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## CONTENTS

Vol. 367, Part 2

27 February 2009

Pages 186 - 450

		Page
Awards and Determinations		
Awards Made or Varied		
Australian Inland Consent Award 2004	OIRC	186
Cash Transportation (Non-Armoured Vehicles) Interim Award No. 2	ROIRC	187
Caterers Employees (State) Award	VSW	188
Cemetery and Crematoria Employees (State) Reviewed Award 2008	RIRC	190
Clerical and Administrative Employees (State) Award	RVIRC	213
Community College Principals (New South Wales) Award 2006	CORR	214
Country Energy Far West Interim Award 2008	AIRC	215
Crown Employees (Australian Music Examinations Board (New South Wales) Examiners, Assessors and Advisers) Award	RIRC	283
Crown Employees (Chief Education Officers - Department of Education and Training) Salaries and Conditions Award 2006	RIRC	294
Crown Employees (Department of Environment and Climate Change - Parks and Wildlife Group) Field Officer Payments Award 2007	ROIRC	305
Crown Employees (Resource NSW) Award 2005	OIRC	306
Crown Employees (Roads and Traffic Authority of New South Wales - Traffic Signals Staff) Award 2008	AIRC	307
Funeral Industries (State) Reviewed Award 2008	RIRC	359
Illawarra Wastewater Strategy Project Consent Award	OIRC	394
Laundry Employees (State) Award	VSW	395
Mid Coast County Council Enterprise Award 2004	OIRC	397
Nursing Homes, &c., Nurses' (State) Award	VSW	398
Printing Industries (State) Award	CORR	402
Private Hospitals, Aged Care and Disability Services Industry (Training) (State) Award	VSW	403
Public Health System Nurses' and Midwives' (State) Award 2008	VIRC	406
Public Hospital (Training Wage) (State) Award	VSW	407
Race Clubs Employees (State) Award	VSW	410
Reed Constructions Auburn Site Project Award	OIRC	412
Replacement Research Reactor Project Award 2002	OIRC	413
TAB Clerical and Administrative Agency Casual Staff Award 2006	VSW	414
Transport Industry - Concrete Haulage - Mini Trucks Contract Determination	VCD	415
Transport Industry - Concrete Haulage Contract Determination	VCD	417
Transport Industry - Excavated Materials, Contract Determination	VCD	419
Transport Industry - General Carriers Contract Determination	VCD	422
Transport Industry - General Carriers Contract Determination	VCD	425
Transport Industry - Quarried Materials, &c., Carriers Contract Determination	VCD	433
Transport Industry - Waste Collection and Recycling (State) Award	RVIRC	437
Transport Industry Waste Collection and Recycling Contract Determination	VCD	440
Transport Industry Waste Collection and Recycling Contract Determination	VCD	443

Enterprise Agreements Approved by the Industrial Relations Commission	446
Contract Agreements Approved by the Industrial Relations Commission	450

## **AUSTRALIAN INLAND CONSENT AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 706 of 2008)

Before The Honourable Mr Deputy President Harrison

12 November 2008

### **ORDER OF RESCISSION**

The Industrial Relations Commission of New South Wales orders that the Australian Inland Consent Award 2004 published 26 August 2005 (353 I.G. 458) as varied, be rescinded on and from 11 July 2008.

R. W. HARRISON *D.P.*

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**CASH TRANSPORTATION (NON-ARMoured VEHICLES)  
INTERIM AWARD NO. 2**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1672 of 2008)

Before Commissioner Murphy

4 December 2008

**ORDER OF RESCISSION**

The Industrial Relations Commission of New South Wales orders that the Cash Transportation (Non-Armoured Vehicles) Interim Award No. 2 published 21 February 2003 (338 I.G. 461) as varied, be rescinded on and from 4 December 2008.

J. P. MURPHY, Commissioner

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(090)

**SERIAL C6786****CATERERS EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1124 of 2008)

Before Commissioner Cambridge

6 August 2008

**VARIATION**

1. Delete Part B, Monetary Rates, of the award published 13 July 2001 (326 I.G. 78), and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Wage Rates**

Grade	Per week \$
1	552.60
2	570.20
3	596.90
4	616.30
5	652.10
6	694.30
7	716.50

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.

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	7.1	Meal Allowance	11.55
2	13.2	Apprentices Tool Allowance	0.74 per week
3	23.1	Laundry Allowance:- - special clothing requiring ironing  - special clothing not requiring ironing	3.33 per day to a maximum of 9.99 per week  1.87 per day to a maximum of 5.79 per week
4	8.5	Fares reimbursement	11.68

2. This variation shall commence from the first full pay period on and from 18 September 2008.

I. W. CAMBRIDGE, Commissioner

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## CEMETERY AND CREMATORIA EMPLOYEES (STATE) REVIEWED AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 663 of 2008)

Before Commissioner Bishop

11 November 2008

### REVIEWED AWARD

#### PART A

##### 1. Arrangement

The provisions of this award are arranged in the following order:

#### PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Anti-Discrimination
3.	Hours
4.	Shift Work - Crematoria Employees
5.	Meal Break
6.	Wages
7.	Superannuation
8.	Leading Hand
9.	Overtime
10.	Time Off in Lieu of Overtime
11.	Tea Money
12.	Saturday and Sunday Work
13.	Holidays
14.	Sunday and Holiday Roster
15.	Annual Leave
16.	Annual Leave Loading
17.	Long Service Leave
18.	Service Allowance
19.	Bereavement Leave
20.	Jury Service
21.	Sick Leave
22.	State Personal/Carer's Leave Case
22A.	Parental Leave
23.	Terms of Employment
24.	Rest Pause
25.	First-Aid Allowance
26.	Dispute Avoidance and Grievance Procedure
27.	Union Meetings
28.	Clothing - Cemetery Provision
29.	Protective Clothing - Crematoria Provision
30.	Secure Employment
31.	Redundancy
31A.	Traineeships



## 32. Area, Incidence and Duration

## PART B

## MONETARY RATES

Table 1 - Wages

Table 2 - Allowances

**2. Anti-Discrimination**

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3f of the *Industrial Relations Act 1996 (NSW)* to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) 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.
- (iii) Under the *Anti-Discrimination Act 1977 (NSW)* 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.
- (iv) 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 (NSW)*.
  - (d) A party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- (v) 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."

**3. Hours**

- (1) Subject to subclause (3), ordinary working hours shall be worked as a 20 day, four week cycle of eight hours each, Monday to Friday, inclusive, between the hours of 6.30 am and 6.00 pm, with 0.4 (2/5ths) of one hour each day worked accruing as an entitlement to take one weekday off during the four week cycle as a rostered day off, paid for as though worked.

- (2) Subject to subclause (9), the rostered day off shall be taken within the four week cycle, between Monday to Friday, on a day allocated by the employer.
- (3) Without limiting the right of an employer to stagger commencing and finishing times in accordance with subclause (1), an employer may enter into agreement with its employees, on an individual or collective basis, to provide for the alteration of commencing time earlier than 6.30 am provided that the ordinary hours shall not exceed eight per day.
- (4) The commencing and finishing times of work shall be alterable by giving at least 1 day's notice to the employee(s) concerned or by mutual agreement between the employer and such employees.
- (5) Except as provided for in subclauses (6), (7) or (8) of this clause, in cases where an employee, in accordance with subclause (1) hereof, is entitled to a day off during his/her work cycle such employee shall be advised by the employer at least 4 weeks in advance of the weekday he/she is to take off.
- (6) An employer may substitute the day an employee is to take off for another day in the case of a breakdown in machinery or a failure or shortage of electric power or some other emergency situation.
- (7) An individual employee, with the agreement of his/her employer, may substitute the day he/she is to take off for another day.
- (8) An employer may hold up to a maximum of 5 days accrued in accordance with subclause (1). The accrued days are to be taken at a time mutually agreed between the employer and the employee, but within twelve months of the date the first rostered day off accrued under this subclause.
- (9) In the absence of agreement being reached between an employer and its employees on any of the above mentioned matters, the Disputes Procedure of this award shall be used to resolve the issue. Failing this, the parties shall refer the matter to the Industrial Commission of New South Wales for resolution.

#### **4. Shift Work - Crematoria Employees**

- (i) A crematoria employee may be worked on an afternoon shift providing ordinary hours of work finish no later than 8.00 p.m.
- (ii) The ordinary working hours of shift workers shall be an average of 38 per week worked (except for the spread of hours) as provided in Clause 3 - Hours, of this award.
- (iii) An afternoon shift worker shall be paid 17.5 per centum more than the ordinary rate for such shifts.

#### **5. Meal Break**

Day workers shall be allowed a meal break of not less than thirty minutes nor more than one hour between the hours of 11.00 a.m. and 2.00 p.m. Provided that no employee shall be required to work for more than 5 hours without a break for a meal.

#### **6. Wages**

- (i) The rates of pay shall be the minimum to be paid to weekly employees in the classifications as set out in Table 1 of Part B of this award:

The rates of pay in this award include the adjustments payable under the *State Wage Case 2006*, the *State Wage Case 2007* and 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.

- (ii) An employee not engaged full-time in grave digging but engaged in grave digging for a day or part of a day shall be paid at the rate of one-fifth of the weekly rate of an "employee engaged in grave digging" for each day or part thereof so engaged.
- (iii) An employee engaged for the day or part of the day to assist with transformer work shall be paid at the rate of one-fifth of the weekly rate of a "transformer hand" for each day or part thereof so engaged.
- (iv) An employee required to do any work in connection with an exhumation shall receive an allowance for each body exhumed in addition to his/her ordinary wage as set out in Table 2 of Part B of this award as follows:
- (a) where a body has been buried for 14 days or less, the amount set out in item 1
- (b) where a body has been buried for more than 14 days but less than seven years and had been arterially embalmed and sealed in a metal, polythene or other approved plastic container, the amount set out in item 2
- (c) where a body has been buried for more than 14 days but less than seven years and has not been arterially embalmed and inserted in a metal, polythene or other approved plastic container, the amount set out in item 3
- (d) where a body has been buried in excess of seven years, the amount set out in item 4.
- (v) Juniors
- (a) The minimum weekly rates of pay to be paid to juniors shall be the following percentages of the minimum rate of pay for the appropriate classification as set out in subclause (i) of this clause:

	Percentage %
16 years and under 17 years	50
17 years and under 18 years	60
18 years and under 19 years	70
19 years and under 20 years	90
20 years and over	100

- (b) Proportion
- One junior for every seven or fraction of seven full-time adult employees covered by the classifications under this clause.
- (vi) An employee shall carry out all duties, as directed by the employer, which are within the limits of the employee's skill, competence and training.
- (vii) Part Time Work
- (a) An employee may be engaged on a part time basis. A part time employee shall mean a weekly employee engaged to work regular days and regular hours, either of which are less than the number of days or hours worked by a full time employee.
- (b) A part time employee is entitled to a minimum start per occasion of 3 continuous hours, except:
- (i) where the employer and the employee concerned agree that there shall be a start of 2 continuous hours on 2 or more days per week, provided that:
1. a 2 hour start is sought by the employee to accommodate the employee's personal circumstances, which must be specified, or

2. the place of work is within a distance of 5 kilometres of the employee's place of residence
- (c) A part time employee may work up to 38 hours per week without the payment of overtime.
- (d) A part time employee will be paid per hour 1/38 of the weekly rate of pay prescribed for a full time employee of the same classification contained in Table 1 of Part B Monetary Rates of this Award.
- (e) Any hours worked by a part time employee outside the ordinary hours of work as set out in Clause 1, or in addition to the 38 hours per week shall be paid at overtime rates.
- (f) Subject to this clause, all the provisions of the award shall apply to a part time employee on a pro rata basis.

### 7. Superannuation

- (i) Superannuation Legislation

The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* and s124 of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

- (ii) Subject to the requirements of this legislation, superannuation contributions may be made to:

- (1) ARF (Australia Retirement Fund);
- (2) ASSET (Australian Superannuation Savings Employment Trust); or
- (3) Such other funds that comply with the requirements of this legislation.

### 8. Leading Hand

Where an employer in his/her sole discretion appoints an employee as a leading hand, such an employee shall be paid an allowance as set out in item 5 of Table 2 above his/her appropriate classification as provided for in subclause (i) of Clause 6 - Wages, of this award.

### 9. Overtime

- (i) Overtime at the rate of time and one-half for the first two hours and double time thereafter shall be paid for all work performed outside the commencing and ceasing times of the ordinary hours of labour or in excess of the ordinary daily hours of labour, or in excess of the weekly or fortnightly ordinary hours of labour as the case may be.
- (ii) When deemed necessary by the employer, employees shall perform work on Saturday and/or Sunday, where practicable in rotation, and shall work reasonable overtime when required.
- (iii) In computing overtime, time worked shall be calculated to the nearest 15 minutes, 5 minutes or less to be disregarded.

### 10. Time Off in Lieu of Overtime

- (a) Time off in lieu of overtime may be taken by mutual agreement between the employer and employee. Such time off in lieu shall be calculated at the appropriate overtime rate payable for the overtime worked.

- (b) Time off in lieu may be taken in either of the following ways:
  - (i) By the full overtime rate being accrued as time off in lieu.
  - (ii) By overtime worked being paid at the employee's ordinary rate of pay with the penalty component of the overtime worked being taken as time off in lieu.
- (c) Any accumulated time in lieu must be paid out upon termination at the employee's appropriate rate of pay on the date of termination.
- (d) Accumulation of time in lieu shall be to a maximum 1 day per fortnight.
- (e) This clause shall not be used to discriminate against particular employees with respect to the allocation of overtime to those employees at a particular enterprise or within a section of an enterprise.

### **11. Tea Money**

- (i) Employees required to work overtime for more than two hours after their ordinary ceasing time on any day, Monday to Friday inclusive, and who have not been so advised the day previously, shall be paid a meal allowance as set out in item 6 of Table 2.
- (ii) Employees who are advised that they are required to work overtime and who are not so required to work shall be paid a meal allowance as set out in item 7 of Table 2.

### **12. Saturday and Sunday Work**

- (i) All time worked on Saturday shall be paid for at the rate of time and one-half for the first two hours and double time thereafter, in addition to the weekly rate; provided that there shall be a minimum of four hours' pay at the appropriate rate.
- (ii) All time worked on Sunday commencing not earlier than 7.45 a.m. shall be paid for at double time and one-half with a minimum of four hours' pay at such rate.

### **13. Holidays**

- (i) The following day or days observed as such shall be holidays: New Year's Day, Australia Day, Good Friday, Easter Monday, Easter Saturday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day, together with any other days that hereafter may be proclaimed as public holidays for the State.
- (ii)
  - (a) All weekly employees shall be allowed the holidays specified herein and shall be deemed to have worked in the week in which such holiday falls the number of ordinary working hours that the employee would have worked had the day not been a holiday. An employee required to work on a holiday shall, where practicable, be so notified not later than his/her ceasing time on the previous working day.
  - (b) An employee absent from work on a public holiday or public holidays shall only be paid for the number of ordinary working hours he/she would have worked provided that the employee works on the working day immediately preceding and the working day immediately succeeding a holiday or group of holidays.
- (iii) For work done on any of the holidays, referred to in subclause (i) of this clause, double time and one-half shall be paid with a minimum payment for four hours' work.

#### 14. Sunday and Holiday Roster

Where circumstances require it each employer shall, by mutual agreement with his/her employees, compile a roster of all employees required to perform work on Sundays and/or holidays.

#### 15. Annual Leave

See *Annual Holidays Act 1944*.

#### 16. Annual Leave Loading

- (i) In this clause the *Annual Holidays Act 1944*, is referred to as "the Act".
- (ii) Before an employee is given and takes his/her annual holiday, or, where by agreement between the employer and the employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay his employee a loading determined in accordance with this clause. (NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (vi) of this clause).
- (iii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this award.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this award, or, where such a holiday is given and taken in separate periods, then in relation to each separate period. (NOTE: See subclause (vi) of this clause as to holidays taken wholly or partly in advance).
- (v) The loading is the amount payable for the period or separate period, as the case may be, stated in subclause (iv) of this clause at the rate of 17 ½ per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing his/her annual holiday, but shall not include the industry allowance prescribed by subclause (iv), of Clause 6 - Wages, of this award, or any other allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this award.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (v) of this clause applying the award rates of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance.
- (vii)
  - (a) Where the employment of an employee is terminated by his/her employer, for a cause other than misconduct, and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she became entitled, he shall be paid a loading calculated in accordance with subclause (iv) of this clause for the period not taken.
  - (b) Except as provided by paragraph (a) of this subclause, no loading is payable on the termination of an employee's employment.
- (viii) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if he/she had not been on holiday; provided that if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

**17. Long Service Leave**

See *Long Service Leave Act 1955*.

**18. Service Allowance**

- (i) All employees, after five years' continuous service with the same employer shall, in addition to the rates set out in subclause (i) of Clause 6 - Wages, of this award, receive a service allowance as follows:

	Per Centum %
5 years and under 10 years of service	2.5
10 years and under 15 years of service	5
15 years' service or more	7.5

- (ii) Payment due under this clause shall be made on the usual pay day, when other payments under this award are made.
- (iii) Continuous service with the same employer prior to the commencement of this award shall be taken into consideration for the purposes of this clause.

**19. Bereavement Leave**

- (i) An employee, other than a casual employee, shall be entitled to a maximum of three days bereavement leave without deduction of pay on each occasion of the death of a person in Australia as prescribed in subclause (iii) of this clause for the purpose of making arrangements for and/or attending a funeral.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide, to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of Clause 22 - State Personal/Carer's Leave Case - August 1996, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) 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.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (5) and (6) of the said subclause 22. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vi) Bereavement entitlements for casual employees
- (a) Subject to the evidentiary and notice requirements in (ii) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 22(1)(c)(ii) of clause 22, Personal / Carer's Leave.
- (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.

## 20. Jury Service

- (i) When an employee is required to attend for jury service he/she shall notify the employer as soon as possible prior to the date upon which he/she is required to attend for jury service. Furthermore, the employee shall give to the employer proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service including any amount received in respect of fares.
- (ii) An employee required to attend for jury service during his/her ordinary working hours, Monday to Friday, shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wages he/she would have received in respect of his/her ordinary time as for eight hours per day he would have worked had he/she not been on jury service, together with the difference between the amount received and the actual expenditure for fares and travelling to and from the court.
- (iii) When an employee who has been called to attend for jury service is discharged he/she shall return to his/her place of employment during working hours to complete the shift for the day. If the employee is able to return to work during his/her ordinary working hours but fails to so return then the employer will not be liable to make up the difference in wages and fares as provided for in subclause (ii) of this clause.

## 21. Sick Leave

- (i) A weekly employee who, after not less than two months' continuous service with the employer, is unable to attend for duty during his/her ordinary working hours by reason of personal illness or incapacity not due to his/her own serious and wilful misconduct, shall be entitled to be paid at ordinary times rates of pay for the time of such non-attendance up to a maximum of fourteen days' pay in any year of service with the same employer, provided that he/she shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.
- (ii) The employee shall, as soon as reasonably practicable, and in any case within twenty-four hours of commencement of such absence, inform the employer of his/her inability to attend for duty, and, as far as possible, state the nature of the injury or illness and the estimated duration of the incapacity.
- (iii) The employee shall furnish to the employer such evidence, as the employer may desire, that he/she was unable by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed; provided that a doctor's certificate shall not be required for the first single day's absence in each sick leave year.

Notwithstanding the above, an employee may be required to produce a doctor's certificate for any absence occurring the working day before or the working day after a rostered day off.

Where an employee is absent from employment on the working day or part of the working day immediately preceding or immediately following:

- (a) a holiday as defined by Clause 13 of this award; or
  - (b) before or after a period of annual leave during which a holiday or holidays occur as defined without reasonable excuse, the employer's consent, or such other evidence as the employer may require, the employee shall not be entitled to payment for such holiday or holidays.
- (iv) If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year provided that an employer shall not be bound to credit an employee for sick leave which accrued more than eight years before the end of the last completed year of service.
  - (v) For the purpose of subclause (i), of this clause, service before the date of coming into force of this award shall be counted as service.



## 22. Personal/Carer's Leave

### (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 22(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 21, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

(b) The employee shall, if required,

- (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
- (2) 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 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
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
  1. "relative" means a person related by blood, marriage or affinity;
  2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
  3. "household" means a family group living in the same domestic dwelling.

(d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

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

Where the parties are unable to reach agreement the disputes procedure at clause 26, Dispute Avoidance and Grievance Procedure, should be followed.

(2) Unpaid Leave for Family Purpose

- (a) 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 22(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 paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) 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.
- (d) 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.

(4) Time Off in Lieu of Payment for Overtime

- (a) For the purpose only of providing care and support for a person in accordance with subclause (1) of this clause, and despite the provisions of 10, Time Off in Lieu of Overtime, the following provisions shall apply.
- (b) 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.
- (c) 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.
- (d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (e) Where no election is made in accordance with the said paragraph (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
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
  - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
  - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
  - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.
- (7) Personal Carers Entitlement for casual employees:
- (1) Subject to the evidentiary and notice requirements in 22(1)(b) and 22(1)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 22(1)(c)(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
  - (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.

#### **22A. Parental Leave**

- (1) Refer to the *Industrial Relations Act 1996 (NSW)*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996 (NSW)*.
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
  - (a) the employee or employee's spouse is pregnant; or
  - (b) the employee is or has been immediately absent on parental leave.

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

- (3) Right to request
  - (a) An employee entitled to parental leave may request the employer to allow the employee:
    - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
    - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
    - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

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

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

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(4) Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

### 23. Terms of Employment

- (i) All employment, other than casuals, shall be by the week and shall be terminated by the giving of the following notice or payment in lieu of notice provided that the employer may dismiss an employee at any time for serious misconduct and then shall be liable only for the payment of wages due to the time of dismissal:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (ii) In addition to the notice above, employees over 45 years of age at the time of giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (iii) A casual employee is one engaged and paid as such. Casual employees shall be paid at an hourly rate equal to the appropriate weekly rate divided by 38, plus 15 per cent, with a minimum payment of eight hours for work done on a Monday to Friday inclusive and four hours for work done on a Saturday.

- (iv) All wages shall be paid weekly or fortnightly at the employer's discretion.
- (v) At the employer's discretion wages shall be paid by cash, cheque or electronic funds transfer into the employee's bank (or other recognised financial institution) account.

#### **24. Rest Pause**

Employees shall be allowed each day, without reduction of pay, a rest pause of ten minutes' duration between 9.00a.m. and 10.00a.m. and a rest pause of ten minutes' duration between 2.30p.m. and 3.00p.m. Such rest pauses shall be taken, in default of agreement, at a place nominated by the employer.

#### **25. First-Aid Allowance**

An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications, such as a certificate from the St. John's Ambulance or similar body shall be paid an allowance as set out in item 8 of Table 2 if the employee is appointed by an employer to perform first-aid duty.

#### **26. Dispute Avoidance and Grievance Procedure**

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

- (i) Procedure relating to grievance of an individual employee:
  - (a) The employee shall notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
  - (b) The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
  - (c) Reasonable time limits must be allowed for discussion at each level of authority.
  - (d) At the conclusion of the discussion, the employer must provide a response to the employees' grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
  - (e) While a procedure is being followed, normal work must continue.
  - (f) The employer may be represented by an Industrial Organisation of Employers and the employee may be represented by an Industrial Organisation of Employees for the purpose of each procedure.
- (ii) Procedure for a dispute between an employer and the employees:
  - (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
  - (b) Reasonable time levels must be allowed for discussion at each level of authority.
  - (c) While a procedure is being followed, normal work must continue.
  - (d) The employer may be represented by an Industrial Organisation of Employers and the employee may be represented by an Industrial Organisation of Employees for the purpose of each procedure.

## 27. Union Meetings

Employees shall be entitled to be paid for two meetings for the purpose of discussing matters affecting the award each calendar year, subject to the following:

- (i) The meeting shall be called by the Secretary of the Union, who shall notify at least 14 days in advance of such meeting the Cemeteries and Crematoria Association of New South Wales and Employers First™.
- (ii) Such meetings shall not be held on a Monday or Friday or adjacent to a public holiday.

If a meeting is called in the same week as a paid meeting of employees employed under the terms of the Funeral Industry (State) Award, then such meeting shall be held on the same day as the Funeral Industry, but shall commence not later than 9.00 a.m. If a meeting is not held on the same day as the Funeral Industry, then it will not be held within 2 weeks of a Funeral Industry meeting and will commence not earlier than 1.00 p.m.

- (iii) The maximum time allowed away from work for each meeting shall be of not more than 4 hours including travelling time. Employees shall attend for duty for any part of the rostered day occurring before or after the meeting.
- (iv) Employees shall produce satisfactory proof that they attended the meeting.

## 28. Clothing - Cemetery Provision

All employees shall be entitled to the footwear and clothing prescribed hereunder:

- (i) Where graves are being dug in wet ground gum boots shall be supplied by the employer for the use of grave diggers.
- (ii) Employees working in wet weather shall be supplied by the employer with gum boots, waterproof coats and trousers and sou westers.
- (iii) An employee required to work in a cemetery in a capacity other than that of office worker shall be supplied with boots. Such employee shall be provided with suitable overalls or trousers.
- (iv) Employees shall take all reasonable care to guard against loss of clothing issued by the employer.
- (v) All unserviceable items of clothing, footwear or rain clothing issued under this clause shall be presented for inspection to the employer before a new issue is made.
- (vi) Employees required to use pneumatic picks upon request shall be provided with gloves.
- (vii) On termination of employment all employees shall return all items of clothing, boots, etc., issued by the employer to the employee, or make repayment of the proportionate value of the items not so returned.

## 29. Protective Clothing - Crematoria Provision

- (i) Employees shall be provided with suitable overalls or uniform and in addition, when required to work in periods of rain, shall be supplied with suitable waterproof clothing.
- (ii) An employee required to work in places where water is underfoot shall be provided with rubber knee-boots.
- (iii) Suitable gloves shall be provided to transformer hands and their assistants.
- (iv) An employee required to work in a crematorium in any capacity other than that of office worker, shall be supplied with boots.

### 30. 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 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.



### 31. Redundancy

- (i) Application
- (a) This clause shall apply in respect of full-time and part-time employees.
  - (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
  - (c) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
  - (d) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- (ii) Introduction of Change
- (a) Employer's duty to notify
    - (1) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
    - (2) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- Provided that where the award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.
- (b) Employer's duty to discuss change
    - (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
    - (2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph (a) of this subclause.
    - (3) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

## (iii) Redundancy

## (a) Discussions before terminations

- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to subparagraph (1) of paragraph (a) of subclause (ii) above, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (1) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (3) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

## (iv) Termination of Employment

## (a) Notice for changes in production, programme, organisation or structure

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "programme", "organisation" or "structure" in accordance with subclause (ii) (a)(1) above.

- (1) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

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

## (b) Notice for technological change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with subclause (ii)(a)(1) above:

- (1) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.

- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
  - (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.
- (c) Time off during the notice period
- (1) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
  - (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (d) Employee leaving during the notice period
- If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (e) Statement of employment
- The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- (f) Notice to Centrelink
- Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (g) Centrelink Employment Separation Certificate
- The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Centrelink.
- (h) Transfer to lower paid duties
- Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii) above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.
- (v) Severance Pay
- (a) Where an employee is to be terminated pursuant to subclause (iv) above, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

- (1) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Under 45 Years of Age	Years of Service Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (2) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (3) 'Weeks pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.

- (b) Incapacity to pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) above.

The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause (i) above will have on the employer.

- (c) Alternative employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) above if the employer obtains acceptable alternative employment for an employee.

- (vi) Savings Clause

Nothing in this award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this award.

### 31A. Traineeships

As to traineeships for persons covered by this Award, see the Training Wage (State) Award 2002, published 26 September 2003 (341 I.G. 569) or any other successor thereto.

**32. Area, Incidence and Duration**

- (a) This award is made following a review under section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Cemetery and Crematoria Employees (State) Award published 22 July 2005 (352 I.G. 614), 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 11 November 2008.

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

- (b) It shall apply to all cemetery and crematoria employees throughout the State, excluding the County of Yancowinna within the jurisdiction of the Cemetery and Crematoria Employees (State) Conciliation Committee.

**CEMETERY AND CREMATORIA EMPLOYEES (STATE) INDUSTRIAL COMMITTEE****INDUSTRIES AND CALLINGS**

Persons employed in or in connection with cemeteries and crematoria throughout the State, excluding the County of Yancowinna; Excepting -

Such employees as are employed by Shire or Municipal Councils which are trustees of cemeteries and/or crematoria.

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

Classification	Base Rate \$	New Base Rate as at 2006 SWC Variation \$	Hourly Rate \$	New Base Rate as at 2007 SWC Variation \$	Hourly Rate \$	New Base Rate as at 2008 SWC Variation \$	Hourly Rate \$
General Hand	587.59	607.59	15.99	627.59	16.52	652.69	17.18
5 yrs	599.45	619.45	16.30	639.45	16.83	665.03	17.50
10 yrs	611.31	631.31	16.61	651.31	17.14	677.36	17.83
15 yrs	623.17	643.17	16.93	663.17	17.45	689.70	18.15
Grave Digger	615.09	635.09	16.71	655.09	17.24	681.29	17.93
5 yrs	627.64	647.64	17.04	667.64	17.57	694.35	18.27
10 yrs	640.19	660.19	17.37	680.19	17.90	707.40	18.62
15 yrs	652.74	672.74	17.70	692.74	18.23	720.45	18.96
Transformer Hand	611.19	631.19	16.61	651.19	17.14	677.24	17.82
5 yrs	623.64	643.64	16.94	663.64	17.46	690.19	18.16
10 yrs	636.09	656.09	17.27	676.09	17.79	703.13	18.50
15 yrs	648.54	668.54	17.59	688.54	18.12	716.08	18.84

The 2006 and 2007 State Wage Case variations shall take effect from the beginning of the first pay period to commence on or after 3 October 2008.

The 2008 State Wage Case variation shall take effect from the beginning of the first pay period to commence on or after 3 October 2009.

**Table 2 – Allowances**

Item No.	Clause No.	Brief Description	Amount as at 2006 State Wage Variation \$	Amount as at 2007 State Wage Variation \$	Amount as at 2008 State Wage Variation \$
1	6(iv)(a)	Body has been buried for 14 days or less	60.92 per week	63.36 per week	65.89 per week
2	6(iv)(b)	>14 days but <7 yrs and has been artificially embalmed	73.07 per week	75.99 per week	79.03 per week
3	6(iv)(c)	>14 days but <7 yrs and has not been artificially embalmed	121.85 per week	126.72 per week	131.79 per week
4	6(iv)(d)	Body buried > 7 yrs	60.92 per week	63.36 per week	65.89 per week
5	8	Leading Hand	29.99 per week	31.19 per week	32.44 per week
6	11(i)	Meal allowance	10.50 per day	10.91 per day	11.38 per week
7	11(ii)	Meal allowance	6.51 per day	6.76 per day	7.05 per week
8	25	First Aid	8.21 per week	8.54 per week	8.88 per week

The 2006 and 2007 State Wage Case variations shall take effect from the beginning of the first pay period to commence on or after 3 October 2008.

The 2008 State Wage Case variation shall take effect from the beginning of the first pay period to commence on or after 3 October 2009.

E. A. R. BISHOP, Commissioner

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1730 of 2008)

Before Commissioner Tabbaa

6 November 2008

### **REVIEWED AWARD**

1. Delete the reference "(Catholic Family Leave) (State) Award" in subclause 15.1 of clause 15, Sick Leave and subclause 16.1 of clause 16, Personal/Carer's Leave of the award published 17 March 2006 (358 I.G. 69) and insert in lieu thereof the following:

(Catholic Personal/Carer's Leave) (State) Award

2. 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 6 November 2008.

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

I. TABBAA, Commissioner

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**COMMUNITY COLLEGE PRINCIPALS (NEW SOUTH WALES)  
AWARD 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C5594 published 8 June 2007

(362 I.G. 825)

(No. IRC 3095 of 2006)

**CORRECTION**

1. Insert in alphabetical order in the list of Community Colleges appearing in subclause 23.3 of clause 23, Area Incidence and Duration, the following:

"South Eastern Community College"

G. M. GRIMSON *Industrial Registrar.*

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**COUNTRY ENERGY FAR WEST INTERIM AWARD 2008**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Notification under section 130 by Country Energy of a dispute with Barrier Industrial Council and others re negotiations for replacement award.

(No. IRC 852 of 2008)

Before The Honourable Mr Deputy President Harrison

9 September 2008

**AWARD****Contents**

## Definitions

Clause No.	Subject Matter
1.	Anti-Discrimination
2.	Coverage and Parties
3.	Date and period of Operation
4.	Objectives
5.	Future Negotiations
5A	Secure Employment
6.	Collective Enterprise Awards
7.	Consultative Process
8.	Consultative Committees
9.	Introduction of Change
10.	Unions delegates' Rights
11.	Grievance and Dispute Resolution Procedure
12.	Disciplinary and Counselling Procedure
13.	Terms of Employment
14.	Permanent part time Employment
15.	Temporary Employees
16.	Casual Employees
17.	Apprentices and Trainees
18.	Appointments and Grading
19.	Mixed duties and Functions
20.	Hours of Work
21.	Flexible Working Hours
22.	Shift Work
23.	Quick Shift
24.	On call and Standing By
25.	Payment
26.	Salary Sacrifice
27.	Overtime - Other Than for Shift Workers
28.	Rest Period After Overtime
29.	Meal time and Allowances
30.	Redundancy
31.	Sick Leave
32.	Personal Carer's Leave
33.	Annual Leave
34.	Long Service Leave
35.	Parental Leave
36.	Jury Service

37. Award Holidays
38. Bereavement Leave
39. Special Leave (Water Division)
40. Accident Pay
41. Travelling Time and Fares
42. Drivers Licences
43. Private Motor Vehicle - Allowances
44. Trade Unions Leave
45. Training
46. Apprentices/trainees
47. Living Away
48. Camping
49. First Aid Allowance
50. Leading Hand Allowance
51. Tools
52. Area Climate Allowance (BEL, ASU)
53. Aircraft Allowance (BH electricity & BEL)
54. Climbing Allowance (BH electricity & BEL)
55. Uniforms/protective Clothing
56. Wet Weather and Extreme Conditions
57. Outsourcing
58. No Extra Claims
59. Leave Reserved
60. Classifications and Rates of Pay
61. Allowances - Table 1 Part B
62. Appendix 1
63. Appendix 2
64. Appendix 3
65. Appendix 4
66. Appendix 5
67. Appendix 6
68. Appendix 7 - Classifications and Rates of Pay
69. Appendix 8 Payroll history

### **Definitions**

#### **Ordinary Pay**

"Ordinary Rate of Pay" shall mean the rate of pay prescribed for work being performed in accordance with the classification contained within this Award.

#### **Consultative Process**

A formal consultative process with employees to achieve the objectives contained in clause (4) of this Award and to ensure that the views of employees are taken into account by Country Energy (CE) and that CE has an informed basis on which to make decisions. The Unions will be entitled to access to the consultative process detailed in clause (7).

### **1. Anti-Discrimination**

It is the intention of the parties to seek to achieve the object in Section 3(f) of the New South Wales Industrial Relations Act 1996 to prevent and eliminate discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age. The parties have obligations to take all necessary steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effect.

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.

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 person's 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.

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.

## **2. Coverage and Parties**

- (i) This Award shall apply to Country Energy and its employees.
- (ii) This Award governs all employment, wages, and conditions of the employees to whom this Award applies and takes precedence and overrides any previous award, agreement or contract.
- (iii) This Award shall be registered in the Industrial Relations Commission of New South Wales as the "Country Energy Far West Interim Award 2008". The parties are Country Energy, the Construction, Forestry, Mining and Energy Union, Mining and General Division (South Western District) NSW Branch, Broken Hill Town Employees' Union (TEU) and United Services Union (ASU) affiliated with the Barrier Industrial Council.
- (iv) For the avoidance of doubt this Award is not intended to apply to any employee if that employee is receiving a Total Remuneration Package which exceeds the highest classification (inclusive of super) as detailed in the classifications & rates of pay under this Award.

## **3. Date and Period of Operation**

This Award shall commence on 11th July 2008 and remain in force for two years.

## **4. Objectives**

The parties to this Award will work towards the achievement of the following objectives:

- (i) Country Energy's values, business objectives and key performance areas, eliminating workplace accidents and delighting our customers.
- (ii) To be the leading and preferred provider of retailing, distribution, maintenance and construction of water, energy and utility services to inland Australia.
- (iii) Development of on going career opportunities and the development of training and occupational health and safety programs and policies.
- (iv) Commitment to and involvement in Country Energy's quality service and continuous improvement programs.
- (v) Commitment to and involvement in consultative processes for continuous organisational improvement.
- (vi) Commitment to and involvement in the agreed dispute settlement procedure.
- (vii) To recognise the contributions of all employees to improvements in productivity, efficiency, and their participation in the achievement of these objectives.

- (viii) To provide terms and conditions of employment in conjunction with Country Energy's policies with a view to maximising job security.

## 5. Future Negotiations

At least six (6) months before the nominal expiry date of this Award the parties shall commence negotiations for a replacement Award.

### 5A. 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 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 or 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.

### **6. Collective Enterprise Awards**

CE is committed to collective bargaining and will not enter into individual employment contracts with employees covered by this Award without the agreement of the Union representing the employee.

When employees move through the highest classification (inclusive of super) as detailed in the classifications & rates of pay under this award, they may elect to enter into individual contracts with CE. This is optional and at the discretion of both the employee and employer.

Any contract offers will be advised to the relevant Union as per our Award relating to consultation (refer to clause 7).

### **7. Consultative. Process**

The parties concerned will use this consultative process where alternatives to this Award's provisions are being considered.

Participation in the consultative process by all parties shall be from the onset where alternatives to the provisions of this Award are being considered.

- (i) All parties concerned are to be involved in the analysis and decision making process about a proposed alternative arrangement.
- (ii) Country Energy will take all possible means to ensure that any adverse effect on an employee will be minimised or resolved.
- (iii) Employees, their Union or Country Energy may initiate the consultative process.

### **8. Consultative Committees**

- (i) Consultative committees will be established by mutual agreement by the parties to this Award. A consultative committee shall comprise representatives of Country Energy and employees.
- (ii) The role of a consultative committee shall be to discuss and develop methods of achieving the objectives of this Award, addressing difficulties or impediments to the achievement of those objectives, and developing alternative arrangements permitted under this Award.
- (iii) The form, structure and procedures of consultative committee meetings shall be determined by agreement between Country Energy and the employees.
- (iv) The members of a consultative committee reserve the right to seek advice on matters under discussion by the consultative committee.
- (v) Consultative committees shall not be utilised in respect of matters, which are being or should be processed pursuant to the Grievances and Disputes Settlement procedures.
- (vi) Senior management and the Unions may attend and participate in consultative committee meetings.

### **9. Introduction of Change**

- (i) Where Country Energy (CE) makes a decision to introduce major changes in production, program, organisation, structure or technology for reasons of an economic, technological, structural or similar nature, that will have significant effects on employees, CE shall consult with the staff and Union/s who may be affected.

- (ii) "Significant effects" include termination of employment, major changes in the composition, operation and size of Country Energy's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (iii) CE shall discuss with employees affected and the Union/s, the effects the changes are likely to have on employees and measures to minimise their impact on employees, and shall give prompt response to matters raised by the employees and the Union/s.
- (iv) For the purpose of this sub clause, consultation means the parties will consult and confer. Nothing in this sub clause should imply that consultation includes negotiation, nor should it imply agreement.

### **10. Union Delegates' Rights**

Union Delegates at Country Energy shall have the right to:

- (i) Approach, or be approached by a member for the payment of Unions dues or other payments, or to discuss any matter related to this member's employment, during working hours.
- (ii) After advising the employer upon arrival and obtaining permission the right of the Union organiser/official and the Union delegate to move freely for the purpose of consulting other delegates during working hours and to negotiate with the management together with other Union delegates on behalf of all or part of the members and on any matters in accord with Unions policy affecting the employment of members.
- (iii) Call meetings and for members to attend these meetings on the job, such meetings to be outside of work time unless prior permission obtained.
- (iv) Have protection from victimisation and this right to be expressed in prohibiting the employer seeking to separate the Union delegate from the Union members that elected them without first consulting with the Unions.
- (v) Have access to a telephone, computer, intranet and internet, to have within their work proximity suitable cupboards and furniture to enable them to keep records, Union circulars, receipt books, etc so as to efficiently carry out the Union responsibilities.
- (vi) Place notices on notice boards after advising the employer of the notice details. Notices can be placed on notice boards dealing with matters of interest to members and within the policy of Country Energy.
- (vii) Attend meetings (e.g. regional, organisational or delegates) held by the Union in which they hold office without loss of any or rights following the approval of the Country Energy.
- (viii) Have all Awards and arrangements negotiated with Country Energy set out in writing, and for these Awards and arrangements to be provided to delegates on request.

### **11. Grievance and Dispute Resolution Procedure.**

- (i) Workplace grievances should be prevented, and disputes resolved, by the provision of information and explanation, and by consultation, co-operation and negotiation, as quickly as possible, and at the lowest level possible within Country Energy.
- (ii) When an employee believes that a grievance or dispute has arisen or is likely to occur, regarding an employment matter, the following steps will be taken:

#### **Step 1.**

The employee will discuss with their supervisor the substance of the grievance or dispute and will state the remedy sought. The supervisor will investigate the grievance or dispute and will respond to the employee within two working days.

## Step 2.

Should the grievance or dispute remain unresolved, the employee will notify the relevant departmental or divisional manager, in writing, of the substance of the grievance or dispute, state the remedy sought, and request a meeting to discuss the matter. The departmental or divisional manager will investigate the grievance or dispute, will respond to the employee within two working days and will, if necessary, arrange a meeting of all concerned parties, including the Unions, to address and resolve the matter. The meeting will be conducted within five working days, or such longer period as may be determined by mutual agreement.

## Step 3.

Should the grievance or dispute remain unresolved, a conference will be arranged, by mutual agreement, for Country Energy and the Union to address and resolve the matter

## Step 4.

Should the grievance or dispute remain unresolved, Country Energy or the Union may refer the matter to the appropriate industrial tribunal for resolution.

- (iii) An employee will be entitled to seek the advice, assistance and attendance of their Union Delegate or Industrial Officer, or an employee representative, at any stage of this procedure.
- (iv) This procedure will not prevent Country Energy or the Union from making direct representations to one another on any matter giving rise, or likely to give rise, to a grievance or dispute.
- (v) During the application of the grievance and dispute resolution procedure, the normal work situation that existed prior to the grievance or dispute arising will, where practicable, be maintained and no party will be prejudiced.

## 12. Disciplinary and Counselling Procedure

- (i) Country Energy shall promulgate and implement an agreed disciplinary and counselling procedure containing provisions for the downgrading of employees who breach safety standards in force at Country Energy.
- (ii) Country Energy shall promulgate and implement with agreement by the parties to this Award, a disciplinary and counselling procedure containing provisions for the downgrading of employees who breach safety standards in force at Country Energy.
- (iii) The intent of the procedure is that disciplinary action be used as a last resort.
- (iv) In most instances relating to the performance or conduct of staff, counselling of staff members should be considered as an alternative to embarking on more formal disciplinary action. In any case (with the exception of serious misconduct), counselling should be the preliminary step to disciplinary procedures.
- (v) To immediately categorise a situation as disciplinary would generally be counter-productive and may create an antagonistic environment, making positive improvement difficult to achieve. Immediate disciplinary action would also deny the staff member's right to respond at the earliest opportunity to any concerns and could discourage the disclosure of the cause of any problem.
- (vi) An investigation team will assess each case before any decision is made to down grade an employee. The team will consist of the representative from HR, the supervisor/manager and Union representative.

### Appeals

- (i) An employee against whom disciplinary action has been taken has a right to appeal. Any appeal shall be lodged within 14 days of receiving a copy of CE's determination. Appeals are to be lodged with the General Manager Human Resources and will include a written notice of appeal specifying the grounds



for appeal against the Investigating Committee's determination, together with the submissions the employee wishes to have considered in support of the appeal.

- (ii) Upon receipt of a written notice of appeal the GMHR in consultation shall convene an Appeal Committee consisting of the GMHR, Union representative and an independent officer. The appeals committee will be independent of the investigation committee (as described in 12 (v) above).
- (iii) The Appeal Committee shall consider the Investigating Committee's determination and reasons and the employee's grounds of appeal and submissions, together with any other material that it may call for.
- (iv) The Appeal Committee shall not be obliged to conduct a hearing or receive oral submissions nor shall the rules of evidence apply to its deliberations.
- (v) The Appeal Committee shall determine the appeal by allowing it in whole or in part, in which event it shall set aside CE's determination in regard to disciplinary action and substitute its own determination as the determination of CE, or dismiss the appeal in which event the disciplinary action taken by CE shall be of full force and effect.

### **13. Terms of Employment**

- (i) Notice of Termination:
  - (a) To terminate employment, an employee shall give written notice of termination of employment of not less than four days. Country Energy shall give written notice of termination of employment of not less than four weeks. The period of notice may be reduced by mutual Award.
  - (b) Where an employee is over 45 years of age and has completed at least two years' continuous service with Country Energy, an additional week of notice must be given by the employer.
  - (c) Except where the period of notice is reduced by mutual agreement, payment or part payment in lieu of notice shall be made by Country Energy if the full notice or part notice is not given. If the employee fails to give notice or gives incomplete notice, Country Energy shall withhold an amount of money for the period of notice not given from any termination payment due to the employee.
  - (d) The period of notice shall not apply to summary dismissal.
- (ii) Time off Work during the Period of Notice

An employee working during notice of termination (notice given by the employer) shall be allowed at least one day off with pay to look for work. Time off shall be convenient to the employee after consultation with Country Energy. Further time off may be granted at Country Energy's discretion.

- (iii) Statement of Employment
  - (a) Country Energy shall, give an employee whose employment has been terminated, a written statement specifying the period of employment and the classification and type of work performed by the employee.
  - (b) Country Energy will provide telephone references relating to former CE employees from prospective employers when requested.

### **14. Permanent Part Time Employment**

- (i) A part time employee is an employee who works less than the number of ordinary hours worked by full time employees. Unless otherwise mutually agreed between the employer and the employee, the minimum number of days to be worked per week under this clause is two (2).

- (ii) Part time employees shall be paid an hourly rate calculated by dividing the appropriate salary by the number of hours worked by full time employees in the same classification.
- (iii) A part time employee shall be entitled to Award conditions. Annual leave, long service leave and all other authorised leave shall be on a proportional basis as the employee's average hours of work relate to those worked by full time employees.
- (iv) A part time employee shall receive overtime rates for any time worked in excess of the ordinary hours specified for a full time employee.

#### **15. Temporary Employees**

- (i) A temporary employee is an employee employed temporarily for a period of not more than twelve months and includes a temporary part-time employee. At the expiration of that period, work requirements will be reviewed in consultation with the Unions.
- (ii) A casual employee shall not be employed as a temporary employee.
- (iii) Temporary employment shall not be used as alternative to full time employment
- (iv) Full time or part time temporary employees shall be paid the rate of pay as is applicable for the classification to which they have been appointed.
- (v) Temporary employee shall be entitled to the same wage, conditions and entitlements as a permanent employee in the same classification as the temporary employee, together with agreed superannuation, long service leave and sick leave provisions calculated on a pro-rata basis.

#### **16. Casual Employees**

Refer Clause: 59, Leave Reserved

- (i) A casual employee is one engaged intermittently in work of an irregular, occasional and/or unexpected nature, and who is engaged and paid by the hour. Full time, part time and temporary employees are not casual employees.
- (ii) Casual employees are not to be used as fulltime employees nor work fulltime hours.
- (iii) A casual employee shall be paid the hourly rate of pay for the appropriate classification plus a loading of (20%) with a minimum payment of three hours pay for each start. The (20%) casual loading is not included in the calculation of overtime.
- (iv) The casual loading is in lieu of annual leave, sick leave and award holidays.
- (v) Casual employees required to work on a penalty shift or public holiday shall be paid the appropriate penalty in addition to their casual rate of pay.

#### **17. Apprentices and Trainees**

- (i) The provisions of this Award apply to apprentices and trainees employed by Country Energy.
- (ii) Employment as an apprentice or trainee shall not continue beyond the completion of the term of the apprenticeship or traineeship unless further employment is offered and accepted.
- (iii) Recognition for time served whilst undertaking an apprenticeship or traineeship - refer to clause 34.8 (viii).

#### **18. Appointments and Grading**

Refer Clause: 59, Leave Reserved.

- (i) Appointment, promotion and annual incremental progression shall be subject to:
  - (a) The employee's satisfactory performance of duties and functions and; if training is provided by CE
  - (b) The employee undertaking, employer endorsed training relative to the employee's duties and functions whenever required.
- (ii) Appointment to a classification or grade shall be determined by Country Energy.
  - (a) Country Energy shall maintain an agreed job evaluation system to determine the Award classification rate of pay for each position. The job evaluation system shall be used where the duties, functions, responsibilities and skill requirements of a position are altered. Until there is an agreed evaluation system in place incremental progression shall occur.
  - (b) Promotion to a classification, a higher grading, accelerated progression, shall be determined by Country Energy having regard for the duties, functions, responsibilities, skill requirements and work value principles.
  - (c) An employee who agrees to work in an equal or lower paid position may be reclassified or regraded to that position. However, the employee's rate of pay shall not be reduced in the first four weeks after reclassification or regrading. This provision does not apply in cases of reclassification or regrading under clause 19 (ii) of this Award.
- (iii) Where an employee is not satisfied with a decision relating to appointment or grading, the employee may apply in writing to the authorised person within 28 days for a review of the decision.

#### **19. Mixed Duties and Functions**

An employee, who is competent to do so, shall where required perform alternative work to that usually performed by the employee, without reduction in pay. This is subject to mutual Award by both parties.

##### **1. Acting Higher Grade**

- a) Employee's in field positions who perform the work of another employee for a minimum one (1) full day and for clerical/professional staff who perform the work of another employee for a minimum of one week which is paid at a higher rate than the employee's position, the employee shall be paid according to the employee's skills, qualifications and experience but not less than the entry level for the position.
- b) Where an Award holiday or group of Award holidays occurs during a period when an employee is acting in a higher paid position, the employee shall be paid for the holiday/s at the rate for acting in the position.
- c) An employee shall not receive higher grade pay whilst on leave unless the employee has acted in the position for an aggregate of at least six (6) months during the twelve (12) month period prior to going on leave or continuously for at least three (3) months immediately preceding the commencement of the leave.
- d) Except where an employee is relieving an employee who is on approved leave, periods of acting in a higher grade position shall not exceed six (6) months.
- e) At the completion of the alternate work period an employee shall return to their former position or a mutually agreed role.

#### **20. Hours of Work**

- (i) Spread of Ordinary Hours of Work

Country Energy and its employees agree there are three objectives to consider in determining the structure of working hours under this Award:

- (a) The most effective way of servicing the customer; and
- (b) The most effective way of meeting employee's needs for satisfying work, personal development, health and workplace safety.
- (c) The most efficient production and delivery of the service.

Unless otherwise determined in accord with the provisions of this Award, standard hours are hours worked between:

0755 to 1600 hours (water division),  
0730 to 1512 (electricity northern division)  
0730 to 1615 (electricity southern division)  
0715 to 1700 (USU field staff)  
0800 to 1600 (USU administration staff)  
0830 to 1730 (northern administration staff - RDO)  
0830 to 1642 (northern administration staff No RDO)

Mondays to Fridays inclusive subject to starting and finishing times.

This spread of hours (standard hours of work) may be altered by agreement between Country Energy and employees concerned.

- (ii) The span of ordinary hours of work for day workers shall be between (6.00 a.m. and 6.00 p.m.) Monday to Friday inclusive.
- (iii) Starting and Finishing Times
  - (a) Where agreement is reached between Country Energy and an employee or employees, up to 10 ordinary working hours per day may be worked without the payment of overtime. Where an employee's ordinary hours of work exceed seventy two in any two week cycle, the employee shall be paid overtime rates for those hours worked in excess of seventy two, provided that Country Energy has required that employee to work in excess of the seventy two hours.
  - (b) The starting and finishing times within the spread of hours shall be determined by Country Energy in consultation with the employees concerned.
- (iv) Ordinary Hours of Work - Day Workers
  - (a) The fortnightly ordinary hours of work for day workers receiving a RDO shall be (seventy two per fortnight), to be worked on (nine weekdays at 8 hours per day) RDO's are to be staggered so that services are maintained.
  - (b) Where Country Energy and the Unions, in conjunction with the employees concerned, agree, the ordinary hours of work may be worked to a total of one hundred and forty four on nineteen weekdays in any four week cycle.
  - (c) The fortnightly ordinary hours of work for day workers not receiving a RDO shall be seventy two hours per fortnight worked at 7.2 hours per day worked between 0830 - 1642 hours.
  - (d) The hours of duty for employees are provided in the Flexible Working Hours Arrangement. The arrangement provides for flexible working hours to meet the operational and client service needs of the work area and the personal needs and interests of employees. It does this by providing flexible starting and finishing times, as well as access to an accrued full day or days off within a work cycle.

- (e) An employee who requests to work a thirty six hour, five day week for family or personal reasons may, with the consent of Country Energy may do so.
- (f) Where an employee's rostered day off falls on an award holiday, the employee may either take the next working day as a rostered day off or with the consent of Country Energy take another mutually agreed day instead.
- (g) Employees at either Country Energy's request or on their own request and with the approval of Country Energy, may defer and accumulate rostered days off to be taken at a mutually agreed time provided that an employee shall not accumulate more than five rostered days off at any one time.

(v) Ordinary Hours of Work - Shift Workers

Except as otherwise provided, the ordinary hours of work for shift workers shall be in a roster cycle, the number of weeks in the cycle multiplied by thirty-six.

(vi) Hours of Work - General

It is a consideration for the ordinary hours of work being (thirty six per week) that the ordinary hours of work be actual hours worked inclusive of morning tea break.

(vii) Crib/lunch breaks for day workers (field) are to be unpaid.

(viii) Lunch breaks for administration staff are to be unpaid.

## 21. Flexible Working Hours

(i) The arrangements that will apply to Administration & Professional Staff are:

- (a) Ordinary hours of work will be seventy two (72) hours per fortnight.
- (b) The span of ordinary hours of work will be 6.30 a.m. to 6.30 p.m. Monday to Friday inclusive. All hours worked outside of the spread of ordinary hours will be overtime (Refer Clause 27).
- (c) Standard core hours of work for administration staff utilising flexitime will be 8.00 a.m. to 4.00 p.m. or 9.00 a.m. to 5.00 p.m., with a 48 minute lunch break taken between 12.00 noon and 2.00 p.m., Monday to Friday inclusive.
- (d) Employees may work flexible hours by varying their standard hours; starting and finishing times and lunch breaks within the spread of ordinary hours of work.
- (e) Employees who fail to honour the spirit of the Flexible Working Hours provisions shall revert to standard hours.
- (f) Flexible working hours will be determined by consultation and agreement between an employee and the employee's supervisor, and will be managed by the employee's supervisor and will be recorded on a time sheet.
- (g) Flexible working hours will be reconciled over a period of four weeks, the settlement period, which will correspond with two consecutive pay periods.
- (h) Employees who work in excess of the ordinary hours of work may accrue a maximum credit of 15 hours, and any credit up to the maximum may be carried over from one settlement period to the next. An employee who accrues in excess of the maximum credit of 15 hours in a settlement period will be paid overtime rates for those excess hours, in the pay period immediately following that settlement period.

- (i) Employees who work less than the ordinary hours of work may accrue a maximum debit of 10 hours, and any debit up to the maximum may be carried over from one settlement period to the next. An outstanding debit may be deducted from an employee's entitlements upon termination of employment.
- (ii) Flexible working hours arrangements are for permanent full time employees only. Temporary and part-time employees are not entitled to this provision.

## **22. Shift Work**

- (i) Employees may be required to work a 1, 2 or 3 shift system and shall be paid a shift allowance in accord with the provisions of this Award.
- (ii) The ordinary hours of work for shift workers is an average of seventy-two (72) hours per fortnight over a roster cycle. Shift workers may be required to work more than 72 hours in any one fortnight, but the total number of ordinary hours worked in a roster cycle must not exceed:
  - (a) Number of fortnights in roster cycle multiplied by 72 hours.
  - (b) The number of fortnights in a roster cycle shall not exceed 4.
- (iii) Shifts may be:
  - (a) Afternoon Shift: a shift finishing after 18:30 and before or at midnight;
  - (b) Night Shift: a shift - finishing between midnight and 06:30, or commencing between midnight and at or before 05:00.
  - (c) Day Shift: standard hours - normally 0755 to 1600.
- (iv) Employees working shifts (shift workers only), as defined in clause 22 (i, ii, iii), shall be eligible for the allowances listed below.
  - (a) **Afternoon Shift Allowance**

Employees working the afternoon shift will be paid an allowance, with pro rata payment for portion of an afternoon shift worked.
  - (b) **Night Shift Allowance**

Employees working the night shift will be paid an allowance, with pro rata payment for portion of a night shift worked.
  - (c) **Morning Shift Allowance**

Employees working the morning shift will be paid an allowance, with pro rata payment for portion of a morning shift worked.

## **23. Quick Shift**

- (i) Where an employee is a day worker or a shift worker and is required to work a Quick Shift; (i.e. any two (2) completed shifts within any period of 24 hours) the employee, subject to other provisions of this sub-clause, shall be paid at double time for the second shift worked.
- (ii) Where a Quick Shift is worked on Monday to Friday inclusive (excluding Public Holidays) the payment of double time shall be made for the second shift only.

- (iii) Where a Quick Shift is worked on a weekend, Public Holiday or Leisure Day, only the rate prescribed by this clause in respect of such quick Shift, shall apply, i.e. double time will be the maximum total rate payable for the second shift worked.
- (iv) The classification of Quick Shifts shall not apply by reason of:
  - (a) Normal change of shift, under regular shift workers' routine;
  - (b) Change of shift at employee's request.

#### **24. on Call and Standing By**

(Refer Clause: 59, Leave Reserved).

- (i) On Call and Standing By
  - (a) Employees may make themselves available for "on call and standing by".
  - (b) Country Energy will consult with employees in determining an "on call and standing by" roster.
  - (c) If insufficient employees have nominated themselves for an adequate "on call and standing by" roster Country Energy will nominate the employees to be included in the "on call and standing by" roster.
  - (d) An employee designated as "on call and standing by" shall be available for emergency and/or breakdown work outside the employee's usual hours of duty.
  - (e) On call and stand by is not pre-arranged overtime that has been pre-arranged prior to an employee's normal ceasing time.
- (ii) Emergency and/or Breakdown Work:

Emergency and/or breakdown work includes restoring continuity of supply returning to safe operating conditions any plant and equipment, which has failed, or is likely to fail, and/or maintenance work of an urgent nature to avoid interruption to supply. This work includes all aspects of a customer's installation, plant, equipment or appliances, which if not attended to, will cause distress, hardship or loss to the customer and/or other occupants of the premises.
- (iii) Call Out:

A call out shall commence from the time of attending the call, or calls, and will include the time spent on attending the call, for emergency and/or breakdown work, to the time the employee arrives home or other authorised place. A call out also includes work involved on any further calls for service which the employee may receive whilst out on duty or before arrival at home. A call out does not include ordinary working time, which is continuous with a call out.
- (iv) On Call Duty Officer:

An on call duty officer, after the usual hours of work organises the work of calls received for emergency and/or breakdown work, and directs employees to respond to those calls. An on call duty officer usually does not carry out emergency and/or breakdown work whilst acting as duty officer.
- (v) Service Call:

A service call is all work in answering a customer call and directing on call employees to carry out work related to the call. A service call of less than fifteen minutes shall be counted as fifteen minutes.

## (vi) Officer-in-Charge:

An Officer-in-Charge, shall be available at all times after the usual hours of work to take charge of major emergency and/or breakdown work.

## (vii) Availability:

An employee on call and standing by shall:

- (a) Be in the general vicinity of the on call area for which they are responsible and be contactable at all times and respond to call outs without undue delay.
- (b) Not engage in activity or be committed in a way, which would prevent the employee immediately responding to a call out.

## (viii) On Call and Standing By Roster:

No employee shall be required to be constantly available beyond four weeks where other employees are available for duty. Where no other employees are available for inclusion in an on call and standing by roster, the employee concerned shall have at least one weekend off duty in each four weeks with out reduction in the availability allowance.

## (ix) Availability Allowance - On Call and Standing By:

An on call and standing by employee shall be paid an availability allowance as set in Item 1 of Table 1 of Part B of this Award.

## (x) Payment for Call-Outs:

An on call and standing by employee shall be paid, in addition to the availability allowance, at double ordinary time rate of pay for the time worked on each call-out.

## (xi) Minimum Payment:

The minimum payment for a call-out is three hours at double ordinary time rate of pay (electricity northern division, BEL & USU), 3.6 hours at double ordinary time rate of pay (water division).

## (xii) On Call Duty Officer - Availability:

- (a) An employee required to act as On Call Duty Officer, shall remain at home at all times, unless otherwise required in the course of the employee's duties, or except when allowed to leave home by permission of the Officer-in-Charge.
- (b) An On Call Duty Officer shall not be required to be constantly available beyond a period of four weeks where other employees are available for duty. Where no other employee is available for inclusion in the On Call Duty Officer roster, the employee concerned shall have at least one weekend off duty in each four weeks without reduction of the On Call Duty Officer Allowance.

## (xiii) On Call Duty Officer Allowance:

An On Call Duty Officer shall be paid a Duty Officer Allowance as set in item 1 of Table 1 of Part B of this Award whilst required to act in that capacity.

## (xiv) On Call Duty Officer - Payment for Service Calls and Direction of Work:

An employee acting as On Call Duty Officer shall be paid, in addition to the On Call Duty Officer allowance, double ordinary time rate of pay for the time required to attend to all service calls and to direct and record all work in respect of emergency and/or breakdown work. The minimum time payable for the work shall be fifteen minutes at double ordinary time rate of pay.



## (xv) Availability Allowance - Officer in Charge:

An Officer-in-Charge shall be paid an availability allowance as set in item 1 of Table 1 of Part B of this Award whilst so engaged.

## (xvi) Emergency and/or Breakdown Work - Officer-in-Charge:

(a) An Officer-in-Charge shall be paid in addition to the availability allowance, double ordinary time rate of pay for all time spent attending emergency and/or breakdown work.

(b) An Officer-in-Charge who attends emergency and/or breakdown work shall at all times ensure that satisfactory arrangements are made so that the Officer-in-Charge may be contacted without undue delay.

## (xvii) Officer in Charge - Availability:

An Officer-in-Charge shall not be required to be constantly available beyond a period of four weeks where other employees are available for duty. Where no other employees are available for inclusion in an Officer-in-Charge roster, the employee concerned shall have at least one weekend off duty in each four weeks, without reduction of the availability allowance paid.

## (xviii) Allowances - General:

## (a) Payment during Periods of Leave

Allowances paid under this clause shall continue to be paid to an employee during annual leave, long service leave, sick leave and worker's compensation, provided the employee has been on call and standing by or has been acting as a Duty Officer or Officer-in-Charge, either constantly or on a roster, for at least one month prior to the leave.

## (b) Other Allowances

Employees on call and standing by shall be entitled to all other allowances prescribed by this Award as may be applicable.

## (c) Calculation of a Week or Part Thereof

The allowances prescribed by this clause relate to a full week of seven days. Where the on call duties of an employee do not cover a whole week, the allowances shall be calculated and paid on the basis of one fifth of the amount for each or part ordinary working day, and one quarter of the amount for each or part Saturday, Sunday and/or Award Holiday. An on call period occurs on a Saturday, Sunday or Award Holiday if the major part of the on call and standing by period occurs on those any of those days.

## (xix) Rosters

Where an employee works to a roster, the allowance shall be divided by the proportion of the number of weeks on duty in any rolling period and paid in equal amounts for each week in the period. An employee required to perform extra duty at any time during their usual rostered off period shall receive additional payment for the extra duty in accordance with this clause.

## (xx) Work on An Award Holiday

An employee required to be On Call and Standing By on an Award holiday shall be granted one (1) day's leave in lieu.

## (xxi) Meal Breaks / Allowances

Meal breaks and meal allowances shall apply (where applicable) to employees engaged in on-call and standing by emergency and/or breakdown work.

## (xxii) Short Notice

Where an employee is called upon to replace an employee on the on-call roster due to unforeseen absences, and the notice is less than 48 hours, then an allowance as per table 1 - Allowances shall apply (this does not apply to changing of set rosters at employees request). The short notice has to be approved by the responsible supervisor before the replacement is made.

## (xxiii) Menindee and Wilcannia (Electricity Northern Division)

Employees required to work at Menindee or Wilcannia shall, if required to remain on continuous stand-by for three (3) weeks, be relieved for one (1) day either at weekends or during the normal working week whichever is mutually satisfactory.

## (xxiv) Standby (Water Division)

A daily allowance will be paid to employees who are required to "Stand-by": holding themselves available for duty, and shall be paid whether or not the employees are called in to work.

Employees shall perform stand-by duties as directed, but shall be given reasonable notice. Stand-by shall be arranged by roster within each workgroup. Such employees shall ensure that they can be contacted and can respond to a request to attend to duties while they are on stand-by, in a manner satisfactory to Country Energy.

Weekday	12 midnight to 8.00 am 4.00 pm to 12 midnight	1 hour at the base hourly rate. 1 hour at the base hourly rate.
Public holiday		8 hours at the base hourly rate
Weekend midnight Friday to mid night Sunday		8 hours per day at the base hourly rate

## 25. Payment

- (i) Employees shall be paid fortnightly and their pay shall be transferred to each employee's nominated bank, building society or credit Unions account no later than the close of business on the working day prior to pay day for funds to be available on payday.
- (ii) Pay periods will commence on Sundays and conclude on the following Saturday. Pays will be credited to individual employee bank accounts on the following Thursday after the close of the pay period.
- (iii) Country Energy reserves the right to change the day in which payment is made. In this instance, employees would be compensated accordingly. Consultation between the parties would be held prior to any action being undertaken.
- (iv) Country Energy shall deduct from an employee's pay any amounts, which the employee authorises in writing being contributions or payments for purposes approved by Country Energy, including Union membership fees.

## 26. Salary Sacrifice

- (i) Employees may elect to receive superannuation benefits in lieu of a proportion of their Award wages. The employee's election to vary their superannuation benefit must be in writing and would occur no more than once per calendar year.
- (ii) An employee may elect to receive an in house benefit up to a total value of \$1330.00 per annum in lieu of receiving the equivalent amount (\$1330) in wages under this Award.
- (iii) All entitlements (long service leave, sick leave, annual leave, superannuation, overtime) will be paid at the full rate prior to the salary sacrifice arrangements being made.
- (iv) The maximum amount of salary sacrifice is 30% of the base rate of pay.

This amount may be increased to 40% based on the employees remaining tenure within the organisation and will be on a case for case basis.

- (v) Where super contributions are made on a salary sacrifice basis, overtime and leave loading will be paid at the employee's pre-sacrifice salary rate.
- (vi) The employee's salary for severance and termination payments will be the gross salary, which the employee would receive if not taking part in salary sacrificing.

#### **27. Overtime - Other Than for Shift Workers**

- (i) Requirement to Work Reasonable Overtime:

Where required, employees shall work reasonable overtime.

- (ii) Payment for Working Overtime:

An employee directed to perform work in excess of the usual ordinary working hours or outside the usual working hours shall be paid at double ordinary time rate of pay until the employee is released from work as follows: -

- (a) Where, on any day, an employee works overtime immediately prior to the usual commencing time and immediately after the usual ceasing time, the total hours of both periods of overtime shall be taken into account for the purpose of the commencement of double ordinary time rate of pay.

- (iii) Payment for Work on a Holiday:

An employee who works on an award holiday shall be paid as follows:-

- (a) Any time worked between the usual commencing and usual ceasing time, at double ordinary time rate of pay in addition to the employee's ordinary pay for the day.
- (b) Any time worked before or after the usual ordinary hours of work, at double ordinary time plus one half the ordinary rate of pay until the employee is released from work.

- (iv) Time off In Lieu Of Payment:

An employee may elect, with the consent of Country Energy, to take time off, in ordinary time, in lieu of payment for overtime at a time or times agreed with Country Energy. Time off in lieu shall be on the basis of one hour off for each hour of overtime worked and shall be taken at a mutually agreed time.

- (v) Time off in Lieu Options:

- (a) Overtime worked paid at ordinary hours plus equivalent time off in lieu.
- (b) Overtime paid at overtime rates (no time in lieu)
- (c) No payment for overtime - equivalent hours @ appropriate overtime rate (actual hours worked) in lieu.
- (d) Country Energy shall, if requested by an employee, provide payment, at the relevant overtime rate for any overtime worked which was to be taken as time off in lieu and which has not been taken within four weeks of accrual, provided Country Energy was responsible for the employee not being able to take the relevant time off.

(vi) Standing By:

An employee directed to stand-by to work overtime shall be paid at ordinary time rate of pay from the time of commencement of the stand-by until released from the stand-by or until he commences working overtime.

(vii) Minimum Payment for Recall to Work Overtime:

An employee notified at work to start overtime later than one hour after the usual ceasing time, or earlier than two hours before the usual starting time, or an employee notified after finishing work to work overtime shall be paid a minimum of three hours (3) pay at overtime rates. However, the minimum payment shall not apply where overtime is continuous, including any meal break, with starting or finishing of the employee's usual working hours.

(viii) Transport of Employees:

When an employee, after having worked overtime finishes work at a time when reasonable means of transport are not available, Country Energy shall provide the employee with transport to the employee's home or pay the employee at the ordinary time rate of payment for reasonable time to travel home.

(ix) Rostered shift workers

Shift workers, or employees required to relieve shift workers, who perform shift work during their rostered break, shall receive payment at the rate of double time for work so performed, except where a definite transfer from one roster to another has been arranged.

### **28. Rest Period After Overtime**

- (i) Wherever reasonably practicable, employees shall have at least eight (8) consecutive hours off duty before commencing ordinary time work (refer flow chart appendix 1).
- (ii) An employee, recalled to work overtime after midnight, shall be entitled to extend the usual commencing time on the day following by an equivalent period. An employee shall receive payment for any ordinary hours, which fall within the extended start time period.
- (iii) If on the instruction of the supervisor, such employee resumes or continues work without having had 8 consecutive hours off duty, they shall be paid double their standard rate until they are released from duty for eight consecutive hours. These arrangements are subject to the ruling that when an employee has been working for 16 hours they will cease work. A review will be undertaken after 12 hours consecutive work to assess the competence of the employee to continue carrying out their normal duties safely.
- (iv) Rest periods shall not apply if any employee works overtime for less than three (3) hours.
- (v) To qualify for a rest period after overtime, an employee is required to work overtime or call-out for three (3) hours or more, either continuous or in broken periods, between midnight and their standard starting time (e.g. 8.00am) on their next standard working day.

### **29. Meal Time and Allowances**

(i) Meal Breaks:

- (a) An employee shall not, at any time, be compelled to work for more than five hours without a break for a meal.
- (b) Field employees shall be allowed an unbroken meal break of not less than thirty minutes without pay on each ordinary working day. Employees shall be granted a paid ten-minute morning tea break taken at the location of the work being undertaken.

- (c) The provisions of this sub-clause may be applied to shift workers when working on a day shift, which falls within the ordinary hours of work for day workers.
- (d) Administration employees shall be allowed a meal break of one hour (1) without pay on each ordinary working day.

(ii) Meal Times - Shift Workers:

Shift workers shall be allowed in each ordinary working shift, a meal crib time of thirty minutes.

(iii) Meal Times:

The times fixed for the taking of meal breaks during an ordinary working day or ordinary rostered shifts may vary for groups of employees and/or individual employees, as may be necessary or appropriate for the conduct of Country Energy's business and/or the management and best use of any mealtime facilities and equipment provided.

(iv) Working in usual Break:

- (a) An employee's usual time for the taking of a meal break may, by mutual Award, be varied temporarily or shortened in special circumstances rather than on a regular basis.
- (b) Where an employee is required to work through the usual meal time the employee shall be paid a crib allowance as prescribed in Part B table 1 for the period during which the meal break was deferred.

(v) Overtime Meal Breaks:

An employee required to work overtime shall have a thirty-minute meal break at the appropriate overtime rate on the following basis:

- (a) After one and one half hours or more overtime following the employee's usual finishing time. The meal break may be taken by mutual arrangement at the commencement of or during the overtime period.
- (b) After which, each additional period of four hours of overtime worked, meal breaks shall be taken during the overtime period by mutual arrangements. An employee shall not be compelled to work overtime for more than five hours without a meal break.
- (c) Paid meal breaks are time worked for the purpose of calculating overtime.
- (d) Meal breaks may be extended to not more than one hour, provided that any extension beyond thirty minutes shall be taken without pay.
- (e) An employee entitled to a meal break shall be paid a meal allowance as set in item 2 of Table 1 of Part B of this Award.
- (f) An employee who either works two hours or more prior to normal working hours or works overtime which is broken by a period of ordinary working hours or rostered shift, and the overtime in the aggregate is two hours or more, the employee shall be entitled to a meal allowance as set in item 2 of Table 1 of Part B of this Award. This entitlement does not entitle the employee to a meal break.

(vi) Shift Work Overtime:

Meal breaks during periods of overtime and the payment of meal allowances shall apply to shift workers required to work overtime outside the hours of their ordinary rostered shift, except where, by an approved arrangement made between employees or at their request, excess time is incurred in changed shifts or in their ordinary rostered shifts.

### 30. Redundancy

- (i) Where Country Energy has made a definite decision that an employee's job is redundant, Country Energy shall hold discussion with the employee directly affected and their Union.

Discussions are to identify alternatives to retrenchment including transfers to other work, retraining and voluntary redundancy programs.

For the purposes of the discussion Country Energy shall, as soon as practicable, provide to the employees concerned and their Union or Unions, all relevant information about the proposed redundancy including the reasons for, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the retrenchments are likely to occur. Country Energy shall not be required to disclose confidential information, which is not in its business interests.

- (ii) Where an employee is transferred to lower paid duties as an alternative to retrenchment, the employee shall be entitled to four weeks notice of transfer and the prevailing salary maintenance program as agreed between the Unions and Country Energy will be applied.
- (iii) Where a business is, before or after the date of this Award, transmitted to Country Energy and an employee who as a result of the transmission transfers to Country Energy:
- (a) the continuity of the employment of the employee shall be unbroken because of a transmission; and
  - (b) the period of employment, which the employee had with the transmitter or any prior transmitter, shall be service with Country Energy.
- (iv) During the period of notice of termination given by Country Energy an employee shall be allowed at least one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (v) Where a decision has been made to make a position redundant, Country Energy shall notify the appropriate agency as soon as possible of the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (vi) An employee whose employment is terminated shall be entitled to the following amount of severance pay in respect of a continuous period of service:

#### Voluntary Redundancy (refer appendix 4)

##### Service Between 1 Year and 13 Years -

- (a) Four weeks notice or payment in lieu. Plus an additional one weeks notice or pay in lieu for employees aged 45 years and over with 5 or more years of completed service.
- (b) Severance pay at the rate of 3 weeks per year of continuous service up to a maximum of 39 weeks, with pro rata payments for incomplete years of service to be on a quarterly basis.
- (c) The benefit allowable as a contributor to a retirement fund.
- (d) An additional acceptance payment, if a severance offer is accepted within two weeks of the written offer, as follows:

Period of Continuous Service	Severance Pay
Less than one year	2 weeks pay
One year and less than two years	4 weeks pay
Two years and less than three years	6 weeks pay
Three years or more	8 weeks pay

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

Service Between 14 Years and 17 Years -

52 weeks with pro-rata payments for incomplete years of service to be on a quarterly basis.

Service of 18 Years Plus -

- (a) Severance pay at the rate of 3 weeks per year of continuous service, with pro-rata payments for incomplete years of service to be on a quarterly basis.
- (b) In the event that payment under enforced redundancy is less than what would be received under voluntary redundancy, then clause (vi) above applies.
- (c) In addition to the above payments, an employee who has a preserved balance of sick leave under Clause 31 (iii) (a) of this Award shall be paid for that preserved balance of sick leave.
- (d) An employee may terminate employment during a period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with Country Energy until the expiry of the notice.
- (e) This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, in the case of temporary employees, casual employees or apprentices.

### **31. Sick Leave**

- (i) An employee who is absent from work due to personal illness or injury, not due to injury by accident arising out of and in the course of employment, shall have access to Sick Leave with pay subject to the following:
  - a) An employee shall where possible notify their manager/team leader, within one (1) hour of the employee's usual starting time, of the employee's inability to attend on account of personal illness or injury and advise of the estimated duration of absence.
  - b) An employee will not be required to produce medical certificates except as required in Clause 31 (c). However, an employee is required to satisfy their manager/team leader that an absence is due to personal illness or injury.
  - c) The management of Sick Leave shall be in accordance with Country Energy's Sick Leave and Personal Carers Leave Policy. If an employee is to undergo sick leave case management, the employee may be required to produce satisfactory medical evidence.
  - d) Where an employee has a long term illness, which has caused the employee to be absent for more than 26 weeks, Country Energy will consult with the employee's Union, and the employee's medical adviser or refer the employee to a nominated medical practitioner to determine the likelihood of the employee returning to work. If the medical advice confirms that the employee will be unable to return to work, Country Energy may terminate the employee's service.
  - e) Where it has been established, on medical advice, that the employee is unlikely to return to work because of the employee's illness or injury, Country Energy may terminate the employee's service. In addition to other termination of employment entitlements, the employee will be paid an amount equivalent to two (2) weeks pay for each year of service with Country Energy up to a maximum of twenty six (26) weeks pay plus four (4) weeks pay in lieu of notice.

## (ii) Avoidance of Duplicate Benefits

An employee, who has been granted Sick Leave under this Clause, and who in respect of the same period of Sick Leave receives compensation under any Act or law, shall reimburse Country Energy from that compensation, any amounts paid as Sick Leave.

## (iii) Existing Accumulation

- (a) Employees shall have their untaken Sick Leave accumulated preserved in accordance with the following entitlements:

BIC electricity @ 1 April 1994.  
 Administration Staff @ 1 April 1994.  
 ASU/MEU @ 1 November 1997.  
 BEL @ 30 June 1997.  
 ETU @ 30 June 1997.

BIC Water - Calculate the number of sick days accumulated @ date of termination and the number of days accumulated @ 14 February 1993. The maximum number of accumulated days that can be cashed in is the lesser of the two figures.

- (b) An employee shall be paid their preserved balance (identified under (iii) (i) above) on cessation of employment or where an employee's service is terminated because the employee is unable to return to work under sub-clause (i) (d) or (e) above, or where an employee is made redundant by Country Energy.
- (c) Where an employee dies, the preserved balance shall be paid to the employee's legal representative.

## (iv) Illness During Annual and Long Service Leave

If an employee suffers personal illness or injury for a period of at least five (5) consecutive days whilst on certificated leave, the employee will be granted additional leave equivalent to the period of personal illness or injury, which occurred during the leave. In these circumstances, satisfactory medical evidence will be necessary.

Lesser periods will be considered on a case by case basis provided satisfactory medical evidence is available.

### 32. Personal Carer's Leave

- 32.1 An employee, other than an a casual employee, with responsibilities in relation to a class of person set out in sub-clause 32.3.2, who needs the employee's care and support, shall be entitled to use, in accordance with this sub-clause, sick leave provided for in the Award for absences to provide care and support, for such persons when they are ill or who require care due to an unexpected emergency. Such leave may be taken for part of one day.

Note: In the unlikely event that more than 10 days sick leave in any one year is to be used for caring purposes the employer and the 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 resolution procedure of the Award should be followed.

- 32.2 The employee shall, if required,

- 32.2.1 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



32.2.2 establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the 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.

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

32.3.1 the employee being responsible for the care and support of the person concerned: and,

32.3.2 the person concerned being:

32.3.2.1 a spouse of the employee; or

32.3.2.2 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 bona fide domestic basis although not legally married to that person; or

32.3.2.3 a child or 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

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

32.3.2.5 a relative of the employee who is a member of the same household, where for the purpose of this paragraph :

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

32.4 An employee shall, wherever practicable, give the employer reasonable notice prior to the intention to take leave, the reason for taking such leave and the estimated length of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

32.5 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 subclause 32.3.2 above who is ill or who requires care due to an unexpected emergency.

32.6 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, for the purposes of providing care to a class of person set out in subclause 32.3.2

32.6.1 An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

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

32.8 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.

32.9 If, having elected to take time as leave, in accordance with subclause 32.7, 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.

- 32.10 Where no election is made in accordance with the said subclause 32.7, the employee shall be paid overtime rates in accordance with the Award.
- 32.11 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.
- 32.12 An employee on shift work may elect, with the consent of the employer, 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.
- 32.13 An employee may elect, with consent of the employer, to take a rostered day off at any time.
- 32.14 Personal Carer's Entitlement for casual employees
- 32.14.1 Subject to the evidentiary and notice requirements in subclause 32.2 and 32.4, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 32.3.2 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- 32.14.2 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.
- 32.14.3 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.

### 33. Annual Leave

Annual leave shall accrue at the rate of:

- (i) Five (5) weeks (four weeks annual leave plus one additional week for being based in the Western Division).
- (ii) BIC electricity and USU staff with the existing entitlement of six (6) weeks (four plus one additional week for being based in the Western Division plus one additional week) per annum is ring-fenced from 1 January 2004. This applies to present occupants only.
- (iii) Annual leave loading of 17.5% will be paid on the annual leave entitlement for BH Electricity, Administration and Water division employees.
- (iv) Annual leave loading of 17.5% will be paid to employees who are discharged from Country Energy's service on the accumulated annual leave entitlement for staff as entitled in (iii) above.
- (v) All employees on leaving or being discharged from Country Energy's service shall receive payment in lieu of annual leave pro rata according to the time worked.
- (vi) Annual leave entitlements shall be taken as soon as practicable after they fall due, subject to approval and by mutual agreement.
- (vii) Paid time lost as a result of accident shall be regarded as time worked for the purpose of calculating annual leave.
- (viii) Employees taking their annual leave shall give one month's notice (wherever practicable) prior to date of holidays.

- (ix) Shift workers - Employees required to perform regular rostered shiftwork shall be entitled to 6 weeks annual leave.
- (x) Employees who relieve employees engaged on regular rostered shift work, shall be entitled to one day additional annual leave for each 10 weeks or portion of such 10 weeks they so relieved. A week shall mean any single period of 7 days.
- (xi) Payment made under this clause (for water division employees) will be based on the employee's personal average earnings for the preceding year excluding allowances but including overtime. (refer Clause 59, Leave Reserved).
- (xii) Payment for BH Electricity, BEL, USU and Administration employees will be made at their current hourly rate.

### 34. Long Service Leave

- (i) Amount of Leave

Country Energy shall grant each employee, long service leave on full pay after each period of continuous service on the following basis:

Length of Service	Quantum of Leave
After 10 years	13 weeks
Between 10 and 15 years	1.7 weeks/year
Between 15 and 20 years	2.7 weeks/year
After 20 years	2.6 weeks/year

- (ii) Accrual of Leave

Long service leave shall accrue during a period of continuous service on a basis proportionate to the scale of leave set out above.

- (iii) Taking of Leave

An employee shall not be entitled to take any period of long service leave until the employee has completed ten years service. Long service leave should be taken "as soon as practicable" after the leave becomes due taking in consideration of the business interests of CE and by mutual agreement between the parties.

- (iv) Fragmented Leave

Long service leave when due, may, with the approval of Country Energy, be taken in separate periods of not less than one week where the employer and employee agree.

- (v) Notice of Leave

An employee shall apply for long service leave by giving at least one month's notice (where practicable) of the date the employee wishes to commence leave.

- (vi) Continuous Service

Continuous service shall be the period from the date of commencement to the date of termination of employment and shall include:

- (a) For employees employed by Country Energy as at 1 January, 1997 who had been credited for employment with a city, municipality, shire or county district, or local government body or electricity distributor or for employment in New South Wales with any person or corporation

which has supplied electricity to the public under franchise Award in accordance with the New South Wales Local Government Act.

- (b) All approved leave
- (c) Previous employment with Australian Inland, Australian Inland Energy, Australian Inland Energy and Water, Broken Hill Water Board, Murray River Electricity, BH City Council and PcPro.
- (d) Employment as a part-time employee, where employment has been on a continuous basis.

Periods which shall not be included in the calculation of continuous service are unapproved unpaid absences, absence on maternity leave and leave with out pay.

(vii) Discharged Entitlements

Long service leave shall be subject to the deduction of any period of long service leave already taken and/or the period of long service represented by any payment in lieu thereof made to the employee upon termination of employment in respect of any service counted in accordance with this clause.

(viii) Apprentices/Traineeships

Persons who have completed an apprenticeship/traineeship with CE or third party and who are re-employed by CE within 12 months of completing the apprenticeship shall have the period of the apprenticeship recognised for long service leave purposes.

(ix) Payment

(a) Allowances

An employee who regularly receives payment of on-call and standing by allowances, shift allowances, and leading hand allowance will receive payment of those allowances during periods of long service leave on the same basis of payment or average payment to the employee in the four week (twelve month for leading hands) period prior to the date of commencement of the leave.

(b) Full Pay

During a period of long service leave, an employee shall be paid, the employee's rate of pay which the employee would have received for the period had the employee not been on leave.

(c) Payment Before Leave

An employee shall be entitled to receive payment for the full period of long service leave prior to the date upon which leave commences.

(x) Award / Public Holidays

Long Service Leave shall be exclusive of all Award Holidays which occur during the period of such leave.

(xi) Termination of Employment

(a) Ten Years

Where an employee has completed at least ten years continuous service and the employee's employment is terminated for any reason, or the employee dies, Country Energy shall pay to the employee or the employee's legal representative, the monetary equivalent of the employee's accrued long service leave.

## (b) Short Service

Where an employee has completed at least five years service and employment is terminated by Country Energy for any reason, or by the employee, Country Energy shall pay to the employee or the employee's legal representative the monetary equivalent of the employee's accrued long service leave.

## (c) Payment on Termination

On termination of employment, an employee shall be paid the ordinary rate of pay, excluding allowances, for the accrued long service leave.

## (xii) No Payment in Lieu

An employee shall not be paid in lieu of long service leave except on termination of employment.

### 35. Parental Leave

- 1) Employees shall have, in connection with the birth or adoption of a child, maternity, paternity or adoption leave in accordance with the provisions of the NSW Industrial Relations Act, 1996.
- 2) An employee shall, subject to the completion of twelve (12) months continuous service with Country Energy, be entitled to;
  - a) maternity leave with full pay for a period of 14 weeks, or, in the alternative, 28 weeks at half pay and;
  - b) adoption leave with full pay for a period of 14 weeks, or in the alternative, 28 weeks at half pay and;
  - c) Paternity leave with full pay for a period of 2 week or in the alternative, 4 weeks at half pay.
  - d) Return from Parental leave on a Part Time basis until the child reaches school age.
- 3) An employee shall be entitled to such additional leave without pay as shall amount in aggregate to a total period of maternity leave and adoption leave not exceeding one hundred and four (104) weeks.
- 4) In accordance with this Clause, an employee may utilise the whole or part of any Annual Leave and/or Long Service Leave or other paid leave provided that the total period of leave does not exceed one hundred and four (104) weeks.
- 5)
  - (i) 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)*.
  - (ii) An employer must not fail to re-engage a regular casual employee (s.53(2) of the Act) because:
    - (a) the employee or the employee's spouse is pregnant; or
    - (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
  - (iii) Right of Request
    - (A) 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.

- (B) The employer shall consider the request having regard to the employee's circumstances and, provide 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 iii(A)(b) and iii(a)(c) must be recorded in writing.
- (D) Request to return to work part-time

Where an employee wishes to make a request under iii(A)(c), 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.

- (iv) Communication during parental leave
  - (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change to the workplace, the employer shall take reasonable steps to:
    - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
    - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
  - (b) The employee shall also 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 work on a part-time basis.
  - (c) The employee shall notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).
- 6) Paid leave of absence granted under this Clause shall be counted as service for the purposes of this Award.

### 36. Jury Service

- (i) An employee shall notify Country Energy as soon as possible of the date upon which they are required to attend for jury service. Employees shall be granted jury service leave with out loss of pay.
- (ii) An employee shall be paid their normal base wage/salary by Country Energy during the period of jury service and any monies received for jury service will be signed over to Country Energy.

- (iii) An employee required to attend for jury service during a period of annual leave shall, on application be credited with annual leave at a subsequent date, for the period during which the employee would have been on annual leave had the employee not been on jury service.

### **37. Award Holidays**

- (i) Holidays:

All full-time, part-time and temporary employees shall be entitled to the following days as award holidays without loss of pay.

- (a) Any day proclaimed as a State wide public holiday. Payment will not be made for a public holiday that falls on a weekend where the employee does not work.
- (b) The Country Energy employees' Unions Picnic Day to be held on a day (traditionally Melbourne Cup Day) mutually agreed between Country Energy and the employees, provided that a reasonable level of customer service is to be provided on the day
- (c) "Do-day" to be taken on a day mutually agreed between Country Energy and the employees. The commencement time and duration time of the "do-day" function is subject to management approval and consultation between the parties.

- (ii) Employee Absent Prior to and after Award Holiday

An employee who is absent from duty without notification to Country Energy on the working day prior to and the working day following an award holiday shall not be entitled to payment for the holiday, unless satisfactory evidence for their absence is provided and accepted.

- (iii) Award Holiday during Leave of Absence

Where an employee is granted leave without pay by Country Energy which exceeds five consecutive working days or shifts the employee shall not be entitled to payment for any award holiday which occurs during that period.

- (iv) Award Holiday on Shift Worker's Rostered Day Off

If an award holiday occurs on an employee's rostered day off under a shift roster system, then the rostered day off must be paid for at ordinary rate or another rostered day off allowed.

- (v) On -Call

An employee who is on-call on an award/public holiday shall be entitled to payment for the holiday plus an additional day off in lieu to be redeemed on a mutually agreed date.

### **38. Bereavement Leave**

- (i) Where an employee's immediate family member dies, the employee, subject to providing evidence satisfactory to the employer of the relationship and death, shall be entitled to bereavement leave without loss of pay for any un-worked part of an ordinary working day or rostered shift during which the employee was notified of the death and up to a further two ordinary working days or ordinary shifts.
- (ii) Where an employee is unfortunate to suffer a number of deaths in a single year, the entitlement arises on the occasion of each death.
- (iii) Immediate family member includes a spouse, a former spouse, a de facto spouse and a former de facto spouse, same sex partner, a child or an adult child an adopted child, a step child or an ex nuptial child, parent, parent in-laws, grandparent, grandchild or sibling of the employee.

- (iv) Bereavement leave may be taken in conjunction with other leave available under this award. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

### **39. Special Leave (Water Division)**

- (i) Employees shall have any untaken special leave accumulated in accordance with (BHWB Wages Award) preserved at the date of effect of this Award.
- (ii) Special leave is not payable on termination.
- (iii) Employees shall have access to their preserved special leave, in addition to:

Leave specified in Cl.32 Personal Carer's leave;  
Leave specified in Cl.35 Parental leave;  
Leave specified in Cl.38 Bereavement leave; and  
As granted for family or community service responsibilities.

### **40. Accident Pay**

- (i) An employee, after a period or periods of worker's compensation totalling 26 weeks, shall be entitled to accident pay for a further period of absence, or absences up to a period of 26 weeks of incapacity. Accident pay is not payable for the first 26 weeks of period of incapacity.
  - (a) "Accident Pay" shall mean a weekly payment of an amount representing the difference between the amount of compensation to which the employee would be entitled to under the Workers' Compensation Act, 1987, as amended and the employee's ordinary rate of pay.
  - (b) Accident pay shall only be payable in respect of a period or periods of any incapacity of an employee while the employee remains in the employment of Country Energy.
  - (c) An employee shall be entitled to payment in respect of any period of incapacity for work even though the employee has or is entitled to receive in respect of the period any payment for annual leave, sick leave, long service leave or for any paid award holiday.
- (ii) An employee shall upon receiving an injury for which the employee claims to be entitled to receive accident pay, give notice in writing of the said injury to Country Energy and of its manner of happening as soon as practicable after the happening thereof and shall provide in writing all other information as Country Energy may reasonably require.
- (iii) Country Energy may require an employee to have a medical examination by a legally qualified medical practitioner, provided and paid for by Country Energy. An employee who refuses a medical examination, shall have their accident pay suspended until an examination has taken place.
- (iv) An employee shall not be entitled to receive accident pay if the employee fails to comply with a request by Country Energy to give Country Energy-
  - (a) An undertaking that if the employee obtains a verdict for damages against Country Energy in respect of any injury or is paid an amount in settlement of any claim for damages that the employee has made against Country Energy in respect of the injury, the employee will immediately upon receipt of payment or upon receipt of payment by the employee's agent of a verdict for damages or amount in settlement of the claim,
  - (b) Repay to Country Energy the amount of accident pay which Country Energy has paid or may pay in respect of the injury and an authority for Country Energy alternatively to deduct the amount of the accident pay from any money owing or which may become owing from Country Energy to the employee under a verdict or settlement;



- (c) An undertaking that where the injury was caused under the circumstances creating a liability in a third party to pay damages in respect thereof and the employee obtains a verdict for damages or is paid an amount of money in settlement of any claims for damages he has made against that third party he will out of the verdict or amount of money repay to Country Energy the amount of accident pay which Country Energy has paid or may pay in respect of the injury; and
- (d) An irrevocable authority addressed to any third party requiring the third party out of any verdict which may be obtained by the employee against the third party or any amount of money payable to the employee in settlement of any claim for damages made against the third party to pay to Country Energy the amount of accident pay which Country Energy has paid or may pay to the employee.

#### **41. Travelling Time and Fares**

- (i) Normal Travel to and From Work

Time spent by an employee in normal daily travel, to and from the employee's home and normal place of work to attend for work, shall be at the employee's expense and without payment.

- (ii) Additional Travel to and From Work

Time spent by an employee in travel, outside the usual working hours and in addition to the employee's normal travel time to attend for work or overtime, will be paid at the appropriate ordinary time rate.

- (iii) Travel Time for Training

Time spent by an employee in travel, outside the usual working hours and in addition to the employee's normal travel time to attend employer arranged training which is related to the employee's current or possible future appointment or grading, will be paid at ordinary time rate.

Travel for training, where possible, should be arranged so that it occurs within the employee's normal hours of work.

- (iv) Normal Place of Work

An employee's normal place of work is the location to which an employee is usually attached and is regularly used as the employee's base or headquarters or normal place of work. In BH, this covers all locations to allow flexibility of employees commencing at other depots.

- (v) Payment of Fares

The employee shall be reimbursed for any additional fares, which the employee has reasonably incurred in respect of a period of additional travel.

- (vi) Use of Private Vehicle

An employee who agrees to undertake additional travel in a private motor vehicle shall receive, in addition to payment for travelling time, reimbursement for the casual use at the Australian Tax Office kilometre rates.

- (vii) Reasonable Travelling

When calculating travelling time, the most reasonable way and the most expeditious route available will be used.

- (viii) Travel Within Minimum Period

An employee entitled to a minimum period payment for overtime or other penalty work shall not be entitled to payment for travelling time where the travelling occurred within that minimum period.

(ix) On Call Excluded

This Clause does not apply to travelling involved in after hours On Call and Standing By emergency and/or breakdown work.

(x) Excess travel is not paid for journey's undertaken during work time.

#### 42. Drivers Licences

- (i) An employee required by Country Energy to hold a motor vehicle driver's licence or motorcycle riders licence, shall be reimbursed the annual cost of the licence.
- (ii) Where an employee is eligible for and elects to renew a licence for a period of more than one year, Country Energy may reimburse the employee each year an amount equal to the pro rata annual cost.
- (iii) Country Energy may elect to reimburse the full cost of an employee's multiple year licence. Resignation/retirement or dismissal will see a pro rata adjustment through termination payments being made.
- (iv) Country Energy shall not be liable to reimburse any cost of a probationary licence or any penalty imposed on an employee because of traffic infringements.
- (v) An employee required by Country Energy to hold any special licences, shall be reimbursed the annual cost of the licence.
- (vi) Where on-going necessary CE duties require employees to possess Classes HR (3B) and HC (5A) licences, those employees will be paid a weekly allowance as per item 3 Table 1 Part B Allowances. An employee cannot receive allowances for both HR and HC licences. (Water Division)

#### 43. Private Motor Vehicle - Allowances

Privately owned vehicles may only be used when an CE vehicle is unavailable and when it is clearly uneconomical to hire a vehicle from an external agency.

General Managers can authorise use of a privately owned vehicle, subject to the owner of the vehicle being prepared to use the vehicle for the purpose specified.

Employees using their own vehicles should be made aware that they are not covered under CE's motor vehicle insurance policy in the event of an accident.

An employee who by arrangement uses a privately owned motor vehicle at work shall be paid the rate as prescribed by the Australian Taxation Office.

#### 44. Trade Union Leave

- (i) An employee may make application to Country Energy for paid leave to attend Trade Union courses/conferences.

Country Energy's approval of an application for leave is subject to:

- (a) The taking of the leave shall be dependent upon Country Energy being able to make adequate staffing arrangements and sufficient notice being given (refer sub clause (c)).
- (b) Training courses/conferences are for Union delegates/ workplace representatives or employees as identified.
- (c) Written application and at least four weeks notice, or other period as agreed, is to be given by the employee.

- (d) Paid leave will not incur any other payment other than the employee's ordinary rate of pay.
- (e) An employee must have at least one year's service with Country Energy before leave can be granted.
- (f) An annual non-cumulative entitlement of paid leave up to a maximum of 12 days will be provided by Country Energy for employees to use for Trade Union leave. Additional leave may be granted subject to approval.

#### **45. Training**

- (i) Country Energy will ensure that training and skill development is to be directed to:
  - (a) developing a more highly skilled and flexible workforce;
  - (b) providing employees with career opportunities through skill acquisition; and
  - (c) removing barriers to the utilisation of skills acquired.
- (ii) So that employees have the skill, competence and training to perform duties and functions, they shall undertake and complete employer endorsed training relevant to their duties and functions. Country Energy shall meet all reasonable costs and expenses incurred by employees in undertaking training.
- (iii) An employee who is to undertake reasonable travel outside the ordinary hours of work to attend employer required training shall be paid at ordinary time rate of pay for all travel so incurred.

Travel for training, where possible, should be arranged so that it occurs within the employee's normal hours of work.

#### **46. Apprentices/Trainees**

- (i) Obligations

Apprentices and trainees will be provided with "hands on" work experience, appropriate facilities and training at work to acquire the knowledge and skills they need to complete their apprenticeship or traineeship.

Apprentices and trainees shall be enrolled in an approved course of formal training with a registered training organisation (RTO).

Apprentices and trainees shall be allowed paid work time to undertake their formal training with the RTO. This may involve attendance at a training institution, formal training in the workplace or self paced learning.

CE will sign the apprentice's / trainee's competency record book or work evidence guide (if available) which supports formal training.

CE will liaise with the RTO regarding the apprentice's / trainee's attendance and their participation in formal training.

- (ii) Leave entitlements

Annual leave and other leave entitlements and superannuation for apprentices and trainees will be paid in accordance with this Award.

(iii) Wages

Apprentices and trainees employed by Country Energy or under arrangements with a third party shall be paid the minimum apprentice training wage as set out in this Award under "classifications and rates of pay" for Apprentices/Trainees.

(iv) Dismissal

An apprentice or trainee cannot be dismissed after completion of the probationary period or after the training contract has been approved by DET, whichever is the later, as the contract is binding from that date.

(v) Mutual cancellation

CE and the apprentice / trainee can apply to cancel the training contract at anytime if both parties agree to do this.

#### **47. Living Away**

(i) An employee required to remain away overnight shall, except as provided for in paragraph (ii) of this clause, be entitled to:

- (a) Have CE pay accommodation costs only and the employee be paid beforehand for meal and incidental expenses as per table 1 Part B of this Award, or:
- (b) Have CE arrange to pay for accommodation costs, meals and incidental expenses, or:
- (c) A lump sum allowance paid beforehand equal to the table 1 Part B of this Award.

(ii) For apprentices and for employees attending training sessions, conferences and staff development activities Country Energy shall provide reasonable accommodation and meals.

(iii) Accommodation shall be at least NRMA 3 star rating, whenever practicable and subject to availability.

(iv) Where a Corporate Card has been issued to an employee the Card may be used to pay for overnight and incidental expenses.

#### **48. Camping**

(i) Where an employee is required to perform work that renders it necessary for an employee to sleep away from the employee's usual residence, the employee shall be paid an allowance per day as set out in Table 1 Part B of this Award.

(ii) This allowance shall not apply where CE pays the actual expenses incurred for an employee's meals, board and/or lodging. In such cases the "Living Away Allowance" applies - refer clause 47. Where CE does not provide permanent barracks or camping facilities for employees, it shall pay the actual out-of-pocket expenses incurred for board and lodging.

(iii) Where the existing camping requirements cause extreme hardship to an employee and the family because of some exceptional circumstances, AI, on application by the employee, will review its policy on the matter in that particular case and subject to the merits of the case an alternative arrangement to camping may be negotiated.

#### **49. First Aid Allowance**

(i) Country Energy will encourage all employees to obtain a first aid certificate and will meet the costs of obtaining and renewing the certificate.

- (ii) An employee designated by Country Energy as a first aid attendant or their substitute shall be paid the weekly allowance as set in of table 1 of Part B of this Award. (BEL)

#### **50. Leading Hand Allowance**

- (i) An employee employed in a field based position who is in charge of and responsible for a work group comprising that employee and at least two (2) other employees shall be classified as supervising leading hand and remunerated for as per the classifications and rates of pay attached to this Award.
- (ii) An employee whilst undertaking the duties of Leading Hand shall be paid an allowance set in of Table 1 of Part B of this Award.
- (iii) The Leading Hand allowance shall be added to the ordinary rate of pay of the employee whilst undertaking the duties of leading hand, and the ordinary rate of pay shall be increased by the amount of the allowance which shall be paid to a leading hand when working overtime, or involved in travelling time.
- (iv) An employee may be designated as a leading hand on a temporary or on an acting basis to meet short term business needs, in which case the weekly allowance is divisible as a daily allowance.
- (v) An employee designated as supervising leading hand shall receive the line worker classification of Supervising leading Hand set out in the attached wages schedule of this Award.

#### **51. Tools**

- (i) Country Energy shall provide employees with the necessary tools to perform their duties.
- (ii) Damaged, lost or worn tools shall be replaced by Country Energy.
- (iii) Employees shall use the tools for their intended purpose only.
- (iv) Employees shall exercise all care in the use of and safe keeping of tools.
- (v) (BEL) members who supply their own tools, are to receive a tool allowance as set out in Table 1 Part B Allowances of this Award.

#### **52. Area Climate Allowance (BEL, USU)**

- (i) Employees working within the area of supply of Country Energy shall be paid a daily allowance as set in of Table 1 in Part B of this Award.
- (ii) This allowance shall not form part of the ordinary rates of pay for the purpose of the calculation of overtime. This allowance is not paid for other purposes.

#### **53. Aircraft Allowance (BH Electricity, ASU & BEL)**

- (i) An employee who is required in the course of employment to be engaged in a rotary or fixed wing aircraft in inspection and reporting on the distribution network shall be paid an allowance as per Table 1 - Allowances, per day or part thereof whilst so engaged.
- (ii) Paid on Overtime - this allowance shall apply during periods of overtime. This allowance is not paid for other purposes.

#### **54. Climbing Allowance (BH Electricity, USU & BEL)**

Employees who are qualified and trained in radio and communications tower work on towers above 30 meters in height shall be paid for climbing, a daily allowance as set in Table 1 of Part B - Allowances

### **55. Uniforms/Protective Clothing**

CE will provide uniforms to its employees (administration and field) in accordance with "Country Energy Uniform Policy 2002 (refer appendix 5).

- (i) Uniforms will be replaced on a fair wear and tear basis.
- (ii) To fulfil safety requirements relating to the provision of personal protective clothing, Country Energy shall provide personal protective clothing as specified.
- (iii) Employees must ensure they wear and/or use appropriate clothing and/or equipment for the purpose for which it was provided.

### **56. Wet Weather and Extreme Conditions**

- (i) Where because of wet weather, an employee stops work, the employee shall be paid for time not worked provided the employee:
  - (a) remains at work until directed to leave work;
  - (b) stands by as directed; and
  - (c) reports for duty as directed.
- (ii) Individuals working in heated conditions need to as a minimum adhere to the following measures within the workplace:
  - Ensure that the appropriate PPE is worn at all times.
  - Ensure the adequate intake of fluids.
  - Observe that regular rest breaks are utilised.
  - Take early actions if any signs or symptoms of heat stress occur.
- (iii) In extreme conditions, work should be arranged so that it is not performed when temperatures are at their highest. In such cases it may be an alternative to alter the commencing times to coincide with the coolness of the morning subject to agreement between CE and the employees concerned.

### **57. Outsourcing**

- (i) Where Country Energy is considering outsourcing work, which affects employees, Country Energy shall consult with the affected employees and Unions prior to tendering for such work.
- (ii) Country Energy shall discuss with employees affected and the relevant Unions, the effects outsourcing is likely to have on employees and measures to minimise the impact on employees, and shall give prompt response to matters raised by the employees and the Union, including consideration of employee generated alternatives.
- (iii) Where the work to be outsourced is likely to have a long term (in excess of three (3) months) or major impact on either:
  - (a) a particular geographical location, or
  - (b) a particular classification group, or
  - (c) a particular existing work function;a meeting of the Consultative Committee shall be convened and full details provided prior to the decision to tender.

- (iv) Expressions of interest or tenders when advertised, shall be timed so as to provide the employees with an opportunity to submit a conforming expression of interest or tender to do the work to an equivalent standard, timetable, and price.
- (v) If an employee generated conforming expression of interest or tender is submitted, it shall be evaluated together with external submissions received.
- (vi) The Consultative Committee will consider whether the work activity being considered for outsourcing, can be carried out by current employees or whether alternative arrangements, such as permanent part time, temporary or casual employment are a more suitable alternative and make recommendations considered appropriate.
- (vii) When considering contracting out or outsourcing, CE will take into account the following:
  - (a) Insufficient overall resources are available to meet the current Country Energy overall work commitment and work timetable, or
  - (b) The failure to complete the work in a reasonable time would jeopardise the safety of the public or impact adversely upon system performance, or
  - (c) The use of outsourcing or contracting to the work is commercially the most advantageous option taking into account; quality; safety; performance; cost; and the overall strategic direction of Country Energy.
- (viii) If after this process has been conducted a decision to outsource has been made, the Contractor engaged to perform the work must:
  - (a) Provide a written undertaking to comply with CE safety, environmental and quality standards.
  - (b) Provide a written undertaking to conform with all Acts, Awards and Agreements affecting the employees of the Contractor.
- (ix) Have in place an Award with the relevant Union except where the Contractor is a Sole Trader with no employees.
- (x) Where an employee's position is no longer required the position holder shall be subject to the provisions of the Salary Maintenance Policy.

#### **58. No Extra Claims**

The parties to this Award agree not to pursue any additional or extra claims during the term of this Award except where agreed by all parties.

#### **59. Leave Reserved**

- Appointments and Gradings
- Casual Loading
- Allowances
- Mixed Duties and Functions
- On Call / Standing By
- Average Earnings (Water Division)

#### **60. Classifications and Rates of Pay**

- (i) Employees shall be allocated an employment classification. An employee's classification shall be the classification, which describes the employee's major and substantial functions and duties.
- (ii) An agreed job evaluation method shall be used to grade positions, having regard for the requirements of the position including qualifications and skill, within the grades allocated for the classification.

- (iii) During the life of this Award, the parties through negotiation and agreement may vary or simplify the structure and classification definitions.
- (iv) The weekly ordinary rates of pay for Balranald Energy Lodge (BEL) and USU staff contain a 1.35% component in lieu of an annual leave loading.
- (v) Classifications and rates of pay for Union members party to this Award are set out in Appendix 7.

### 61. Allowances - Table 1 Part B

Allowances Increase in Line with Wage % Increases

Clause #	Allowance		BEL	BHE Division	ASU/MEU	Water
24(ix)	On call (week being 7 days)	Per week	283.99	283.99	283.99	
	On call weekly (5 Days)	Per day Per day Per day	202.85	202.85	202.85	
24(ix)	On Call Weekday	Per week	40.57	40.57	40.57	
24(ix)	On Call Weekend		47.33	47.33	47.33	
24(xxii)	On Call Short Notice		47.33	47.33	47.33	
24(xiii)	On call duty officer	Per week	283.99	283.99	283.99	
24(xv)	Officer in Charge	Per week	283.99	283.99	283.99	
29(v)(e)	Meal - Overtime	Per meal	24.32	24.32	24.32	24.32
	Crib Time	Per day				7.29
42	Licence HC	Per week				6.69
	Licence HR	Per week				5.21
47(i)(a)a	Living Away - Breakfast	Per day	19.41	19.41	19.41	19.41
	Living Away - Lunch	Per day	22.20	22.20	22.20	22.20
	Living Away - Dinner	Per day	38.32	38.32	38.32	38.32
47(i)(c)	Living Away	Per day	33.11	28.88	11.78	11.78
48(i)	Camping	Per day	28.06		37.53	37.53
49(ii)	First Aid	Per day	1.25		2.16	
50(ii)	Leading Hand	Per hour	1.13	1.04	1.10	0.72
51(v)	Tools	Per week	9.42			
52(i)	Area Climatic Allowance	Per day	1.41		1.22	
53(i)	Aircraft Allowance	Per day	12.55	12.55	12.55	
54(i)	Climbing Allowance	Per day	20.10	20.10	20.10	
	<b>Miscellaneous</b>					
Appendix 6	Lead Bonus	Per hour		3.23		3.23
	Bitumen	Per day				4.82
	Powder Monkey	Per day		6.72		8.35
	Confined Space	Per hour		5.01		5.01
	Dirty Work	Per hour		.20		1.28
	Dangerous substance	Per day				7.30
	Dirty Dangerous Conditions	Per week			10.48	
	Welding Galvanised steel	Per day				3.34
	Sewer Access Chamber	Per day				15.18
	Height	Per day				4.05
	Towing	Per day		7.70		
	Semi Trailer - two axle	Per day		6.93		
	Shift - Morning	Per shift			6.94	5%
	Shift - Afternoon	Per shift			14.88	15%



	Shift - Night	Per shift			14.88	17.5%
	Plant Operator	Per day		9.02		
	Phone Answering	Per week	49.87			

### 62. Appendix 1 - Rest Period After Overtime

See file.

### 63. Appendix 2

Sick Leave and Personal Carer's Leave Policy

General:

Sick leave, as one form of absenteeism, should be managed in a consistent way with other forms of unscheduled absences. It is most important that any procedures set in place are well integrated with other human resource strategies.

Departments within Country Energy have a responsibility to manage sick leave in a fair and equitable way, which takes account of the circumstances and results of individual absences.

Definitions:

Sick Leave -

Sick leave is paid leave of absence, which may be granted to protect the health of:

- The employee concerned,
- Other employees, and/or
- The general public,

and is designed to cover those absences where the supervisor is satisfied that the employee was unable to perform his/her duty on account of illness. For the purpose of this policy, reference to employees shall include temporary employees but shall not include a casual employee.

Illness -

For the purpose of this policy, illness shall mean:

- A virus, disease or infection;
- An injury (other than a workers compensation injury);
- A recognised psychological illness which may not be manifested as a physical illness' or
- An injury not being due to serious misconduct.

Immediate Family -

Employee's spouse (including former spouse, de facto spouse and a former de facto spouse), same sex partner, or a child or an adult child (including an adopted child, or a step child or ex nuptial child), parent, grandparent, grandchild or sibling and a relative, of the employee who is a member of the same household.

Entitlement -

1. Leave with pay will be provided to all employees, except casual employees, who are absent from work due to personal injury. All genuine cases of personal illness or injury will be supported.

Note: Casual employees receive a loading in lieu of any Sick Leave entitlements.

2. An employee shall inform their manager/supervisor/team leader as soon as possible preferably within one hour of the employee's usual starting time on the first day of absence, of the inability

to attend work and indicating the nature of the illness and the likely length of the absence. The employee is required to keep in regular contact with the manager/supervisor/team leader during their absence.

3. As soon as possible after Sick Leave commences, the employee must complete and Application for Leave form confirming the absence, stating the nature of the illness and the total period of sickness leave required.

#### Medical Certificates -

There will be no requirement for medical evidence to be produced (i.e. Doctors certificate). The employee concerned only needs to satisfy their manager/ supervisor/team leader that the absence was due to personal illness or injury. However, medical evidence may be required where an individual circumstances warrant that case management procedures be implemented

Where the health of an employee causes concern, the individual may be requested to obtain a medical report to determine their fitness to perform their duties. In these circumstances Country Energy would meet the costs of the medical report.

#### Sick Leave during other Leave -

If an employee suffers personal illness or injury for at least five consecutive days whilst on Annual or Long Service Leave, the employee may have that period of leave re-credited or will be granted additional leave equivalent to the period of personal illness or injury which occurred during the leave, whichever is more appropriate.

In these circumstances, satisfactory medical evidence will be required and the period of time covered by the medical certificate is then recorded as Sick Leave.

#### Rate of Pay During Sick Leave -

Paid sick leave shall be at the employee's ordinary rate of pay plus any allowance that the employee ordinarily would have received where this is in accordance with the Award.

#### Other Compensation -

An employee, who has been granted Sick Leave, and who in respect of the same period of Sick leave receives compensation under and Act or law, shall reimburse Country Energy from that compensation, any amounts paid as sick leave.

#### Control of Excessive Sick Leave -

The control of excessive sick leave is the responsibility of individual department general managers. This responsibility should be based on:

- Ensuring the health and well-being of staff; and
- The efficient and effective operation of the department.

#### Sick Leave to be monitored -

As with any form of absenteeism, the responsibility for reducing sick leave at the organisational level requires the development of a variety of HR management strategies. This in turn involves a detailed assessment of the underlying causes of sick leave, which may be related to work, (e.g. occupational hazards, uninteresting or unchallenging work activities). Monitoring work attendance on a regular basis is vital to the identification of causes and the evaluation of strategies developed to reduce sick leave.

#### Counselling -

At all stages in the management process, the responsibility for counselling the employee or referral to a counselling service rests with the employee's supervisor/manager. Such counselling must always precede application of any sanctions (e.g. imposition of the medical certificate requirement), and must include clear indications of the next steps to be taken.

#### Personal Carers Leave -

An employee shall have access to personal Carer's Leave with pay to provide short-term care and support for immediate family members when they are ill. Personal Carer's Leave is not long term indefinite leave and only applies where no other carer is available until alternative arrangements can be made.

The employee is obliged to put in place alternative care arrangements as soon as possible.

Personal Carer's Leave may be taken for part of a single day.

An employee who needs to take personal carer's leave shall notify their manager/supervisor/team leader at the first available opportunity.

Where practicable the employee shall complete a Leave Form prior to taking Personal Carer's Leave or else notify Country Energy by telephone on the day of the absence.

In normal circumstances an employee shall not take Personal Carer's Leave where another person is providing care to a member of the immediate family.

An employee may elect, with the consent of Country Energy, to take unpaid leave for the purpose of providing care to a member of the immediate family.

Requests for Personal Carer's Leave will be managed on a case-by-case basis. Managers/supervisors/team leaders will have regard to the reason for the request and the extent of the leave required. A maximum of five days is available in the first instance.

Additional leave will be subject to application and based on each applicants individuals personal circumstances. The employee is obligated to put in place alternative care arrangements as soon as possible.

#### Case Management -

Case management is a process where each particular case is managed individually to satisfy the needs of both the employee and Country Energy. Case Management will be used in the following scenarios:

Where an employee has frequent absences

In these situations the manager/supervisor/team leader and the employee will review the circumstances and attempt to address the cause of the absences. If an employee continues to have absences without apparent reason, then performance counselling and/or individual case management is to be undertaken. In these circumstances, evidence may be required for every absence in an effort to correct what may be inappropriate behaviour.

If performance counselling and/or case management is undertaken, Country Energy will consult with:

- The employee;
- The employee's Union;
- The employee's medical practitioner;
- A nominated medical practitioner;
- A nominated rehabilitation provider or other health care professional to assist the employee to return to work and manage the personal illness or injury.

Where an employee has a long term or ongoing illness or injury

Country Energy's Rehabilitation Policy is to rehabilitate employees regardless of whether the absence is due to workers compensation or sick leave. Returning the employee back to work as soon as possible, provided medically fit to do so, is the most desirable outcome for both employee and Country Energy.

In cases of long-term illness or injury, the employee will be required to undergo case management.

If case management is undertaken, Country Energy will consult with:

- The employee;
- The employee's Union;
- The employee's medical practitioner;
- A nominated medical practitioner;
- A nominated rehabilitation provider or other health care professional to assist the employee to return to work and manage the personal illness or injury.

General -

Managers are responsible for the case management of employees in consultation with the Human Resources Management team. If an employee is unlikely to return to work due to a major personal illness or injury, the Human Resources management team may be required to provide ongoing management of the particular employee.

Dependent on the medical condition prevailing it may be appropriate for Managers or the HR Management team to ask the employee to undergo medical examination.

Termination -

Where it is established, on medical grounds, that the employee is unlikely to return to work because of the employee's personal illness or injury, Country Energy may terminate the employee's services.

Prior to any termination decision being made, Country Energy will consult with the employee and the employee's Union.

Country Energy shall pay to the employee, in addition to other termination of employment entitlements:

- An amount equivalent to two weeks pay for each year of completed service with Country Energy up to a maximum of twenty six weeks pay;
- Preserved sick leave;
- Four weeks pay in lieu of notice.

If an employee has a long-term illness, which has caused the employee to be absent for more than six months, Country Energy will consult with the employee's Union, and the employee's medical advisor or refer the employee to a nominated medical practitioner to determine the likelihood of the employee returning to work.

If the medical advice confirms that the employee will be unable to return to work, Country Energy may terminate the employee's services. If an ill health retirement does occur and if the person recovers to a point where some employment can be undertaken, then Country Energy may re-employ that employee up to two years after the agreed ill health retirement.

Appeal against Termination -

An employee may appeal against a decision to terminate their employment by requesting a review of the decision. The employee or the employee's Union shall contact the Human Resources Management team and the relevant manager to discuss the appeal in an attempt to resolve any concerns. If the matter cannot be resolved the matter may be referred to the Sick and Personal Carer's Leave Committee for review.

An employee whose employment is terminated retains the right to lodge a grievance with Country Energy and have it considered within 10 days of receiving advice of termination.

Sick and Personal Carer's Leave Committee -

A standing committee, the Sick and Personal Carer's Leave Committee, will be established to manage the introduction of this policy and to provide ongoing advice and guidance regarding case management.

The purpose of the Sick and Personal Carer's Leave Committee will be to ensure that the implementation and management of Debit Free Sick Leave and Personal Carers Leave system is fair and equitable to all employees. It will also be the responsibility of this committee to ensure that appropriate strategies are implemented where case management is necessary.

The committee shall consist of:

- The General Manager Human Resources or their nominated delegate (chair);
- Another Senior Management Representative;
- An independent employee representative nominated by the other members of the Sick and Personal Carer's Leave Committee;
- A nominated Union official representing the relevant employee, as agreed by the Union.

For individual case management review, the relevant manager and Union official will be involved.

### **64. Appendix 3**

#### Parental Leave Guidelines

##### Objective:

Country Energy is committed to encouraging the development of our community by encouraging a family friendly workplace. We actively support mothers and fathers with leave to care for their new child.

##### How Does it Work?

Parental Leave is a period of leave, up to a maximum of 52 weeks, available to employees after pregnancy. Employees must have worked for AI in a full time position continuously for 12 months at the time Parental Leave commences.

##### What is parental leave?

Parental leave is unpaid leave, unless otherwise specified in an Award or Agreement. Parental leave taken by an employee can be:

Maternity leave - is leave taken by female employees during or after pregnancy. The period of leave available is up to 52 weeks. Special maternity leave is taken to recover from a terminated pregnancy, when a child is stillborn or when the mother is ill because of the pregnancy.

Paternity leave - is taken by a male employee in connection with the birth of his child or his spouse's (including de facto spouse's) child. Short paternity leave is for two weeks only when the baby is born or the pregnancy is terminated. Extended paternity leave of up to 50 weeks is also available for the male employee who is the primary care giver of the child.

Adoption leave - is taken by either the adoptive mother or adoptive father when adopting a child (under 18 years of age). Short adoption leave is an unbroken period of up to three weeks leave taken at the time of the child's placement. Extended adoption leave is a further 49 weeks leave in order to be the primary care giver of the child.

An employee does not have to be married to be entitled to parental leave.

How much leave is an employee entitled to?

An employee is entitled to a maximum of 52 weeks leave. it may be taken in the following manner:

#### Maternity Leave

full pay for a period of fourteen (14) weeks, or,  
Alternatively, twenty-eight (28) weeks at half pay.  
Balance of the 52 weeks entitlement unpaid.

#### Paternity Leave

Extended Paternity leave up to 50 weeks available to male employees who are the primary carer. The amount of leave that is paid leave is the balance of the untaken paid maternity leave entitlement of the spouse.

#### Adoption Leave

Short adoption leave is an unbroken period of up to three weeks leave taken at the time of the child's placement.  
Extended adoption leave is a further 49 weeks unpaid leave in order to be the primary care giver of the child.

#### Other Forms of Leave

Unpaid Parental Leave may be combined with any accrued Long Service Leave and/or Annual Leave entitlements, however the maximum amount of combined leave, paid and unpaid, must not exceed 52 weeks, and must be concluded by the child's first birthday

#### General Provisions

Special unpaid Parental Leave is available to female employees, for recovery from a terminated pregnancy or an illness related to the pregnancy. Special unpaid Parental Leave or paid Sick Leave (if any is available) will be available for as long as a doctor believes it is necessary, and this is specified on a medical certificate.

Parents may wish to share Parental Leave, however in all circumstances the combined period of shared leave will not exceed 52 weeks.

An employee and his or her spouse may not take parental leave at the same time, except where one spouse is on a period of 'short paternity leave' or 'short adoption leave'.

Parental Leave does not break the employee's continuity of service, however time away from work on Parental Leave will not count towards Long Service Leave or Annual Leave. Staff intending to return to work must notify the appropriate manager two months prior to the end of Parental Leave (or special unpaid Parental Leave, as the case may be), of the intention to return to work.

An employee, upon resuming duties after the expiration of Parental Leave, will return to the position that was occupied immediately prior to the commencement of the leave, however if the job no longer exists, but there is another job that the employee is qualified to do, they may be entitled to that job if the salary and status is comparable to the former position.

If no such job is available they may be entitled to redundancy pay, if it is provided in the relevant Awards or Enterprise Agreements.

**65. Appendix 4**

Maximum under existing entitlement 3 weeks per year of service uncapped service between 14-17 years at max 52 weeks so no disadvantage at 3 weeks /year of service proposal

## Calculation for Redundancy Entitlement

Current Entitlement	4 weeks in lieu	1 week if 45+ years old	3 week per year of service max 39 weeks	Additional acceptance Payment	Total Weeks
1	4	1	3	2	10
2	4	1	6	4	15
3	4	1	9	6	20
4	4	1	12	8	25
5	4	1	15	8	28
6	4	1	18	8	31
7	4	1	21	8	34
8	4	1	24	8	37
9	4	1	27	8	40
10	4	1	30	8	43
11	4	1	33	8	46
12	4	1	36	8	49
13	4	1	39	8	52
14			42		52
15			45		52
16			48		52
17			51		52
18					54
19					57
20					60
21					63
22					66
23					69
24					72
25					75
26					78
27					81
28					84
29					87
30					90
31					93
32					96
33					99
34					102
35					105
36					108
37					111
38					114
39					117
40					120
41					123
42					126
43					129
44					132
45					135

**66. Appendix 5**

## Corporate Uniforms

## Objective:

Country Energy presenting a friendly team image by everyone wearing the uniform at all times

## How does it work?

This will be achieved by:

- Everyone wearing the complete uniform at all times
- People starting the day with uniforms in a clean and tidy condition
- Maintaining a detailed specification of the approved uniform
- Providing an opportunity for recommending improvements to the uniform
- Ensuring uniform safety requirements are always maintained
- Replacing uniforms based on the concept of ‘ blunt for sharp ‘ - i.e. when worn out or damaged

Please join in making a personal commitment to wearing your uniform with pride.

**67. Appendix 6**

## Miscellaneous Allowances

## Lead Bonus (BH Electricity - Water Division) -

Where work is performed for a Mining Company, on works belonging to the Mining Company on their Mine Lease, employees will be paid the Lead Bonus set by the Country Energy, on an hourly basis. Such payment will not apply when employees carry out normal duties in connection with works of water supply and sewerage for which CE is responsible.

## Powderman's Certificate (BH Electricity - Water Division) -

Employees required by their duties to possess a Powderman certificate of competency issued by the Workcover Authority of NSW, will be paid a weekly allowance subject to the following:

- The allowance to be paid for the full week whether it is used each day or not.
- Where an employee works part of a week, payment will be for the full week.
- The allowance will not be paid when the employee is on leave of any type for the full week, and no pro-rata payment of the allowance will be made for overtime worked.

## Confined Space (BH Electricity - Water Division) -

Employees will receive a daily allowance for each day, or part of a day, they are required to perform construction, maintenance and repair jobs in a confined space.

## Dirty Work (BH Electricity - Water Division) -

An allowance will be paid to employees required to:-

1. work in the sedimentation and flocculation tanks at Mica Street Water Treatment Plant when the tanks are empty and repairs are undertaken;
2. work in the suction tunnel at the Stephens Creek Pumping Station;



3. internally clean fuel storages;
4. internally clean service reservoirs and/or balance tanks;
5. internally clean and/or repair sewerage settling and sludge digesting tanks (as distinct from sewerage pump wells);
6. clean and oil shutters;
7. work in sewerage pump wells (wet or dry) or in any situation where the employee comes in direct contact with sewage matter.
8. work on equipment or plant contaminated with sewage matter.
9. work in situations such that the employee is unable to arrange adequate protection (e.g. water proof boots) from excessively wet or muddy conditions;
10. pull down dirty ceilings or roofing.

Note: This allowance is not payable for items (1) to (9) above, when organic dirt allowance is paid.

#### Dangerous Substance (Water Division) -

A daily allowance will be paid to employees for each day, or part of a day, they are required to work with dangerous substances. The allowance applies where the nature of the work requires the employee to wear protective clothing, including respiratory masks, or fresh air supplied helmet.

#### Height (Water Division) -

Employees working in places 7.62 metres (25 feet) above the ground in a location where there is no adequate and safe fixed support shall be paid an allowance per hour, with a minimum payment per day. Country Energy shall provide adequate and safe scaffolding.

#### Sewerage Access Chamber Reconstruction (Water Division) -

A daily allowance shall be paid to members of the construction gang only while engaged on sewerage access chamber reconstruction.

This allowance applies only where appropriate conditions exist, i.e. splashing with sewage and sewer gases, and does not apply in the case of new construction.

#### Welding Galvanised Steel (Water Division) -

A daily allowance will be paid to employees welding galvanised coated steel.

#### Towing (BH Electricity) -

An employee required to drive a vehicle towing another vehicle shall receive an allowance.

#### Semi-Trailer two axle (BH Electricity) -

An employee required to drive a semi-trailer shall receive an allowance where the semi-trailer has two axles.

#### Shift Allowances (Water Division) -

Employees working the afternoon shift will be paid an allowance, with pro rata payment for portion of an afternoon shift worked.

Employees working the night shift will be paid an allowance, with pro rata payment for portion of a night shift worked.

Employees working the morning shift will be paid an allowance, with pro rata payment for portion of a morning shift worked.

## Plant Operator (BH Electricity) -

An employee required to drive a vehicle towing another vehicle shall receive an allowance, provided it is understood that when plant operating is not available to be carried out the operator will be required to undertake whatever work is allocated to him by the supervisor.

## Telephone Allowance (BEL) -

Employees who are required to provide a telephone at their home for the purpose of Country Energy business, shall be given an allowance, as set out in Table 1 Part B - Miscellaneous Allowances.

**68. Appendix 7 - Classifications and Rates of Pay**

## USU

## Classification: Professional, Supervisory and Support Staff (Corporate and Retail) -

An employee who performs work of an analytical nature which requires a high degree of professionalism, skill and autonomy and is generally in support of or answerable to a manager shall be classified as a professional, supervisory and support officer.

Grade	
	01/01/08
1	1239.84
2	1305.42
3	1366.15
4	1440.33
5	1518.38
6	1581.38

## Classification: Information Technology Staff -

An employee who is appointed to the information technology section and who has tertiary qualifications in a related field or discipline or has skills equivalent to that status.

Grade	
	01/01/08
1	1306.39
2	1366.15
3	1440.33
4	1518.38
5	1581.38
6	1639.19
7	1692.14
8	1745.27
9	1811.34
10	1875.56

## Classification: Corporate and Retail Support Staff -

An employee who performs work which is principally of a clerical or administrative nature in support either of corporate or retail professional and supervisory staff shall be classified as a corporate or retail support officer

Grade	
	01/01/08
1	516.93
2	579.92
3	647.61
4	717.41
5	810.37
6	900.73
7	961.30
8	1041.79
9	1096.52
10	1169.23

Note: Grade 1 is adult entry at School Certificate level or acceptable equivalent.

Grade 3 is entry at Higher School Certificate level or acceptable equivalent.

Annual incremental progression to grade 5 subject to employee undertaking employer endorsed training and satisfactory performance.

Appointment beyond grade 5 is dependent on job evaluation.

## Classification: Professional Officer (Network) -

An employee who has completed a recognised degree and who is eligible for admission as a member of the Institution of Engineers, Australia may be appointed to a position as a professional officer to carry out professional engineering duties and functions.

Grade	
	01/01/08
1	1426.23
2	1631.58
3	1729.07
4	1895.39
5	1998.38

## Classification: Supervisory and Technical Support Officer (Network)

An employee who performs tasks of an engineering management or analytical nature generally in support of a professional officer (network) shall be appointed as a supervisory and technical support officer. This classification also covers those employed as a works co-ordinator; team leader; design and investigation officer; network standards officer; safety officer or metering officer.

Grade	
	01/01/08
1	1182.68
2	1239.52
3	1301.54

4	1354.66
5	1414.25
6	1454.09
7	1530.69
8	1595.79
9	1663.49
10	1729.89

Grades 7 to 10 are for engineering officers with the grade to be determined by job evaluation.

Grades 4 to 10 are for works co-ordinators with the grade to be determined by job evaluation.

Grades 1 to 2 are for team leaders with progression from grade 1 to grade 2 after twelve months.

Grades 1 to 3 are for electrical trade's persons engaged in advanced work and possessing post trade qualification with progression from grade 1 to 2 to 3 after each twelve months.

Classification: Materials Management Officer -

An employee who is primarily engaged in the acquisition, distribution, control and recording of stores, equipment, plant, and materials including the operation of stores and quality of goods received and the management of contracts in respect of these items, shall be appointed as a material management officer.

Grade	
	01/01/08
1	976.52
2	1065.92
3	1165.50
4	1196.92
5	1301.86
6	1360.66
7	1400.49

Materials managers shall progress annually from grade 1 through to grade 5

Appointment beyond grade 5 is dependent on job evaluation.

Classification: Technician -

A technician is a qualified tradesperson who is primarily involved in related energy work, motor vehicles and plant or other associated trades, or non-trades staff involved in the operation of a materials distribution centre.

Grade	
	01/01/08
1	990.51
2	1034.50
3	1062.20
4	1117.44
5	1172.69
6	1227.94
7	1283.18
8	1338.43
9	1422.83

Technicians shall progress annually from grade 1 through to grade 4

A technician performing work on energy distribution systems including installation protection systems, zone substations, and installation inspection shall progress from grade 1 to grade 5.

Grades 6 and 7 apply to former Illawarra Electricity employees who are on these rates at the commencement of this Award.

Motor mechanics shall progress annually from grade 1 through to grade 3.

Painters and welders shall progress from grade 1 to grade 2 after twelve months.

Classifications 4+ and 3+ have an amount of \$4.30 per week included into the rate in consideration for disabilities encountered in the work place in the nature of confined spaces, underground work, working at heights, wet and dirty places and the use of power tools and explosives.

Classification: Energy Distribution Worker -

An Energy Distribution Worker is an employee who, has a post-secondary qualification in:

- (1) gas supply, or
- (2) overhead linework or other qualification recognised under the Overhead Lineworkers Regulations, and who is engaged in the operation, maintenance and construction of energy transmission and distribution systems up to and including sub-transmission assets, including work on switchboards and metering equipment.

Grade	
	01/01/08
Trainee	896.48
1	974.98
2	1017.94
3	1037.83
4	1074.30
5	1131.23
5L/H	1194.26
6	1174.77
6L/H	1237.82
Sup L/H	1338.42

Energy Distribution Workers are eligible to progress annually from Grade 1 through to Grade 4 subject to work performance and/or conduct not having been assessed as unsatisfactory during the twelve-month period from the date of commencement or date of last incremental advancement.

An Energy Distribution Worker (Electrical) who is qualified and performs liveline stick work shall be paid at Grade 5.

An Energy Distribution Worker (Electrical) who is qualified and performs liveline glove and barrier work shall be paid at Grade 6.

A Probationary Energy Distribution Worker requires a minimum of four months on the job training assisting Energy Distribution Workers (Electrical) and has to undertake the overhead Lineworkers course and supplementary in-school practical course. A Probationary Energy Distribution Worker shall be graded and paid as an Energy Distribution Worker (Electrical) Grade 1. On satisfactory completion of the probationary period and courses, the employee will be advanced as an Energy Distribution Worker Grade 2.

Classification: Assistant -

An assistant is an employee who is engaged in either the operation of plant or reading of meters and associated clerical duties, or depot officer duties or the maintenance of plant and equipment, or cleaning, routine store work, care of grounds, equipment and vehicles and other related administrative and clerical functions.

Grade	01/01/08
1	865.41
2	882.64
3	900.09
4	931.61
5	966.46
6	1031.27
7	1044.89

Assistants shall progress annually through the grades as follows:

Depot officers and storeworkers to Grade 6.

Meter readers and plant operators to Grade 4.

All others to Grade 3.

USU (BHWB) Salaried Officers

Grade	Level	01/01/08
Grade 1	1	789.23
	2	807.91
	3	827.04
	4	846.65
	5	866.73
Grade 2	1	895.38
	2	916.70
	3	938.52
	4	960.92
	5	983.86
Grade 3	1	1002.77
	2	1026.72
	3	1051.33
	4	1076.57
	5	1102.38
Grade 4	1	1122.83
	2	1149.83
	3	1177.48
	4	1205.86
	5	1234.92
Grade 5	1	1261.85
	2	1292.32
	3	1323.53
	4	1355.55
	5	1388.36

Grade 6	1	1420.15
	2	1454.60
	3	1489.88
	4	1526.09
	5	1563.10
Grade 7	1	1579.63
	2	1618.06
	3	1657.45
	4	1697.78
	5	1739.16

Water Wage Employees

Classification	Work Group		Weekly		
			01/01/08		
Trades	Electrical	1	1032.95		
		2	1051.37		
		3	1070.96		
		4	1129.84		
		5	1178.95		
		Technical Officer		1275.85	
		Sup L/H 1		1247.03	
		Sup L/H 2		1282.11	
		Sup L/H 3		1315.10	
	Trades	Other	1	1015.60	
2			1035.56		
3			1055.36		
4			1114.19		
5			1163.52		
			Sup L/H 1		1220.84
			Sup L/H 2		1250.01
			Sup L/H 3		1279.92
Trades	Plumbers	1	1015.58		
		2	1044.26		
		3	1063.37		
		4	1067.18		
		5	1072.73		
		6	1114.19		
Sewer	Non Trades	1	924.11		
		2	952.41		
		3	971.68		
		4	975.32		
		5	981.21		
		6	1144.07		
Water Reticulation					
Construct/Watching		1	837.32		
		2	865.61		
		3	884.90		
		4	888.52		
		5 Shift Supervisor	966.60		

		6 Sup L/H	1057.27
Stores		1	837.32
		2	873.42
		3	884.90
		4	927.07
		5	1057.27
WPT		1/1	892.69
		1/2	910.56
		2/1	925.74
		2/2	944.25
		2 L/H	1029.45
		3/1	994.84
		3/2	1014.72
		3 L/H	1119.20
		4/1	1069.94
		4/2	1091.33
		Senior L/H 1	1220.84
		Senior L/H 2	1250.01

## Balranald Energy Lodge

Classification	Grade/Level	01/01/08
Electrical Technicians	1	990.51
	2	1034.50
	3	1062.20
	4	1117.44
	5	1172.69
	6	1227.94
	7	1283.18
	8	1338.43
	9	1422.83
	9 L/H	1471.16
Lineworker	Trainee	896.48
	1	974.98
	2	1017.94
	3	1037.83
	4	1074.30
	5	1131.23
	5 L/H	1194.26
	6	1174.77
	6 L/H	1237.82
	Supervising L/H	1338.42
Electrical Worker	1	865.41
	2	882.64
	3	900.09
	4	931.61
	5	966.46
	6	1031.27
	7	1044.89
Apprentices	1st Year	528.25



	2nd Year	623.17
	3rd Year	716.51
	4th Year	811.70
Stores Supervisor	1/1	925.26
	'1/2	953.20
	1/3	996.00
	'1/4	1033.18
	1/5	1059.63
	1/6	1087.29
	2/1	1120.93
	2/2	1152.39
	3/1	1188.73
	3/2	1220.89
Foreman	1/1	1134.87
	'1/2	1159.40
	1/3	1176.00
	2/2	1205.69
	3/1	1231.33
	3/2	1264.13
Supervisory Technical	1	1137.18
Support Officer	2	1191.84
	3	1251.48
	4	1302.56
	5	1359.86
	6	1398.17

## BIC Employees

Classification	Grade/Level	01/01/08
Clerical Officers	1/1	584.72
	'1/2	654.54
	1/3	722.99
	'1/4	872.45
	2/1	883.58
	2/2	906.90
	2/3	974.75
	2/4	1014.52
	2/5	1039.24
	2/6	1072.10
	2/7	1095.27
	2/8	1152.37
	3/1	1203.28
	3/2	1247.40
	4/1	1275.80
	4/2	1304.70
	5/1	1322.17
	5/2	1350.23

	5/3	1398.31
Admin Officers	1/1	1396.57
	1/2	1432.08
	2/1	1472.10
	2/2	1513.80
	3/1	1549.21
	3/2	1578.65
	4/1	1615.16
	4/2	1637.33
	5/1	1695.80
	5/2	1744.30
	6/1	1777.39
	6/2	1795.88
Meter Readers cASUal	1	1027.24
	2	1064.26
	3	1114.34
Meter Reader Full time	1	928.62
Handyperson	1	919.66
	2	1001.07
	3	1061.18
Stores	1	966.46
	2	990.47
	3	1031.30
	4	1066.77
	5	1091.93
	6	1118.31
	7	1150.40
	8	1180.32
	Supervisor	1254.22
Electrical Technicians	1	990.51
	2	1034.50
	3	1062.20
	4	1117.44
	5	1172.69
	6	1227.94
	7	1283.18
	8	1338.43
	9	1422.83
	9 L/H	1471.16
Lineworker	Trainee	896.48
	1	974.98
	2	1017.94
	3	1037.83
	4	1074.30
	5	1131.23
	5 L/H	1194.26
	6	1174.77
	6 L/H	1237.82
	Supervising L/H	1338.42
Electrical Worker	1	865.41

	2	882.64
	3	900.09
	4	931.61
	5	966.46
	6	1031.27
	7	1044.89
IT		
	1	1317.64
	2	1544.67
	3	1615.38
	4	1731.78
	5	1854.53
	6	1938.58
	7	2001.04
	8	2063.88
Technical Officer	1/1	1382.65
	1/2	1415.27
	1/3	1443.34
	1/4	1479.40
	2/1	1512.24
	2/2	1544.88
	3/1	1582.75
	3/2	1607.40
	4/1	1644.14
	4/2	1674.71
Apprentices	1st Year	528.25
	2nd Year	623.17
	3rd Year	716.51
	4th Year	811.70

### 69. Appendix 8

#### Payroll History USU

##### Professional, Supervisory and Support Staff (Corporate and Retail)

Grade	January 2006	January 2007
1	1150.79	1203.72
2	1211.67	1267.40
3	1268.03	1326.36
4	1336.88	1398.38
5	1409.23	1474.16
6	1467.80	1535.32

#### IT

Grade	January 2006	January 2007
1	1212.57	1268.34
2	1268.03	1326.36
3	1336.88	1398.38
4	1409.33	1474.16
5	1467.80	1535.32
6	1521.46	1591.45

7	1570.61	1642.86
8	1619.92	1694.44
9	1681.25	1758.58
10	1740.76	1820.84

## Corporate &amp; Retail Support

Grade	January 2006	January 2007
1	479.80	501.87
2	538.27	563.03
3	601.09	628.74
4	665.88	696.51
5	752.17	786.77
6	836.04	874.49
7	892.26	933.30
8	966.96	1011.44
9	1017.77	1064.59
10	1085.26	1135.18

## Professional Officer

Grade	January 2006	January 2007
1	1323.80	1384.69
2	1514.40	1584.06
3	1604.89	1678.71
4	1759.26	1840.18
5	1854.85	1940.17

## MMO

Grade	January 2006	January 2007
1	906.38	948.07
2	989.36	1034.87
3	1081.79	1131.56
4	1110.96	1162.06
5	1208.36	1263.94
6	1262.93	1321.02
7	1299.91	1359.70

## STSO Network

Grade	January 2006	January 2007
1	1097.74	1148.23
2	1150.50	1203.42
3	1208.06	1263.63
4	1257.37	1315.20
5	1312.68	1373.06
6	1349.65	1411.74
7	1420.75	1486.10
8	1481.18	1549.31
9	1544.01	1615.04
10	1605.64	1679.50

## Technician

Grade	January 2006	January 2007
1	919.00	961.27
2	960.19	1004.36
3	985.45	1030.78

3A	990.40	1035.96
4	1023.78	1070.87
4A	1028.74	1076.06
5	1055.79	1104.36
6	1118.93	1170.40
7	1178.90	1233.13

## Electrical Technicians

Grade	January 2006	January 2007
1	919.37	961.66
2	960.20	1004.37
3	985.91	1031.26
4	1037.18	1084.89
5	1088.47	1138.54
6	1139.74	1192.17
7	1191.02	1245.80
8	1242.30	1299.45
9	1320.64	1381.39
9L/H	1365.50	1428.31

## Lineworker / cablejointer

Grade	January 2006	January 2007
Trainee	832.09	870.37
1	904.96	946.59
2	944.83	988.29
3	963.29	1007.60
4	997.14	1043.01
5	1049.99	1098.28
5L/H	1108.49	1159.48
6	1090.39	1140.55
6L/H	1148.92	1201.77
SUP L/H	1242.29	1299.44

## Electrical worker

Grade	January 2006	January 2007
1	803.25	840.20
2	819.25	856.93
3	835.44	873.87
4	864.70	904.47
5	897.05	938.31
6	957.21	1001.24
7	969.84	1014.45

## Apprentices

Grade	January 2006	January 2007
1	490.31	512.87
2	578.42	605.02
3	665.05	695.64
4	753.40	788.06

## USU Salaried Officers

Grade	January 2006	January 2007
1/1	732.55	766.24
*1/2	749.89	784.38
1/3	767.64	802.95
*1/4	785.84	821.99

1/5	804.48	841.48
2/1	831.07	869.30
2/2	850.86	890.00
2/3	871.11	911.18
2/4	891.90	932.93
2/5	913.20	955.21
3/1	930.75	973.57
3/2	952.98	996.82
3/3	975.82	1020.71
3/4	999.24	1045.21
3/5	1023.21	1070.28
4/1	1042.18	1090.12
4/2	1067.24	1116.34
4/3	1092.91	1143.19
4/4	1119.25	1170.74
4/5	1146.23	1198.95
5/1	1171.22	1225.09
5/2	1199.50	1254.68
5/3	1228.47	1284.98
5/4	1258.19	1316.07
5/5	1288.64	1347.92
6/1	1318.15	1378.78
6/2	1350.12	1412.23
6/3	1382.87	1446.49
6/4	1416.48	1481.64
6/5	1450.83	1517.57
7/1	1466.18	1533.62
7/2	1501.85	1570.93
7/3	1538.40	1609.17
7/4	1575.84	1648.33
7/5	1614.25	1688.51
GMGR1	1842.55	1927.31

## Water Wages (BIC)

Classification	Grade	January 2006	January 2007
Trades Electrical	1	958.76	1002.87
	2	975.86	1020.74
	3	994.05	1039.77
	4	1048.69	1096.93
	5	1094.27	1144.61
	Tech Officer	1184.22	1238.69
	Sup L/H 1	1157.46	1210.71
	Sup L/H 2	1190.02	1244.76
	Sup L/H 3	1220.65	1276.80
Trades Other	1	942.66	986.02
	2	961.18	1005.39
	3	979.56	1024.62
	4	1034.17	1081.74
	5	1079.95	1129.63
	Sup L/H 1	1133.15	1185.28
	Sup L/H 2	1160.23	1213.60
	Sup L/H 3	1187.99	1242.64
Plumbers	1	942.63	986.00

	2	969.25	1013.84
	3	987.00	1032.40
	4	990.53	1036.10
	5	995.69	1041.49
	6	1034.17	1081.74
Sewer	1	857.74	897.20
	2	884.01	924.67
	3	901.89	943.38
	4	905.27	946.91
	5	910.74	952.64
	6 SLH	1061.90	1110.75
Water Retic	1	777.18	812.93
	2	803.44	840.40
	3	821.34	859.12
	4	824.71	862.64
	5 Shift Sup	897.18	938.45
	6 Sup L/H	981.34	1026.48
Stores	1	777.18	812.93
	2	810.69	847.98
	3	821.34	859.12
	4	860.48	900.06
	5	981.34	1026.48

## Water Wages (BIC)

Classification	Grade	January 2006	January 2007
WPT	1/1	828.58	866.69
	*1/2	845.16	884.03
	2/1	859.25	898.77
	2/2	876.43	916.75
	2L/H	955.51	999.46
	3/1	923.39	965.86
	3/2	941.84	985.16
	3 L/H	1038.81	1086.60
	4/1	993.09	1038.78
	4/2	1012.95	1059.54
	Senior L/H 1	1133.15	1185.28
	Senior L/H 2	1160.23	1213.60
Apprentices	1	490.31	512.87
	2	578.42	605.02
	3	665.05	695.64
	4	753.40	788.06

## Balranald Energy Lodge

## Store Supervisor

Grade	January 2006	January 2007
1/1	858.81	898.31
*1/2	884.74	925.44
1/3	924.47	966.99
*1/4	958.97	1003.09
1/5	983.52	1028.76
2/1	1009.20	1055.62

2/2	1040.42	1088.28
2/3	1069.62	1118.82
2/4	1103.35	1154.11
2/5	1133.21	1185.33

## Foreman

Grade	January 2006	January 2007
1/1	1053.36	1101.82
1/2	1076.12	1125.63
2/1	1091.53	1141.74
2/2	1119.09	1170.57
3/1	1142.89	1195.46
3/2	1173.34	1227.31

## Apprentices

Grade	January 2006	January 2007
1	490.31	512.87
2	578.42	605.02
3	665.05	695.64
4	753.40	788.06

Balranald Energy Lodge  
Super, Tech Support Officer

Grade	January 2006	January 2007
1	1055.51	1104.06
2	1106.24	1157.13
3	1161.59	1215.03
4	1209.01	1264.62
5	1262.19	1320.25
6	1297.75	1357.45

## Electrical Technicians

Grade	January 2006	January 2007
1	919.37	961.66
2	960.20	1004.37
3	985.91	1031.26
4	1037.18	1084.89
5	1088.47	1138.54
6	1139.74	1192.17
7	1191.02	1245.80
8	1242.30	1299.45
9	1320.64	1381.39
9L/H	1365.50	1428.31

## Lineworker / Cablejointer

Grade	January 2006	January 2007
Trainee	832.09	870.37
1	904.96	946.59
2	944.83	988.29
3	963.29	1007.60
4	997.14	1043.01
5	1049.99	1098.28



5L/H	1108.49	1159.48
6	1090.39	1140.55
6L/H	1148.92	1201.77
SUP L/H	1242.29	1299.44

## Electrical Worker

Grade	January 2006	January 2007
1	803.25	840.20
2	819.25	856.93
3	835.44	873.87
4	864.70	904.47
5	897.05	938.31
6	957.21	1001.24
7	969.84	1014.45

## BIC Far West

## Clerical Officers

Grade	January 2006	January 2007
1/1	542.73	567.69
*1/2	607.53	635.47
1/3	671.06	701.93
*1/4	809.79	847.04
2/1	820.12	857.84
2/2	841.77	880.49
2/3	904.74	946.36
2/4	941.65	984.97
2/5	964.60	1008.97
2/6	995.10	1040.88
2/7	1016.61	1063.37
2/8	1069.61	1118.81
*3/1	1116.86	1168.23
3/2	1157.81	1211.07
4/1	1184.17	1238.64
4/2	1211.00	1266.70
5/1	1227.21	1283.66
5/2	1253.25	1310.90
5/3	1297.88	1357.58

## Administration Officers

Grade	January 2006	January 2007
1/1	1296.27	1355.89
*1/2	1329.23	1390.37
2/1	1366.37	1429.22
2/2	1405.07	1469.70
3/1	1437.95	1504.09
3/2	1465.27	1532.67
4/1	1499.16	1568.12
4/2	1519.73	1589.64
5/1	1574.00	1646.40
5/2	1619.02	1693.49
6/1	1649.73	1725.62
6/2	1666.90	1743.57

## Meter Readers

Grade	January 2006	January 2007
Casual 1	953.46	997.32
Casual 2	987.82	1033.26
Casual 3	1034.31	1081.88
Full-Time 1	861.92	901.57

## Handy Person

Grade	January 2006	January 2007
1	853.61	892.88
2	929.17	971.91
3	984.97	1030.27

## Stores

Grade	January 2006	January 2007
1	897.05	938.31
2	919.33	961.62
3	957.23	1001.26
4	990.15	1035.70
5	1013.50	1060.12
6	1037.99	1085.74
7	1067.78	1116.90
8	1095.55	1145.94
Supervisor	1164.14	1217.69

## IT

Grade	January 2006	January 2007
1	1223.00	1279.26
2	1433.73	1499.68
3	1499.36	1568.33
4	1607.40	1681.34
5	1721.33	1800.51
6	1799.35	1882.12
7	1857.32	1942.76
8	1915.64	2003.76

## Technical Officer

Grade	January 2006	January 2007
1	1283.35	1342.38
2	1313.62	1374.05
3	1339.67	1401.30
4	1373.15	1436.31
5	1403.63	1468.19
6	1433.92	1499.88
7	1469.08	1536.65
8	1491.95	1560.58
9	1526.05	1596.25
10	1554.43	1625.93

## Electrical Technicians

Grade	January 2006	January 2007
1	919.37	961.66
2	960.20	1004.37
3	985.91	1031.26
4	1037.18	1084.89
5	1088.47	1138.54
6	1139.74	1192.17
7	1191.02	1245.80
8	1242.30	1299.45
9	1320.64	1381.39
9L/H	1365.50	1428.31

## Lineworker / Cablejointer

Grade	January 2006	January 2007
Trainee	832.09	870.37
1	904.96	946.59
2	944.83	988.29
3	963.29	1007.60
4	997.14	1043.01
5	1049.99	1098.28
5L/H	1108.49	1159.48
6	1090.39	1140.55
6L/H	1148.92	1201.77
SUP L/H	1242.29	1299.44

## Electrical Worker

Grade	January 2006	January 2007
1	803.25	840.20
2	819.25	856.93
3	835.44	873.87
4	864.70	904.47
5	897.05	938.31
6	957.21	1001.24
7	969.84	1014.45

## Apprentices

Grade	January 2006	January 2007
1	490.31	512.87
2	578.42	605.02
3	665.05	695.64
4	753.40	788.06

R. W. HARRISON *D.P.*

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(1131)

SERIAL C6913

## **CROWN EMPLOYEES (AUSTRALIAN MUSIC EXAMINATIONS BOARD (NEW SOUTH WALES) EXAMINERS, ASSESSORS AND ADVISERS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1616 of 2008)

Before Commissioner McLeay

13 November 2008

### **REVIEWED AWARD**

#### **PART A**

##### **1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Dictionary
3.	Anti-Discrimination
4.	Marking Rates - Base Rates
5.	Marking Rates (Written)
6.	Examining Rates (Practical)
7.	Meal Allowance
8.	Travel and Living Allowance
9.	Family Leave Provisions
10.	Advisers
11.	Minimum Payment
12.	Superannuation
13.	Salary Sacrifice to Superannuation
14.	No Further Claims
15.	Hours of Work
16.	Conditions of Examining and Marking
17.	Examination Procedures
18.	Recruitment of Examiners and Assessors
19.	Performance Development
20.	System Improvements
21.	Dispute Resolution Procedures
22.	Duties as Directed
23.	Occupational Health and Safety
24.	Termination of Services
25.	Area, Incidence and Duration

#### **PART B**

##### **MONETARY RATES**

Table 1 - Base Rates

Table 2 - Allowances for Advisers

Table 3 - Other Rates and Allowances

## 2. Dictionary

- 2.1 "Advisers" means persons employed to provide expert advice on all aspects of syllabus development and interpretation, examination practice and procedures, and professional issues relating to the training, development and conduct of examiners, and other duties as directed by the State Manager, for a group of instruments.
- 2.2 "AMEB (NSW)" means the Australian Music Examinations Board of New South Wales, which is the State agency in New South Wales of the Australian Music Examinations Board.
- 2.3 "Assessors" means persons employed to undertake marking of the AMEB (NSW) written examination papers and paid by the number of papers marked per hour.
- 2.4 "Employees" means Advisers, Assessors and Examiners employed by the Office of the Board of Studies.
- 2.5 "Examination Headquarters" means the Sydney Conservatorium of Music.
- 2.6 "Examiners" means persons employed to undertake the AMEB (NSW) practical examinations at the AMEB (NSW) headquarters and other various locations throughout New South Wales and paid by the number of hours worked.
- 2.7 "General Manager" means the Department Head of the Office of the Board of Studies, New South Wales who holds corporate governance responsibilities for the AMEB (NSW) under the *Public Sector Employment and Management Act 2002* and *Public Finance and Audit Act 1983*, and other relevant legislation and regulations.
- 2.8 "Metropolitan Area" means a 40-kilometre radius from the AMEB (NSW) examination headquarters.
- 2.9 "Parties" means the Office of the Board of Studies, the New South Wales Teachers Federation and the New South Wales Independent Education Union.
- 2.10 "State Manager" means the State Manager, AMEB (NSW), employed under the *Public Sector Employment and Management Act 2002* by the Office of the Board of Studies, New South Wales and accountable to the General Manager of the Office of the Board of Studies, New South Wales for the total management of the AMEB (NSW) and the management of the AMEB (NSW) personnel and finances.
- 2.11 "Superannuation Guarantee Contribution (SGC)" is the minimum compulsory level of superannuation contributions employers are required to make for their employees under the Commonwealth's Superannuation Guarantee legislation.

## 3. Anti-Discrimination

- 3.1 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.
- 3.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 3.3 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.

- 3.4 Nothing in this clause is to be taken to affect:
- 3.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 3.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 3.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 3.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 3.5 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.

#### 4. Marking Rates - Base Rates

- 4.1 Assessors and examiners are engaged on a casual basis, depending on the number of candidates enrolled in written and practical examinations. The base rate of pay is as set out in Table 1 - Base Rates of Part B, Monetary Rates.

#### 5. Marking Rates (Written)

- 5.1 The rate for the marking of written examination papers by assessors shall be the base rate specified in Table 1 - Base Rates of Part B, Monetary Rates, divided by the number of papers to be marked in one hour for each subject and grade, as set out below:

Examination and grade theory	No. of papers per hour	Examination and grade musicianship	No. of papers per hour	Speech and drama	No. of papers per hour
1	15	1	15	4	3
2	14	2	14	5	3
3	10	3	10	6	2
4	8	4	7	7	1.5
5	6	5	7		
6	5	6	6		
7	3	7	3		
		8	3		

#### 6. Examining Rates (Practical)

- 6.1 The rate for practical examining for examiners shall be the base rate specified in Table 1 - Base Rates of Part B, Monetary Rates.

#### 7. Meal Allowance

- 7.1 Meal allowances are payable to examiners and shall be adjusted according to movements in the applicable meal allowance rates as contained in Division 3, Meals - Generally, of the Public Sector Employment and Management General Regulation 1996 and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 as varied or its successor.

#### 8. Travel and Living Allowance

- 8.1 An allowance as set out in Item 1 of Table 3 - Other Rates and Allowances of Part B, Monetary Rates, is payable in respect of travel within the metropolitan area to the AMEB (NSW) examination headquarters. This allowance is not payable more than once in relation to any given day.

The travel allowance is based on, and shall be adjusted by movements in, the Industrial Authority's Transport Allowances Rates for motor vehicles whose engine capacity exceeds 1,600 cc applied to an average 40 km.

- 8.2 The travel allowance for examiners who are required to travel to venues other than the AMEB (NSW) examination headquarters or from outside the metropolitan area to the AMEB (NSW) examination headquarters, is based on the use of a private motor vehicle paid on the greater of:
- 8.2.1 the basis of cents per kilometre up to 8,000 kms per annum and over 8,000 kms per annum at the respective rates as set out in Item 2 of the said Table 3 and is payable to examiners in respect of each km travelled in excess of the total distance between the examiner's usual place of residence and the AMEB (NSW) examination headquarters or 40 kms, whichever is the lesser, and in circumstances where a rental motor vehicle is not utilised; or
- 8.2.2 the cost of public transport or, at the sole discretion and with the prior approval of the State Manager, taxi cabs, as substantiated by receipts or other acceptable proof of expenditure; or
- 8.2.3 the rate pursuant to subclause 8.1 of this clause.
- 8.3 The travel allowance shall be adjusted in accordance with the above formulae and with the rates as determined from time to time by the Industrial Authority pursuant to its powers under the *Public Sector Employment and Management Act 2002* or the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 as varied or its successor.
- 8.4 Where it is reasonable for examiners required to travel pursuant to subclause 8.2 of this clause to be away from their homes overnight, they shall be entitled to a daily living allowance at the applicable rate contained in the Public Sector Employment and Management (General) Regulation 1996 or the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 as varied or its successor.

## 9. Family Leave Provisions

- 9.1 The General Manager must not fail to re-engage an Employee because:

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

9.1.2 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.

- 9.2 Personal Carers entitlement for Employees

9.2.1 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 (9.3), and the notice requirements set out in (9.4).

9.2.1.1 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

- 9.2.2 The General Manager 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.
- 9.2.3 The General Manager 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.
- 9.3 The Employee, shall if required:
- 9.3.1 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
- 9.3.2 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.
- 9.4 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)).
- 9.5 Bereavement entitlements for Employees
- 9.5.1 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).
- 9.5.2 The General Manager 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.
- 9.5.3 The General Manager 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.
- 9.5.4 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)).

#### **10. Advisers**

- 10.1 Advisers shall be remunerated on a per annum allowance basis ascending according to student candidature in each respective instrument group. Advisers are responsible for:
- 10.1.1 syllabus development and interpretation;
  - 10.1.2 examination practice and procedures;
  - 10.1.3 professional issues relating to the training, development and conduct of examiners and assessors;
  - 10.1.4 other duties as directed by the State Manager.
- 10.2 Advisers shall be remunerated by way of an allowance, paid annually and determined according to the candidature in their respective instrument group, as set out in Table 2 - Allowances for Advisers of Part B, Monetary Rates.

#### **11. Minimum Payment**

- 11.1 No examiner scheduled to conduct examinations on any day shall be paid for less than four hours, calculated in accordance with this award, from the time examining commences.

#### **12. Superannuation**

- 12.1 All examiners, assessors and advisers shall be entitled to occupational superannuation at the applicable SGC rate for all payments pursuant to clauses 4, Marking Rates - Base Rates, 5, Marking Rates (Written), and 6, Examining Rates (Practical).

#### **13. Salary Sacrifice to Superannuation**

- 13.1 Notwithstanding the salaries prescribed by Part B, 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 4, Marking Rates-Base Rates, 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.
- 13.2 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
- 13.2.1 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
  - 13.2.2 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 4 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 salary 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 department or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 13.4 Where an employee makes an election in terms of subclause 13.3 of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.
- 13.5 Where the employee is a member of a superannuation scheme established under:
- 13.5.1 the *Police Regulation (Superannuation) Act 1906*;
- 13.5.2 the *Superannuation Act 1916*;
- 13.5.3 the *State Authorities Superannuation Act 1987*;
- 13.5.4 the *State Authorities Non-contributory Superannuation Act 1987*; or
- 13.5.5 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 13.1 of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.
- 13.6 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 13.5 of this clause, the department or agency will continue to base contributions to that fund on the salary payable under clause 4 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.

#### **14. No Further Claims**

- 14.1 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 2008 in relation to matters expressly contained in this award.

#### **15. Hours of Work**

- 15.1 The core paid hours of work for examiners shall be seven hours a day. Hours of work for examiners shall be scheduled by the State Manager between the bandwidth hours of 8.00 a.m. to 6.00 p.m. on any day of the week. However, Sunday work shall also be subject to examiner availability.
- 15.2 Examiners shall be entitled to a one-hour unpaid meal break between the hours of 12 noon and 2.00 p.m.
- 15.3 Examiners shall be entitled to a morning and afternoon tea break of ten minutes each, which shall count as time worked.
- 15.4 The rates specified in Table 1 - Base Rates of Part B, Monetary Rates incorporate loadings for casual engagement, sick leave and pro rata holidays, excepting the extended leave provisions of the *Public Sector Employment and Management Act 2002*.
- 15.5 Work scheduled after the examiner has worked the core paid hours of work from Monday to Saturday and all work scheduled on a Sunday shall be paid at the appropriate rate as set out in Table 1 - Base Rates of Part B, Monetary Rates loaded by 50 per cent.

- 15.6 With the exception of the home to the first scheduled examining venue and the return home from the final examining venue travelling time between scheduled examining venues on the same day shall be paid at the rate applicable to the scheduled hours of work.

### **16. Conditions of Examining and Marking**

- 16.1 Examiners and assessors shall strictly adhere to the official timetable, other than in circumstances recognised by the State Manager as being beyond their control.
- 16.2 The State Manager shall ensure that all examination centres have adequate facilities and that all occupational health and safety requirements are met. Where facilities are identified as inadequate, examiners are to assist by reporting to the State Manager to ensure remedial action can be initiated.
- 16.3 The AMEB (NSW) shall supply appropriate identification to examiners to be worn during their hours of work.

### **17. Examination Procedures**

- 17.1 The examination procedures shall be in accordance with the Handbook for Examiners, issued annually by the AMEB (NSW), after consultation between the parties.

### **18. Recruitment of Examiners and Assessors**

- 18.1 The AMEB (NSW) selection criteria for the recruitment of examiners and assessors include:
- 18.1.1 relevant music and/or speech and drama qualifications;
  - 18.1.2 developed skills in teaching and performance;
  - 18.1.3 excellent interpersonal skills;
  - 18.1.4 communications skills and ability to articulate concepts clearly;
  - 18.1.5 constructive, supportive and analytical report writing skills;
  - 18.1.6 sound understanding of the stylistic elements essential to performance;
  - 18.1.7 demonstrated knowledge of the AMEB (NSW) repertoire, syllabus requirements and regulations;
  - 18.1.8 demonstrate a professional understanding of the standards obtainable at each grade level within the syllabus and availability to examine.
- 18.2 Successful applicants shall be required to undertake mandatory induction training as appropriate and approved by the AMEB (NSW). Such training shall be paid at the base rate as set out in Table 1 - Base Rates of Part B, Monetary Rates.

### **19. Performance Development**

- 19.1 The performance development scheme already agreed by the parties for examiners and assessors addresses three objectives and shall:
- 19.1.1 ensure that advisers and examiners and assessors engage in an appraisal process designed to improve the quality of examinations, and to focus it on the teaching and learning objectives of the AMEB (NSW);
  - 19.1.2 provide work reports to examiners and assessors who need these for employment purposes;
  - 19.1.3 assist examiners and assessors whose performance is causing concern.

- 19.2 The parties are to monitor the implementation of the performance development scheme and agree to appropriate refinements if required.
- 19.3 Training and Development - The annual training and development meeting of examiners and assessors shall continue to be conducted by the relevant adviser. Participating examiners and assessors shall continue to be considered to be on duty for this session.

## 20. System Improvements

- 20.1 The AMEB (NSW) acknowledges its continuing obligation to:
- (a) provide appropriate training to assist examiners in dealing with teachers, parents and candidates and in preparing examination reports;
  - (b) ensure teachers, parents and candidates are aware of the appropriate avenues of securing feedback from examiners on candidate performance.
- 20.2 Implementation of Revised Procedures - The parties agree to consult and co-operate in the development and implementation of operational and examination and assessment procedures.

## 21. Dispute Resolution Procedures

- 21.1 Subject to the provisions of the *Industrial Relations Act* 1996, the following procedures shall apply:
- 21.1.1 Should any dispute (including a question or difficulty) arise, discussions shall be held between the State Manager and the person(s) concerned and/or a representative of the unions. They shall discuss the dispute with a view to resolving the dispute, or by negotiating an agreed method and timeframe for proceeding.
- 21.1.2 If the dispute is not resolved at this level, the matter shall be referred to the General Manager, Office of the Board of Studies, or nominee, to enable discussions at this level with the person(s) concerned and/or a representative of the unions. They shall discuss the dispute with a view to resolving the dispute, or by negotiating an agreed method and timeframe for proceeding.
- 21.1.3 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

## 22. Duties as Directed

- 22.1 The State Manager or delegate may direct an employee to carry out such duties which 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 do not promote deskilling.
- 22.2 Any directions issued by the State Manager pursuant to subclause 22.1 of this clause shall be consistent with the State Manager's responsibility to provide a safe and healthy working environment.

## 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 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employers premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
  - (b) provide employees of the labour hire business and/or contract business with 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 23 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 21 March 2006.

#### **24. Termination of Services**

- 24.1 Any examiner is entitled to two weeks' notice of termination of scheduled services, or payment for the hours scheduled as an examiner, except where termination of services is on account of misconduct of any kind or any unsatisfactory standard of work, or voluntary withdrawal by the examiner.

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

- 25.1 This award covers all persons employed by the Office of the Board of Studies as AMEB (NSW) examiners, assessors and advisers.
- 25.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Australian Music Examinations Board (New South Wales) Examiners, Assessors and Advisers Employed by the Office of the Board of Studies Award published 8 September 2006 (360 I.G. 959), as varied.
- 25.3 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 November 2008.
- 25.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

**PART B****MONETARY RATES****Table 1 - Base Rates**

	Amount per hour \$
Base Rate on and from 1 January 2006	57.88
Base Rate on and from 1 January 2007	60.20
Base Rate on and from 1 January 2008	62.60

**Table 2 - Allowances for Advisers**

Advisers per annum allowance	4.0% On and from 1/1/06 \$	4.0% On and from 1/1/07 \$	4.0% On and from 1/1/08 \$
Level 1: candidature 0 to 100	684	711	739
Level 2: candidature 101 to 3,000	1,369	1,424	1,481
Level 3: candidature 3,001 to 15,000	2,054	2,136	2,221
Level 4: candidature over 15,001	2,736	2,845	2,959

**Table 3 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	8.1	Metropolitan travel allowance to AMEB (NSW) examination headquarters	13.48
2	8.2	Travel allowance per km outside metropolitan area: - up to 8,000 km per annum - over 8,000 km per annum	0.7360 0.2610

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

# **CROWN EMPLOYEES (CHIEF EDUCATION OFFICERS - DEPARTMENT OF EDUCATION AND TRAINING) SALARIES AND CONDITIONS AWARD 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1547 of 2008)

Before Commissioner Murphy

5 November 2008

## **REVIEWED AWARD**

### **PART A**

#### **1. Arrangement**

##### PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Purpose and Principles of this Award
3.	Definitions
4.	Qualifications
5.	Salaries and Other Remuneration
6.	Conditions of Employment
7.	Recreation Leave
8.	Professional and Career Development
9.	Mobility Provisions
10.	Technological Change
11.	Performance Management
12.	Dispute Resolution Procedures
13.	Duties as Directed
14.	Redeployment
15.	Right of Return of Permanent Officers Temporarily Appointed to Chief Education Officer Positions
16.	No Further Claims
17.	Anti-Discrimination
18.	Deferred Salary Scheme
19.	Area, Incidence and Duration

##### PART B

##### MONETARY RATES

Table 1 - Salary Scale

Schedule 1 - Performance Management Scheme for Chief  
Education Officers

Schedule 2 - Agreement

#### **2. Purpose and Principles of This Award**

2.1 This award establishes the conditions of employment, including salaries, of chief education officers.



- 2.2 The parties to this award are the Department and the ISEA.
- 2.3 The parties will support chief education officers by:
- (a) providing clear lines of communication on matters affecting individuals and their work;
  - (b) developing individual and collective talents;
  - (c) promoting co-operation and teamwork;
  - (d) recognising individual and team contributions; and
  - (e) promoting career planning and development.
- 2.4 This award aims to assist the Department and chief education officers in pursuing the goal of continuous improvement by:
- (a) supporting schools and TAFE in carrying out the government agenda;
  - (b) facilitating teaching and learning processes which will improve student opportunities and outcomes;
  - (c) improve organisation-wide productivity and efficiency;
  - (d) assisting and accelerating cultural change in the workplace towards greater participation and flexibility;
  - (e) promoting better and more satisfying jobs;
  - (f) developing and pursuing constructive changes aimed at improving teaching and learning in schools and TAFE on a co-operative, continuing basis by using a consultative approach;
  - (g) maintaining essential standards of employment conditions;
  - (h) providing certainty, stability and equity in salaries and conditions arrangements for the period of the award;
  - (i) laying a foundation for further workplace improvement through a commitment to improved teaching and learning in schools and TAFE, greater customer focus and commitment to quality service and to joint development of performance measures;
  - (j) enhancing the opportunities of chief education officers for career progression and mobility; and
  - (k) improving the effectiveness of the Department.

### 3. Definitions

- 3.1 "Act" means the *Teaching Service Act* 1980.
- 3.2 "Chief Education Officer" means a person appointed as such by the Director-General under the Act.
- 3.3 "Department" means the New South Wales Department of Education and Training.
- 3.4 "Director-General" means the Director-General of the New South Wales Department of Education and Training.
- 3.5 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales, established by the *Industrial Relations Act* 1996.

- 3.6 "ISEA" means the Institute of Senior Educational Administrators of New South Wales.
- 3.7 "Officer" means and includes all persons permanently or temporarily employed in the Teaching Service under the provisions of the Act.
- 3.8 "Parties" means the Department and the ISEA.
- 3.9 "Senior Officers" means employees employed as senior officers whose working conditions are prescribed under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, or its successor.
- 3.10 "TAFE" means the Technical and Further Education Commission of New South Wales.

#### **4. Qualifications**

- 4.1 The parties agree that the qualification requirements of positions should accurately reflect their requirements and should conform with equal employment opportunity principles.
- 4.2 Qualifications for appointment as a chief education officer will be as determined by the Director-General.

#### **5. Salaries and Other Remuneration**

- 5.1 Except as otherwise provided in subclause 5.6 of this clause, chief education officers must be employed at an annual salary not less than that for the classifications as set out in Table 1 - Salary Scale, of Part B, Monetary Rates.
- 5.2 Subject to the provisions of the Act and to the regulation made thereunder, chief education officers covered by this award will be paid the salary as set out in the said Table 1.
- 5.3 The salaries payable in Table 1 include remuneration of all incidents of employment other than:
- (a) annual leave loading;
  - (b) travel or subsistence or motor vehicle allowances;
  - (c) allowances in relation to relocation expenses; and
  - (d) climatic living and disability (Broken Hill) allowances.
- 5.4 Persons appointed as chief education officers subsequent to the making of this award will be appointed to the appropriate salary level based on their background, experience and, where applicable, previous salary level.
- 5.5 Chief education officers not on salary level 3 will be remunerated at higher salary levels depending on satisfactory performance determined by the performance management scheme agreed on by the parties as set out in Schedule 1 - Performance Management Scheme for Chief Education Officers.
- 5.6 Salary packaging

For the purposes of this clause "salary" means the salary or rates of pay prescribed by Part B, Table 1 of this award and superable allowances.

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

Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not

limited to, compulsory superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.

5.6.2 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and employer, will be provided in a separate written agreement, in accordance with the Department's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.

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

5.6.3.1 any fringe benefits tax liability arising from a salary packaging arrangement; and

5.6.3.2 any administrative fees.

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

5.6.4.1 Superannuation Guarantee Contributions;

5.6.4.2 any salary-related payment including but not limited to allowances and workers compensation payments; and

5.6.4.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

## **6. Conditions of Employment**

6.1 The provisions of this award prevail over any award, industrial agreement, public sector agreement, determination under the *Teaching Service Act 1980* or the Public Sector Workforce Office or award of the Industrial Relations Commission which deal with the same matters in so far as they purport to apply to a chief education officer bound by this award.

6.2 Chief education officers will have access to working hours consistent with the flexible working hours conditions afforded Senior Officers, subject to operational requirements and departmental convenience.

6.3 Deduction of Association Membership Fees.

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

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

6.3.3 Subject to 6.3.1 and 6.3.2 above, the Department shall deduct ISEA fortnightly membership fees from the pay of any employee who is a member of the ISEA in accordance with the ISEA'S rules, provided that the employee has authorised the Department to make such deductions.

6.3.4 Monies so deducted from employees' pay will be forwarded regularly to the ISEA together with all necessary information to enable the ISEA to reconcile and credit subscriptions to employees' ISEA membership accounts.

6.3.5 Unless other arrangements are agreed to by the Department and the ISEA, all ISEA membership fees shall be deducted on a fortnightly basis.

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

### **7. Recreation Leave**

- 7.1 Chief education officers are entitled to four weeks recreation leave per annum.
- 7.2 Recreation leave will be taken at a time and for a period agreed between the chief education officer and the supervisor.
- 7.3 Payment will be made at the chief education officer's salary rate at that time.

### **8. Professional and Career Development**

- 8.1 The parties confirm a commitment to professional and career training and development for chief education officers and to their obligation to maintain and update their professional skills for the benefit of students, staff and the Department.
- 8.2 The Department is committed to providing access to and support for professional, management development and technological training, and to enhance the career mobility of chief education officers.
- 8.3 The Department, in consultation with the ISEA and chief education officers concerned, will develop a training plan(s) to provide for the professional development and career needs of chief education officers.
- 8.4 The training plan(s) will take into account the career and development needs of individual chief education officers and those needs as determined by the Department.
- 8.5 The training plan(s) will be linked to the performance management scheme for each chief education officer.
- 8.6 Where the chief education officer is required to undertake a professional development activity by the Department, the compulsory fees involved will be met by the Department. Where the professional development activity is voluntary, the Department may, at its discretion, refund all or part of the compulsory fees incurred by chief education officers approved to undertake such training and professional development programs.

### **9. Mobility Provisions**

- 9.1 The parties agree to develop and implement strategies to enhance the mobility between chief education officers and senior administrators in the Department and institute managers in TAFE.

### **10. Technological Change**

- 10.1 The ISEA agrees to support the implementation of the Department's Technology Strategy.
- 10.2 The Department will assist chief education officers in meeting the demands of the Department's technology strategy by providing access to equipment and professional development opportunities designed to increase chief education officers' efficiency and productivity.

### **11. Performance Management**

- 11.1 The performance of chief education officers will be reviewed annually under a performance management scheme agreed between the parties as set out in Schedule 1 - Performance Management Scheme for Chief Education Officers.

## 12. Dispute Resolution Procedures

- 12.1 Subject to the provisions of the *Industrial Relations Act* 1996, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedure shall apply.
- 12.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the chief education officer will raise the dispute, question or difficulty with the supervisor as soon as practicable.
- 12.1.2 The supervisor will discuss the matter with the chief education officer within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and timeframe for proceeding.
- 12.1.3 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 chief education officer may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, question or difficulty or negotiating an agreed method and timeframe for proceeding.
- 12.1.4 Where the procedures in paragraph 12.1.3 of this subclause do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the Deputy Director-General, Workforce Management and Systems Improvement and the Secretary of the ISEA. They or their nominees will discuss the dispute, question or difficulty within five working days with a view to resolving the matter by negotiating an agreed method and timeframe for proceeding.
- 12.1.5 Should the above procedures not lead to resolution then either party may make application to the Industrial Relations Commission of New South Wales.

## 13. Duties as Directed

- 13.1 The Director-General, delegate, nominee or representative may direct a chief education officer to carry out such duties as are within the limits of the chief education officer's skills, competence and training, provided that such duties do not promote deskilling.
- 13.2 The Director-General may determine the location at which such duties will be carried out.
- 13.3 Any direction issued by the Director-General pursuant to subclauses 13.1 and 13.2 of this clause shall be consistent with the Director-General's responsibility to provide a safe, healthy working environment.

## 14. Redeployment

- 14.1 To allow greater flexibility to place a permanent chief education officer displaced through organisational change or the regrading of a position, the parties agree, subject to personal and geographic considerations, to place the chief education officer in:
- 14.1.1 another non school-based position under the Act of annual salary level for which the officer is qualified; or
- 14.1.2 an appropriate school-based position having regard to the chief education officer's salary, experience and background.
- 14.2 In implementing paragraph 14.1.2 of subclause 14.1 of this clause, the Department will take into account the experience of the chief education officer in both school-based and non-school based positions, the salary level of the chief education officer and the salary levels and locations of appropriate vacant school based positions, including executive positions.

**15. Right of Return of Permanent Officers Temporarily Appointed to Chief Education Officer Positions**

- 15.1 A permanent officer of the Department temporarily appointed to a chief education officer position for a period not exceeding twelve consecutive months will have right of return to their substantive position in the Department at the conclusion of the temporary appointment.
- 15.2 A permanent officer of the Department temporarily appointed to or acting in a chief education officer position for a period exceeding 12 consecutive months will have right of return to a position of equivalent salary and status as the substantive position occupied prior to the temporary appointment or acting arrangement.

**16. No Further Claims**

- 16.1 Except as provided by the *Industrial Relations Act* 1996, prior to 31 December 2008 there shall be no further claims by the parties to this Award for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this award.

**17. Anti-Discrimination**

- 17.1 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.
- 17.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in clause 12, 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.
- 17.3 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.
- 17.4 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 section 56(d) of the *Anti-Discrimination Act* 1977, or
  - a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 17.5 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.

**18. Deferred Salary Scheme**

- 18.1 The Department's deferred salary scheme provides chief education officers with an opportunity to take a year away from work for professional development and other experience such as industry experience, post graduate study, working in overseas education and training systems or other activities.
- 18.2 Under the deferred salary scheme, chief education officers are able to defer 20 per cent of their salary for the first four years and be paid the deferred salary in the fifth year whilst on leave.

### 19. Area, Incidence and Duration

19.1 This award:

19.1.1 covers all chief education officers employed by the Department under the Act;

19.1.2 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Chief Education Officers - Department of Education and Training) Salaries and Conditions Award 2006 published 2 June 2006 (359 I.G. 419), as varied.

19.1.3 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 5 November 2008.

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

## PART B

### MONETARY RATES

Table 1 - Salary Scale

Chief Education Officers	Salary from first pay period commencing on or after 1.1.2006 \$	Salary from first pay period commencing on or after 1.1.2007 \$	Salary from first pay period commencing on or after 1.1.2008 \$
Increase	4%	4%	4%
Level 3	120,093	124,897	129,893
Level 2	115,147	119,753	124,543
Level 1	106,902	111,178	115,625

## SCHEDULE 1

### Performance Management Scheme For Chief Education Officers

#### 1. Introduction

The scheme establishes a basis for objective decisions about an individual's work performance and the provision of staff development to develop work related skills and career paths.

#### 2. Objectives of Performance Management

The objectives of performance management are to support the professional development of chief education officers and to enhance the performance of the Department. All chief education officers will participate in the scheme. The performance management scheme will provide an effective means for chief education officers to understand, reflect upon and improve their performance through developmental processes and to understand the role, accountabilities and standards that are expected of them.

The performance management process is a collaborative process between the supervisor and the chief education officer. The supervisor will exercise leadership by working together with the chief education officer to implement the performance management scheme and to provide continuing support and feedback to the officer.

The major outcomes of the performance management process will be the identification of developmental needs of the chief education officer, the development strategies to support these needs, feedback on performance and achievements and recommendations about placement on a higher salary level.

The objectives are to:

establish clear individual performance goals linked to, and consistent with, the Department's plans and objectives;

identify each chief education officer's current and medium term development needs (in relation to the organisation and self), and career goals and develop strategies to support these needs;  
assist with the achievement of the Department's long term objectives and annual priorities;

provide for each individual chief education officer, a valid basis for performance assessment against job-related criteria; and

provide job-related guidance and performance feedback in a continuing way.

The scheme will reflect and support the Department's overall objectives as set out in:

The Department's Strategic Plan;

annual priorities; and

directorates' management plans.

The scheme is an ongoing process and consists of three major components:

developing the performance agreement;

review process; and

feedback.

### **3. The Performance Agreement**

The performance agreement and its format are to be negotiated by the chief education officer and the supervisor. The performance agreement is to be retained by the chief education officer and the supervisor. It is based on the role and responsibilities of the position and performance criteria. It includes:

performance targets; and

performance indicators.

Performance agreements will be established through planned and participative meetings between the chief education officer and the supervisor.

### **4. the Review Process**

The review process is both formal and informal. Chief education officers participate, on a regular basis, in formal processes which form part of the normal relationship between the chief education officer and the supervisor. Informal processes complement the progress review and formal annual review.

The Progress Review - Within the 12 month review period, there should be at least two progress reviews to:

reconfirm that the role statement, targets and performance indicators in the performance agreement are in fact realistic and up to date;



discuss and agree upon any changes in priorities, objectives and emphasis of each performance target and performance indicator;

discuss and agree upon any amendments to the performance agreement;

assess progress to date against the agreement; and

provide feedback on performance, achievements and levels of support to date and identify professional development needs which might assist in future goal achievement.

Progress review meetings do not displace regular, work related contact between chief education officers and their supervisors. They provide a focus on the planned activities and outcomes embodied in each chief education officer position, and are a valuable element in normal planning processes, as well as contributing to the performance management process.

Progress reviews may be relatively unstructured. The process may be based on minimal or informal documentation unless:

- (a) the progress review identifies a need for extensive alteration to the performance agreement because of changed circumstances; or
- (b) significant concerns about the chief education officer's performance indicate that the annual review might be unfavourable unless improvement occurs.

**The Annual Review** - The annual review is the formal meeting which provides an opportunity for the chief education officer and supervisor to evaluate the chief education officer's performance during the previous year and to formulate performance and developmental plans for the ensuing year.

As with other processes in the performance management scheme, the approach to this step should be negotiated between the supervisor and chief education officer. The supervisor should give the chief education officer at least ten working days notice of the annual review meeting.

The annual review will:

provide the overall evaluation of the chief education officer's work performance during the review period;

provide a basis for individual development plans;

lead, where appropriate, to recommendations about placement on a higher salary level; and

lead to the identification of actions to be set down in the performance agreement for the next year.

## **5. Feedback**

**Overall Performance Evaluation** - In formulating feedback on the chief education officer's performance, the supervisor will consider the relative importance of each target in relation to the overall duties and purpose of the position and the extent to which unanticipated factors may have affected the chief education officer's level of achievement.

The supervisor will write a report about the chief education officer's achievements against the targets and indicators in the performance agreement. The chief education officer will be invited to comment on this report and these comments will be appended to the report.

The extent to which targets have been met, taking into account their relative importance and factors which may have influenced the chief education officer's performance, will determine the overall judgement about the chief education officer's performance.

In general, the overall judgement about the chief education officer's performance will be consistent with the feedback provided at progress meetings.

The supervisor is to submit details of the performance of chief education officers to the Director-General, through their relevant General Manager, Assistant Director-General or Deputy Director-General.

For those chief education officers who are being remunerated at less than the maximum level 3 salary and whose performance is deemed as satisfactory at the annual performance appraisal, the Department will place the chief education officer on the next salary level. The date on which the new salary level is to be affected will be on and from the date of signing of the appraisal report. Where the chief education officer is deemed to not be satisfactory, the officer will be advised of the reason(s) for the determination.

Where a chief education officer on the minimum salary level has had their performance deemed as outstanding, the supervisor may recommend to the Director-General placement of the chief education officer on the maximum salary level.

Chief education officers, whose performance has been identified as causing concern and who have not responded to the support provided, will have their performance deemed as unsatisfactory. In these circumstances, the supervisor will advise the chief education officer of the areas of concern and will work with the chief education officer to develop and implement a program of support to address the concerns.

## **SCHEDULE 2**

### **Agreement between the Department of Education and Training and the Institute of Senior Educational Administrators for Chief Education Officers appointed under the *Teaching Service Act 1980*.**

This agreement is made on the basis that position criteria for future vacant chief education officer positions will, in the main, reflect the need for relevant educational experience.

J. P. MURPHY, Commissioner

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(1879)

**SERIAL C6900**

**CROWN EMPLOYEES (DEPARTMENT OF ENVIRONMENT AND  
CLIMATE CHANGE - PARKS AND WILDLIFE GROUP) FIELD  
OFFICER PAYMENTS AWARD 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1527 of 2008)

Before Commissioner Bishop

11 November 2008

**ORDER OF RESCISSION**

The Industrial Relations Commission of New South Wales orders that the Crown Employees (Department of Environment and Climate Change - Parks and Wildlife Group) Field Officer Payments Award 2007 published 12 October 2007 (363 I.G. 1440) as varied, be rescinded on and from 11 November 2008.

E. A. R. BISHOP, Commissioner

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**CROWN EMPLOYEES (RESOURCE NSW) AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1540 of 2008)

Before Commissioner Murphy

5 November 2008

**ORDER OF RESCISSION**

The Industrial Relations Commission of New South Wales orders that the Crown Employees (Resource NSW) Award 2005 published 21 October 2005 (354 I.G. 529) as varied, be rescinded on and from 5 November 2008.

J. P. MURPHY, Commissioner

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(1579)

**SERIAL C6895**

## **CROWN EMPLOYEES (ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES - TRAFFIC SIGNALS STAFF) AWARD 2008**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Electrical Trades Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1211 of 2008)

Before The Honourable Justice Walton, Vice-President

3 December 2008

### **AWARD**

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Purpose of this Award
4.	Terms of Employment
	4.1 General terms
	4.2 Part-time employment
	4.3 Working hours
	4.4 Shiftwork
	4.4.1 General
	4.4.2 Short term shiftwork
	4.5 Promotion criteria
5.	Payments
	5.1 Salaries
	5.2 Minimum and maximum payments
	5.3 Incremental progression
	5.4 Overtime
	5.4.1 General
	5.4.2 Call-outs
	5.4.3 Rest breaks between shifts after overtime
	5.5 Higher duties relief
	5.6 Salary and grade appeals
	5.7 Allowances and expenses
	5.7.1 Meals on Journeys that do not require Overnight Accommodation
	5.7.2 Meals on overtime
	5.7.3 Private motor vehicle allowances
	5.7.4 Residential course allowances
	5.7.5 Lodging and travelling allowances
	5.7.6 Fares to temporary work location
	5.7.7 Location expenses
	5.8 Provision of tools
	5.9 Compensatory travel leave and payments
6.	Leave
	6.1 Public holidays
	6.1.1 Local public holidays
	6.1.2 Public service holiday
	6.2 Recreation leave
	6.3 Long Service Leave
	6.3.1 General

- 6.3.2 Effect of approved Leave Without Pay (LWOP) on Long Service Leave Entitlements
- 6.3.3 Taking of long service leave
- 6.3.4 Sick leave while on long service leave
- 6.3.5 Public Holidays while on long service leave
- 6.3.6 Payment or transfer of long service leave on termination
- 6.4 Sick leave
  - 6.4.1 General
  - 6.4.2 Additional special sick leave
- 6.5 Maternity leave
- 6.6 Adoption leave
- 6.7 Parental leave
- 6.7A Communication during maternity, Adoption and Parental Leave
- 6.7B Rights of request during Maternity, Adoption or Parental Leave
- 6.8 Study leave
  - 6.8.1 Examination and pre-examination leave
- 6.9 Military leave
- 6.10 Special leave
- 6.11 Leave without pay
- 6.12 Family and community service leave
- 7. Other Conditions
  - 7.1 Deduction of Union Membership Fees
  - 7.2 Grievance resolution and dispute settlement
    - 7.2.1 Grievance resolution
    - 7.2.2 Dispute settlement
    - 7.2.3 Disputes relating to OH&S
  - 7.3 Anti-Discrimination
  - 7.4 No Extra Claims
  - 7.5 Area Incidence and Duration

## PART B

### MONETARY RATES

Table 1- Salary Increases

Table 2 - Allowances and Expenses

### Appendix A - Workplace reform

- A1 Parties to the award
- A2 Enterprise bargaining infrastructure
  - A2.1 RTA's Single Bargaining Unit (SBU)
  - A2.2 Project teams
  - A2.3 Staff task groups
  - A2.4 Regional consultative groups
  - A2.5 General principles
- A3 Commercialisation
- A4 Process improvement
- A5 Competency based training
- A6 Performance planning and feedback
- A7 Conditions of employment
- A8 Work environment
- A9 Contractors' protocol

- A10 Agreed procedures for market testing and contracting out
- A11 Spread of hours
- A12 Consultation
- A13 Communication
- A14 Austel licence

#### Appendix B - Implementation

- B1 Rescinding of previous awards
- B2 Duration of the award and operative dates for future salary increases
- B3 Negotiating the next award

#### Appendix C - Grievance resolution

- C1 Policy
- C2 Definitions and Key Terms
- C3 Background
- C4 Responsibilities
- C5 Evaluation
- C6 Breaches
- C7 Additional Information
- C8 Grievance Resolution Procedures

#### Appendix D - Market Testing and Contracting Out

##### Principles

##### Selection of an Area of Work to Market Test

##### Conduct of Market Testing Projects

##### Management of an Area of Work After Market Testing

##### Definitions

##### Consultative Process

#### Appendix E - Glossary of Terms

##### Traffic Signals Group

##### Electronic Equipment Group

## **PART A**

### **1. Title**

This Award will be known as the Crown Employees (Roads and Traffic Authority of New South Wales - Traffic Signals Staff) Award 2008. The terms of this Award will apply to Traffic Signals Staff employed by the Roads and Traffic Authority.

### **2. Definitions**

- (a) "RTA" shall mean the Roads and Traffic Authority Division of the Government Service of New South Wales, established under Chapter 1A of the *Public Sector Employment and Management Act 2002* (NSW).

- (b) "Staff" shall mean the Traffic Signals classifications set out in Part B, Monetary Rates, employed by the Roads and Traffic Authority Division of the Government Service of New South Wales, established under Chapter 1A of the *Public Sector Employment and Management Act 2002* (NSW).
- (c) "ETU" shall mean the Electrical Trades Union of Australia, New South Wales Branch.

### 3. Purpose of This Award

- (a) The main purpose of this Award is to ensure that the following parties:

RTA management;

Staff; and

the ETU

are committed to continually improving all areas of the RTA to achieve lasting customer satisfaction and increased productivity.

- (b) The RTA is totally committed to improving the way in which it performs its operations to ensure it meets customers' needs.
- (c) This award is made on the understanding that the salaries and conditions existing for employees at the date on which this award takes effect shall not be reduced merely as a consequence of the coming into operation of this award.

### 4. Terms of Employment

#### 4.1 General terms

- (a) Employment is by the fortnight for full-time and part-time staff
- (b) The RTA will pay all staff fortnightly by electronic funds transfer into a bank or other approved financial institution.
- (c) The RTA and the ETU recognise that all Staff will perform work as specified by the RTA. The RTA will regard any unreasonable failure to perform this work requirement as a refusal to perform duties. The RTA's disciplinary policy will be followed in such cases.
- (d) Staff must carry out duties that:
  - they have the skills, competence, training and qualifications to undertake
  - are within the classification structure of this Award
  - do not promote de-skilling.
- (e) The RTA will not require a staff member to work in an unsafe or unhealthy environment or in breach of any statutory or regulatory requirement.
- (f) Employment of full-time and part-time staff can be terminated by the RTA with the following periods of notice dependent upon the years of "continuous service":
  - up to three year's service 2 weeks notice
  - more than three years but less than five year's service at least 3 weeks notice



more than 5 years service at least 4 weeks notice with a loading of one week on the applicable period where the staff member is over 45 years and has at least 2 years completed years of continuous service with the RTA as at the date of termination.

#### 4.2 Part-time employment

- (a) Staff may be employed on a part time basis subject to the needs of the RTA and in accordance with its policies and procedures for permanent and part-time staff.
- (b) Staff may apply to work part-time and the decision to do so is voluntary. No person can be directed or placed under any duress to move from full-time to part-time work, or vice versa.
- (c) Part-time staff will be employed as required.
- (d) If it is essential that part-time staff work extra hours, the extra hours will be paid at the following rates:

ordinary rates of pay plus a loading of 4/48ths in lieu of recreation leave for work performed up to the normal daily working hours of full-time staff performing similar duties

appropriate overtime rates for work performed in excess of the normal working hours of full-time staff performing similar duties.

- (e) Individual working arrangements will be:
  - agreed between the RTA and the staff member concerned
  - set out in a written agreement signed by both parties and approved by the appropriate Branch Manager
  - able to be varied at any time by negotiation between the parties.
- (f) The salaries and conditions of employment for part-time staff will be based on a pro-rata application of salaries and conditions of employment contained in this Award for full-time staff performing similar duties.
- (g) The RTA will notify the ETU prior to the employment of part time staff.

#### 4.3 Working hours

- (a) A normal working week for workers other than continuous shift workers will consist of 38 hours worked as follows:
  - a 20 day, 4 week cycle
  - Monday to Friday inclusive
  - 19 working days of 8 hours each
  - working hours each day between 6.00am and 5.30pm.
- (b) The commencing times operating at the various RTA offices at the time of implementing this clause shall not be changed without consultation with staff.
- (c) For each day worked 0.4 hours per day accrues as an entitlement to take the fourth Monday in each work cycle as a Paid Accrued Day Off ("ADO").

- (d) Staff who attend RTA conferences, attend training organised by the RTA or who sit for an examination on their ADO will have another day off in lieu.
- (e) Where the ADO falls on a public holiday, the next working day will be taken as the ADO.
- (f) By agreement with the RTA an alternate day in the four week cycle may be taken as the ADO. The conditions of this Award will apply to the alternate nominated ADO.
- (g) Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks is regarded as a day worked for accrual purposes.
- (h) Staff who are ill or incapacitated on their ADO are not entitled to paid sick leave on that day, nor is the staff member's sick leave entitlement reduced.
- (i) Staff who have either:
  - not worked a complete four-week cycle, or
  - are regarded as not having worked a complete four-week cycle according to (a) above receive pro rata entitlements on the ADO for each day (or fraction of day) worked, or regarded as having been worked. On termination of employment staff receive pro rata accrued entitlements on the ADO.
- (j) Staff may be required to work on their ADO for the following reasons:
  - to allow other staff to be employed productively to carry out maintenance outside of ordinary working hours
  - because of unforeseen delays to a particular project (or part)
  - emergency or other unforeseen circumstances on a project.
- (k) Staff may be required to work on a programmed ADO. If staff work on a programmed ADO they are:
  - given at least five (5) working days notice of the change
  - not paid penalty payments
  - permitted to take an alternate day off in the work cycle
- (l) Staff required to work on their ADO without the notice period outlined in 4.3 (k) and who are not provided with an alternate day off will be paid at Saturday overtime rates.
- (m) Staff on continuous shift work accrue 0.4 hours for each eight hour shift work to allow one complete shift to be taken off for every 20 shift cycle.
- (n) The conditions in (b) to (k) above also apply to continuous shift workers.
- (o) Staff on shift work shall have their 20 minute crib break, at the workplace rather than return to their headquarters for this purpose.

#### 4.4 Shiftwork

##### 4.4.1 General

- (a) For the purpose of this clause:
  - "Afternoon shift" means a shift on which ordinary time

- finishes after 6.00pm and
- at or before midnight

"Night shift" means a shift on which ordinary time

- finishes after midnight and at or before 8.00am
- commences at or before 4.00am.

- (b) Staff engaged on shift work will be allowed a minimum of 10 hours between shifts except:

at change of shifts when a minimum of 8 hours will be allowed, or

in cases of unavoidable necessity.

- (c) If the RTA instructs staff to resume or continue work without having 10 consecutive hours off duty, they will be:

paid double time until they are released from duty

entitled to be absent, without loss of pay for ordinary working time, until they have completed 10 consecutive hours off duty.

- (d) The conditions in (c) above also apply to shift workers except that 8 hours will be substituted for 10 hours when overtime is worked:

for the purpose of changing shift rosters

where shift workers do not report for duty and day workers or shift workers are required to replace them

where a shift is worked by arrangement between staff themselves.

- (e) In addition to salaries to which they are entitled under this Award, staff on afternoon and/or night shift are paid an additional 15 percent for each ordinary afternoon or night shift performed on week days.

- (f) All time worked:

between 11.00pm and 12.00 midnight Friday

between 12.00 midnight Sunday and 7.00am Monday

is paid a shift loading of 15 percent of the ordinary rate of pay.

- (g) Sunday time

"Sunday time" is:

time worked between 12.00 midnight on Saturday and 12.00 midnight Sunday

paid at double time rate.

- (h) Saturday time

Saturday time is:

time worked between 12.00 midnight on Friday and 12.00 midnight on Saturday

paid at the rate of time and a half (the time which forms part of the ordinary hours of the week continues to be taken into consideration for the calculation of overtime).

- (i) Staff employed under this clause and working a six or seven-day week three-shift roster are credited with an additional five days recreation leave per annum. This leave accrues at the rate of 5/12 of a day for each complete month that an officer so works.

#### 4.4.2 Short term shiftwork

Where shiftwork for construction or maintenance works is of up to 2 weeks duration the following will apply:

- (a) Staff required to work shift work will be given at least 48 hours notice. If shift hours are changed, staff will be notified by the finishing time of their previous shift.
- (b) Shift work will be worked between:

Sunday to Thursday inclusive, or

Monday to Friday inclusive.

- (c) Working hours and payment for shifts are:

Single shifts: no longer than 8 hours, and  
paid at time and a half.

Single shifts are worked after 6:00 pm and finish before 6:00 am.

For shifts worked between Sunday and Thursday, Sunday shifts are normal shifts that start before midnight Sunday.

For shifts worked between Monday and Friday, Friday shifts are normal shifts that start before and end after midnight Friday

Two shifts: worked between 6.00 am and midnight or as agreed with  
the RTA, and  
paid at time and a quarter

Three shifts: with the third (night) shift being seven hours and 17  
minutes  
paid at time and a quarter.

- (d) Staff who are employed during normal working hours are not allowed to work afternoon or night shifts except at overtime rates.
- (e) Work in excess of shift hours, Sunday to Thursday or Monday to Friday (other than public holidays) will be paid double time.
- (f) Time worked on a Saturday, Sunday or public holidays will be paid at overtime rates, provided that:

Friday shifts referred to in clause 4.4.2 (d) will be paid at ordinary shift rates

Sunday shifts referred to in clause 4.4.2 (d) will be paid at ordinary shift rates after midnight Sunday.

- (g) If staff work a shift of less than five continuous days and:
  - it is not due to the actions of staff they will be paid overtime rates
  - it is due to the actions of the staff they will be paid normal shift rates.
- (h) If a shift exceeds four hours, staff will be allowed and paid 30 minutes crib time on each shift.
- (i) 0.4 of one hour for each shift worked will be accrued, entitling staff to one shift off without pay, in every 20 shift cycle, known as the Accrued Day Off (ADO). Wages for the accrued time will be paid in the wages period during which it has been worked.
- (j) Each shift of paid leave taken and any public holidays occurring during a four week cycle will be counted as a shift worked for accrual purposes.
- (k) Staff who do not work a complete four week cycle will receive pro-rata accrued entitlements for each shift (or part of a shift) worked.
- (l) Local management and staff will agree on the:
  - arrangements for ADOs during the 20 shift cycle
  - accumulation of ADOs (maximum of five).
- (m) Once ADOs have been rostered they must be taken unless the RTA requires a staff member to work in emergencies.

#### 4.5 Promotion criteria

All promotion from one grade to another will be on the basis of merit and be subject to the existence of a vacancy.

Selection shall be in accordance with the RTA Selection Policy in force from time to time.

### 5. Payments

#### 5.1 Salaries

- (a) For a detailed list of the salaries of staff, refer to Part B, Monetary rates.
- (b) For the purposes of this Award:
  - the weekly rate will be calculated by dividing the annual salary by 52.17857
  - the hourly rate will be calculated by dividing the weekly rate by 38.
  - the salary rates listed in Part B are inclusive of a 1.35% annual leave loading.

#### 5.2 Minimum and maximum payments

Staff who attend for duty and:

who are not required shall receive five hours pay unless 12 hours notice was given personally that they were not required

who commence work shall receive 7 hours pay.

### 5.3 Incremental progression

- (a) Staff will be entitled to incremental progression within a grade after 12 months satisfactory service and conduct on each step-in grade.
- (b) The RTA may withhold an increment or reduce a staff member's salary on the basis of the staff member's:
  - inefficiency
  - misconduct in an official capacity.
- (c) The RTA will provide staff with written reasons for withholding an increment or reducing their salary within 30 days of the increment being due, or of the reduction taking effect.
- (d) Periods of leave without pay where the total period of absence in any one year is greater than 5 days will not count as service when determining increments.

### 5.4 Overtime

#### 5.4.1 General

- (a) Overtime will be paid only for work performed in excess of the normal working hours per day which is specifically directed by an authorised officer.
- (b) Overtime is used to allow essential work to be carried out which, due to its character or special circumstances, cannot be performed during normal working hours. It is not an optional work pattern.
- (c) Overtime will be kept to a minimum and other work arrangements such as shift work should be considered before overtime is undertaken.
- (d) If staff work flexible working hours, overtime will only be paid for approved overtime worked outside the bandwidth.
- (e) Overtime will be paid at the following rates:
  - first two hours
    - time and a half
  - after the first two hours
    - double time
  - all work on Saturday
    - time and a half for the first two hours and
    - double time after the first two hours
  - all work on Sunday
    - double time
  - all work on a public holiday
    - double time and a half

- (f) Staff who are required to attend work on a Saturday, Sunday public holiday, picnic day or ADO will be paid for at least four hours work at the appropriate overtime rate.
- (g) Overtime is not payable for:
- any period of work that is less than a quarter of an hour
  - time taken as a meal break (except as provided for in 5.4.1 j.)
  - time spent travelling outside normal hours.
- (h) If staff work overtime on a Saturday, Sunday or public holiday, they may apply for leave in lieu of payment for all or part of their entitlement calculated at the appropriate overtime rate. This is provided that:
- the application for leave in lieu of payment is made within two working days of their work on a Saturday, Sunday or public holiday
  - leave in lieu is taken at the convenience of the RTA
  - leave in lieu is taken in multiples of a quarter of a day
  - the maximum period of the leave in lieu for a single period of overtime is one day
  - leave in lieu is taken within one month of approval to take leave in lieu, except for work performed on a public holiday which may, at the election of staff, be added to annual leave credits
- Staff are paid for the balance of any entitlement not taken as leave in lieu.
- (i) Overtime will not be paid for attending activities which principally benefit the staff member concerned and only indirectly benefit the RTA. Such activities may include:
- conferences of professional bodies
  - lectures conducted by educational institutions
  - self-nominated training activities.
- (j) Staff required to work two hours or more overtime after their normal ceasing time are entitled to:
- 30 minutes for a meal or crib break without loss of pay, after the first 2 hours, and
  - a similar time allowance for each additional 4 hours of overtime worked.
- To qualify for the above allowance staff must continue to work after their allowed break.
- Staff required to work past 12 noon on Saturday are entitled to a 30 minute meal break, without loss of pay between 12 noon and 1 pm.
- (k) Staff working overtime and supervising other staff will be paid the same penalties as those under their control.
- (l) The RTA may require staff to work reasonable overtime at overtime rates. An officer may refuse to work overtime in circumstances where the working of overtime would result in staff working hours which are unreasonable. For the purposes of this paragraph what is unreasonable or otherwise will be determined having regard to:

any risk to the staff member's health and safety;

the staff member's personal circumstances including any family and carer responsibilities

the needs of the workplace or enterprise;

the notice (if any) given by the Authority regarding the working of overtime, and by the officer of their intention to refuse the working of overtime; or

any other relevant matter.

#### 5.4.2 Call-outs

(a) Staff recalled to work overtime:

having ceased normal duty (whether notified before or after leaving the premises)

are paid for a minimum of four hours work at the appropriate rate for each time they are recalled

will not be required, except in unforeseen circumstances, to work the full four hours if the job is completed within a shorter period.

within four hours of the normal commencing time and return home prior to the commencement of normal duties will be entitled to the minimum payment of four hours overtime.

This sub-clause does not apply where:

it is customary for staff to return to the workplace to perform a specific job outside ordinary working hours

the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

(b) Overtime worked on a call-out where the actual time worked is less than three hours on such recall or on each of such recalls shall not be regarded as overtime for the purposes of 10 consecutive hours off duty as outlined in 5.4.3 below.

(c)

(i) Despite 5.4.2(b), where a staff member:

is called out on two or more occasions, and

each recall is less than three hours duration, and

the timing of the callouts means that the staff member does not have a sufficient amount of sleep meaning that he or she will not be in a fit state to attend work.

The staff member should discuss with their supervisor to delay their commencement of duty to ensure that the staff member has sufficient rest.

(ii) The staff member should be given sufficient additional rest time except in cases of emergency where the staff member is required for duty.

(iii) When additional rest time is granted to a staff member, they will be paid at ordinary rates for the period that they are absent from work.



- (iv) Should the RTA not be able to grant the staff member additional rest time in accordance with 5.4.2(c)(i) and the staff member is required to attend for duty, no additional penalty payment will be made. Penalty payments will only be made where sub clause 5.4.3 comes into operation.

#### 5.4.3 Rest break between shifts after overtime

- (a) Staff required to work after finishing a shift without a break of 10 consecutive hours before their next starting time are entitled to be absent from duty for 10 consecutive hours without deduction of pay.
- (b) Staff required to commence duty before the expiration of the 10 hour break will be paid double time for the time worked.
- (c) The provisions of (a) and (b) above also apply to shift workers who rotate from one shift to another by substituting "10 hours" with "8 hours":

for the purpose of changing shift rosters

where a shift worker does not report for duty

where the shift worked by arrangement between staff.

#### 5.5 Higher duties relief

- (a) When the RTA has directed a staff member to relieve in a higher graded position and the staff member performs the normal duties of the position, the staff member will be paid an allowance to the first year salary rate of the position for the full period of relief
- (b) If a staff member performs the duties of a higher graded position for 260 days either continuously or not they shall:
  - be paid the next higher rate of pay for the position
  - be paid the next higher rate of pay for the position on the completion of a further 260 days relief either continuously or non continuously.
- (c) Periods of relief of less than 5 working days shall not be counted in the above.
- (d) All time acting in a higher grade position, except when less than 5 continuous working days, shall be recognised for determining the appropriate salary when promoted to that grade.
- (e) If a staff member acts in a position more than one grade above their position the period of relief will only be recognised in determining the appropriate salary when promoted to the grade immediately above them.
- (f) Public Holidays falling within the period of relief shall be paid at the higher rate provided the staff member works in the higher grade on the day before and after the Public Holiday.

#### 5.6 Salary and grade appeals

- (a) Staff may apply to the RTA, through their Branch/Section Manager, for an:
  - increase in salary in excess of the rate of salary provided in this Award
  - alteration in the grade to which the staff member is appointed.

- (b) Staff may appeal to the RTA if they:
- are dissatisfied with a decision of the RTA
    - in respect of the staff member's salary or grade
    - in respect of any other matter under the *Government and Related Employees Appeal Tribunal Act 1989*, as amended (Part 3, Division 1, Promotion Appeals, or Part 3, Division 2, Disciplinary Appeals)
- do not exercise their rights before the Government and Related Employees Appeal Tribunal, by forwarding a Notice of Appeal to the RTA within 30 days of being advised of the decision to be appealed. The Notice will set out the grounds for appeal.
- (c) The RTA will hear the appeal and allow the staff member to either:
- attend the appeal and present the case, or
  - arrange for their representative to present the case.

## 5.7 Allowances and expenses

### 5.7.1 Meals on Journeys that do not require Overnight Accommodation

- (a) Staff who travel on official business and who do not need to stay temporarily at a place other than their home, will be paid an allowance as set out in Table 2 "Allowances and expenses" of Part B "Monetary Rates" of this Award.
- breakfast
    - when the RTA requires them to start travelling at or before 7.00am. and return after 9.00 am.
  - an evening meal
    - when the RTA requires them to travel before 6.30pm and return is after 6.30 pm.
  - lunch
    - when, due to the journey, travel commences before 1 pm and return is after 2 pm
- (b) The allowances will not be paid to staff unless:
- travel is outside their headquarters in the Sydney, Newcastle, Wollongong Transport Districts.
  - other staff travel at least 25 km from their headquarters.
- (c) A meal allowance as set out in Table 2 "Allowances and expenses" of Part B "Monetary Rates" of this Award will be paid when:
- on the first day a staff member transfers from one work location to another more than 25 km from their headquarters in the same Transport District Headquarters
  - a staff member attends an evening meeting at a location in the same Transport District 25 km from their headquarters.

- (d) The hours referred to above shall read one hour earlier in respect of staff working at offices or depots which start work at 6.00am.

#### 5.7.2 Meals on overtime

A meal allowance as set out in Table 2 "Allowances and expenses" of Part B "Monetary Rates" of this Award will be paid when working overtime:

for longer than one and half hours

for working each additional four hours

When recalled to work a meal allowance will be paid:

after working four hours

after each additional four hours worked.

When recalled to work overtime a crib time of 20 minutes without loss of pay will be allowed for each four hours worked if work continues after the break.

#### 5.7.3 Private motor vehicle allowances

- (a) If staff do not wish to use their private motor vehicles for RTA business, under no circumstances can they be required to do so.

- (b) Staff may use their private motor vehicle on official RTA business only if:

there is no RTA vehicle, or public or other transport available and

the use of the private motor vehicle is essential for the economic performance of the staff member's duties

the use is authorised in advance.

- (c) Staff will be paid the:

RTA business rate

for use of a private vehicle on RTA business

Specified journey rate

for use of private vehicle for transport to a temporary work location

for the approved use of a private vehicle on RTA business when a RTA vehicle or public transport is available, but the staff member chooses and prior approval is given to use the private vehicle.

- (d) The rates of motor vehicle allowances will be published separately by the RTA.

- (e) If staff are entitled to the cost of rail travel, but choose to use their private motor vehicle, they will be reimbursed the equivalent cost of the rail fares (including sleepers where appropriate).

#### 5.7.4 Residential course allowances

Staff who attend residential courses are entitled to allowances.

## 5.7.5 Lodging and travelling allowances

- (a) If the RTA requires staff to journey away from their headquarters and stay overnight at a place other than home, the RTA may:
- elect to arrange and pay for the accommodation direct to the accommodation provider and;
- Reimburse the staff member the appropriate meal and incidental allowance as set out in Table 2 "Allowances and expenses" of Part B "Monetary Rates" of this Award, or
- elect to pay actual and reasonable expenses, or
- elect to pay full expenses subject to the staff member obtaining prior approval to arrange and pay for the overnight accommodation
- (b) The standard of accommodation for staff is expected to be at a level of 3 star as rated by the NRMA or other recognised accommodation assessors where such standard of accommodation is available.
- (c) In all circumstances staff must be given prior approval to travel.

## 5.7.6 Fares to temporary work location

Staff who take up duty temporarily at a location different than their regular place of work will receive the amount of any additional fares reasonably incurred in travelling to and from the temporary location.

## 5.7.7 Location expenses

- (a) Staff shall not have their headquarters changed when it is known they will be relocated for less than six months unless they are surplus and have to be absorbed.
- (b) Staff who are relocated to new headquarters are entitled to reimbursement for necessary costs actually incurred in relocating themselves, their dependants and their household to the new headquarters. Unless approved by an RTA Director, this does not apply to staff who relocate:
- at their own request within two years of starting duty at their previous headquarters
- to a new headquarters within 34 km of their previous headquarters
- due to official misconduct
- at their own request because of ill health or other hardship.
- (c) The reimbursement of actual and necessary relocation costs will include:
- travel and temporary accommodation on relocation
- temporary accommodation at the new headquarters
- removal or storage of furniture and effects
- conveyancing costs for the sale of the residence at the former location where a new residence or land for a residence is purchased at the new location
- rental subsidy for increased rental costs at the new location

education costs for dependent children

relocation costs on a staff member's retirement

relocation costs for a staff member's spouse and/or dependant on the death of a staff member (to the point of recruitment or equivalent).

#### 5.8 Provision of tools

The salary rates of Traffic Signals staff in Part B takes into account that the tools listed below are provided and adequately maintained by such staff:

Centre punch	Diagonal cutting nippers (insulated, 150mm)
Measuring tape (3m)	Allen keys, metric
Hacksaw	Insulated screwdriver (Phillips No 2, 100mm)
Ball pien hammer (250g)	Screwdriver (Phillips No 0, 75mm)
Multigrips or vise-grip	Insulated screwdriver (Square, 250x10mm)
Knife (Stanley)	Screwdriver (Square, 200 x 8mm)
Universal adjustable wire stripper	Screwdriver (Square, 130 x 6mm)
Combination pliers (insulated)	Screwdriver (Square, 100 x 3mm)
Long-nose pliers (insulated, 150mm)	Shifting spanner (100mm)
	Shifting spanner (200mm)

#### 5.9 Compensatory travel leave and payments

(a) Staff are entitled to claim ordinary time payment or compensatory leave (if the RTA approves) when the RTA directs them to travel in connection with official business:

- to and/or from somewhere other than their normal headquarters
- outside normal working hours.

(b) Staff travelling on a day where they are not required to work may claim for time spent in travelling after 7.30am.

(c) Staff travelling on a day where they are required to work may claim for time spent travelling before the normal start time or after the normal finishing time, provided that:

the normal time for the trip from home to headquarters and return is deducted from travelling time

periods of less than ¼ hour on any day are disregarded

travelling time does not include any travel between 11.00pm on one day and 7.30am on the following day when staff have travelled overnight and accommodation has been provided

travelling time is calculated on the basis of reasonable use of the most practical and economical means of transport

travelling time does not include travelling for a permanent transfer which:

has increased salary

is for disciplinary reasons

is made at the staff member's request.

travelling time does not include travel by ship on which meals and accommodation are provided.

- (d) Staff are entitled to claim waiting time as follows:

Where no overnight stay is involved:

1 hour shall be deducted from the time of arrival and the commencement of work.

1 hour shall be deducted from the time of ceasing work and the time of departure for home, headquarters or another work centre.

Where overnight accommodation is provided:

Any time from the completion of arrival until the time of departure shall not count as travelling time unless

work is performed on the day of departure

waiting time less one hour shall be allowed.

Where no work is done on the day of departure waiting time less one hour after normal starting time until time of departure shall be allowed.

## 6. Leave

### 6.1 Public holidays

- (a) This section covers the following gazetted public holidays:

New Year's Day

Australia Day

Good Friday

Easter Saturday

Easter Monday

Anzac Day

Queen's Birthday

Labour Day

Christmas Day

Boxing Day

Proclaimed state public holidays

Proclaimed local public holidays do not qualify.

- (b) If the holiday falls on a weekend, no additional payment will be made unless the RTA requires staff to work on that day. For further details, refer to Section 4.4, Shiftwork and Section 5.4, Overtime.

#### 6.1.1 Local public holidays

- (a) Staff in country areas may observe up to two local public holidays (or four half days) each year. This applies regardless of whether the local public holidays are:

proclaimed (gazetted)

locally agreed.

- (b) Recreation leave, study leave and flexible leave may be taken in conjunction with local public holidays.

#### 6.1.2 Public service holiday

- (a) Staff observe the Union Picnic Day instead of the Public Service Holiday.
- (b) Staff are entitled to a day's leave with pay on the first Monday in December to attend an annual union picnic. If they are required to work on that day they will be granted a leave day in lieu.

### 6.2 Recreation leave

- (a) Recreation leave accrues at 1 2/3 days for each completed month of service, up to a maximum of 20 working days per year.
- (b) Leave is granted at the discretion of the RTA.
- (c) The minimum period of leave that may be claimed is one hour. Any leave claimed in excess of one hour is to be claimed to the nearest one minute.
- (d) Staff employed on seven day continuous shift basis will accrue recreation leave of 2 1/12 days for each completed month to a maximum of 25 days.
- (e) Subject to paragraph (ga) of subclause 6.12 - Family and Community Service Leave, staff shall wherever practicable, take their annual leave within six months of it becoming due.
- (f) Subject to paragraph (ga) of subclause 6.12 - Family and Community Service Leave, the RTA may direct staff to take leave for which they are eligible, provided that:

the RTA gives the staff member at least four weeks' notice of the starting date of the leave.

as far as practicable, the RTA takes the staff member's wishes into account when fixing the time for the leave.

### 6.3 Long Service Leave

#### 6.3.1 General

- (a) The entitlement to long service leave is set by the *Transport Administration Act 1988* (NSW).
- (b) Staff who have completed 10 years service recognised by the RTA, are entitled to long service leave of:
- 44 working days at full pay, or
- 88 working days at half pay, or
- 22 working days at double pay.
- (c) For each additional calendar year of service completed in excess of 10 years, staff accrue 11 working days long service leave

- (d) From 1 January 2005, staff who have completed at least 7 years continuous service with the RTA, or as recognised in accordance with paragraphs g) and h) below, are entitled to access the long service leave accrual indicated in b) above on a pro rata basis of 4.4 working days per completed year of service.
- (e) Staff who are employed part-time are entitled to long service leave on the same basis as that applying to full-time staff but payment for the leave is calculated on a pro rata basis.
- (f) Staff who are employed as shift workers are debited the number of working days that fall during the period of leave, which may include a Saturday or Sunday that forms a part of the ordinary roster.
- (g) All previous full-time and part-time service with the RTA, the former Department of Main Roads, Department of Motor Transport or the Traffic Authority are to be taken into account as service when determining the appropriate rate of accrual of long service leave for staff employed on a full-time or part-time basis with the RTA.
- (h) Permanent service with other NSW government bodies will also be recognised by the RTA in accordance with Schedule 3A of the *Public Sector Employment and Management Act, 2002*.
- (i) Nothing in paragraphs g) or h) above entitles staff to payment for previous service recognised, where the accrual for that service has previously been taken as long service leave or paid out on termination.

#### 6.3.2 Effect of approved Leave Without Pay (LWOP) on Long Service Leave Entitlements.

- (a) To determine if staff have completed the required 10 years of service:
  - any period of approved leave taken without pay before 13 December 1963 counts as service to determine whether or not staff have completed 10 years of service.
  - any period of approved leave taken without pay after 13 December 1963 does not count towards the 10 years of service.
- (b) Where staff have completed 10 years continuous service with the RTA, or as recognised in accordance with paragraphs 6.3.1 g) and h) above, approved LWOP for the reasons listed below counts as service for long service leave accrual:
  - military service (e.g. Army, Navy or Air Force);
  - major interruptions to public transport;
  - periods of leave accepted as workers compensation.
- (c) For staff who have completed 10 years continuous service, or as recognised in accordance with paragraphs 6.3.1 g) and h) above, any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.

#### 6.3.3 Taking of long service leave

- (a) Subject to RTA approval, staff may take long service leave:
  - at a time convenient to the RTA;
  - for a minimum period of one hour;
  - at full pay, half pay or double pay.



- (b) If staff take leave at double pay:

the long service leave balance is debited the actual number of working days/hours of leave at full pay, plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;

the additional payment is made to staff as a taxed, non-superable allowance;

all leave entitlements will accrue based on the actual number of working days/hours absent from work on long service leave.

- (c) If staff take leave at half pay:

the long service leave balance will be debited at the rate of half the days/hours taken as long service leave;

recreation leave entitlements will accrue at half the ordinary rate for the days/hours absent from work;

all other entitlements will accrue based on the actual number of working days/hours absent from work on long service leave.

- (d) For staff whose ordinary hours of work are constant, payment is made at the current rate of pay.

- (e) For part-time staff whose ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over:

the past 12 months, or

the past 5 years

whichever is the greater.

- (f) Payment includes all allowances in the nature of salary but does not include any amounts normally paid for shift work, overtime or penalty rates.

- (g) Payments will be increased to reflect any increment action that staff become eligible for while absent on long service leave.

- (h) Staff who take long service leave whilst in service, may choose to be paid fortnightly or in one lump sum in advance of taking leave.

#### 6.3.4 Sick leave while on long service leave.

- (a) Staff are only entitled to claim sick leave that occurs during an absence on long service leave when sick for five or more consecutive working days.

- (b) To claim sick leave, staff must provide a medical certificate for the period claimed as soon as possible.

- (c) If sick leave is approved, the long service leave balance is re-credited with:

the equivalent period of sick leave if taking leave on a full or half pay basis; or

the equivalent period of sick leave and the extra amount of long service leave entitlement accessed to make up the double pay allowance if taking leave on a double pay basis.

- (d) If long service leave is taken at double pay, the RTA will recoup any allowance already paid for the period being claimed as sick leave.
- (e) The above apply if staff take long service leave prior to retirement but not long service leave prior to resignation or termination of services.

#### 6.3.5 Public Holidays while on long service leave.

- (a) Public holidays that fall while staff are absent on long service leave are not recognised as long service leave and are not deducted from the long service leave balance.
- (b) Payment for a public holiday is calculated on the ordinary hours of work and paid at single time even if staff have chosen to take long service leave at half-pay or double pay.

#### 6.3.6 Payment or transfer of long service leave on termination

- (a) Staff who are entitled to long service leave on termination of employment, including retirement, are paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
- (b) For staff employed on a full-time basis, payment is calculated at the substantive rate of pay on the last day of service.
- (c) Staff who have at least five years' service as an adult but less than seven years' service, are paid pro-rata long service leave if employment is terminated:
  - by the RTA for any reason other than serious and intentional misconduct; or
  - by staff request in writing on account of illness, incapacity or domestic or other pressing necessity
- (d) In the event c) applying, any period of leave without pay taken does not count as service.
- (e) Staff who resign to join another Government Department, and 'transfer' as defined by the *Transferred Officers Extended Leave Act 1961 (NSW)* are entitled to have their long service leave accrual accepted by their new employer.

### 6.4 Sick leave

#### 6.4.1 General

- (a) Staff are eligible for sick leave where it is established that leave is necessary due to ill health.
- (b) Staff are eligible for 15 days' sick leave, fully cumulative in each calendar year.
- (c) If staff are unable to attend work due to illness or injury, they must advise their manager as soon as reasonably practicable, and preferably before starting time:
  - that they are unable to attend work,
  - the nature of their illness or incapacity; and
  - the estimated period of absence from work.
- (d) The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application

for sick leave dealt with confidentially by an alternate manager or the human resources section.

- (e) Staff absent from duty for more than 2 consecutive working days because of illness must provide a medical certificate to the RTA in respect of the absence.
- (f) Staff who take sick leave in excess of 5 uncertified working days in a calendar year will be required to produce medical certificates for any further sick leave absences for the remainder of that calendar year.
- (g) As a general practice backdated medical certificates will not be accepted. However, if a staff member provides evidence of illness that only covers the latter part of the absence, they may be granted sick leave for the whole period if the RTA is satisfied that the reason for the absence is genuine.
- (h) If the RTA is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to a medical practitioner or HealthQuest for advice.

The type of leave granted to the staff member will be determined by the RTA based on the medical advice received.

If sick leave is not granted, the RTA will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.

- (i) The RTA may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.
- (j) Nothing in clause 6.4.1 removes the right of the RTA to request medical certificates for single day absences where required or from referring the staff member to HealthQuest for other reasons as prescribed in the RTA's sick leave policy.

#### 6.4.2 Additional special sick leave

- (a) Staff are eligible for additional special sick leave if they:
  - have at least ten years' service recognised by the RTA
  - have been or will be absent for more than three months, and
  - have exhausted or will exhaust available paid sick leave.
- (b) Staff who are eligible for additional special sick leave may be granted:
  - one calendar month additional special sick leave for each ten years of service; and
  - an additional ten calendar days less all additional special sick leave previously granted.
- (c) If any special sick leave is taken during service, the entitlement to special sick leave will be reduced by the amount of special sick leave already taken.

#### 6.5 Maternity leave

- (a) Female staff are entitled to maternity leave to enable them to retain their position and return to work within a reasonable time after the birth of their child.
- (b) Unpaid maternity leave may be granted on the following basis:

up to nine weeks before the expected date of birth

up to 12 months after the actual date of birth

- (c) Permanent Staff may be granted paid maternity leave if they have completed at least 40 weeks' continuous service in the NSW public sector prior to the expected date of birth of their child at the ordinary rate of pay for:

fourteen weeks at full pay or

28 weeks at half pay or

a combination of the two options above

- (d) The equivalent pay for the period of leave can be requested as a lump sum, paid in advance of starting maternity leave.

- (e) The lump sum payment will be made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.

- (f) A staff member who commences a subsequent period of maternity or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid:

at the rate they were paid before commencing the initial leave if they have not returned to work;  
or

at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or

at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.

- (g) Staff who choose to take paid maternity leave as a lump sum and request to return to work before the period of leave is completed, must repay the remainder of the lump sum amount.

- (h) Staff who receive payment under this clause are not entitled to any payment under clause 6.7. Parental Leave.

- (i) Where staff are on one form of leave and their child is born before the expected date of birth, maternity leave commences from the date of birth of the child.

#### 6.6 Adoption leave

- (a) Staff are entitled to adoption leave if they are the person who assumes the primary role in providing care and attention to the child.

- (b) Adoption leave starts from the date of taking custody of the child.

- (c) Unpaid adoption leave is available to all permanent staff and may be taken as:

short adoption leave, being three weeks on leave without pay

extended adoption leave:

up to 12 months on leave without pay

including any short or paid adoption leave

- (d) Paid adoption leave may be granted to permanent staff who have completed at least 40 weeks' continuous service in the NSW public sector prior to taking custody, at the ordinary rate of pay for:
- fourteen weeks or;
- 28 weeks at half pay or;
- a combination of the two options above
- (e) The equivalent pay for the period of leave can be requested, as a lump sum, paid in advance of starting adoption leave.
- (f) Payment will be made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.
- (g) Staff who chose to take paid adoption leave as a lump sum and request to return to work before the period of leave is completed must repay the remainder of the lump sum amount.
- (h) Staff who receive payment under this clause are not entitled to any payment under clause 6.7. Parental Leave.
- (i) A staff member who commences a subsequent period of maternity or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- at the rate they were paid before commencing the initial leave if they have not returned to work; or
- at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
- at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- (j) Where both partners are employed in the public sector, adoption leave will only be granted to one partner for each adoption.

#### 6.7 Parental Leave

- (a) Staff who are not entitled to maternity or adoption leave may be entitled to unpaid parental leave to enable them, as a parent, to share in the responsibility of caring for their child or children.
- (b) Staff employed on a full-time or part-time basis who have completed at least 40 weeks continuous service in the NSW public sector, are entitled to paid parental leave of:
- one week at full ordinary pay; or
- two weeks at half ordinary pay
- the remainder of the requested leave being unpaid leave.
- (c) Unless otherwise agreed, the entitlement to paid parental leave will be paid at full ordinary pay for the first five days of approved leave as set out in (b).
- (d) Parental leave approved by the RTA may be taken as:
- short parental leave for an unbroken period of up to five working days at the time of the birth or other termination of their spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of their child or children

extended parental leave for a period not exceeding 12 months, less any paid or short parental leave already taken as outlined above.

- (e) Extended parental leave may commence at any time within two years from the date of birth of the child or the date of placement of the adopted child and leave may be taken:

full-time for a period not exceeding 12 months or;

part-time over a period not exceeding two years or;

partly full-time and partly part-time over a proportionate period of up to two years.

#### 6.7A Communication during Maternity, Adoption and Parental Leave

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

Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or parental leave.

Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or parental leave.

- (b) The employee shall take reasonable steps to inform the RTA about any significant matter that will affect the employee's decision regarding the duration of maternity, adoption or parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the RTA of changes of address or other contact details which might affect the RTA's capacity to comply with paragraph (a).

#### 6.7B Rights of request during Maternity, Adoption or Parental Leave

- (a) An employee entitled to maternity, adoption or parental leave may request that the RTA allow the employee:

to extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;

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

to assist the employee in reconciling work and parental responsibilities.

- (b) The RTA 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 RTA's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The employee's request and the RTA decision in writing.

The employee's request and the RTA's decision made under paragraph (a) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under paragraph (a), dot point 2, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from maternity, adoption or parental leave.

6.8 Study leave

(a) Staff are entitled to paid study leave if they are studying a course which:

is appropriate to their present classification, or

provides progression or reclassification opportunities relevant to the RTA.

(b) Study leave will be granted on the following basis:

face-to-face students:

half an hour for every hour of lectures, up to a maximum of four hours per week, or

20 days per academic year, whichever is the lesser

correspondence students:

half an hour for every hour of lecture attendance involved in the corresponding face-to-face course, up to a maximum of four hours per week; or

20 days per academic year, whichever is the lesser.

6.8.1 Examination and pre-examination leave

To assist staff attempting final examinations in courses for which study leave has been approved and to free them from work immediately prior to an examination, staff will be given a maximum of:

five days paid examination leave per calendar year for time occupied in travelling to and from and attending the examination

half a day for pre-examination leave on the day of examination, up to a maximum of five days per calendar year.

6.9 Military leave

Staff who are part-time members of naval, military (including 21st Construction Regiment) or air force reserves will be eligible for military leave each 12 months commencing 1 July on the following basis:

military forces:

14 calendar days annual training

14 calendar days instruction school, class or course

naval forces:

13 calendar days annual training

13 calendar days instruction school, class or course

air force:

16 calendar days annual training

16 calendar days instruction school, class or course

an additional grant of up to four calendar days for additional obligatory training.

#### 6.10 Special leave

- (a) Staff will be granted special leave for jury service.
- (b) In accordance with Human Resources Policy 8.14, Special Leave, staff may also be granted paid special leave for certain activities which are not regarded as being on duty and which are not covered by other forms of leave. Activities may include:

transfer

as a witness when called or subpoenaed by the Crown

emergency volunteers

emergency or weather conditions

trade union activities/training

ex-armed services personnel: Medical Review Board etc.

National Aborigines' Day

miscellaneous:

the employees own graduation ceremonies

returning officer

local government - holding official office

superannuation seminars

naturalisation

bone marrow donors

exchange awards - Rotary or Lions

professional or learned societies

#### 6.11 Leave without pay

Staff may be granted a maximum of three years' leave without pay. Leave without pay is calculated in calendar days.

#### 6.12 Family and community service leave

- (a) Staff may be granted family and community service leave for reasons related to unplanned and emergency family responsibilities or other emergencies as outlined in subclause (b). The RTA may also grant leave for the purposes as outlined in subclause (c). Non emergency appointments



or duties shall be scheduled or performed outside normal working hours or through approved use of other appropriate leave of the staff member.

- (b) Such unplanned and emergency situations may include, but not be limited to, the following;

Compassionate grounds, such as the death or illness of a close member of the family or a member of the staff member's household;

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

Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;

Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;

Attendance at court by a staff member to answer a charge for a criminal offence, only if the Department Head considers the granting of family and community service leave to be appropriate in a particular case;

- (c) Family and Community Service Leave may also be granted for;

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

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

- (d) Family and community service leave shall accrue as follows:

2½ days (19 hours) in the staff member's first year of service;

2 ½ days (19 hours) in the staff member's second year of service; and

One day (7.6 hours) per year thereafter.

- (e) Family and community service leave is available to part-time staff on a pro-rata basis, based on the number of hours worked.

- (f) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete, 'per occasion' basis to a staff member to cover the period necessary to arrange or attend the funeral of a family member or relative.

- (g) For the purposes of this subclause, 'family' means a staff member's:

spouse;

de facto spouse, being a person of the opposite sex who lives in the same house as their husband or wife on a bona fide basis, although they are not legally married;

child or adult child (including an adopted child, step child, foster child or ex-nuptial child);

parent (including a foster parent or legal guardian);

grandparent or grandchild;  
sibling (including the sibling of a spouse or defacto spouse);  
same sex partner who they live with as a defacto partner on a bona fide domestic basis; or  
relative 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 another;  
and

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

- (h) Subject to approval, accrued sick leave may be accessed when family and community service leave has been exhausted, to allow staff to provide short-term care or support for a family member who is ill.
- (i) Access to other forms of leave is available to staff for reasons related to family responsibilities or community service, subject to approval. These include:
- Accrued recreation leave
- Leave without pay
- Time off in lieu of payment for overtime
- Make up time.
- (j) Depending on the circumstances, an individual form of leave, or a combination of leave options may be taken. It is the RTA's intention that each request for family and community service leave be considered equitably and fairly.
- (k) A staff member appointed to the RTA who has had immediate previous employment in the NSW Public Sector may transfer their family and community service leave accruals from the previous employer.

## 7. Other Conditions

### 7.1 Deduction of Union Membership Fees

- (a) The ETU shall provide the RTA with a schedule setting out union fortnightly membership fees payable by members of the ETU in accordance with the ETU's rules.
- (b) The ETU shall advise the RTA of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the RTA at least one month in advance of the variation taking effect.
- (c) Subject to (a) and (b) above, the RTA shall deduct union fortnightly membership fees from the pay of any employee who is a member of the ETU in accordance with the ETU's rules, provided that the employee has authorised the RTA to make such deductions.
- (d) Monies so deducted from employees' pay shall be forwarded regularly to the ETU together with all necessary information to enable the ETU to reconcile and credit subscriptions to employees' union membership accounts.

- (e) Unless other arrangements are agreed to by the RTA and the ETU, all union membership fees shall be deducted on a fortnightly basis.
- (f) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

## 7.2 Grievance resolution and dispute settlement

### 7.2.1 Grievance resolution

- (a) A grievance is defined as a personal complaint or difficulty. A grievance may:
  - relate to a perceived denial of an entitlement
  - relate to a perceived lack of training opportunities
  - involve a suspected discrimination or harassment.
- (b) The RTA has grievance resolution policy, guidelines and procedures which should be observed when grievances arise because of this Award.
- (c) The policy, guidelines and procedures are detailed in Appendix C.
- (d) While the policy, guidelines and procedures are being followed, normal work will continue.

### 7.2.2 Dispute settlement

- (a) A dispute is defined as a complaint or difficulty which affects more than one staff member. A dispute may relate to a change in the working conditions of a group of staff which is perceived to have negative implications for those staff.
- (b) It is essential that management and the ETU consult on all issues of mutual interest and concern, not only those issues that are considered likely to result in a dispute.
- (c) Failure to consult on all issues of mutual interest and concern to management and the ETU is contrary to the intention of these procedures.
  1. If a dispute arises in a particular work location which cannot be resolved between a staff member or their representative and the supervising staff, the dispute must be referred to the RTA's Manager of the Industrial Relations Section or another nominated officer who will then arrange for the issue to be discussed with the ETU.
  2. If the issue cannot be resolved at this level, the issue must be referred to senior management.
  3. If the issue cannot be resolved at this level, the issue must be referred to the Industrial Relations Commission of New South Wales.
  4. While these procedures are continuing, no work stoppage or any other form of work limitation shall occur and the status quo existing prior to the dispute shall remain.
  5. The ETU reserves the right to vary this procedure where a safety factor is involved.

### 7.2.3 Disputes relating to OH&S

- (a) The RTA and Traffic Signals Staff are committed to the *Occupational Health and Safety Act 2000* and other relevant statutory requirements at all times.
- (b) When OH&S risk is identified or a genuine safety factor is the source of dispute:
  - 1. Staff have a duty to notify the RTA of the risk through their Occupational Health and Safety Committee, and
  - 2. To allow the RTA a reasonable amount of time to respond.
  - 3. The RTA has a duty to address the issue identified, and
  - 4. Report on the issue within a reasonable timeframe
- (c) The notification of WorkCover without allowing the RTA a reasonable amount of time to respond to the issue is a breach of the legislative provisions.
- (d) The RTA respects the right of staff to refuse to continue work owing to a genuine safety issue.
- (e) The unions and wages staff acknowledge that the creation of an industrial dispute over an OH&S matter that is not legitimate is a breach under s.25 of the *Occupational Health and Safety Act*.

### 7.3 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 the effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provisions 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 effect:
  - 1. Any conduct or act which is specifically exempted from anti-discrimination legislation;
  - 2. Offering or providing junior rates of pay to persons under 21 years of age;
  - 3. Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - 4. A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

## NOTES

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

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

This award is made on the understanding that the salaries and conditions existing for employees at the date on which this award takes effect shall not be reduced merely as a consequence of the coming into operation of this award.

## 7.4 No Extra Claims

The parties agree that during the term of this award up until 30 June 2011, that there will be no extra claims, claims for improved conditions of employment, or demands made in respect of the staff covered under this Award, and further, that no proceedings, claims or demands concerning wages or conditions of employment in respect of those staff will be instituted before the Commission or any other arbitral tribunal.

However, this does not prevent the parties from instigating any proceedings with respect to the interpretation, application or enforcement of existing award provisions contained in this Award

## 7.5 Area Incidence and Duration

This Award will be known as the Crown Employees (Roads and Traffic Authority of NSW - Traffic Signals Staff) Award 2008.

This Award applies to Traffic Signals Staff employed within the Traffic Signals classification set out in Part B, Monetary Rates by the Roads and Traffic Authority of New South Wales, Division of the Government Service of New South Wales, under Chapter 1A of the *Public Sector Employment and Management Act 2002* (NSW).

This Award will remain in force for a period of three (3) years from 1 July 2008 and rescinds and replaces the Crown Employees (Roads and Traffic Authority of New South Wales -Traffic Signals Staff) Award 2007 published 20 April 2007 (362 I.G. 588).

**PART B****MONETARY RATES****Table 1****Salary Increases**

Classification		4%	4%	4%
		Operative ffpp o/a 1/7/2008 \$	Operative ffpp o/a 1/7/2009 \$	Operative ffpp o/a 1/7/2010 \$
Grade 4	Year 1	52,380	54,475	56,654
	Year 2	54,435	56,612	58,876
	Year 3	56,574	58,837	61,190

Grade 5	Year 1	58,520	60,861	63,295
	Year 2	60,407	62,823	65,336
	Year 3	61,499	63,959	66,517
Grade 6	Year 1	62,849	65,363	67,978
	Year 2	64,755	67,345	70,039
	Year 3	66,876	69,551	72,333
Grade 8	Year 1	75,074	78,077	81,200
	Year 2	78,121	81,246	84,496
	Year 3	80,562	83,784	87,135

**Table 2****Allowances and Expenses**

Clause No.	Description	Operative ffpp o/a 1/7/2008 \$
5.7.1	Meal on journeys that do not require overnight accommodation	
(a) & (c)	Meal allowance	25.85
5.7.2	Meals on overtime	
	Meal allowance	25.85
5.7.5	Lodging and travelling allowances	
(a)	Breakfast	18.85
	Lunch	21.55
	Evening meal	37.15
	Incidentals	15.90

Note: Allowances in this table are subject to change in accordance with CPI increases as advised from time to time by the Department of Premier and Cabinet.

**APPENDIX A****Workplace reform****A1 Parties to the award**

The parties bound by the Award are the:

Roads and Traffic Authority of New South Wales; and

Electrical Trades Union of Australia, New South Wales Branch.

**A2 Enterprise bargaining infrastructure**

Implementation of continuous improvement will be based on consultation. The following bodies will assist in facilitating a consultative and participative approach.

#### A2.1 RTA's Single Bargaining Unit (SBU)

A joint advisory group, to be called the Single Bargaining Unit, consisting of nominated representatives from the ETU and RTA management will meet regularly and continue to oversee the development, negotiation and implementation of an agreed enterprise bargaining agenda to ensure:

a consistent approach

an effective implementation process in order to achieve the agreed outcomes within the allotted time frames

the achievement of sustainable and measurable productivity improvements.

#### A2.2 Project teams

Project teams will be established, if required to oversee the technical development and implementation of the RTA's workplace reform agenda items.

Project teams will be under the managerial control of an RTA Project Manager and will include both RTA and ETU nominated staff representatives.

The project teams will provide regular reports to, and as requested by, the SBU and will refer any problems which cannot be resolved at the project level to the SBU for determination.

#### A2.3 Staff task groups

Staff task groups will be established as required to research and provide recommendations in line with the agreed terms of reference.

#### A2.4 Regional consultative groups

Regional consultative groups will continue in each region of the Operations Directorate and will include both RTA nominees and ETU nominated staff.

The groups' role will continue to promote positive co-operation in overseeing the implementation of each of the RTA's workplace reform agenda areas within the directorates and to resolve any localised issues including industrial problems that arise during the implementation process.

The groups will provide regular minutes/reports to, and as requested by, the SBU and will refer any problems which cannot be resolved at the directorate level to the SBU for determination.

#### A2.5 General principles

- (a) The SBU, project teams and regional consultative groups will circulate to these groups minutes of their respective meetings.
- (b) Staff assigned to a project team, task group or regional consultative group will be released from their normal duties, as required to carry out the responsibilities to which they have been assigned. Should any problems arise related to such release, they will be referred to the SBU.
- (c) Regional consultative groups will:  
  
be chaired (to be shared) by the ETU and RTA staff representatives

develop and implement a communication plan to ensure that directorate staff are kept fully informed of the work of the group and the ongoing implementation of the enterprise bargaining process across the directorate.

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

#### A3 Commercialisation

The ETU and staff agree to co-operate in the implementation of a commercialisation focus as the basis for the RTA's business principles and practices to ensure the most efficient utilisation of resources, by adopting the RTA's business rules and by developing achievable performance and productivity measurement targets.

#### A4 Process improvement

The RTA, the ETU and staff are committed to ensuring effective and efficient customer service and product delivery by analysing and recommending changes in processes, systems or procedures which will result in improvement in productivity and/or the elimination of duplication and waste.

The regional consultative groups will under the direction of the SBU:

monitor the development and implementation of process improvement at the directorate and regional level

provide appropriate updates, reports and recommendations to the SBU.

#### A5 Competency based training

The parties recognise the need for greater efficiency and productivity improvements which require a greater commitment to training and skill development. This commitment includes:

acknowledgement of skills held

developing a more highly skilled and flexible workforce

providing staff with the opportunity to acquire additional skills through appropriate training, thereby improving career opportunities

ensuring equality and fairness of access to training for all Staff based on organisational need to increase flexibility and productivity

removing barriers to the use of skills acquired, thus providing greater flexibility and efficiency for the organisation and greater variety and job satisfaction for Staff.

To ensure that staff meet the required agreed competencies for their classification, RTA organised training programs will be conducted in paid time and within ordinary working hours, where practicable.

#### A6 Performance planning and feedback

The RTA will implement a performance planning and feedback scheme that applies to all Staff and is:



implemented in consultation with the ETU that will link performance in the work place with the goals of the RTA, its regions and work units

supported by appropriate training

evaluated and monitored by the SBU.

This scheme recognises and reflects the increasing importance of teams in the RTA and their contribution to service and quality.

The parties are committed to:

ensuring teams and staff understand the relationship or interdependence of their role with other teams and staff

clearly defining expectations for each team and staff member against the agreed goals of the RTA and productivity standards

ensuring each team and staff member clearly understands the RTA's objectives, their work unit's goals and how their role is integral to the achievement of these objectives and goals

obtaining feedback from teams and Staff on the RTA's work practices, management practices and possible innovations

encouraging teams and Staff to participate in their work unit's decision making process.

#### A7 Conditions of employment

- (a) The parties are committed to the development and implementation of changes in conditions of employment that are customer focused and are equitable in application. Any changes will be:

developed and implemented in consultation with the ETU to link performance in the work place with the goals of the RTA

evaluated and monitored by the SBU.

- (b) In making this commitment, the parties accept, in principle, the need to:

review current work practices to ensure that they are customer focused and maximise the effective and efficient use of resources

review and rationalise administrative procedures

reduce and update documentation

ensure, where possible, consistent working conditions for all Staff

provide opportunities for all Staff to better manage their working and personal lives

review current work patterns to investigate flexible work arrangements which better meet Staff and customers' needs.

#### A8 Work environment

- (a) Occupational health and safety

The RTA is committed to achieving and maintaining an accident free and healthy workplace. This will be achieved by:

implementation of appropriate health and safety practices and procedures

appropriate management policies and practices

the active and constructive involvement of all Staff; and

management and staff member representatives participation on safety committees.

The RTA and Staff will seek to comply with the *Occupational Health and Safety Act 2000* and other relevant statutory requirements at all times.

The RTA will encourage Staff to take a constructive role in promoting improvements in occupational health, safety and welfare to assist the RTA in achieving a healthy and safe working environment.

(b) Equality of employment

The RTA is committed to providing employment which promotes the achievement of equality in employment as an effective management strategy.

(c) Harassment free workplace

Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference or age is unlawful in terms of the *Anti-Discrimination Act 1977*.

The RTA is committed to ensuring that Staff work in an environment free of harassment.

Staff are required to refrain from, or being a party to, any form of harassment in the workplace.

For further details, refer to the RTA's policy and guidelines for an harassment free workplace as set out in the Human Resources Manual.

A9 Contractors' protocol

Where work is to be carried out by contract, including sub-contract, the RTA will:

abide by the provisions of the Industrial Relations Management Guidelines, December 1999, as developed by the NSW Government's Construction Policy Steering Committee.

ensure that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying award rates, providing award conditions and complying with other statutory provisions and RTA specified standards including but not limited to the RTA's safe working procedures, RTA's traffic control procedures and RTA's quality standards and the provisions set out in A8, Work environment.

on being advised or otherwise becoming aware that a contractor or sub-contractor is not paying award rates, providing award conditions or complying with any other statutory provisions and RTA standards including but not limited to RTA's safe working procedures, RTA's traffic control procedures and RTA's quality standards, as set out in clause 1.9 Work environment, will take necessary action to ensure that the situation is immediately rectified. Should the contractor or sub-contractor continue to breach the provision then appropriate action including termination of contract will, if appropriate, be implemented.

A10 Agreed procedures for market testing and contracting out

Where work is presently carried out by RTA staff, the parties agree that the Government's policy on Market Testing and Contracting Out will be observed. If increased efficiency through contracting out is to be considered, full consultation on all aspects, including the contracting out process and the capacity of Staff to perform the work to contractual specifications, will take place between the RTA and the ETU before initiating any change to operations presently carried out by RTA staff.

This is to ensure that all parties are informed of plans and Staff can offer input, seek clarification of issues and be kept abreast of major developments. (See Appendix D for Principles, Definitions and Consultative Process).

A11 Spread of hours

The hours and patterns of work for Staff may be reviewed during the life of this Award, if required, to better suit the needs and operational requirements of the RTA's traffic signals undertakings. Such considerations may include:

Occupational Health and Safety issues;

quality of working life;

recognition of family responsibilities;

shift work patterns;

adequate remuneration for Staff who undertake shift work;

rostering arrangements; and

programmed overtime.

A12 Consultation

The parties agree that in order to maximise the benefits that can be obtained through the consultative process there is a need for full and open consultation on all relevant issues affecting Staff and the ETU.

The parties are committed to timely and effective consultation which will provide Staff and the ETU with the opportunity for input into such matters that impact upon them prior to their implementation.

A13 Communication

The parties agree to continue to implement initiatives designed to ensure that there are structured communication processes between the RTA's corporate and other directorates, regional and frontline areas to ensure timely and accurate upward and downward feedback.

A14 Austel licence

The parties agree to enter into negotiations concerning Staff gaining the appropriate Austel Licence.

## **APPENDIX B**

### **IMPLEMENTATION**

B1 Rescinding of previous awards

This award rescinds and replaces the Crown Employees (Roads and Traffic Authority of New South Wales - Traffic Signals Staff) Award 2007

B2 Duration of the award and operative dates for future salary increases

(a) This Award will take effect from 1 July 2008 and will operate for a period of three years.

(b) Staff covered by this Award will receive a 4% increase in base rates of pay payable from;  
the first full pay period to commence on or after 1 July 2008

the first full pay period to commence on or after 1 July 2009

the first full pay period to commence on or after 1 July 2010

- (c) The increases in base rates will be paid in consideration of the acceptance of this Award. The new base rates are set out in the table Salary Increases, of Part B Monetary Rates.

**B3 Negotiating the next award**

The parties agree to begin negotiations for a new award at least six months prior to the expiration of this Award

## **APPENDIX C**

### **GRIEVANCE RESOLUTION**

**C1 Policy**

Purpose and intended outcomes

To make RTA staff aware of what constitutes a grievance and the responsibilities of all staff in preventing and managing such matters so that:

staff work in a collaborative and cooperative way;

workplace grievances are resolved in a timely manner; and

the RTA maintains a safe and healthy work environment.

Note: This policy must be read in conjunction with the Grievance Resolution Procedure PN 026P.

Policy

To support the Code of Conduct and Ethics all RTA staff are to:

treat others in a professional, courteous, respectful and fair way;

communicate with each other and management in an open and honest manner;

raise their workplace grievances at an early stage and aim to resolve them at the local level;

actively participate in the resolution of workplace grievances;

treat grievance matters in a private, confidential, and timely manner;

respect the right of others to raise grievances; and

not victimise or disadvantage any parties to a grievance.

Coverage

This policy covers:

permanent staff;

temporary staff;

casual staff; and

skill hire and professional services contractors.

## Scope

This policy may be used by:

- staff to address workplace grievances with other staff; and
- managers to resolve workplace grievances between staff.

This policy does not cover:

- OHS and workers compensation matters;
- poor performance issues;
- harassment, discrimination or workplace bullying matters;
- fraud and corruption, maladministration or serious and substantial waste of resources; or
- matters that require disciplinary action.

If a grievance is investigated and it is found that the matter is related to work performance or disciplinary issues, the grievance process is to terminate immediately. The RTA has other processes for managing these issues eg. Management of Unsatisfactory Performance and Conduct Policy, Harassment, Discrimination and Workplace Bullying Policy, Corruption and Maladministration Prevention Policy and the Discipline Policy.

## C2 Definitions and Key Terms

### Grievance

A grievance is a personal concern/problem about work or the work environment that the staff member seeks hearing or resolution of, and may be the result of a perceived or actual concern regarding:

- allocation of work or development opportunities;
- workplace communication difficulties, or interpersonal dispute; and
- changes in work processes/practices.

Detailed information on how to raise and resolve grievances are contained in the Grievance Resolution Procedure.

### Grievant

The staff member who raises a concern is referred to as the Grievant. For each grievance there may be one or more Grievants.

### Respondent

The staff member who is claimed to be the cause of the grievance is referred to as the Respondent. There may be more than one Respondent in a grievance matter.

### Grievance Network Coordinator (GNC)

The GNC, Human Resources Branch administers the support system for Grievance Contact Officers (GCOs).

The GNC is responsible for co-ordinating the recruitment, selection and training of GCOs and arranging mediations. The General Manager, Human Resources will approve GCO selections.

Applicants will require their manager's approval to be released to undertake GCO duties.  
Grievance Contact Officer (GCO)

The GCO is recruited and supervised in GCO role by the GNC, HR Branch. Their role is to assist both the grievant and respondent generate options to resolve their grievance, direct the grievant or respondent to appropriate RTA policies and procedures or other available services i.e. Employee Assistance Scheme (EAP), the OHS Hotline or the Ethics Hotline.

The GCO will not:

- take sides;
- make judgements; or
- act as an advocate or spokesperson for the Grievant of Respondent.

A list of GCOs is available on the RTA Phone Guide and in every issue of Human Resources Notices.

### C3 Background

#### Interpreters

Where a staff member has difficulty in communicating effectively in English, an interpreter may be used. Only accredited interpreters are to be used in order to minimise risks to privacy and error. The HR Branch, on advice from the GCO or the Grievant's manager, will make the necessary arrangements to engage an interpreter. The business unit where the grievance has transpired will be responsible for any associated cost.

#### Confidentiality

All forms of information about a grievance are to be restricted to those individuals who need to know the information in order to resolve the grievance. Access to Grievance Files is highly restricted. Access provisions can be located in Attachment B of Corporate Policy Statement No.26, "Employees' Personal Records Policy."

#### Documentation

When managers are dealing with a grievance locally they are to take brief, factual diary/file notes that avoid personal opinions. These notes are to be retained by the manager for one year.

Where a manager has attempted to resolve a grievance unsuccessfully and the matter is escalated to the General Manager, detailed documentation is required.

Records include:

- names of parties to the grievance;
- grievance details;
- sufficient information to establish that a satisfactory process took place;
- the outcome and reasons for the decision; and
- any recommendation for action.

This documentation is to be retained by local management for one year.

If the grievance matter is referred for mediation through the GNC, a Grievance File will be created. Grievance files are to be retained for five years after settlement of the grievance. Grievance records are to be kept confidential and on a separate Grievance File, not on Personal or other RTA files. The RTA Document Management Section, Auburn, creates Grievance Files.

If the grievance is referred to an external body for settlement, the GNC must be notified and will create a Grievance File, which must be kept for 5 years.

If the grievance sets a precedent and results in significant change to RTA corporate procedure the file must be kept for ten years. In such a case the General Manager, Human Resources must be contacted.

#### Vexatious Claims

A vexatious claim is a grievance reported without sufficient grounds for action. Vexatious claims include but are not limited to those that are:

- malicious;
- raised to annoy or harass the respondent;
- lacking in substance; and/or
- frivolous.

Where a complaint is found to be vexatious, malicious or substantially frivolous and reported only to annoy or harass the Respondent, the staff member reporting the original grievance may be dealt with under the provisions of the RTA's Harassment, Discrimination and Workplace Bullying Policy or Discipline Policy.

#### Protection

Any staff member who is involved in a grievance in accordance with the RTA grievance procedures, or is required to prepare a report concerning another member of staff in relation to a grievance, is protected against any action for defamation provided they:

- do not intentionally make a vexatious, malicious or substantially frivolous complaint;
- raise the grievance in accordance with these established procedures and confidentiality is maintained; and
- do not publish or make information available to persons who have no legitimate interest in receiving it.

#### Mediation

Mediation provides the opportunity for a trained, independent person to assist in the resolution of the grievance. The mediation may result in the parties agreeing to and signing an agreement or understanding. The General Manager and/or Branch Manager must approve the engagement of an external mediator. Mediators are to be engaged through the GNC, HR Branch who manages the RTA Mediator Panel.

#### Appeal Right

Any Grievant who is dissatisfied with his or her treatment in terms of the Grievance Resolution Policy procedures may appeal to the Director or Chief Executive Officer for a re-examination of the matter. This appeal right does not in any way diminish a Grievant's right to seek the assistance or support of his or her union or staff association in the matter. Appeals must be lodged within 21 days from the date that the parties involved in the grievance are advised of the outcome.

#### Employee Assistance Program

The Employee Assistance Program (EAP) is available to assist all staff and their families. The service offers short term face-to-face or telephone professional advice and counselling to help cope with personal, family and work related issues.

## C4 Responsibilities

Title	Responsibilities
Staff	<p>Ensure their behaviour is aligned with the RTA Code of Conduct and Ethics. Report inappropriate behaviour in the workplace when witness to it, or when it is brought to their attention. Participate in grievance resolution and maintain confidentiality in the process as and when required. Not participate in the harassment or victimisation of any party involved in a grievance. Not lodge vexatious, frivolous or malicious grievances.</p>
Managers	<p>Promote, explain and model the standards of behaviour expected of staff members as set out in the RTA Code of Conduct and Ethics. Be familiar with and actively promote and support the RTA Grievance Resolution Policy, procedures and strategies. Monitor the workplace for early identification and resolution of grievances. Chair grievance related meetings and make grievance related decisions based on fact. Ensure confidentiality in the process except where there is a serious breach of an RTA policy or where there are grounds to believe there may be harm or injury to person or property in which case the matter must be referred to an appropriate person. Make appropriate arrangements to release a selected GCO to carry out his/her GCO duties.</p>
Grievance Contact Officers	<p>Advise their manager of the time involved in dealing with a grievance and make reasonable arrangements to carry out their normal duties. Assist the Grievant or Respondent to identify the options available to address the grievance. Direct the Grievant or Respondent to appropriate RTA policies, procedures or services (e.g. Ethics Hotline or EAP) Refer the Grievant to an appropriate staff member responsible for handling grievances. Complete a Grievance Resolution Report for each grievance received and forward to the GNC, HR Branch. Notify GNC of any changes to their contact details and work location.</p>
Grievance Network Coordinator	<p>Recruit, select, train and supervise GCOs in their role as a GCO. Coordinate the grievance resolution network and case management system. Ensure that the practices and processes applied and decisions proposed in individual workplace grievance cases are equitable and conform to RTA policy, legislation and industrial instruments. Provide grievance resolution advice to line management. Manage and report on administrative and contract matters associated with grievance resolution. Facilitate Grievance Resolution workshops to ensure that grievance resolution is communicated and understood. Manage and coordinate the RTA panel of mediators.</p>

## C5 Evaluation

This policy will be evaluated as appropriate, taking into account changes to New South Wales and Commonwealth legislation, identification of changing trends, and feedback provided to Human Resources Branch on its effectiveness.



## C6 Breaches

The RTA may take disciplinary action (including the termination of services) against any staff member who breaches this policy and the RTA Code of Conduct and Ethics.

## C7 Additional Information

## Legislation

*Anti-Discrimination Act 1977 (NSW)*

*Occupational Health and Safety Act 2000 (NSW)*

*Industrial Relations Act 1996 (NSW)*

*Privacy and Personal Information Protection Act 1998 (NSW)*

## Reference documents

Human Resources Manual, Grievance Resolution Procedure

Human Resources Manual, Code of Conduct and Ethics

Human Resources Manual, Harassment, Discrimination and Workplace Bullying Policy

Human Resources Manual, Employee Assistance Program Policy

Human Resources Manual, Corrupt Conduct and Maladministration Prevention Policy

Corporate Policy Statement 26, Employees' Personal Records Policy

## C8 Grievance Resolution Procedures

(a) Any manager, supervisor or Grievance Officer consulted by a grievant should:

listen and be sympathetic to any distress exhibited by the grievant

be aware of their own limitations and the grievant's insecurity and fears as to the possible repercussions of lodging a grievance

clarify the facts of the grievance

ensure the confidentiality and protection of all parties involved

wherever possible, take into account the grievant's wishes regarding the process of resolution

ensure the right of the respondent to be heard before any decision is made

if resolution is not possible, conclude the grievance by advising the grievant of the:

reasons

right of appeal

external options.

(b) In addition, if you are:

acting as a Grievance Officer:

offer counsel and advice

refer the grievant to an appropriate functional manager. Usually this is the grievant's immediate supervisor or manager unless there is a good reason for the referral to be made to a more senior manager eg the immediate supervisor/manager is absent or is the respondent

the supervisor or manager, take the appropriate steps to investigate and resolve the grievance.

## **APPENDIX D**

### **Market Testing and Contracting Out**

#### **Principles, Definitions and Consultative Process**

##### Principles

##### Selection of an Area of Work to Market Test

The following principles underlie the selection of an area of work for market testing:

- (a) The area of work should be capable of being defined precisely. It should allow clear boundaries to be specified and relationships with other areas of work to be defined.
- (b) The area of work should be capable of being expressed in terms of outcomes rather than the RTA having to define how the work is to be done.
- (c) The performance of an in-house team or contractor completing the work should be capable of being accurately measured so that cost and quality are able to be clearly determined.
- (d) There should be clear competition among bidders for the area of work.
- (e) If the work is contracted out, there should be clear opportunity to penalise or replace contractors for poor or non-performance without causing significant interruption to RTA business.
- (f) There should be a reasonable expectation that cost-effectiveness improvements are possible.
- (g) The Market Testing process need be applied only when the scope and nature of the project is such that there would be "value for money" in doing this. That is, the financial and other costs of running the process should be justifiable in terms of the expected financial and non-financial benefits.

##### Conduct of Market Testing Projects

The following principles underlie the conduct of a market testing project:

- (a) Consultation with staff and their representatives must be an integral part of the process (see definition of consultation below).
- (b) Market testing of an area of work will not necessarily lead to contracting out of that work. The decision to contract out an area of work or retain it in-house must be based on a robust analysis of costs, benefits and risks, both financial and non-financial. Issues to be considered include but are not limited to:

track record of performing work of that type and quality of past work, including consideration of any examples of non-performance in the past

reports from reference sites

past performance in management of sub-contractors

fitness and quality of the process proposed by the bidder

financial stability of the firm

ability to meet statutory requirements, including occupational health and safety requirements, and calibre of the key people involved in delivery of the work.

- (c) Fair and effective competition must be maintained among all bidders, including in-house bid teams. Probity processes must be in place to ensure no advantage is gained by one bidder over others but care must be taken to ensure that probity processes are not so onerous that they disadvantage any bidders or place heavy costs on the process.
- (d) The market testing process used should facilitate innovation by bidders (including in-house bidders) and support the pursuit of "best practice". This implies that internal bid teams should be adequately resourced and have access to the relevant expertise in formulating their bids. (NB. The terms "innovation" and "best practice" refer to the achievement of technical and process improvement and not merely cost cutting.)
- (e) Equity objectives should be pursued in addition to efficiency and effectiveness objectives. This means that equity in dealing with the RTA's clients and employees must be maintained or enhanced. Equity in workplace relationships extends to safety and EEO aspects, as well as consultation with employees and their representatives. Workplace equity also implies management should demonstrate appropriate leadership and support of employees, especially those involved in internal bid processes.

#### Management of an Area of Work After Market Testing

The following principles underlie the management of a work area after market testing, irrespective of whether the work is contracted out or retained in-house:

- (a) The work area should be managed on an "outcome" basis, allowing room for innovation and continuous improvement in the way work is performed.
- (b) A contract and/or service level agreement(s) must be negotiated which allows cost and quality indicators to be monitored and compared over time.
- (c) Clear accountabilities must be established and understood by all parties - the team undertaking the work and the people responsible for managing the performance of the work area on behalf of the RTA.
- (d) Clear lines of communication must be defined, including processes for remedying performance discrepancies and resolution of disputes.

#### Definitions

- (a) "Consultation" means a process of sharing information and requiring input on key decisions before they are taken and utilising that input in formulation of the decision outcome. In a rational decision model, it may include input to and/or feedback on:
  - the identification of decision alternatives
  - the identification of decision criteria; and
  - the outcome of evaluation of alternatives against the criteria.
- (b) In an incremental decision model it may include preparation and dissemination of a discussion document on a proposed change, gaining feedback on the proposal and modifying the proposal where appropriate.

- (c) Consultation does not imply a right to veto decisions nor does it imply a right to access confidential material of a commercial or personal nature. Where a need arises to provide access to confidential information, a confidentiality control process will be implemented.
- (d) "Market Testing" is a rational approach to deciding the best value-for-money method (taking into account cost, benefit and risk) of delivery of an area of work. It does not refer to "contracting." Contracting is one possible outcome of a market testing process.
- (e) "Major Works" are defined as works valued at \$500,000 or greater unless approved as a "Minor Works" by a Regional Manager. Only major works are suitable for market testing and usually only where it is an area of work that is already performed within the RTA. The RTA may proceed directly to a contract for minor works in circumstances where in-house resources are unavailable and/or the RTA no longer performs work of that type.

#### Consultative Process

- Step 1
  - (a) Local management required to identify projects to be considered for Market Testing and Contracting Out.
  - (b) Agreement to proposals sought from Director
  - (c) Opinions of other directors on proposed project sought by relevant Director. Director Corporate Services initiates preliminary consultation with relevant unions and notification to SBU and Labour Council.
  - (d) Relevant unions advised by Director Corporate Services and input sought. (Two weeks to respond from date of advice).
  - (e) Responses considered by relevant Director and proposals modified where appropriate.
- Step 2
  - (a) Board advised of nominated projects by relevant Director.
  - (b) Nominations considered by Board and which project should proceed to market testing determined.
  - (c) Relevant unions, SBU and Labour Council advised of project approvals by Director Corporate Services.
- Step 3
  - (a) Project initiated by local management.
  - (b) Nominations called for and, in consultation with relevant unions, in-house bid team appointed by relevant Director.
  - (c) In-house bid team advised of targeted savings / areas for improvement.
  - (d) Evaluation committee appointed by relevant Director.
  - (e) In-house bid team given time and resources (including appointment of relevant advisers) to identify and implement processes to achieve target savings and improvements.
  - (f) Evaluation committee reviews improvements made by internal bid team and recommendation as to whether to proceed to full market testing made to Director.
  - (g) If recommendation to proceed to market testing approved, market testing team set up by local management.
  - (h) Relevant probity processes established by local management.
  - (i) If determined necessary (ie. to gauge size of market, identify options, etc.) Expression

- of Interest called.
- (j) Expressions of interest evaluated and short list prepared.
- (k) Request for Proposal/tender documents prepared by market testing team and reviewed. Review team to include evaluation committee and representation from relevant unions.
- (l) RFP/tender documents modified where appropriate by market testing team.
- (m) Evaluation model prepared by market testing team and reviewed. Review team to include evaluation committee and representation from relevant unions.
- (n) Evaluation model modified where appropriate by market testing team.
- (o) RFP/tender documents issued.
- Step 4 (a) Evaluation conducted by evaluation committee using internal bid team improvements as a "benchmark".
- (b) Draft evaluation report disseminated to relevant unions by relevant Director, submission of comments requested with a minimum of two weeks to respond from date of dissemination of report.
- Step 5 (a) Union submissions received and report finalised by evaluation committee and submitted to relevant Director.
- (b) Approval of evaluation report recommendations sought from Board by relevant Director.
- Step 6 (a) Relevant unions and bidders advised by Relevant Director of decision of Board.
- (b) Staff advised and in-house bid team debriefed by local management.

## **APPENDIX E**

### **GLOSSARY OF TERMS**

#### Traffic Signals Group

- (a) RTA Officer (Traffic Signals) Grade 4

Initial appointment following completion of an apprenticeship with the Department, or on appointment to the Department.

Duties: Assist a more senior Technician as required.

Essential: Possession of A1 grade electrical mechanic's licence.

- (b) RTA Officer (Traffic Signals) Grade 5

The level at which a qualified and experienced trades person is expected to perform. At this grade, the technician would be capable of working independently, and taking responsibility for the work of a gang.

Duties (typical):

In charge of a gang / crew engaged on any of the following:

Routine maintenance

Emergency maintenance

Accident repair

Construction / Reconstruction

Miscellaneous activities.

Member of a team engaged in development, maintenance or repair of traffic signal equipment.

Tasks might include:

Supervision and control of other employees

Assisting a trades person in a gang where more than one trades person is deployed

Inspection checking and repair or replacement of traffic signal equipment

Report writing

Servicing of printed circuit assemblies, relay circuits, etc (discrete components and integrated circuits)

Diagnosis of equipment faults with appropriate remedial action.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Demonstrated knowledge of traffic control equipment - Level 1

(c) RTA Officer (Traffic Signals) Grade 6

A level of technician who is experienced and technically proficient in all aspects of traffic control equipment. The technician would be expected to be capable of working independently, dealing with complex equipment problems at a level not normally expected of a grade 2 technician. Supervision of the work of other trades persons would be required.

Duties:

In charge of a gang where the size of a gang or complexity of work is such that appointment of a grade 2 technician is considered inappropriate.

Engaged in traffic systems work.

Leader of a group of technicians engaged in development, maintenance or repair of traffic signal equipment.

Typical tasks would include those listed of grade 2 level, and where additional complexity exists.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Demonstrated knowledge of traffic control equipment - Level II.

(d) Leading Technician

This level of technician is expected to be responsible for the repair, testing and preparation of traffic signal equipment and other electric / electronic equipment, as well as provide leadership for a group of traffic signal technicians engaged on such work.

**Duties:**

Provide technical advice and support to the Equipment Service Manager.

Guide and co-ordinate the work of a group of traffic signals technicians.

Monitor fault records of equipment to be repaired by the group so as to assist in identification of fault patterns.

Repair, overhaul, modify and test microprocessor based controllers and other complex electronic equipment.

Preparation and testing of controller personalities against design plans.

Liaison with Divisional TEO's on adaptive engineering matters.

**Essential:** Criteria will include possession of "A" grade electrical mechanic's licence and qualified in electronics to post trade level or higher.

Progression from 3rd year to thereafter is after three years at the 3rd year level and subject to satisfactory staff reports and attendance at prescribed seminars, workshops etc.

**(e) Supervising Technician**

This level of technician is expected to provide leadership to a group of trades and non-trades staff, in assisting line management to fulfil specific objectives. The supervising technician provides the link between management and field staff, deputising for management where required. The supervising technician is expected to maintain a high degree of technical knowledge and to impart skills as necessary to other personnel, by formal or informal means. The supervising technician is accountable for the quality and quantity of work performed. The Supervising Technician will provide expert advice on the technical aspects of traffic control and advisory systems using advanced electrical and electronic technologies, eg traffic control signals, variable message signs, tidal flow systems, traffic monitoring units.

**Duties (typical):**

Supervise and direct the activities of traffic signal construction, reconstruction or maintenance in a specified area.

Maintain knowledge of current technology and development, maintenance and repair of traffic signal equipment.

Supervise the work of contractors as required.

Supervise and provide technical leadership to groups of technicians engaged in development, maintenance or repair of traffic signal equipment.

Acceptance testing and quality control duties.

**Essential:** Possession of 'A' grade electrical mechanic's licence.

**Desirable:** Qualified at Level II for promotion. Post-trade or certification level qualifications in areas relevant to the classification. Demonstrated knowledge of current technology and diagnostic / repair techniques for traffic control equipment.

Progression from 3rd year to thereafter is after three years service at the 3rd year level and subject to satisfactory staff reports and attendance at prescribed seminars, workshops, etc.

## (f) General

Incremental progression to be subject to satisfactory service.

Duties of particular positions to be determined within the broad guidelines provided above and having regard to Job and Person Specifications.

Knowledge of traffic control equipment to be demonstrated by the satisfactory completion of an internal course of instruction. Subject to further discussion, it is envisaged that the following would be included:

Level I: General controller and equipment operation, basic SCATS and communication theory.

Level II Advanced controller operation, detailed SCATS and communication theory.

All courses would include elements of traffic engineering principles, safety practice and industrial relations.

Officers who have previously passed parts 1, 2 and 3 will be regarded as possessing a demonstrated knowledge of traffic control equipment at Level II.

The requirement for a supervising technician to keep up-to-date would be satisfied by attendance at seminars, workshops, etc, for which supervising and grade 3 technicians would be eligible to nominate. Content would be determined having regard to current technology and developments generally.

## Electronic Equipment Group

- (a) No person, excepting one who has completed an apprenticeship involving training in electronics, or has reasonable practical experience in electronics, including electronics construction, maintenance and fault repair, and has completed or is currently undertaking the Post-Trades Electronics Course (1039) or equivalent, shall be appointed as an electronic equipment technician.
- (b) Initial appointment will be at the salary level of electronic equipment technician grade c.
- (c) Progression from grade c to d shall be dependent upon:-
  - (i) the successful completion of the Post-Trades Electronic Course (1039), or equivalent, and
  - (ii) 12 months satisfactory service on the rate for electronic equipment technician grade c.
- (d) A staff member who is directed to lead other personnel in the Electronic Workshop shall be paid the rate for electronic equipment technician grade.

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

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Printed by the authority of the Industrial Registrar.



**FUNERAL INDUSTRIES (STATE) REVIEWED AWARD 2008**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 666 of 2008)

Before Commissioner Bishop

11 November 2008

**REVIEWED AWARD****PART A****1. Arrangement**

## PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Anti-Discrimination
3.	Hours - Part I
4.	Rosters and Days Off Duty
5.	Wages - Part I
6.	Overtime - Part I
7.	Carrying of Caskets
8.	Special Cases
9.	Hours - Part II
10.	Wages - Part II
11.	Overtime - Part II
12.	Sunday and Holiday Rates
13.	Tool Allowance
14.	Definitions
15.	Meal Times, Crib Times and Meal Allowances
16.	Saturday and Sunday
17.	Holidays
18.	Annual Leave
19.	Annual Holidays Loading
20.	Long Service Leave
21.	Long Service Leave Allowance
22.	Sick Leave
23.	Termination of Employment
24.	Personal/Carer's Leave
25.	Rest Pause
26.	Provision of Clothing, Gloves, Etc.
27.	Funeral Vehicles
28.	Compassionate Leave
29.	Jury Service
30.	Payment of Wages
31.	Union Meetings
32.	Parental Leave
33.	Interchange of Employees
34.	Entering Premises
35.	Right of Entry
36.	Sydney Chevra Kadisha
37.	Embalming

38. Redundancy
39. Superannuation
40. Casual Conversion
41. Dispute Avoidance and Grievance Procedures
42. Traineeships
43. Area, Incidence and Duration

## PART B

### MONETARY RATES

Table 1 - Wages

Table 2 - Other Rates and Allowances

## 2. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3f of the Industrial Relations Act 1996 (NSW) to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) 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.
- (iii) Under the Anti-Discrimination Act 1977 (NSW) 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.
- (iv) 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 (NSW).
  - (d) A party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- (v) 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."

**PART I****FUNERAL DIRECTORS****3. Hours****(i) Weekly Employees - Day Workers**

(a) The ordinary working hours for all employees, other than Resident Managers, Relieving Managers, Non-Resident Officers and Duty Officers, shall be an average of 38 hours per week worked in accordance with the following provisions for a four-week work cycle.

- (1) Subject to sub-paragraph 3, ordinary working hours shall be worked as a 20 day, four week cycle of eight hours each, Monday to Friday, inclusive, between the hours of 7.00 a.m. and 8.00p.m with 0.4 (2/5ths) of one hour each day worked accruing as an entitlement to take one day off during the four week cycle as a rostered day off, paid for as though worked.
- (2) Subject to sub-paragraph 9, the rostered day off shall be taken within the four-week cycle, between Mondays to Friday, on a day allocated by the employer.
- (3) Without limiting the right of an employer to stagger commencing and finishing times in accordance with sub-paragraph (1), an employer may enter into agreement with its employees, on an individual or collective basis, to provide for the alteration of commencing time earlier than 7.00 a.m. provided that the ordinary hours shall not exceed eight per day.
- (4) In cases of emergency, the ordinary commencing and finishing times of work shall be alterable by giving at least 3 day's notice to the employee(s) concerned.
- (5) Except as provided for in sub-paragraphs, (6), (7), or (8) of this paragraph, in cases where an employee, in accordance with sub-paragraph (1) hereof, is entitled to a day off during his/her work cycle such employee shall be advised by the employer at least 4 weeks in advance of the week day he/she is to take off.
- (6) In the case of an emergency, and if at least one day's notice is given, an employer may substitute the employee's rostered day off for another day.
- (7) An employee who is required by his/her employer to work on his/her rostered day off in circumstances other than those in sub-paragraph (6) shall be granted an alternative day off to be taken at a mutually agreed time.
- (8) An individual employee, with the agreement of his/her employer, may substitute the day he/she is to take off for another day.
- (9) An employer may hold up to a maximum of 5 days accrued in accordance with sub-paragraph (1).

The accrued days are to be taken at a time mutually agreed between the employer and the employee, but within twelve months of the date the first rostered day off accrued under this sub-paragraph.

- (10) In the absence of agreement being reached between an employer and its employees on any of the abovementioned matters, the Disputes Procedure of this Award shall be used to resolve the issue. Failing this, the parties shall refer the matter to the Industrial Commission of New South Wales for resolution.

- (11) The ordinary hours of work of resident managers and relieving managers shall be in accordance with subparagraph (1) of this paragraph except that such hours may be worked Monday to Saturday, inclusive.
  - (12) The ordinary hours of work of non-resident officers and duty officers shall be in accordance with subparagraph (1) of this paragraph; provided that such hours shall be worked between the hours of 7.00 a.m. and 10.00 p.m.; and provided further that all ordinary hours worked by non-resident officers and duty officers which commence at 12 noon or thereafter shall be paid for at the ordinary rate of wage as provided for in subclause (i) of Clause 5 - Wages, of this award, plus 15 per cent.
  - (13) A resident manager may, by agreement between the employee and the employer, take a Sunday off in lieu of a rostered day off.
- (ii) Casual Employees
- (a) The ordinary working hours of casual employees shall be a minimum of four hours per day.
  - (b) Commencing and ceasing times:
    - (1) Casuals may work ordinary hours between 7.00 a.m. and 8.00 p.m. Monday to Saturday inclusive.
    - (2) During ordinary hours, Casuals shall work a minimum four hours for each start. Outside of ordinary hours Casuals shall work a minimum of two hours for each start.
- (iii) Afternoon Shift Workers
- (a) The ordinary hours of work for afternoon shift workers shall be worked as a twenty-day, four-week cycle of eight hours each, Monday to Friday, inclusive, between the hours of 11.00 a.m. and 8.00 p.m., and shall be paid for at the ordinary rate of wage as provided for in subclause (i) of Clause 5 - Wages, of this award, plus 15 per cent, with a meal break of not less than forty-five minutes nor more than one hour on each day worked, to be taken when required by the employer with 0.4 (2/5) of one hour each day worked accruing as an entitlement to take one pre-determined day as a day off paid for as though worked, provided that such day off shall be taken in accordance with subparagraph (2) of paragraph (a) of subclause (i) of this clause and provided further that no hours shall be accrued in respect of any overtime worked, whether worked on an ordinary working day or on an overtime day.
- (iv) For the purposes of subclauses (i) and (iii) of this clause, the words "each day worked" shall include each day of annual leave taken but shall not include any day taken on any other form of leave whether or not the other form of leave is paid or unpaid leave.

#### **4. Rosters and Days Off Duty**

- (i) Every employer shall, by legible notice which shall bear the date when it is fixed, exhibit and shall keep exhibited in a place accessible to employees, the starting and finishing times for each employee, other than casual, for each day of the week within the span of hours in Clause 3 - Hours, of this award. Except as provided for in sub-paragraphs 3 and 4 of Clause 3 - Hours, Clause 15 - Meal Times, Crib Times and Meal Allowances, of this award, as to meal breaks, such roster shall not be changed unless not less than seven days notice is given by posting such alteration in the yard.
- (ii)
  - (a) All Resident Managers and Resident Arranging Officers working under this award shall be given at least one day off duty in each week. Such day off duty, excepting in the circumstances mentioned in subclauses (vii) and (viii) of this clause, shall be a full 24 hours' duration. Such day off duty shall be a rostered day, Monday to Saturday, inclusive, provided that on ten occasions per year such rostered time off shall be for a period of 36 hours. Such 36-hour period off duty

shall be arranged by agreement between the employer and the employee and shall be between 8.00 a.m. on the first day and 8.00 p.m. on the following day, subject to the availability of relief or other resident officers in the same organisation being not off duty. All other employees working in accordance with paragraph (b) of subclause (ii) of Clause 3 - Hours, of this award, shall be given at least one rostered day off duty in each week; provided that unless mutually agreed, relieving managers will be rostered off at least fifty per cent on Saturdays.

- (b) Where an employee's rostered day off duty falls on any of the days specified as a holiday in Clause 17 - Holidays, of this award, and he/she is deprived of a day off, the employee shall be given another day off duty within fourteen days.
- (iii) A roster shall be posted at each place of employment setting out days off duty not less than four weeks in advance and a register of days off duty actually taken shall be kept at each work place.
- (iv) Redirection services may be utilised by an employer during those hours where a resident manager is on his/her rostered days off duty, on annual leave or absent from the premises for any other reason, if the employer does not consider a relieving manager necessary.
- (v) It is the employer's prerogative to determine, after having considered all factors connected with a particular branch or head office, how he/she wants any particular premises attended to, i.e., by resident officers, relieving officers, non-resident officers, answer telephone or redirection signs or services or any combination of them.
- (vi) Resident Managers, Resident Arranging Officers, Relieving Managers, Non-Resident Officers and Duty Officers shall, when required for relief work in accordance with this clause, participate in rosters and work overtime to meet the needs of the industry.
- (vii) Notwithstanding anything elsewhere contained in this clause, where, through any emergency or unforeseen accident, proof whereof shall be upon the employer, the employer is unable to provide relief after 11.00 p.m., and where the employer considers it necessary to have an officer in attendance on the premises, by mutual arrangement the resident manager may be required to return to the premises at 11.00 p.m. In such cases the resident manager will be compensated by an additional half day off.
- (viii) Notwithstanding anything elsewhere contained in this clause where, through any emergency or unforeseen accident, proof whereof shall be upon the employer, an employee is required by the employer to work on the rostered day off duty, shall be given another day off duty within fourteen days after he/she has worked on such day.
- (ix) In addition to the days off prescribed in paragraph (a) of subclause (ii) of this clause, Resident Managers and Resident Arranging Officers shall be allowed an additional five days off duty in each year, such days off shall be between 8.00 a.m. and 5.00 p.m. and shall be taken as arranged between the Resident Arranging Officers and the employer.
- (x) The spouse of the Resident Manager or Resident Arranging Officer shall be allowed the same days off duty.
- (xi) An employee, when relieving a Resident Manager or Resident Arranging Officer on his/her 24 hours off duty, shall be paid the applicable overtime rates from the employee's rostered finishing time for all time worked until 11.00 p.m.; provided that this clause shall not apply to a Resident Manager or Resident Arranging Officer relieving in accordance with paragraph (b) of subclause (x) of Clause 6 - Overtime, of this award.
- (xii) An employee, when relieving a Resident Manager on his/her 24 hours off duty, who is required to remain on the premises overnight shall be paid the appropriate overtime rates from the employee's rostered finishing time until 11.00 p.m.; provided that this provision shall not apply to a Resident Manager relieving in accordance with paragraph (b) of subclause (x) of Clause 6 - Overtime, of this award. For the period 11.00 p.m. until 8.00 a.m., he/she will be paid the appropriate stand-by rate as provided in subclause (vi) of Clause 6 - Overtime, of this award; provided that subclause (iii) of Clause 6 - Overtime, of this award shall not apply.

- (xiii) An employee, when relieving a Resident Manager or Resident Arranging Officer who is off duty on a Sunday or holiday will be given a day off in lieu at a time mutually agreed between the employer and the employee for being in attendance at head office or a branch from 8.00 a.m. until 5.00 p.m. on such day. The provisions of subclauses (xi) and (xii) of this clause shall apply to any time worked after 5.00 p.m.

### 5. Wages

- (i) The rates of pay shall be the minimum to be paid to weekly employees in the classifications as set out in Table 1 of Part B of this award:

The rates of pay in this award include the adjustments payable under the State Wage Case 2006, the State Wage Case 2007 and 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.
- (ii) Casuals
- (a) Casuals may be employed in any of the classifications in subclause (i) of this clause, and shall be paid one thirty-eighth of the weekly rate for the appropriate classification plus 15 per cent.
- (b) Casual employees are also entitled to be paid 1/12th of the employee's ordinary pay, as defined in the *Annual Holidays Act 1944* to pay for the employees' annual holiday entitlement.
- (c) All sums payable to casual employees shall be paid to them at the termination of their engagement.
- (iii) Juniors
- (a) The minimum weekly rates of pay to be paid to juniors shall be the following percentages of the minimum rate of pay for the appropriate classification as set out in subclause (i) of this clause:

	Percentage
	%
18 years and under 19 years	48
19 years and under 20 years	60
20 years and under 21 years	72
21 years and over	100

- (iv) Relieving Manager

An employee relieving a resident manager on annual leave or on days off if required to reside on the premises shall be paid a weekly wage at the rate of a resident manager, a living-away allowance as set out in Item 1 of Table 2 except as provided for in subclauses (xi), (xii) and (xiii) of Clause 4 - Rosters and Days Off Duty, of this award.

- (v)

- (a) A Resident Manager who is required by his/her employer to perform the general cleaning of a business section of head office or branch premises outside the employee's normal rostered hours shall be paid a cleaning fee at the rate as set out in Item 2 of Table 2.
- (b) Such payment shall not apply to the cleaning of flower petals and like from a chapel and vestibule after a funeral service.

- (c) Work shall not be considered to have been performed for the purpose of this clause unless a claim therefore is made in the daily or weekly time sheets or otherwise within fourteen days after the performance of such work.
- (vi) Each Resident Manager shall, for the due performance of the employee's duties, reside at the premises of which the employee is manager and shall be provided therewith quarters which include necessary floor coverings and blinds and with fuel and lighting.
- (vii) An employee shall carry out all duties, as directed by the employer, which are within the limits of the employee's skill, competence and training.
- (viii) Part Time Work
  - (a) An employee may be engaged on a part time basis. A part time employee shall mean a weekly employee engaged to work regular days and regular hours, either of which are less than the number of days or hours worked by a full time employee.
  - (b) A part time employee is entitled to a minimum start per occasion of 3 continuous hours, except:
    - (i) where the employer and the employee concerned agree that there shall be a start of 2 continuous hours on 2 or more days per week, provided that:
      - 1. a 2 hour start is sought by the employee to accommodate the employee's personal circumstances, which must be specified, or
      - 2. the place of work is within a distance of 5 kilometres of the employee's place of residence
  - (c) A part time employee may work up to 38 hours per week without the payment of overtime.
  - (d) A part time employee will be paid per hour 1/38 of the weekly rate of pay prescribed for a full time employee of the same classification contained in Table 1 of Part B Monetary Rates of this Award.
  - (e) Any hours worked by a part time employee outside the ordinary hours of work as set out in Clause 1, or in addition to the 38 hours per week shall be paid at overtime rates.
  - (f) Subject to this clause, all the provisions of the award shall apply to a part time employee on a pro rata basis.

## 6. Overtime

- (i) All employees shall be paid in accordance with the following provisions:
  - (a) Time and One-Half
    - (1) Monday to Friday, inclusive, for all time worked in excess of the ordinary hours of work between 7.00 a.m. and the ordinary commencing time and for the first two hours after the ordinary ceasing time.
    - (2) Saturday for the first two hours worked in excess of the ordinary hours of work and double time thereafter.
    - (3) On Saturday for all time worked by Resident Managers and Relieving Managers on their Saturday on duty in excess of the ordinary rostered hours of work between 7.00 a.m. and 6.00 p.m.; provided that for all funeral, removal or delivery work by Resident Managers, Relieving Managers, Non-Resident Officers and Duty Officers, during their ordinary rostered hours on duty on a Saturday one-half time in addition to their ordinary pay shall be paid.

- (4) All engagements for funeral work on Saturday shall commence not later than 10.00 a.m.
- (b) Double Time
  - (1) Sunday for all time worked between 7.00 a.m. and 10.00 p.m.
  - (2) Monday to Friday, inclusive, for all time worked two hours after the ordinary ceasing time.
  - (3) Saturday for all time worked from midnight Friday to 7.00 a.m. Saturday on all work and after the first two hours of work on a Saturday morning, for hours in excess of ordinary hours as prescribed by this award.
- (c) Double Time and One-Half
  - (1) For all time worked between 7.00 a.m. and 10.00 p.m. on holidays.
  - (2) For all time worked between midnight Saturday and 7.00 a.m. on Sunday.
  - (3) For all time worked between 10.00 p.m. and midnight on a Sunday.
  - (4) For all time worked during an employee's ordinary rostered hours of work on a holiday shall be paid for at the rate of double time and one-half in addition to the ordinary weekly wage.
- (d) Treble Time
  - (1) For all time worked between the hours of midnight and 7.00 a.m. on a holiday.
  - (2) For all time worked between 10.00 p.m. and midnight on a holiday.
- (ii)
  - (a) An employee called upon to work overtime within paragraphs (b), double time, and (c), double time and one-half and (d), treble time, of subclause (i) of this clause, shall, if he/she works less than two hours, be paid for a minimum of two hours' work at the appropriate rates.
  - (b) An employee shall, in relation to all functions of his or her classification, make himself or herself available to work reasonable overtime to meet the needs of the employer having regard to the nature of the industry.
  - (c) An employee engaged on Saturday morning for funeral work shall be paid for a minimum of four hours at the appropriate rate. Such an employee may be required to perform mixed functions or any of the duties of his or her classification, during such four-hour period.
  - (d) For the purposes of the performance of overtime work on Saturday mornings the employees located at an establishment of an employer shall arrange a roster amongst themselves to ensure that the minimum requisite number of employees required by the employer on such occasions shall be available for each Saturday if such overtime eventuates.
- (iii) Each day shall be deemed to commence at midnight and finish at midnight.
- (iv) In computing overtime the rate shall be calculated on the basis of 30 minutes so that any portion of one half hour being less than one half hour shall be reckoned as thirty minutes.



- (v) An employee, recalled to work overtime in accordance with subclause (i) of this clause, after leaving his/her employer's premises, whether notified before or after leaving the employer's premises, shall be paid for a minimum of two hours at the appropriate overtime rate for each time he/she is so recalled.
- (vi) When an employee is requested and does so to hold himself or herself in readiness for a call for work after ordinary hours he/she shall be paid as set out in Item 6 of Table 2, Monday to Friday, as set out in Item 7 of Table 2, Saturday and Sunday, and for all days mentioned in subclause (i) of Clause 17 - Holidays, of this award as set in Item 8 of Table 2.
- (vii) Any employee or person employed or engaged to look after a head office or premises of a funeral director and the business connected therewith shall be granted the same conditions and overtime rates as those provided for Resident Managers or Arranging Officers excepting as provided for in subclauses (iv) and (vi) of Clause 5 - Wages, of this award.
- (viii) When an employee is working overtime which terminates at a time when his/her usual means of transport to his/her place of residence is not available the employer shall provide him/her with suitable transport, free of charge.
- (ix)
  - (a) A Resident Manager and Resident Arranging Officer shall not be entitled to overtime rates for time spent in his/her branch or in arranging funerals connected with his/her branch outside his/her ordinary working hours.
  - (b) A Resident Manager may be required to be in attendance at head office or to relieve at the branch of another resident manager on the latter's fixed weekly day off duty up to 11.00 p.m. on not more than one day in any one week without payment of overtime; provided that employees covered by Clause 33, Interchange of Employees, may be required to be in attendance at the premises of an associate company; provided that a resident manager on such occasions shall be paid one hour's travelling time at ordinary rates.
  - (c) A Resident Manager who is called away from his/her branch outside his/her ordinary working hours to do any work not connected with his/her branch (except in the circumstances referred to in paragraph (b) of this clause), or having attended head office or relieved another Resident Manager up to 11.00 p.m. as provided in paragraph (b) of this clause, is then required to remain after that time or carries out any removal or delivery outside his/her ordinary hours whether connected with his/her branch or otherwise shall be paid overtime at the appropriate rates for all time so occupied.

### 7. Carrying of Caskets

Employees are prohibited from the carrying of coffins/caskets containing a deceased person at shoulder height or above whilst engaged in funeral duties except where it is not practical to do so.

- (i) For the loading and unloading of a casket, the following shall apply:
  - (a) Body of a person over 5 years of age - two people;
  - (b) Body of a person over twelve years of age - three people;
  - (c) Body contained in a rectangular American type casket where the inside length exceeds 1.67 metres (66 inches) or the inside width exceeds 508 mm (20 inches) - four people;
  - (d) Heavy body - one additional person if reasonably required.

Provided that where a removal is carried out by means of a stretcher, only two people shall be used. Not more than one body shall simultaneously be carried on a stretcher. This proviso shall not apply to person five years of age or under.

- (ii) Where employees are engaged in the loading or unloading of a body of a person contained in a leaden casket, the number of employees to be used for such work shall be:
  - (a) under three years - two;
  - (b) between three and fifteen years - four;
  - (c) fifteen years and over - six.
- (iii) Where the distance from the funeral vehicle to the place of interment or cremation is less than 182.8 metres (two hundred yards) under no circumstances shall less than two people be engaged on the work of loading or unloading of a deceased person over five years of age and not exceeding twelve years of age nor less than three people when the deceased person is over twelve years of age; provided that not less than four people shall be engaged in the work of carrying a rectangular American type casket when the inside length of the casket exceeds 1.67 metres (sixty-six inches) and in the work of carrying a casket containing a body so heavy as reasonably to require an additional person.
- (iv) When the distance is greater than 182.8 metres (two hundred yards), there shall be one person extra in all of the cases referred to in subclause (iii) of this clause.
- (v) The manning requirements on the loading or unloading of caskets prescribed by this clause do not apply to the manning levels on a funeral, as defined by Clause 14 of this Award, when, except for funeral services followed by cortege from a church or chapel, only one person will be required for each funeral.

#### **8. Special Cases**

- (i) An employee required to do any work in connection with an exhumation shall receive an allowance as set out in paragraphs (a), (b), (c) and (d) of this subclause for each body exhumed in addition to his/her ordinary wage.
  - (a) Where a body has been buried for 14 days or less as set out in Item 13 of Table 2.
  - (b) Where a body has been buried for more than 14 days but less than 7 years and has been arterially embalmed and sealed in a metal, polythene or other approved plastic container - as set out in Item 14 of Table 2.
  - (c) Where a body has been buried for more than 14 days but less than 7 years and has not been arterially embalmed and sealed in a metal, polythene or other approved plastic container - as set out in Item 15 of Table 2.
  - (d) Where a body has been buried in excess of 7 years - as set out in Item 16 of Table 2.
- (ii) The provisions of this clause shall not operate so as to be cumulative in respect of one or more of the provisions of subclauses (i) to (vi), inclusive, of this clause.

### **PART II**

#### **CASKET AND/OR MANUFACTURING**

#### **9. Hours**

- (i) Weekly Employees

The ordinary working hours shall be 38 hours per week worked in accordance with the following provisions for a four week work cycle, the ordinary working hours shall be worked as a 20 day, four week cycle of eight hours each on Monday to Friday, inclusive, between the hours of 6.30 a.m. and 5.30 p.m., with 0.4 (2 fifths) of an hour each day worked accruing as either an entitlement to take one day off during the four week cycle as a rostered day off paid for as though worked or by agreement between the employee and the employer, an employee can work a four and a half day week.

- (ii) The rostered day off shall be within the four-week cycle between Monday to Friday on a day allocated by the employer.
- (iii) Where an employee in accordance with subclause (i) hereof, is entitled to a day off during their work cycle, such employee shall be advised by the employer at least four weeks in advance of the week day that is to be taken off.
- (iv) An employer may hold up to a maximum of five days accrued in accordance with subparagraph (i). The accrued days are to be taken at a time mutually agreed between the employer and the employee, but within 12 months of the date the first rostered day off accrued under this subparagraph. Upon termination, any untaken accrued days shall be paid to the employee.
- (v) In the absence of agreement being reached between an employer and its employees on any of the abovementioned matters, the dispute procedure of this award shall be used to resolve the issue. Failing this, the parties shall refer the matter to the Industrial Commission of New South Wales for resolution.
- (vi) Casual Employees

The ordinary working hours of casual employees shall be eight hours per day or four hours per half day, between the hours of 6.30 a.m. and 5.30 p.m.

- (vii) Every employer shall, by legible notice, which shall bear the date when it is fixed, exhibit and shall keep exhibited, in a place accessible to the employees, the starting and finishing times for each employee, other than casuals, for each day of the week within the span of hours prescribed by this clause. Except as provided for in Clause 15 - Meal Times, Crib Times and Meal Allowances, of Part III, General, of this award, as to meal breaks, such roster shall not be changed unless not less than seven days' notice is given by posting such alteration.

### 10. Wages

- (i) The following rates of pay shall be the minimum to be paid to weekly employees in the classifications as set out in Table 1 of Part B.
- (ii) The minimum weekly rates of pay to be paid to juniors shall be the following percentages of the minimum rates of pay for a Casket Maker:

	Percentage of Casket Maker Rate
	%
17 years and under	40
18 years of age	48
19 years of age	60
20 years of age	72

- (iii) Consequent upon any change in the wage fixation principles of the Industrial Commission of New South Wales, arising out of any State Wage Case or Inquiry, leave is reserved for the parties to re-submit the question of wages.
- (iv) Casuals
  - (a) Casuals may be employed in classifications (h) and (i) only, of subclause (i) of this clause, and shall be paid one 38th of the weekly rate for the appropriate classification plus 15 per cent with a minimum of four hours for each start.
  - (b) All Casuals should be employed for a minimum of four hours.
  - (c) All sums payable to casual employees shall be paid to them at the termination of their engagement.

- (v) An employee should carry out all duties as directed by the employer, which are within the limits of the employee's skill, competence and training.
- (vi) The rates of pay in this award include the adjustments payable under the State Wage Case 2006, the State Wage Case 2007 and 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.
- (vii) Part Time Work
  - (a) An employee may be engaged on a part time basis. A part time employee shall mean a weekly employee engaged to work regular days and regular hours, either of which are less than the number of days or hours worked by a full time employee.
  - (b) A part time employee is entitled to a minimum start per occasion of 3 continuous hours, except:
    - (i) where the employer and the employee concerned agree that there shall be a start of 2 continuous hours on 2 or more days per week, provided that:
      - 1. a 2 hour start is sought by the employee to accommodate the employee's personal circumstances, which must be specified, or
      - 2. the place of work is within a distance of 5 kilometres of the employee's place of residence
  - (c) A part time employee may work up to 38 hours per week without the payment of overtime.
  - (d) A part time employee will be paid per hour 1/38 of the weekly rate of pay prescribed for a full time employee of the same classification contained in Table 1 of Part B Monetary Rates of this Award.
  - (e) Any hours worked by a part time employee outside the ordinary hours of work as set out in Clause 1, or in addition to the 38 hours per week shall be paid at overtime rates.
  - (f) Subject to this clause, all the provisions of the award shall apply to a part time employee on a pro rata basis.

## 11. Overtime

- (i) All time worked outside the spread of hours prescribed by Clause 3 - Hours, of this award, or in excess of eight hours, Monday to Friday, inclusive, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.
- (ii) All time worked on a Saturday shall be paid for at the rate of time and one-half for the first two hours and double time thereafter; provided that work performed after 12 noon on a Saturday shall be paid at double time.
- (iii) Casual employees shall be paid the same rates as permanent employees of the same classification.
- (iv) An employee recalled to work overtime shall be paid a minimum of two hours for each time he/she is so recalled. Payment shall be in accordance with the rates prescribed in Clause 7 - Overtime, of Part I of this award.
- (v) In computing overtime, any portion of an hour being less than one hour shall be reckoned as one hour and the hourly rate shall be taken to the nearest cent. In calculation of overtime, any amount not

exceeding one-half cent shall be disregarded, provided that, for the purpose of this subclause, any period of ten minutes or less may be disregarded.

### **12. Sunday and Holiday Rates**

- (i) Except as provided for in subclause (iv), of Clause 6 - Overtime, of this award, all time worked on Sunday shall be paid for at the rate of double ordinary rates.
- (ii) Except as provided for in subclause (iv) of Clause 6 - Overtime, of this award, all time worked on public holidays shall be paid for at the rate of double time and one-half in addition to the ordinary weekly wage.

### **13. Tool Allowance**

The employer shall provide and keep in efficient condition all tools and/or equipment which he/she requires the employee to use or alternatively where an employee engaged in casket manufacturing is required to use his/her own tools and/or equipment, he/she shall be paid a tool allowance as set out in Item 20 of Table 2.

## **PART III**

### **GENERAL**

### **14. Definitions**

- (i) Head Office shall mean the premises which are fitted as a Funeral Parlour and the principal place of business of a Funeral Director. Where a Funeral Director has only one funeral parlour those premises shall be the Head Office.
- (ii) A Branch shall be any Funeral Parlour other than Head Office or any Agency.
- (iii) An Agency shall be any premises other than a Head Office or a Branch.
- (iv) Resident Manager at Head Office

At the Head Office of a Funeral Director incorporating a chapel, funeral parlour or workshop, a Resident Manager may be employed and if so employed shall reside on the premises and shall be paid the same wages and shall enjoy the same conditions of employment as a Branch Manager.

- (v) Resident Manager at a Branch shall mean a weekly employee required to look after, and who resides at a branch and who may be employed in any capacity in the funeral industry covered by this award, and except where otherwise provided for therein, shall be paid overtime rates and shall be entitled to all other conditions of this award applying to other employees. Any person temporarily relieving the resident manager at head office or a branch on his/her time off duty shall be granted the same conditions and overtime rates as those provided for Resident Managers but both must not be on duty at the same time.
- (vi) Relieving Manager shall mean a weekly employee who may be employed in any capacity in the funeral industry covered by this award and who is regularly employed to relieve a Resident Manager during his/her time off duty. Such employee, whilst relieving a Resident Manager shall, except where otherwise provided for herein, be granted the same conditions and overtime rates as those provided for Resident Managers, but both must not be on duty at the same time.
- (vii) Non-Resident Officer and Duty Officer

Non-Resident Officer or Duty Officer may be employed at Head Office or a Branch. His/Her ordinary working hours and limitation on work during normal hours will be as provided in subparagraph (3) of paragraph (a) of subclause (i) of Clause 3 - Hours, of Part I - Funeral Directors, of this award. Where a Non-Resident Officer or Duty Officer is employed under this category a Resident Manager need not be employed. They may be employed in any capacity in the funeral industry covered by this award.

- (viii) Resident Arranging Officer shall mean a weekly employee residing at branch premises fitted for use as a funerals chapel or parlour, and who acts in the arranging of funerals, the carrying out of any receptionist duties or any administrative functions connected with the arranging or planning of funerals and the supervision of viewing and other duties connected with the administrative conduct of that branch, but shall not be employed to do any other work in the funeral industry covered by this award.
- (ix) Arranging Officer shall mean a weekly employee required to make funeral arrangements, the carrying out of any receptionist duties or any administrative functions connected with the arranging or planning of funerals and the supervision of viewing and other duties connected with the conduct of any office of branch, but shall not be employed to do any other work in the funeral industry covered by this award.
- (x) Embalmer shall mean a weekly employee or a duly qualified casual employee engaged for more than half of his/her working time in the work of sterilisation and/or preservation of human remains and who may be employed also in any other capacity in the undertaking industry covered by this award.
- (xi) Conductors shall mean an employee engaged for more than half of his/her working time to supervise the carrying out of funerals from any place to a cemetery or crematorium and the return there from.
- (xii) Trainee Embalmer shall mean an employee engaged to perform the duties of a Shopman, as defined, and who in addition to body preparation, will perform invasive procedures under supervision of a qualified embalmer.
- (xiii) Shop person shall mean a weekly or casual employee engaged in the making, trimming, polishing or finishing of coffins, wholly or partially, and who may also be employed in any capacity in the undertaking industry covered by this award.
- (xiv) Casket Maker shall mean any employee, other than a shop person, wholly or partially engaged in the making, spraying, staining, lacquering, varnishing, and/or polishing of caskets and/or crematoria urns by hand or any mechanical process. He/She shall not be employed in any other capacity in the undertaking industry covered by this award.
- (xv) Labourer is an employee engaged to perform routine labouring duties in and about casket making production facilities.
- (xvi) Casket without limiting its general meaning, shall include any casket irrespective of the material used in its construction and manufactured for the purpose of the transfer, cremation or interment of a deceased person.
- (xvii) Funeral shall mean the conveying of a casket containing the body of a deceased person from any place direct to a cemetery, crematorium or mausoleum for the purpose of interring, cremating or entombment of the remains.  
  
No employee shall be required or permitted to deliver a deceased person to a cemetery, crematorium or mausoleum for the purpose of interring, cremating, entombment or committal of such deceased persons more than eight hours (8) prior to the commencement of service or committal for such deceased person and such employee shall not be required or permitted to deliver a deceased person to a crematorium for the purpose of cremation other than to the crematorium chapel.
- (xviii) Transfer shall mean the conveying of a deceased person from one place to another other than for the purpose of interment, cremation or entombment.
- (xix) Union shall mean The Funeral and Allied Industries Union of New South Wales.

### **15. Meal Times, Crib Times and Meal Allowance**

- (i) All employees, excluding non-resident officers and duty officers whose ordinary working hours commence at or after 12 noon, but including full day casuals, shall be allowed not less than forty-five minutes nor more than one hour for a meal, between the hours of 11.00 a.m. and 2.30 p.m. on each day, Monday to Friday.

- (ii)
  - (a) Non-resident officers and duty officers whose ordinary working hours commence between 12 noon and 2.00 p.m. shall be allowed not less than forty-five minutes nor more than one hour as an unpaid meal break at a time as close as practicable to the middle of their hours worked, Monday to Saturday, inclusive.
  - (b) Non-resident officers or duty officers whose ordinary working hours commence at 2.00 p.m. shall be allowed twenty minutes as a crib time which shall be counted as time worked, Monday to Saturday, inclusive.
- (iii) Any employee who commences work before 7.00 a.m. and who continues to work up to and including the ordinary commencing time for that day shall, in addition to the meal time prescribed in subclause (i) of this clause, be allowed twenty minutes as a crib time which shall be counted as time worked and shall be taken before commencing his/her ordinary duties.
- (iv) Half day casuals shall not be allowed a meal break.
- (v) Any employee who is not notified on or before the time he/she ceases duty on the previous day that he/she will be required to take his/her meal period at some other place than his/her recognised depot or workshop shall be paid the sum as set out in Item 21 of table 2 of Part B, to provide for a meal provided that on a Monday or a day succeeding a public holiday such notification may be given at the last known address of the employee not later than the time reasonably necessary for the employee to travel from his/her home to his/her recognised depot or workshop. The allowance prescribed herein shall be paid for on a daily basis.
- (vi) Within six hours after his/her actual commencing time or within five hours after his/her ordinary rostered commencing time an employee shall be granted a meal break and if the employee is not granted a meal break, in accordance with subclause (i), of this clause, he/she shall, before commencing a new job, be granted a crib break of twenty minutes which shall be counted as time worked.
- (vii) An employee required to work overtime for more than two hours immediately after his/her ordinary ceasing time shall be allowed a crib break of twenty minutes which shall be counted as time worked.
- (viii) Employees required to commence work at or before 6.00 a.m. or who are required to work overtime for more than two hours after the ordinary ceasing time shall be paid a meal allowance as set out in Item 22 of Table 2. This subclause shall not apply in respect to removals or deliveries performed at or before 6.00 a.m. and shall not apply in cases where an employee is recalled for overtime on a particular day.
- (ix) Employees required to work after 7.00 p.m. on Saturdays, Sundays and public holidays shall be paid a meal allowance as set out in Item 23 of Table 2.

#### **16. Saturday and Sunday**

- (i) The only work permitted on a Saturday after 12 noon and on a Sunday shall be arranging funerals, transfers, deliveries, coffining, trimming and making of caskets, preservation work and/or wet cleaning or dusting of vehicles. This clause shall not apply to funerals which commence before 12 noon on a Saturday.
- (ii) On a Saturday, a Sunday or a public holiday within six hours of his/her actually commencing work or not later than five hours after his/her rostered starting time fixed for week days in accordance with subclause (i), of Clause 4 - Rosters and Days Off Duty (Part I), of this award, an employee if he/she is required to work continuously thereafter, shall be granted a meal break of not less than forty-five minutes. If an employee is not granted such meal break he/she shall be allowed a crib break of twenty minutes which shall be counted as time worked.

### 17. Holidays

- (i) The following day or days observed as such shall be holidays, viz., New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day or Eight Hour Day, Christmas Day, Boxing Day and all days proclaimed or observed as holidays for the State..
- (ii) All days mentioned in subclause (i) of this clause shall be closed days, with the exception of Easter Monday, Easter Saturday and Queens Birthday and shall be free from work except arranging transfers, removals, deliveries, coffining, trimming and/or preservation work; provided that when the observance of Boxing Day results in there being four consecutive holidays then on that occasion Boxing Day shall not be a closed day.
- (iii) Every employee allowed a holiday specified herein shall be deemed to have worked, in the week in which the holiday falls, the number of ordinary working hours he/she would have worked had the day not been a holiday and shall be paid at the appropriate rate of pay prescribed by this award.
- (iv) An employee required to work on a holiday shall be so notified not later than 5.00 p.m. on the day preceding the holiday.
- (v) A relieving manager shall be paid for all holidays specified in this clause if they occur whilst he/she is relieving in a branch or head office or be given another day off in lieu of each such holiday within 14 days from the termination of his/her relief duty.
- (vi) Employees will not be entitled to the payment specified in subclause (iii) for holidays prescribed in subclause (i) of this Clause if the employee has not complied with the requirements of subclause (iv)(d) of Clause 22 of this Award.

### 18. Annual Leave

- (i) For annual holidays all employees, other than Branch Managers, Resident Managers and Resident Arranging Officers, see *Annual Holidays Act 1944*.
- (ii) Branch Managers, Resident Managers and Resident Arranging Officers shall, at the end of each year of employment by an employer, become entitled to an annual holiday of five working weeks on ordinary pay; provided that when a holiday specified in Clause 17 - Holidays, of this award, falls within the Branch Manager's, Resident Manager's and Resident Arranging Officer's annual leave period an additional day shall be added to his/her annual leave for each such holiday.
- (iii) The carrying on of the branch during the Branch Manager's, Resident Manager's and Resident Arranging Officer's annual leave shall be by mutual arrangement between the employer, Branch Manager or Resident Arranging Manager and Resident Arranging Officer going on leave. In the event of the parties being unable to agree the matter shall be referred to the Funeral Industry (State) Conciliation Committee.
- (iv)
  - (a) In the event of a Branch Manager, Resident Manager or Resident Arranging Officer being dismissed or leaving his/her employment, and that period of employment is less than twelve months, his/her annual leave entitlement shall be at the rate of 5/47ths of his/her ordinary rate of pay for the number of weeks he/she was so employed. Payment shall be made by the employer at the termination of the employee's services.
  - (b) Only in the circumstances mentioned in paragraph (a) of this subclause shall an employer make payment in lieu of annual holidays, and only under the same circumstances shall an employee receive such payment. For the purposes of administering this clause the term (ordinary pay) shall be as defined in the *Annual Holidays Act 1944*.



### 19. Annual Holidays Loading

- (i) In this clause the *Annual Holidays Act 1944* is referred to as "the Act".
- (ii) Before an employee is given and takes his/her annual holiday, or, where by agreement between the employer and the employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay his/her employee a loading determined in accordance with this clause. (Note: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (vi), of this clause.)
- (iii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act.
- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes entitled under the Act and this award, or, where such a holiday is given and taken in separate periods then in relation to each such separate period.

(NOTE: See subclause (vi) as to holidays taken wholly or partly in advance.)

- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv) of this clause at the rate per week of 17½ per cent of the appropriate ordinary weekly time rate of pay prescribed by Clause 5 - Wages, and Clause 10 - Wages, of this award, for the classification in which the employee was employed immediately before commencing his/her annual holiday together with the leading hand allowance where applicable but shall not include any other allowances, penalty or disability rates, overtime rates or any other payments prescribed by this award.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when he/she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (v) of this clause applying the award rates payable on the day.
- (vii) Where, in accordance with the Act, the employer's establishment, or part of it, is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:
  - (a) An employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (v) of this clause.
  - (b) An employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him under the Act such proportion of the loading that would have been payable to him under this clause if he/she had become entitled to an annual holiday prior to the close-down as his/her qualifying period of employment in completed weeks bears to 52.
- (viii)
  - (a) Where the employment of an employee is terminated by his/her employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he/she becomes entitled the employee shall be paid a loading calculated in accordance with subclause (v), of this clause, for the period not taken.
  - (b) Except as provided by paragraph (a) of this subclause no loading is payable on the termination of an employee's employment.

### 20. Long Service Leave

See *Long Service Leave Act 1955*.

### 21. Long Service Leave Allowance

- (i) All employees after five years continuous service with one employer shall be paid in addition to the rates prescribed by Clauses 5 and 10 - Wages of this award, a long service bonus of the amount as set out in Items 24, 25, 26 and 27 of Table 2.
- (ii) Payment due under this clause shall be made on the usual pay day, when other payments under this award are made.
- (iii) For the purpose of this clause continuous service shall not be deemed to have been broken by absence whilst a member of the Defence Forces of the Commonwealth in time of war. Continuous service shall not be deemed to have been broken by absence from the industry not exceeding six months in the aggregate or absence on account of illness or with the consent of the employer.

### 22. Sick Leave

- (i) All employees other than casuals, with not less than 2 months' continuous service in the industry covered by this award who are absent from their work by reasons of personal illness or injury, not being from an injury arising out of or in the course of employment, shall be entitled to leave of absence without deduction of pay subject to the following conditions and limitations:
  - (a) the employee shall, within 24 hours of the commencement of such absence, inform the employer of his/her inability to attend for duty and, as far as practicable, state the nature of his illness or injury and the estimated duration of the absence;
  - (b) the employee shall furnish to the employer such evidence as the employer may desire that he/she was unable, by reasons of such illness or injury, to attend for duty on the day or days for which sick leave was claimed;
  - (c) the employee shall not be entitled in any year, whether in the employ of one employer or several in the aforesaid industry in such year, to leave in excess of 38 hours of ordinary time (to accrue on the basis of 3.16 hours per month) for his/her first year of service, or to leave in excess of 76 hours of ordinary time (to accrue on the basis of 6.34 hours per month) for the second and subsequent years of continuous employment.
- (ii) Where an employee is absent from employment on the working day or part of the working day immediately preceding or immediately following:
  - (a) a Holiday as defined by Clause 17 of this Award; or
  - (b) before or after a period of annual leave during which a holiday or holidays occur as defined without reasonable excuse, the employer's consent, or such other evidence as the employer may require, the employee shall not be entitled to payment for such holiday or holidays.
- (iii) If the full period of sick leave is not taken in any year, the whole or any untaken portion shall be cumulative from year to year provided that an employer shall not be bound to credit an employee for sick leave which accrued more than twelve years before the end of the last completed year of service.

### 23. Termination of Employment

- (i) In order to terminate the employment of an employee, other than a Branch Manager, Resident Manager and Resident Arranging Officer, the employer shall give to the employee the following notice or payment in lieu of notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks

5 years and over

4 weeks

- (ii) In the case of a Branch Manager, Resident Manager and Resident Arranging Officer the Employer must give a minimum of 3 weeks notice of termination of employment for Branch Manager's, Resident Manager's and Resident Arranging Officer's with less than 5 years continuous service and 4 weeks notice of termination to a Branch Manager, Resident Manager and Resident Arranging Officer's with more than 5 years continuous service, to enable them to seek alternative accommodation.
- (iii) In addition to the notice above, employees over 45 years of age at the time of giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.

#### **24. Personal/Carer's Leave**

##### (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 24(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 22, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The employee shall, if required:
  - (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
  - (2) 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;
  - (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 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 the facto spouse of the employee; or
    - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
      - (1) "relative" means a person related by blood, marriage or affinity;

- (2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
- (3) "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

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

Where the parties are unable to reach agreement the disputes procedure at clause 41, Dispute Avoidance and Grievance Procedure, should be followed.

(2) Unpaid Leave for Family Purpose

- (a) 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 24(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 paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) 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.
- (d) 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.

(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 time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

(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
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
  - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
  - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
  - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.
- (7) Personal Carers Entitlement for casual employees
- (a) Subject to the evidentiary and notice requirements in 24(1)(b) and 24(1)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 24(1)(c)(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
  - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

## 25. Rest Pause

Where practicable employees shall be allowed ten minutes in the morning and ten minutes in the afternoon, to be taken at a convenient time for the purpose of refreshment; such periods to count as working time.

## 26. Provision of Clothing, Gloves, Etc

- (i) Uniforms are to be provided and maintained by employer as follows- employer's to provide 4 shirts or blouses and wet weather clothing including raincoat each year. The laundering of uniforms is the responsibility of the employee. All items of clothing remain the property of the employer.
- (ii)
  - (a) All permanent employees required by the employer to wear a driver's uniform consisting of a coat, trousers, and raincoat shall be supplied with such items of clothing by the employer. The uniform supplied by the employer shall also be maintained by the employer. This maintenance shall be deemed to include dry cleaning where the employee has not wilfully or carelessly treated the said uniform.
  - (b) Casual employees who are required by their employer to supply and maintain their own uniform shall be paid a clothing allowance as set out in Item 28 of Table 2 for each half day or part thereof they attend for work.

- (c) All employees covered by subclauses (viii) and (ix) of this clause shall be supplied by the employer with a minimum of four shirts per annum of the type stipulated by the employer, two of which shall be supplied at the commencement of the employment in the case of employees engaged after the coming into force of this award. Maintenance and laundering shall be the responsibility of the employee
- (d) The ownership of all items of clothing or any apparel of whatsoever nature supplied to any employee under this section shall be vested in the employer and shall be deemed to belong to the employer and the employee will hold himself or herself responsible for the due care of all such items of clothing or apparel and shall forthwith return all such items of clothing and apparel supplied to him/her by the employer on termination of his/her employment.
- (iii) All employees who are required to wash, clean, polish or service vehicles shall be provided with overalls or other protective clothing which shall remain the property of the employer. Such clothing shall, upon request, be renewed if the employer is satisfied that they are worn out or are unusable through damage not caused by the employee's default.
- (iv) All employees required to wash motor vehicles shall be provided by the employer with rubber boots when requested by the employee.
- (v) All casket makers and polishers shall be supplied with overalls by the employer;
- (vi) All casket makers shall be provided with a suitable hand cream.

#### **27. Funeral Vehicles**

Transfer vehicles shall be so divided between the driver's compartment and the compartment carrying the remains as to provide reasonable isolation for the employees. This may be achieved by a fixed partition, a rigid or flexible canopy, or other approved methods.

#### **28. Compassionate Leave**

- (i) An employee, other than a casual employee, shall be entitled to a maximum of three days compassionate leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person within Australia as prescribed in subclause (iii) of this clause.
- (ii) The employee must notify the employer as soon as practicable of the intention to take compassionate leave and will provide, to the satisfaction of the employer proof of death.
- (iii) Compassionate leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of Clause 24 - State Personal/Carer's Leave Case - August 1996, provided that, for the purpose of compassionate leave, the employee need not have been responsible for the care of the person concerned.
- (iv) 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.
- (v) Compassionate leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (5) and (6) of the said subclause 24. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vi) Bereavement entitlements for casual employees
  - (a) Subject to the evidentiary and notice requirements in 28(ii) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 24(1)(c)(ii) of clause 24, Personal/Carer's Leave.

- (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.

### 29. Jury Service

An employee on weekly hiring required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.

An employee shall notify his/her employer as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give his/her employer proof of his/her attendance, the duration of such attendance and the amount received in respect of such jury service.

### 30. Payment of Wages

All wages shall be paid on a Thursday during ordinary working hours by cash, cheque or electronic funds transfer. Each pay envelope shall be endorsed with the gross amount payable to the employee and an itemised statement of the amounts and reasons for deductions.

### 31. Union Meetings

Employees shall be entitled to be paid for two meetings for the purpose of discussing matters affecting the award each calendar year, subject to the following:

- (i) The meeting shall be called by the secretary of the union, who shall notify at least 14 days in advance of such meeting the Australian Business Industrial and Employers First™ and The Funeral Directors' Association of New South Wales Limited.
- (ii) The maximum time allowed away from work for each meeting shall be of not more than 4 hours including travelling time. Employees shall attend for duty for any part of the rostered day occurring before or after the meeting.
- (iii) Employees shall produce satisfactory proof that they attended the meeting.
- (iv) Such meetings shall commence not earlier than 1.00 p.m.
- (v) Such meetings shall not be convened:
  - (a) on a day immediately preceding or immediately following a day on which a meeting of members of the union bound by the Crematoria Employees (State) Award or of members of the Union bound by the Cemetery Employees (Cumberland, Northumberland, Wollongong and Central Illawarra) Award has been called for or is held; nor
  - (b) on a Monday or a Friday; nor
  - (c) on a weekday immediately preceding or immediately following a holiday within the meaning of Clause 17 - Holidays, of this award or on a day gazetted in lieu of a public holiday.

### 32. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- (a) the employee or employee's spouse is pregnant; or
  - (b) the employee is or has been immediately absent on parental leave.

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

(3) Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:
- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
  - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
  - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

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

(d) Request to return to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(4) Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
  - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.



- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

### 33. Interchange of Employees

Where two or more persons, firms or companies are carrying on business in association with interchange of employees every permanent employee shall upon engagement, be supplied with a written notification stating the name of his/her employer.

### 34. Entering Premises

An employee shall not enter the employer's premises before the time specified as the starting time for work shown on the roster, nor remain on the premises after the ceasing time unless he/she is required to do so by the employer for the purpose of working overtime.

### 35. Right of Entry

See *Industrial Relations Act 1996*.

### 36. Sydney Chevra Kadisha

This award shall apply to and shall be binding upon Sydney Chevra Kadisha, its successor or assignee, subject to the following conditions:

- (i) The provisions of the said award applying to Sunday shall be observed on Saturday.
- (ii) For the words Monday to Saturday or Monday to Friday, wherever appearing in this award, read the words Sunday to Friday or Sunday to Thursday, as the case may be.
- (iii) The employee who resides on the Society's premises situated at Oxford Street, Woollahra, shall, for the purposes of this award, be regarded as a Branch Manager and the conditions of employment and wages prescribed by this award for Branch Managers shall apply to that employee.
- (iv) The following days shall be substituted for the holidays specified in Clause 17 - Holidays, of this award, viz:
- the first and seventh days of Passover;
- the first day of Pentecost;
- the first day of the Jewish New Year;
- the day of Atonement;
- the first and eighth days of Tabernacles.
- (v) Notwithstanding this Clause, during any of the following:
- (a) The Jewish New Year;
- (b) The Day of Atonement;
- (c) The Days of Tabernacles;
- (d) The Jewish Feast of Passover; and
- (e) The Jewish Pentecost

Funeral. Services Can be Carried Out on the Sunday at the Appropriate Rates.

### 37. Embalming

Embalming must be carried out under the supervision of a person who holds an approved qualification and in proper clinical and hygienic conditions.

### 38. Redundancy

(i) Application

- (a) This clause shall apply in respect of full-time and part-time employees.
- (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- (c) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (d) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(ii) Introduction of Change

(a) Employer's duty to notify

- (1) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (2) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(b) Employer's duty to discuss change

- (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in paragraph (a) of this subclause.
- (3) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer

shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iii) Redundancy

(a) Discussions before terminations

- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to subparagraph (1) of paragraph (a) of subclause (ii) above, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (1) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (3) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iv) Termination of Employment

(a) Notice for changes in production, programme, organisation or structure

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "programme", "organisation" or "structure" in accordance with subclause (ii) (a)(1) above.

- (1) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

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

(b) Notice for technological change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with subclause (ii)(a)(1) above:

- (1) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
  - (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
  - (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the Long Service Leave Act, 1955, the Annual Holidays Act, 1944, or any Act amending or replacing either of these Acts.
- (c) Time off during the notice period
- (1) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
  - (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (d) Employee leaving during the notice period
- If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (e) Statement of employment
- The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- (f) Notice to Centrelink
- Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (g) Centrelink Employment Separation Certificate
- The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Centrelink.
- (h) Transfer to lower paid duties
- Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii) above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

## (v) Severance Pay

- (a) Where an employee is to be terminated pursuant to subclause (iv) above, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

- (1) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Under 45 Years of Age	Years of Service Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (2) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and over entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (3) 'Weeks pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.

## (b) Incapacity to pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) above.

The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause (i) above will have on the employer.

## (c) Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) above if the employer obtains acceptable alternative employment for an employee.

### 39. Superannuation

## (i) Superannuation Legislation

The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the

*Superannuation Industry (Supervision) Act 1993*, the *Superannuation (Resolution of Complaints) Act 1993* and s124 of the *Industrial Relations Act 1996 (NSW)*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

(ii) Subject to the requirements of this legislation, superannuation contributions may be made to:

- (1) ARF (Australia Retirement Fund);
- (2) ASSET (Australian Superannuation Savings Employment Trust); or
- (3) Such other funds that comply with the requirements of the legislation.

#### **40. 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 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.

#### **41. Dispute Avoidance and Grievance Procedure**

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

(i) Procedure relating to grievance of an individual employee:

- (a) The employee shall notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- (b) The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of the discussion, the employer must provide a response to the employees' grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (e) While a procedure is being followed, normal work must continue.
- (f) The employer may be represented by an Industrial Organisation of Employers and the employee may be represented by an Industrial Organisation of Employees for the purpose of each procedure.

(ii) Procedure for a dispute between an employer and the employees:

- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (b) Reasonable time levels must be allowed for discussion at each level of authority.
- (c) While a procedure is being followed, normal work must continue.
- (d) The employer may be represented by an Industrial Organisation of Employers and the employee may be represented by an Industrial Organisation of Employees for the purpose of each procedure.

#### **42. Traineeships**

As to traineeships for person covered by this award, see the Training Wage (State) Award 2002 published 26 September 2003 (341 I.G. 569) or any successor thereto.

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

- (a) This award is made following a review under section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Funeral Industries (State) Award published 22 July 2005 (352 I.G. 657), as varied.



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

- (b) It shall apply to all persons employed in the classifications prescribed by Clause 5 - Wages, of Part I - Funeral Directors and Clause 10, Wages, of Part II - Casket Manufacturing, of this award, excluding the County of Yancowinna, within the jurisdiction of the Funeral Industry (State) Conciliation Committee.
- (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 11 November 2008.

## PART B

### MONETARY RATES

Table 1 - Wages

#### PART 1 - FUNERAL DIRECTORS

Classification	Base Rate	New Base Rate as at 2006 SWC Variation	Hourly Rate	New Base Rate as at 2007 SWC Variation	Hourly Rate	New Base Rate as at 2008 SWC Variation	Hourly Rate
	\$	\$	\$	\$	\$	\$	\$
Resident Manager	645.85	665.85	17.52	685.85	18.05	713.30	18.77
Embalmer	635.95	655.95	17.26	675.95	17.79	703.00	18.50
Resident Arranging Officer	623.15	643.15	16.93	663.15	17.45	689.70	18.15
Relieving Manager	623.15	643.15	16.93	663.15	17.45	689.70	18.15
Non Resident & Duty Officer	623.15	643.15	16.93	663.15	17.45	689.70	18.15
Arranging Officer	620.55	640.55	16.86	660.55	17.83	686.95	18.08
Conductor	623.15	643.15	16.93	663.15	17.45	689.70	18.15
Shop Person	611.25	631.25	16.61	651.25	17.14	677.30	17.82
Trainee Embalmer 1st	611.25	631.25	16.61	651.25	17.14	677.30	17.82
Trainee Embalmer 2nd	619.65	639.65	16.83	659.65	17.36	686.05	18.05
Trainee Embalmer 3rd	627.95	647.95	17.05	667.95	17.58	694.65	18.28
Qualified Embalmer	635.95	655.95	17.26	675.95	17.79	703.00	18.50

#### PART II - CASKET MANUFACTURING

Classification	Base Rate	New Base Rate as at 2006 SWC Variation	Hourly Rate	New Base Rate as at 2007 SWC Variation	Hourly Rate	New Base Rate as at 2008 SWC Variation	Hourly Rate
	\$	\$	\$	\$	\$	\$	\$
Labourer	525.85	545.85	14.36	565.85	14.89	588.50	15.49
Process Worker	574.75	594.75	15.65	614.75	16.18	639.35	16.82
Grade 1	599.45	619.45	15.30	639.45	16.83	665.05	17.50
Grade 2	611.25	631.25	16.61	651.25	17.14	677.30	17.82

Junior Employees	Percentage of Grade 2
17 Years and under	40%
18 Years of age	48%
19 Years of age	60%
20 Years of age	72%

**Table 2 - Other Rates And Allowances**

Item No.	Clause No.	Brief Description	Amount as at 2006 SWC Variation \$	Amount as at 2007 SWC Variation \$	Amount as at 2008 SWC Variation \$
1	5 (iv)	Living-away Allowance - Relieving Manager	76.39 per week	79.45 per week	82.63 per week
2	5 (v)(a)	Cleaning (outside normal hours) - Resident Manager	12.25 per hour	12.74 per hour	13.25 per hour
3	6 (vi)	Stand by Monday to Friday	10.96 per day	11.40 per day	11.86 per day
	6 (vi)	Stand by Saturday/Sunday	21.13 per day	21.98 per day	22.86 per day
	6 (vi)	Ready for after hours work	39.50 per day	41.08 per day	42.72 per day
13	8(vi)(a)	Exhumation -14 days or less	59.26	61.63	64.10
14	8(vi)(b)	Exhumation - (embalmed) 14 days to 7 years	71.01	73.85	76.80
15	8(vi)(c)	Exhumation - (not embalmed) 14 days to 7 years	118.29	123.02	127.94
16	8(vi)(d)	Exhumation - in excess of 7 years	59.26	61.63	64.10
20	13	Tool Allowance	4.45 per week	4.45 per week	4.63 per week
21	15(v)	Meal at other than usual place (without notification)	10.28	10.68	11.14
22	15(viii)	Meal Allowance	10.28	10.68	11.14
23	15(ix)	Meal Allowance - Saturdays, Sundays, Holidays	10.28	10.68	11.14
24	21(i)	Long Service Bonus - 5 and under 10 years	7.21 per week	7.50 per week	7.80 per week
25	21(i)	Long Service Bonus - 10 and under 15 years	13.81 per week	14.36 per week	14.93 per week
26	21(i)	Long Service Bonus -15 and under 20 years	18.57 per week	19.31 per week	20.08 per week
27	21 (i)	Long Service Bonus - 20 years and over	29.88 per week	31.08 per week	32.32 per week
28	26(ix)	Clothing Allowance - casuals	2.20 per half day or part thereof	2.27 per half day or part thereof	2.32 per half day or part thereof

The 2006 and 2007 State Wage Case variations contained in Part B of this award shall take effect from the beginning of the first pay period to commence on or after 3 October 2008.

The 2008 state wage case variations contained in Part B of this award shall take effect from the beginning of the first pay period to commence on or after 3 October 2009.

Funeral Industry (State) Conciliation Committee

Industries And Callings

Undertakers, undertakers' assistants, branch managers, shopmen employed in making, trimming or polishing coffins, and coffin-makers and yardmen, coachmen, motor-drivers

and horse-drivers (including casual employees), employed in connection therewith in the State, excluding the County of Yancowinna.

E. A. R. BISHOP, Commissioner

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(1657)

**SERIAL C6898**

## **ILLAWARRA WASTEWATER STRATEGY PROJECT CONSENT AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1561 of 2008)

Before Commissioner Connor

14 November 2008

### **ORDER OF RESCISSION**

The Industrial Relations Commission of New South Wales orders that the Illawarra Wastewater Strategy Project Consent Award published 13 December 2002 (337 I.G. 396) as varied, be rescinded on and from 14 November 2008.

P. J. CONNOR, Commissioner

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Printed by the authority of the Industrial Registrar.

**LAUNDRY 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 2253 of 2008)

Before Commissioner Ritchie

11 December 2008

**VARIATION**

1. Delete subclause (ii), of clause 5, Skilled Based Classification Structure of the award published 8 February 2002 (331 I.G. 63), and insert in lieu thereof the following:
  - (ii) 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	Current Amount \$	SWC 2008 Adjustment \$	SWC 2008 Amount \$
Level One Employee	532.80	21.31	554.10
Level Two Employee	553.60	22.14	575.70
Level Three Employee	578.70	23.15	601.80
Level Four Employee	595.30	23.81	619.10

**Table 2- Other Rates and Allowances**

Item No.	Clause No.	Description	Current Amount \$	SWC 2008 Amount \$
1	4(iii)(c)	Leading Hand Allowance 3 to 10 employees	23.95 p/wk	24.90
		Over 10 employees	39.25 p/wk	40.80
2	16(iv)	Meal Allowance	8.50	8.90
3	32(ii)	First Aid	1.85	1.90

"Note": These allowances are contemporary for expense related allowances as at 30 March 2008 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 full pay period to commence on or after 11 December 2008.

D.W. RITCHIE, Commissioner

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(1444)

**SERIAL C6899**

## **MID COAST COUNTY COUNCIL ENTERPRISE AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1704 of 2008)

Before Commissioner Stanton

20 October 2008

### **ORDER OF RESCISSION**

The Industrial Relations Commission of New South Wales orders that the Mid Coast County Council Enterprise Award 2004 published 6 January 2006 (355 I.G. 959) as varied, be rescinded on and from 20 October 2008.

J.D. STANTON, Commissioner

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Printed by the authority of the Industrial Registrar.

**NURSING HOMES, &c., NURSES' (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2200 of 2008)

Before Commissioner McLeay

3 December 2008

**VARIATION**

1. Delete subclause (iv) of clause 50, Area, Incidence and Duration of the award published 28 November 2008 (366 I.G. 1320), and insert in lieu thereof the following:
  - (iv) The rates of pay in this award reflect the adjustments that would otherwise be payable under the State Wage Case 2008. These adjustments may be offset against any equivalent overaward payments. The rates of pay and allowances in Part B, Monetary Rates take effect from the first pay period on or after 7 December 2008.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	Beginning of FPP to commence on or after 07/12/08 \$
Assistant in Nursing/ Trainee Enrolled Nurse	
Under 18:	
1st year	510.70
2nd year	533.30
Thereafter	554.50
Over 18:	
1st year	600.00
2nd year	618.70
3rd year	637.40
Thereafter	656.60
Enrolled Nurse :	
1st year	732.20
2nd year	747.30
3rd year	763.20
4th year	778.90
Thereafter	794.60



Registered Nurse General, M.R. Psych., Infants, Geriatric, Midwifery	
1st year	827.10
2nd year	871.00
3rd year	914.80
4th year	961.70
5th year	1,008.30
6th year	1,055.00
7th year	1,108.20
8th year	1,152.80
Nursing Unit Manager (personal to current occupants as at 01.03.99)	
Level I	
1st year	1,276.40
2nd year	1,311.90
Level II	1,343.50
Level III	1,378.60
Nurse undergoing pre registration assessment	715.90
Clinical Nurse Specialist	1,199.30
Clinical Nurse Consultant	1,412.70
Clinical Nurse Educator	1,199.30
Nurse Educator	
1st year	1,276.40
2nd year	1,311.90
3rd year	1,343.50
4th year	1,412.70
Senior Nurse Educator	
1st year	1,446.40
2nd year	1,475.60
3rd year	1,524.20
Assistant Director of Nursing <150 beds	1,311.90
150-250 beds	1,412.70
250 beds	1,446.40
Deputy Director of Nursing	
Less than 20 beds	1,337.90
20-75 beds	1,372.00
75-100 beds	1,403.30
100-150 beds	1,432.70
150-200 beds	1,475.60
200-250 beds	1,524.20
250-350 beds	1,580.40
350-450 beds	1,636.10
450-750 beds	1,696.20
750+ beds	1,761.00
Director of Nursing	
Less than 25 beds	1,493.80
25- 50 beds	1,580.40
50-75 beds	1,613.90
75-100 beds	1,647.20
100-150 beds	1,694.00
150-200 beds	1,749.90
200-250 beds	1,805.50
250-350 beds	1,872.80
350-450 beds	1,984.50
450-750 beds	2,098.40
750+ beds	2,228.90

**Table 2 - Other Rates and Allowances**

Brief Description	Clause No	Beginning FPP commence on or after 07/12/08 \$
In charge of nursing home less than 100 beds	10 (i)(a)	20.49 per shift
In charge of nursing home 100 beds & <150 beds	10 (i)(a)	33.01 per shift
In charge of ward/unit	10 (i)(b)	20.49 per shift
On call	10 (ii)(a)	18.27 per 24 hrs or part thereof
On call on rostered days off	10 (ii)(b)	36.54 per 24 hrs or part thereof
On call during meal break	10 (ii)(c)	9.89 per period
Travelling Allowance	10 (ii)(d) & (iii)	62.43 cents per kilometre
Climatic Allowance	11(i)	3.79 per week
Isolation Allowance	11(ii)	7.32 per week
Expense allowance for DONs Less than 100 beds 100-299 300-499 Over 500 beds	13	226.00 pa 451.00 pa 677.00 pa 903.00 pa
Uniform	16(iii)(a)	6.06 per week
Shoes	16(iii)(a)	1.89 per week
Cardigan or Jacket	16(iii)(b)	1.82 per week
Stockings	16(iii)(c)	3.15 per week
Socks	16(iii)(d)	0.62 per week
Laundry	16(iv)	5.06 per week
Meal on overtime	18(viii)	8.92 per meal
Breakfast	28(i)(c)	3.34 per meal
Other Meals	28(i)(c)	6.04 per meal

**Table 3 - Continuing Education Allowances**

Item No.	Brief Description	Clause No.	Beginning FPP commencing on or after 07/12/08 \$
1	Continuing education allowance: Registered Nurse	10A (vii)	17.20 per week
2	Continuing education allowance: Registered Nurse	10A (viii)	28.66 per week
3	Continuing education allowance:: Registered Nurse	10A(ix)	34.39 per week
4	Continuing education allowance: Enrolled Nurse	10A(x)	11.46 per week

3. This variation shall take effect from the beginning of the first pay period to commence on or after 7 December 2008.

J. McLEAY, Commissioner

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## **PRINTING INDUSTRIES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C6781 published 30 January 2009

(367 I.G. 101)

(No. IRC 1894 of 2008)

### **CORRECTION**

1. In instruction 2, for the words "SWC 2007" appearing in the header of the fifth column of Table 2 - Other Rates and Allowances, substitute "SWC 2008".
2. For the date "19 January 2008" appearing in instruction 3, substitute "19 January 2009".

G. M. GRIMSON *Industrial Registrar.*

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## PRIVATE HOSPITALS, AGED CARE AND DISABILITY SERVICES INDUSTRY (TRAINING) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2184 of 2008)

Before Commissioner Murphy

4 December 2008

### VARIATION

1. Delete paragraph (x) of subclause (b) of clause 6, Employment Conditions, of the award published 2 June 2000 (315 I.G. 1404) and insert in lieu thereof the following:
  - (x) Minimum and maximum hours of work for part-time employees specified in the Parent Award shall apply to part-time Trainees also.

#### Example of the calculation for the Wage Rate for a Part-Time Traineeship

A school student commences a Traineeship in Year 11. The ordinary hours of work in the Parent Award are 38. The Training Contract specifies two years (24 months) as the length of the Traineeship.

"Average weekly training time" is therefore  $7.6 \times 12/24 = 3.8$  hours.

"Trainee hours" totals 15 hours; these are made up of 11 hours work which is worked over 2 days of the week plus 1-1/2 hours on the job training plus 2-1/2 hours off the job approved training at school and at TAFE.

So the wage rate in Year 11 is:

$$\$246 \times \frac{15 - 3.8}{30.4} = \$90.63 \text{ plus any applicable penalty rates under the Parent Award.}$$

The wage rate varies when the student completes Year 11 and passes the anniversary date of 1 January the following year to begin Year 12 and/or if "Trainee hours" changes.

2. Delete subclause (e) of Clause 7, Wages and insert in lieu thereof the following:
  - (e) 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 payments; and/or
    - (b) award wage increases since 29 May 1991 other than safety net State Wage Case and minimum rates adjustments.

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

## PART B

### MONETARY RATES

**Table 1 - Industry/Skill Level A**

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

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	246.00	271.00	326.00
Plus 1 year out of school	271.00	326.00	379.00
Plus 2 years	326.00	379.00	441.00
Plus 3 years	379.00	441.00	504.00
Plus 4 years	441.00	504.00	504.00
Plus 5 years or more	504.00	504.00	504.00

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 - 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	246.00	271.00	315.00
Plus 1 year out of school	271.00	315.00	363.00
Plus 2 years	315.00	363.00	426.00
Plus 3 years	363.00	426.00	486.00
Plus 4 years	426.00	486.00	486.00
Plus 5 years or more	486.00	486.00	486.00

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 - Weekly Rates - Industry/Skill Level C**

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

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	246.00	271.00	312.00
Plus 1 year out of school	271.00	312.00	352.00
Plus 2 years	312.00	352.00	392.00
Plus 3 years	352.00	392.00	439.00
Plus 4 years	392.00	439.00	439.00
Plus 5 years or more	439.00	439.00	439.00

**Table 4 - School Based Trainees**

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Skill Levels A, B and C	246.00	271.00

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

**Table 5 - Hourly Rates for Trainees Who Have Left School**

	Year 10 \$	Year 11 \$	Year 12 \$
<b>Skill Level A</b>			
School leaver	8.11	8.93	10.71
1 year after leaving school	8.93	10.71	12.45
2 years +	10.71	12.45	14.51
3 years +	12.45	14.51	16.59
4 years +	14.51	16.59	16.59
5 years +	16.59	16.59	16.59
<b>Skill Level B</b>			
School leaver	8.11	8.93	10.37
1 year after leaving school	8.93	10.37	11.94
2 years +	10.37	11.94	14.03
3 years +	11.94	14.03	15.97
4 years +	14.03	15.97	15.97
5 years +	15.97	15.97	15.97
<b>Skill Level C</b>			
School leaver	8.11	8.93	10.26
1 year after leaving school	8.93	10.26	11.56
2 years +	10.26	11.56	12.90
3 years +	11.56	12.90	14.44
4 years +	12.90	14.44	14.44
5 years +	14.44	14.44	14.44

**Table 6 - Hourly Rates for School-Based Traineeships**

	Year of Schooling	
	Year 11 \$	Year 12 \$
Skills levels A, B and C	8.11	8.93

4. This variation shall take effect from the first full pay period to commence on or after 4 December 2008.

J. P. MURPHY, Commissioner

## PUBLIC HEALTH SYSTEM NURSES' AND MIDWIVES' (STATE) AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2282 of 2008)

Before Commissioner Murphy

15 December 2008

### VARIATION

1. Insert after subclause (viii) of clause 12, Special Allowances of the award published 31 October 2008 (366 I.G. 1000), the following new subclause (ix).
  - (ix) A registered nurse who is designated in-charge of a public hospital or facility of greater than 100 beds during an evening or night shift Monday to Friday or any Saturday or Sunday shift shall be paid an allowance per shift as set out in Item 9(b), of Table 2 of Part B. This allowance shall not apply to registered nurses holding positions of a higher grade than Clinical Nurse/Midwife Specialist Grade 2. The employer shall not use this provision on a permanent basis in place of appointing a Nurse Manager.
2. Insert in Table 2, Other Rates and Allowances, of Part B the following new Item 9(b):

Item No.	Clause No.	Allowance	FFPP 1.7.08 \$	FFPP 1.9.08 \$	FFPP 1.7.09 \$
9(b)	12(ix)	Registered Nurse in charge of hospital over 100 beds (per shift)		50.00	51.95

3. This variation shall take effect from the first pay period to commence on or after 15 December 2008.

J. P. MURPHY, Commissioner

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**PUBLIC HOSPITAL (TRAINING WAGE) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2316 of 2008)

Before Commissioner Ritchie

23 December 2008

**VARIATION**

1. Delete paragraph (ix) of subclause (c) of Clause 7, Employment Conditions, of the Award published 2 June 2000 (315 I.G. 1415) and insert in lieu thereof the following:

- (ix) Minimum and maximum hours of work for part time employees specified in the Relevant Award shall apply to part time Trainees also. Example of the Calculation for the Wage Rate for a Part Time Traineeship

**Example of the calculation for the Wage Rate for a Part-Time Traineeship**

A school student commences a Traineeship in Year 11. The ordinary hours of work in the Relevant Award are 38. The Training Contract specifies two years (24 months) as the length of the Traineeship.

"Average weekly training time" is therefore  $7.6 \times 12/24 = 3.8$  hours.

"Trainee hours" totals 15 hours; these are made up of 11 hours work which is worked over 2 days of the week plus 1-1/2 hours on the job training plus 2-1/2 hours off the job approved training at school and at TAFE.

So the wage rate in Year 11 is:

$$\$246 \times \frac{15 - 3.8}{30.4} = \$90.63 \text{ plus any applicable penalty rates under the relevant Award.}$$

The wage rate varies when the student completes Year 11 and passes the anniversary date of 1 January the following year to begin Year 12 and/or if "Trainee hours" changes.

2. Delete subclause (e) of Clause 8, Wages and insert in lieu thereof the following:
- (e) 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 payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net State Wage Case and minimum rates adjustments.

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

## PART B

### MONETARY RATES

**Table 1 - Industry/Skill Level A**

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

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	192.00 (50%)	241 (33%)	-
	225.00 (33%)	271.00 (25%)	326.00
Plus 1 year out of school	271.00	326.00	379.00
Plus 2 years	326.00	379.00	441.00
Plus 3 years	379.00	441.00	504.00
Plus 4 years	441.00	504.00	504.00
Plus 5 years or more	504.00	504.00	504.00

The figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated the average portion of time spent in structured training which has been taken into account in setting the 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	192.00 (50%)	241.00 (33%)	-
	225.00 (33%)	271.00 (25%)	315.00
Plus 1 year out of school	271.00	315.00	363.00
Plus 2 years	315.00	363.00	426.00
Plus 3 years	363.00	426.00	486.00
Plus 4 years	426.00	486.00	486.00
Plus 5 years or more	486.00	486.00	486.00

The figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated the average portion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

**Table 3 - School Based Trainees**

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Skill Level A and B	246.00	271.00

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

4. This variation shall take effect from the first full pay period to commence on or after 26 November 2008.

D.W. RITCHIE, Commissioner

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**RACE CLUBS 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 2078 of 2008)

Before Commissioner McLeay

14 November 2008

**VARIATION**

1. Delete subclause (1) of clause 2, Arbitrated Safety Net Adjustment of the award published 24 August 2001 (327 I.G. 95), and insert in lieu thereof the following:
  - (1) 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 over award payment; 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 Wages**

Classification	Current Amount \$	SWC 2008 Adjustment \$	SWC 2008 Amount \$
Race Club Employee 1 - 110%			
Track Foreman	660.00	26.40	686.40
Foreman Gardener	660.00	26.40	686.40
Race Club Employee 2 - 100%			
Tradesman	618.20	24.73	642.90
Race Club Employee 3 - 92.4%			
Leading Hand (Track and Maintenance)	584.50	23.38	607.90
Leading Hand (Gardener)	584.50	23.38	607.90
Race Club Employee 4 - 89%			
Track Crossing Attendant	570.30	22.81	593.10
Propagator	570.30	22.81	593.10
Race Club Employee 5 - 86%			
Gardener (as defined)	557.80	22.31	580.10
Fettler	557.80	22.31	580.10
General Track or Maintenance Hand	557.80	22.31	580.10
Race Club Employee 6 - 82%			
General Maintenance Labourer and Cleaner	541.10	21.64	562.70
Employee not elsewhere classified	541.10	21.64	562.70
Race Club Employee 7 - 78%			
Employee undertaking up to 3 months on the job training	531.40	21.26	552.70

Plant Operators			
Plant Operator 1 - (92.4%)	584.50	23.38	607.90
Plant Operator 2 - (87.4%)	563.70	22.55	586.20

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Current Amount \$	SWC 2008 Amount \$
1	3 (2) (a)	Employee other than a Plant Operator, required to use a scythe or operate a power mower	2.10 p/day or part thereof	2.20 p/day or part thereof
2	3 (2) (b)	Employee, other than a Plant Operator, required to operate a tractor with or without attachments and/or front end loader	2.10 p/day or part thereof	2.20 p/day or part thereof
3	3 (2) (c)	Employees required to use pesticides, weedicide or poisonous sprays	2.20 p/day	2.30 p/day
4	3 (2) (d)	First-aid allowance	2.90 p/day	3.00 p/day
6	3 (2) (e)	Meal allowance for overtime	8.80	9.20
7	3 (2) (f)	Horse handling allowance	2.10 p/day or part thereof	2.20 p/day or part thereof

"Note": These allowances are contemporary for expense related allowances as at 30 March 2008 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 full pay period to commence on or after 5 December 2008.

J. McLEAY, Commissioner

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## **REED CONSTRUCTIONS AUBURN SITE PROJECT AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1558 of 2008)

Before Commissioner Connor

14 November 2008

### **ORDER OF RESCISSION**

The Industrial Relations Commission of New South Wales orders that the Reed Constructions Auburn Site Project Award published 3 February 2006 (356 I.G. 1041) as varied, be rescinded on and from 14 November 2008.

P. J. CONNOR, Commissioner

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## **REPLACEMENT RESEARCH REACTOR PROJECT AWARD 2002**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1559 of 2008)

Before Commissioner Connor

14 November 2008

### **ORDER OF RESCISSION**

The Industrial Relations Commission of New South Wales orders that the Replacement Research Reactor Project Award 2002 published 7 March 2003 (338 I.G. 666) as varied, be rescinded on and from 14 November 2008.

P. J. CONNOR, Commissioner

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(1155)

SERIAL C6885

## 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.

(Nos. IRC 1731 & 2172 of 2008)

Before Commissioner Tabbaa

27 November 2008

### VARIATION

1. Delete subclauses (i) Hourly Rates 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 19 November 2008.

		Adults	19 & 20	18 & under
Ordinary Time	Casual	\$20.02	\$15.01	\$12.00
	Permanent Full time or Part time	\$16.68	\$12.51	\$10.00
Sunday & Public Holidays	Casual	\$35.03	\$26.27	\$21.00
	Permanent Full time or Part time	\$29.19	\$21.89	\$17.50

2. Delete subclause (ii) of clause 8, and insert in lieu thereof the following:
- (ii) The rates of pay in this award include the adjustments payable under 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.
3. This variation shall take effect from the first pay period to commence on or after 19 November 2008.

I. TABBAA, Commissioner

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## **TRANSPORT INDUSTRY - CONCRETE HAULAGE - MINI TRUCKS CONTRACT DETERMINATION**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES  
FULL BENCH

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

(No. IRC 1957 of 2008)

Before The Honourable Justice Boland, President  
The Honourable Justice Walton, Vice-President  
The Honourable Justice Marks

4 November 2008

### **VARIATION**

1. Insert after Appendix Y of the Contract Determination published 30 July 1986 (242 I.G. 352), the following new Appendix Z.

### **APPENDIX Z**

- (1) The parties to this determination recognise that, due to the changed nature of the pricing of fuel, including recent significant fluctuations in the price of fuel, it is necessary that variations to rates of remuneration to take into account changes in the price of fuel occur in a timely and efficient manner.
- (2) Notwithstanding any other provisions of this determination, the parties to this determination agree that any party to this determination may make an application to the Industrial Relations Commission of New South Wales to vary rates of remuneration to account for changes in the price of fuel on the following basis:
  - (a) an application to vary rates of remuneration for changes in the price of fuel only may be made at any time, provided that the date upon which any rate adjustment is sought to occur is at least one calendar month after the last occasion upon which a rate adjustment became operative;
  - (b) subject to paragraphs (c) and (d) below, the rates of remuneration shall vary using the existing rise and fall formula for the price of fuel in this determination.
  - (c) it is not a requirement of any such application that the rate adjustment sought for fuel only be one which is either below or above any minimum threshold amount; and
  - (d) the agreed benchmark for the price of fuel shall be the Australian Institute of Petroleum NSW weekly average for the retail price of diesel for the week ending immediately prior to the date of filing the application, excluding GST. Should the agreed benchmark become unavailable the parties shall determine an alternative appropriate benchmark.
- (3) The parties to this determination shall take all necessary steps to enable an application made pursuant to subclause (2) hereof to be heard and determined at the earliest possible time, including but not limited to, consenting to have the Industrial Relations Commission of NSW hear and determine any such application within 48 hours from the initial listing of the application.

2. This variation shall take effect on and from 4 November 2008.

R. P. BOLAND, *President.*  
M. J. WALTON *J, Vice-President.*  
F. MARKS *J.*

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Printed by the authority of the Industrial Registrar.

## **TRANSPORT INDUSTRY - CONCRETE HAULAGE CONTRACT DETERMINATION**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES  
FULL BENCH

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

(No. IRC 1958 of 2008)

Before The Honourable Justice Boland, President  
The Honourable Justice Walton, Vice-President  
The Honourable Justice Marks

4 November 2008

### **VARIATION**

1. Insert after Appendix "Y" of the Contract Determination published 30 November 1990 (260 I.G. 608), the following new Appendix Z.

### **APPENDIX Z**

- (1) The parties to this determination recognise that, due to the changed nature of the pricing of fuel, including recent significant fluctuations in the price of fuel, it is necessary that variations to rates of remuneration to take into account changes in the price of fuel occur in a timely and efficient manner.
- (2) Notwithstanding any other provisions of this determination, the parties to this determination agree that any party to this determination may make an application to the Industrial Relations Commission of New South Wales to vary rates of remuneration to account for changes in the price of fuel only, on the following basis:
  - (a) an application to vary rates of remuneration for changes in the price of fuel only may be made at any time, provided that the date upon which any rate adjustment is sought to occur is at least one calendar month after the last occasion upon which a rate adjustment became operative.
  - (b) subject to paragraphs (c) and (d) below, the rates of remuneration shall vary using the existing rise and fall formula for the price of fuel in this determination;
  - (c) it is not a requirement of any such application that the rate adjustment sought for fuel only be one which is either above or below any minimum threshold amount; and
  - (d) the agreed benchmark for the price of fuel shall be the Australian Institute of Petroleum NSW weekly average for the retail price of diesel for the week ending immediately prior to the date of filing the application, excluding GST. Should the agreed benchmark become unavailable the parties shall determine an alternative appropriate benchmark.
- (3) The parties to this determination shall take all necessary steps to enable an application made pursuant to subclause (2) hereof to be heard and determined at the earliest possible time, including but not limited to, consenting to have the Industrial Relations Commission of NSW hear and determine any such application within 48 hours from the initial listing of the application.

2. This variation shall take effect from 4 November 2008.

*R. P. BOLAND J, President*  
*M. J. WALTON J, Vice-President.*  
*F. MARKS J.*

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(680)

**SERIAL C6880**

## TRANSPORT INDUSTRY - EXCAVATED MATERIALS, CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES  
FULL BENCH

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

(No. IRC 1955 of 2008)

Before The Honourable Justice Boland, President  
The Honourable Justice Walton, Vice-President  
The Honourable Justice Marks

4 November 2008

### VARIATION

1. Delete Part C - Rise and Fall Formula of the contract determination published 24 October 1997 (301 I.G. 1082) and insert in lieu thereof the following:

### PART C

#### Rise and Fall Formula

#### A. Benchmarks

Component	Benchmark
Wages	Transport Industry (State) Award, as varied, transport worker grade 4
Fuel	AIP NSW State weekly average for the retail price of diesel, excluding GST.
Repair Parts	Index based upon the following specified basket of parts obtained from source listed at recommended retail prices, including Sales Tax.
	Parts
	Rear Suspension Bushes
	Brake Lines
	Brake Drums
	Clutch and Pressure Plate

Source	Vehicle Type	Item	Part
	Hino	Rear Suspension Brake Linings Brake Drums Clutch and Pressure Plate	Brakes
	Ford	Rear Suspension Brake Linings Brake Drums Clutch and Pressure Plate	

	Volvo	Rear Suspension Brake Linings Brake Drums Clutch and Pressure Plate	
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	International	Rear Suspension Brake Linings Brake Drums Clutch and Pressure Plate	
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NOTE: Price is the total retail price inclusive of GST and excluding all discounts.

Tyres: Goodyear Tyre Co. Head Office recommended retail price for A steer 11R22.5 tyre only.

Quotes: Quotes for vehicles and tyres should be from the same source and be the same model number and if not possible the closest equivalent model.

Depreciation: Index based on the average of the recommended retail price of two cheapest vehicles - as per specification details below.

The index is the total of the prices.

#### Rigid Three Axle Bogie

Manufacturer:	Hino, Ford, Volvo or International
Differential:	40,000 pounds
Gearbox:	15 speed minimum
Horsepower:	300 hp
Carrying Capacity:	9 cubic metres minimum
Insurance:	Miller & Associates quote of the average of the two vehicles selected for the index
Registration and Third Party:	Roads and Traffic Authority
Interest:	Westpac, Prime Overdraft Rate
Sundries:	Based on Increase of CPI

#### B. Weightings for Cost Components

Cost Component	Percentage of Total Cost
Repairs and Maintenance	16.2
Fuel	12.5
Tyres	6.3
Insurance	5.3
Registration	2.5
Depreciation	14.4
Wages	31.7
Interest	7.8
Sundries	3.3
Total:	100

#### C. Cost Recovery for variations in the Price of fuel:

- (1) The parties to this determination recognise that, due to the changed nature of the pricing of fuel, including recent significant fluctuations in the price of fuel, it is necessary that variations to rates of remuneration to take into account changes in the price of fuel occur in a timely and efficient manner.

- (2) Notwithstanding any other provisions of this determination, the parties to this determination agree that any party to this determination may make an application to the Industrial Relations Commission of New South Wales to vary rates of remuneration to account for changes in the price of fuel on the following basis:
- (a) an application to vary rates of remuneration for changes in the price of fuel may be made at any time, provided that the date upon which any rate adjustment is sought to occur is at least one calendar month after the last occasion upon which a rate adjustment became operative;
  - (b) subject to paragraphs (c) and (d) below, the rates of remuneration shall vary using the existing rise and fall formula for the price of fuel in this determination;
  - (c) it is not a requirement of any such application that the rate adjustment sought be one which exceeds any minimum threshold amount; and
  - (d) the agreed benchmark for the price of fuel shall be the Australian Institute of Petroleum NSW weekly average for the retail price of diesel for the week ending immediately prior to the date of filing the application. Should the agreed benchmark become unavailable the parties shall determine an alternative appropriate benchmark.
- (3) The parties to this determination shall take all necessary steps to enable an application made pursuant to subclause (2) hereof to be heard and determined at the earliest possible time, including but not limited to the making of a consent application to have the Industrial Relations Commission of New South Wales hear and determine any such application within 48 hours from the initial listing of the application.
- (4) The fuel index, reflecting current rates, is 156.6 cents. This is exclusive of GST.
2. This variation will take effect on and from 4 November 2008.

R. P. BOLAND *J. President*  
M. J. WALTON *J. Vice-President*  
F. MARKS *J.*

## **TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES  
FULL BENCH

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

(No. IRC 1202 of 2008)

Before The Honourable Justice Boland, President  
The Honourable Justice Walton, Vice-President  
The Honourable Justice Marks

4 November 2008

### **VARIATION**

1. Delete Schedule 2 of the Contract Determination published 19 December 1984 (235 I.G. 1611), and insert in lieu thereof the following:

### **SCHEDULE 2**

#### **Procedure and Time for Adjustments of Rates and Amounts**

- (1) The rates prescribed in Schedules 1 and 4, together with the additional amounts in Schedule 3, shall be adjusted with effect from 1 June and 1 December each year or as provided in this Schedule.
- (2) The Union shall make application to the Industrial Commission for a variation in rates and amounts in sufficient time for the variation to be made on or before 1 June and 1 December each year. Notwithstanding anything contained in this Schedule, a variation shall not be retrospective in operation but shall operate from a date not earlier than the date upon which it is made.
- (3) The parties to this Determination shall confer with a view to reaching agreement on the variation. In default of agreement the rates and amounts shall be determined by the Industrial Commission.
- (4) The first adjustment shall operate from 1 July 1984.
- (5) The initial rates and amounts in the Contract Determination shall be deemed to take into account all costs and movements up to 31 October 1982.
- (6) The adjustment to be made from 1 December shall take into account all movements in costs occurring and indices published up to the preceding 31 October and the adjustment from 1 June shall take into account all movements in costs occurring and indices published up to the preceding 30 April.
- (7) Each variation after the first variation shall be based upon the rates and amounts in the immediately preceding variation.
- (8) If any one of the below listed components, except for fuel, changes such that it causes an increase in the total remuneration of 5 per cent or more from the date of the last variation, an interim adjustment may be made.
- (9) The components of remuneration shall be adjusted upwards or downwards according to the following schedule:



Component	Method of Adjustment
1. Wage Factor 2. Sick Leave	Adjust according to the actual percentage change in the General Rate of Pay for a Transport Worker Grade Three as per Table 1, Wages of Part B - Monetary Rates contained in the Transport Industry (State) Award.
3. Return on Capital 4. Depreciation 5. Lease Cost	Adjust by the average Percentage Change in the price of a Sterling Louisville Prime Mover, an Isuzu FTR 800 and a Holden Rodeo CC LX (or comparable vehicle replacing any of these vehicles) as determined by "The Red Book".
6. Registration and C.T.P.	Adjust by the average Percentage Change in the registration/CTP charges for a Sterling Louisville Prime Mover, an Isuzu FTR 800 and a Holden Rodeo CC LX (or comparable vehicle replacing any of these vehicles).
7. Insurances	Adjust according to the Percentage Change as per the ABS CPI Transportation Sub Group "Vehicle Insurance".
8. Administration	Adjust according to the Percentage Change as per the ABS CPI Sydney(All Groups).
9. Fuel	Adjust according to the Percentage Change as per the AIP NSW State weekly average for the retail price of diesel excluding GST.
10. Tyres	Adjust according to the Percentage Change as per the ABS CPI Transportation Sub Group 'Motor Vehicle Parts and Accessories'.
11. Repairs and Maintenance	<p>The Adjustment shall be based upon the following index:</p> <p>Labour: 67 Parts: 33 Total 100</p> <p>"Labour" is adjusted according to the percentage increase in a mechanic's wage under the Metal, Engineering and Associated Industries (State) Award.</p> <p>"Parts" is adjusted by application of the movement in the Consumer Price Index (All Groups), Sydney.</p>

- (10) The formula for an adjustment shall be as set forth in the Exhibit to IRC Matter No. 691 of 1984.
- (11) The additional amounts in Schedule 3 - Additional Amounts, shall be adjusted by application of the movement of the Consumer Price Index (All Groups), Sydney.
- (12) Cost Recovery for variations in the Price of fuel:
- (1) The parties to this determination recognise that, due to the changed nature of the pricing of fuel, including recent significant fluctuations in the price of fuel, it is necessary that variations to rates of remuneration to take into account changes in the price of fuel occur in a timely and efficient manner.
  - (2) Notwithstanding any other provisions of this determination, the parties to this determination agree that any party to this determination may make an application to the Industrial Relations

Commission of New South Wales to vary rates of remuneration to account for changes in the price of fuel only, on the following basis:

- (a) an application to vary rates of remuneration for changes in the price of fuel may be made at any time, provided that the date upon which any rate adjustment is sought to become operative is at least one calendar month after the last occasion upon which a fuel rate adjustment became operative;
  - (b) subject to paragraphs (c) and (d) below, the rates of remuneration shall vary using the existing rise and fall formula for the price of fuel in this determination;
  - (c) it is not a requirement of any such application that the rate adjustment sought for fuel only be one which is either below or above any minimum threshold amount; and
  - (d) the agreed benchmark for the price of fuel shall be the Australian Institute of Petroleum NSW weekly average for the retail price of diesel for the week ending immediately prior to the date of filing the application excluding GST. Should the agreed benchmark become unavailable the parties shall determine an alternative appropriate benchmark.
- (3) The parties to this determination shall take all necessary steps to enable an application made pursuant to subclause (2) hereof to be heard and determined at the earliest possible time, including but not limited to consenting to have the Industrial Relations Commission of New South Wales hear and determine any such application within 48 hours from the initial listing of the application.
- (4) The fuel index, reflecting current rates, is 139.5 cents per litre. This index is exclusive of GST.
2. This variation shall take effect on and from 4 November 2008.

R. P. BOLAND *J, President*  
M. J. WALTON *J, Vice-President.*  
F. MARKS *J.*

## **TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2080 of 2008)

Before The Honourable Justice Marks

3 December 2008

### **VARIATION**

1. Delete Schedules 1 to 4 of the Contract Determination published 19 December 1984 (235 I.G. 1611), and insert in lieu thereof the following:

### **SCHEDULE 1**

#### **RATES OF REMUNERATION**

- (i) It is expressly noted that the rates of remuneration in Schedules 1 and 4 have taken into account, and include payment, for the following factors:
  1. Wages - based on the General Rate of Pay for a Transport Worker Grade Three as per Table 1 Wages of Part B - Monetary Rates contained in the Transport Industry (State) Award.
  2. Overtime - in excess of 40 hours each week.
  3. Annual Leave.
  4. Long Service Leave.
  5. Public Holidays.
  6. Picnic Day.
  7. Sick Leave.
  8. Return on capital invested.
  9. Depreciation.
  10. Lease Costs.
  11. Registration and compulsory third party insurance.
  12. Comprehensive insurance.
  13. Public liability insurance.
  14. Personal accident insurance.
  15. Administrative overheads.
  16. Fuel.

17. Oil.
18. Tyres.
19. Repairs and maintenance.
20. Industry - specific allowances.

(ii) Where:

- (a) a carrier performs a contract of carriage within the area, incidence and duration of this determination; and
- (b) the carrier is eligible to claim a rebate pursuant to the Commonwealth Government's Energy Grants (Credits) Scheme ('the scheme') for that contract of carriage; and
- (c) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor;

the principal contractor shall pay the Rates of Remuneration specified in Table One of this Schedule to the carrier for the performance of that contract of carriage.

(iii) If a carrier is:

ineligible to apply for the rebate pursuant to the scheme; or

has not been requested to apply for the rebate pursuant to the scheme; or

has become ineligible to claim a rebate pursuant to the scheme; or

the scheme is abolished

then the principal contractor shall apply the Rates of Remuneration specified in Table Two of this Schedule to the carrier for the performance of that contract of carriage.

- (iv) Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to subclause (ii) of this Schedule.

**Table One - Vehicle Rates**

(Where the Energy Grants (Credits) Scheme is applicable)

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 yrs)		Scale C (over 3 yrs)	
Rigid Vehicles	Hourly Standing Rate (\$ per hour)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)
Up to 2 Tonnes	n/a	n/a	n/a	n/a	n/a	n/a
2 TO 5 Tonnes	32.10	45.54	28.09	45.59	22.81	45.70
5 TO 8 Tonnes	37.76	58.59	31.99	59.03	24.40	59.13
8 TO 10 Tonnes	43.95	70.98	36.29	72.37	30.91	72.49
10 TO 12 Tonnes	58.37	101.00	45.63	98.68	37.24	98.93
12 TO 14 Tonnes	75.36	126.46	56.72	126.75	44.69	127.06
14 Tonnes +	83.87	150.95	62.43	148.58	47.87	148.95
Single Axle Prime Mover	61.15	136.82	47.69	137.81	39.11	138.08
Bogie Axle Prime Mover	86.24	157.39	64.14	157.14	49.11	157.51

**Table Two - Vehicle Rates**

(Where the Energy Grants (Credits) Scheme does not apply)

Class of Vehicle	Vehicle Age					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 yrs)		Scale C (over 3 yrs)	
Rigid Vehicles	Hourly Standing Rate (\$)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)	Hourly Standing Rate (\$)	Running Rate (cents per km)
Up to 2 Tonnes	28.50	41.95	24.61	42.90	n/a	n/a
2 TO 5 Tonnes	32.10	48.24	28.09	48.33	22.81	48.45
5 TO 8 Tonnes	37.76	61.83	31.99	62.47	24.40	59.28
8 TO 10 Tonnes	43.95	74.37	36.29	76.34	30.91	72.79
10 TO 12 Tonnes	58.37	106.71	45.63	103.36	37.24	99.58
12 TO 14 Tonnes	75.36	133.22	56.72	133.87	44.69	127.44
14 Tonnes +	83.87	159.73	62.43	156.47	47.87	149.59
Single Axle Prime Mover	61.15	144.36	47.69	145.80	39.11	138.48
Bogie Axle Prime Mover	86.24	166.02	64.14	165.77	49.11	158.11

## SCHEDULE 2

### Procedure and Time for Adjustments of Rates and Amounts

- (1) The rates prescribed in Schedules 1 and 4, together with the additional amounts in Schedule 3, shall be adjusted with effect from 1 June and 1 December each year or as provided in this Schedule.
- (2) The Union shall make application to the Industrial Relations Commission of New South Wales for a variation in rates and amounts in sufficient time for the variation to be made on or before 1 June and 1 December each year. Notwithstanding anything contained in this Schedule, a variation shall not be retrospective in operation but shall operate from a date not earlier than the date upon which it is made.
- (3) The parties to this Determination shall confer with a view to reaching agreement on the variation. In default of agreement the rates and amounts shall be determined by the Industrial Relations Commission of New South Wales.
- (4) The first adjustment shall operate from 1 July 1984.
- (5) The initial rates and amounts in the Contract Determination shall be deemed to take into account all costs and movements up to 31 October 1982.
- (6) The adjustment to be made from 1 December shall take into account all movements in costs occurring and indices published up to the preceding 31 October and the adjustment from 1 June shall take into account all movements in costs occurring and indices published up to the preceding 30 April.
- (7) Each variation after the first variation shall be based upon the rates and amounts in the immediately preceding variation.
- (8) If any one of the below listed components, except for fuel, changes such that it causes an increase in the total remuneration of 5 per cent or more from the date of the last variation, an interim adjustment may be made.
- (9) The components of remuneration shall be adjusted upwards or downwards according to the following schedule:

Component	Method of Adjustment
1. Wage Factor 2. Sick Leave	Adjust according to the actual percentage change in the General Rate of pay for a Transport Worker Grade Three as per Table 1, Wages of Part B - Monetary Rates contained in the Transport Industry (State) Award.
3. Return on Capital 4. Depreciation 5. Lease Cost	Adjust by the Average Percentage Change in the price of a Sterling Louisville Prime Mover, as Isuzu FTR 800 and a Holden Rodeo CC LX (or a comparable vehicle replacing any of these vehicles) as determined by "The Red Book".
6. Registration and C.T.P.	Adjust by the Average Percentage Change in the registration/CTP charges for a Sterling Louisville Prime Mover, an Isuzu FTR 800 and a Holden Rodeo CC LX (or a comparable vehicle replacing any of these vehicles)
7. Insurances	Adjust according to the Percentage Change as per the ABS CPI Transportation Sub Group "Vehicle Insurance".
8. Administration	Adjust according to the Percentage Change as per the ABS CPI Sydney (All Groups).
9. Fuel	Adjust according to the Percentage Change as per the AIP NSW State weekly average for the retail price of diesel, excluding GST.

10. Tyres	Adjust according to the Percentage Change as per the ABS CPI Transportation Sub Group 'Motor Vehicle Parts and Accessories'.
11. Repairs and Maintenance	<p>The Adjustment shall be based upon the following index:</p> <p>Labour: 67 Parts: 33 Total 100</p> <p>"Labour" is adjusted according to the percentage increase in a Mechanics wage under the Metal, Engineering and Associated Industries (State) Award.</p> <p>"Parts" is adjusted by application of the movement in the Consumer Price Index (All Groups), Sydney.</p>

- (10) The formula for an adjustment shall be as set forth in the Exhibit to IRC Matter No. 691 of 1984.
- (11) The additional amounts in Schedule 3 - Additional Amounts, shall be adjusted by application of the movement of the Consumer Price Index (All Groups), Sydney.
- (12) Cost Recovery for variations in the Price of fuel:
- (1) The parties to this determination recognise that, due to the changed nature of the pricing of fuel, including recent significant fluctuations in the price of fuel, it is necessary that variations to rates of remuneration to take into account changes in the price of fuel occur in a timely and efficient manner.
  - (2) Notwithstanding any other provisions of this determination, the parties to this determination agree that any party to this determination may make an application to the Industrial Relations Commission of New South Wales to vary rates of remuneration to account for changes in the price of fuel on the following basis:
    - (a) an application to vary rates of remuneration for changes in the price of fuel only may be made at any time, provided that the date upon which any rate adjustment is sought to become operative is at least one calendar month after the last occasion upon which a fuel rate adjustment became operative;
    - (b) subject to paragraphs (c) and (d) below, the rates of remuneration shall vary using the existing rise and fall formula for the price of fuel in this determination;
    - (c) it is not a requirement of any such application that the rate adjustment sought for fuel only be one which is either below or above any minimum threshold amount; and
    - (d) the agreed benchmark for the price of fuel shall be the Australian Institute of Petroleum NSW weekly average for the retail price of diesel for the week ending immediately prior to the date of filing the application, excluding GST. Should the agreed benchmark become unavailable the parties shall determine an alternative appropriate benchmark.
  - (3) The parties to this determination shall take all necessary steps to enable an application made pursuant to subclause (2) hereof to be heard and determined at the earliest possible time, including but not limited to, consenting to have the Industrial Relations Commission of NSW hear and determine any such application within 48 hours from the initial listing of the application.
  - (4) The fuel index, reflecting current rates, is 146.91 cents per litre. This index is exclusive of GST.

**SCHEDULE 3**

**Additional Amounts**

1. Trailer Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply a flat top trailer for use in a contract of carriage shall be paid the following allowances for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

Single Axle	\$ 17.88 per day
Dual Axle	\$ 23.44 per day
Tri Axle	\$ 28.83 per day

2. Ropes and Gear Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply tarpaulins, ropes, gates, chains and dogs for use in a contract of carriage shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

\$3.63 per day.

3. Twistlock Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to fit his trailer with twistlocks for the carriage of I.S.O. containers shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

\$ 2.73 per day.

4. Mechanical Lifting Equipment Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply rear or side-loading mechanical devices, shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the contract of carriage:

Rear-Lift Platforms:

Up to and including 3,000 lbs. capacity : \$ 4.34 per day

Up to and including 6,000 lbs. capacity: \$5.94 per day.

Side-Loading Devices:

\$19.17 per day

**SCHEDULE 4**

**Container Depots And Waterfront Areas**

1. The following conditions and allowances shall apply to contracts of carriage performed in or in connection with Container Depots and Waterfront areas, in addition to all other applicable rates and conditions provided for by this Contract Determination.

Provided that the rates contained in Clause 3, Trailer Allowance, of this Schedule shall apply in substitution for the rates contained in Clause 1, Trailer Allowance, Clause 2, Ropes and Gear



Allowance, and Clause 3, Twist lock Allowance of Schedule 3, Additional Amounts, of this Contract Determination.

2. The minimum rates of remuneration payable for any contract of carriage performed within the scope of this Schedule and defined in Clause 1, hereof, shall be as follows:

(i) Where: -

- (a) a carrier performs a contract of carriage within the area, incidence and duration of this determination; and
- (b) the carrier is eligible to claim a rebate pursuant to the Commonwealth Government's Energy Grants (Credits) Scheme ['the scheme'] for that contract of carriage; and
- (c) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor

the principal contractor shall pay the amount appearing in the column headed "Rate A" for the appropriate vehicle classification for the performance of that contract of carriage.

(ii) If a carrier is:-

ineligible to apply for the rebate pursuant to the scheme; or

has not been requested to apply for the rebate pursuant to the scheme; or

has become ineligible to claim a rebate pursuant to the scheme; or

the scheme is abolished

then the principal contractor shall pay the amount appearing in the column headed "Rate B" for the appropriate vehicle classification for the performance of that contract of carriage.

(iii) Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to sub-clause 2(ii) of this Schedule.

Class of Vehicle	Rate A	Rate B
Rigid Vehicle	Rebate	No-Rebate
Not less than 8 and not greater than 10 tonnes	42.61	43.32
Not less than 10 and not greater than 12 tonnes	51.74	52.61
Not less than 12 and not greater than 14 tonnes	62.10	63.36
Not less than 14 Tonnes.	68.50	69.95
Single - Axle Prime Mover	59.25	60.69
Bogie Axle Prime Mover	70.73	72.30

The above rates of remuneration are calculated from "Scale D" (as provided for in the table headed Schedule 1, Vehicle Rates, appearing in Schedule 1, Rates of Remuneration, of this Contract Determination) and are based on a minimum distance travelled of 23,500 km per annum on contracts of carriage performed in or in connection with Container Depots and Waterfront areas.

3. Trailer Allowance:

A Contract Carrier who, in order to perform a contract of carriage, is required to supply one of the trailers listed below (irrespective of axle configuration), shall be paid the following allowance for each day, (or part of a day) during the equipment is so used :-

40 ft Skel trailer	\$47.27 per day
40 ft General Purpose trailer	\$47.27 per day

Dog or Pig trailer	\$35.37 per day
Pup trailer	\$23.61 per day
20 ft Skel trailer	\$42.54 per day

## 4. Towing rates:

A Contract Carrier, whose vehicle is in the performance of a contract of carriage, is required to tow one of the trailers listed below (irrespective of axle configuration), shall be paid the following allowance for each hour (pro-rata for part of an hour) during which such trailer is towed :-

40 ft trailer	\$2.46 per hour
Dog/Pig trailer	\$4.85 per hour
Pup trailer	\$3.57 per hour

5. Adjustment of the allowances and rates in Clause 3 and 4 of this Schedule shall be by application of the movement of the Consumer Price Index (All Groups), Sydney.
6. Contract Carriers who perform work pursuant to this Schedule shall have paid on their behalf by principal contractors who are members of the NSW Road Transport Association contributions into the TWU Superannuation Fund in the amounts prescribed by the Transport Industry (State) Superannuation Award.
7. Clause 14, Savings Clause, of this Determination shall apply to the above rates and conditions.
2. This variation shall take effect from 3 December 2008.

F. MARKS *J*

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## TRANSPORT INDUSTRY - QUARRIED MATERIALS, &c., CARRIERS CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES  
FULL BENCH

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

(No. IRC 1954 of 2008)

Before The Honourable Justice Boland, President  
The Honourable Justice Walton, Vice-President  
The Honourable Justice Marks

4 November 2008

### VARIATION

1. Delete Schedule 1 - Procedures in Annexure B, Rise & Fall Formula, of the contract determination published 14 August 1992 (271 I.G. 78), and insert in lieu thereof the following:

### SCHEDULE 1: PROCEDURES

1. Variations to the rates detailed in Annexure "A" shall be made by the Industrial Relations Commission of New South Wales upon application.
2. Variations shall be established by ascertaining the percentage change in the various cost components contained at Schedule 3, Benchmarks from the time the last variation of the rates was calculated to the specified Review Date:
  - 2.1 The Review Date shall be:

1st June.
  - 2.2 If for any reason a relevant figure is not available or obtained at the Review Date the latest available figure is to be taken. Adjustment will be made when figures are next determined for the difference between figure at the Review Date and the figure used as calculated above.
  - 2.3 The latest available figures for each component will then be expressed as a percentage increase of the figure last used for that component in the previous rise and fall calculation.
  - 2.4 The Percentage Increase/Decrease calculated for each component is then to be applied to the percentage of total cost of that component to drive the new percentage of Total Cost figure.
  - 2.5 The sum of the new percentage of Total Cost figures minus 100% shall be the Percentage Increase to apply. All costs are to be the latest available from the source reference as at 1 June. All rates for symbols F.F. and A through to I are to be expressed to 3 decimal points. When preparing schedules of rates payable per unit quantity for various distances, the rates for flag fall and the distance are to be calculated each using 3 decimal points and the final figure from the addition of the flag fall and the "distance" amount then rounded to two decimal points. When calculating rates per cubic metre, the final figure per tonne to 3 decimal points from the addition of the flag fall and the distance is to be multiplied by the relevant conversion factor, and the resultant figure then rounded to two decimal points to obtain the rate per cubic metre.

- 2.6 Following each application of the formula, the cost components shall be re-weighted to indicate the new percentage.
- 2.7 If the non-labour cost components, excluding fuel, increase between adjustments to the extent that it causes an increase to the total rate of 3 percent or more, then an interim adjustment to the rates may be applied for and made.
- 3 The resulting percentage change shall be applied to all rates in Schedule 1 of Annexure "A" hereto.
4. A variation to the rates shall not be retrospective in operation.
5. The variation to the rates shall be effective from the date determined by the Industrial Relations Commission (such date should not be before one month after the Review Date), provided that principal contractors have sufficient time to give appropriate notice to their customers.
6. The parties shall confer with a view to reaching agreement on any application for adjustment to the rates.
7. Cost Recovery for variations in the Price of fuel:
  - (1) The parties to this determination recognise that, due to the changed nature of the pricing of fuel, including recent significant fluctuations in the price of fuel, it is necessary that variations to rates of remuneration to take into account changes in the price of fuel occur in a timely and efficient manner.
  - (2) Notwithstanding any other provisions of this determination, the parties to this determination agree that any party to this determination may make an application to the Industrial Relations Commission of New South Wales to vary rates of remuneration to account for changes in the price of fuel on the following basis:
    - (a) an application to vary rates of remuneration for changes in the price of fuel may be made at any time, provided that the date upon which any rate adjustment is sought to occur is at least one calendar month after the last occasion upon which a rate adjustment became operative;
    - (b) subject to paragraphs (c) and (d) below, the rates of remuneration shall vary using the existing rise and fall formula for the price of fuel in this determination;
    - (c) it is not a requirement of any such application that the rate adjustment sought for fuel only be one which is below or above any minimum threshold amount; and
    - (d) the agreed benchmark for the price of fuel shall be the Australian Institute of Petroleum NSW weekly average for the retail price of diesel for the week ending immediately prior to the date of filing the application, excluding GST. Should the agreed benchmark become unavailable the parties shall determine an alternative appropriate benchmark.
  - (3) The parties to this determination shall take all necessary steps to enable an application made pursuant to subclause (2) hereof to be heard and determined at the earliest possible time, including but not limited to, consenting to have the Industrial Relations Commission of New South Wales hear and determine any such application within 48 hours from the initial listing of the application.
  - (4) The fuel index, reflecting current rates is 169.5 cents. This is exclusive of GST.

2. Delete Schedule 3 - Benchmarks, of the said Annexure B, and insert in lieu thereof the following:

### SCHEDULE 3: BENCHMARKS

Applications for adjustment shall be made by reference to movements in the following benchmarks for each of the following cost components:

Component	Benchmark	Confirmed base	Source of figures to be used
Labour	Transport Industry - Quarried Materials State Award - Grade 2, Vehicle Class3, Certified	\$621.80	NSW Industrial Gazette, or if latest rate not gazetted the latest Order of the Industrial Relations Commission of New South Wales
Fuel	AIP NSW State weekly average for the retail price of diesel, excluding GST	169.5 cents	<a href="http://www.aip.com.au/pricing/retail/diesel/index.htm">http://www.aip.com.au/pricing/retail/diesel/index.htm</a>
Repair parts	ABS Consumer Price Index (CPI), Transportation on Group, Private Motoring Motor Vehicle repair and servicing	156.70	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2008
Tyres	ABS Consumer Price Index(CPI), Transportation on Group, Private Motoring Motor vehicle parts and accessories	130.40	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2008
Depreciation	ABS Consumer Price Index (CPI), Transportation on Group, Private Motoring Vehicles	98.50	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2008
Registration	Registration and Green Slip Insurance Cost (no excess cost) of a 3 axle truck, without trailer, working and garaged in the Sydney Metropolitan Area with a	Registration = \$1071.91 made up of: \$52.00 - Rego Fee (no GST) \$859 - Road Usage Charge (no GST) \$160.91 Heavy Vehicle Inspections (including GST) Green Slip =	Roads and Traffic Authority (Registration) and GIO Insurance (Green Slip)

	tare weight of a 10 tonne and a registered GVM of greater than 16 tonne.	\$3623 Total = \$4694.91	
Other Fixed Costs	ABS Consumer Price Index (CPI), Sydney All Groups	161.70	Australian Bureau of Statistics Consumer Price Index Series 6401.0 March Quarter 2008

3. This variation will take effect on and from 4 November 2008.

R. P. BOLAND *J. President*  
M. J. WALTON *J. Vice-President.*  
F. MARKS *J.*

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(676)

SERIAL C6941

**TRANSPORT INDUSTRY - WASTE COLLECTION AND RECYCLING  
(STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 1676 and 2017 of 2008)

Before Commissioner Murphy

4 December 2008

**REVIEWED AWARD**

1. Delete clause 8 Hours of Employment, of the award published 16 December 2005 (355 I.G. 389) and insert in lieu thereof the following clause:

**8. Hours of Employment**

- (i) Subject to subclauses (ii) and (iii) of this clause and clause 8A, Afternoon and Night Shift Work, the ordinary hours of work for all employees shall not exceed 8 hours per day or 38 hours per week or 76 hours per fortnight or 152 hours per four weeks and such hours shall be worked between the hours of midnight Sunday and midnight Friday, inclusive.
- (ii) For employees engaged in the collection of domestic garbage, sanitary and sullage, recycling materials and litter bins a system of variable working hours, which may include ordinary hours of up to 10 per day, or ordinary hours to be worked on Saturday or Sunday, may be worked throughout the whole week, Saturday and Sunday included, where there is agreement between the employees, the contractor and, where applicable, the Council; provided that the union and the relevant employer association are notified of and consent to such agreement. Such consent shall not be withheld unreasonably; provided further that if an organisation party to this award withholds its consent, the matter may be referred to the Industrial Relations Commission of New South Wales for decision.
- (iii) Employees not engaged in the collection of domestic garbage, sanitary and sullage, recycling materials and litter bins and who are wholly engaged at a waste transfer station or at a materials recycling facility may:
  - (a) work ordinary hours on a Saturday and shall be paid an additional 50% of the rates prescribed for their respective classifications for the ordinary hours worked on that day; and/or
  - (b) agree to work ordinary hours on Sunday and shall be paid an additional 100% of the rates prescribed for their respective classifications for the ordinary hours worked on that day.

NOTE: Employees don't have to work Sunday as an ordinary day but should an employee agree to this change it will form part of that employee's contract of employment.

- (iv) An employee who works ordinary hours on a Saturday and/or Sunday must have two consecutive days off (unless they are worked as overtime).
- (v) The employer shall, within the limits of the hours above prescribed, have the right to fix the starting and ceasing times of its employees, which shall be posted in a conspicuous place in the garage or depot, but such times shall not be altered unless the employees so affected are given seven days' prior notice of such alteration; provided that in the event of a vehicle breakdown, the employer may upon giving to the employees a minimum of twelve hours' notice alter the commencing times of sufficient employees to enable the regular service to be maintained.

2. Delete Tables 1 and 2 of Part B Monetary Rates and insert in lieu thereof the following:

**Table 1 - Wages**

(i) Adult Employees

Item No.	Classification	Weekly Wage operative from the first full pay period to commence on or after 4 December 2008 \$
1	A(1)	636.85
2	A(2)	680.90
3	A(3)	713.50
4	A(4)	746.95
5	B(1)	724.55
6	B(2)	741.70
7	B(3)	766.65
8	B(4)	781.75
9	B(5)	813.20
10	B(6)	834.50
11	B(7)	835.30
12	B(8)	881.30
13	B(9)	887.85

(ii) Junior Employees

Years of Age	Weekly Wage operative from the first full pay period to commence on or after 4 December 2008 \$
16	386.55
17	456.20
18	534.45
19	609.90
20	Adult Rate

**Table 2 - Other Rates and Allowances**

Item No	Clause. No	Brief Description	Weekly Wage operative from the first full pay period to commence on or after 4 December 2008 \$
1	2(ii)(a)	-	
2	2(ii)(b)	In lieu of additional sick pay	12.75
3	2(ii)(c)	Drivers of vehicles with dual front steering	11.25
4	2(ii)(d)	Drivers of articulated vehicles where the semi-trailer has A single axle Two axles More than two axles	31.05 40.50 48.65
5	2(ii)(e)	Drivers of motor vehicles with a trailer attached	38.90
6	2(ii)(f)	Using boats as part of duties	31.50
7	2(ii)(g)	Leading Hands - In charge of: Over 3 and up to 8 employees	19.65



		Over 8 and up to 15 employees	29.35
		Over 15 employees	39.20
8	2(ii)(h)	First-aid allowance	3.40
9	10(ii),(iii)	Meal allowance	11.10

3. Insert at the end of clause 38, Area, Incidence and Duration the following new subclauses:

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 4 December 2008.

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

J. P. MURPHY, Commissioner

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(1645)

**SERIAL C6950**

## **TRANSPORT INDUSTRY WASTE COLLECTION AND RECYCLING CONTRACT DETERMINATION**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1953 of 2008)

Before The Honourable Justice Boland, President  
The Honourable Justice Walton, Vice-President  
The Honourable Justice Marks

4 November 2008

### **VARIATION**

1. Delete Part C of the Contract Determination published 30 August 2002 (335 I.G. 1384) and insert in lieu thereof the following clause:

### **PART C**

#### **Procedure and Time for Adjustment of Rates and Amounts**

- (1) The rates prescribed in Part B may be adjusted with effect from 1 October each year upon application to the Industrial Relations Commission on or after 1 July each year.
- (2) Adjustment to rates shall be calculated from the date the preceding review was calculated and shall take into account all movement in the cost components since that date.
- (3) Applications for adjustment to the excess kilometer rate contained in subclause (2) of Clause 11 shall be made by reference to movements in the Australian Institute of Petroleum NSW State weekly average for the retail price of diesel for the week ending immediately prior to the date of filing the application, pursuant to the provisions of clause 8 of the part.
- (4) Applications for adjustment of rates contained in Table 1 of Part B shall be made by reference to movements in the following benchmarks for each cost component:

Labour	Average percentage change of Items 9 and 10 of Table 1, Part B of the Transport Industry - Waste Collection and Recycling (State) Award
Capital	Average percentage increase in the cost of an International ACCO (6x4) F2350G/250 Distributer (January 2002 price = \$159,000) and an ACCO (4x2) 1850G/210 Distributer (January 2002 price = \$116,000) as per "The Redbook"
Insurances	ABS CPI, Financial and Insurance Services, Insurance Services
Registration	ABS CPI, Transportation Group, Other Motoring Charges
Repairs and Maintenance	ABS CPI, Transportation Group, Motor Vehicle Repair and Servicing
Tyres	ABS CPI, Transportation Group, Motor Vehicle Parts and Accessories
Administration	ABS CPI, All Groups, Sydney
Fuel	AIP NSW weekly average for the retail price of diesel

- (5) In the calculation of adjustments pursuant to subclause (4) of this clause, each cost component shall have the following weightings:

Labour	31.55
Capital	32.00
Registration	3.27
Insurance	11.36
Administration	1.82
Repairs and Maintenance	10.00
Tyres	1.82
Fuel	8.18
TOTAL	100

Each cost component shall be re-weighted after each adjustment.

- (6) If the benchmark for the cost components of insurances, tyres and repairs and maintenance increases between adjustments to the extent that it causes an increase to the total hourly rates contained in Table 1 of Part B of 2% or more, than an interim adjustment may be applied for.
- (7) Applications for adjustment to the Garbage Contractor Allowance in Table 2 of Part B shall be made by reference to the percentage increase in the supply and installation of such compactor bodies by MacDonalld Johnston Engineering Company Pty Ltd.
- (8) Cost Recovery for variations in the Price of fuel:
- (1) The parties to this determination recognise that, due to the changed nature of the pricing of fuel, including recent significant fluctuations in the price of fuel, it is necessary that variations to rates of remuneration to take into account changes in the price of fuel occur in a timely and efficient manner.
  - (2) Notwithstanding any other provisions of this determination, the parties to this determination agree that any party to this determination may make an application to the Industrial Relations Commission of New South Wales to vary rates of remuneration to account for changes in the price of fuel only, on the following basis:
    - (a) an application to vary rates of remuneration for changes in the price of fuel may be made at any time, provided that the date upon which any rate adjustment is sought to occur is at least one calendar month after the last occasion upon which a rate adjustment became operative;
    - (b) subject to paragraphs (c) and (d) below, the rates of remuneration shall vary using the existing rise and fall formula for the price of fuel in this determination;
    - (c) it is not a requirement of any such application that the rate adjustment sought be one which exceeds any minimum threshold amount; and
    - (d) the agreed benchmark for the price of fuel shall be the Australian Institute of Petroleum NSW weekly average for the retail price of diesel for the week ending immediately prior to the date of filing the application. Should the agreed benchmark become unavailable the parties shall determine an alternative appropriate benchmark.
  - (3) The parties to this determination shall take all necessary steps to enable an application made pursuant to subclause (2) hereof to be heard and determined at the earliest possible time, including but not limited to the making of a consent application to have the Industrial Relations Commission of New South Wales hear and determine any such application within 48 hours from the initial listing of the application.

- (9) Applications for adjustment to the Garbage Compactor Allowance in Table 2 of Part B shall be made by reference to the percentage increase in the supply and installation of such compactor bodies by MacDonald Johnston Engineering Company Pty Ltd.
2. This variation shall take effect on and from 4 November 2008.

R. P. BOLAND *J. President*  
M. J. WALTON *J. Vice-President.*  
F. MARKS *J.*

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(1645)

**SERIAL C6951**

## TRANSPORT INDUSTRY WASTE COLLECTION AND RECYCLING CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2173 of 2008)

Before The Honourable Justice Marks

21 January 2009

### VARIATION

1. Delete Part B, of the Contract Determination published 30 August 2002 (335 I.G. 1384) and insert in lieu thereof the following clause:

#### PART B

**Table 1 - Hourly Rate**

Vehicle Configuration	Amount (per hour) \$
Single Drive Axle Rear Loading	68.33
Single Drive Axle Side Loading	69.05
Bogie Drive Axle Rear Loading	86.72
Bogie Drive Axle Side Loading	87.46

**Table 2 - Garbage Compactor Allowance**

Vehicle Configuration	Amount (per day) \$
Single Drive Axle Rear Loading	69.45
Single Drive Axle Side Loading	91.27
Bogie Drive Axle Rear Loading	74.51
Bogie Drive Axle Side Loading	93.08

**Table 3 - Excess Kilometre Rate**

Vehicle Configuration	Amount (per kilometre) \$
Single Drive Vehicle	1.76
Bogie Drive Vehicle	2.17

2. Delete Part C and insert in lieu thereof the following clause:

#### PART C

##### Procedure and Time for Adjustment of Rates and Amounts

- (1) The rates prescribed in Part B may be adjusted with effect from 1 October each year upon application to the Industrial Relations Commission on or after 1 July each year.
- (2) Adjustment to rates shall be calculated from the date the preceding review was calculated and shall take into account all movement in the cost components since that date.

- (3) Applications for adjustment to the excess kilometer rate contained in subclause (2) of Clause 11 shall be made by reference to movements in the Australian Institute of Petroleum NSW State weekly average for the retail price of diesel for the week ending immediately prior to the date of filing the application, excluding GST pursuant to the provisions of clause 8 of the part.
- (4) Applications for adjustment of rates contained in Table 1 of Part B shall be made by reference to movements in the following benchmarks for each cost component:

Labour	Average percentage change of Items 9 and 10 of Table 1, Part B of the Transport Industry - Waste Collection and Recycling (State) Award
Capital	Average percentage variation in the prices of an IVECO (6x4) F2350G/260 Distributor and an IVECO RWD F2350G/260 Distributor as per the "Red Book"
Insurances	ABS CPI, Financial and Insurance Services, Insurance Services
Registration	ABS CPI, Transportation Group, Other Motoring Charges
Repairs and Maintenance	ABS CPI, Transportation Group, Motor Vehicle Repair and Servicing
Tyres	ABS CPI, Transportation Group, Motor Vehicle Parts and Accessories
Administration	ABS CPI, All Groups, Sydney
Fuel	AIP NSW weekly average for the retail price of diesel, excluding GST.

- (5) In the calculation of adjustments pursuant to subclause (4) of this clause, each cost component shall have the following weightings:

Labour	30.67
Capital	28.37
Registration	3.50
Insurance	11.49
Administration	1.77
Repairs and Maintenance	9.88
Tyres	1.78
Fuel	12.53
TOTAL	100

Each cost component shall be re-weighted after each adjustment.

- (6) If the benchmark for the cost components of insurances, tyres and repairs and maintenance increases between adjustments to the extent that it causes an increase to the total hourly rates contained in Table 1 of Part B of 2% or more, then an interim adjustment may be applied for.
- (7) Applications for adjustment to the Garbage Contractor Allowance in Table 2 of Part B shall be made by reference to the percentage increase in the supply and installation of such compactor bodies by MacDonald Johnston Engineering Company Pty Ltd.
- (8) Cost Recovery for variations in the Price of fuel:
- (1) The parties to this determination recognise that, due to the changed nature of the pricing of fuel, including recent significant fluctuations in the price of fuel, it is necessary that variations to rates of remuneration to take into account changes in the price of fuel occur in a timely and efficient manner.
  - (2) Notwithstanding any other provisions of this determination, the parties to this determination agree that any party to this determination may make an application to the Industrial Relations Commission of New South Wales to vary rates of remuneration to account for changes in the price of fuel only, on the following basis:

- (a) an application to vary rates of remuneration for changes in the price of fuel only may be made at any time, provided that the date upon which any fuel rate adjustment is sought to become operative is at least one calendar month after the last occasion upon which a fuel rate adjustment became operative;
  - (b) subject to paragraphs (c) and (d) below, the rates of remuneration shall vary using the existing rise and fall formula for the price of fuel in this determination;
  - (c) it is not a requirement of any such application that the rate adjustment sought for fuel only be one which is either below or above any minimum threshold amount; and
  - (d) the agreed benchmark for the price of fuel shall be the Australian Institute of Petroleum NSW weekly average for the retail price of diesel for the week ending immediately prior to the date of filing the application, excluding GST. Should the agreed benchmark become unavailable the parties shall determine an alternative appropriate benchmark.
- (3) The parties to this determination shall take all necessary steps to enable an application made pursuant to subclause (2) hereof to be heard and determined at the earliest possible time, including but not limited to, consenting to have the Industrial Relations Commission of NSW hear and determine any such application within 48 hours from the initial listing of the application.
- (4) The fuel index, reflecting current rates, is 138 cents per litre. This index is exclusive of GST.
- (9) Applications for adjustment to the Garbage Compactor Allowance in Table 2 of Part B shall be made by reference to the percentage increase in the supply and installation of such compactor bodies by MacDonald Johnston Engineering Company Pty Ltd.
3. This variation shall take effect on and from 21 January 2009.

F. MARKS *J*

**ENTERPRISE AGREEMENTS APPROVED  
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

**EA09/1 - Marist Youth Care Limited Enterprise Agreement 2008**

**Made Between:** Marist Youth Care Limited -&- the Australian Services Union of N.S.W..

**New/Variation:** Replaces EA01/120.

**Approval and Commencement Date:** Approved and commenced 24 December 2008.

**Description of Employees:** The agreement applies to all employees employed by Marist Youth Care Limited, located at 151 Reservoir Street, Blacktown NSW 2148, engaged in the Out of Home Care and High needs programs, who fall within the coverage of the Social and Community Services Employees (State) Award.

**Nominal Term:** 12 Months.

**EA09/2 - Sydney Markets Limited Enterprise Agreement 2009**

**Made Between:** Sydney Markets Limited -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** Replaces EA06/56.

**Approval and Commencement Date:** Approved 7 January 2009 and commenced 27 January 2009.

**Description of Employees:** The agreement applies to all employees employed by Sydney Markets Limited, located in the Market Plaza Bldg. Parramatta Rd, Sydney Markets, NSW 2129, engaged in the clerical administration, servicing, maintenance and security, who fall within the coverage of the Sydney Markets Award 2003.

**Nominal Term:** 36 Months.

**EA09/3 - The Dioceses of Maitland Newcastle Catholic Schools Office Enterprise Agreement 2008**

**Made Between:** Catholic Schools Office Diocese of Maitland/Newcastle -&- the New South Wales Independent Education Union.

**New/Variation:** Replaces EA97/195.

**Approval and Commencement Date:** Approved and commenced 4 November 2008.

**Description of Employees:** The Agreement applies to all employees employed by the Catholic Schools Office Diocese of Maitland - Newcastle, located at Hunter Street Newcastle West NSW 2300, who fall within the coverage of the School Support Staff (Country and Regional Dioceses) (State) Award 2005.

**Nominal Term:** 2 Months.

**EA09/4 - Public Interest Advocacy Centre Ltd Enterprise Agreement**



**Made Between:** Public Interest Advocacy Centre Ltd -&- the Australian Services Union of N.S.W..

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 3 November 2008.

**Description of Employees:** The agreement applies to all employees employed by Public Interest Advocacy Centre Ltd, located at 299, Elizabeth Street, Sydney NSW 2000, Social and Community Services Employees (State) Award.

**Nominal Term:** 36 Months.

#### **EA09/5 - Warringah Council Rangers' Agreement 2008**

**Made Between:** Warringah Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** Replaces EA04/105.

**Approval and Commencement Date:** Approved and commenced 2 October 2008.

**Description of Employees:** The agreement applies to all employees employed by Warringah Council, located at 725 Pittwater Rd, Dee Why NSW 2099, engaged in the capacity of Ranger (see exception in clause 6(d). Senior Ranger and Co-ordinator Rangers who fall within the coverage of the Local Government (State) Award 2007.

**Nominal Term:** 36 Months.

#### **EA09/6 - Port Stephens Council Enterprise Agreement 2008**

**Made Between:** Port Stephens Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales.

**New/Variation:** Replaces EA03/186.

**Approval and Commencement Date:** Approved 10 October 2008 and commenced 1 September 2008.

**Description of Employees:** The agreement applies to all employees employed by Port Stephens Council, located at Raymond Terrace NSW 2324, (with the exception of Group Managers and the General Manager) who fall within the coverage of the Local Government (State) Award 2007.

**Nominal Term:** 36 Months.

**EA09/7 - Mars Inc. Workplace Agreement 2007**

**Made Between:** Mars Inc. -&- Joanne Baker, Josh Baldock, Thomas Barrat, Patrick Beinke, Sam Belcastro, Andrew Bonsall, Stephen Campbell, Vito Cappiello, Lloyd Edwards, Dan Farr, Paul Freeman, Peter Gontier, Michelle Griffin, Ben Hawdon, Robert Hayward, Daniel Hills, Steven Jones, Judy Kelly, Michael Lappin, Michael Laron, Marc Lulham, John Massoud, Evans Michael, Matthew Mitchell, Andrew Moore, Christopher Moroney, Adam Newall, Steve O'Brien, Hilary O'Hare, Andrea Onggowarisito, Kylie Page, Archie Papaminas, Adrian Parker, Holly Pinkerton, John Repacci, Siu Lan Riddell, Ben Rigby, Alem Sarwary, Suzanne Shamir, Ricky Sofinowsky, Russell Spurr, Zarn Stewart, Andrew Tait, Celia Tan, Dimitri Volanakis, Peter Waite, Gordon Wheat, Johnstone Yvonne, Victor Zonka.

**New/Variation:** Replaces EA04/317.

**Approval and Commencement Date:** Approved and commenced 10 March 2008.

**Description of Employees:** The agreement applies to all employees employed by Mars Inc. located at Gladesville NSW 2111, who fall within the coverage of the Restaurants, &c., Employees (State) Award, Miscellaneous Gardeners, &c. (State) Award, Nurseries Employees (State) Award, Miscellaneous Workers' - General Services (State) Award, and Transport Industry - Mixed Enterprises Interim (State) Award.

**Nominal Term:** 36 Months.

**EA09/8 - Woronora General Cemetery and Crematorium Trust Enterprise Agreement 2008**

**Made Between:** Woronora General Cemetery and Crematorium Trust -&- The Funeral and Allied Industries Union of New South Wales Branch.

**New/Variation:** Replaces EA06/193.

**Approval and Commencement Date:** Approved 28 January 2009 and commenced 22 December 2008.

**Description of Employees:** The agreement applies to all employees employed by Woronora General Cemetery and Crematorium Trust located at Linden Street, Sutherland NSW 1499, who fall within the coverage of the Cemetery and Crematoria Employees (State) Award.

**Nominal Term:** 36 Months.

**EA09/9 - Catholic Cemeteries Board Administrative Employees Enterprise Agreement 2008-2011**

**Made Between:** Catholic Cemeteries Board -&- Markus Blaskovic, Lorraine Ewing, Gridassova Gridassova, Heather Halloran, Lucy Jackson-Napier, Paula Kuban, Sunitha Muralidhar, Lenard Norris, Nicole Phillips.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 18 December 2008.

**Description of Employees:** The agreement applies to all administrative employees employed by Catholic Cemeteries Board, located at Barnet Avenue, Rookwood, Lidcombe NSW, who fall within the coverage of the following awards: Clerical and Administrative Employees (State) Award, and the Clerical and Administrative Employees (Catholic Personal Carer's Leave) Award.

**Nominal Term:** 26 Months.

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**CONTRACT AGREEMENTS APPROVED  
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)

**CA09/1 - TNT Australia - TWU New Soth Wales Contract Carriers) Agreement 2008-2010**

**Made Between:** Riteway Transport Pty Ltd, TNT Australia Pty Limited -&- the Transport Workers' Union of New South Wales.

**Variation:** CA08/1

**Approval and Commencement Date:** Approved and commenced 13 October 2008.

**Description of Employees:** The agreement applies to all contract carriers employed by TNT Australia Pty Ltd and Riteway Transport Pty Ltd, who fall within the coverage of the Transport Industry - General Carriers Contract Determination.

**Nominal Term:** 26 Months.

**CA09/2 - CEVA Logistics (Australia) - TWU New South Wales (Contractors) Heads of Agreement 2008**

**Made Between:** Ceva Logistics (Australia) Pty Ltd -&- the Transport Workers' Union of New South Wales.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 14 November 2008 and commenced 1 January 2008.

**Description of Employees:** The contract agreement applies to all contract carriers employed by CEVA Logistics (Australia) Pty Ltd, located at 77H Millers Road, Brooklyn Victoria 3012 , who fall within the coverage of the Transport Industry - General Carriers Contract Determination and the Transport Industry - Car Carriers (NSW) Contract Determination.

**Nominal Term:** 24 Months.

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