be no automatic progression beyond Special Grade.
  2. The employee must serve a period of not less than two (2) years on Special Grade.
  3. There must be duties and responsibilities meriting elevation to "A" Grade.
  4. The employee must have the personal ability and competence to carry out increased duties and responsibilities.
- (v) As regards employees on the Cadet Scale:
    - (a) A person appointed to the Cadet Scale must have achieved University matriculation at an acceptable standard.
    - (b) No cadet shall, upon attaining the age of twenty one (21) years, be paid a rate less than that prescribed for the fourth year of the Cadet Scale.
    - (c) A cadet appointed under this scale shall attend an appropriate university and study an approved course. Attendance, diligence and progress in the course of study shall be to the relevant Divisional Managers satisfaction. Progression through the scale shall be dependent upon satisfactory performance in the university course. If a part-time cadet is required to repeat a year of the course and is not debarred from attending university, the Cadet shall progress to the succeeding year on the scale.
    - (d) A cadet who successfully completes all subjects in any academic year stage of the course shall advance an additional year to the normal progression on the scale. The effective date for this progression shall be 1 January each year, and in the case of a "post" examination, the effective date shall be 1 February each year.
    - (e) A part-time cadet shall advance in accordance with the provisions of paragraphs (c) and (d) until the final year of study which may coincide with the tenth year of the scale.

- (f) Progression beyond the tenth year of the Cadet Scale will be dependent upon the cadet obtaining full professional qualifications.
- (g) Notwithstanding anything elsewhere contained in this award, a cadet undertaking approved full-time studies will be regarded as being on unpaid detachment whilst attending university for the purpose of such studies and shall be paid a living allowance during this period as detailed hereunder:

		Per Week @ 01/6/09
1.	Single cadet living at home	214.11
2.	Single cadet living away from home .	272.03
3.	Cadet with dependant spouse	311.14
4.	Each dependant child	19.46

- (h) A cadet undertaking a year of full-time studies and who is debarred by the university from proceeding to a succeeding year or stage of study, but who is permitted to repeat that year or stage of study, shall not progress on the scale that year.
- (i) A cadet who is not permitted by the university to proceed with the course of study may be transferred to the Drafting Assistants' Scale at the year of service under which the employee is being paid on the Cadet Scale, subject to a vacancy existing.
- (j) Where a cadet is retained by the Corporation following successful completion of a Degree in Architecture, Engineering, Science, Survey or other approved course, the cadet shall proceed to D Grade, 2nd year of the appropriate scale. The effective date of transfer shall be 1 January of each year, and in the case of "post" examinations, 1 February of each year.
- (vi) As regards employees on the Graduate scale for Architects, Chemists, Surveyors, Mathematicians, Geologists and Metallurgists:

Progression of an employee to Special Grade shall be dependent, upon:

- (a) The employee carrying out approved duties of greater magnitude and importance than those normally required by an employee, "C" Grade.

Progression of an employee to a position as Assistant to the Head of a Section is dependent on a vacancy being available as Assistant, or an equivalent position.

- (vii) As regards employees on the Computer System Officers' Scale:

- (a) Not all employees will progress to a new level at each assessment. Eligible employees who have achieved the required level of skill and performance will progress. Employees with exceptional abilities will not be restrained to one level of progression at each assessment interview.
- (b) Progression is based on achievements against the criteria for each grade. Training courses alone do not qualify an employee for progression.

For existing DP employees, as at 18 September 1985, suitable work experience will be made available to realise potential to Grade 2, Level 4. Beyond this level, the non-availability of suitable work is not acceptable grounds to lodge an appeal against a decision not to progress an employee in the Computer Services area after 18 September 1985.

For appointees to this area, the Corporation cannot guarantee the availability of suitable work experience to any particular level and the non-availability of this work is not grounds to lodge an appeal against a decision not to progress the employee.

- (c) The ongoing formal salary review will not be a mechanism for reducing salary.



- (d) Assessment will be made by the Manager or his/her nominee. Where the assessment is made by a nominee, such assessment will be endorsed or otherwise by the Manager (copy of assessment to be supplied to the employee).

If the employee is not satisfied with the assessment or endorsement, the employee will be entitled to appeal to the relevant Divisional Manager who will meet with him/her to resolve the disagreement.

- (e) Personal objectives will be set in conjunction with each individual Computer Systems employee at the time of assessment. Not all employees will continue to progress having reached a level commensurate with their abilities. Personal objectives which are set for employees who have reached a level commensurate with their abilities may be designed to maintain their level of skill and not necessarily to assist them to progress on the scale of salaries except as defined in (b) paragraph 2.
- (f) Objectives will be set by the Computer Systems employee's immediate supervisor subject to review by the Manager or Assistant Manager as required and objectives may vary between individuals, dependent upon availability of work, level of competence, career path and changing technology.
- (g) It is expected that change in objectives will occur dependent on work requirements. Due account will be taken of this in conducting the assessment. Corporation's variance to initial objectives set will not prejudice the progression of an employee to the next salary level.
- (h) With respect to changing technology, the criteria for Computer Systems employees at the top of each grade is subject to variation as new equipment becomes available and the appropriate requirement for skills change. Should the criteria change during an assessment period, the employee will be assessed against both the old and new criteria and the most favourable outcome will apply.
- (i) The Corporation will provide such training and development as appropriate to ensure a cost effective and efficient computer service is retained.
- (j) Although objectives may test the skill level of an employee, the attainment of objectives is not the criteria for progression, progression will be determined in relation to the requirements of a Computer Systems employee at the top of each grade, e.g. a Computer Systems employee with performing at 5/12 of the overall requirement of a Computer Systems employee Grade 1, Level 12, would be progressed to Level 5 of Grade 1.
- (k) These assessments will only apply to Computer Services Section employees and shall not be used as a precedent for assessment in any other area.
- (l) Qualification required of a Computer Systems employee at Grade 4, Level 2:
  - (1) An employee at this level must be a specialist who is able to competently undertake complex computing tasks without supervision and efficiently carry out a variety of project management and consultancy tasks. In depth knowledge and understanding of operating systems, recovery, online/batch procedures, processing requirements, and the interaction between these is required. Sound written and verbal communication skills, and demonstrated commitment to producing timely and quality work outputs are necessary at this level.
  - (2) An employee at this level must possess specialist skills in addition to the qualification of a Computer System employee Grade 3. These specialist skills must be utilised in at least three (3) of the following areas.
    - (A) Complex systems development and project management.

- (B) Management of large integrated computer configurations and networks, including but not limited to performance monitoring, system tuning and capacity planning.
  - (C) High level specialist training including the preparation of skills acquisition plans for staff.
  - (D) High level technical problem resolution.
  - (E) Programming, analysis and documentation standards maintenance.
- (m) Qualifications required of a Computer Systems employee Grade 3, Level 4:
- (1) An employee at this level must be able to competently undertake complex computing tasks with minimal supervision and efficiently carry out a range of project management and consultancy tasks. He/she is expected to have a comprehensive understanding of operating systems, recovery, online/batch procedures, processing requirements, and the interaction between these.
  - (2) An employee at this level must take responsibility for the quality, quantity and adherence to standards of the output produced by him/her and any team members.
  - (3) An employee at this level must, in addition to the requirements of a Computer Systems employee, Grade 2, possess a high degree of proficiency, skill and performance in the exercise of one of the following areas plus demonstrated competence in at least one other area:
    - (A) Undertake complex system design using relational database or other appropriate technology, transaction processing and/or 4th generation facilities.
    - (B) Lead a team engaged in specific computing projects.
    - (C) Optimise operating systems and network performance and provide an efficient and secure application processing environment.
- (n) Qualifications required of a Computer Systems employee at Grade 2, Level 7:
- (1) An employee at this level must, under limited supervision, efficiently undertake a variety of computing tasks in several of the following areas of office automation, sub system design, systems analysis, programming, the support of systems software, operational procedures, packaged software and a high level of microcomputers support.
  - (2) In addition to the requirements of an employee at Grade 1, an employee at this level must have the skills and ability to demonstrate ongoing efficient performance in a minimum of five (5) of the following areas.
    - (A) Programming in two or more languages currently in use at the Corporation.
    - (B) Data and systems analysis and application of design methodologies and tools.
    - (C) Systems and database design utilising appropriate tools.
    - (D) Application systems implementation using appropriate data management techniques.
    - (E) Provision of complex graphical presentations.

- (F) Project management and control.
  - (G) Operating systems management.
  - (H) Optimisation of operating system and/or application system performance.
  - (I) Management of networking and communications facilities.
  - (J) Provision of internal and/or user training on computer systems and related topics.
  - (K) Database administration services on Corporation's corporate databases.
  - (L) Applications systems. implementation using 4th generation facilities.
- (o) Qualifications required of a Computer Systems Officer at Grade 1, Level 12:
- (1) An employee at this level must, under supervision, be able to efficiently undertake a variety of computing tasks in either office automation, programming, analysis and operations. The employees must be capable of undertaking responsibility for minor computing projects, e.g., program design and implementation, and the support of application packages on host or microcomputers.
  - (2) An employee at this level must have a working knowledge of computer systems concepts and working knowledge of operating system utilities, commands and editor. Proficiency in two or more of the following areas is also required.
    - (A) One or more of the programming languages currently in use at the Corporation.
    - (B) Knowledge and ability to effectively use current systems development tools.
    - (C) Knowledge of and ability to undertake computer operations and procedures on Corporation's computer systems.
    - (D) Knowledge of and ability to provide operational support for application packages.
- (p) For Computer Systems employees, as at 18 September 1985, the Corporation will endeavour to provide development opportunities (subject to work level availability) i.e. opportunities to develop the skills necessary to progress on the Computer Systems Officer Scales.
- (q) In respect to salary increments, Computer Systems Officers below grade 3 shall be eligible for assessment at six (6) monthly intervals; those at or above grade 3 shall be eligible for assessment at 12 monthly intervals.
- (viii) Incremental progression of employees hereinbefore prescribed shall be payable subject to compliance with conditions of appointment, good conduct, diligence and efficiency, with the exception of employees on the Computer Services Scale, provided that:
- (a) An increment may be withheld if the Corporation is of the opinion that, because of misconduct, or want of diligence or efficiency or failure to comply with the conditions of appointment on the part of the employee concerned, the increment should not be paid. If an increment is withheld by the Corporation, the employee concerned shall be entitled to a statement in writing specifying the reasons for withholding the increment.
  - (b) In calculating years of service or progression for date of salary payable on any scale in this Award, the following periods shall not be taken into account, namely:

1. that period during which an employee is not eligible to proceed by reason of failure to satisfy any required examination test;
  2. that period in respect of which an increment is withheld under paragraph (a) hereof;
  3. any period of leave, ie excess of two weeks granted without pay.
- (c) In the event of any disagreement over the withholding of an increment, then the matter may be referred to the Industrial Commission of NSW for determination.

J.D. STANTON, Commissioner

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**LOCAL GOVERNMENT (STATE) AWARD 2007**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C6169 published 30 November 2007

(364 I.G. 491)

(No. IRC 87 of 2007)

**CORRECTION**

1. Insert in Table 2, Allowances of Part B, Monetary Rates, against the row item "Clause 13(xiii) Civil Liability Loading (payable from the first pay period commencing on or after 15 December 2006)" under the column headings "First Pay Period, 01/11/07"; and "First Pay Period, 01/11/08" the amount of "3.5%", so that it appears as follows:

	First Pay Period 01/11/07 \$	First Pay Period 01/11/08 \$	First Pay Period 01/11/09 \$
Clause 13(xiii) Civil Liability Loading (payable from the first pay period commencing on or after 15 December 2006)	3.5%	3.5%	3.5%

G. M. GRIMSON *Industrial Registrar.*


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**MANNEQUINS AND MODELS (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 664 and 665 of 2009)

Before Commissioner Ritchie

6 August 2009

**VARIATION**

1. Delete subclause (a) of clause 4, Arbitrated Safety Net Adjustment of the award published 9 February 2001 (322 I.G. 172) and insert in lieu thereof the following:
  - (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (A) any equivalent overaward payments, and/or
    - (B) award wage increases since 29 May 1991 other than safety net adjustments and minimum rates adjustments.
2. Delete Table 1 - Rates of Pay of Part B, Monetary Rates and insert in lieu thereof the following:

**Table 1 - Rates of Pay**

Description	Annual Leave \$	Total Rate \$
Single parades concluding up to and including 6.00pm	10.81	137.04
Single parades concluding after 6.00pm	11.59	150.38
Rehearsals	1.66	21.65
One showing - not exceeding two hours		
City	3.45	44.92
Suburbs	3.91	50.82
Half-day showing - not exceeding four hours		
City	6.03	78.17
Suburbs	6.47	84.03
Full-day showing - not exceeding eight hours		
City	10.62	138.19
Suburbs	11.08	144.40
Work performed before 9.00am or after 5.30pm	1.66	21.65
Evening showing independent of day showings	10.25	131.77
Not more than three consecutive hours, Monday to Friday, City plus Chatswood and Bondi	5.56	72.74
Suburbs excluding Chatswood and Bondi	6.34	82.84
Not more than one and a half consecutive hours, Saturday, City plus Chatswood and Bondi	3.29	42.68
Suburbs excluding Chatswood and Bondi	3.53	45.77
Work performed by other than in accordance with the above hours	1.77	23.05
Up to and including one hour	2.84	36.85
Up to and including two hours	5.04	65.46
Up to and including three hours	7.46	96.80
Up to and including four hours	9.64	124.70

Up to and including five hours	11.59	149.90
Up to and including six hours	13.99	181.87
Up to and including seven hours	15.82	203.03
Up to and including eight hours	18.11	236.72

3. Delete Items 1 and 2 of Table 2 - Other Rates and Allowances of the said Part B and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	3 Part A (iv)(a) and (b)	Comperes: (a) not required to prepare own script (b) required to prepare own script	9.09 17.91
2	3 Part C	Fitting of garments other than on the day of engagement	27.68 per hour

4. This variation shall take effect from the first full pay period commencing on or after 6 August 2009.

D.W. RITCHIE, Commissioner

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**MOTOR VEHICLE SALESPERSON (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 664 and 665 of 2009)

Before Commissioner Ritchie

6 August 2009

**VARIATION**

1. Delete clause 5, Arbitrated Safety Net Adjustment, of the award published 3 November 2000 (319 I.G. 1092), and insert in lieu thereof the following:

**5. Arbitrated Safety Net Adjustment**

The rates of pay in this award include the adjustments payable under the State Wage Cases 2009. These adjustments may be offset against:

- (i) any equivalent overaward payments, and/or
  - (ii) award wage increases since 29 May 1991 other than safety net adjustments, State Wage Case and minimum rate adjustments.
2. Delete Table 1 - Wages of Part B, Monetary Rates and insert in lieu thereof the following:

**Table 1 - Wages**

Group	Classification	Total Rate \$
1	Motor Vehicle Salesperson	660.90
2	Probationary Salesperson	624.90

3. Delete Item Numbers 1 and 8 from Table 2 - Other Rates and Allowances of Part B, Monetary Rates and insert in lieu thereof the following:

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	3(A)(ii)	Exhibitions (Royal Easter Show, etc)	19.67 per night
8	13	Sunday Loading:	
		(a) if more than half a day is worked	133.03
		(b) if half a day or less is worked	66.51



4. Delete Table 3 - Training Wage - Skill level A and Table 4 - Training Wage - Skill Level B and insert in lieu thereof the following:

**Table 3 - Training Wage - 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 industry/skill level A.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	253.00	279.00	335.00
Plus 1 year out of school	279.00	335.00	390.00
Plus 2 years	335.00	390.00	453.00
Plus 3 years	390.00	453.00	518.00
Plus 4 years	453.00	518.00	
Plus 5 years or more	518.00		

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20%.

**Table 4 - Training Wage - 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.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	253.00	279.00	324.00
Plus 1 year out of school	279.00	324.00	373.00
Plus 2 years	324.00	373.00	438.00
Plus 3 years	373.00	438.00	500.00
Plus 4 years	438.00	500.00	
Plus 5 years or more	500.00		

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20%.

5. This variation shall take effect on and from the first full pay period commencing on or after 24 August 2009.

D.W. RITCHIE, Commissioner

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## MUSEUM OF CONTEMPORARY ART CONDITIONS OF EMPLOYMENT AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1677 of 2008)

Before Commissioner Ritchie

13 August 2009

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Appendix B - State Personal Carer's Leave Cases 1996 and 1998, Family Provisions Case 2005

### **1. Title**

This Award shall be referred to as the Museum of Contemporary Art Conditions of Employment Award 2009.

### **2. Parties to the Award**

The parties to this Award are the Museum of Contemporary Art Limited and the Public Service Association and Professional Offices' Association Amalgamated Union of New South Wales.

### **3. Definitions**

"Accident Pay" means a weekly amount equal to the difference between workers' compensation payments and the employee's normal rate of pay.

"Approved Course" shall mean a course approved by the Director.

"Association" or "Union" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

"Birth" includes Stillbirth.

"Director" means the Chief Executive Officer of the Museum holding the title of Director, or such officer of the Museum duly delegated in writing by the Director in the event of the absence of the Director from time to time.

"Employee Development and Training" shall mean short educational and professional training courses, conducted by either the Museum or an external institution or body recognised by the Director.

"Examination Leave" means time allowed off from normal duties granted on full pay to employees undertaking examinations in an approved part time course.

"Expected date of birth" means a date specified by a Medical Practitioner to be the date on which the Medical Practitioner expects the employee to give birth as a result of pregnancy, in relation to a female employee who is pregnant, or, in the case of adoption, to the date that the employee takes custody of the child concerned

"Full Time Employee" means an employee employed for normal hours.

"Joint Consultative Committee" means a committee formed for the purpose of improving and strengthening communication between management, the Association and employees with reference to industrial issues.

"Museum" means the Museum of Contemporary Art Ltd.

"Normal Hours" means the standard hours worked by employees in a week to a maximum of 38 hours.

"Ordinary rate of pay" means the sum ascertained by dividing the basic annual salary by 52.179 then dividing this figure by the number of ordinary weekly hours specified for that position.

"Overtime" means hours worked in excess of 38 hours per week.

"Part-time Course" shall mean a course undertaken concurrently with employment and shall include courses involving face to face or oral instruction and those conducted externally to the institution through correspondence study.

"Part-time Employee" means an employee employed on an ongoing basis for 13 hours or more per week.

"Preparators" shall also include the position title "Art Installers".

"Study Accumulation" shall mean the aggregation of short periods of study time granted for private study purposes.

"Study Time" shall mean time allowed off from normal duties granted on full pay to employees who are studying in approved part-time courses.

"Time-in-Lieu" means paid time taken off work during ordinary hours, in lieu of payment for overtime worked.

"Week" means Monday to Sunday.

#### **4. Hours of Duty**

- (a) Except where otherwise provided in this clause, the normal hours of duty shall be 38 hours per week to be worked between the hours of 8:30am and 7:30pm on Monday to Friday. Which five days of the week employees, including casual employees, shall be required to work shall be determined taking into account the needs of the MCA and the employee.
- (b) A meal break of not less than 45 minutes and not more than one hour shall be taken where possible between noon and 2:00 pm provided that not more than five hours shall elapse between the commencement of work on any one day and the commencement of the meal break. Where work on any day continues beyond the period specified in subclause (a) of this clause, a second meal break shall be taken not less than five hours after the conclusion of the first meal break.
- (c) Notwithstanding subclause (b) of this clause, casual employees may agree to a meal break of 30 minutes only, if it is mutually suitable to the Museum and the employee.

#### **5. Casual Employees**

- (a) Casual employees are engaged from day-to-day.
- (b) A casual employee shall be engaged for a minimum period of four hours provided that this minimum period may be reduced to two hours for consultation/planning and training meetings.
- (c) The employment of an employee engaged as a casual may be terminated by either party without notice, subject to the minimum period set out in subclause (b) of this clause being worked. The employee shall have recourse to the dispute settling procedures specified in clause 18, Grievance and Dispute Settling Procedures.

- (d) The hourly rate for employees engaged on a casual basis is calculated by adding twenty percent to the ordinary rate of pay of the relevant classification. This loading is in lieu of payment for recreation leave, sick leave, leave loading, maternity and paternity leave. The *Long Service Leave Act 1955* provides long service leave for casual employees.
- (e) Refer also to 7, 9 and 10(b) of Appendix B, State Personal Carer's Leave Cases 1996 and 1998, Family Provisions Case 2005, of this award.

#### **6. Preparators**

- (a) Preparators shall work any hours between 7:00am and 11:00pm.
- (b) Hours worked between 7.00am to 8:30am and 7.30pm to 11:00pm shall accrue an allowance calculated at 15% of the normal hourly rate for the time worked.
- (c) Overtime shall be paid beyond 38 hours per week at the rate of:
  - 38 - 45 hours @ time and a half,
  - 45 hours plus @ double time.
- (d) Preparators shall be paid a meal allowance when working weekend days.
- (e) Subclauses (a) and (b) of clause 4, Hours of Duty shall not apply to Preparators, they may be asked to work any day of the week.
- (f) A Preparator who commences work between 7.00am and 8.30am and works in excess of 10 hours will also be paid a morning meal allowance.
- (g) If a Preparator works after 7.30pm then they are entitled to an evening meal allowance regardless of the length of shift.

#### **7. Fixed Term Employment**

An employee may be engaged under the terms of this Award for a period not to exceed 12 months for specific projects, which is renewable at the end of that fixed term.

#### **8. Overtime and Time in Lieu**

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

- (d) Subject to the exceptions otherwise provided in this clause, all time worked at the direction of the Museum or in an emergency and which is in excess of the normal hours in the case of an employee, shall be paid at time and a half for the first two hours and double time thereafter.
- (e) When overtime work is necessary, it shall wherever reasonably practicable be so arranged that employees have at least ten consecutive hours off duty between work on successive days.
- (f) An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of work on the following day that the employee has not had at least ten consecutive hours off duty between those times shall be released after the completion of overtime until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (g) If, on the instructions of the Museum, such an employee resumes or continues work without having had ten consecutive hours off duty, the employee shall be paid at time-and-a-half until released from duty, then they shall be entitled to be absent for ten consecutive hours without loss of pay for ordinary working time occurring during such absence.
- (h) Notwithstanding subclauses (a) and (b) of clause 6, Preparators, overtime shall be calculated to the nearest quarter of an hour on each occasion overtime is worked and shall be based upon the ordinary rate of pay the employee is receiving at the time the overtime is worked.
- (i) Time off in lieu shall be taken at such time mutually convenient to the employee and the Museum. Time off in lieu shall be calculated by reference to applicable overtime rates.
- (j) When an employee finishes work after 9:30pm, the Museum shall provide the employee taxi fare or a Cabcharge docket to the employee's place of residence provided that such residence is not situated more than 30 kilometres from the Museum premises. Where the employee's residence is situated more than 30 kilometres from the Museum premises the Museum will provide the employee taxi cab fare or a Cabcharge docket to the public transport station nearest to the Museum premises and a taxi fare or Cabcharge docket from a public transport station nearest the employee's residence to the employee's residence.

### **9. Payment of Salaries and Wages**

Salaries shall be paid weekly or fortnightly or as otherwise agreed with the written consent of Joint Consultative Committee.

### **10. Call Back**

- (a) An employee or casual employee recalled to work overtime, whether notified before or after leaving the Museum's premises, shall be paid for a minimum of four hours work.
- (b) Notwithstanding subclause (d) of clause 8, Overtime and Time in Lieu, an employee or casual employee recalled to work emergency duty shall not be obliged to work the minimum period provided by subclause (a) of this clause if the work is performed and completed in less time.

### **11. Meal Allowance**

- (a) An employee who is required to work overtime covering a period between the hours of 7:30pm and 8:30am, shall either be supplied with a meal by the Museum or be paid a meal allowance. Such meal allowance shall be equivalent to the meal allowance which would be payable in equivalent circumstances under the provisions relating to meal allowances contained in the then current Crown Employees (Public Service Conditions of Employment) Award.
- (b) If a meal break is taken, the time involved shall not be regarded as time worked.

## 12. Public Holidays

- (a) Employees shall be entitled to the following public holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Sunday, Easter Monday, Labour Day, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, Museum Holiday and any other day or days which are proclaimed as public holidays throughout the State of New South Wales.

For the purpose of this subclause:

- (i) Where Christmas Day falls on a Saturday or a Sunday the following Monday or Tuesday shall be observed as a public holiday.
- (ii) Where Boxing Day falls on a Saturday or Sunday, the following Monday or Tuesday shall be observed as a public holiday.
- (iii) When New Year's Day falls on a Saturday or on a Sunday, the following Monday shall be observed as New Year's Day and the said Saturday and/or Sunday shall be deemed not to be holidays.
- (b) 'Museum Holiday' means a day in place of a Union Picnic Day, taken at a day to be set by the Museum during one of the working days between Boxing Day and New Year's Day.
- (c) Other days may be added to any of the abovementioned public holidays at the Museum's discretion, for example where an employee is of another religious denomination or ethnic background.
- (d) An employee who is required to work on any of the public holidays in subclause (a) of this clause will be paid for the day at the rate of double time.

## 13. First Aid, Uniforms, Protective Clothing Allowances

- (a) First Aid Allowance

Standard First Aid Kits shall be provided and maintained by the Museum in accordance with the *Occupational Health & Safety Act* or Regulation. In the event of any serious accident happening to any employee or casual employee whilst at work the Museum, at its own expense, shall provide transport facilities to the nearest hospital or doctor.

- (b) Uniforms

The Museum will provide Museum Employees with MCA T-shirts, sweatshirts and jackets, where these are required to be worn as part of a uniform. The Museum will also provide MCA labels that may be sewn on to any clothing belonging to an employee that they are required to wear as part of a uniform.

The Museum will provide overalls and steel cap boots which must be worn at all times for Museum employees working in the construction of exhibitions or any other activity that is subject to wet or dusty conditions or chemical conditions. The cost of any laundering or dry cleaning of such T-shirts or overalls shall be borne by the Museum if left on the Museum's premises for cleaning.

## 14. Travelling Compensation

The Museum shall consider the convenience of the employee when such employee is required to travel to a temporary work location.

### 14.1 Excess Travelling Time

When an employee, in order to perform official duties, is required to travel, the employee may, if the employee so desires, apply to the Museum for compensation. If it is convenient to the Museum, equivalent time off in lieu or payment shall be granted for excess time occupied in so travelling, or payment shall be made. Time off in lieu, or payment, shall be granted subject to:

- (a) where travel is on a non-working day for the employee concerned, travel was undertaken by direction of the Museum.
- (b) where travel is on a working day only, and is at the direction of the Museum, the time spent in travelling before or after the employee's ordinary hours of work shall count.
- (c)
  - (i) There shall be deducted from an employee's total travelling time on any one day, other than a non-working day, the time normally taken for the periodic journey from home to headquarters and return;
  - (ii) claims of less than one-quarter of an hour on any one day shall be disregarded;
  - (iii) travelling time shall not include any period of travel between 11:00 pm on any one day and 7:30 am on the following day where the employee has travelled overnight and sleeping facilities have been provided for the employee by the Museum;
- (d) compensation for excess travelling time shall not apply in respect of overseas travel.

#### 14.2 Calculation and Method of Payment

- (a) Payment for travelling time shall be at the employee's ordinary rate of pay on an hourly basis calculated as follows:
  - (i) For employees employed on a 5 day basis
 
$$\frac{\text{Annual Salary}}{1} \times \frac{1}{52.179} \times \frac{1}{\text{no of ordinary hours of work per week}}$$
- (b) Employees who are in receipt of a salary in excess of the rate applicable to the maximum rate for Grade 5, shall be paid travelling time or waiting time calculated at the rate applicable to the maximum rate for Grade 5.
- (c) Time off in lieu or payment, as the case may be, for excess travelling time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

#### 14.3 Meal Allowances on Journeys Not Requiring Temporary Residence

An employee who makes a journey on official business and who is not, by reason of that journey, required to reside temporarily at a place other than the employee's residence, and who must purchase a meal, shall be paid a meal allowance in accordance with the current Australian Taxation Reporter.

#### 14.4 Accommodation Allowances

An employee who performs official duty at or from a temporary work location; and is thereby compelled to reside temporarily at a place other than the employee's residence; and is not provided with accommodation by the Museum shall, subject to this clause, be paid an allowance for the expenses properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform that duty.

#### 14.5 Claims for Payment

- (a) Payment in advance: the Museum may approve applications for advance payments of travelling and sustenance allowances. Such applications should detail the approximate expenditure anticipated.



- (b) Time for submitting claims: claims should be submitted promptly i.e. within one month from the completion of the work or within such time as the Museum determines.

#### 14.6 Table of Allowances

Where an employee travels on company business the allowances set out below represent the maximum refundable expenditure. Any claims must be justified by actual invoices/receipts on return.

##### 14.6.1 Domestic Travelling Allowance Rates for Employees

Allowances for employees include components for: (a) meals; (b) accommodation; and (c) incidentals. When calculating entitlements each of these components must be included.

Domestic travel allowance rates shall be payable at a rate in accordance with the current Australian Taxation Reporter.

##### 14.6.2 International Travelling Allowance Rates for Employees

Primarily the allowance has two components:

- (a) A daily rate for meals and incidentals. Incidentals include such items as:

gratuities for personal services

payments to porters for the handling of personal luggage

laundry and dry cleaning

private telephone calls

newspapers

International travel allowance rates shall be payable at a rate in accordance with the current Australian Taxation Reporter.

- (b) The actual cost of accommodation

In addition to this allowance, other reasonable expenses are claimable, for example:

land transport costs

the cost of official telephone calls

charges for inoculations, health examinations, etc

fees for passports and visas

entry and exit fees or other imposts of governments

costs associated with the purchase or conversion of currency

##### 14.6.3 Allowance Review and Adjustment

The allowance paid under this clause shall be adjusted as prescribed and published in the current Australian Taxation Reporter.

For overseas transfers of longer than one month where an agreement is reached which is to the mutual benefit of the employee and the Museum the provisions of paragraph 14.6.2 may be negotiated on a case-by-case basis.

#### 14.7 Absence on Official Duty

An employee who:

- (a) performs official duty at or from a temporary work location; and
- (b) is thereby compelled to reside temporarily at a place other than the employee's residence shall be paid such allowances for the expenses incurred during the time actually spent away from the employee's residence in order to perform that duty as is prescribed by paragraph 14.6.1 of this Award.

#### 14.8 Use of Private Motor Vehicle

- (a) An employee who, with the approval of the Museum, uses a private motor vehicle or other means of conveyance for the conduct of the Museum's business shall be paid a private motor vehicle allowance. The private motor vehicle allowance shall be payable at a rate in accordance with the current Australian Taxation Reporter.
- (b) An allowance shall not be paid under this clause in respect of a journey if a Museum fleet motor vehicle was available for the journey.
- (c) Where a Museum fleet motor vehicle was not available for a journey but public transport was reasonably available for the journey, the amount of any allowance paid under this clause shall not exceed the cost of the journey by public transport.
- (d) The allowances payable under this clause shall be adjusted as prescribed and published in the current Australian Taxation Reporter.

#### 14.9 Compensation for Loss or Damage to Personal Property

- (a) The Museum shall compensate an employee to the extent of damage sustained to their personal property (but not theft) where such damage is sustained:
  - (i) due to the negligence of the Museum, another employee, or both, in the execution of their duties; or
  - (ii) by a defect in the Museum's material or equipment; or
  - (iii) where an employee has protected or attempted to protect the Museum's property from loss or damage.
- (b) For the purpose of this subclause, personal property means an employee's clothes, spectacles, hearing-aid or tools of trade which are ordinarily required for the performance of their duties.
- (c) Compensation to the extent of damage sustained shall be made where, in the course of work, clothing, spectacles or hearing aids are damaged or destroyed by fire.

### 15. Leave

#### 15.1 General Provisions

- (a) An application by an employee for leave under this clause shall be made to and dealt with by the Museum.
- (b) The Museum, in dealing with any such application, shall have regard to the exigencies of the Museum, but as far as practical shall deal with the application in accordance with the wishes of the employee.

## 15.2 Maternity Leave

- (a) For the purposes of this award, Adoption Leave entitlements shall be identical to those for Maternity Leave.
- (b) A female employee who is pregnant and has completed not less than forty (40) weeks continuous service shall, subject to this clause, be entitled to be granted maternity leave for a period of up to 12 months, including 3 months on full pay and the remainder without pay. Having met these conditions once, the employees shall not be required to work the 40 weeks continuous service again to qualify for further periods of Maternity Leave.
- (c) Maternity Leave may commence up to three (3) months prior to the expected date of birth.
- (d) An employee who has been granted Maternity Leave may, with the permission of the Museum, take leave after the actual date of birth on a part-time basis over a period not exceeding two (2) years, or partly full-time and partly part-time over a proportionate period.
- (e) An employee who has applied for or been granted Maternity Leave shall, as soon as practical after the termination of her pregnancy (whether by the birth of a living child or otherwise), notify the Museum of the termination and the date on which it occurred.
- (f) An employee who has been granted Maternity Leave and who gives birth to a living child shall not resume duty, on either a full-time or a part-time basis, before the expiration of six (6) weeks after the birth of the child, unless a medical practitioner states that she is fit to do so.
- (g) An employee who has been granted Maternity Leave and whose child is stillborn may elect to take available Sick Leave instead of Maternity Leave.
- (h) An employee who resumes duty immediately on the expiration of Maternity Leave shall -
- (i) if the position occupied by her immediately before the commencement of that leave still exists
- be entitled to be placed in that position;
- (ii) if the position so occupied by her has ceased to exist -
- be entitled to be appointed (subject to the availability of other suitable positions) to another position at the same graded level or be entitled to a redundancy pay as per the Redundancy Policy.
- (i) Except as otherwise provided by paragraph (b) of this subclause, Maternity Leave shall be granted without pay.
- (j) Applications and Variations
- (i) An employee shall give written notice of not less than eight (8) weeks prior to the commencement of Maternity Leave, except if the birth is premature. Such notice shall include a Medical Certificate stating the expected date of the birth.
- An employee who has so notified the Museum may vary the period of Maternity Leave any number of times before she actually commences that leave. A minimum of four (4) weeks notice of variation shall be given, although the Museum may accept less notice if convenient.
- (ii) An employee after commencing Maternity Leave may vary the period of her Maternity Leave, once without consent of the Museum, or any number of times with the consent of the Museum. A minimum of four (4) weeks notice must be given, although the Museum may accept less notice if convenient.

(k) Calculation of Leave Credits on Return from Full-time Maternity Leave

Paid Maternity Leave shall be counted as service for the purposes of calculating the Superannuation vestment period or Long Service Leave, Recreation Leave, Sick Leave, and other forms of leave entitlement.

(l) Payment in Advance

Taking into account the wishes of the employee, Maternity Leave, may be paid at the discretion of the Museum:

- (i) on a normal fortnightly basis; or
- (ii) in advance in a lump sum; or
- (iii) at the rate of half pay over a period of 6 months on a regular fortnightly basis.

(m) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, the Museum shall be obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from section 70, Transfer to a safe job of the NSW *Industrial Relations Act 1996*. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(n) Refer also to Appendix B, State Personal Carer's Leave Cases 1996 and 1998, Family Provisions Case 2005, of this award.

### 15.3 Parental Leave

(a) Subject to such conditions as may from time to time be determined by the Museum, the Museum may grant Parental Leave for a period not exceeding twelve (12) months to an employee who becomes a parent but is not entitled to Maternity Leave or Adoption Leave.

(b) Parental Leave may commence at any time up to two (2) years from the date of birth or adoption of the child.

(c) An employee who has been granted Parental Leave may, with the permission of the Museum, take such leave:

- (i) full-time for a period not exceeding twelve (12) months; or
- (ii) part-time over a period not exceeding two (2) years, or partly full-time and partly part-time over a proportionate period.

(d) An employee who resumes duty immediately on the expiration of Parental Leave shall -

- (i) if the position occupied by him or her immediately before the commencement of that leave still exists - be entitled to be placed in that position; or
- (ii) if the position so occupied by him or her has ceased to exist - be entitled to be appointed (subject to the availability of other suitable positions) to another position for which he or she is qualified or be entitled to a redundancy pay as per the Redundancy Policy.

(e) Parental Leave shall be granted without pay.

(f) Refer also to Appendix B, State Personal Carer's Leave Cases 1996 and 1998, Family Provisions Case 2005, of this award.

## 15.4 Recreation Leave

- (a) Recreation Leave on full pay accrues to employees at the rate of twenty (20) working days per year.
- (b) Recreation Leave accrues from month to month only, but for the purposes of calculating Recreation Leave which may be due on cessation of employment, credit shall be given for periods of service of less than one (1) month.
- (c) Recreation Leave accrued and not taken by an employee owing to exigencies of the Museum or for any other reason the Museum considers sufficient, accumulates up to a maximum of forty (40) working days.
- (d) The Museum may direct an employee to take accrued Recreation Leave at such time as is convenient to the working of the Museum, but as far as is practical the wishes of the employees concerned are to be taken into consideration in directing the time for the taking of leave.
- (e) If the Museum is satisfied that an employee is prevented from taking an amount of Recreation Leave sufficient to reduce the accrued leave below forty (40) working days, the leave accrued in excess of forty (40) working days shall not be forfeited, however the Museum reserves the right to direct the employee to take leave.

Recreation Leave shall not be granted for a period of less than a half day or in other than multiples of a half day.

- (f) Recreation Leave for which an employee is eligible on cessation of employment shall be calculated to an exact half day, fractions of less than a half day being taken to the next higher half day.
- (g) Recreation Leave does not accrue to an employee in respect of any period of absence from duty without pay or without leave.
- (h) The proportionate deduction to be made in respect of the accrual of Recreation Leave on account of any period of absence referred to in paragraph (g) of this subclause shall be calculated to an exact half day. Fractions of less than a quarter day shall be disregarded and not included in the calculation.
- (i) Recreation Leave accrues in respect of -
  - (i) any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act 1987*; or
  - (ii) any period of sick leave without pay; or
  - (iii) any other period of leave without pay, not exceeding five (5) working days in any period of twelve (12) months.
- (j) If an employee takes Long Service Leave on half pay, the period of that leave shall be taken into account to the extent of one-half of the leave only in calculating the accrual of Recreation Leave.
- (k) An employee who resigns or retires or whose services are otherwise terminated (except by death) shall, on cessation of employment, be entitled to be paid forthwith in lieu of Recreation Leave accrued and remaining untaken the money value of that leave.
- (l) An employee may elect to take either the whole or part of the Recreation Leave accrued and remaining untaken at cessation of active duty as Recreation Leave on full pay instead of taking the money value of that leave.

- (m) Where an employee has acquired a right to Recreation Leave with pay and dies before entering on it, or after entering on it dies before its termination -
  - (i) the spouse or de facto spouse whether same or opposite sex; or
  - (ii) if there is no such spouse or de facto spouse, the children of the employee; or
  - (iii) if there is no such spouse or de facto spouse or children, the person who, in the opinion of the Museum was, at the time of the death of the employee, a dependent relative of the employee, is entitled to receive the money value of the leave not taken.
- (n) If there is no such person entitled under paragraph (m) of this subclause, the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.
- (o) If there is no person entitled under paragraphs (m) or (n) of this subclause to receive the money value of any leave not taken or not completed by an employee or which would have accrued to an employee, the payment shall be made to the personal representative of the employee.
- (p) Where payment of the money value of leave has been made under this clause no proceeding may be brought against the Museum of any amount in respect of that leave.

#### 15.5 Sick Leave

- (a) Sick Leave on full pay accrues to an employee at the rate of ten (10) days each calendar year, and any such accrued leave which is not taken is cumulative to a maximum of forty (40) days, except as provided in paragraph (g) of this subclause.
- (b) Sick Leave on full pay accrues at the beginning of the calendar year, but if an employee is appointed during a calendar year, sick leave on full pay accrues on the date the employee commences duty at the rate of one (1) day for each complete month before the next 1 January up to a maximum of ten (10) days.
- (c) Sick Leave without pay shall not be counted as service for the accrual of Sick Leave.
- (d) For the purposes of determining the amount of Sick Leave accrued where Sick Leave is granted on less than full pay, the amount of Sick Leave granted shall be converted to its full pay equivalent.
- (e) If an employee who is on Recreation Leave or Long Service Leave furnishes to the Museum a satisfactory Medical Certificate in respect of illness occurring during that leave, the Museum may, subject to the provisions of this part relating to Sick Leave, grant Sick leave to the employee for the following period:
  - (i) in the case of an employee on Recreation Leave - the period set out in the Medical Certificate;
  - (ii) in the case of an employee on Long Service Leave - the period set out in the Medical Certificate, except if that period is less than seven (7) calendar days.
- (f) Paragraph (e) of this subclause applies to all employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.
- (g) The Museum may, at its discretion, grant additional (special) Sick Leave as outlined in paragraph (h) of this subclause to an employee who:
  - (i) has exhausted the Sick Leave entitlement which may be granted under paragraphs (a) and (b) of this subclause;

- (ii) has had ten (10) or more years of service; and
  - (iii) is absent on Sick Leave for a period of at least three (3) months duration.
- (h) Special Sick Leave may be granted as follows:

Completed Years of Service	Number of Working Days (5 Day Week)
10	22
20	44
30	66
40	88
50	110

#### 15.6 Sick Leave - Workers Compensation

- (a) This clause applies where an employee is or becomes unable to attend for duty or to continue on duty in circumstances which may give the employees a right to claim compensation under the *Workers Compensation Act 1987*.
- (b) If an employee has made a claim for any such compensation, the employee may, pending the determination of that claim and subject to the provisions of this clause relating to Sick Leave, be granted by the Museum Sick Leave on full pay for which the employee is eligible, and if that claim is accepted the equivalent period of any Sick Leave shall be restored to the credit of the employee.
- (c) An employee who continues in receipt of compensation after the completion of the period of twenty six (26) weeks referred to in section 36 of the *Workers Compensation Act 1987* may, subject to the provisions of this clause relating to Sick Leave, be paid an amount representing the difference between the amount of compensation payable under that Act and the ordinary rate of pay of the employee but Sick Leave equivalent to the amount of the difference so paid shall be debited against the employee.
- (d) If an employee notifies the Museum that he or she does not intend to make a claim for any such compensation, Sick Leave on full pay may be granted by the Museum.
- (e) If an employee, who is required to submit to a Medical Examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under the Act, refuses to submit to or in any way obstructs any such examination, the employee shall not be granted Sick Leave on full pay until that examination has taken place and a Medical Certificate has been given indicating that the employee is not fit to resume duty.
- (f) If, as a result of any such Medical Examination, a Certificate is given under the *Workers Compensation Act 1987* setting out the condition and fitness for employment of the employee or the kind of employment for which the employee is fit, and the Museum makes available to the employee employment falling within the terms of that certificate and the employee refuses or fails to resume or perform the employment so provided, all payments in accordance with this clause shall cease from the date of that refusal or failure.
- (g) Notwithstanding paragraphs (b) or (c) of this subclause, if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act 1987*, there shall then be no further Sick Leave granted on full pay.

#### 15.7 Sick Leave - Other than Workers Compensation

- (a) If the circumstances of an injury to or illness of an employee may give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, Sick Leave on full pay may, subject to an in accordance with this clause, be granted to the employee on completion by the employee of an undertaking in form approved by the Museum that any such claim if made will include a claim for the value of any period of Sick Leave on full

pay granted and that, in the event that the employee receives or recovers damages or compensation pursuant to the claim for loss of salary or wages during any such period of Sick Leave, the employee will repay the Museum such money as is paid by the Museum in respect of any such period of Sick Leave.

- (b) Sick Leave on full pay shall not be granted to an employee who refuses or fails to complete an undertaking referred to in paragraph (a) of this subclause except with the express approval of the Museum given on the grounds that the refusal or failure is unavoidable in the circumstances.
- (c) On repayment made to the Museum pursuant to an undertaking given by an employee, Sick Leave equivalent to that repayment, calculated at the ordinary rate of pay of the employee, shall be restored to the credit of the employee.

#### 15.8 Sick Leave to Care for a Family Member

Refer to 1, Use of Sick Leave, in Appendix B, State Personal Carer's Leave Cases 1996 and 1998, Family Provisions Case 2005, of this award.

#### 15.9 Special Leave

Special Leave may be granted to an employee on a paid or unpaid basis at the discretion of the Museum for the following purposes: Compassionate Leave, Military Leave, Jury Service, attendance in court, emergency volunteer activities, trade union activities, academic study, examination leave, graduation and academic ceremonies, professional meetings, electoral office activities, first aid training, blood donation, Olympic and Commonwealth Games participation, National Aborigines Day celebrations (where an employee identifies as an Aborigine), or in other cases of pressing necessity.

#### 15.10 Long Service Leave

- (a) Full and Part-time employees are entitled after service of ten (10) years, to leave for three (3) months on full pay or six (6) months on half pay, and after ten (10) years service to an amount of leave on a pro rata basis to three (3) months for every additional ten (10) years worked.
- (b) For the purpose of calculating the entitlement of an employee to Long Service Leave under this subclause:
  - (i) service commences from the date of commencement of employment (as a full time or part time employee) with the Museum or the date of the commencement of employment with The University of Sydney if the employee subsequently transferred to the Museum.
  - (ii) Long Service Leave previously taken will be excluded from any calculation of Long Service Leave due.
- (c) If the services of an employee with at least five (5) years service and less than ten (10) years service are terminated:
  - (i) by the Museum for any reason other than the employee's serious and intentional misconduct; or
  - (ii) by the employee on account of illness, incapacity or other exceptional circumstances subject to the discretion of the Museum,  
  
The employee is entitled:
    - (iii) for five (5) years of service, to 1.5 month's leave on full pay; and
    - (iv) for service after five (5) years, to a proportionate amount of leave on full pay calculated on the basis of three (3) month's leave for ten (10) years service.



- (d) For purposes of calculating Long Service Leave "service" does not include any period of Leave Without Pay.
- (e)
  - (i) an employee who has acquired a right to Long Service Leave with pay under paragraph (a) of this subclause is entitled, immediately on the termination of the employee's services, to be paid instead of that leave the money value of the Long Service Leave in addition to any payment to which the employee may be otherwise entitled;
  - (ii) any pension to which such employee is entitled under the *Superannuation Act 1916* commences from and including the date on which the employee's Long Service Leave if taken, would have commenced.
- (f) If an employee has acquired a right under this clause to Long Service Leave with pay and dies before starting it, or after starting it dies, paragraphs (m)-(p) of subclause 15.4, Recreation Leave apply.
- (g) Any payment under this clause is in addition to any payment due under any Act under which superannuation benefits are paid.
- (h) Long Service Leave should be taken at a mutually agreeable time. All efforts will be taken to grant the applicant's Long Service Leave following the giving of reasonable notice. Long Service Leave to be approved no longer than 12 months after receipt of written application except by mutual agreement between the applicant and the Museum.

## 16. Study Assistance

### 16.1 Objectives

Study assistance is available to develop the skills and versatility of people working in the Museum. It should be equitably accessible to all employees and should be used to promote a highly trained and skilled workforce.

The objectives of study assistance are:

- (a) to assist employees to undertake study which is relevant to the Museum and which improves their ability to perform their duties;
- (b) to develop the skills, versatility and adaptability of people working in the Museum;
- (c) to provide an opportunity for employees who have suffered education disadvantage to bridge gaps in their educational qualifications;
- (d) to encourage employees to pursue the highest standards in courses of study;
- (e) to provide a tangible expression of the commitment to employee development in a cost effective way.

### 16.2 Approved Courses and Study Types

Courses and other forms of study for which Study Leave may be granted shall be taken on a part time basis provided that they relate to the student's current employment and meet one or more of the following criteria:

- (a) be administered by a recognised public institution;
- (b) lead to a recognised qualification;

- (c) be a bridging/qualifying course;
- (d) lead to membership of a registered professional organisation;
- (e) contribute to the professional development of the employee;

### 16.3 Part Time Course

A part time course may be undertaken through correspondence or may require face to face or oral instruction. Study Leave may be granted for an approved course. More than one course may be undertaken at the same time, provided that the two or more courses together result in a part time load.

### 16.4 Study Time

- (a) Full time or part time employees desiring to undertake study shall make written application to the Course Approval Committee four or more weeks prior to the commencement of the proposed course.
- (b) A maximum of four (4) hours per week paid leave may be granted for attendance at lectures and other appropriate study. Such time shall be considered hours worked for purposes of calculating Sick Leave, Recreational Leave, Long Service Leave, etc. Such time shall include travel to and from the place of study.
- (c) Study Leave may, at the discretion of the Director, be granted in accumulated blocks for the duration of the course.
- (d) Study Leave shall be granted for under-graduate, graduate and post-graduate study. In special circumstances Study Leave may be granted for overseas study, including scholarships and fellowships, where applicant can demonstrate financial need.
- (e) Where study time is refused, the employee shall have recourse to the dispute settling procedures as specified in clause 18, Grievance and Dispute Settling Procedures.

### 16.5 Examination Leave

- (a) Examination Leave shall be granted to a maximum of five (5) days per annum, at the normal rate of pay. Such time shall be considered hours worked for the purposes of calculating Sick Leave, etc.
- (b) Pre Examination Leave is also available at the discretion of the Museum.

### 16.6 Study Leave Without Pay

The Director shall consider requests for Leave Without Pay for the purposes of study in the following instances:

- (a) the applicant is the recipient of a Fellowship or Scholarship which provides its own form of financial support.
- (b) the applicant's proposed course of study is not considered to be of immediate relevance to the applicant's skills for which they are employed by the Museum.
- (c) repeat subjects where evidence can be provided that failure was caused by circumstances beyond their control, such as sickness, domestic circumstances, etc.

Leave Without Pay shall be granted at the discretion of the Director and shall not be considered time worked for the purposes of calculating Sick Leave, etc.

## 16.7 Refusal of Study Leave

- (a) Sufficient notice must be given of refusal of Study Leave to enable the applicant to consider alternatives. Counselling shall be provided to assist applicants in considering alternatives.
- (b) The employee has recourse to the dispute procedures as specified in clause 18, Grievance and Dispute Settling Procedures.

## 16.8 Employee Development and Training Opportunities

## (a) Definition

For the purpose of this part, the following are regarded as employee development and training 'activities'.

- (i) employee development courses conducted by the Museum;
- (ii) short educational and training courses conducted by generally recognised public or private educational bodies; and
- (iii) conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.

## (b) Types of Activities

The activities defined above can be grouped into three types:

- (i) Activities considered by the Museum to be essential for the efficient operation of the Museum.

Such activities would include the attendance at selected employee training sessions on the operations of a new office machine such as a computer which they will be required to use, or attendance at a course which is indirectly related to the work of the employees and is seen as essential for the employees to perform their duties adequately.

- (ii) Activities considered to be developmental and of benefit to the museum profession:

These activities which are developmental and serve to enhance the knowledge and skill of employees, being of clear benefit to the employees both in their work and in their career development as well as having a consequential benefit for the Museum or the museum profession. These activities would comprise the majority of employee development and training courses.

- (iii) Activities considered to be principally of benefit to the person and indirectly of benefit to the museum profession.

Attendance of employees at conferences or professional societies, or a series of lectures conducted by an educational institution, are examples of such activities.

## (c) Attendance on duty

Attendance of employees at activities described in paragraphs (b) (i) and (b) (ii) of this subclause would be regarded as on duty. This means that where employees attended such an activity during normal working hours, they would be regarded as on duty for the purposes of payment of salary.

- (d) Conditions for activities considered to be essential for the efficient operation of the Museum. Because the activities described in paragraph (b) (i) of this subclause are seen as essential it is

clear that employees would be entitled to conditions contained in this award on the basis that the employees are performing their normal duties. These conditions would include.

- (i) recognition that the employees are performing normal duties during the course;
  - (ii) adjustment for the hours so worked under flexible working hours;
  - (iii) payment of course fees;
  - (iv) payment of all actual necessary expenses or payment of allowances in accordance with this award, provided that the expenses involved do not form part of the course; and
  - (v) payment of overtime where the activity could not be conducted during the employee's normal hours and the Museum is satisfied that the approval to attend constitutes a direction to work overtime under clause 8, Overtime and Time in Lieu, of this award.
- (e) Conditions for activities considered to be essential for the efficient operation of the Museum

The conditions to apply to the types of activities described in paragraph (b) (ii) of this subclause would be restricted to:

- (i) recognition of the employee as being on duty during normal working hours whilst attending the activity;
  - (ii) payment of course fees;
  - (iii) reimbursement of any actual necessary expenses incurred by the employee for travel costs, meals and accommodation, provided that the expenses involved do not form part of the course fee; and
  - (iv) such other conditions as may be considered appropriate by the Museum given the circumstance of attending at the activity, such as compensatory leave for excess travel or payment of the expenses allowance provided by clause 8, Overtime and Time in Lieu, of this award.
- (f) Conditions for activities considered to be principally of benefit to the employee and indirectly of benefit to the Museum.

The activities described in paragraph (b) (iii) of this subclause would be attended by an employee through the grant of Special Leave up to a maximum of ten (10) days in accordance with subclause 15.9 Special Leave of clause 15, Leave, of this award.

### **17. Anti-Discrimination**

- (a) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

- (d) Nothing in this clause is to be taken to affect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (ii) offering or providing junior rates of pay to persons under 21 years of age;
  - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (iv) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES:

- (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (ii) 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."

### **18. Grievance and Dispute Settling Procedures**

Grievance and dispute settling procedures are in Appendix A to this award.

### **19. Deduction of Union Membership Fees**

- (a) The Association shall provide the Museum with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- (b) The Association shall advise the Museum of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable shall be provided to the Museum at least one month in advance of the variation taking effect.
- (c) Subject to subclauses (a) and (b) of this clause, the Museum shall deduct Association fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the Museum to make such deductions.
- (d) Monies so deducted from an employee's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts.
- (e) Unless other arrangements are agreed to by the Museum and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- (f) Where an employee has already authorised the deduction of Association 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 deduction to continue.

### **20. Secure Employment**

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in

particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

(b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
  - (1) whether the employee will convert to full-time or part-time employment; and
  - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
- (1) A "labour hire business" 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 occupational health and safety consultative arrangements;
- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
- (f) The parties agree to negotiate and implement a Memorandum of Understanding (MOU) about the implementation of the Secure Employment Test Case within 12 months (which addresses the concerns raised by the Museum in correspondence of 17 June 2009 to the Association.)

## 21. Area, Incidence, and Duration

This award shall apply to all employees of the Museum of Contemporary Art and employees of any affiliate of the Museum of Contemporary Art as defined in clause 3, Definitions, of this award.

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Museum of Contemporary Art Conditions of Employment Award 2005 published 31 March 2006 (358 I.G. 580) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 13 August 2009.

The award remains in force until varied or rescinded, the period for which it was made having already expired.

## APPENDIX A

### Grievance/Dispute Procedure

Grievance resolution

The grievance resolution process

Who is responsible for implementing this Policy?

Principles of grievance resolution

- (i) What is a grievance?
- (ii) Why raise and resolve a grievance?
- (iii) Grievance resolution
- (iv) Documentation
- (v) Natural justice
- (vi) The support/information role for some grievances
- (vii) The mediator role for some grievances
- (viii) The advocate role for some grievances

Grievance resolution:

All employees are entitled to express a grievance and have that issue or concern examined and resolved.

The intent of the Museum's grievance resolution policy is that grievances are managed effectively and in a timely manner in the local workplace, consistent with award and legislative requirements.

The grievance resolution process

A grievance occurs in the workplace	Is the grievance resolved by discussion in the local workplace?	Yes
	No	



Write to immediate supervisor documenting - the grievance - the remedy sought		
Hold a meeting to discuss the matter (within 2 days)		
Is the matter resolved	Yes	
No		
The employee or Department Manager/Team Leader may refer to General Manager		
As soon as practical, hold a meeting to Discuss/investigate the matter		
No		
The General Manager may authorise a separate investigation	Yes	
Is the matter resolved?	Ensure all relevant Parties are informed of the outcome; document and follow up as needed	
The General Manager (or delegate) responds in writing to the employee, including any reasons for not implementing any proposed remedy	Yes	Stop

Note 1: Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Director or delegate.

Note 2: The employee may be represented by the Association at any stage. The grievance or dispute may be referred to the NSW Industrial Relations Commission by the Association or the Museum if the matter is unresolved following the use of these procedures. The employee, Association and Museum shall be bound by any order or determination by the NSW Industrial Relations Commission in relation to the dispute.

Note 3: Whilst the procedures outlined in this clause are being followed, normal work undertaken prior to notification of the grievance or dispute shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

Note 4: This is a general summary only.

Who is responsible for implementing this policy?

All grievances brought to the attention of a Supervisor or Manager must be investigated. Resolution is sought which is most satisfactory to all parties concerned and is consistent with any legislative or Award requirements.

For some grievances it may be essential that additional corrective action is undertaken. This could include change in policy or systems to ensure that the grievance does not recur. The management of

follow-up, implementation and corrective actions is essential. This is the responsibility of the relevant Supervisor or Manager.

Within the confines of law, decisions regarding workplace conditions, relationships and flow and type of work lie with management. Management also has a responsibility for effectively managing grievances.

#### Principles of grievance resolution

(i) What is a Grievance?

A grievance is a work related problem, concern or complaint which could be about issues such as:

distribution of work

work relationships

working conditions

access to opportunities for training, equipment, promotion or higher duties.

In this policy, the following terms are used:

grievant - the person who has the grievance

respondent - any person against whom a grievance is brought is referred to as the respondent, for example if the grievance is about harassment, the alleged harasser is the respondent

supervisor - this includes the immediate manager or team leader.

(ii) Why raise and resolve a grievance?

Effective grievance management resolves conflict quickly and effectively, decreasing distractions and improving morale. Grievances may also help identify if legislative and Award requirements are not being complied with, for example grievances related to occupational health and safety.

(iii) Grievance resolution

#### Reporting a grievance

If you have a grievance you may choose to handle the matter in a number of ways. The Museum encourages its employees to resolve grievances at the local workplace level.

The first step is to discuss the grievance with your supervisor, work colleague/s or other relevant employees associated with grievance. For example, if the grievance is related to work allocation, it is appropriate to discuss the matter with your supervisor. If the grievance is about your work relationship with a colleague, it is appropriate to discuss the matter with the colleague direct.

Discussing the matter with the parties directly involved may be very effective, particularly if they are unaware of the impact of their behaviour or your concerns.

You have the right to make a formal written complaint at any time. This Policy provides that an employee should first document the grievance and the remedy sought, for their supervisor. A meeting must be held within two days to aim to resolve the matter.

The following stages are implemented in the process of resolving a grievance. The depth and thoroughness of each stage will depend on the gravity of the situation. Confidentiality is to be maintained at all times. For most grievances it will be the supervisor who is most directly involved in this process. If the supervisor is the respondent in the grievance, the grievant should seek the assistance of the supervisor's manager.

Supervisors receiving a grievance should:

always take the grievance seriously

ask the grievant what remedy they are seeking

discuss the grievance and help the grievant to decide if the situation can be resolved at the local workplace level

reassure the grievant that their grievance will remain confidential and will not be disclosed outside the investigation process

assist the grievant in understanding options and steps in the grievance process

listening to the grievant's concern or distress.

In conjunction with these responsibilities, the key stages in the grievance process include the Supervisor:

clarifying the facts and separating these from opinion and emotion

assessing the seriousness of the matter and involving expert advice where appropriate

considering if particular formal policies are relevant to the matters raised

exploring possible options and considering their likely consequences

considering if it is necessary to investigate the facts further by interviewing witnesses gathering evidence etc

agreeing on appropriate actions and who will take them

setting completion and review dates

initiating or recommending actions to prevent the grievance recurring

ensuring that the grievant is informed of the outcome of the investigation and decision making process.

#### Investigating a grievance

Grievances may be investigated within the Museum by a single officer or a panel. The Director or the General Manager will determine the membership of a panel. For example, a panel may consist of the Team Leader responsible for the grievant and an independent employee.

Investigations should be fully completed, including the sign-off of any reports, as quickly as possible and ideally within five working days. The level of investigation will relate in part to the seriousness of the grievance.

In carrying out an investigation, the panel must:

be fair and impartial

discuss the grievance with the grievant and obtain as much information as possible including a description of the events, times/dates and the names of any witnesses

advise the respondent (if there is one) that a grievance has been made, describe the nature of it and also obtain a full description of the events and the names of any witnesses

explain the investigative process to the grievant and respondent (if there is one)

establish the facts by interviewing any witnesses or other relevant parties, (taking written statements as required), referring to file documentation and/or using other appropriate methods

remind all parties not to discuss the matter and assure them that confidentiality will be maintained

keep factual notes on all discussions, meetings and interviews

assess whether or not the grievance is substantiated.

Depending on the nature of the grievance, an investigating officer or panel should consider whether one or more parties should be given alternative work arrangements for the duration of the investigation. In most instances this will not be necessary.

In some cases an independent and external investigation process may be established by the Museum and/or agencies such as the Anti-Discrimination Board

The outcome of the investigation process is usually a report which summarises the key events and issues and recommends a course of action to resolve the complaint.

#### Resolving informal grievances

It is often possible to resolve informal grievances at the local workplace level.

If the grievance is minor and all parties are satisfied with the outcome, formal documentation on the grievant's and respondent's personal file may not be required.

#### Resolving formal grievances

The investigating officer or panel asks the grievant to describe any actions that the respondent and/or the organisation should carry out before the grievant is satisfied. The panel takes these suggestions into account when it recommends a course of action for approval and adoption. The relevant Manager, General Manager or Director makes the final decision on the recommendation.

In those cases which involve breaches of policy, any disciplinary action which is recommended should be appropriate to the nature of the offence - consider whether it is a first or a repeated offence, the severity of the behaviour and so on.

If the grievance was substantiated, appropriate actions may include one or a combination of:

a verbal or written apology from the respondent

mediation between the parties

skills development for one or both parties

moving the respondent to other work assignments so that the respondent no longer works with the grievant

a formal warning

temporary or permanent demotion

termination of employment, in serious instances.

It is essential that the relevant Manager co-ordinates any follow-up action and to ensure that decisions are fully implemented. Advice to unions may be necessary.

The formal grievance and its outcome should be documented with copies placed on the appropriate employees' files.

Employees who have a grievance may also obtain confidential, personal counselling through the Museum's Employee Assistance Program (EAP).

(iv) Documentation

Documentation is to be maintained, including copies of the grievance (if it is in writing) and response. It should also summarise the actions taken to resolve the matter and include details such as:

dates

times

location

the names of the relevant parties.

The level of documentation will reflect the gravity of the grievance. Confidentiality needs to be maintained with all the documentation. It is usually filed on the personnel files of the grievant and respondent.

(v) Natural Justice

It is sometimes alleged that the respondent behaved in an unacceptable or inappropriate manner, causing the grievance. It is also important to protect this person's rights, for example the respondent needs to be informed of the alleged grievance and be given a right of reply.

The principles of natural justice and procedural fairness must be adhered to throughout, requiring that:

an impartial and proper investigation of facts and circumstances is conducted, taking into account any mitigating circumstances

the respondent is given the opportunity and sufficient notice to present their response to allegations and/or decisions made

all employees are made aware of their right to use the Museum's grievance resolution procedures and/or to seek a union representative at any stage

any penalties imposed are lawful.

(vi) The Support/Information role for some grievances

In some grievances, the grievant or respondent may wish to obtain support or information from a third party on a confidential basis. This may be the case, for example, in harassment cases if an employee is harassed by their supervisor and is not sure who they should talk to or the options available to deal with the issue.

Providers of this support or information may include:

Human resource specialists

Other managers and employees

External providers, such as EAP provider - Davidson Trehaire

External agencies if relevant (eg. Anti-Discrimination Board).

People providing support or information in this way must ensure that they are impartial and do not prejudice any matter.

(vii) The Mediator role for some grievances

In some cases the resolution of a grievance may require a mediator who, as an independent third party, can assist the grievant and respondent to resolve the grievance.

The mediator is someone both the grievant and respondent agree to. The mediator has an important role in actively resolving the issue in a fair and equitable manner and cannot dismiss it without clarifying and evaluating it.

The mediator does not have to take responsibility for someone else's issues, rather their role is to support and assist the parties involved. The role of mediator is impartial and judgments of issues and people are to be avoided.

Mediators may include:

- human resource specialists
- other managers or employees
- external individuals with experience in this role
- their Union

At any stage in the process the grievant, respondent and supervisor may choose to obtain advice from an external mediator such as an employee assistance program provider.

(viii) The Advocate role for some grievances

In some grievances, the grievant or respondent may seek another person to act as an advocate and support them. Advocates may participate directly in discussions to try to deal with the grievances.

Employees' advocates usually include:

- union delegates or officials
- co-workers.

In practice, most grievances do not require the participation of advocates, particularly if it is effectively managed to the satisfaction of all parties in the local workplace.

Advocates are most typically involved if a grievance is of such a serious matter that it may result in formal disciplinary action or an industrial dispute.

## **APPENDIX B**

### **State Personal Carer's Leave Cases 1996 and 1998, Family Provisions Case 2005**

1. Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at subclause 15.5, Sick Leave of this award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

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

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

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

- (d) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

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

Where the parties are unable to reach agreement the Grievance/Disputes Procedure at Appendix A of this award should be followed.

2. Unpaid Leave for Family Purpose

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

3. Annual Leave

(a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.

(b) Access to annual leave, as prescribed in 3(a) above shall be exclusive of any shutdown period provided for elsewhere under this award.

(c) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

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

4. Time Off in Lieu of Payment for Overtime

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

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

(c) If, having elected to take time as leave in accordance with 4(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.

(d) Where no election is made in accordance with the said 4(a), the employee shall be paid overtime rates in accordance with the award.

5. Make-up Time

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

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

6 Rostered Days Off [not applicable to Museum]

7 Personal Carers Entitlement for casual employees -

(a) Subject to the evidentiary and notice requirements in 1(b) and 1(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in 1(c)(ii) who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

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



- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

8. Bereavement Leave

- (a) An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in 8(c) below.
- (b) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (c) Bereavement leave shall be available to the employee in respect to the death of a person prescribed in 1(c)(ii), provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (e) Bereavement leave may be taken in conjunction with other leave available under 2, 3, 4, 5 and 6 above. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

9. Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in 1(b) and 1(d), casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in 1(c)(ii) above.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

10. Parental Leave - Family Provisions Case 2005

- (a) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW)
- (b) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) 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 an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

(c) 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 10(c)(i)(B) and 10(c)(i)(C) must be recorded in writing.

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

Where an employee wishes to make a request under 10(c)(i)(B), 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.

- (d) 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 10(d)(i) above.

D.W. RITCHIE, Commissioner

(507)

**SERIAL C7161****NURSERIES EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 1223 of 2009)

Before Commissioner Macdonald

21 August 2009

**VARIATION**

1. Delete subclause (g) of clause 5, Wages, of the award published 12 April 2001 (323 I.G. 1041), and insert in lieu thereof the following:
  - (g) The rates of pay in this award include the adjustments payable under the State Wage Case June 2009. These adjustments may be offset against:
    - (a) any equivalent overaward payments, and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete (1), Adult Employees, of Table 1 - Wage Rates and Table 2 - Other Rates and Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:
  - (1) Adult Employees -

Classification	SWC 2008 Amount \$	SWC 2009 Adjustment 2.8%	SWC 2009 Amount \$
Senior Nursery Tradesperson	686.30	19.20	705.50
Nursery Tradesperson	642.90	18.00	660.90
Mobile Nursery Person	610.50	17.10	627.60
Trainee Nurse Person	588.80	16.50	605.30
Micro-Propagation Processor	588.80	16.50	605.30
Nurse Hand	567.10	15.90	583.00

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Description	SWC 2008 Amount \$	SWC 2009 Amount \$
1	16(b)	First Aid	1.90	1.95
2	18(a)	Meal Allowance	10.05	10.55

"Note": These allowances are contemporary for expense related allowances as at 30 June 2009 and for work related allowances are inclusive of adjustment in accordance with the July 2009 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after the 23 August 2009.

A. MACDONALD, Commissioner

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**OYSTER FARMS, &c. (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 1228 of 2009)

Before Commissioner Macdonald

28 August 2009

**VARIATION**

1. Delete subclause (vi) of clause 2, Wages, of the award published 11 May 2001 (324 I.G. 757) and insert in lieu thereof the following:
  - (vi) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (a) any equivalent over-award payments; and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Wages**

Classification	SWC 2008 Amount \$	SWC 2009 Adjustment 2.8%	SWC 2009 Amount \$
General Hand	597.10	16.70	613.80

Leading Hands - In Charge of 3 or more employees - \$22.45

**Table 2 - Other Rates and Allowances**

Item No	Clause No	Description	SWC 2008 Amount \$	SWC 2009 Amount \$
1	14	First-Aid per day	2.20	2.25
2	17(ii)	Travelling - meal each occasion	8.55	8.95
3	17(ii)	Travelling - Accommodation per night	35.75	35.75

"Note": These allowances are contemporary for expense related allowances as at 30 June 2009 and for work related allowances are inclusive of adjustment in accordance with the July 2009 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 8 September 2009.

A. MACDONALD, Commissioner

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(341)

**SERIAL C7166****PEST CONTROL INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 1156 of 2009)

Before Commissioner Bishop

27 August 2009

**VARIATION**

1. Delete subclause (e) of clause 3, Wages, of the award published 24 November 2000 (320 I.G. 592), and insert in lieu thereof the following:
  - (e) The rates of pay in this award include the adjustments payable under the State Wage Case of 2009. These adjustments may be offset against:
    - (i) any equivalent overaward payments; and/or
    - (ii) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1- Wages**

Group No	Classification	SWC 2008 Amount \$	SWC 2009 Adjustment \$	SWC 2009 Amount \$
	Trainee	545.40	22.80	568.20*
1	Grade 1	571.80	16.00	587.80
2	Fumigator/ Technician	585.40	16.40	601.80
3	Senior Fumigator Senior Technician	601.60	16.80	618.40
4	Inspector	649.30	18.20	667.50

\* Award Review Classification Rate

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	SWC 2008 Amount \$	SWC 2009 Amount \$
1	3(d)	Leading Hand: 2-5 Employees	0.59 /hr	0.61 / hr
2	3(d)	Leading Hand: 5-10 Employees	0.79/ hr	0.81 / hr
3	3(d)	Leading Hand: More than 10 employees	1.04/hr	1.07 /hr
4	6(c)	Meal Allowance	12.50	13.15
5	6(d)	Meal Allowance - Overtime Or work past 12 noon	12.50	13.15

6	14(b)	Living Away from home allowance	443.45 / week	443.45 / week
7	17(b)	First-Aid Allowance	2.75 per day or shift	2.85 per day or shift

"Note": These allowances are contemporary for expense related allowances as at 30 June 2009 and for work related allowances are inclusive of adjustment in accordance with the June 2009 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 31 August 2009.

E. A. R. BISHOP, Commissioner

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(113)

**SERIAL C7140****PHARMACY ASSISTANTS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 1062 and 1064 of 2008)

Before Commissioner Bishop

28 July 2008

**VARIATION**

1. Delete subclause (a) of clause 16, Arbitrated Safety Net Adjustment, of the award published 13 October 2000 (319 I.G. 285) and insert in lieu thereof the following:
  - (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete subclause 19.7 of clause 19, Work Standards and Classification Arrangements for Pharmacy Assistants, and insert in lieu thereof the following:
  - 19.7 Transitional rates of pay for non-reclassified employees

The following transitional rates of pay shall apply from the first full pay period on or after 9 July 2004 to employees who have not been reclassified in accordance with the above arrangement.

Classification	Total Rate per week \$
Pharmacy Assistant Grade 1 first six months, trainee or unqualified	596.70
Pharmacy Assistant Grade 1	606.70
Pharmacy Assistant Grade 2	617.30
Pharmacy Assistant Grade 3	628.10
Pharmacy Assistant Grade 4	640.70

These transitional rates of pay shall cease to have effect on translation.

3. Delete (i) of Table 1 - Wages of Part B, Monetary Rates and insert in lieu thereof the following:
  - (i)

Competency Level	Total Rate per week \$
Pharmacy Assistant Competency level 1 first six months	596.00
Pharmacy Assistant Competency level 1	606.70
Pharmacy Assistant Competency level 2	617.30
Pharmacy Assistant Competency level 3	640.70
Pharmacy Assistant Competency level 4	675.70

4. Delete Item Number 5 from Table 2 - Other Rates and Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
5	34(ii)	Living Away from Home Allowance	10.02 per day

5. This variation shall take effect from the first full pay period commencing on or after 4 August 2008.

E. A. R. BISHOP, Commissioner

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(113)

SERIAL C7217

**PHARMACY ASSISTANTS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 664 and 665 of 2009)

Before Commissioner Ritchie

6 August 2009

**VARIATION**

1. Delete subclause (a) of clause 16, Arbitrated Safety Net Adjustment, of the award published 13 October 2000 (319 I.G. 285) and insert in lieu thereof the following:
  - (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete (i) of Table 1 - Wages of Part B, Monetary Rates and insert in lieu thereof the following:
  - (i)

Competency Level	Total Rate per week \$
Pharmacy Assistant Competency level 1 first six months	612.70
Pharmacy Assistant Competency level 1	623.70
Pharmacy Assistant Competency level 2	634.60
Pharmacy Assistant Competency level 3	658.60
Pharmacy Assistant Competency level 4	694.60

3. Delete Item Number 5 from Table 2 - Other Rates and Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
5	34(ii)	Living Away from Home Allowance	10.30 per day

4. This variation shall take effect from the first full pay period commencing on or after 6 August 2009.

D.W. RITCHIE, Commissioner

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**POULTRY FARM EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 1229 of 2009)

Before Commissioner Macdonald

28 August 2009

**VARIATION**

1. Delete clause 6, Safety Net Commitments, of the award published 12 April 2001 (323 I.G. 1069) and insert in lieu thereof the following:

**6. Safety Net Commitments**

The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:

- (a) any equivalent overaward payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case increases and minimum rates adjustments

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Wage Rates**

Classification	SWC 2008 Amount \$	SWC 2009 Adjustment 2.8%	SWC 2009 Amount \$
General Hand	552.70	15.50	568.20
Stock Hand	577.90	16.20	594.10
Authorised Tester	642.90	18.00	660.90
Rural Tradesperson	642.90	18.00	660.90

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Classification	SWC 2008 Amount \$	SWC 2009 Amount \$
1	4 (vii)(a)	Leading Hands	19.05	19.60
2	4(vii)(b)	Leading Hands	25.80	26.50
3	4 (ix)	Cleaning	1.75	1.80
4	8 (ii)	Overtime Meal Allowance	10.25	10.75
5	19 (ii)	First-aid	2.50	2.55

"Note": These allowances are contemporary for expense related allowances as at 30 June 2009 and for work related allowances are inclusive of adjustment in accordance with the July 2009 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 8 September 2009.

A. MACDONALD, Commissioner

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**POULTRY INDUSTRY LIVESTOCK (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 1230 of 2009)

Before Commissioner Macdonald

28 August 2009

**VARIATION**

1. Delete paragraph (a) of subclause (i) of clause 4, Integrated Wage Structure, of the award published 8 February 2002 (331 I.G. 93), and insert in lieu thereof the following:
  - (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (i) any equivalent over-award payments; and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Table 1 - Wages and Table 2 - Other Rates and Allowances of Part B, Monetary Rates and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Wages**

Classification	SWC 2008 Amount \$	SWC 2009 Adjustment 2.8%	SWC 2009 Amount \$
Farm Transporter - Two Axle	663.80	18.60	682.40
Farm Transporter	628.40	17.60	646.00
Certified Rural Tradesperson	642.90	18.00	660.90
Farm Maintenance Worker	606.10	17.00	623.10
Stock Hand	578.00	16.20	594.20
Hatchery Assistant	567.10	15.90	583.00
Farm Hand	562.70	15.80	578.50
General Hand	545.40	15.30	560.70

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	SWC 2008 Amount \$	SWC 2009 Amount \$
1	4(i)	First-aid allowance p/day	2.25	2.30
2	4(i)	Meal allowance p/day	11.40	11.95
3	4(i)	Leading Hand - Large Group per week	25.50	26.20
4	4(i)	Leading Hand - Small Group per week	18.50	19.00
5	4(ii)(g)	Motor allowance for vehicle up to 2,000 cc per km	0.56	0.56
6	4(ii)(g)	Motor allowance for vehicle over 2,000 cc p/ km	0.67	0.67
7	4(ii)(h)	Required to provide a car (full-time employee) per week	119.90	119.90

8	4(ii)(h)	Required to provide a car (part-time employee) p/day	24.10	24.10
9	4(ii)(h)	For each km travelled per km	0.38	0.38
10	5	Laundry allowance p/day	2.20	2.25
11	8(iii)	Unplanned overtime meal allowance	11.40	11.95

"Note": These allowances are contemporary for expense related allowances as at 30 June 2009 and for work related allowances are inclusive of adjustment in accordance with the July 2009 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 8 September 2009.

A. MACDONALD, Commissioner

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(1609)

**SERIAL C7170**

## **REAL ESTATE INDUSTRY (CLERICAL AND ADMINISTRATIVE) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 883 of 2009)

Before Commissioner Ritchie

10 August 2009

### **VARIATION**

1. Delete subclause (m) of clause 5, Classification Structure and Wages, of the award published 24 October 2003 (341 I.G. 820) and insert in lieu thereof the following:
  - (m) The rates of pay in this award include the adjustments payable under State Wage Case 2009. These adjustments may be offset against:
    - (i) any equivalent over award payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustment
2. Delete Part B Monetary Rates and insert in lieu the following:

### **PART B**

#### **MONETARY RATES**

**Table 1 - Wages**

The following Minimum rates of wages shall take effect from the first pay period to commence on or after 14 August 2009.

- (i) Adults

Grade	Weekly Rate Pre SWC 2009 \$	SWC 2009 2.8%	Weekly Rate \$
1	586.10	2.8%	602.50
2	607.90	2.8%	624.90
3	642.90	2.8%	660.90
4	686.30	2.8%	705.50
5	749.30	2.8%	770.30



## (ii) Juniors

The minimum rates of wages per week for junior employees shall be as follows:

## (a) Equivalent to grade 3 or above

Age	Weekly Rate Pre SWC 2009 \$	SWC 2009 2.8%	Weekly Rate \$
At 17 years of age	309.40	2.8%	318.05
At 18 years of age	382.30	2.8%	393.00
At 19 years of age	436.95	2.8%	449.20
At 20 years of age	515.90	2.8%	530.35

## (b) All other junior employees

Age	Weekly Rate Pre SWC 2009 \$	SWC2009 2.8%	Weekly Rate \$
Under 17 years of age	232.25	2.8%	238.75
At 17 years of age	290.75	2.8%	298.90
At 18 years of age	356.35	2.8%	366.35
At 19 years of age	404.05	2.8%	415.35
At 20 years of age	475.50	2.8%	488.80

**Table 2 - Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	13(a) and (b)	Meal allowance Overtime	12.90
2	17(c)	Own Car Allowance: For vehicle 1,500cc For a vehicle over 1,500cc	95.20 118.25
3	17(c)	Own Car Allowance For use on a casual or incidental basis	0.65/per km
4	19	First-aid Allowance	10.30

3. This variation shall take effect from the first pay period to commence on or after 14 August 2009.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

**RESTAURANT, &c., EMPLOYEES' RETAIL SHOPS (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 664 and 665 of 2009)

Before Commissioner Ritchie

6 August 2009

**VARIATION**

1. Delete clause 35, Wages, of the award published 31 August 2001 (327 I.G. 368), and insert in lieu thereof the following:

**35. Wages**

The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:

- (i) any equivalent overaward payments, and/or
- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.'

2. Delete Table 1 - Wages Rates, of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 1 - Wage Rates**

Classification	Former Rate Per Week \$	SWC 2009 \$	Total Wage Per Week \$
Weekly Employees - Cafeteria (where food or refreshments for consumption on premises are self-served by customers) -			
Head Cook	595.10	16.70	611.80
Other Cooks	588.40	16.50	604.90
Cashier	579.40	16.20	595.60
Cafeteria Attendants	578.00	16.20	594.20
General Hands	578.00	16.20	594.20
Restaurants - Where five or more cooks are usually employed -			
Chef	621.50	17.40	638.90
Second Cook	603.90	16.90	620.80
Grill, Stove or Relief Cook	597.30	16.70	614.00
Sweet Cook	595.10	16.70	611.80
Assistant or Vegetable Cook	589.60	16.50	606.10
Where four cooks are usually employed -			
Chef	608.80	17.00	625.80
Second Cook	600.80	16.80	617.60
Grill, Stove, Relief Cook, or Sweets Cook	595.40	16.70	612.10
Assistant or Vegetable Cook	589.60	16.50	606.10
Where three cooks are usually employed -			
Chef	601.20	16.80	618.00
Second Cook	592.60	16.60	609.20

Assistant Cook	588.40	16.50	604.90
Where two cooks are usually employed			
Chef	595.00	16.70	611.70
Other Cook	588.40	16.50	604.90
Where one cook is usually employed	594.40	16.60	611.00
General Employees -			
Supervisor	592.10	16.60	608.70
Storeman	579.50	16.20	595.70
Bar Attendant	579.40	16.20	595.60
Cashier	579.40	16.20	595.60
Butcher or Larder Cook	597.30	16.70	614.00
Waiter/Waitress	578.00	16.20	594.20
Line maid or Seamstress	578.00	16.20	594.20
General Hand	578.00	16.20	594.20
Apprentices - Four year apprentice cooks -			
1st Year	205.90	2.8%	211.70
2nd Year	241.00	2.8%	247.70
3rd Year	300.50	2.8%	308.90
4th Year	358.80	2.8%	368.80
Apprentices - Three and one-half year apprentice cooks -			
1st Year	205.90	2.8%	211.70
2nd Year	277.30	2.8%	285.10
3rd Year	335.90	2.8%	345.30
4th Year	362.90	2.8%	373.10

3. Delete Items 4, 5, 6, 7 and 8 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
4	4(v)(c)(1)(A)	Proficiency - first occasion	2.26 per week
5	4(v)(c)(1)(B)	Proficiency - second occasion	3.64 per week
6	4(v)(c)(1)(C)	Proficiency - third occasion	4.65 per week
7	24(iii)	Qualified first aid attendant	1.58 per day
8	25(i)	Tool allowance - apprentices	0.72 per week

4. This variation shall commence from the first full pay period on or after 6 August 2009.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

**RETAIL INDUSTRY (STATE) TRAINING WAGE AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 664 and 665 of 2009)

Before Commissioner Ritchie

6 August 2009

**VARIATION**

1. Delete subclause (d) of Clause 7, Wages, of the award published 4 May 2001 (324 I.G. 529) and insert in lieu thereof the following:
  - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Monetary Rates - Skill Level A**

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.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	253.00	279.00	335.00
Plus 1 year out of school	279.00	335.00	390.00
Plus 2 years	335.00	390.00	453.00
Plus 3 years	390.00	453.00	518.00
Plus 4 years	453.00	518.00	
Plus 5 years or more	518.00		

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

NOTATION: Retail trainees undertaking Certificate III Retail Operations shall receive the Skill Level A rate of pay.

**Table 2 - Monetary Rates -Skill Level B**

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.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	253.00	279.00	324.00
Plus 1 year out of school	279.00	324.00	373.00
Plus 2 years	324.00	373.00	438.00
Plus 3 years	373.00	438.00	500.00
Plus 4 years	438.00	500.00	
Plus 5 years or more	500.00		

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 3 - Monetary Rates -Skill Level C**

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.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	253.00	279.00	321.00
Plus 1 year out of school	279.00	321.00	362.00
Plus 2 years	321.00	362.00	403.00
Plus 3 years	362.00	403.00	451.00
Plus 4 years	403.00	451.00	
Plus 5 years or more	451.00		

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 of schooling	
	Year 11 \$	Year 12 \$
School based traineeships Skill Levels A, B and C	253.00	279.00

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 5 - Hourly Rates for Trainees Who Have Left School**

Wage Level A	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	8.34	9.18	11.01
Plus 1 year after leaving school	9.18	11.01	12.80
Plus 2 years	11.01	12.80	14.92
Plus 3 years	12.80	14.92	17.05
Plus 4 years	14.92	17.05	
Plus 5 years or more	17.05		

Wage Level B			
School leaver	8.34	9.18	10.66
Plus 1 year after leaving school	9.18	10.66	12.27
Plus 2 years	10.66	12.27	14.42
Plus 3 years	12.27	14.42	16.42
Plus 4 years	14.42	16.42	
Plus 5 years or more	16.42		
Wage Level C			
School leaver	8.34	9.18	10.55
Plus 1 year after leaving school	9.18	10.55	11.88
Plus 2 years	10.55	11.88	13.26
Plus 3 years	11.88	13.26	14.84
Plus 4 years	13.26	14.84	
Plus 5 years or more	14.84		

NOTATION: Retail trainees undertaking Certificate III Retail Operations shall receive the Skill Level A rate of pay.

**Table 6 - Hourly Rates for School-Based Traineeships**

	Year of schooling	
	Year 11 \$	Year 12 \$
Wage levels A, B and C	8.34	9.18

3. This variation shall take effect from the first full pay period commencing on or after 6 August 2009.

D.W. RITCHIE, Commissioner

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(241)

SERIAL C7135

**RETAIL SERVICES EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 664 and 665 of 2009)

Before Commissioner Ritchie

6 August 2009

**VARIATION**

1. Delete clause 22, Wages, of Part B, Monetary Rates, of the award published 5 October 2001 (328 I.G. 261), and insert in lieu thereof the following:

**22. Wages**

The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:

- (i) any equivalent overaward payments, and/or
  - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Total Rates, of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 1 - Total Rates**

Classification	Former Rate Per Week \$	SWC 2009 \$	Total Rate Per Week \$
Propagator/Gardner	577.00	16.20	593.20
Retail Building Assistant	606.10	17.00	623.10
Retail Security Assistant			
Gatekeeper	606.10	17.00	623.10
Security Guard	606.10	17.00	623.10
Security Guard - Tell Tale	606.10	17.00	623.10
Security Guard - Additional duties	606.10	17.00	623.10
Retail Services Assistant			
Tea Attendant	586.10	16.40	602.50
Cleaner	586.10	16.40	602.50
Parking Attendant	586.10	16.40	602.50
Lift Attendant	586.10	16.40	602.50
Garden Hand	557.00	15.60	572.60

3. Delete Table 2 - Other Rates and Allowances, of the said Part B, and insert in lieu thereof the following:

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	4(B)(iii)(a)	Broken Shift Allowance	12.88 per shift
2	4(B)(iii)(b)	Excess Fares Allowance	8.30 per week
3	7(i)	Leading Hands	Per week Per day
4		1 to 5 employees 6 to 10 employees	26.80 5.36 30.40 6.08
5	7(ii)	First Aid	14.60 per week
6			2.92 per day
7	7(iii)	Qualification Allowance	18.00 per week
8			3.60 per day
9	7(iv)	Gun Allowance	2.10 per shift
10		Maximum payment of	10.50 per week
11	7(v)	Use of multi-purpose machines and other mobile sweeping machines, mechanical equipment, operate fork lifts	2.32 per shift
12	7(vi)	Refuse disposal (Retail Services Assistant)	0.92 per hour
13		Maximum payment of	18.30 per week
14	7(vii)	Toilet cleaning, work on outside steps, marble, brass etc., which necessitates kneeling	9.10 per week
15			1.82 per day
16	7(xi)	Horticultural Certificate Course	18.00 per week
17	8	Retail Building Assistant provided with accommodation	Deduction of not more than 14.40 per week

4. Delete Items 1, 2, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 20, 21, 22 and 23 of Table 2 - Other Rates and Allowances appearing in the Appendix and insert in lieu thereof the following:

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	5(a)	Night interval employees	2.30 per shift
2	5(a)	Night interval employees (working one night per week)	3.66 per shift
5	14(a)(ii)	General Shops - Loading for casual employees working on a Saturday:  Engagements up to and including four hours - Adult employees Employees under 21 years of age	6.70 per shift 4.50 per shift
	14(a)(iii)	Engagements exceeding four hours - Adult Employees Employees under 21 years of age	13.80 per shift 7.60 per shift
		Special and Confection Shops - Loading for casual employees working on a Saturday: Adult Employees Employees under 21 years of age	6.70 per shift 4.50 per shift
6	14(c)(ii)	Confection Shop - Employees working after 10.00 p.m. on any night	1.90 each night
8	38(1)(i)2(b)	Window Dressers under the age of 21	9.35 per week



9	35(i)(a)	Section Head	13.60 per week
10	35(i)(b)	Qualified adult automotive parts and accessories salesperson	30.90 per week
11	35(i)(c)	Employee with a licence under the <i>Liquor Act</i> 1982	21.20 per week
12	35(ii)(a)	Employee delivering goods	4.70 per week
13	35(ii)(b)	Employee engaged in photographic or other modelling	44.90 per week 8.98 per day
14	35(ii)(c)	First-aid attendant	1.76 per day
15	35(ii)(d)	Employee engaged to speak a second language	8.90 per week
16	35(ii)(e)	Ticket writer - At or over 21 years of age Under 21 years of age	18.20 per week 9.10 per week
20	35(v)(a)(1)	Disability allowance for employees working in freezer room	8.65 per week
21	35(v)(b)(1)	Disability allowance for employees working in public dairy room	13.00 per week
22	35(v)(c)(1)	Disability allowance for employees backfilling in a freezer room	17.30 per week
23	36(i)(a)	Casual hourly rate of pay for persons employed at trade fairs, etc., between 9.00 a.m. and 6.00 p.m., with a minimum payment of six hours - At 19 years of age and over Under 19 years of age	15.76 per hour 15.46 per hour
	36(ii)(b)	Saturday Loading - Adult Employees Under 21 years	6.70 4.50

5. This variation shall take effect from the first full pay period commencing on or after 6 August 2009.

D.W. RITCHIE, Commissioner

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(601)

SERIAL C7134

**SHOP EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 664 and 665 of 2009)

Before Commissioner Ritchie

6 August 2009

**VARIATION**

1. Delete subclause (b) of clause 38, Wages, of the award published 18 May 2001 (324 I.G. 935) and insert in lieu thereof the following:
  - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.'
2. Delete (i) of Table 1 - Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 1 - Wages**

(i)

Group No	Description	Former Rate Per Week \$	SWC 2009 \$	Total Rate Per Week \$
1	Shop assistants, demonstrators, trolley collector, salespersons outdoor, employees driving a forklift or using mechanical equipment as required, the role of Santa Claus, ticket writers, mannequins, order hands, reserve stock hands (including reserve stock hands in theatre distributing services), employees delivering goods (other than newspapers and the like) by bicycle or tricycle, employees engaged in the cooking or the preparation of provisions for sale in the shop of the employer, cashiers in special shops, persons employed on information desks and/or on customer services or as full-time messengers, employees engaged in the installation (other than installation requiring trade skill), servicing, stocking, collection of money from, and preparation of, commodities for sale in automatic vending devices, employees engaged in the pre-packing, weighing, pricing of fruit and/or vegetables on the shop premises, employees principally engaged in hiring out activities in a shop, and waitresses in confection shops employed waiting on tables for two hours or more per day	606.10	17.00	623.10
2	(a) Window Dresser Employees principally engaged in dressing windows. (b) Window dressers under 21 years of age shall be paid as per Item 8 of table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to the rates prescribed by subclause (c) of Clause 38 Wages.	612.40	17.10	629.50

3	Branch Supervisor Shop assistants engaged in supervising branch grocery shops	617.30	17.30	634.60
4	Shop Assistants in charge of a shop or a department in a shop not being a shop assistant temporarily in charge during the absence of persons ordinarily in charge of the shop or department, but including employees employed as relieving shop assistants in charge of a shop:			
	(i) Without the duty of buying - In charge of from nil to 4 assistants	617.40	17.30	634.70
	In charge of from 5 to 12 assistants	626.20	17.50	643.70
	In charge of from 13 to 25 assistants	637.20	17.80	655.00
	In charge of over 25 assistants	645.30	18.10	663.40
	(ii) With the duty of buying - In charge of from nil to 4 assistants	619.00	17.30	636.30
	In charge of from 5 to 12 assistants	628.70	17.60	646.30
	In charge of from 13 to 25 assistants	641.60	18.00	659.60
	In charge of over 25 assistants	648.90	18.20	667.10
5	Employees in charge of a motor and/or horse drawn vehicle selling stock carried on the vehicle products of a kind which usually are sold by confection/ take-away food shops Employees under the age of 21 years but not less than the age of 18 years shall be paid the percentages of the rate for an adult contained in (ii) of Table 1 - Clause 38 Wages.	624.20	17.50	641.70
6	Retail Merchandiser as defined by subclause (xi) of clause 2. Definitions	606.10	17.00	623.10

3. Delete Items 1, 2, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 20, 21, 22 and 23 of Table 2 - Other Rates & Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 2 - Other Rates & Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	5(a)	Night interval employees	2.30 per shift
2	5(a)	Night interval employees (working one night per week)	3.66 per shift
5	14(a)(ii)	General Shops - Loading for casual employees working on a Saturday:  Engagements up to and including four hours - Adult employees Employees under 21 years of age	6.70 per shift 4.50 per shift
		Engagements exceeding four hours - Adult Employees Employees under 21 years of age	13.80 per shift 7.60 per shift
	14(a)(iii)	Special and Confection Shops - Loading for casual employees working on a Saturday: Adult Employees Employees under 21 years of age	6.70 per shift 4.50 per shift
6	14(c)(ii)	Confection Shop - Employees working after 10.00 p.m. on any night	1.90 each night
8	38(1)(i)2(b)	Window Dressers under the age of 21	9.35 per week
9	35(i)(a)	Section Head	13.60 per week
10	35(i)(b)	Qualified adult automotive parts and accessories salesperson	30.90 per week
11	35(i)(c)	Employee with a licence under the <i>Liquor Act</i> 1982	21.20 per week
12	35(ii)(a)	Employee delivering goods	4.70 per week

13	35(ii)(b)	Employee engaged in photographic or other modelling	44.90 per week 8.98 per day
14	35(ii)(c)	First-aid attendant	1.76 per day
15	35(ii)(d)	Employee engaged to speak a second language	8.90 per week
16	35(ii)(e)	Ticket writer - At or over 21 years of age Under 21 years of age	18.20 per week 9.10 per week
20	35(v)(a)(1)	Disability allowance for employees working in freezer room	8.65 per week
21	35(v)(b)(1)	Disability allowance for employees working in public dairy room	13.00 per week
22	35(v)(c)(1)	Disability allowance for employees backfilling in a freezer room	17.30 per week
23	36(i)(a)	Casual hourly rate of pay for persons employed at trade fairs, etc., between 9.00 a.m. and 6.00 p.m., with a minimum payment of six hours - At 19 years of age and over Under 19 years of age	15.76 per hour 15.46 per hour
	36(ii)(b)	Saturday Loading - Adult Employees Under 21 years	6.70 4.50

4. This variation shall take effect from the first full pay period commencing on or after 6 August 2009.

D.W. RITCHIE, Commissioner

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(1895)

SERIAL C7152

**STATE TRANSIT AUTHORITY DIVISION OF THE NEW SOUTH  
WALES GOVERNMENT SERVICE SENIOR AND SALARIED  
OFFICERS' ENTERPRISE (STATE) AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by State Transit Authority of NSW.

(No. IRC 1155 of 2009)

Before Mr Deputy President Grayson

20 August 2009

**AWARD**

**PART 1**

**CORE CONDITIONS FOR SENIOR AND SALARIED OFFICERS**

**SECTION 1A**

**APPLICATION AND OPERATION OF AWARD**

**1. Title**

- 1.1 This Award may be cited as the "State Transit Authority Division of the New South Wales Government Service Senior and Salaried Officers' Enterprise State Award 2009" ("the Award").

**2. Arrangement**

- 2.1 This Award is arranged as follows:

Clause No.	Subject Matter
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**PART 1**

**CORE CONDITIONS FOR SENIOR AND SALARIED OFFICERS**

**SECTION 1A - APPLICATION AND OPERATION OF AWARD**

- |    |  |
|----|--|
| 1. | Title                                  |
| 2. | Arrangement                            |
| 3. | Facilitative Provisions                |
| 4. | Definitions                            |
| 5. | Parties Bound                          |
| 6. | Relationship to Industrial Instruments |
| 7. | No Extra Claims                        |
| 8. | Area, Incidence and Duration           |
| 9. | Anti-Discrimination                    |

**SECTION 1B - WAGES, ALLOWANCES AND RELATED MATTERS**

- |     |                                     |
|-----|-------------------------------------|
| 10. | Wage Increases                      |
| 11. | Industry Allowance                  |
| 12. | Payment of Wages                    |
| 13. | Salary Sacrifice for Superannuation |
| 14. | Expenses                            |

15. Meal Allowance
16. Travelling Allowance
17. Relocation Allowance
18. Uniform Allowance'

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- 102. Salary Movement Linked To Promotion & Acting In Higher Grade

Schedule A - Senior Officers' Pay rates  
 Schedule B - Salaried Officers' Pay rates  
 Schedule C - Allowances  
 Schedule D - Maintenance Structure  
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#### **3. Facilitative Provisions**

- 3.1 This Award contains facilitative provisions which allow agreement(s) to be reached between the employer and employees on how specific Award provisions are to apply at the workplace level.
- 3.2 Facilitative provisions are not to be used as a device to avoid award obligations nor should the provisions result in unfairness to an employee or employees covered by this Award. The facilitative provisions are identified below:

Clause No.	Subject Matter
96.	Span of Hours (Senior Officers)
97.	Time Off in Lieu of Overtime (Senior Officers)
56.	Hour of Duty (Salaried Officers)
59.	Overtime (Salaried Officers)
60.	Time Off Between Shifts (Salaried Officers)
42.	Make Up Time

#### **4. Definitions**

In this Award:

- 4.1 ADO means Additional Day Off earned by an officer as the result of an arrangement whereby the officer, in the case of an officer who works 38 hours per week, works an additional 24 minutes per day over 19 days and, in the case of an officer who works 35 hours per week, an additional 22 minutes per day over 19 days.
- 4.2 IRC means the New South Wales Industrial Relations Commission.
- 4.3 Authorised Position means a permanent full-time or part-time position approved by the employer as such.
- 4.4 Casual Employment has the meaning given that term by virtue of subclause 22.10 of this Award.



- 4.5 Continuous Service means continuous employment with the employer under a contract of service excluding any period of:
- (a) unauthorised leave without pay;
  - (b) unpaid sick leave which exceeds three months;
  - (c) suspension without pay imposed pursuant to the provisions of the Transport Administration (Staff) Regulation 2005 (NSW); and
  - (d) authorised leave without pay, of any type, which exceeds three months.
- 4.6 Disciplinary Proceedings means the institution of formal discipline procedures against an employee by way of the laying of a written charge or allegation.
- 4.7 Employee means, where that term appears in
- (a) PART 1 of this Award: all Salaried or Senior Officers employed as Officers of the employer
  - (b) PART 2 of this Award: to all Salaried Officers only;  
PART 2A of this Award, to all Salaried Officers who are Administrative Officers only;  
PART 2B of this Award: all Salaried Officers employed within the Maintenance areas of the Division only;  
PART 2C of this Award, to all Salaried Officers within the Operational Support areas of the Division only; and
  - (c) PART 3 of this Award: to all Senior Officers only.
- 4.8 Employer means the Division Head of the State Transit Authority Division of the New South Wales Government Service.
- 4.9 Division means the State Transit Authority Division of the New South Wales Government Service.
- 4.10 Long Service Leave means Extended Leave granted to eligible officers of the employer in accordance with the provisions of Schedule 5 of the Transport Administration Act 1988 (NSW) or succeeding Act.
- 4.11 NSW Act means the Industrial Relations Act 1996 (NSW) or succeeding Act.
- 4.12 Officer means a Salaried or Senior Officer employed by the employer on a permanent, temporary full time or part time basis, but does not include a person employed under a contract for services, provided that, officer is to be read consistently with the definition of employee provided above.
- 4.13 Parties means the Division Head of the State Transit Authority Division of the New South Wales Government Service, the Australian Services Union, the Rail, Tram and Bus Industry Union (Salaried and Senior Officer Division) and the Association of Professional Engineers, Scientists and Managers of Australia.
- 4.14 Part-Time Employment has the meaning given that term by virtue of subclause 22.3 of this Award.
- 4.15 Personal Leave has the meaning given that term by clause 32 of this Award and includes personal sick leave, carers' leave and compassionate/bereavement leave.
- 4.16 Purchased Leave means a form of additional paid leave whereby an employee elects to purchase up to a maximum of four weeks additional paid leave per year, by having the employer set aside a portion of their weekly wage, for a period of up to 12 months prior to clearing the additional leave, equal to the value of the additional paid leave.

- 4.17 Picnic Day means an annual picnic event for Salaried and Senior Officers employed under this Award.
- 4.18 Public Holiday means:
- (a) New Year's Day;
  - (b) Australia Day;
  - (c) Good Friday;
  - (d) Easter Saturday;
  - (e) Easter Monday;
  - (f) Anzac Day;
  - (g) Sovereign's Birthday;
  - (h) Labour Day;
  - (i) Christmas Day;
  - (j) Boxing Day; and
  - (k) any day which is gazetted or proclaimed as a Public Holiday in the state of New South Wales in substitution for, or in addition to, any of the days listed in (a) to (j) above
- 4.19 Shift Worker means an employee whose roster requires them to regularly work on Saturdays, Sundays and Public Holidays and/or shifts which otherwise attract the payment of a shift penalty.
- 4.20 State Act means the Transport Administration Act 1988 (NSW) or succeeding Act.
- 4.21 Temporary Employment has the meaning given that term by virtue of sub-clause 22.13 of this Award.
- 4.22 Week means:
- (a) for an employee who is a Shift Worker, Sunday to Saturday.
  - (b) for an employee who is not a Shift Worker, Monday to Friday.

## 5. Parties Bound

- 5.1 This Award shall be binding on the following parties and classes of persons:
- the Division Head of the State Transit Authority Division of the New South Wales Government Service ("the Employer");
  - the Australian Rail, Tram and Bus Industry Union, New South Wales;
  - the Australian Services Union;
  - the Association of Professional Engineers, Scientists and Managers Australia, New South Wales, and;
  - all employees of the Division covered by this Award.

## 6. Relationship to Industrial Instruments

6.1 This Award wholly supersedes and replaces the following instruments:

the State Transit Authority Division of the New South Wales Government Service Senior Officers' Rail, Bus and Ferries New South Wales Award 2002;

the State Transit Authority of New South Wales, Salaried Officers' Award 2001;

the State Transit Authority Division of the New South Wales Government Service Senior and Salaried Officers' Enterprise Agreement 2006.

This Award supersedes all previous negotiations, warranties, representations and agreements between the parties and contains the whole of the agreement between them.

6.2 In recognition of the fact that former awards and agreements are incorporated by consolidation into this Award, the parties acknowledge that if any provisions of the former awards and agreements containing a right or liability were not included in this Award, the parties will confer and if necessary make application to vary this Award in accordance with the requirements of the Industrial Relations Act 1996 (NSW).

## 7. No Extra Claims

7.1 During the term of this Award, parties to the Award will not pursue any extra claims.

## 8. Area, Incidence and Duration

8.1 This Award has effect on and from 20 August 2009.

8.2 The Nominal Expiry Date of this Award is 31 December 2011.

8.3 The parties will commence negotiations for the next Award six months prior to the nominal expiry date of this Award.

## 9. Anti-Discrimination

9.1 It is the intention of the parties to this Award to seek to achieve the object in s 3(f) of the *Industrial Relations Act* 1996 (NSW) 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.

9.2 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.

9.3 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.

9.4 Nothing in this clause is to be taken to affect:

any conduct or act which is specifically exempted from anti-discrimination legislation;

offering or providing junior rates of pay to persons under 21 years of age;

any act or practice of a body established to propagate religion which is exempted under s 56(d) of the *Anti-Discrimination Act* 1977;

a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

- 9.5 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.
- 9.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 9.7 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."

## **SECTION 1B - WAGES, ALLOWANCES AND RELATED MATTERS**

### **10. Wage Increases**

- 10.1 A 3.75% percent wage increase will apply to employees covered by this Award from 1 January 2009. A further 3.75% percent increase of will apply from 1 January 2010 and a final increase of 3.75% percent will apply from 1 January 2011.
- 10.2 The wages increases contained in this Award are in substitution of any State Wages decisions. Any arbitrated safety net adjustment may be offset against any equivalent amount in the rates of pay received by employees covered under this Award.

### **11. Industry Allowance**

- 11.1 During the life of this Award the current industry allowance rates will increase as shown in Schedule C of this Award.

### **12. Payment of Wages**

- 12.1 The employer will effect the payment of all employee wages, salaries and allowances by electronic transfer of funds into financial institution accounts (Banks, Credit Unions and Building Societies) as nominated by employees, and will continue to do so for the life of this Award.

### **13. Salary Sacrifice for Superannuation**

- 13.1 Notwithstanding the wages prescribed in this Award, an employee other than a temporary or casual may elect, subject to the agreement of the employer, to sacrifice a portion of the base wage payable under this Award to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate.

In this clause, "superannuable salary" means the employee's wage as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- 13.2 Where an employee has elected to sacrifice a portion of that payable wage to additional employer superannuation contributions:
- 13.2.1. Subject to Australian taxation law, the sacrificed portion of wage will reduce the wage subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
- 13.2.2. Any allowance, penalty rate, payment for unused leave entitlements, weekly workers' compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under the Award, Act or statute which is expressed to be determined by reference to an employee's wage, shall be calculated by reference to the wage which would have applied to the employee under this Award in the absence of any salary sacrifice to superannuation made under this Award.

- 13.3 The employee may elect to have the portion of payable wage, which is sacrificed to additional Employer superannuation contributions:
- 13.3.1. Paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
- 13.3.2. Subject to the employer's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 13.4 Where an employee elects to salary sacrifice in terms of subclause 13.3, the employer will pay the sacrificed amount into the relevant superannuation fund.
- 13.5 Where the employee is a member of a superannuation scheme established under:
- the *Superannuation Act 1916*;
- the *State Authorities Superannuation Act 1987*;
- the *State Authorities Non-contributory Superannuation Act 1987*; or
- the *First State Superannuation Act 1992*.
- the employer must ensure that the amount of any additional employer superannuation contributions specified in sub-clause 13.3 is included in the employee's superannuable salary, which is notified to the New South Wales public sector superannuation trustee corporations.
- 13.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with the employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause 13.5, the employer will continue to base contributions to that fund on the base wage payable under this Award to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the Employer may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

#### **14. Expenses**

- 14.1 For the life of this Award, the employer will continue to apply the allowance rates provided for in the "Meal, Travelling and Related Allowances Circular", as published from time to time by the NSW Premiers' Department, for the following allowances:
- meal expenses on same day journeys (travel not involving an overnight stay);
- travelling allowances when staying in non Government accommodation (involving overnight stay);
- incidental expenses when claiming actual expenses;
- overtime meal allowances; and
- rates for use of private motor vehicles;

#### **15. Meal Allowance**

- 15.1 An employee who is authorised by their manager to undertake a one-day journey on official business where overnight accommodation is not required shall be paid the appropriate rate of allowance set out in the Meal, Travelling and Related Allowances Circular, as published from time to time by the Premiers Department, for:

Breakfast: if travel commences before 7 a.m. or finishes after 8 a.m.;

Lunch: if travel commences before 1.00 p.m. or finishes after 2.00 p.m.;

Dinner: if travel commences before 6.30 p.m. or finishes after 6.30 p.m.;

but an employee shall not be deemed to have incurred expenses for any meal or a bed provided free of charge by the employer.

No payments shall be made except where an employee proceeds to a place outside the boundaries of the Sydney metropolitan or Newcastle transport systems which is at least 24 kilometres from the usual workplace, the distance being computed by the ordinary means of travel.

15.2 The employer shall not be obliged to pay any allowance under this clause unless the employee concerned makes a claim, but if a claim is made, the allowance shall be paid in full regardless of the amount claimed.

15.3 Employees shall be entitled to the following meal allowance:

15.3.1. An employee who works authorised overtime for two hours or more in excess of their ordinary shift shall be eligible for an overtime meal allowance, as prescribed in the Meal, Travelling and Related Allowances Circular, if they finish later than 8.00 a.m. (breakfast), or 1.30 p.m. (lunch), or 6.30 p.m. (dinner) or 1.00 a.m. (supper).

15.3.2. A Salaried Officer who ordinarily commences duty at 8.30 a.m. or later, if directed to commence before 7.00 a.m. on irregular occasions, and do so commence, shall be eligible for a meal allowance for breakfast.

## **16. Travelling Allowance**

16.1 An employee who is required by their manager to work from a temporary work location shall be paid the appropriate rate of allowance for accommodation, meal or incidental expenses (if accommodation/meal has not been provided by the employer) as set out in the Meal, Travelling and Related Allowances Circular", as published from time to time by the NSW Premiers' Department.

16.2 The need to obtain overnight accommodation shall be determined by the employee's manager having regard to the safety of the employee travelling on official business and local conditions applicable in the area.

16.3 As an alternative to the provisions, the employer could make other arrangements to meet the travelling expenses properly and reasonably incurred by an employee who is required to work at a temporary work location.

16.4 This clause does not apply to employees who are on an employee-initiated secondment.

## **17. Relocation Allowance**

17.1 Where an employee is transferred in the interest of the employer or on promotion, the employee shall be eligible for a relocation allowance which allows for free rail travel for their family, free transit for their furniture; reasonable expenses to cover cost of removal, and reasonable cost of living for a period not exceeding six weeks pending the arrival of their furniture, and / or their securing of a residence.

17.2 In the case of an employee who is transferred to suit their own convenience, or by way of disciplinary action, the employee, their partner and family will be eligible for free rail travel and free transit for their furniture, but no other travel allowances will be allowed.

17.3 Applications for Relocation Allowance must be made in advance and be approved at the discretion of the General Manager, Human Resources.

### **18. Uniform Allowance**

- 18.1 Operational Salaried Officers are required to wear the current approved State Transit corporate and support staff uniform at all times whilst on duty.
- 18.2 All Operational Salaried Officers, including new employees, shall receive an initial issue of the approved uniform at State Transit cost, as set out in Schedule C of this Award.
- 18.3 Subsequent to the initial issue, Operational Salaried Officers will receive a uniform allowance, which is paid annually into the employees' account on the anniversary of the initial issue, for the procurement of State Transit uniform from approved supplier(s).
- 18.4 Following implementation of the new uniform employees will have the option to receive half of the annual uniform allowance within six months of the issue of the new uniform and the second half of the allowance six months later.
- 18.5 In extraordinary circumstances where the uniform worn by Operational Salaried Officers is damaged in the course of duty, the officer may apply for a replacement of the damaged items.

## **SECTION 1C - COMMUNICATION AND DISPUTE RESOLUTION**

### **19. Communications And Consultation**

- 19.1 Consultation provides for participation by employer, employees and Unions in the formulation and implementation of policies, plans and strategies that are likely to affect working conditions.
- 19.2 Consultation is aimed at getting individuals or groups and unions party to this Award, to suggest or respond to proposals for policy formulation, productivity improvements or implementation. It provides an opportunity to present a point of view or state an objection, thereby providing a more informed approach to the decision making process by management.
- 19.3 The parties agree to consult over the life of the Award on matters that will result in restructuring, major policy changes, implementation job losses, multi-skilling of tasks or the re-organisation of tasks directly affecting employees covered by this Award.
- 19.4 Specifically, where significant changes which may impact on work practices, changes to establishment levels or organisational structures are proposed, the employer will provide employees and unions party to this Award, with details regarding:
  - the areas, units and locations likely to be affected; and
  - the positions likely to be affected, including any likely impact on staffing levels.
- 19.5 Upon receipt of this information, employees and/or their representatives, including unions party to this Award, will discuss with the employer the best method of introducing the proposed changes including any impact on individual gradings.
- 19.6 Any grievances raised by employees and or their representatives will be progressed in accordance with the provisions of the Disputes Settling Procedure at clause 20.

### **20. Dispute Settlement Procedures**

- 20.1 When the parties to this Award are in dispute over any issue that directly affects the interests of any of the parties, the dispute will be dealt with in accordance with this clause.

#### **Step 1**

In the first instance, any grievance, which is local in nature, and which will not impact on other locations, will be settled at the workplace between the employee and or their representative or

union and the local manager (that is, the employee's immediate manager). Where practical, a genuine attempt to resolve the dispute should be made within 24 hours of the dispute being raised.

#### Step 2

If the grievance cannot be resolved as provided for in Step 1 the employee and or their representative or local delegate is to present the Depot/Unit Manager with a notice of dispute outlining the specific nature of the dispute. The Depot/Unit Manager will discuss the matter with the employee and or their representative, and local union delegate as soon as practicable.

#### Step 3

If the dispute is not resolved as provided for in Step 2 (or if the subject matter of the dispute is not local in nature), the dispute should be referred to the appropriate General Manager, and may also be referred by the employee or their representative and or local union delegate to a union official, who must attempt to resolve the dispute.

#### Disputes which are not local in nature

Where a dispute is not local in nature, involves the interpretation of a policy of the employer or an industrial instrument, the parties to the dispute may agree to bypass steps 1 through 3 and instead refer the matter directly to the Manager, Employee Relations for resolution, in conjunction with the relevant Manager(s) or General Manager(s).

#### Step 4

If, following action under Steps 1 through 3 or sub-clause (Disputes not local in nature) a dispute remains unresolved, the employee their representative or a Union, or the Manager, Employee Relations, may refer the matter to the General Manager, Human Resources (or, at the discretion of the General Manager, Human Resources, or the Division Head) for a further attempt at resolution between the parties.

#### Step 5

If, following action under Steps 1 to 4, the dispute remains unresolved, a party to the dispute must refer the dispute to Unions NSW (advice to be provided to other party/ies) following which a 72 hour cooling off period (exclusive of weekends and Public Holidays) will apply, to enable Unions NSW to assist in the resolution of the dispute.

#### Step 6 - Referral to the IRC

If, following action under steps 1 to 5, the dispute remains unresolved, any party to the dispute may refer the dispute to the IRC for resolution.

- 20.2 The parties recognise that disputes can differ widely in nature, and can thus take different lengths of time to resolve, but the parties also agree that disputes should be resolved as quickly as is possible; that, subject to any contrary agreement between the employer and the employee or union involved, any individual step in the process should as a general rule take no more than five working days to complete; and that in the case of each step attempts should be made to hold discussions within two working days of commencing the step.
- 20.3 Any dispute that is still unresolved, after having been progressed in accordance with the steps in this clause that is not further referred by either the employer, the employee, or the union for a period of 28 working days after the last step, will be deemed to be no longer a matter in dispute.
- 20.4 Nothing in this clause prevents the making of an agreement to refer a dispute to a step other than the one next in sequence, in order to accelerate resolution or for some other reason; or the reference of a dispute to the relevant industrial tribunal for urgent resolution.



- 20.5 While a dispute is being dealt with under one of the preceding paragraphs in this clause work must continue without disruption and work practices, which existed prior to the dispute, shall apply, except where they involve the application of provisions in an industrial instrument or where they involve a genuine, serious and immediate risk to the health and safety of any person that would prevent the work practices from being carried out.
- 20.6 The parties acknowledge that, where a dispute involves a matter where a genuine, serious and immediate risk is posed to the health or safety of any person, it may not be practical to follow the procedures in this clause in attempting to resolve the dispute; and that an urgent reference to the relevant Industrial Tribunal may be required.

### **21. Rights Of Union Delegates**

- 21.1 For the purposes of:

ensuring compliance by the parties with the terms of this Award; and

facilitating discussions concerning matters pertaining to the employment relationship between the employer and employees covered by this Award, and their representatives:

- 21.1.1. an employee elected or appointed, as a delegate will, upon notification to the employer, be recognised as the accredited representative of the union to which they belong;
- 21.1.2. an accredited delegate shall be allowed the necessary time during working hours to consult with the employer or its representative on matters affecting employees;
- 21.1.3. subject to the prior approval of the delegate's supervisor, an accredited delegate shall be allowed a reasonable period of time during working hours to consult with individual members regarding matters affecting them or to consult with other delegates;
- 21.1.4. the general nature of the matters affecting employees and the probable time of absence should be indicated to the supervisor;
- 21.1.5. delegates will be granted leave to attend meetings in accordance with NSW Government Guidelines. Leave to attend meetings arranged by the relevant peak union body may be authorised by the Manager, Employee Relations in consultation with local managers, upon a written request from the union;
- 21.1.6. delegates may be authorised by the Manager, Employee Relations in consultation with local managers, to attend delegates training conducted by the union upon a written request by the union;
- 21.1.7. delegates will be provided with reasonable access to a phone, fax machine, computer, Internet and a notice board;
- 21.1.8. each union will periodically supply a list of delegates and contact numbers to the Manager, Employee Relations.

## **SECTION 1D - EMPLOYMENT RELATIONSHIP**

### **22. Types of Employment**

#### Full-Time Employees

- 22.1 A full-time employee is an employee other than a casual or part-time employee employed to work the minimum ordinary hours applicable to that classification as prescribed in this Award.
- 22.2 See Clauses 57 and 97 for the prescribed ordinary hours.

#### Part-Time Employees

- 22.3 A part-time employee is one employed to work fewer ordinary hours than the ordinary hours worked by a full-time employee performing duties of the same classification and grade.
- 22.4 The number of hours worked shall not be less than three hours per day.
- 22.5 The work arrangement shall be subject to a Part-Time Work Agreement between the employer and the employee, which includes but is not limited to the numbers of hours to be worked by the employee, the days on which they will be worked and the commencing and finishing times for work. Variations to the Part-Time Work Agreement may be made by consent and in writing, between the employer and the employee from time to time.
- 22.6 Except in cases of exceptional circumstances, part-time employees shall not be required to work beyond their rostered hours.
- 22.7 Where an employee is requested to work beyond their rostered hours, such work shall not be performed without the genuine consent of the employee.
- 22.8 Where a part-time employee agrees to work beyond their rostered hours they will be entitled to payment applicable to a full time employee of the same classification and grade. Overtime rates shall not be payable for hours worked which would be ordinary hours for a full-time employee of the same classification and grade.
- 22.9 A part-time employee shall be entitled to receive the same Annual Leave, Annual Leave loading, Long Service Leave and other award benefits as those provided for full-time employees in the same classification and grade on a pro rata basis. In relation to expense related allowances, the part-time employee will receive entitlements specified in the relevant clauses of this Award.

#### Casual Employees

- 22.10 A casual employee is engaged to work on an hourly or daily basis.
- 22.11 Where staff shortages are of a short duration, casual employees may be employed to cover such absences. Such employees shall be paid by the hour and receive a 20% loading which will be in lieu of award entitlements to overtime and paid leave.
- 22.12 A casual employee shall be notified at the end of the day if their services are not required on the next working day.

#### Temporary Employees

- 22.13 A temporary employee is an employee, not already in the service of the Employer, who is recruited to fill a permanent or temporary position on a temporary basis for a maximum period of two years, or up to three years for a special project or a specific reason.
- 22.14 A temporary employee shall be entitled to the same salary and conditions as permanent employees in the same classification, unless otherwise prescribed by this Award.

### **23. Temporary Appointments**

- 23.1 The employer may engage a temporary employee, or an existing employee on a temporary appointment, for a period of two years in normal circumstances or of up to three years for a special project or a specific reason.
- 23.2 The employer may fill a permanent position which is vacant with a temporary employee, or an existing employee by way of secondment, temporary appointment, temporary transfer or higher duties, subject to a maximum period of three years.

- 23.3 Nothing in this clause is intended to affect or limit the Staff Mobility provisions of Part 3.2 of the *Public Sector Employment and Management Act 2002* (NSW), where the provisions of that part apply to State Transit, or the provisions of this Award regarding the management of Excess Employees.

#### **24. Managing Excess Employees**

- 24.1 The parties are committed to implement the revised policy and procedures relating to Managing Excess Employees, in the life of this Award.
- 24.2 Such policy procedures may be varied by State Transit to be in line with any variations to the NSW Government's policy on Managing Excess Employees in the NSW Public Sector, subject to the provisions in clause 19 - Communication and Consultation.

#### **25. Managing Sick Leave Related Absences**

- 25.1 The parties have agreed to implement a range of strategies to reduce average sick leave levels for employees covered under this Award and have committed to achieving the following agreed target levels:

Salaried Operational Officers - 9 days per year

Salaried Administration Officers - 6 days per year

Senior Officers - 6 days per year

- 25.2 The strategies to be implemented will include, but are not limited to, the following:

25.2.1.a maximum number of five sick leave days which are not supported by a medical certificate allowed per year;

25.2.2. payment of sick leave being provisional on an employee:

- (a) reporting the absence appropriately (i.e. as soon as reasonably practicable and provision of agreed information); and
- (b) if required, providing information such as the nature of illness or injury and the estimated duration of the absence (where an employee is concerned about disclosing the nature of the illness to their manager, they may elect to have the application for sick leave dealt with confidentially by an alternative manager, a Health Services Officer or member of the Human Resources Division);
- (c) backdated medical certificates will only be accepted at the sole discretion of the employer based on the individual circumstances, including the employee's absence history;
- (d) the employer will have sole discretion to accept other forms of evidence to satisfy that an employee had a genuine illness based on the individual circumstances including the Employee's absence history;
- (e) employees being placed on an absence management program may be required to provide a medical certificate for all sick leave absences, based on the individual circumstances including the Employee's absence history,
- (f) a requirement that any employee on long term sick leave may be required by the employer to participate in a return to work program.

- 25.3 For the purpose of this clause Unacceptable Attendance Pattern means any pattern of absence, which the employee's manager, on reasonable grounds, believes warrants the employee being placed on an absence management program, and includes:

- 25.3.1. failure to comply with any aspect of State Transit sick leave policy (a copy of which can be accessed through State Transit's Business Management System), or an obligation imposed under the provisions of this clause;
- 25.3.2. failure to produce a medical certificate or other satisfactory evidence to support an absence where the employee was under an obligation to do so;
- 25.4 The following are provided as examples of attendance patterns which would require review by management and which may result in an employee being placed on an absence management program:
- 25.4.1. a pattern of unplanned absences predominately on particular days of the week or during particular times of the year;
- 25.4.2. high number of one to two day unplanned absences, particularly for different reasons;
- (a) a pattern of unplanned sick leave immediately following or preceding RDOs, ADOs, public holidays or annual leave;
  - (b) unplanned absence on a day which an employee sought as a day off, but which was not approved;
  - (c) unplanned absences on special events;
  - (d) four or more absences (particularly single day absences), in a four-month period.
- 25.5 The parties agree that in order to give full effect to the provisions of this clause that:
- 25.5.1 Subject to provisions to clause 19 - Communication and Consultation, the employer's Sick Leave Policy and Procedures may be varied during the life of this Award, including any variations which are necessary to give effect to the provisions of this clause;
- 25.5.2 Employees covered by this Award are under strict obligations to effectively manage their absence in order to achieve the targeted reduction in sick leave; and
- 25.5.3 The unions party to this Award will work co-operatively with the Employer to ensure the implementation and success of the Absence Management Procedures outlined in this clause and achievement of the targeted reductions in average sick leave levels.
- 25.6 Absence Management Program Step 1 - Preliminary Discussion
- 25.6.1. The employee will be interviewed by their supervisor or manager regarding any apparent unacceptable attendance pattern. Reasons for the absence history may be explored. Further medical investigation and referrals may be required at this stage.
- 25.6.2. If, following discussion and any necessary further investigation, the employee's manager remains unsatisfied with the attendance pattern, the employee will be advised in writing that should there be no improvement in their attendance pattern, they will be placed on an absence management program. However, in exceptional circumstances, an employee may be placed on an absence management program at this point.
- 25.7 Absence Management Program Step 2 - Placement on a Program
- 25.7.1. Should an employee's attendance pattern remain unsatisfactory, the employee will again be interviewed by their manager. If, following the further interview, the employee's manager remains unsatisfied with the attendance pattern, the employee will be placed on an absence management program which will include the following:
- (a) all unplanned absence due to personal illness or injury will need to be medically supported while the employee remains on an absence management program;

- (b) regular review meetings between the manager and employee as required;
- (c) any unplanned absence will require approval and until the employee has applied for leave, been interviewed by their manager and the leave has been approved, any unplanned absence will be treated as unauthorised leave and may lead to discipline action;
- (d) medical examination by a State Transit Doctor as required, including when reporting unplanned absences due to personal illness or injury;
- (e) written confirmation of placement on the absence management program and advice that a continuing unacceptable attendance pattern, including the taking of any unauthorised leave, may result in further disciplinary action leading to termination of employment.

#### 25.8 Absence Management Program - Step 3

25.8.1. Where an employee's attendance pattern remains unacceptable, following implementation of steps 1 and 2, formal disciplinary action may be commenced against the employee. However, disciplinary action may be commenced at any time prior to Step 3, in the event of unauthorised absences or failure to comply with any direction issued under the absence management program.

#### 25.9 Continuous Review

25.9.1. An employee placed on an absence management program will be subject to continuous review, and may be removed from the absence management program, at any time, following demonstrated improvement in their attendance pattern.

25.9.2. Employees will be advised in writing of the decision to remove them from the absence management program. However, should the employee again come under notice for an unacceptable attendance pattern, the employee may be placed back on an absence management program.

### **26. Commitment to Business Reforms**

26.1 The parties acknowledge the need for continuous change and reform to support State Transit's ability to tender competitively for the Metropolitan and Outer Metropolitan Bus Systems Contracts (O/MBSC). During the life of this Award this will include, but not be limited to the following:

26.1.1. Identifying and implementing administrative cost savings in corporate, regional and depot based support services in Sydney and Newcastle;

26.1.2. Streamlining and reorganisation of corporate and regional support services and functions, arising from the following business reforms:

Centralisation of the management and administration of the O/MBSC, scheduling, rostering and charter services;

Introduction of an integrated human resource information and payroll system;

Use of E-Recruitment;

Introduction of On Line Ordering for Ticketing;

Introduction of an annual allowance system for the provision of uniforms in place of fair wear and tear;

26.1.3. Flexible use of the temporary employment provisions in this Award to enable State Transit to reduce, where appropriate, reliance on contractors, consultants and agency temporary staff.

- 26.2 Any reform or restructuring shall be dealt with in accordance with the consultative mechanisms and dispute resolution provisions of this Award.
- 26.3 The parties are committed to support consequent restructuring in accordance with the NSW Government's revised procedures for the management of Excess Staff.
- 26.4 The parties acknowledge that:
- 26.4.1. Part-time and casual employees will not be used to disadvantage redeployment opportunities for existing employees;
- 26.4.2. Priority will be given to retraining and redeployment in accordance with Government's redeployment and managing excess employees procedures; and
- 26.4.3. There is no commitment to predetermined levels of overtime or shift work arrangements and the employer will determine whether overtime is to be worked on an as needs basis, while shifts are determined by operational requirements.

### **27. E-Recruitment**

- 27.1 The parties to this Award agree:
- 27.1.1. to the full implementation of the systems, policies and standardised practices required to maximise the full range of benefits available under the e-recruitment system now and into the future;
- 27.1.2. to fully support the business process re-engineering to implement system, policy, operational and, if required, regulatory changes as required, to extract full benefit from the e-recruitment system;
- 27.1.3. the Employer may utilise a centralised e-recruitment system such as provided by the Public Sector Workforce Office, in respect to those positions and classifications covered under this Award;
- 27.1.4. that the benefits of 27.1.1 to 27.1.3 above may include, but are not limited to:
- the introduction of a register linked to e-recruitment that will allow potential employees to register for employment opportunities within State Transit;
  - the use of online self service function for job application, interview booking, and ability testing;
  - online viewing of applications by the Selection Panels and use of web-based functions for the culling and selection process;
  - introduction of automatic priority matching of excess employees to vacancies within State Transit and elsewhere within the NSW Government sector;
  - enhanced promotion of employment within State Transit and the NSW Government sector generally;
  - introduction of applicant tracking and recruitment process management;
  - collection of data regarding the use of cross Agency e-lists for the purposes of reviewing the effectiveness of cross Agency e-lists within the life of this Award.

## 28. Use of Eligibility Lists

- 28.1 When a vacant position is advertised the employer may, in connection with a determination of the merit of the persons eligible for appointment to the position, create an Eligibility list for the position.
- 28.2 An Eligibility list for a position is a list of eligible applicants (namely the persons who duly applied for appointment to the position and who are eligible for appointment but not selected for appointment were considered suitable to the position but were not offered a position) arranged in order of merit (with merit determined by the employer).
- 28.3 An Eligibility list for a position remains current for 12 months after the list was created and may or may not be used to fill future vacancies.
- 28.4 An Eligibility list need not comprise all the eligible applicants so long as the list contains the applicant or applicants of greatest merit.
- 28.5 An Eligibility list is applicable not only to the position in relation to which it was created ("the relevant position") but also:
- 28.5.1. to any other position that the employer determines the list should be applicable to on the basis that the other position is substantially the same as the relevant position, and
  - 28.5.2. to any other position in a subsidiary corporation of State Transit that the employer determines the list should be applicable to on the basis that the other position is substantially the same as the relevant position, and
  - 28.5.3. to a permanent position where the relevant position was a temporary position.
- 28.6 A determination by the employer to fill a vacancy in accordance with this clause may be made at any time during the currency of the Eligibility list.
- 28.7 In deciding to appoint a person to a vacant position that has not been advertised in accordance with this clause, the employer may select from among the persons who are on an Eligibility list that is current and applicable to the position (and who are available for appointment), the person with the greatest merit according to the order of merit in the Eligibility list.

## 29. Online Employee Self Service

- 29.1 The parties agree to utilise the online self-service function of the integrated Human Resources Information System (HRIS) and Payroll System for a number of Human Resources processes, including but not limited to:
- viewing and/or updating personal information and payroll details;
  - completion and lodgment of forms, such as leave application, course application, higher duties, resignation forms;
  - lodgment of timesheets.

## 30. Employee Discipline

- 30.1 Where an employee is the subject of a preliminary investigation by the employer which may result in the institution of disciplinary proceedings (Proceedings) or where proceedings have been commenced in respect of an employee, the employer shall make all reasonable endeavours to complete the investigation or proceedings in a timely manner, provided that:
- 30.1.1. Any preliminary investigation or proceedings are completed no later than three months (the Specified Period) from the date on which the matter which gave rise to the investigation or proceedings, became known to the employer; and

30.1.2. Where it is not reasonably practicable to complete a preliminary investigation or proceedings within the specified period, the employer will advise the affected employee in writing:

- 30.1.2.1 that it will not be possible to complete the preliminary investigation or the proceedings within the specified period;
- 30.1.2.2 to the extent that it does not breach the confidentiality or integrity of the preliminary investigation or proceedings, the reason/s why it will not be possible to complete the investigation or proceedings within the specified period;
- 30.1.2.3 of the time period in which the employer reasonably expects to complete the preliminary investigation or proceedings.

### **31. Abandonment of Employment**

- 31.1 Where an employee, within a period of 28 calendar days from their last day of scheduled attendance for work, fails to establish, to the satisfaction of the employer, that their absence is for a reasonable cause, the employee will be deemed to have abandoned their employment.
- 31.2 Prior to employment being deemed to be abandoned, the following procedure will be applied by the employer:
  - 31.2.1. The employer will forward a letter (the First Letter) to the last known home address of the employee requesting the employee contact the employer, within seven days of the date of service of the First Letter, and provide a satisfactory explanation for their absence;
  - 31.2.2. Where an employee contacts the employer and claims their absence is due to illness or injury, the employer will allow a period of seven days from the date of service of the First Letter for the employee to supply a medical certificate/s supporting the whole of the absence;
  - 31.2.3. Where the employee fails to acknowledge the First Letter or no satisfactory explanation or supporting medical certificate/s supporting the whole of the absence is provided by the employee to the employer, a second letter (the Second Letter) will be sent to the employee advising the employee to contact the employer within seven days of service of the Second Letter;
  - 31.2.4. The Second Letter shall include advice to the employee that their employment will be deemed to have been abandoned if they continue to fail to attend for work or fail to provide a satisfactory explanation or medical certificate/s supporting the whole of the absence.
- 31.3 For the purpose of this clause service of the First Letter and or Second Letter will be effected by means of either personal service, registered mail or by leaving the letter at the last address nominated by the employee to the employer as their home address.

## **SECTION 1E - LEAVE**

### **32. Personal Leave**

- 32.1 Personal leave consists of the following three types of leave: sick leave, carer's leave and compassionate/bereavement leave.
- 32.2 Paid personal leave will be available to an employee when they are absent due to:
  - personal illness or injury (sick leave); or
  - for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support (carer's leave); or



because of bereavement on the death of an immediate family or household member (compassionate/bereavement leave)

32.3 All employees, other than casual employees, will be entitled to personal leave in accordance with this clause. Entitlements for part-time employees will be calculated on a pro rata basis.

32.4 This clause is to be read in conjunction with Clause 25 - Managing Sick Leave Related Absences.

32.5 For the purpose of this clause:

Immediate Family means:

Spouse (including a former spouse, a de facto spouse and a former de factor spouse) of the employee, or

A de facto spouse, in relation to a person, means a person of the same or opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person or on a bona fide domestic basis although not legally married to that person; or

Child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

Year means:

the period of 12 months from 1 January to 31 December inclusive.

Current Paid Sick Leave means:

paid sick leave which has accrued to an employee's credit in the current calendar year which has not been cleared by the employee as paid sick leave.

Accumulated Paid Sick Leave means:

paid sick leave which accrued to an employee's credit in any previous calendar year which has not been cleared by the employee as paid sick leave.

Paid Sick Leave

32.6 Employees are entitled to 15 days of paid sick leave per year, except those nominated in paragraphs (a) and (b)

(a) For Salaried and Senior Officers who commence employment with the employer after 9 May 2006, the following scale will apply:

Up to five years service: 8 days per annum

Between five years and seven years service: 10 days per annum.

(b) For Senior Officers who have not completed seven years service, the following scale will apply:

Up to five years service: 8 days per annum

Between five years and seven years service: 10 days per annum

32.7 Paid sick leave will be credited on a pro rata basis in the first year of service.

32.8 Sick leave not used in any year shall accumulate.

32.9 An employee is entitled to use accumulated personal leave for the purposes of sick leave where the current year's sick leave entitlement has been exhausted.

32.10 The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.

#### Carer's Leave

32.11 Subject to an employee having sufficient paid sick leave available, employees are entitled to use up to a maximum of ten days paid carer's leave per year.

32.12 Paid carer's leave is deducted from paid sick leave.

32.13 The entitlement to use up to a maximum of ten days per year paid sick leave, as paid carer's leave, does not accumulate from year to year.

32.14 An employee may elect, with the consent of the employer, to take unpaid leave as carer's leave.

32.15 Paid and unpaid carer's leave may be taken for part of a single day.

32.16 An employee's entitlement to use paid or unpaid carer's leave is subject to the following:

- (a) the employee having responsibilities in relation to either members of their immediate family or household who need their care and support when they are ill; and
- (b) the employee being responsible for the care of the person concerned.

32.17 The employee must establish 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, provided that:

32.17.1 the employer may require an employee to provide a medical certificate to support the application for carer's leave where:

the period of carer's leave applied for exceeds or extends over a continuous period of three or more days on any occasion; or

the employee has exhausted all paid carer's leave; or

the employee, within the current year, has already cleared five days paid carer's leave which were not supported by the production of a medical certificate; or

the employee has been placed on an attendance monitoring program and directed to supply medical certificates to support all future applications for sick leave and carer's leave.

32.17.2. In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

32.18 The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.

#### 32.19 Compassionate/Bereavement Leave

32.20 An employee is entitled to up to two days paid leave on each occasion a member of the employee's immediate family or household dies.

32.21 Proof of death must be provided to the satisfaction of the employer.

### 33. Annual Leave

33.1 For the purposes of this clause:

Accumulated Annual Leave means any annual leave accrued by an employee prior to 1 January of the current calendar year.

Excess Annual Leave means all Accumulated Annual Leave in excess of 30 days.

33.2 Annual leave shall be allowed as provided by the Annual Holidays Act 1944 (NSW).

33.3 Annual leave accrues to an employee on a pro-rata basis over a calendar year as shown below:

33.3.1. non-shift work employees accrue four weeks annual leave per annum. This is made up of 19 days annual leave and one ADO.

33.3.2. shift work employees accrue five weeks annual leave per annum. This is made up of 24 days annual leave and one ADO.

33.4 The parties recognise the occupational health and safety benefits of employees properly taking their annual leave. An employee holding excess annual leave may be directed by the employer to clear such leave, provided the employee be given as nearly as practicable one months notice of the date on which annual leave is to commence and the period to be cleared.

33.5 Except where payment has already been made in lieu of clearance where an officer, who has acquired a right to leave with pay, retires, resigns or is dismissed before commencing or completing such leave, shall be paid the monetary value of the leave not taken or not completed.

33.6 Except where payment has already been made in lieu of clearance where an officer who has acquired a right to leave with pay dies before commencing or completing such leave, the monetary value of the leave not taken or not completed shall be paid to their spouse or partner or if the officer does not leave a spouse or partner to their legal personal representative.

33.7 The employer may deduct from any moneys payable under sub-clause 33.5 the value of any loss suffered by him for which an officer who retires, resigns or is dismissed is responsible.

33.8 The employer may approve the accumulation by an employee of more than 30 days excess annual leave, for certain purposes including, but not limited to, parental leave, subject to arrangements having been made by the employee to clear such leave.

### 34. Long Service Leave

34.1 Long service leave shall accrue to officers of the employer in accordance with the provisions of Schedule 5 of the State Act.

34.2 Except where payment has already been made where an officer, who has acquired a right to leave with pay pursuant to the provisions of the State Act retires, resigns or is dismissed before commencing or completing such leave, shall be paid the monetary value of the leave not taken or not completed.

34.3 Except where payment has already been made where an officer, who has acquired a right to leave with pay pursuant to the provisions of the State Act dies before commencing or completing such leave, the monetary value of the leave not taken or not completed shall be paid to their spouse or partner or if the officer does not leave a spouse or partner to their legal personal representative.

34.4 The employer may deduct from any moneys payable under 34.2 the value of any loss suffered by him or her for which an officer who retires, resigns or is dismissed is responsible.

### 35. Flexible Use of Long Service Leave

- 35.1 An employee may make application to use accrued long service leave entitlements to provide regular reduced working time for personal reasons.
- 35.2 An employee may apply to use long service leave entitlements to enable the employee to access for example, one day's leave per week or fortnight or one week's leave per month.
- 35.3 Applications for flexible use of long service leave will be approved at the employer's discretion, taking into consideration operational and service delivery requirements.
- 35.4 The terms and conditions under which an employee may be permitted flexible use of long service leave are also subject to the employer policy and procedures.

### 36. Parental Leave

- 36.1 Parental leave includes Maternity Leave, Adoption Leave and Other Parent Leave in connection with the birth or adoption of a child.
- 36.2 For the purposes of this clause 'child' means:
- a child of the employee under the age of one; or
  - in the case of adoption: a child under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or their spouse or a child who had previously continuously lived with the employee for a period of six months or more.
- 36.3 Maternity Leave shall apply to a pregnant employee (other than a casual employee) before and after the expected date of birth. Subject to this clause and the employer's policy, the employee may be granted maternity leave as follows:
- For a period up to 9 weeks prior to the expected date of birth; and
  - For a period of up to 12 months after the actual date of birth.
- 36.4 Adoption Leave shall apply to an employee (other than a casual employee) who is adopting a child and who will be the primary carer to the child. Subject to this clause and the employer's policy, the employee may be granted adoption leave for a period of up to 12 months from the date of the taking of custody of the child.
- 36.5 Where Maternity or Adoption Leave does not apply, Other Parent Leave may be available to a male or female employee (who is not a casual employee) who will be the primary carer for his/her child. Subject to this clause and the employer's policy, the employee may be granted other parent leave for a period of up to 12 months. Other parent leave is unpaid, except where taken in conjunction with paid leave such as annual or long service leave.
- 36.6 Parental leave is available to only one parent at a time, except that both parents may simultaneously access the leave in the following circumstances:
- for maternity and other parent leave, an unbroken period of one week at the time of the birth of the child;
  - for adoption leave, an unbroken period of up to three weeks at the time of the placement of the child.

## Paid Maternity Leave and Paid Adoption Leave

- 36.7 An employee taking maternity leave or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to fourteen weeks, provided the employee:

Applied for maternity or adoption leave within the time and in the manner determined set out in this clause; and

Prior to the commencement of maternity or adoption leave, completed not less than 40 weeks continuous service.

(Note: Employee taking 'other parent leave' is not entitled to any payment, except for period(s) of paid leave taken as part of 'other parent leave'.).

- 36.8 Once all entitlements to pay have been exhausted, the balance of maternity or adoption leave shall be unpaid.

- 36.9 Payment for the maternity or adoption leave may be made as follows:

in a lump sum payment at the commencement of maternity or adoption leave; or

as full pay on a fortnightly basis while on maternity or adoption leave; or

as half pay on a fortnightly basis while on maternity or adoption leave; or

a combination of full pay and half pay while on maternity or adoption leave.

- 36.10 Paid maternity or adoption leave shall be taken in one unbroken period and shall not be extended by any period of public or other holidays that occur during the period of the paid maternity or adoption leave.

## Access to other forms of leave

- 36.11 In addition to paid parental leave where applicable, an employee may elect to take available annual leave or long service leave at the commencement or conclusion of the period of parental leave, provided this does not extend the total leave period beyond the allowable period, and that the period of unpaid parental leave is not broken by any paid leave.

- 36.12 The accrued annual leave can be taken:

in a lump sum payment at the commencement or conclusion of parental leave

as full pay while on parental leave, provided it does not break up the unpaid parental leave period.

- 36.13 The accrued long service leave can be taken:

in a lump sum payment at the commencement or conclusion of parental leave

as full pay while on parental leave, provided it does not break up the unpaid parental leave period.

as half pay while on parental leave, provided it does not break up the unpaid parental leave period.

a combination of full pay and half pay, provided it does not break up the unpaid parental leave period.

36.14 An employee who takes maternity, adoption or other parent leave must clear any accumulated annual leave entitlements in excess of 30 days before commencing any unpaid period of maternity, adoption or other parent leave.

#### Right to request

36.15 An employee who has been granted parental leave in accordance with this clause may apply to:

extend the period of unpaid parental leave for a further continuous period of leave of up to 12 months;

return from a period of full time parental leave on a part time basis or on a job share arrangement;

to assist the employee in reconciling work and parental responsibilities.

36.16 Applications must be made in writing as soon as practicable, preferably before commencing parental leave, or at least four weeks before the proposed return date.

36.17 The employer shall consider the request having regard to the employee's circumstances and the effect on the workplace and/or the employer's business.

36.18 Any employee approved to take extended maternity, adoption or other parent leave will be required to clear all accumulated annual leave prior to commencing extended parental leave.

#### Notification Requirements

36.19 An employee must not unreasonably withhold notice of intention to apply for parental leave.

36.20 An employee who wishes to take parental leave must provide notice to the employer in writing at least ten weeks before the expected commencement of parental leave, together with:

36.20.1 For maternity and other parent leave: A certificate from a registered medical practitioner which states the employee (or their spouse) is pregnant and the expected date of birth,

36.20.2 For adoption leave: Written evidence from the adopting agency/other appropriate body of the expected date of placement, and

36.20.3 A statutory declaration stating:

the period of leave sought is so that the employee can be the primary caregiver to the child,

detail any particulars of any period of parental leave sought or taken by their spouse,

that for the period of parental leave, the employee will not engage in any conduct inconsistent with their contract of employment, and

36.20.4 A written notification of:

the period the employee proposes to take parental leave,

if she/he is likely to make a request to extend parental leave beyond the 12 months, and/or,

if she/he is likely to make a request to return to work on a part-time or job-share arrangement

- 36.21 An employee will not be in breach of this clause if failure to give the required notice period is because of the birth occurring earlier than the presumed date or because of the child being placed earlier than the expected date of placement.
- 36.22 An employee on maternity leave must notify the employer of the date on which she gave birth as soon as she can conveniently do so. An employee must notify the employer as soon as practicable of any changes associated with a premature delivery or miscarriage.
- 36.23 Where the placement of a child for adoption does not proceed or continue, the employee is to notify the employer immediately and the employer may nominate a time not exceeding four weeks from receipt of notification for the employee to return to work.

#### Variation of Parental Leave

- 36.24 Unless agreed otherwise between the employer and employee, an employee may apply to the employer to change the period of parental leave on one occasion. Any such change is to be notified at least four weeks prior to the commencement of the new arrangements, unless otherwise agreed.

#### Return to work after a period of Parental leave

- 36.25 An employee who has taken approved parental leave for 12 months or less and resumes duty immediately after the approved period, is entitled to return to the position held immediately prior to going on parental leave, if the position still exists. In the case of an employee transferred to a safe job pursuant to sub-clause 36.30 the employee will be entitled to return to the position they held immediately before such transfer.
- 36.26 An employee who returns to work after an extension of parental leave beyond the 12 months may be treated as an Excess Officer and will be subject to the employer's Excess Officer Policy.
- 36.27 If the position occupied by the employee immediately prior to the taking of parental leave has ceased to exist, the employee will return as an Excess Officer and will be subject to the employer's Excess Officer Policy.

#### Communication during Parental leave

- 36.28 The employee shall take reasonable steps to inform the employer about any matter that will affect the employee's decision regarding the duration of maternity, adoption or other parent 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.
- 36.29 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to communicate with the employee.

#### Health and safety of pregnant employees

- 36.30 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child, as certified by a medical examiner, the employer should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, working from home and job redesign.
- 36.31 If such adjustments cannot reasonably be made, the employee may elect, or the employer may require the employee to commence maternity leave, or to access any available leave, for as long as it is necessary to avoid exposure to that risk, as certified by a medical practitioner, or until the child is born which ever is the earlier.
- 36.32 Where a pregnant employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of

the child, an employer may require the employee to provide a medical certificate stating that she is fit to work on her normal duties.

### **37. Purchased Leave for Personal or Family Reasons**

- 37.1 The purchased leave scheme is a voluntary scheme available to all permanent employees covered by this Award who have been continuously employed for a period of 12 months who wish to extend their leave options for personal reasons or to meet family responsibilities.
- 37.2 The terms and conditions of the purchased leave scheme are listed below and also subject to State Transit policy.
- 37.3 Employees wishing to participate in this scheme must submit an application to their manager with a minimum 12 months notice. The application must stipulate the dates the leave is required.
- 37.4 Employees who wish to participate in this scheme will have monies deducted each fortnight over the preceding 12 month period to pay for their personal and family leave. Money deducted will be ordinary hours after all penalties and overtime have been calculated. There will be no reduction in the hourly rate of pay.
- 37.5 The minimum amount of personal or family leave that can be taken in any one period will be one week and the maximum will be four weeks in a 12 month period.
- 37.6 The additional leave purchased under this scheme will not attract leave loading.
- 37.7 Sick leave and long service leave will continue to accrue at the usual rate during the term of the employee's participation in the purchased leave scheme.
- 37.8 Employees will retain their employee pass and other privilege passes.
- 37.9 Applications for participation in the purchased leave scheme will be approved at the employer's discretion, subject to the employer's Purchased Leave Policy, taking into consideration operational and service delivery requirements.
- 37.10 Employees are required to re-apply annually if they wish to participate in the scheme.
- 37.11 Employees should seek independent financial advice regarding their superannuation options prior to entering into the purchased leave arrangement.

### **38. Picnic Day**

- 38.1 Where reasonably practicable an officer shall be granted a day's leave, without deduction of pay, each calendar year to attend an Annual Salaried Officers' Picnic, provided the officer would ordinarily work on that day had it not been for the Picnic Day occurring.
- 38.2 Where an employee is required by the employer to work on a Picnic Day, the employee will be paid for the time worked, subject to appropriate penalty rates plus an additional cash payment equivalent to:
- seven hours pay: for employees engaged on 35-hour-week;
- seven hours and 36 minutes pay: for employees engaged on 38-hour-week.
- 38.3 The employer shall require from an officer evidence of attendance or desired attendance at the approved picnic. The production of the butt of a picnic ticket purchased or some equivalent receipt shall be sufficient evidence to satisfy this requirement. Where such evidence is requested by the employer but not produced by an officer, no payment will be made to the officer for the day.



- 38.4 An officer who is not required by the employer to work in the area in which the officer is normally employed on the Picnic Day and who does not purchase a ticket for the picnic shall, where appropriate, be provided with alternative duties on that day. Such duties are to be at the discretion of the employer.
- 38.5 An officer who elects to work in accordance with sub-clause 38.4 shall not be entitled to any additional payment for the Picnic Day.

### **39. Public Holidays**

- 39.1 Employees covered under this Award shall be entitled to the Public Holidays listed in clause 4.
- 39.2 Subject to sub-clause 39.4, employees credited with uncleared Public Holidays accrued on or prior to 31 December 2005 ('Accrued Public Holidays'), are required to clear their accrued public holidays by 31 December 2009.
- 39.3 Subject to sub-clause 39.4, any accrued public holidays not cleared by 31 December 2009 in accordance with 39.2, will be paid out with the final pay on or after 31 December 2009.
- 39.4 Where due to the number of accrued public holidays owed to a particular employee and or prior leave commitments, it is impractical for an employee to clear all Accrued Public Holidays by 31 December 2009, approval may be granted by an employee's General Manager, to extend the period for clearing the accrued public holidays to 30 June 2010.
- 39.5 For Salaried Officers:
- 39.5.1. Where a Salaried Officer is required to work on a proclaimed Public Holiday, that employee will have the option to be paid the monetary value for the day, forgoing accumulation for future clearance, or to accumulate the Public Holiday for clearance with their annual leave accumulated for that year. If the Public Holiday is not cleared it will be paid out with the final pay on or after 31 December of the year following accumulation.

- 39.6 For Senior Officers:

39.6.1. All Public Holidays not taken as a Public Holiday by Senior Officers are to be paid out when they occur.

### **40. Concessional Day**

- 40.1 Employees covered under this Award shall be entitled to a Concessional Day in substitution of the Bank Holiday.

### **41. Capping of Additional Days Off (ADOS)**

- 41.1 Subject to sub-clause 41.2, officers, other than officers required to perform shift work, may clear ADOS as one whole day or as two half-days.
- 41.2 Subject to the prior approval of the officer's manager, an officer, may accumulate up to a maximum of five ADOS (inclusive of half ADOS).
- 41.3 Managers in consultation with employees are required to implement appropriate administrative procedures to ensure the proper and effective management of ADOS.
- 41.4 Subject to sub-clause 41.5, failure to clear ADOS will result in loss of entitlement for all days accumulated in excess of the maximum of five ADOS.
- 41.5 Where the failure to clear an ADO (in excess of five accumulated ADOS) arises at the request or direction of the employer, an officer will be paid at the applicable overtime rate for the ADO worked.

**SECTION 1F - FLEXIBLE WORK ARRANGEMENTS****42. Make Up Time**

- 42.1 An employee may elect, with the consent of the employer, to work "make up time" under which the employee takes time off during ordinary hours, and works those hours at another time, during the spread of ordinary hours provided under this Award.
- 42.2 An employee on shift work may elect, with the consent of the employer, to work "make up time" under which the employee takes time off ordinary hours and works those hours at another time, at the shift work rate which would have been applicable to the hours taken off.

**43. Job Sharing**

- 43.1 Job sharing is a form of part-time employment where more than one employee shares all the duties and responsibilities of one job.
- 43.2 The terms and conditions of job sharing are listed below and also subject to the employer policy.
- 43.3 Job sharing will be entered into by agreement between the employer and employees concerned. The employer and the job sharers shall agree on the allocation of duties between the job sharers.
- 43.4 The hours of work shall be fixed in accordance with the conditions of part time employment.
- 43.5 In the absence of a job sharer, the remaining job sharer(s) may be required to relieve the absent job share provided the remaining job sharer(s) shall be paid their ordinary rate of pay for the time relieving.
- 43.6 A job sharer may, by agreement, work more than their regular number of hours and be paid at their ordinary hourly rate.
- 43.7 Job sharers shall have access to all provisions of this Award pertaining to their classification. Job sharers shall receive pro rata pay and conditions in proportion to the ordinary hours worked by each job sharer.
- 43.8 A change to job sharing from full-time or part-time employment or from job sharing to full-time or part-time employment shall not constitute a break in the continuity of service. All accrued entitlements shall be calculated in proportion to the hours worked in each employment arrangement.
- 43.9 In the event of a job sharer vacating the job, the employer will review the job and shall consider filling the vacancy or offering the remaining job sharer(s) increased hours.

**44. Career Break**

- 44.1 A permanent employee who has had continuous service with the employer for a minimum period of five years may make application to take a fixed period of time off work, in order to fulfill family or personal commitments or to pursue personal development without loss of job security.
- 44.2 The terms and conditions under which an employee may take a career break are listed below and also subject to the employer's policy and procedure.
- 44.3 The minimum period for a career break is 6 months. The maximum period for a career break is 24 months.
- 44.4 An employee must provide three months notice of a request to take a career break.
- 44.5 Any employee taking career break leave will be required to clear all accrued annual leave and public holidays prior to commencing leave.
- 44.6 Any unpaid period of the career break will be regarded as leave without pay for the purpose of leave accrual and superannuation.

- 44.7 At the commencement of the career break, employees must return their employee travel pass.
- 44.8 At the completion of the career break, an employee can return to a position at the same grade that they held before commencing the break.
- 44.9 Where there is no position immediately available at the same grade for employees taking 12 months or less leave, the employee's skills and abilities will be assessed and they will be placed in another position at the same grade held before commencing the career break.
- 44.10 Employees clearing greater than 12 months leave will be treated as an Excess Officer and will be subject to the employer's Excess Officer Policy.
- 44.11 Applications for career breaks will be approved at the employer's discretion.

#### **45. Working from Home**

- 45.1 An employee can work from home with the approval of the local manager if it can be demonstrated that the work can be carried out efficiently and effectively.
- 45.2 Employees will not be entitled to work from home for more than two days in any working week unless otherwise authorised by the General Manager responsible for the area.
- 45.3 Approval to work from home will not be authorised if the employee does not have suitable resources in their home. The employer may at its discretion, assist in providing such resources.
- 45.4 For ongoing and regular working from home arrangements, an OHS report and clearance of the intended place of work must be submitted to the relevant General Manager prior to the employee being approved to work from home.
- 45.5 If required by the manager, an employee who works from home must submit work completed at home to be sighted and signed off by the Manager.
- 45.6 The terms and conditions under which an employee can work from home are also subject to policies and procedures of the employer.

### **SECTION 1G - GENERAL**

#### **46. Higher Duties for Senior & Salaried Officers**

##### Salaried Officers in Higher Grade Positions

- 46.1 Any Salaried Officer required to relieve in a higher grade shall be paid at least the minimum salary of the higher grade for the period of the relief, provided that the officer's manager or supervisor certifies that the officer is carrying out the normal duties of the higher-grade position.

##### Senior Officers in Higher Grade Positions

- 46.2 Higher duty payments for Senior Officers will apply where the time worked in the higher graded position exceeds four consecutive working days. When a Senior Officer works on the fifth consecutive day retrospective payment for the previous four working days will be made.

Note: see also clause 102 regarding Higher Grade conditions for Senior Officers

##### Salaried and Senior Officers Generally

- 46.3 In the case of Salaried and Senior Officers required to relieve in a higher-grade position, the conditions applicable to the higher-grade position undertaken shall be taken to apply for the period of the relief.

- 46.4 All time spent by a Salaried or Senior Officer relieving in a higher grade for which credit has been allowed for the purpose of sub-clause 46.2, shall be counted as service in the next higher grade to that in which the officer is classified, for the purpose of assessing the rate of salary to which the officer will be entitled following promotion to such higher grade.
- 46.5 If an officer is booked to clear a Public Holiday which falls during a period in which the officer is acting in a higher grade, and the officer works in the higher grade on the working days before and after the Public Holiday, then payment for the Public Holiday shall be at the rate of pay to which the officer is entitled during the acting period.
- 46.6 Any Salaried or Senior Officer who has relieved in a higher grade position for 12 calendar months either continuously or non-continuously shall, while performing such duties, be paid the next higher rate of pay, if any, prescribed for such higher position provided that where the duty is non-continuous, periods of less than one week shall not count.

#### **47. Employee Travel Passes**

- 47.1 Subject to NSW Government Policy, relevant legislation and regulations and the provisions of the Outer/Metropolitan Bus Systems Contract, for the life of this Award, the employer will recognise employee travel passes for all permanent employees.

#### **48. Ohs Training**

- 48.1 The parties recognise the obligation of the employer to provide a safe and healthy workplace. All employees are responsible for their own safety, the safety of other employees and the general public.
- 48.2 The employer will determine the standards and requirements of training for employees, in consultation with employees and their representatives, including any union party to this Award. A certificate will be awarded to employees who successfully complete the training.
- 48.3 Every employee will have the opportunity to attend a minimum of two hours paid OHS awareness training each calendar year.

#### **49. Drug and Alcohol Testing**

- 49.1 The parties recognise the legislative obligations on the employer to ensure the workplace is free from drugs and alcohol, and all employees are to comply with the provisions of legislation relating to random drug and alcohol testing and the internal programs that are in place.

#### **50. Childcare**

- 50.1 The employer and the unions with the assistance of Unions NSW, may continue the Joint Child Care Working Party (the Working Party). The working party will consider the feasibility of various initiatives by which the employer may assist employees to manage their childcare needs.
- 50.2 The working party may comprise of representatives from the employer, Unions NSW, and unions party to this Award, and will include a mix of male and female members.

#### **51. Quality Certification**

- 51.1 The Employer has developed a Business Management System (BMS) to assist control and manage standardised work practices at all levels. The BMS has been modelled on the requirements of ISO 9001:2008 and the intention is to maintain certification for the employer.
- 51.2 The objective of the BMS is the "prevention of errors" through "conformance to requirements" as detailed in policies, procedures and work instructions. The goal is "zero defects" (i.e. no accidents, no errors or mistakes, no re-work).
- 51.3 Parties to this Award will work together to maintain ISO 9001:2008 certification.

## 52. Restructure of the Maintenance Division

52.1 The revised structure for the Maintenance Division, which replaces the employer's previous organisational structure of its Maintenance Division, is shown in the organisation chart at Schedule D of this Award. Position Descriptions for the following new positions have been developed:

Regional Fleet and Facilities Manager

Depot Service Manager

Depot Service Coordinator

Regional Fleet Condition Officer

52.2 As a component of the revised structure, the bus fleet inspection process, formerly known as S1 Safety Inspections, will be undertaken by Regional Fleet Condition Officers.

52.3 The position of Leading Hand was introduced by the employer as a component of the revised structure.

## 53. Contestability

53.1 The parties acknowledge that, in accordance with the New South Wales Government service competition policy, non-core activities may be subjected to contestability against external service providers from time to time.

## 54. Introduction Of New Technology

54.1 Where the employer has made a definite decision to introduce new or to make major changes associated with existing technology that is likely to have significant effects on employees, the employer shall notify employees who may be affected by the proposed changes, and their representatives, including any union party to this Award. Such changes will be dealt with under the consultative process outlined at clause 19 of this Award.

54.2 The employer shall discuss with the employees affected and their representatives the changes to be made and the effect the changes are likely to have on employees and measures to be taken to avert or mitigate effects of such changes on employees.

54.3 Where possible at least three months notice will be provided prior to the implementation of new technology. Where necessary employees will be provided with appropriate training.

54.4 By the application of this clause herein there is a commitment between the parties to the introduction of new technology.

## 55. Job Evaluation Review Process

55.1 Where a new position is created, or an incumbent employee, the relevant union or the employer believe that an existing position should be reviewed, the following shall apply:

55.1.1. A qualified member of the Human Resources Department will, in consultation with the line management and the affected incumbent prepare the draft position description ensuring consistency with the organisational framework.

55.1.2. The draft position description will be reviewed by the relevant manager(s), the incumbent (where applicable), and the divisional General Manager (or the Division Head where appropriate) and amended to reflect any feedback.

55.1.3. The position will be evaluated by a qualified member of the Human Resources Department and approved by the General Manager, Human Resources (or the Division Head where appropriate).

- 55.2 If at any stage of this process a disagreement arises as to the details or accuracy of the position description or the grading of the position description, the disagreement may be referred to a review panel consisting of one representative of the Human Resources Department, the relevant General Manager, or their representative, the affected employee and one employee representative, suitably qualified chosen by the relevant union(s).
- 55.3 If a disagreement remains in relation to the outcome of the evaluation process, the employer will consider representations made by the relevant union(s) and may seek to have the position evaluated externally, before making a final determination.

## **PART 2**

### **CORE CONDITIONS FOR SALARIED OFFICERS**

#### **56. Hours of Duty for Salaried Officers**

- 56.1 Except as provided for in sub-clauses 56.2 and 56.3 the ordinary hours of duty shall be 38 per week to be worked in not more than five shifts.
- 56.2 Ordinary hours of duty may be worked to provide for 152 hours work in a four-week work cycle to enable officers to have one day off duty during that cycle by accruing additional working time on other working days. Payment in these circumstances to be made on an averaging basis of 76 ordinary hours per fortnight.
- 56.3 Clerical and administrative employees engaged to work in non-shift work positions shall have ordinary hours of duty of 35 hours per week, to be worked in not more than 5 shifts and a total of 140 hours in a four-week cycle, to meet the criteria for accruing an ADO.
- 56.4 Where an employee is required to work less than 38 hours per week and where a recognised finishing time exists, no employee shall be called upon to work beyond that time.
- 56.5 The span of hours shall be 8.30am to 5.30pm. The employer may alter the span of hours where required.
- 56.6 The times in which the ordinary hours shall be worked may be altered by agreement between the employer and the employee.
- 56.7 As far as practicable, officers shall not be rostered for a longer period than 9 hours to be worked in 11 hours overall.
- 56.8 As far as practicable, officers required to work shift work shall have one week on day duty (that is, shifts that do not finish between 12 midnight and 8.00 a.m.) in every three and one Sunday off in every three.
- 56.9 In arranging hours of duty, when necessary, sufficient time must be allowed to permit a proper hand-over of duties.

#### **57. Minimum Payments**

- 57.1 Any officer who attends for duty in accordance with instructions but is not required, shall receive a minimum of five hours pay unless at least twelve hours notice was given to the officer personally that they were not required for duty.
- 57.2 If an officer actually commences duty and is subsequently advised that they are not required, the officer shall receive a minimum of seven hours pay.

#### **58. Spread of Hours**

- 58.1 All time worked from time first signed on a broken shift shall be paid at the following rates:

58.1.1. Between a spread of 9.5 hours and 10.5 hours - time and a half;

58.1.2. After 10.5 hours - double time.

58.2 Officers shall not be rostered for broken shifts on a Saturday, Sunday or Public Holiday.

### 59. Overtime

59.1 Except as provided for in sub-clause 59.2 below, employees shall not work more than 7 hours 36 minutes in any one shift without overtime. All time worked in excess of 7 hours 36 minutes per shift or 38 hours per week shall be paid for at overtime rates.

59.2 Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as per sub-clause 56.2, employees shall not work more than 8 hours in any one shift without overtime. All time worked in excess of 8 hours per shift, or ordinary hours for a particular week in such cycle, shall be paid for at overtime rates.

59.3 In calculating the number of hours worked per week, any leave shall be treated as time worked.

59.4 Except in special circumstances, no employee shall work overtime unless authority for so working is first given by an employee responsible for authorising overtime, and whenever possible, employees shall be given 24 hours notice of the requirement that they work overtime.

59.5 For the purpose of calculating hourly rates the ordinary fortnightly salary shall be divided by the ordinary hours for the fortnight.

59.6 Except in unavoidable circumstances, all overtime worked during any fortnightly pay period shall be paid for not later than the payday for the period following that in which the overtime is worked.

59.7 Payment for overtime shall be made at the following rates:

59.7.1. Time worked on Saturdays, which does not form part of the ordinary hours for the week - time and a half for first three hours and double time thereafter.

59.7.2. Except as provided for in sub-clause 59.7.3, time worked in excess of 7 hours 36 minutes but less than 10 hours 36 minutes in any one shift Mondays to Fridays - time and a half.

59.7.3. Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as per sub-clause 56.2, time worked in excess of 8 hours but less than 11 hours in any one shift, Mondays to Fridays - time and a half.

59.7.4. Except as provided for in sub-clause 59.7.5, time worked in excess of 10 hours 36 minutes in any one shift - double time.

59.7.5. Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as per sub-clause 59.2, time worked in excess of 11 hours in any one shift - double time.

59.7.6. Except as provided for in sub-clause 59.7.7, time worked in excess of 38 hours in the week - time and a half. This sub-clause shall not apply where overtime payment is calculated on a daily basis under the provisions of sub-clauses 59.7.2 and 59.7.3 above. Payment for overtime shall be calculated upon whichever of the two alternatives gives the greater amount.

59.7.7. Where the ordinary hours of duty are worked on the basis of 152 hours in a four-week work cycle as prescribed in sub-clause 59.2, time worked in excess of ordinary hours for a particular week in such cycle - time and a half. This sub-clause shall not apply where overtime payment is calculated on a daily basis under the provisions of sub-clauses 59.7.2 and 59.7.3. Payment for overtime shall be calculated upon whichever of the two alternatives gives the greater amount.

59.7.8. Except as provided in sub-clause 59.7.9, time worked by Employees whose ordinary hours of duty are less than 38 per week before, after or beyond the usual hours up to 7 hours 36 minutes in any one shift - ordinary time.

59.7.9. Where such ordinary hours of duty less than 38 per week are worked by employees during a four week working cycle as provided for in sub-clause 59.2 above, time worked before, after or beyond the usual hours up to eight hours in any one shift - ordinary time.

- 59.8 Notwithstanding anything contained in this clause, salaried technical employees shall be paid overtime rates not less favourable than those applicable to tradespersons.
- 59.9 The employer shall determine whether or not to offer overtime (including DOCs), whether or not to cover a shift, and the method of covering a shift or offering overtime if any (including whether to cover a full shift, part shift, or offer overtime before or after a shift, or a DOC).

#### **60. Time Off in Lieu of Payment for Overtime**

- 60.1 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.
- 60.2 Alternatively, by agreement with the employer, the employee may elect to be paid at ordinary rates for the time worked, and take time off at the rate of one half hour, or one hour, as the case may be, for each hour of overtime worked.
- 60.3 The employer shall, if requested by an employee, provide payment at the rate provided for in this clause for any overtime worked as per clause 59.1 where such time has not been taken within four weeks of accrual.
- 60.4 The employer shall record time off in lieu arrangements for each occasion this provision is used.

#### **61. Sunday Time**

- 61.1 Sunday means the period between 12 midnight Saturday and 12 midnight Sunday.
- 61.2 An officer ordinarily required to work on Sunday as part of their regular working week shall be paid for all time worked on Sunday during their ordinary hours of duty at the rate of double time. The extra single time allowance shall stand alone and be paid for independently of other time.
- 61.3 Officers who do not ordinarily work on Sunday shall be paid for any time worked on Sunday at the rate of double time.

#### **62. Saturday Time**

- 62.1 Saturday means the period between 12 midnight Friday and 12 midnight Saturday.
- 62.2 Notwithstanding anything contained in this Award, all time worked on Saturday which forms part of the ordinary hours for the week shall be paid for at the rate of time and a half.
- 62.3 Time paid under this provision shall not be subject to any extra salary payment whatsoever under any other clause of this Award provided, however, that time which forms part of the ordinary hours for the week shall continue to be taken into consideration for the calculation of overtime.

#### **63. Shift Work Allowance**

- 63.1 Definitions for the purpose of this clause are:
- 63.1.1. Afternoon Shift means a shift which commences before 6.00pm and concludes at or after 6.30pm.
- 63.1.2. Night Shift means a shift which commences at or between 6.00pm and 3.59am.
- 63.1.3. Early Morning Shift means a shift which commences at or between 4.00am and 5.30am.



**63.2 Shift Work Allowances**

63.2.1. For all paid time on duty not subject to overtime penalty on the day on ordinary shifts on days other than a Sunday, Saturday or a Public Holiday, an employee in receipt of an adult salary rate shall receive an allowance as set out in Item 1 of Schedule C.

63.2.2. Other officers shall be paid half the allowance herein prescribed for the same time on duty.

63.2.3. In calculating the allowances herein prescribed, broken parts of an hour of less than 30 minutes shall be disregarded and 30 minutes to 59 minutes shall be paid for as an hour.

63.2.4. In addition to the allowances prescribed herein, an employee in receipt of an adult salary rate who signs on or off at or between 1.01am and 3.59am on Monday to Friday shall be paid a loading for that shift as outlined in Item 2 of Schedule C provided that such loading is not payable on a Public Holiday or overtime shift.

63.2.5. Other officers shall be paid half the loading herein prescribed for the same turn of duty.

**64. Time Off Between Shifts**

64.1 Other than in cases of unavoidable necessity, officers who are engaged in shift work shall be allowed a minimum of ten hours between shifts.

**65. Rostered Day Off**

65.1 An officer's Rostered Day Off (RDO) shall consist of not less than 24 hours from time signed off until time signed on again.

65.2 When an employee works on their RDO and is not given another day off in lieu in the same week, time worked shall stand alone and be paid for at the rate of double time if a Saturday or Sunday, or at the rate of time and a half for the first three hours and double time thereafter if any other day.

65.3 Any employee who attends a Departmental conference on their RDO, or who sits for an examination on their RDO, shall have another day off granted in lieu of the time so occupied.

65.4 This clause shall not operate in the cases of employees attending for any re-examinations.

**66. Excess Travelling Time**

66.1 Any employee who takes up duty temporarily away from their usual workplace shall be paid at ordinary rates for any extra time occupied in travelling to and from such point of duty.

66.1.1. Payment shall be based on the shortest practical route in excess of that usually occupied in travelling between their residence and usual workplace.

66.1.2. In addition the employee shall be paid an allowance of 25 minutes, calculated as per sub-clause 66.4, daily in lieu of all scheduled connections.

66.2 Any employee who takes up duty temporarily away from their usual workplace shall be paid the amount of any additional fares reasonably incurred in travelling to and from such temporary point of duty.

66.3 For the purposes of this clause employees shall be regarded as not being on duty away from their usual workplace when working in any place within 3.2 kilometres of such usual workplace measured by the nearest practical route.

66.4 Ordinary rates for the purposes of sub-clause 66.1, means the rates paid for the work on which the employee is engaged for the day.

- 66.5 When an employee is required to travel on duty outside the hours of his/her normal rostered shift, the employee shall be paid for such travelling time at single rate, except where otherwise provided herein, to the extent that it exceeds two hours in each period of 24 hours but such payment shall be subject to a maximum of 12 hours (8 hours when a sleeping berth is provided) in each 24 hours.
- 66.6 The period of 24 hours shall be deemed to commence when travel commences and where the period exceeds 24 hours the time to be paid shall be computed afresh after expiration of each 24 hours absence.
- 66.7 Payment for travelling time on a Saturday shall be at the rate of time and a quarter, and on a Sunday or a Public Holiday shall be at the rate of time and a half.
- 66.8 Employees whose salary rates are in excess of the maximum prescribed for Clerk, Special Grade, shall not be eligible for the payment of travelling time.
- 66.9 Travelling time which is payable under this clause shall not be paid at a salary rate exceeding the maximum prescribed salary for Clerk Grade 6.

### **67. Change of Usual Workplace**

- 67.1 The usual workplace of an employee shall not be altered in any case where it is known at the time of transfer or temporary relocation to another place of employment that the employee will be required to work at such place for less than six months. This clause shall not apply to officers who are surplus to requirements.

### **68. Increment Increases**

- 68.1. Annual increment increases for all Salaried employees covered by this Award will only be approved subject to satisfactory performance. Such assessment of performance is to be completed prior to each employee's anniversary of appointment to their current position.

### **69. Termination of Employment**

Notice of termination by employer

- 69.1 In order to terminate the employment of a full-time or regular part-time employee the employer shall give to the employee the period of notice specified in the table below:

Period of continuous service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 69.2 In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- 69.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 69.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- 69.5 The period of notice in this clause, shall not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first 14 days, neglect of duty or misconduct and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.

## Notice of termination by an employee

- 69.6 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- 69.7 If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

## Time off during notice period

- 69.8 Where an employer has given notice of termination to an employee, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

**70. Salary Rates**

- 70.1 Employees performing work within the classifications listed in the following tables will be paid annual salary at no less than the minimum rate adjacent to the relevant classification.

## 70.2 Junior Salaries

Age	Relativity %
Under 17	44
At 17	50
At 18	57
At 19	68
At 20	75

## 70.3 Salaried Officers

Grade	Relativity %
1	83
2	100
3	103
4	110
5	118
6	129
Special	140

**71. Classification Structure**

- 71.1 The parties acknowledge that in the life of this Award, positions will be evaluated and classified into relevant pay grades using the Mercer methodology (Cullen Egan Dell), unless State Transit's classification system changes, subject to the provisions in clause 19- Communication and Consultation.

**PART 2A****ADMINISTRATIVE STREAM****72. Direct Appointment**

- 72.1 It is agreed that where a position is elevated by one grade the incumbent may be directly appointed to the new grade or the position advertised, with each particular circumstance to be assessed by the employer at the time and following consultation with the union or other employee representative, where applicable.

**73. Filling of Authorised Positions**

- 73.1 When a position becomes vacant, the employer shall determine if the position is to continue as an authorised position.
- 73.2 The employer will fill vacant positions which it intends to maintain on its establishment within six months either permanently or in accordance with Clause 23 - Temporary Appointment.

**74. Traineeships**

- 74.1 It is agreed that traineeships be offered by the employer to enable such employees to gain Salaried Officers experience, with the possibility of future appointment within the administrative areas.

**PART 2B****MAINTENANCE STREAM****75. Filling of Authorised Positions**

- 75.1 When a position becomes vacant, the employer shall determine if the position is to continue as an authorised position.
- 75.2 The employer will fill vacant positions which it intends to maintain on its establishment within six months either permanently or in accordance with Clause 23 - Temporary Appointment.

**76. Flexibility**

- 76.1 In order to be cost-effective and ensure quality standards are met, the parties agree that all employees will perform their allocated duties in an efficient and timely manner.
- 76.2 The parties agree that no artificial barriers will be created to inhibit employees carrying out duties in which they are competent. Competence is acknowledged as being suitably qualified, licensed (where applicable) or having received any other recognised training either on-site or off-site.

**77. Master Roster Changes**

- 77.1 To ensure roster changes can be implemented within a short period of time and hence gain the maximum benefit it is agreed between the parties that 14 days notice is to be given to employees where a master roster is to be changed.

**PART 2C****OPERATIONAL SUPPORT STREAM****78. Revenue Rooms**

- 78.1 To ensure services are maintained outside normal administrative hours, it is agreed between the parties that operations supervisory staff on duty at the depot can enter the revenue room to perform the following duties:

Change note fold, if necessary.

Rectify faults as required.

Rebooting computers and saving information.

Issue of lost property.

- 78.2 Employees undertaking these duties will receive appropriate training associated with safe custody, cash regulations and security arrangements. Such training to be supplemented by prescribed procedures in the performance of this work, which are consistent with safe custody of cash and property requirements.

#### **79. Pass Issue**

- 79.1 It is agreed between the parties, Duty Officers and Corridor Supervisors may be utilised to verify, issue or receive holiday passes in emergency situations outside of normal office hours. The audit requirements relative to the custody and security of passes are to be adhered to.

#### **80. Check Validity of Licences/Accreditation and Bus Operator Presentation**

- 80.1 Duty Officers and Corridor Supervisors and Revenue Protection Officers can be required to check Roads and Traffic Authority licenses, Ministry of Transport accreditation of staff operating the employer's vehicles and the presentation of Bus Operators.

#### **81. Cleaning and Maintaining Street Furniture, Ticket Readers and Driver Consoles**

- 81.1. It is agreed between the parties that Duty Officers and Corridor Supervisors will perform minor cleaning and maintenance to street furniture. In addition they will exchange on board Automatic Fare Collection equipment (TR's and DC's) and undertake minor repairs to the extent that warranty requirements are not being breached.
- 81.2 Any employee covered by this Award who has the skills may be utilised to exchange on board ticketing equipment (TR's and DC's) and undertake minor repairs to the extent that warranty requirements are not being breached.

#### **82. Performance Assessment of Bus Operators**

- 82.1 To achieve and maintain customer support and satisfaction it is necessary to meet performance indicators and monitor those indicators.
- 82.2 To determine if Bus Operators are meeting the required standards, it is agreed between the parties that Duty Officers, Corridor Supervisors and Revenue Protection Officers will monitor bus operator performance.

#### **83. Minor Bus Repairs**

- 83.1 Subject to determination of a list of repairs in conjunction with a Depot Service Manager, Duty Officers and Corridor Supervisors will perform minor bus repairs. It is anticipated this work will be performed by the mobile truck and at selected terminals.

#### **84. Bus Operations**

- 84.1 Duty Officers and Corridor Supervisors are to maintain bus operator accreditation to operate bus services in the event of an emergency and the unavailability of on-call staff. This action is limited to the operation of a bus to the nearest terminus, setting down only. As well, the Employee must have driven a bus on a public roadway or have undertaken refresher training ("Brush-Up") within the preceding three months prior to taking over the control of any bus in traffic.

#### **85. Handover Period**

- 85.1 Where a Duty Officer, a Corridor Supervisor, a Newcastle Bus and Ferries Control Room Operator, or a Radio Room Supervisor signs off and is replaced, and their work is taken over by another Duty Officer, a Corridor Supervisor, a Newcastle Bus and Ferries Control Room Operator, or a Sydney Radio Room Supervisor, there will be a ten minute handover period built into the shift.

**86. Revenue Protection Unit**

- 86.1 Revenue Protection Officers and Senior Revenue Protection Officers cannot have their rostered revenue protection shifts cancelled to cover work at any depot.
- 86.2 However, Revenue Protection Officers and Senior Revenue Protection Officers who are qualified may volunteer to cover a Duty Officer's or Corridor Supervisor's shifts according to the roster principles as well as special event days such as Mardi Gras and New Year's Eve, where they are not rostered to on to work a revenue protection shift on a particular day.

**87. Fatigue Management**

- 87.1 The parties recognise the application of the fatigue management principles to all transport safety work. The parties are committed to abide by current and future legislation relating to fatigue management in the rostering of all transport safety work.

**88. Duty Officer (Night) Relief**

- 88.1 All current work practices concerning Duty Officer (Night) relief work will be undertaken by suitably qualified Bus Operators, by examination.
- 88.2 There will be no changes to the relief duties currently applying to the Bus Operations structure (refer to clauses 92.31 to 92.44 inclusive, of this Award).

**89. Newcastle Revenue Protection Function**

- 89.1 The management of Newcastle Bus and Ferries, and the Head of Revenue Protection of the employer shall determine the overall direction of Newcastle revenue protection functions, subject to the policies of the employer, and the delegated authority.
- 89.2 The operation of Newcastle revenue protection day-to-day activities shall be managed by Newcastle Bus and Ferries management.
- 89.3 The relief pool for Newcastle revenue protection operations shall be two employees who are suitably qualified to act up and perform revenue protection activities. Such employees shall revert to substantive positions at the conclusion of the relief work. The employees shall be drawn exclusively from Newcastle Bus and Ferry operations.

**90. Transport Operations Centre Qualification Training**

- 90.1 The employer will provide periodical training for employees who wish to work in the Transport Operations Centre.
- 90.2 Applicants for the training will be selected on merit.
- 90.3 Successful applicants will participate in a full training course that will provide them with the skills to work in the Transport Operations Centre.
- 90.4 Applicants who successfully complete the training will participate in a Transport Operations Centre development program.
- 90.5 Once qualified, employees will be added to a development pool, consisting of no less than eight employees.
- 90.6 Qualified employees will be rostered periodically to work in the Transport Operations Centre. This will be done on a rotational basis through the development pool.
- 90.7 Qualified employees may be asked to work in the Transport Operations Centre from time to time subject to operational requirements.

### **91. Operational Support Review**

91.1 The parties agree to continue to evaluate the Depot Operational Supervision and Support Review.

91.2 Such review is to incorporate, but not be limited to the following:

Training & development requirements.

Competency based structure.

Career Development and succession.

Capacity to cross and multi-skill all Employees.

### **92. Duty Officers and Corridor Supervisors' Roster Principles (Sydney & Newcastle)**

92.1 These principles only apply to those employees that are classified as, or acting as, Corridor Supervisors and Duty Officers and will be rostered 152 ordinary hours in a four-week cycle.

92.2 Employees will be rostered one ADO in each four-week roster cycle.

#### **CONSULTATION**

92.3 In the construction and maintenance of rosters, management will consult with employees.

92.4 When consulting with employees, the following issues should be considered:

Occupational, Health & Safety.

Carer's responsibilities.

Impact upon the family and social responsibilities of the affected employee.

#### **MASTER ROSTER**

92.5 A master roster is the template that all period rosters are based upon and will contain all known work.

#### **INTRODUCTION OF MASTER ROSTERS**

92.6 In order to meet changing customer, operational and commercial requirements, it is necessary from time to time to alter rosters to cater for changed circumstances.

92.7 Master rosters shall be adjusted on the provision of 28 days notice up to a maximum of twice per calendar year, except in exceptional circumstances, and in consultation with affected employees, master rosters will be adjusted in the following manner:

92.7.1. On the 28th day prior to introduction, a copy of the new duty and period roster is to be given to all affected employees and an additional copy placed on the depot notice board.

92.7.2. On the 21st day prior to introduction, concerns raised with the rosters are to be provided to the relevant Manager. During the next seven days, the relevant Manager is to modify the roster on the basis of concerns raised, providing such alterations do not impact on the overall efficiency and cost of the roster.

92.7.3. The roster is to be displayed on the Tuesday prior to introduction.

92.8 Rosters will be worked where they comply with all relevant policies, industrial instruments and MOT/RTA regulations.

## PERIOD ROSTERS

- 92.9 Four weekly period rosters are constructed by using the master roster as the template and then making the necessary alterations to shifts or lines of work in accordance with the business needs for the ensuing four weeks, which includes all known work.
- 92.10 Period rosters will be posted on the Tuesday prior to the commencement of the new period roster on the Sunday.
- 92.11 When constructing the period roster, if a day off pattern in the period roster is altered to be different to the master roster, the relevant manager will consult with affected employees, except during a week where a Public Holiday falls on a weekday. In such instance a day off may be inserted into the Public Holiday.
- 92.12 If an employee has had approval to clear a Public Holiday, there will be no requirement to work the Public Holiday unless otherwise agreed between the employee and employer.
- 92.13 Employees may exchange shifts by mutual agreement providing management approves the exchange.
- 92.14 Special events are to be built into the period roster where known and will also be posted at least 14 days prior to the event where known. When notice of a special event is obtained after the posting of the period roster, the rosters are to be altered in consultation with affected employees.
- 92.15 When constructing the period roster, if there are more cut-out lines of work than there are holiday relief staff and that cut-out line of work is two weeks duration (14 calendar days) or more, then that line of work will be offered to a suitably qualified Corridor Supervisor or Duty Officer. If the cut-out line of work is less than two weeks duration (14 calendar days) and if the employer determine that the short-term cancellation of the shift would adversely impact on the employer's delivery of services to customers (passengers), then those shifts will be DOC'd into the existing roster.

## DAILY MAINTENANCE OF PERIOD ROSTERS

- 92.16 No alteration shall be made to the hours of work of any employee except in cases of sickness, accident, failure of duty or suspension from duty of an employee, attendance of an employee at court or leave for employees at short notice, unless the employee is notified of such alteration on attending for duty on the shift proceeding the one altered. The notice period can be waived by mutual agreement between the employer and employee. If an employee has two days off together, they must be advised of any alteration of their work on the first day of their days off.
- 92.17 The provisions of this clause do not apply in emergencies or unforeseen circumstances.
- 92.18 Where the employer makes a decision to fill a vacant Corridor Supervisor or Duty Officer shift at any depot the following procedures will apply:
- 92.18.1 When maintaining the period roster, if cut-out work of 2 weeks duration (14 calendar days) or more becomes available, then that cut-out work will be offered to a suitably qualified Corridor Supervisor or Duty Officer. If the cut-out work is less than two weeks duration (14 calendar days), then those shifts will be DOC'd into the existing roster following the below procedure:
- 92.18.2 When the vacant shift is to be DOC'd into the roster, it will be offered to the Corridor Supervisor or Duty Officer from the depot/area where the vacant shift exists in the order of least amount of offered DOCs for the current financial year.
- 92.18.3 Should there be no officer from the depot/region where the vacant shift exists available to fill the vacant shift, the shift will be offered to Corridor Supervisors and Duty Officers from other areas in Sydney. The shift to be DOC'd will be offered to the officer with the least amount of offered DOCs for the current financial year, at the depot closest to where the shift is to be worked.



- 92.18.4 Should there be no officer available to fill the vacant shift, then qualified Revenue Protection Officers not rostered for work on the day may be asked to fill the shift.
- 92.18.5 If the employer has exhausted all options available, a Senior or Salaried Employee may be rostered to assist a Corridor Supervisor or Duty Officer with their duties.
- 92.19. Employees will not be called upon to work a broken shift on a Saturday, Sunday or Public Holiday.
- 92.20. Any employee that attends for duty in accordance with instructions but is not required, shall receive a minimum of five hours pay unless at least 12 hours notice was given to them that they were not required for duty.
- 92.21. If an employee commences duty and is not required for the full shift, they will receive a minimum of seven hours pay.
- 92.22. Employees that perform shift work will have one week in every three away from shifts that finish between midnight and 8am. This will only occur where it is a practical option.

#### OVERTIME

- 92.23 Employees will only work overtime when they have been properly authorised to do so.
- 92.24 Employees will be provided with 24 hours notice of the requirement to work overtime where it is practical to do so.
- 92.25 Employees will have a ten hour break between shifts.
- 92.26 Period rosters will show the commencement and finishing times of all shifts. This clause does not apply in cases of emergency or special events.

#### EMPLOYEES ON LOAN

- 92.27 Employees on loan to other depots will be provided with secure facilities for personal items.

#### REDUCTIONS IN LINES OF WORK

- 92.28 Affected employees will be consulted when the number of lines on a roster is reduced.

#### VACANT LINE OF WORK

- 92.29 When a line of work becomes vacant at any depot/region it will be filled by an employee at that depot/region with a transfer lodged for the line of work. The resultant vacancy will be filled by an employee with a transfer lodged for the depot/region in which the line of work has become vacant providing there is no Excess Employee within the grade that either have the skills or can acquire the skills in the timeframe pursuant to the employer's Excess Employees Policy. In this case, the position will be filled by the Excess Employee. If there are no Excess Employees available and no transfers lodged, the vacant line of work will be advertised and filled on merit.
- 92.30 When a line of work becomes vacant the employer will:
- 92.30.1 Make a decision about how the position is to be filled.
- 92.30.2 If the position is to be filled, either permanently or in accordance to clause 23 - Temporary Appointment, the process of filling the position will be fully completed within 12 weeks from the position becoming vacant.
- 92.30.3 If the employer makes a decision to abolish the position, it will enter into a consultative process pursuant to clause 19.

**CONSTRUCTION OF DUTY OFFICER (NIGHT) PERIOD ROSTER**

- 92.31 When constructing the period roster, existing relief arrangement enabling suitably qualified Bus Operators, qualified by examination, to perform Duty Officer (Night) cut-out lines of work are to continue.
- 92.32 When constructing the new period roster, the Duty Officer (Night) "ADO" shift should not be covered by either qualified Bus Operator or Duty Officer (Night) rosters until it can be determined if there will be Days Off Cancelled (DOC) in the Bus Operators' rosters.

**DAILY MAINTENANCE OF DUTY OFFICER (NIGHT) ROSTER**

- 92.33 If the Bus Operator's staff position is such that the DOC's are being rostered, then the vacant shift (including ADO shift) is rostered into the Duty Officer (Night) line of work as a DOC.
- 92.34 If the Bus Operator's staff position is such that there are no DOCs being rostered, then the vacant Duty Officer (Night) shift is to be rostered to a suitably qualified Bus Operator as an ordinary shift.

**93. Sydney Radio Room Roster Principles**

- 93.1 These principles only apply to those employees that are classified, or acting, as Radio Room Supervisors or Operators and will be rostered 152 ordinary hours in a four-week cycle.
- 93.2 Employees will be rostered one ADO in each four-week roster cycle.

**CONSULTATION**

- 93.3 In the construction and maintenance of rosters, management will consult with employees.
- 93.4 When consulting with employees, the following issues should be considered
- Occupational, Health & Safety.
  - Carer's responsibilities.
  - Impact upon the family and social responsibilities of the affected employee.

**MASTER ROSTER**

- 93.5 A master roster is the template that all period rosters are based upon.

**INTRODUCTION OF MASTER ROSTERS**

- 93.6 In order to meet changing customer, operational and commercial requirements it is necessary from time to time to alter rosters to cater for changed circumstances.
- 93.7 Master rosters shall be adjusted on the provision of 28 days notice up to a maximum of twice per calendar year, except in exceptional circumstances, and in consultation with affected employees, master rosters will be adjusted in the following manner:
- 93.7.1. On the 28th day prior to introduction, a copy of the new duty and period roster is to be given to all affected employees and an additional copy placed on the depot notice board.
  - 93.7.2. On the 21st day prior to introduction, concerns raised with the rosters are to be provided to the relevant manager. During the next seven days, the relevant manager is to modify the roster on the basis of concerns raised, providing such alterations do not impact on the overall efficiency and cost of the roster.
  - 93.7.3. The roster is to be displayed on the Tuesday prior to introduction.

- 93.8. Rosters will be worked where they comply with all relevant policies, the industrial instruments and relevant Regulations.

#### PERIOD ROSTERS

- 93.9 Four weekly period rosters are constructed by using the master roster as the template and then making the necessary alterations to shifts or lines of work in accordance with the business needs for the ensuing four weeks, which includes all known work.
- 93.10 Period rosters will be posted on the Tuesday prior to the commencement of the new period roster on the Sunday.
- 93.11 When constructing the period roster, if a day off pattern in the period roster is altered to be different to the master roster, the relevant manager will consult with affected employees, except during a week where a Public Holiday falls on a weekday. In such instance, a day off may be inserted into the Public Holiday.
- 93.12 When constructing the period roster, higher-grade supervisor duties should be rostered first on a rotational basis. The suitability of a Radio Room Operator to act in the Supervisor's position will be at the discretion of management in consultation with a Radio Room Supervisors and the employee's representative. Once rostered the supervisor shift, that employee will be deemed to be the Supervisor on that shift unless a mutual swap is arranged with a Supervisor whom has been rostered a DOC.
- 93.13 If an employee has had approval to clear a Public Holiday, there will be no requirement to work the Public Holiday unless otherwise agreed between the employee and employer.
- 93.14 Employees may exchange shifts by mutual agreement providing management approves the exchange, the exchange will not be in breach of fatigue management principles and will be in accordance with any industrial instruments governing the employees.
- 93.15 Special events shifts are to be built into the period roster where known and will also be posted 14 days prior to the event where known. When notice of a special event is obtained after the posting of the period roster, the rosters are to be altered in consultation with affected employees.
- 93.16 When constructing the period roster, if there are more cut-out lines of work than there are holiday relief staff and that cut-out line of work is one week duration (seven calendar days) or more, then that line of work will be offered to a suitably qualified employee from the relief pool. If the cut-out line of work is less than one week duration (seven calendar days), then those shifts will be DOC'd into the existing roster.

#### DAILY MAINTENANCE OF PERIOD ROSTERS

- 93.17 No alteration shall be made to the hours of work of any employee except in cases of sickness, accident, failure of duty or suspension from duty of an employee, attendance of an employee at court or leave for employees at short notice, unless the employee is notified of such alteration on attending for duty on the shift proceeding the one altered. The notice period can be waived by mutual agreement between the employer and employee. If an employee has two days off together, they must be advised of any alteration of their work on the first day of their days off.
- 93.18 The provisions of this clause do not apply in emergencies or unforeseen circumstances.
- 93.19 Where the employer makes a decision to fill a vacant Radio Room Supervisor or Operator shift, the following procedures will apply:
- 93.19.1 When maintaining the period roster, if cut-out work of one week duration (seven calendar days) or more becomes available, then that work will be offered to a suitably qualified employee from the relief pool. If the cut-out work is less than one week duration (seven calendar days), then those shifts may, at the discretion of the management, be DOC'd into the existing roster following the below procedure:

- 93.19.2 When the vacant shift is to be DOC'd into the Radio Room Period Roster, it will be offered to the Supervisor or Operator in the order of least amount of offered DOC's for the current financial year.
- 93.19.3 Should there be no Radio Room Supervisor or Operator rostered off on the day and the employer determine that the shift must be covered, overtime can be offered to Radio Room Supervisors or Operators to cover the shift providing that the extended shift does not exceed 12 hours. If this overtime cannot be worked, then the shift will be rostered to a suitably qualified employee from the relief pool.
- 93.20 Employees will not be called upon to work a broken shift on a Saturday, Sunday or Public Holiday.
- 93.21 Any employee that attends for duty in accordance with instructions but is not required, shall receive a minimum of five hours pay unless at least 12 hours notice was given to them that they were not required for duty.
- 93.22 If an employee commences duty and is not required for the full shift, they will receive a minimum of seven hours pay.
- 93.23 Employees that perform shift work will have one week in every three away from shifts that finish between midnight and 8am. This will only occur where it is a practical option.

#### OVERTIME

- 93.24 Employees will only work overtime when they have been properly authorised to do so.
- 93.25 Employees will be provided with 24 hours notice of the requirement to work overtime where it is practical to do so.
- 93.26 Employees will have a ten hour break between shifts.
- 93.27 Period rosters will show the commencement and finishing times of all shifts. This clause does not apply in cases of emergency or special events.

#### EMPLOYEES ON LOAN

- 93.28 Employees on loan to the Radio Room will be provided with secure facilities for personal items

#### REDUCTIONS IN LINES OF WORK

- 93.29 Affected employees will be consulted when the number of lines on a roster is to be reduced.

#### VACANT LINE OF WORK

- 93.30 When a line of work becomes vacant, it will be first offered to the holiday relief employee. If there are no Excess Employees available and no transfers lodged, the vacant line of work will be advertised and filled on merit.
- 93.31 When a vacant line of work becomes vacant the employer will:
- 93.31.1 Make a decision about how the position is to be filled.
- 93.31.2 If the position is to be filled, either permanently or in accordance to clause 23 - Temporary Appointment, the process of filling the position will be fully completed within 12 weeks from the position becoming vacant.
- 93.31.3 If the employer makes a decision to abolish the position it will enter into a consultative process pursuant to clause 19.

#### **94. Revenue Protection Unit Roster Principles**

94.1 These principles only apply to those employees that are classified or are acting in the positions of Senior Revenue Protection Officers (SRPO) or Revenue Protection Officers (RPO) and will be rostered 152 ordinary hours in a four week cycle.

94.2 Employees will be rostered one ADO in each four week roster cycle.

#### **CONSULTATION**

94.3 In the construction and maintenance of rosters management will consult with employees.

94.4 When consulting with employees the following issues should be considered:

Occupation, Health & Safety

Carer's responsibilities.

Impact upon the family and social responsibilities of the affected employee.

#### **MASTER ROSTER**

94.5 A master roster is the template that all period rosters are based upon.

#### **INTRODUCTION OF MASTER ROSTERS**

94.6 In order to meet changing customer, operational and commercial requirements, it is necessary from time to time to alter rosters to cater for changed circumstances.

94.7 Master rosters shall be adjusted on the provision of 28 days notice up to a maximum of twice per calendar year, except in exceptional circumstances, and in consultation with affected employees, master rosters will be adjusted in the following manner:

94.7.1. On the 28th day prior to introduction, a copy of the new duty and period roster is to be given to all affected employees and an additional copy placed on the depot notice board.

94.7.2. On the 21st day prior to introduction, concerns raised with the rosters are to be provided to the relevant manager. During the next seven days, the relevant manager is to modify the roster on the basis of concerns raised, providing such alterations do not impact on the overall efficiency and cost of the roster.

94.7.3. The roster is to be displayed on the Tuesday prior to introduction.

94.8 Rosters will be worked where they comply with all relevant policies and industrial instruments.

#### **PERIOD ROSTERS**

94.9 Four weekly period rosters are constructed by using the master roster as the template and then making the necessary alterations to shifts or lines of work in accordance with the business needs for the ensuing four weeks.

94.10 Period rosters will be posted on the Tuesday prior to the commencement of the new period roster on the Sunday.

94.11 When constructing the period roster, if a day off pattern in the period roster is altered to be different to the master roster, affected employees will be consulted, except during a week where a Public Holiday falls on a weekday. In such instance, the day off may be inserted into the Public Holiday.

- 94.12 When constructing the period roster, vacant SRPO duties will be rostered first on a rotational basis to suitable RPOs from that team of RPOs. The suitability of a RPO to act in the SRPO's position will be at the discretion of management in consultation with a SRPO and the employee's representative. Once rostered the SRPO shift, that employee will be deemed to be the SRPO on that shift unless a mutual swap is arranged with a SRPO whom has been rostered a DOC.
- 94.13 If an employee has had approval to clear a Public Holiday, there will be no requirement to work the Public Holiday unless otherwise agreed between the employee and employer.
- 94.14 Employees may exchange shifts by mutual agreement providing management approves the exchange, the exchange will not be in breach of fatigue management principles and will be in accordance with any industrial instruments governing the employees.
- 94.15 Special events shifts are to be built into the period roster where known and will also be posted 14 days prior to the event where known. When notice of a special event is obtained after the posting of the period roster, the rosters are to be altered in consultation with affected employees.
- 94.16 In general, annual leave will be rostered to enable two employees (one pair) to be off at one time, except in Newcastle where existing leave arrangements apply.
- 94.17 When constructing the period roster, if it is apparent that there is a single cut-out line of work and this cut-out line of work is one week duration (seven calendar days) or more, then that line of work will be offered to a suitably qualified employee from the relief pool. If the cut-out line of work is less than one week duration (seven calendar days), then those shifts will be DOC'd into the existing roster if there is an Employee rostered off.

#### DAILY MAINTENANCE OF PERIOD ROSTERS

- 94.18 No alteration shall be made to the hours of work of any employee except in cases of sickness, accident, failure of duty or suspension from duty of an employee, attendance of an employee at court or leave for employees at short notice, unless the employee is notified of such alteration on attending for duty on the shift proceeding the one altered. The notice period can be waived by mutual agreement between the employer and employee. If an employee has two days off together, they must be advised of any alteration of their work on the first day of their days off.
- 94.19 The provisions of this clause do not apply in emergencies or unforeseen circumstances.
- 94.20 Where the employer makes a decision to fill a vacant Revenue Protection Officer or Supervisor's shift, the following procedures will apply:
- 94.20.1 Whilst maintaining the period roster, if cut-out work of one week duration (seven calendar days) or more becomes available, then that line of work will be offered to a suitably qualified employee from the relief pool. If the cut-out work is less than one week duration (seven calendar days), then those shifts may, at the discretion of the management, be DOC'd into the existing roster following the below procedure.
- 94.20.2 When the vacant shift is to be DOC'd into the Revenue Protection Unit's Period Roster, it will be offered to the SRPO or RPO in the order of least amount of offered DOCs for the current financial year.
- 94.20.3 Should there be no SRPO or RPO rostered off on the day and management determine that the shift must be covered, overtime can be offered to SRPOs or RPOs to cover the shift providing that the extended shift does not exceed 12 hours. If this overtime cannot be worked, then the shift will be rostered to a suitably qualified employee from the relief pool.
- 94.21 Employees will not be called upon to work a broken shift on a Saturday, Sunday or Public Holiday.

- 94.22 Any employee that attends for duty in accordance with instructions but is not required, shall receive a minimum of five hours pay unless at least twelve hours notice was given to them that they were not required for duty.
- 94.23 If an employee commences duty and is not required for the full shift, they will receive a minimum of seven hours pay.
- 94.24 Employees that perform shift work will have one week in every three away from shifts that finish between midnight and 8am. This will only occur where it is a practical option.

#### OVERTIME

- 94.25 Employees will only work overtime when they have been properly authorised to do so.
- 94.26 Employees will be provided with 24 hours notice of the requirement to work overtime where it is practical to do so.
- 94.27 Employees will have a ten hour break between shifts.
- 94.28 Period rosters will show the commencement and finishing times of all shifts. This clause does not apply in cases of emergency or special events.

#### REDUCTIONS IN LINES OF WORK

- 94.29. Affected employees will be consulted when the number of lines on a roster is to be reduced.

#### VACANT LINE OF WORK

- 94.30 When a line of work becomes vacant, if there are no Excess Employees available and no transfers lodged, the vacant line of work will be advertised and filled on merit.
- 94.31 When a line of work becomes vacant the employer will:
- 94.31.1. Make a decision about how the position is to be filled,
  - 94.31.2. If the position is to be filled, either permanently or in accordance to clause 23 - Temporary Appointment, the process of filling the position will be fully completed within 12 weeks from the position becoming vacant.
  - 94.31.3. If the employer makes a decision to abolish the position it will enter into a consultative process pursuant to clause 19.

### **PART 3**

#### **SENIOR OFFICER STREAM**

##### **95. Hours of Work for Senior Officers**

- 95.1 The ordinary hours of work for full time Senior Officers covered by this Award shall be 38 hours per week.
- 95.2 Casual and Temporary Senior Officers may be required to work at any of the employer's work locations.
- 95.3 Ordinary hours of duty may be worked to provide for 152 hours work in a four-week work cycle to enable officers to have one day off duty during that cycle by accruing additional working time on other working days, such hours to be arranged within shift limits specified in 95.1. Payment in these circumstances to be made on an averaging basis of 76 ordinary hours a fortnight.

## 96. Span of Hours

- 96.1 The hours of duty specified in clause 95 shall, as far as practicable, be worked between 8.30 a.m. and 5.30 p.m. but where the requirements of the service call for work during other periods, such periods may be fixed by the employer, provided that the times between which the ordinary hours shall be worked may be altered by agreement between the employer and the union.

## 97. Overtime & Recall to Duty Provisions for Senior Officers

### Overtime

- 97.1 Senior Officers covered by this Award are not entitled to payment for time worked in excess of their ordinary hours of duty. However, the employer and employees and their representatives, may make arrangements for a payment to be made to employees required to work overtime, consistent with sub-clause 97.2.
- 97.2 Subject to the prior approval of the relevant General Manager, Senior Officers required to perform additional duties outside normal hours (e.g. extraordinary activities, special projects and special events), shall be paid at the rate of time and one half for time worked on such additional duties.
- 97.3 When overtime work is necessary it shall, where reasonably practicable, be arranged so that employees have at least ten consecutive hours off duty between the work of successive days.

### Recall to Duty

- 97.4 A Senior Officer recalled to duty outside of the employee's normal working hours shall be paid a minimum of three hours at the rate prescribed in sub-clause 97.2. No additional payment will be provided for travel time involved in any recall to duty under this clause.
- 97.5 Any claim made by a Senior Officer in accordance with this clause, must be approved by the Senior Officer's General Manager.

### Time off in lieu

- 97.6 Where overtime is payable to a Senior Officer, and where the relevant General Manager agrees, a Senior Officer may elect to take time off in lieu of overtime. Provided that time off in lieu for overtime shall be at single time only and not time and one half.
- 97.7 Where a Senior Officer has not cleared time off in lieu within three months of accrual, the Senior Officer shall be paid for the time in lieu at the appropriate rate or rates.
- 97.8 The employer shall record time off in lieu arrangements for each time this provision is used.

## 98. Transfers Within the Division

- 98.1 Transfers to similar positions of the same grade in other locations or divisions within the Division will be permitted, subject to management determination and recognising the needs of the business.

## 99. Performance Agreement Programs

- 99.1 Increment increases for all Senior Officers will be subject to satisfactory performance.
- 99.2 The General Manager, Human Resources, will determine performance agreement programs for each area or classification. Individual performance agreements will be developed and agreed between the individual employee and their manager. The programs will include, but not be limited to:

being cyclical;

Incorporating a progress review process to operate during the overall cycle;



including specific goals or objectives linking the performance of individual employees to the employer's overall goals and objectives. These goals and objectives will be agreed between the Manager and employee on a cyclical 12 month period;

providing, as far as is possible, objectively measurable performance indicators;

including provisions for revising goals and objectives in the light of changed circumstances

- 99.3 The performance agreement programs will be designed to allow for one-step increment advances for satisfactory performance, accelerated advancement for outstanding performance by Senior Officers, or withholding advancement where performance does not meet expectations.
- 99.4 The General Manager, Human Resources will provide a review process for Officers who are dissatisfied with Assessment outcomes.
- 99.5 During the development of overall performance agreement programs, an incentive payment for employees at the top of their respective band will be developed.

### **100. Increment Increases**

- 100.1 A Senior Officer is entitled to annual increment advancement, subject to written certification of satisfactory performance in relation to their Performance Agreement by the appropriate manager in accordance with clause 99.
- 100.2 If an employee's performance has been unsatisfactory over the 12-month increment period subject to clause 30, the manager, in consultation with the relevant General Manager may make application to the General Manager, Human Resources to withhold a due increment. All cases must be fully documented with supporting reasons.
- 100.3 If an employee's performance has been exceptional over the 12-month increment period subject to clause 99, the Manager, in consultation with the Area General Manager may make application to the General Manager, Human Resources to grant a two-step increment. All cases must be fully documented with supporting reasons.

### **101. Filling of Authorised Positions**

- 101.1 When a position becomes vacant, the employer shall determine if the position is to continue as an authorised Position.
- 101.2 The employer will fill vacant positions which it intends to maintain on its establishment within six months either permanently or in accordance with Clause 23 - Temporary Appointment.

### **102. Salary Movement Linked to Promotion & Acting in Higher Grade**

- 102.1 Where an employee is promoted, or acts in a higher graded position, the employee will receive either:
- 102.1.1 The minimum salary of the grade of the position to which the employee is being promoted or is acting in; or
- 102.1.2 Should the employee's existing salary be greater than the minimum salary of the higher graded position, the employee shall progress to the service increment(s) within the grade which provides a minimum of 3 per cent to 5 per cent increase or greater.
- 102.2 The employer may offer a salary greater than that provided in sub-clauses 102.1.1 and 102.1.2 provided that the salary is no greater than the maximum increment of the relevant grade and that two General Managers, including the General Manager, Human Resources agree. Such approval must be documented and can only be given where both General Managers are satisfied that either:

102.3 The experience, ability and qualifications of the employee warrant a salary higher than that applying in subclauses 102.1.1 and 102.1.2, or

102.4 The employee's current rate of pay is already close to, or above, that provided in sub-clauses 102.1.1 and 102.1.2, necessitating a higher level in order to provide a financial incentive to accept the position.

## SCHEDULE A

### SENIOR OFFICERS' PAY RATES

Includes 3.75% increase applied 1 January 2009

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
A	\$68,332	\$70,711	\$73,260	\$76,108	\$79,414
B	\$78,671	\$81,265	\$84,074	\$87,148	\$90,482
C	\$87,724	\$90,598	\$93,731	\$97,040	\$100,622
D	\$97,469	\$100,662	\$104,084	\$107,974	\$112,185
E	\$107,219	\$110,784	\$114,889	\$119,353	\$124,284
F	\$119,055	\$123,013	\$127,420	\$132,243	\$137,624
G	\$130,054	\$134,644	\$139,671	\$144,957	\$150,814

Includes 3.75% increase applied 1 January 2010

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
A	\$70,894	\$73,363	\$76,007	\$78,962	\$82,392
B	\$81,621	\$84,312	\$87,227	\$90,416	\$93,875
C	\$91,014	\$93,995	\$97,246	\$100,679	\$104,395
D	\$101,124	\$104,437	\$107,987	\$112,023	\$116,392
E	\$111,240	\$114,938	\$119,197	\$123,829	\$128,945
F	\$123,520	\$127,626	\$132,198	\$137,202	\$142,785
G	\$134,931	\$139,693	\$144,909	\$150,393	\$156,470

Includes 3.75% increase applied 1 January 2011

Grade	Step 1	Step 2	Step 3	Step 4	Step 5
A	\$73,553	\$76,114	\$78,857	\$81,923	\$85,482
B	\$84,682	\$87,474	\$90,498	\$93,807	\$97,395
C	\$94,427	\$97,520	\$100,893	\$104,454	\$108,310
D	\$104,916	\$108,353	\$112,037	\$116,224	\$120,757
E	\$115,412	\$119,248	\$123,667	\$128,473	\$133,780
F	\$128,152	\$132,412	\$137,155	\$142,347	\$148,139
G	\$139,991	\$144,931	\$150,343	\$156,033	\$162,338

These rates do not include the Industry Allowance

## SCHEDULE B

### Salaried Officers' Pay rates

Clerk Grade 1	1 Jan 2009	1 Jan 2010	1 Jan 2011
1st year	\$36,163	\$37,519	\$38,926
2nd year	\$37,755	\$39,171	\$40,640
3rd year	\$39,005	\$40,468	\$41,986
4th year	\$40,613	\$42,136	\$43,716
5th year	\$41,694	\$43,258	\$44,880
6th year	\$42,944	\$44,554	\$46,225

Clerk Grade 2	1 Jan 2009	1 Jan 2010	1 Jan 2011
1st year	\$43,552	\$45,185	\$46,879
2nd year	\$44,159	\$45,815	\$47,533
Clerk Grade 3	1 Jan 2009	1 Jan 2010	1 Jan 2011
1st year	\$44,934	\$46,619	\$48,367
2nd year	\$46,031	\$47,757	\$49,548
3rd year	\$46,782	\$48,536	\$50,356
Clerk Grade 4	1 Jan 2009	1 Jan 2010	1 Jan 2011
1st year	\$47,709	\$49,498	\$51,354
2nd year	\$48,944	\$50,779	\$52,683
3rd year	\$50,271	\$52,156	\$54,112
Clerk Grade 5	1 Jan 2009	1 Jan 2010	1 Jan 2011
1st year	\$51,345	\$53,270	\$55,268
2nd year	\$53,351	\$55,352	\$57,428
3rd year	\$54,996	\$57,058	\$59,198
Clerk Grade 6	1 Jan 2009	1 Jan 2010	1 Jan 2011
1st year	\$56,080	\$58,183	\$60,365
2nd year	\$57,631	\$59,792	\$62,034
3rd year	\$59,806	\$62,049	\$64,376
Clerk Grade Special	1 Jan 2009	1 Jan 2010	1 Jan 2011
1st year	\$60,882	\$63,165	\$65,534
2nd year	\$64,102	\$66,506	\$69,000
3rd year	\$67,356	\$69,882	\$72,503

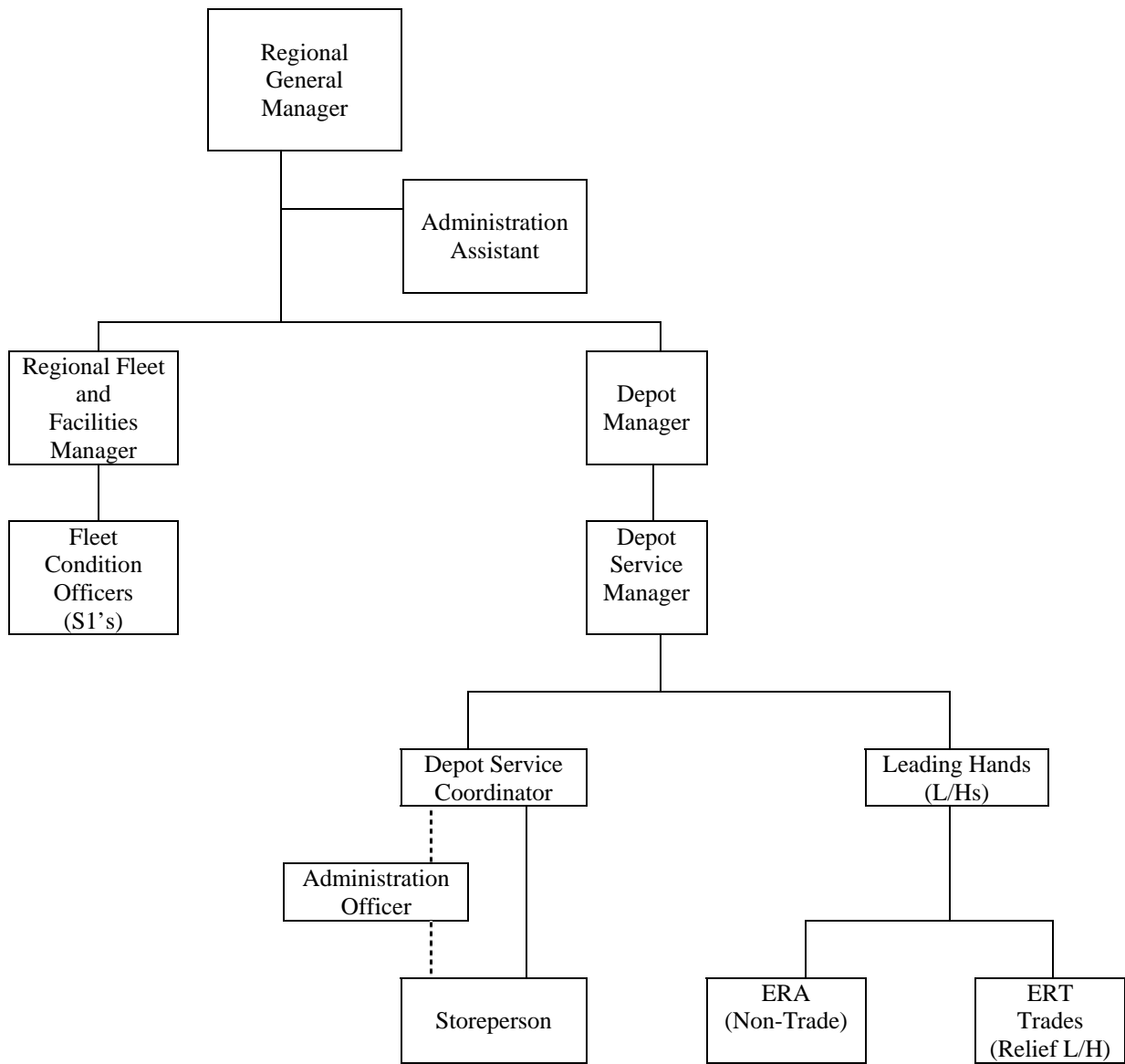
These rates do not include the Industry Allowance

## SCHEDULE C

### ALLOWANCES

Item	Description	1-Jan-2009	1-Jan-2010	1-Jan-2011
1	Shift Work Allowance			
	Afternoon Shift	\$2.85	\$2.96	\$3.07
	Night Shift	\$3.32	\$3.44	\$3.57
	Early Morning Shift	\$2.85	\$2.96	\$3.07
2	Shift Work Loading	\$2.18	\$2.26	\$2.35
3	Industry Allowance	\$2,076	\$2,154	\$2,235
4	Uniform Allowance			
	Complimentary Initial Issue:	3 trousers 7 shirts 2 items of jacket or vest or jumper 1 pair of shoes 1 State Transit winter jacket 1 Hat 1 Rain set		
	Annual uniform allowance (paid on an annual or six monthly basis) is equivalent to the cost of purchasing:	2 trousers 3 shirts 1 jacket		
		Note: Personal Protective Equipments (PPE) is subject to State Transit Fair Wear and Tear policy		

**SCHEDULE D**  
**MAINTENANCE STRUCTURE**



J. P. GRAYSON *D.P.*

(634)

SERIAL C7179

**SUGAR FIELD WORKERS (STATE) CONSOLIDATED AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 1231 of 2009)

Before Commissioner Macdonald

28 August 2009

**VARIATION**

1. Delete subclause (i) of clause 4, Safety Net Commitments, of the award published 16 March 2001 (323 I.G. 64), and insert in lieu thereof the following:
  - (i) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (a) any equivalent over-award payments; and/or
    - (b) award wage increase since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Rates of Pay**

Classifications	SWC 2008 Amount \$	SWC 2009 Adjustment 2.8%	SWC 2009 Amount \$
Field Workers			
From 14 to 16 years of age (50%)	282.20	7.90	290.10
From 16 to 18 years of age (60%)	338.60	9.50	348.10
Over 18 to 19 years of age (70%)	395.10	11.10	406.20
Over 19 years of age with			
Less than 12 months experience	547.60	15.30	562.90
More than 12 months experience	564.40	15.80	580.20
Mechanical Harvesting:			
Field Assistant/Mechanical Harvesting	568.70	15.90	584.60
Infield Buggy Driver	592.80	16.60	609.40
MHO Grade 3 (less than 12 months experience)	602.60	16.90	619.50
MHO Grade 2 (more than 12 months experience)	615.30	17.20	632.50
Rural Tradesperson/MHO Grade 1	642.90	18.00	660.90

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	SWC 2008 Amount \$	SWC 2009 Amount \$
1	3(ii)(a)	Oil tractors	0.33 per hour	0.34 per hour
2	3(ii)(b)	Cleaning drains	0.53 per hour	0.54 per hour

3	3(ii)(c)	Wet places	2.95 per day	3.05 per day
4	3(ii)(d)	Working in water 45 cm - 90 cm Over 90 cm	3.66 per day 3.95 per day	3.76 per day 4.06 per day
5	3(ii)(e)	Working in slurry	2.65 per day	2.72 per day
6	3(ii)(g)	Repairing mechanical equipment	0.49 per hour	0.50 per hour
7	3(ii)(h)	Field conditions allowance	0.76 per hour	0.78 per hour
8	21(i)	Fare and travelling	0.60 per km	0.60 per km

"Note": These allowances are contemporary for expense related allowances as at 30 June 2009 and for work related allowances are inclusive of adjustment in accordance with the July 2009 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 8 September 2009.

A. MACDONALD, Commissioner

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## **SYDNEY CATCHMENT AUTHORITY CONSOLIDATED AWARD 2008**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C7064 published 28 August 2009

(368 I.G. 1679)

(Nos. IRC 1713 of 2008 and 671 of 2009)

### **CORRECTION**

1. For instruction 3 substitute the following:
3. Insert after "SCHEDULE 4", in the Arrangement, the following new item:

#### **APPENDIX 1**

and insert after SCHEDULE 4, at the end of the award, the following new Appendix 1:

### **APPENDIX 1**

#### **SYDNEY CATCHMENT AUTHORITY MEMORANDUM OF UNDERSTANDING**

**May 2009**

1. Objectives

This Memorandum of Understanding (Memorandum) between the Sydney Catchment Authority, Association of Professional Engineers, Scientists and Managers Australia (APESMA) and the Australian Services Union (ASU) sets out the understanding and agreement of the parties in relation to wages and conditions outcomes for employees covered by the Sydney Catchment Authority Consolidated Award for the period 1 December 2008 to 30 June 2011.

The parties agree that the change of conditions and agency improvement initiatives outlined in this Memorandum underpin the agreement regarding the quantum of wage increases (above 2.5%) for the period covered by this Memorandum.

The Parties agree that this Memorandum will be implemented by:

- The making of a new award, to be known as the Sydney Catchment Authority Consolidated Award 2008
- variation to the Consolidated Award, with necessary amendments to, or addition of clauses, as required to give effect to the intent of this Memorandum, and
- variation to relevant procedures

The parties will make consent applications for a new award as soon as practicable after signing of this Memorandum and the award will remain in force until 30 June 2011. Unless specified otherwise in this MoU the parties agree that the changes to the Award will be finalised by consent application during the life of the Award. The parties agree that award matters in the MoU will be addressed through amendment to the award and that policy matters will be addressed by changes to policy.

This Memorandum of Understanding is designed to provide both parties with certainty of outcomes for the period of the Memorandum.

## 2. Definitions

For the purpose of this Memorandum of Understanding the following definitions apply:

"the Unions" means the ASU and APESMA;

"the Award" means the Sydney Catchment Authority (SCA) Consolidated Award 2008

"the Commission" means the Industrial Relations Commission of New South Wales;

"the Government" means the NSW Government;

"employee" means an employee covered by the Sydney Catchment Authority Consolidated Award 2008

"the parties" means the ASU & APESMA and the SCA

## 3. New Award

The parties will make consent application for a new award, incorporating those elements of this agreement to be included in the award, where applicable and specified.

The parties agree to progress work to rewrite the SCA Award during the life of the Award modernise and streamline conditions and remove obsolete clauses to ensure that a final version is endorsed and provided to the Industrial Relations Commission during this period.

## 4. Wages Agreement

Sydney Catchment Authority Consolidated Award 2008

The term of this award shall be for three years from 1 December 2008 until 30 June 2011 and will provide for:

4% increase in salaries from the first pay on or after 1 July 2008

4% increase in salaries from the first pay on or after 1 July 2009

4% increase in salaries from the first pay on or after 1 July 2010

The increases referred to above and set out in attachment A, insofar as they apply from the first pay period on or after 1 July 2008, shall be paid to those employees who are employed as at the date of making the award.

Any wage related allowances will be adjusted in line with the increases to the rates of pay.

The Parties agree that the above wage increases and back dating to the first pay in July 2008 reflect a 2.5% salary increase and a 1.5% increase in recognition of employee related cost savings and in recognition of no extra claims throughout the life of the Award.

## 5. Conditions Agreement

### 5.1 Managing Excess Employees

The parties agree to:

5.1.1 Recognise that the Government's policy is to allow agencies, as a last and unavoidable resort, to make redundant excess employees if they are not placed in a suitable position after a 12 months retention period.



5.1.2 Use one term only, excess. Employees are declared excess by the SCA when they no longer have a substantive position. Excess employees include those:

- who were previously declared displaced, excess; and
- are surplus to the needs of the home agency; and
- whose substantive position is deleted; or
- who become excess due to their work or position being relocated to a significantly different geographic area (and they choose not to relocate); or
- who are:
  - a) on an employee initiated secondment; or
  - b) on more than 12 months leave without pay; or
  - c) at the conclusion of a period of approved study leave

And for a, b & c above the home agency has permanently backfilled their position after giving the employee notice and the employee has chosen not to return.

5.1.3 "Position" having the same meaning as under the Public Sector Employment and Management Act 2002.

5.1.4 The 12 month retention period commences when the employee is declared excess as notified by formal letter provided by the SCA. If an employee is not placed against a suitable position that time counts for the purposes of the retention period.

5.1.5 Redundancy as a last and unavoidable resort cannot occur without:

1. An employee being notified in writing of their status as 'excess'; and
2. An employee being made as least one offer of Voluntary Redundancy (VR); and
3. Consultation with the Public Sector Workforce Office in the Department of Premier and Cabinet; and
4. Registration on the excess employee list maintained by the Public Sector Workforce Office; and
5. Provision of reasonable redeployment opportunities to suitable positions in the home agency and, via registration on the excess employee list, in other participating agencies; and
6. Provision of retraining support; and
7. Appropriate written notification of intention to make redundant at least 3 months prior and the SCA providing a final offer of voluntary redundancy; and
8. The employee being offered the opportunity to raise any reason why they think steps 1-7 have not been met (within 14 days of notification at 7 above).

5.1.6 An excess employee can be made redundant if they refuse a reasonable deployment opportunity including temporary positions or do not participate in the redeployment process in good faith.

5.1.7 The 12 month retention period is suspended:

- for the period of time that the employee occupies a suitable temporary position or a temporary position at a higher grade; or
- in a restructure where all positions are deleted pending the outcome of the selection or appointment processes (where applicable).

5.1.8 A suitable position is:

- a) An appropriate match to the skills, experience and qualifications of the excess employee
- b) Within one grade of the excess employee's substantive salary;
- c) One where an employee could be expected to undertake the position with suitable training; and

- d) Within a reasonable location (as defined in Premier's Memorandum 1998-24 - Relocation of Employees to Available work)

5.1.9 On the outstanding issues of the retrenchment payment and "meaningful work" as it relates to the retention period, the parties have agreed to accept the Commission's recommendation of 17 September 2008 which states:

*"On the matters that are not agreed, the Commission recommends that those matters be the subject of negotiations on managing displaced persons involving the wider public sector, with the union parties being represented by Unions NSW. If this recommendation is accepted the Commission will convene a compulsory conference of all of the parties and, with the parties' agreement, preside over the negotiations to ensure an outcome is arrived at in a timely manner.*

## 5.2 SCA Organisation Realignment

The parties agree to participate in accordance with the consultation provisions in the Award in the implementation of an SCA Organisation realignment to review structures, positions and work functions to ensure duplication is removed, streamlined work practices applied. These changes support identified salary increases and productivity savings approved by the Budget Sub Committee of Cabinet under the Government's Wage Policy and as agreed and set out in the exchange of letters between the parties.

Further changes may occur as processes and systems are developed. At the same time there will be opportunities for increases in resources to support trainee/cadetship programs; staff working off-line to foster mentoring / coaching and knowledge transfer of staff into new positions and work areas.

To ensure that the SCA and the Unions can collectively support the current and next stages of the realignment the following principles are agreed.

1. That the next 3 years 4% salary increases, backdated to 1 July 2008, could occur due to 1.5% being made up of productivity savings including a reduction of 15-20% in employee related costs.
2. The organisation will move towards an FTE of 260 by 30 June 2010 through a voluntary redundancy process that prioritises those employees that have indicated an expression of interest in voluntary redundancy (EOI) and the cessation of employment of temporary and agency hire staff when they reach the end of their term and changed work arrangements allow.

It is the intention of SCA to minimise as far as possible the number of employees that are displaced by this process.

Any positions that are proposed to be made surplus, will only be made so after a sufficient business case has been discussed with affected employees and unions. Further any person that is not a temp, agency hire or permanent employee who has put in an EOI will only be made surplus as a matter of last resort.

Where possible an EOI employee will be substituted into the position with consideration of skills, competency, pay rates and only at the wishes of affected employees.

The SCA agrees to maintain an FTE level of 260 during the life of the Memorandum of Understanding.

## 5.3 Performance Management System

The parties agree to apply adjustments to the Sydney Catchment Authority performance management system that provides for:

- 5.3.1 Applying a one off full payment for staff receiving outstanding performance to replace the current fortnightly allowance payment over 12 months

5.3.2 During the life of the Award the parties shall review and if required implement a new performance management system by agreement.

#### 5.4 Modernising the human resource process

The parties agree to:

5.4.1 Introduce Higher Duties Allowance payments to support partial payments of allowances to staff acting in higher positions where the staff member is not required to perform the full functions of the position during the acting period. The full implementation of Allowance payments and supporting procedures will be introduced in consultation and agreement with the unions.

5.4.2 The SCA will undertake an organisation review of overtime practices, payments and processes based on the introduction of new systems, methods of carrying out overtime worked and changes to technology.

#### 5.5 Maternity Leave

The parties agree to:

5.5.1 Amend the Award to extend to full time employee's entitlement to a second period of paid maternity leave on full pay should that second period commence not more than 2 years after the commencement of the initial period of maternity leave.

#### 5.6 Annual Leave Liability Reduction

5.6.1 The parties recognise the occupational health and safety benefits of employees properly taking their recreation leave. It is recognised that the Award allows for the accumulation of up to 40 days recreation leave, however, there are many employees who have accumulated balances significantly beyond this.

5.6.2 Employees must take their recreation leave or have in place an agreed and approved leave plan to reduce all balances below 40 days. The SCA may direct a staff member with more than 40 days to take their recreation leave should no agreed and approved leave plan be in place.

5.6.3 Staff with over 40 days recreation leave accrual will have the opportunity to conserve a portion of their leave accrual as part of reducing their current entitlement or submit an approved leave plan to reduce leave within a period of 6 months.

#### 6. No Extra Claim

The parties agree that during the term of this Memorandum there will be no extra wage claims, claims for improved conditions of employment or demands made in respect of the employees covered under the Award, and further, that no proceedings, claims or demands concerning wages or conditions of employment in respect of those employees will be instituted before the Commission or any other arbitral tribunal.

The agreement in the preceding paragraph does not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions, or this Memorandum.

The parties further agree that during the Term of this Memorandum consent variations to the awards can proceed.

#### 7. Other Leave

- Clarify the definition of FACS leave so that it only applies to unplanned and emergency issues (C1 74).

- 
- Simplify the way FACS leave is accrued (C1 74) i.e. 2.5 days in the first year of service, 2.5 days in the second year of service and thereafter 1 day per year.
  - Paid military leave is granted per financial year rather than calendar year, consistent with the application of top up pay (C1 769c).

**Terms of this Memorandum of Understanding**

This Memorandum of Understanding expires on 30 June 2011

**This agreement is made at Sydney on the 6 day of May 2009**

**SIGNED** for an on behalf of the Crown in right of the State of New South Wales acting through the Division known as the Sydney Catchment Authority Division:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature of SCA Representative

\_\_\_\_\_  
Name of witness (BLOCK LETTERS)

\_\_\_\_\_  
Address of witness

**SIGNED** by ASU representative in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
**ASU Representative**

\_\_\_\_\_  
Name of witness (BLOCK LETTERS)

\_\_\_\_\_  
Address of witness

**SIGNED** by APESMA representative in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
**APESMA Representative**

\_\_\_\_\_  
Name of witness (BLOCK LETTERS)

\_\_\_\_\_  
Address of witness

2. For instruction 4 substitute the following:

4. Insert after paragraph (b) of subclause 2.3 of clause 2, Title, Application and Duration the following new paragraph:

- (c) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 1 December 2008.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

G. M. GRIMSON *Industrial Registrar.*

\_\_\_\_\_  
Printed by the authority of the Industrial Registrar.

(909)

SERIAL C7165

**SYDNEY OLYMPIC PARK PAID PARKING (STATE) AWARD 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Sydney Olympic Park Authority.

(No. IRC 1137 of 2009)

Before Commissioner Bishop

26 August 2009

**VARIATION**

1. Delete clause 26, Monetary Rates of the award published 12 October 2007 (363 I.G. 1442), and insert in lieu thereof the following:

**26. Monetary Rates**

- (i) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
- (a) any equivalent overaward payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
- (ii) The parties agree that the monetary rates will be automatically adjusted in line with the monetary outcomes or percentage adjustments of future State Wage Case decisions of the Industrial Relations Commission.
- (iii) The following shall be the ordinary hourly rates for employees engaged between Monday and Sunday, excluding public holidays:

	Weekly Employees \$	Casuals \$
Level 1	16.95	20.30
Level 2	18.60	22.35
Level 3	20.30	24.35
Level 4	23.45	28.15

2. This variation shall take effect from the first full pay period commencing on or after 14 September 2009.

E. A. R. BISHOP, Commissioner

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(1155)

SERIAL C7174

## TAB CLERICAL AND ADMINISTRATIVE AGENCY CASUAL STAFF AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 883 of 2009)

Before Commissioner Ritchie

14 August 2009

### VARIATION

1. Delete subclauses (i) Hourly Rates and (ii) of clause 8, Wage Rates of the award published 30 June 2006 (359 I.G. 1225), and insert in lieu thereof the following:

- (i) Hourly Rates

The following minimum rates of wages shall take effect from the full pay period to commence on or after 27 November 2009.

		Adults	19 & 20	18 & under
Ordinary Time	Casual	\$20.58	\$15.43	\$12.34
	Permanent Full time or Part time	\$17.15	\$12.86	\$10.28
Sunday & Public Holidays	Casual	\$36.01	\$27.01	\$21.59
	Permanent Full time or Part time	\$30.01	\$22.50	\$17.99

- (ii) The rates of pay in this award include the adjustments payable under State Wage Case 2009. These adjustments may be offset against:
- (a) any equivalent overaward payments, and/or;
  - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. This variation shall take effect from the first pay period to commence on or after 27 November 2009.

D.W. RITCHIE, Commissioner

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**TENNIS STRINGS AND SUTURES INDUSTRY (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 664 and 665 of 2009)

Before Commissioner Ritchie

6 August 2009

**VARIATION**

1. Delete clause 8, Arbitrated Safety Net Adjustment, of the award published 30 May 2008 (365 I.G. 1940), and insert in lieu thereof the following:

**8. Arbitrated Safety Net Adjustment**

- (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against.
- (i) any equivalent overaward payments, and/or
- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Wages, of Part B, Monetary Rates and insert in lieu thereof the following:

**Table 1 - Wages**

Item No.	Brief Description	Total Rate Per Week \$
A	Chemist -	
	Research Chemist	681.80
	Analytical and/or Chemist	637.25
	Trainee Chemist -	
	1st year of adult experience	587.60
	2nd year of adult experience	611.05
	3rd year of adult experience	628.00
B	Manufacturers of all Catgut Products -	
	Employees engaged in the following -	
	Splitting and/or harvesting raw material	594.00
	Preparing and/or washing and/or processing raw material	594.00
	Grading	594.00
	Stripping	594.00
	Making and/or measuring and/or looping	594.00
	Employees engaged in spinning strings, responsible for final products	598.35
	Employees engaged in spinning strings, not required to use discretion as to the final product	594.00
	Employees engaged as a spinning and/or drying room attendant	594.00
	Housekeeper	579.00



C	Surgical Catgut Finishing Operations -	
	Employees engaged in the following -	
	Cutting down	594.00
	Taking down	594.00
	Sanding, polishing and grinding	594.00
	Grading	594.00
	Machine gauging	594.00
	Manual Gauging	594.00
	Counting	594.00
	Tying and packing	594.00
	Housekeeping	579.00
D	Tennis and Other Non-surgical Catgut Finishing Operations -	
	Employees engaged in the following -	
	Taking down	578.30
	Sanding, polishing or grinding	578.30
	Coating and/or lacquering	578.30
	Cutting down	578.30
	Coiling	578.30
	Grading and/or inspecting finished strings	578.30
	Tying	578.30
	Gauging	578.30
	Branding and/or packaging	578.30
E	Suture Preparation -	
	Employees engaged in the following -	
	Drying and/or sterilising sutures	578.30
	Filing and/or sealing sutures	578.30
	Inspection of packaged sutures	578.30
	Ampoule making	578.30
	Winding sutures	578.30
F	Quality Control -	
	Group Leader -Quality Control Attendant	596.20
	Quality Control Attendant	584.00

3. Delete Item 1, 2, 4, and 5 of Table 2 - Other Rates and Allowances and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	6(d)	In charge of 1 to 5 employees	23.10
		In charge of 6 to 10 employees	27.00
		In charge of more than 10 employees	32.40
2	13(e)(i)	Morning or afternoon shift allowance	17.11 per shift
	13(e)(ii)	Night shift allowance	23.03 per shift
4	16	Dusty, Dirty Work, etc	0.53
5	17	First-aid allowance	2.97

4. This variation shall take effect from the first full pay period commencing on or after 6 August 2009.

D.W. RITCHIE, Commissioner

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(669)

SERIAL C7154

**TOY MAKERS' EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 776 of 2009)

Before Mr Deputy President Grayson

16 June 2009

**VARIATION**

1. Delete subclauses (i) and (vii), of clause 3, Wages, of the award published 8 June 2001 (325 I.G. 404), and insert in lieu thereof the following:

- (i) Adults - The minimum rates of pay for the classifications in this Award are set out hereunder.
- (a) Employees engaged in the manufacture or preparation of soft toys and or dolls of all descriptions (including clay, rubber and sawdust) shall be paid the following rates of pay:

Classification	SWC 2007 Amount \$	SWC 2008 Adjustment \$	SWC 2008 Amount \$
Cutter - out	532.70	21.30	554.00
Press operator - all materials except cloth	531.40	21.30	552.70
Mould reproducer	531.40	21.30	552.70
Spray gun operator	531.40	21.30	552.70
Grinder or Buffer	531.40	21.30	552.70
All other adult employees	531.40	21.30	552.70

- (b) Employees engaged in the manufacture and/or preparation of wooden toys shall be paid the following rates of pay:

Classification	SWC 2007 Amount \$	SWC 2008 Adjustment \$	SWC 2008 Amount \$
Sawyer	532.70	21.30	554.00
Sanding machine operator	531.40	21.30	552.70
Spray gun Operator	531.40	21.30	552.70
All other employees	531.40	21.30	552.70

- (vii) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
- (a) any equivalent over award payment; and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments

2. This variation shall take effect from the first full pay period to commence on or after 16 June 2009.

J. P. GRAYSON *D.P.*

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**UNIVERSITY UNIONS (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 664 and 665 of 2009)

Before Commissioner Ritchie

6 August 2009

**VARIATION**

1. Delete paragraph 10.1.2 of subclause 10.1 of Clause 10, Wages, of the award published 22 August 2003 (341 I.G. 100) and insert in lieu thereof the following;

10.1.2 The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:

- (i) any equivalent overaward payments, and / or
- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.'

2. Delete Table 1-Wages of Part B, Monetary Rates and insert in lieu thereof the following:

**Table 1 - Wage Rates**

Level	Former rate Per Week \$	SWC 2009 \$	Total Wage Per Week \$
1	552.70	15.50	568.20
2	570.20	16.00	586.20
3(a)	596.90	16.70	613.60
3(b)	606.10	17.00	623.10
4	616.30	17.30	633.60
5	652.10	18.30	670.40
6	694.30	19.40	713.70
7	716.50	20.10	736.60

3. Delete Items 2 and 4 of Table 2 - Other Rates and Allowances and insert in lieu thereof the following:

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
2	15.2	Apprentices Tool Allowance	0.71 per week
4	26.1	First Aid Allowance	10.70 per week 2.14 per shift

4. Delete Appendix A Training Wage Rates and insert in lieu thereof the following:

**Table 1 - Monetary Rates - Skill Level A**

Skill Level A - Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work Skill Level A.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	253.00	279.00	335.00
Plus 1 year out of school	279.00	335.00	390.00
Plus 2	335.00	390.00	453.00
Plus 3	390.00	453.00	518.00
Plus 4	453.00	518.00	
Plus 5 years or more	518.00		

The average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

**Table 2 - Monetary Rates - Skill Level B**

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.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	253.00	279.00	324.00
Plus 1 year out of school	279.00	324.00	373.00
Plus 2 years	324.00	373.00	438.00
Plus 3 years	373.00	438.00	500.00
Plus 4 years	438.00	500.00	
Plus 5 years or more	500.00		

The average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

**Table 3 - Monetary Rates - Skill Level C**

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.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	253.00	279.00	321.00
Plus 1 year out of school	279.00	321.00	362.00
Plus 2 years	321.00	362.00	403.00
Plus 3 years	362.00	403.00	451.00
Plus 4 years	403.00	451.00	
Plus 5 years or more	451.00		

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 of Schooling	
	Year 11 \$	Year 12 \$
School based traineeships Skill Levels A, B and C	253.00	279.00

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 5 - Hourly Rates for Trainees Who Have Left School**

	Year of Schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
<b>Wage Level A</b>			
School leaver	8.34	9.18	11.01
Plus 1 year after leaving school	9.18	11.01	12.80
Plus 2 years	11.01	12.80	14.92
Plus 3 years	12.80	14.92	17.05
Plus 4 years	14.92	17.05	
Plus 5 years or more	17.05		
<b>Wage Level B</b>			
School leaver	8.34	9.18	10.66
Plus 1 year after leaving school	9.18	10.66	12.27
Plus 2 years	10.66	12.27	14.42
Plus 3 years	12.27	14.42	16.42
Plus 4 years	14.42	16.42	
Plus 5 years or more	16.42		
<b>Wage Level C</b>			
School leaver	8.34	9.18	10.55
Plus 1 year after leaving school	9.18	10.55	11.88
Plus 2 years	10.55	11.88	13.26
Plus 3 years	11.88	13.26	14.84
Plus 4 years	13.26	14.84	
Plus 5 years or more	14.84		

**Table 6 - Hourly Rates for School-Based Traineeships**

	Year of schooling	
	Year 11 \$	Year 12 \$
Wage levels A, B and C	8.34	9.18

5. This variation shall take effect from the first full pay period commencing on or after 4 September 2009.

D.W. RITCHIE, Commissioner

**VAN SALES EMPLOYEES' (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 664 and 665 of 2009)

Before Commissioner Ritchie

6 August 2009

**VARIATION**

1. Delete clause 5, Arbitrated Safety Net Adjustment, of the award published 7 September 2001 (327 I.G. 529), and insert in lieu thereof the following:

**5. Arbitrated Safety Net Adjustment**

- (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. There adjustments may be offset against:
- (i) any equivalent overaward payments, and/or
  - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.'
2. Delete Table 1 - Wages of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 1 - Wages**

Classification	Total Rate per week \$
Van Sales Employees Local - In charge of a vehicle with carrying capacity of:	
up to or equal to 2 tonnes	607.70
over 2 and up to 5 tonnes	611.70
over 5 tonnes	616.20
Van Sales Employees Country - In charge of a vehicle with a capacity of:	
up to or equal to 2 tonnes	623.40
over 2 and up to 5 tonnes	627.60
over 5 tonnes	632.30

The carrying capacity shall be the difference between the tare weight and the aggregate weight as shown on the vehicle registration certificate.

3. Delete Items 1, 6 and 7 from Table 2 - Other Rates and Allowances of the said Part B and insert in lieu thereof the following:

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	4(ii)	Allowance for driving refrigerated vans	8.01 per week
6	45(ii)	Technical Qualification Allowance	18.99 per week
7	45(iii)	Washing of any vehicle	8.87



4. This variation shall take effect from the first full pay period commencing on or after 6 August 2009.

D.W. RITCHIE, Commissioner

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(697)

SERIAL C7141

## VEHICLE INDUSTRY - REPAIR SERVICES AND RETAIL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 664 and 665 of 2009)

Before Commissioner Ritchie

6 August 2009

### VARIATION

1. Delete paragraph (b) of subclause (1) of clause 6, Wage Rates of the award published 29 May 2009 (368 I.G. 264), and insert in lieu thereof the following:
  - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
  
2. Delete Table 1 to Table 6 of Part B Monetary Rates, and insert in lieu thereof the following:

### PART B

#### MONETARY RATES

**Table 1 - Wages - Adult Weekly Employees**

Wage Group Level	Total Rate per week \$
1	568.20
2	578.50
3	624.90
4	641.80

**Table 2 - Wages - Junior Weekly Employees**

Classification	Percentage	Rate per Week \$
<b>GROUP B</b> (Percentage of Level 1)		
Under 17 years	47.5	269.0
At 17 years	50	284.10
At 18 years	62.5	355.15
At 19 years	75	426.15
At 20 years and over	87.5	497.20
<b>GROUP A</b> (Percentage of Level 3)		
Under 17 years	47.5	296.80
At 17 years	50	312.45
At 18 years	62.5	390.55

At 19 years	75	468.70
At 20 years and over	87.5	546.80

**Table 3 - Wages - Casual Driveway Attendants**

Classification	Percentage	Rate per hour \$
<b>RATE 1 - Monday to Friday -</b>		
Under 18 years	50	9.85
At 18 years	62.5	12.32
At 19 years	75	14.78
At 20 years and over	100	19.71
<b>RATE 2 - Saturday, Sunday and Public Holiday -</b>		
Under 18 years	50	12.85
At 18 years	62.5	16.06
At 19 years	75	19.27
At 20 years and over	100	25.69
<b>RATE 3 - Overtime -</b>		
Under 18 years	50	5.49
At 18 years	62.5	6.86
At 19 years	75	8.23
At 20 years and over	100	10.98
<b>RATE 4 - Console Allowance</b>		
Under 18 years	50	0.34
At 18 years	62.5	0.34
At 19 years	75	0.33
At 20 years and over	100	0.33

**Table 4 - Wages - Casual Console Operators**

Classification	Percentage	Rate per hour \$
<b>RATE 1 - Monday to Friday -</b>		
Under 18 years	50	10.78
At 18 years	62.5	13.48
At 19 years	75	16.18
At 20 years and over	100	21.57
<b>RATE 2 - Saturday, Sunday and Public Holiday -</b>		
Under 18 years	50	14.02
At 18 years	62.5	17.53
At 19 years	75	21.03
At 20 years and over	100	28.04
<b>RATE 3 - Overtime -</b>		
Under 18 years	50	6.12
At 18 years	62.5	7.65
At 19 years	75	9.17
At 20 years and over	100	12.23

**Table 5 - Wages - Training - Skill Level A**

Skills Level A - Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill Level A.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	253.00	279.00	335.00
Plus 1 year out of school	279.00	335.00	390.00
Plus 2 years	335.00	390.00	453.00
Plus 3 years	390.00	453.00	518.00
Plus 4 years	453.00	518.00	
Plus 5 years or more	518.00		

**Table 6 - Wages - Training - Skill Level B**

Skills Level B - Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill Level B.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	253.00	279.00	324.00
Plus 1 year out of school	279.00	324.00	373.00
Plus 2 years	324.00	373.00	438.00
Plus 3 years	373.00	438.00	500.00
Plus 4 years	438.00	500.00	
Plus 5 years or more	500.00		

\* Figures in brackets indicate proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rates is 20%.

3. Delete Items 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 from Table 7 Allowances, and insert in lieu thereof the following:

**Table 7 - Allowances**

Item No.	Clause No	Brief Description	Amount \$
1	6(1)(c)	Console Allowance	10.30 per week
2	6(1)(d)	Leading Hand Allowance - In charge of - 3 to 10 employees 11 to 20 employees 21 or more employees	29.00 per week 43.70 per week 55.60 per week
3	10(a)	Confined spaces	0.64 per hour
4	10(b)(i)	Dirty work	0.50 per hour
5	10(b)(ii)	Dirty work - minimum payment any day/shift	1.97 day/shift
6	10(c)(i)(1)	Hot places - 46 - 54 degrees Celsius	0.50 per hour
7	10(c)(i)(2)	Hot places - in excess of 54 degrees Celsius	0.64 per hour
8	10(d)	Livestock transports - working on stock compartments	0.50 per hour
9	10(e)	First Aid Qualifications	13.40 per week
10	10(g)	Handling glass or slagwool	0.64 per hour

4. Delete Table 8, Hourly Rates for Trainees Who Have Left School, and insert in lieu thereof the following:

**Table 8 - Hourly Rates for Trainees Who Have Left School**

SKILL LEVEL A	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	8.34	9.18	11.01
Plus 1 year after leaving school	9.18	11.01	12.80
Plus 2 years	11.01	12.80	14.92
Plus 3 years	12.80	14.92	17.05
Plus 4 years	14.92	17.05	
Plus 5 years or more	17.05		
SKILL LEVEL B	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	8.34	9.18	10.66
Plus 1 year after leaving school	9.18	10.66	12.27
Plus 2 years	10.66	12.27	14.42
Plus 3 years	12.27	14.42	16.42
Plus 4 years	14.42	16.42	
Plus 5 years or more	16.42		

5. This variation shall taken effect on and from the first full pay period commencing on or after 6 August 2009.

D.W. RITCHIE, Commissioner

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(702)

SERIAL C7144

**WAREHOUSE EMPLOYEES' - GENERAL (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 664 and 665 of 2009)

Before Commissioner Ritchie

6 August 2009

**VARIATION**

1. Delete clause 4, State Wage Case Adjustments of the award published 23 November 2001 (329 I.G. 860) and insert in lieu thereof the following:

**4. State Wage Case Adjustments**

The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:

- (i) any equivalent overaward payments, and/or
  - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete (i) Adult Employees of Table 1 - Wages of Part B, Monetary Rates, and insert in lieu thereof the following:
- (i) Adult Employees -

Group No.	Classification	Former Rate Per Week \$	SWC 2009 Per Week \$	Total Rate Per Week \$
1	Checker	570.60	16.00	586.60
2	Assembler	570.60	16.00	586.60
3	Replenisher/Stockhand	570.60	16.00	586.60
4	Sorter	570.60	16.00	586.60
5	Wrapper/Tier	570.60	16.00	586.60
6	Indoor Salesperson	570.60	16.00	586.60
7	Department of Manager - in charge of:			
	(i) from 1 to 4 assistants	585.80	16.40	602.20
	(ii) from 5 to 12 assistants	594.60	16.60	611.20
	(iii) from 13 to 25 assistants	603.80	16.90	620.70
	(iv) over 25 assistants	608.70	17.00	625.70

Former Rate includes three \$8.00 Arbitrated Safety Net Adjustments, and the August 1997 through to May 2005 SWC adjustments.

3. Delete Items 1, 2 and 4 of Table 2 - Other Rates and Allowances, of the said Part B and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	3(v)	Allowance for Section Head	10.60 per week
2	3(vi)	Qualified Parts Salesman	18.40 per week
4	25(ii)	First-aid	2.33 per day

4. This variation shall take effect from the first full pay period commencing on or after 6 August 2009.

D.W. RITCHIE, Commissioner

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(701)

SERIAL C7145

**WAREHOUSE EMPLOYEES DRUG (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 664 and 665 of 2009)

Before Commissioner Ritchie

6 August 2009

**VARIATION**

1. Delete subclause (d) of clause 12, Wages, of the award published 25 May 2001 (324 I.G. 1181), and insert in lieu thereof the following:
  - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete (i) Adult Employees of Table 1 - Wages of Part B, Monetary Rates and insert in lieu thereof the following:
  - (i) Adult Employees -

Classification	Former Rate Per Week \$	SWC 2009 \$	Total Rate Per Week \$
Checker (first 3 months)	586.20	16.40	602.60
Assembler (first 3 months)	586.20	16.40	602.60
Checker	607.90	17.00	624.90
Assembler	607.90	17.00	624.90
Indoor Salesperson	606.10	16.95	623.05
Section Leader	627.45	17.55	645.00
Buyer	627.45	17.55	645.00
Buyer in charge	642.95	18.00	660.95
Department Manager - Second in Charge	642.95	18.00	660.95
Department Manager	686.35	19.20	705.55

This table represents the total for each classification after the minimum rates adjustment process has been completed.



3. Delete Items 1, 2, 4 and 5 of Table 2 - Other Rates and Allowances of the said the Part B and insert in lieu thereof the following:

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	9(e)(i)	Morning or afternoon shift allowance	16.77 per shift
2	9(e)(ii)	Night shift allowance	22.64 per shift
4	34(f)	First-aid	2.52 per shift
5	34(g)	Dirty work, etc	0.49 per hour

4. This variation shall take effect from the first full pay period commencing on or after 6 August 2009.

D.W. RITCHIE, Commissioner

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(710)

SERIAL C7148

## WHOLESALE FRUIT AND VEGETABLE EMPLOYEES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 664 and 665 of 2009)

Before Commissioner Ritchie

6 August 2009

### VARIATION

1. Delete clause 17, Arbitrated Safety Net Adjustment, of the award published 8 September 2000 (318 I.G. 552), and insert in lieu thereof the following:

#### 17. Arbitrated Safety Net Adjustment

- (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against.
- (i) any equivalent overaward payments, and/or
- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Wages of Part B, Monetary Rates and insert in lieu thereof the following:

**Table 1 - Wages**

(i)

Classification	Total Rate \$
Head Salesperson (Foreperson)	697.80
Banana Ripener	632.00
Salesperson	614.50
Fork Lift Driver	604.40
General Assistant	582.10

(ii)

Classification		1st MRA 20/3/96 \$	2nd MRA 14/2/97 \$	3rd MRA 17/10/98 \$	4th MRA 9/99 \$	MRA Relativity %
Head Salesperson (Foreperson)	Base	391.90	391.90	391.90	391.90	110.0
	Suppl.	48.00	57.20	66.40	75.80	
	Total	439.90	449.10	458.30	467.70	
Banana Ripener	Base	342.00	342.00	342.00	342.00	96.0
	Suppl.	41.60	49.80	58.00	66.20	
	Total	383.60	391.80	400.00	408.20	
Salesperson	Base	328.30	328.30	328.30	328.30	92.14
	Suppl.	41.60	48.80	56.00	63.50	
	Total	369.90	377.10	384.30	391.80	

Fork Lift Driver	Base	320.30	320.30	320.30	320.30	89.9
	Suppl.	38.00	45.90	53.80	62.00	
	Total	358.30	366.20	374.10	382.30	
General Assistant	Base	302.90	302.90	302.90	302.90	85.0
	Suppl.	30.50	39.80	49.10	58.50	
	Total	333.40	342.70	352.00	361.40	

3. This variation shall take effect from the first full pay period commencing on or after 6 August 2009.

D.W. RITCHIE, Commissioner

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**WINE INDUSTRY CONSOLIDATED (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Workers' Union, New South Wales, Industrial Organisation of Employees.

(No. IRC 1232 of 2009)

Before Commissioner Macdonald

28 August 2009

**VARIATION**

1. Delete paragraph (c) of subclause (i) of clause 2, Wages, of the award published 3 November 2000 (319 I.G. 1065), and insert in lieu thereof the following:
  - (c) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (i) any equivalent over-award payments; and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Wage Rates and Allowances, and insert in lieu thereof the following:

**PART B****WAGE RATES AND ALLOWANCES****Table 1 - Wage Rates**

Classification	SWC 2008 Amount \$	SWC 2009 Adjustment 2.8%	SWC 2009 Amount \$
Level One	580.10	16.20	596.30
Level Two	597.10	16.70	613.80
Level Three	607.90	17.00	624.90
Level Four	622.20	17.40	639.60
Level Five	642.90	18.00	660.90

**Table 2 - Allowances**

Leading Hand Allowance	SWC 2008 Amount \$	SWC 2009 Amount \$
Up to and including 4 employees	15.60	16.05
More than 4 employees but not more than 10 employees	28.15	28.95
More than 10 employees	42.45	43.65
In addition to the above rates, employees operating a mechanical harvester shall be paid an allowance of \$0.56 per hour for each hour or part thereof whilst operating such a harvester:		
Service Allowance		
After the first year of service	6.00	6.15
After the second year of service	10.30	10.60
After the third year of service	14.60	15.00

**Table 3 - Allowances**

Item No.	Clause No.	Brief Description	SWC 2008 Amount \$	SWC 2009 Amount \$
1	2(i)(e)	Burning and/or waxing closed wine vats	0.79 p/hr	0.81 p/hr
2	2(i)(f)	Kerosene blow lamp used	3.00 p/hr	3.10 p/hr
3	15	Meal Allowance	11.60 p/meal	12.20 p/meal
4	27(i)	Wet Work Allowance	4.15 daily	4.25 daily
5	28(ii) (b)	Laundry Allowance	3.70 p/day	3.85 p/day
6	34	First-aid Allowance	2.60 p/day	2.65 p/day

"Note": These allowances are contemporary for expense related allowances as at 30 June 2009 and for work related allowances are inclusive of adjustment in accordance with the July 2009 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 8 September 2009.

A. MACDONALD, Commissioner

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SERIAL C7192

**ENTERPRISE AGREEMENTS APPROVED  
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA09/29 - UnitingCare Ageing Enterprise Agreement 2009-2011****Made Between:** Uniting Care Ageing -&- the New South Wales Nurses' Association.**New/Variation:** Replaces EA08/11.**Approval and Commencement Date:** Approved 7 September 2009 and commenced 1 July 2009.**Description of Employees:** The agreement applies to all employees employed by UnitingCare Ageing, located at Level 5, 222 Pitt Street, Sydney NSW 2000, who are engaged as nurses, care service employees and other specified employees who are performing duties within the scope of this Agreement, who fall within the coverage of the Nursing Homes, &c., Nurses' (State) Award and Charitable, Aged and Disability Care Services (State) Award.**Nominal Term:** 24 Months.**EA09/30 - St Vincent's Private Hospital Lismore Nurses' Enterprise Agreement 2008-2011****Made Between:** St Vincent's (Private) Hospital Lismore -&- the New South Wales Nurses' Association.**New/Variation:** Replaces EA05/266.**Approval and Commencement Date:** Approved and commenced 14 August 2009.**Description of Employees:** The agreement applies to all nursing staff employed by St Vincent's Private Hospital Lismore, located at Dalley Street Lismore NSW 2480, who fall within the coverage of the Private Hospital Industry Nurses' (State) Award; excluding those nursing staff already employed by the employer under public sector conditions but paid as per the Private Hospital Industry Nurses' (State) Award. These employees shall however be bound by the rates of pay and allowances contained in the agreement; nursing staff employed by the employer under public sector conditions and rates of pay; and nursing staff employed by the employer who work at St Joseph's Aged Care Facility, Dalley Street, Lismore NSW 2480.**Nominal Term:** 25 Months.

**EA09/31 - State Water Corporation Enterprise Agreement 2009**

**Made Between:** State Water Corporation -&- the Electrical Trades Union of Australia, New South Wales Branch, Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), The Australian Workers' Union, New South Wales .

**New/Variation:** Replaces EA08/14, EA08/22, EA08/23.

**Approval and Commencement Date:** Approved 2 September 2009 and commenced 1 July 2009.

**Description of Employees:** The agreement applies to all employees employed State Water Corporation, located at Riverview Busienss Park, 36 Darling Street, Dubbo NSW 2830, who are engaged in the classifications listed in Schedule 1, and who fall within the coverage of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and the State Water Corporation (Storages, Operations and River Infrastructure Staff) Award.

**Nominal Term:** 36 Months.

**EA09/32 - CFMEU Work Place Enterprise Agreement 2009**

**Made Between:** Construction, Forestry, Mining & Energy Union -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** Replaces EA05/360.

**Approval and Commencement Date:** Approved 7 September 2009 and commenced 1 January 2009.

**Description of Employees:** The agreement applies to all employees employed by the Construction, Forestry, Mining and Energy Union (Construction and General Division NSW Branch), and members of the United Services Union (USU) located at 12 Railway Street, Lidcombe NSW 2141, who fall within the coverage of the Clerical and Administrative Employees State) Award.

**Nominal Term:** 24 Months.

**EA09/33 - NSW Teachers Federation Staff Enterprise Agreement**

**Made Between:** New South Wales Teachers Federation -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** Replaces EA06/90.

**Approval and Commencement Date:** Approved 7 September 2009 and commenced 1 January 2009.

**Description of Employees:** The agreement applies to all clerical employees employed by the New South Wales Teachers Federation located at 23-33 Mary Street, Surry Hills NSW 2000, who fall within the coverage of the Clerical and Administrative Employees (State) Award.

**Nominal Term:** 26 Months.

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