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NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

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(135)

**SERIAL C8673****CLERICAL AND ADMINISTRATIVE EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Union NSW, Industrial Organisation of Employees

(Case No. 2016/372086)

Before Acting Chief Commissioner Tabbaa

16 December 2016

**VARIATION**

1. Delete Part B, Monetary Rates of the award published 15 January 2016 (378 I.G. 824) and insert in lieu thereof the following:

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

The following Minimum rates of wages shall take effect from the first pay period to commence on or after 16 December 2016.

Grade	SWC 2015 %	Weekly Rate Including 2015 Increase \$	SWC 2016 %	Weekly Rate Including 2016 Increase \$
1	2.5	708.30	2.5	726.00
2	2.5	734.60	2.5	753.00
3	2.5	776.80	2.5	796.20
4	2.5	829.20	2.5	849.90
5	2.5	905.50	2.5	928.10

**Table 2 - Junior Wages**

- (a) Equivalent to grade 3 or above

Age	SWC 2015 %	Weekly Rate Including 2015 Increase \$	SWC 2016 %	Weekly Rate Including 2016 Increase \$
At 17 years of age	2.5	373.90	2.5	383.20
At 18 years of age	2.5	462.10	2.5	473.70
At 19 years of age	2.5	528.10	2.5	541.30
At 20 years of age	2.5	623.40	2.5	639.00

- (b) All other junior employees

Age	SWC 2015	Weekly Rate Including 2015 Increase %	SWC 2016	Weekly Rate Including 2016 Increase
Under 17 years of age	2.5	280.60	2.5	287.60
At 17 years of age	2.5	351.40	2.5	360.20

At 18 years of age	2.5	430.70	2.5	441.45
At 19 years of age	2.5	488.30	2.5	500.50
At 20 years of age	2.5	574.60	2.5	588.95

**Table 3 - Telephone Canvassers (Other than for the Sale of Goods)**

Classification	SWC 2015 %	Weekly Rate Full- time \$	SWC 2016 %	Weekly Rate Full- time \$	Weekly Rate Part- time (Weekly rate divided by 38) \$	Hourly Rate Casual (Weekly rate divided by 38 plus 20% loading includes 1/12 holiday pay) \$
Telephone Canvasser	2.5	680.10	2.5	697.10	18.34	23.85

**Table 4 - Other Rates and Allowances**

Item No.	Clause	Brief Description	2015 Amount \$	2016 Amount \$
1	9.9.1	Saturday Loadings: Adult Employees under 21 years of age	20.30 13.70	20.80 14.05
2	10.3.2	Meal Money (shift Work)	14.65	15.00
3	13.1	Meal Allowance (Overtime)	14.65	15.00
4	13.5	Own Car Allowance: per week For vehicle 1,500cc and under For a vehicle over 1,500cc	107.80 133.20	110.50 136.55
5	13.5	Own Car allowance For use on a casual or incidental basis	0.73 per Km	0.75 per km
6	13.7	First-Aid Allowance	12.10	12.40

2. This variation shall take effect from the first pay period to commence on or after 16 December 2016.

I. TABBAA, Commissioner.

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(1131)

**SERIAL C8679**

**CROWN EMPLOYEES (AUSTRALIAN MUSIC EXAMINATIONS  
BOARD (NEW SOUTH WALES) EXAMINERS, ASSESSORS AND  
CHIEF EXAMINERS) AWARD 2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Board of Studies, Teaching and Educational Standards.

(Case No. 2016/369930)

Before Acting Chief Commissioner Tabbaa

16 December 2016

**AWARD**

**PART A**

**1. Arrangement**

Clause No.	Subject Matter
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PART A

- |     |  |
|-----|--|
| 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. | Chief Examiners                        |
| 11. | Minimum Payment                        |
| 12. | Superannuation                         |
| 13. | Salary Sacrifice to Superannuation     |
| 14. | Deduction of Unions' Membership Fees   |
| 15. | No Further Claims                      |
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| 18. | Examination Procedures                 |
| 19. | Recruitment of Examiners and Assessors |
| 20. | Performance Development                |
| 21. | System Improvements                    |
| 22. | Dispute Resolution Procedures          |
| 23. | Duties as Directed                     |
| 24. | Work Health and Safety                 |
| 25. | Termination of Services                |
| 26. | Area, Incidence and Duration           |

PART B

MONETARY RATES

Table 1 - Base Rates

Table 2 - Allowances for Chief Examiners

## 2. Dictionary

- 2.1 "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.
- 2.2 "Assessors" means persons employed to undertake marking of the AMEB (NSW) written examination papers and paid by the number of papers marked per hour.
- 2.3 "Chief Examiners" 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.
- 2.4 "Employees" means Chief Examiners, Assessors and Examiners employed by the Board of Studies, Teaching and Educational Standards.
- 2.5 "Examination Headquarters" means the Australian Music Examinations Board Music Studios at 117 Clarence Street, Sydney.
- 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 "Metropolitan Area" means a 40-kilometre radius from the AMEB (NSW) examination headquarters.
- 2.8 "Parties" means the Board of Studies, Teaching and Educational Standards, the Australian Education Union New South Wales Teachers Federation Branch and the New South Wales Independent Education Union.
- 2.9 "State Manager" means the State Manager, AMEB (NSW), employed under the Government Sector Employment Act 2013 by the Board of Studies, Teaching and Educational Standards, New South Wales and accountable to the President, Board of Studies, Teaching and Educational Standards, New South Wales for the total management of the AMEB (NSW) and the management of the AMEB (NSW) personnel and finances.
- 2.10 "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.
- 2.11 "President" means the person holding or acting in the office of the President of the Board of Studies, Teaching and Educational Standards pursuant to section 7 of the Board of Studies, Teaching and Educational Standards Act 2013. The President is the Agency Head pursuant to section 28 of the Government Sector Employment Act 2013. Reference to the President may from time to time refer to his/her delegate, meaning a person delegated by the President to perform functions associated with the office
- 2.12 "Unions" means the Australian Education Union New South Wales Teachers Federation Branch and the New South Wales Independent Education Union.

## 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, 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.
- 4.2 The conduct of online assessment is being developed in stages. This will also allow for on-screen assessment preliminary to grade 2 (Theory, Musicianship and Music Craft) to be automatically marked by computer from 2010. During the transition from paper based to online examinations, paper based examinations will continue to be marked by assessors and remunerated in accordance with clause 5.1.

#### 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 paid pursuant to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor or as amended from time to time.

## 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 the allowance rates for casual use of motor vehicles applied to an average 40 km and paid pursuant to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor as amended from time to time.

- 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 by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor as amended from time to time.

- 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 paid at the applicable rate pursuant to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor as amended from time to time.

## 9. Family Leave Provisions

- 9.1 The President 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).

9.2.1.1A 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 President 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 President 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 President 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 Employee is not entitled to any payment for the period of non-attendance.
- 9.5.3 The President 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. Chief Examiners**

- 10.1 Chief Examiners shall be remunerated on a per annum allowance basis ascending according to student candidature in each respective instrument group. Chief Examiners 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 Chief Examiners 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 Chief Examiners 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 three hours, calculated in accordance with this award, from the time examining commences.

### **12. Superannuation**

- 12.1 All examiners, assessors and Chief Examiners 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. Deduction of Unions' Membership Fees**

- 14.1 The unions shall provide the employer with a schedule setting out unions' fortnightly membership fees payable by members of the unions in accordance with the unions' rules.
- 14.2 The unions shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of unions' fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 14.3 Subject to 14.1 and 14.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the unions' rules, provided that the employee has authorised the employer to make such deductions.

- 14.4 Monies so deducted from employees' pay shall be forwarded regularly to the unions together with all necessary information to enable the unions to reconcile and credit subscriptions to employee's union membership accounts.
- 14.5 Unless other arrangements are agreed to by the employer and the unions, all unions' membership fees shall be deducted on a fortnightly basis.
- 14.6 Where an employee has already authorised the deduction of union's membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

### **15. No Further Claims**

- 15.1 Except as provided by the Industrial Relations Act 1996, prior to 31 December 2019, 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.

### **16. Hours of Work**

- 16.1 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.
- 16.2 Examiners shall be entitled to a one-hour unpaid meal break between the hours of 12 noon and 2.00 p.m.
- 16.3 Examiners shall be entitled to a morning and afternoon tea break of ten minutes each, which shall count as time worked.
- 16.4 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 Government Sector Employment Act 2013.
- 16.5 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.
- 16.6 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.

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

- 17.1 Examiners and assessors shall strictly adhere to the official timetable, other than in circumstances recognised by the State Manager as being beyond their control.
- 17.2 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.
- 17.3 The AMEB (NSW) shall supply appropriate identification to examiners to be worn during their hours of work.

### **18. Examination Procedures**

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

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

- 19.1 The AMEB (NSW) selection criteria for the recruitment of examiners and assessors include:
- 19.1.1 relevant music and/or speech and drama qualifications;
  - 19.1.2 developed skills in teaching and performance;
  - 19.1.3 excellent interpersonal skills;
  - 19.1.4 communications skills and ability to articulate concepts clearly;
  - 19.1.5 constructive, supportive and analytical report writing skills;
  - 19.1.6 sound understanding of the stylistic elements essential to performance;
  - 19.1.7 demonstrated knowledge of the AMEB (NSW) repertoire, syllabus requirements and regulations;
  - 19.1.8 demonstrated a professional understanding of the standards obtainable at each grade level within the syllabus and availability to examine.
- 19.2 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.

### **20. Performance Development**

- 20.1 The performance development scheme already agreed by the parties for examiners and assessors addresses three objectives and shall:
- 20.1.1 ensure that Chief Examiners 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);
  - 20.1.2 provide work reports to examiners and assessors who need these for employment purposes;
  - 20.1.3 assist examiners and assessors whose performance is causing concern.
- 20.2 The parties are to monitor the implementation of the performance development scheme and agree to appropriate refinements if required.
- 20.3 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.

### **21. System Improvements**

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

## **22. Dispute Resolution Procedures**

- 22.1 Subject to the provisions of the Industrial Relations Act 1996, the following procedures shall apply:
- 22.1.1 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.
- 22.1.2 If the dispute is not resolved at this level, the matter shall be referred to the President, Board of Studies, Teaching and Educational Standards, 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.
- 22.1.3 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

## **23. Duties as Directed**

- 23.1 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.
- 23.2 Any directions issued by the State Manager pursuant to subclause 23.1 of this clause shall be consistent with the State Manager's responsibility to provide a safe and healthy working environment.

## **24. Work Health and Safety**

- 24.1 For the purposes of this clause, the following definitions shall apply:
- 24.1.1 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 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.
- 24.1.2 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.
- 24.2 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):
- 24.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 24.2.2 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;
- 24.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- 24.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

24.3 Nothing in this clause 24 is intended to affect or detract from any obligation or responsibility upon a labour hire business under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

24.4 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 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.

24.5 This clause operates from 21 March 2006.

## 25. Termination of Services

25.1 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.

## 26. Area, Incidence and Duration

26.1 This award covers all persons employed by the Board of Studies, Teaching and Educational Standards as AMEB (NSW) Examiners, Assessors and Chief Examiners.

26.2 This award rescinds and replaces the Crown Employees (Australian Music Examinations Board (New South Wales) Examiners, Assessors and Advisers) Award 2014, published 15 January 2016 (378 IG 953) and variation published 19 February 2016 (379 IG 1).

26.3 This award shall take effect on and from 1 January 2017 with a nominal term until and including 31 December 2019.

26.4 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 24 November 2015.

## PART B

### MONETARY RATES

Table 1

	Amount Per Hour \$
Base rate on and from 1 January 2017	81.37
Base rate on and from 1 January 2018	83.40
Base rate on and from 1 January 2019	85.49

Table 2 - Allowances for Chief Examiners

Chief Examiners per annum allowance	2.5% On and from 1/1/17 \$	2.5% On and from 1/1/18 \$	2.5% On and from 1/1/19 \$
Level 1: candidature 0 to 100	960	984	1009
Level 2: candidature 101 to 3,000	1927	1975	2024

Level 3: candidature 3,001 to 15,000	2887	2959	3033
Level 4: candidature Over 15,001	3846	3942	4041

**Table 3 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	On and from 1/1/17 \$	On and from 1/1/18 \$	On and from 1/1/19 \$
1	8.1	Metropolitan travel allowance to AMEB (NSW) examination headquarters	10.56	10.56	10.56
2	8.2	Travel allowance per km outside metropolitan area: -Up to 8,000 km per annum -Over 8,000 km per annum	0.660 0.264	0.660 0.264	0.660 0.264

I. TABBAA, Commissioner.

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(1297)

**SERIAL C8678**

**CROWN EMPLOYEES (BOARD OF STUDIES, TEACHING AND  
EDUCATIONAL STANDARD - EDUCATION OFFICERS) SALARIES  
AND CONDITIONS AWARD 2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Board of Studies, Teaching and Educational Standards.

(Case No. 2016/369981)

Before Acting Chief Commissioner Tabbaa

16 December 2016

**AWARD**

**Arrangement**

Clause No.      Subject Matter

PART A

1. Title
2. Definitions
3. Salaries
- 3A. Deduction of Union Membership Fees
4. Salary Packaging
5. Salary Sacrifice to Superannuation
6. Conditions Fixed by Other Awards
7. Appointment and Mobility Provisions
8. Flexible Work Arrangements
9. Work Outside the Ordinary Hours of Work
10. Consultation
11. Training and Development
12. Performance Appraisal
13. Technology
14. Dispute Resolution Procedures for the Parties
15. Duties as Directed
16. Personal/Carer's Leave
17. Work Health and Safety
18. Anti-Discrimination
19. No Further Claims
20. Area Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

**PART A**

**1. Title**

1. This Award shall be known as the Crown Employees (Board of Studies, Teaching and Educational Standards - Education Officers) Salaries and Conditions Award 2017

## 2. Definitions

- 2.1 "Aboriginal Education Consultative Group" means a branch of the Board of Studies, Teaching and Educational Standards providing secretariat support to the independent, community based incorporated organisation, Aboriginal Education Consultative Group Inc., formed to provide advice and guidance to the Minister for Education on the direction of Aboriginal education in New South Wales.
- 2.2 "Act" means the Government Sector Employment Act 2013, the Government Sector Employment Regulation 2014 and the Government Sector Employment Rules 2014.
- 2.3 "Banked Time" means the amount of time by which Flex time is reduced by one or more days at the end of a settlement period for the purpose of being re-credited to the officer to cover approved absences from work in future settlement periods.
- 2.4 "Board" means the Board of Studies, Teaching and Educational Standards NSW.
- 2.5 "Chief Education Officer" means a salary classification that includes, but is not restricted to, Board Inspectors; President, Aboriginal Education Consultative Group; Chief Project Officers; Chief Curriculum Officers, and any successor performing the same role.
- 2.6 "Core time" means the period during the day when an officer may be required to be on duty that is 9.30 am to 3.30 pm.
- 2.7 "Education Officer" means a salary classification for jobs and any successor performing the role within the Aboriginal Education Consultative Group.
- 2.8 "Employed" or "employment" means when an Officer employed on an ongoing basis, on secondment, temporarily employed or temporarily assigned by the Board of Studies, Teaching and Educational Standards pursuant to the Government Sector Employment Act 2014.
- 2.9 "Excess hours" shall mean all time on weekends or public holidays and all hours before or after the bandwidth hours specified at clause 8.5 necessarily occupied by direction of, or on their own initiative with the approval of, the President in the performance of work which from its character or from special circumstances cannot be performed during the applicable bandwidth hours applying at the Officer's headquarters. Provided that excess hours for Officers for whom usual office hours are not fixed or for Officers engaged in field work shall mean all such time on any day in excess of their bandwidth hours of work per week divided by five.
- 2.10 "Federation" means the Australian Education Union New South Wales Teachers Federation Branch.
- 2.11 "Field Officer" means a Liaison Officer.
- 2.12 "Flex time" is the hours accrued under flexible work arrangements in a settlement period which may be carried forward to the next settlement period, unless accrued as Banked Time.
- 2.13 "Flex Leave" means Flex time carried forward or already accrued in a settlement period and then used to cover approved absences from work during the same settlement period.
- 2.14 "Branch Secretary" means the Branch Secretary of the Australian Education Union New South Wales Teachers Federation Branch.
- 2.15 "Headquarters" means the administrative centre where the major part of the Officer's work is performed, where the Officer normally reports or the office to which the Officer is attached.
- 2.16 "Industrial instrument" means an award, an enterprise agreement, a public sector industrial agreement, a former industrial agreement, a contract determination or a contract agreement.
- 2.17 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the New South Wales Industrial Relations Act 1996.

- 2.18 "Industrial Relations Secretary" means the employer of the staff of the Public Service for the purpose of industrial proceedings as established under Part 4, Division 4 of the Act.
- 2.19 "Officer" or "Officers" means a person or all persons who is/are employed by or in the Board of Studies, Teaching and Educational Standards in the salary classifications of Chief Education Officer; Principal Education Officer; Senior Education Officer, Grade 1; Senior Education Officer, Grade 2; or Education Officer.
- 2.20 "Parties" means the Board of Studies, Teaching and Educational Standards, the Australian Education Federation New South Wales Teachers Federation Branch and the Industrial Relations Secretary.
- 2.21 "Ongoing employment" means employment to an ongoing role pursuant to section 43 of the Act.
- 2.22 "President" means the person holding or acting in the office of the President of the Board of Studies, Teaching and Educational Standards pursuant to section 7 of the Board of Studies, Teaching and Educational Standards Act 2013. The President is the Agency Head pursuant to section 28 of the Government Sector Employment Act 2013. Reference to the President may from time to time refer to his/her delegate, meaning a person delegated by the President to perform functions associated with the office
- 2.23 "Principal Education Officer" means a job classification that includes, but is not restricted to Principal Curriculum Officers, Principal Assessment Officers and any successor performing the same role.
- 2.24 "Secondment" means when the Board of Studies, Teaching and Educational Standards employs by making use of the services of an officer of the Department of Education.
- 2.25 "Senior Education Officer, Grade 1" means a salary classification that includes, but is not restricted to, Assessment Officers, Curriculum Officers, Project Officers and any successor performing the same role.
- 2.26 "Senior Education Officer, Grade 2" means a salary classification that includes, but is not restricted to, Liaison Officers, Senior Assessment Officers, Senior Curriculum Officers, Senior Planning Officers, Senior Project Officers and any successor performing the same role.
- 2.27 "Standard Hours" means the ordinary hours of duty which are worked in the absence of flexible working hours between 8.30am to 4.30pm (or as otherwise determined by the President), with an hour for lunch, Monday to Friday.
- 2.28 "Temporarily assigned" means employment of an Officer pursuant to section 46 of the Act.
- 2.29 "Temporarily employed" means when the Board of Studies, Teaching and Educational Standards employs an Officer pursuant to section 43 of the Act.
- 2.30 "Union" means the Australian Education Union New South Wales Teachers Federation Branch
- 2.31 "Western Division" means the Western Division of the State of New South Wales as defined by the Act.

### 3. Salaries

- 3.1 Officers will be employed in the salary classifications as defined in clause 2, Definitions.
- 3.2 Officers will be employed at annual salary levels not less than those for the classifications as set out in Part B, Monetary Salary Rates, except as may be provided for in respect of clause 4, Salary Packaging.
- 3.3 Unless the President determines otherwise in accordance with subclause 3.4 of this clause, new Officers will be remunerated at the minimum salaries on commencement of employment under each of the classifications set out in the said Table 1, as follows:

Education Officer Level 1, 1st Year of Service;

Senior Education Officer, Grade 1 Level 1;

Senior Education Officer, Grade 2 the single salary point specified;

Principal Education Officer the single salary point specified;

Chief Education Officer, Grade 1, Level 1.

Chief Education Officer, Grade 2 the single salary point specified.

3.4 The President will determine the remuneration of new Officers:

3.4.1 at the minimum rate of the appropriate salary classification; or

3.4.2 at such higher level specified in Table 1, having regard to:

the applicant's skill, experience and qualifications; and

the rate required to attract the applicant; and

the remuneration of existing Officers performing similar work.

3.5 An Officer employed in the salary classification of Chief Education Officer, Senior Education Officer Grade 1 or Education Officer shall be entitled to progress along or be maintained on the incremental scale for the officer's salary classification after each 12 months of service subject to the officer demonstrating by means of an annual review continuing efficiency in work practice, satisfactory performance and professional growth.

3.6 The salary payable for Chief Education Officers includes remuneration for all incidences of employment, including any existing expense or other allowance paid to Chief Education Officers covered prior to this award, for all hours worked and all other compensatory or other allowances other than:

3.6.1 annual leave loading;

3.6.2 travel or subsistence allowances;

3.6.3 allowances in relation to relocation expenses;

3.6.4 any approved reimbursement paid in relation to expenses incurred in the discharge of the Officer's duties.

3.7 Chief Education Officers employed by the Board as at the date this Award is made by the Industrial Relations Commission, that is, prior to the creation of the Grade 1 and Grade 2 Chief Education Officer classifications under this Award, will be redesignated at the Chief Education Officer Grade 1 classification and will remain on the previous five level single Chief Education Officer scale unless transferred or assigned to a role at the Chief Education Officer Grade 2 classification by the President . All Chief Education Officers appointed after the date that this Award is made by the Industrial Relations Commission will be employed at either the Chief Education Officer Grade 1 or Grade 2 classification as determined by the President.

### **3A. Deduction of Union Membership Fees**

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

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

- (iii) Subject to (i) and (ii) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- (iv) Monies deducted from employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employee's union membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) 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 read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

#### **4. Salary Packaging**

- 4.1 Officers may participate in the Board's salary packaging scheme.
- 4.2 Except as otherwise provided in the agreed salary packaging scheme, Officers must be employed on the same conditions as set out in the award.

#### **5. Salary Sacrifice to Superannuation**

- 5.1 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 3, Salaries, 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. The availability of salary for packaging purposes will be determined following payment of post tax commitments and payroll deductions such as employee superannuation contributions, union fees, health fund, premiums and maintenance orders etc.
- 5.2 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
  - (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
  - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the said clause 3 in the absence of any salary sacrifice to superannuation made under this award.
- 5.3 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
  - (a) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
  - (b) subject to the department or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 5.4 Where an employee makes an election in terms of subclause 5.3 of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.

5.5 Where the employee is a member of a superannuation scheme established under:

- (a) the *Police Regulation (Superannuation) Act 1906*;
- (b) the *Superannuation Act 1916*;
- (c) the *State Authorities Superannuation Act 1987*;
- (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
- (e) the *First State Superannuation Act 1992*,

the employee's department or agency must ensure that the amount of any additional employer superannuation contributions specified in subclause 5.1 of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

5.6 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 5.5 of this clause, the department or agency will continue to base contributions to that fund on the salary payable under clause 3 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.

## 6. Conditions Fixed By Other Awards

6.1 The following industrial instruments and regulation or any successor thereto and any variations from time to time to the same, insofar as they fix conditions of employment applying to Officers covered by this award and pursuant to this award, shall apply to Officers unless specifically varied by this award in which case the provisions of this award take precedence:

Crown Employees (Transferred Officers Excess Rent Assistance) Agreement No. 2354 of 1981;

Crown Employees (Transferred Employees Compensation) Award

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009;

Government Sector Employment Act 2013

Government Sector Employment Regulation 2014

Government Sector Employment Rules 2014

## 7. Appointment and Mobility Provisions

7.1 Where the public service sick leave entitlement is exhausted, Officers on secondment from the Department of Education or Officers temporarily employed from any other New South Wales Government Department/Declared Authority can access, provided the Board agrees, cumulative sick leave entitlements for their use, provided this is agreed to by the Department of Education or any other New South Wales Government Department/Declared Authority. The conversion of the cumulative sick leave entitlement will be attended to by the Board.

7.2 Officers on secondment from the Department of Education and Officers temporarily employed from any other New South Wales Government Department/Declared Authority can access, provided the Board agrees, any accrued long service leave entitlements for their use, provided this is agreed to by the Department of Education or the relevant New South Wales Government Department/Declared Authority. The conversion of the long service leave entitlement will be attended to by the Board.

- 7.3 The Board will facilitate, where agreed, an Officer's portability of entitlements for long service and sick leave whilst they are in the employment of the Board.
- 7.4 In addition to the provisions of the Public Sector Employment Regulation 2014 and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor or as amended from time to time where the balance of any period of maternity/adoption leave extends beyond the period an Officer is employed, the Board will pay the difference in salary between the Officer's substantive salary and the salary whilst at the Board for the term of the leave taken, unless it coincides with any period of paid leave other than maternity/adoption leave.
- 7.5 An extension of a period of employment in order to coincide with an Officer's return to a teaching service for Day 1 Term 1 Eastern Division or Day 1 Term 1 Western Division of a school year or to reflect a change in the Department of Education's policy will be taken into specific regard in Board employment practices.
- 7.6 The Board's superannuation provisions are to be no less beneficial than what Officers on secondment or Officers temporarily employed from any other New South Wales Government Department/Declared Authority would have received had they remained in their original positions.
- 7.7 Officers who demonstrate that they are existing contributors to either the State Superannuation Fund or the State Authorities Superannuation Scheme are entitled to retain their membership of those schemes as provided for in the Superannuation Act 1916, the State Authorities Superannuation Act 1987 or the First State Superannuation Act 1992.
- 7.8 Credit of recreation leave may be granted to Officers on secondment or temporarily employed Officers recruited directly from schools or TAFE colleges, in accordance with the following:

If the Officer Commences: Recreation Leave to be credited

January before 18th	10 days
January on or after 18th	5 days
February	5 days
March before 30th	5 days
March on or after 30th	10 days
April before vacation	10 days
April on or after 27th	5 days
May	5 days
June before 15th	5 days
June on or after 15th	10 days
July before vacation	10 days
July on or after 20th	5 days
August	5 days
September before 7th	5 days
September on or after 7th	10 days
October	5 days
November before 10th	5 days
November on or after 10th	10 days
December	10 days

Thereafter, recreation leave accrues at the normal rate.

- 7.9 To avoid excessive accrual of recreation leave, as described in clause 77.2 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 the President may direct an officer to take accrued recreation leave. Such direction will coincide with school vacation periods.
- 7.10 For the purpose of workers' compensation, the employer of Officers is the Board in terms of the Workers Injury Management and Workers Compensation Act 1998 or any successor thereto.

- 7.11 The letters of employment for all Officers will designate the salary and conditions of employment. For Officers on secondment from the Department of Education and Officers temporarily employed or temporarily appointed, the letters of employment will designate the duration, salary and conditions of their employment.

## **8. Flexible Work Arrangements**

The conditions under which flexible working hours operate are set out in this clause.

- 8.1 No officer can be directed to work under Flexible Work Arrangements. Those officers not participating in Flexible Work Arrangements will work standard hours as defined in clause 2.27.
- 8.2 To avoid excessive accrual of Accrued Work Time (AWT) the President may direct an officer to take accrued hours. Such direction will coincide with school vacation periods. Accrued Work Time is defined in Clause 8.13.
- 8.3 An officer may only work outside the hours of a standard day (7 hours) but within the bandwidth (7am - 7pm) and accrue hours toward a flexible working hours credit if the work is available to be performed.
- 8.4 Application

The Flexible Work arrangements that apply to Officers covered by this award are set out as follows:

- 8.4.1 Principal Education Officers, Senior Education Officers (except for Field Officers) and Education Officers -Clauses 8.4 to 8.13 inclusive and 8.15 to 8.18 inclusive.
- 8.4.2 Field Officers (Liaison Officers) Clauses 8.14 to 8.18 inclusive.
- 8.4.3 Chief Education Officers (CEO's) Clause 8.19.
- 8.5 Settlement Period
- 8.5.1 The settlement period for the purpose of sub-clause 8.4.1 is 12 weeks. The settlement period for the purpose of subclause 8.4.2 is 4 weeks.
- 8.6 Ordinary Hours of Work and Standard Hours
- 8.7 Standard Bandwidth
- 8.7.1 The standard bandwidth is 7.00 am to 7.00 pm. Normal work can be undertaken during the period 7.30 am to 6.00 pm and additional hours work credited as accrued work time (as defined in subclause 8.13 ).
- 8.7.2 If normal work is undertaken at the Officer's own initiative and with the approval of the President or delegate between 7.00 am and 7.30 am or 6.00 pm and 7.00 pm this time will be credited as accrued work time.
- 8.7.3 If an Officer is directed to work between 7.00 am and 7.30 am or 6.00 pm and 7.00 pm or at other times outside the bandwidth, including Saturday and Sunday compensatory leave will be accruable in accordance with clause 9 of this award.
- 8.7.4 An officer, who requests to work outside the standard bandwidth, must obtain approval of their President or delegate. The time worked is to be counted towards Accrued Work time (AWT).
- 8.7.5 If approval to work outside the bandwidth is not sought or given, then the time worked outside the standard bandwidth is not to be counted towards Accrued Work Time (AWT).

## 8.8 Coretime

8.8.1 The standard coretime is 9.30am to 3.30pm subject to the provisions as detailed in clause 8.10.

8.8.2 The standard coretime may only be varied at the request of an individual Officer with the agreement of the President or delegate.

8.8.3 In exceptional circumstances officers may commence work after 9.30 am and/or leave before 3.30 pm and the time taken shall be flex leave. This arrangement must be agreed between the officer and President or delegate.

## 8.9 Hours Worked

8.9.1 All Officers are entitled to work a minimum of 7 hours on any day. An officer cannot be directed to work less than 7 hours on any day. An Officer may choose to work less than 7 hours in one day with the agreement of the President or delegate.

8.9.2 An Officer may elect to change from flexible working hours to standard hours in agreement with the President or delegate.

8.9.3 Nothing in this clause shall prevent the Board requiring an officer to revert to working standard hours following reasonable notice.

8.9.4 Where an officer has completed a minimum of 7 hours on any day and there is no requirement for that officer to remain at the workplace the officer's supervisor can request that the Officer cease work for that day.

## 8.10 Lunch and Meal Breaks

8.10.1 An officer is to take a meal break of at least 30 minutes in a period of 5 hours continuous work.

8.10.2 Lunch breaks must be of at least 30 minutes duration with an entitlement of up to one hour.

8.10.3 Provided customer service is maintained, a longer lunch break of up to two and a half hours may be taken with the supervisor's approval. Lunch breaks may be taken between 11.30am and 2.30pm.

## 8.11 Flexible Working Hours

8.11.1 An officer may vary their flexible working hours or work standard hours at any time in agreement with the President or delegate and in accordance with the provisions of this Award.

## 8.12 Flex Leave and Banked Time Entitlements

8.12.1 All officers are entitled to take combinations of up to six (6) Flex Leave and Banked Time days in any settlement period. This time may be taken together with other forms of leave. The issue of when Flex Leave is taken should be agreed between the Officer and the President or delegate.

8.12.2 An officer may accumulate Banked Time during each settlement period on the following basis:

where the staff member takes 6 Flex Leave days the possible Banked Time is zero;

where the staff member takes 5 Flex Leave days the possible Banked Time is 1 day;

where the staff member takes 4 Flex Leave days the possible Banked Time is 2 days;

where the staff member takes 3 Flex Leave days the possible Banked Time is 3 days;

where the staff member takes less than 3 Flex Leave days the possible Banked Time is 3 days.

- 8.12.3 An officer may accumulate Banked Time of up to three (3) days in each settlement period. Over four settlement periods a maximum or equivalent of 12 days may be accumulated as Banked Time.
- 8.12.4 A Flex Leave day and a Banked Time day are each equivalent to 7 hours. The officer's flextime will be reduced by this amount for each day of Banked Time. Seven (7) hours will be recredited to the staff member's time sheet when a Banked Time day is utilised for leave.
- 8.12.5 Banked Time days may be taken with other forms of leave including Flex Leave and can be taken in quantities ranging from 1 to 12 days over 4 settlement periods.
- 8.13 Accrued Work Time (AWT)
- 8.13.1 All time worked during the settlement period in accordance with this agreement (except paid overtime) will count towards the Officers Accrued Work Time (AWT).
- 8.13.2 An officer should have Accrued Work Time (AWT) of at least 410 hours at the conclusion of a settlement period. The minimum of 410 hours includes all credited AWT and all approved leave.
- 8.13.3 Where Accrued Work Time (AWT) is less than 410 hours at the end of a settlement period the officer will be required to submit a recreation leave form for the amount of the shortfall. Should the officer have no such leave available, leave without pay (LWOP) for the amount of time below 410 hours will apply and the LWOP is credited to the AWT total.
- 8.13.4 During the settlement period an Officer is entitled to accumulate and/or carry forward hours in excess of the 420 ordinary hours up to and including an additional 42 hours in any one settlement period. This additional 42 hours may be taken in the next settlement period as part of the up to 6 Flex Leave days that may be taken. This amount can only be exceeded in exceptional circumstances.
- 8.13.5 Hours worked are to be documented by the officer and supervisor over the settlement period through use of flex time records.
- 8.13.6 Total Accrued Work Time (AWT) is not to exceed 462 on a cumulative basis except in exceptional circumstances.
- 8.13.7 At the conclusion of each settlement period any Accrued Work Time (AWT) in excess of the 420 ordinary, and up to 462 hours, will be carried forward as a credit to the next settlement period, unless accumulated to the officers Banked Time in accordance with Clause 8.12.2.
- 8.13.8 In exceptional situations it is possible that the 462 hour limit may be exceeded. This additional time can be carried forward to the next settlement period but the President or delegate must develop an agreed strategy to ensure that the Officer is able to reduce the AWT to below the 462 hour limit.
- 8.13.9 An officer with Accrued Work Time (AWT) at the conclusion of a settlement period that amounts to less than 420 hours and greater than 410 hours must carry the appropriate debit hours forward to the next settlement period.
- 8.13.10 An officer may vary working hours to suit particular personal needs or absent themselves from work using Flex Leave or Banked Time. Absences of this type may occur on more than one occasion as single or consecutive full or quarter days in a settlement period and will be taken in agreement with the President or delegate. Absences of this type are not to be unreasonably denied, however the work demands of the Board should be recognised.
- 8.13.11 Banked Time and Flex Leave shall be taken:
- (a) as soon as practicable following its accrual;

- (b) recognising that out of school hours and school vacations often provide the most practicable opportunities;
- (c) in multiples of a quarter day only.

#### 8.14 Flexible Working Hours for Field Officers (Liaison Officers)

8.14.1 Flexible working hours of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor or as amended from time to time apply to Field Officers subject to variation of:

Settlement Period

Accumulation and Carry Over

Flex leave

Commencement or Cessation of Duty During Coretime as affected by the terms of subclauses 8.14.2 to 8.18.

8.14.2 Bandwidth hours for Field Officers are between 7.30 a.m. and 6.00 p.m. on each day, Monday to Friday. With the core hours requirement 9.30am to 3.30pm excluding public holidays. A flexible approach will be adopted by Field Officers and management in relation to normal working and flexible working arrangements. The decision in these matters is subject to organisational convenience and an appropriate level of service being provided, having regard to:

- (a) A Field Officer may opt, for personal reasons or work commitments, not to take a flex day in a settlement period, but rather to bank that flex day for use in a later settlement period. Note that the total number of flex days that can be taken is not increased.
- (b) Up to one flex day and one banked flex day, or two banked flex days, may be taken in any settlement period.
- (c) The total number of banked flex days at any one time must not exceed five days.
- (d) To bank a flex day, seven hours is deducted from the total hours worked in the settlement period. The balance of hours (after deducting a banked flex day) may be carried over, up to a maximum of ten hours.

#### 8.15 Separation from the Agency

8.15.1 Where an Officer gives notice of resignation, retirement or transfer to another government department, the President or delegate and Officer will, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours.

8.15.2 The President or delegate will facilitate the elimination of accumulated credit or debit hours by such Officers.

8.15.3 Where an officer has an accumulation of debit hours at the completion of the last day of service, the accumulated recreation leave or moneys owing to that officer will be adjusted accordingly.

8.15.4 Where an Officer has an accumulation of credit hours at the completion of the last day of service, then the accumulated credit hours are to be paid to the officer at the current salary rate. However, if requested by the officer and agreed by the new agency, the credit hours may be carried forward to the new agency.

#### 8.16 Part Time Officers

8.16.1 Part-time Officers may accumulate the same Accrued Work Time (AWT) and have the same rights to flexible working hours as full-time officers. They may not be required to work more than their contract hours.

#### 8.17 Disruption of Transport

8.17.1 Where an Officer is delayed or prevented from attending the workplace as a result of a transport strike or a major transport delay, the following conditions will apply to the period of disruption.

- (a) The Officer may commence or cease duty at any time. Time worked on such days will accumulate in a normal way.
- (b) Where an Officer is unable to attend the workplace due to a transport disruption and is unable to work from home or attend another place of work, then the Officer may take the full day off without penalty provided that any excess Accrued Work Time is cleared in the following settlement period.
- (c) An Officer affected by transport disruption will not be debited recreation leave or leave without pay if the officer has accrued less than the minimum required Accrued Work Time contract hours in the settlement period coinciding with the transport disruption. However, the Officer must ensure that any Accrued Work Time debit is cleared in the following settlement period.

#### 8.18 Working at Home

8.18.1 Working from home is a voluntary and co-operative arrangement which allows Officers to continue their employment during some temporary unforeseen circumstance which prevents their attending the workplace or where work of an intensive nature can be performed efficiently away from the workplace. Approval may be given by the appropriate manager or supervisor for individual Officers to work from home on full salary and entitlements on the basis that the arrangement is short term (up to five days) and is irregular, appropriate outcomes are negotiated and hours of work are agreed. Wherever possible, approval is to be sought in advance.

8.18.2 Working from home on an extended (more than five days) or regular basis on any one occasion rather than on a short-term basis will require a working from home arrangement to be developed by agreement between the parties.

#### 8.19 Chief Education Officers

8.19.1 Chief Education Officers may negotiate with their supervisors for patterns of working hours which meet both the needs of the Board and the personal circumstances of individual Chief Education Officers

8.19.2 Chief Education Officers may elect, from the agreed date of operation of this clause, that is 12 June 2006, to work under the Flexible Work Arrangements pursuant to Clause 8.4.1, except for any work undertaken outside the standard bandwidth in which case the provisions of Clause 8.19.1, rather than Clause 8.7.3 or 8.7.4, will apply

### **9. Work Outside Ordinary Working Hours**

9.1 Work Outside Ordinary Hours for Education Officers, Senior Education Officers, Grade 1 and Senior Education Officers, Grade 2.

9.1.1 The parties agree that Officers directed to work outside ordinary working hours shall be entitled to excess hours and compensatory leave provisions under this clause.

- 9.1.2 For the purpose of calculating excess hours and compensatory leave the bandwidth hours for work:
- (a) directed by the President or delegate shall be 7.30 am to 6.00pm
  - (b) undertaken at the officer's own initiative and with the approval of the President or delegate shall be, except for Field Officers, 7.00 am to 7.00pm
  - (c) performed by Field Officers at the officers own initiative and approved by the President or delegate shall be 7.30 am to 6.00 pm
- 9.1.3 In the absence of flexible working hours the ordinary hours of work shall be 35 hours per week, Monday to Friday.
- 9.1.4 Officers involved in meetings with Board Curriculum Committees, Working Parties, focus teams, etc., may, where there is agreement with the other parties involved, organise teleconferences or electronic exchange. Such meetings or representation arranged as teleconferences or as an electronic exchange may, where possible, also be arranged to minimise the additional hours required to be worked by officers outside bandwidth working hours.

## 9.2 Compensatory Leave

### 9.2.1 Compensatory leave shall be taken:

- (a) as soon as practicable following its accrual:
- (b) recognising that out of school hours and school vacations provide the most practicable opportunities;
- (c) in multiples of a quarter day only;
- (d) within three months of the date of working the excess hours, unless the excess hours worked are banked within the cumulative balance limit and carried forward subject to paragraphs 9.2.2, 9.2.3 and 9.2.4 of this subclause;

and provided further that:

- (i) compensatory leave for weekend duty performed may be accrued and added to the cumulative balance of excess hours accrual;
- (ii) compensatory leave for duty on public holidays may be accrued and added to annual leave credits and, upon termination, will be regarded as recreation leave for the purposes of the Government Sector Employment Regulation 2014 and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009; or its successor or as amended from time to time.
- (iii) an officer must take all compensatory leave granted prior to the last day of service of his/her period of permanent appointment, secondment, temporary appointment or temporary employment.

9.2.2 Compensatory leave may be accrued up to a cumulative balance limit of five days, in any period of three months, in recognition of work performed outside bandwidth hours with the exception of Field Officers. Field Officers shall have a cumulative balance limit of 20 days at any point in time in recognition of work performed outside bandwidth working hours.

9.2.3 Compensatory leave accrued in a calendar year must be taken by January 31 of the following calendar year.

9.2.4 Subject to subclause 9.3 of this clause, leave accumulated above the limit in paragraph 9.2.2 of this subclause or not taken by the date in paragraph 9.2.3 of this subclause, will be forfeited,

unless the Officer acts on a direction by the President to take, at such time as is convenient to the working of the Board, the excess compensatory leave accrued. As far as practicable, the wishes of the Officer concerned will be taken into consideration in directing the time for the taking of that excess compensatory leave.

9.2.5 Officers will have ready access to cumulative balances of accrued compensatory leave to ensure they are appropriately notified of any impending forfeiture.

9.2.6 Compensatory leave may only be granted to Officers whose salary or salary and allowances in the nature of salary are not in excess of the salary classification rate prescribed as the maximum rate for Senior Education Officer, Grade 2, and as varied from time to time.

### 9.3 Calculation of and Payment in Lieu of Compensatory Leave

9.3.1 Where the regularity of the demands of School Certificate and Higher School Certificate examination paper setting and marking program or where it is impracticable for the compensatory leave to be taken, the President shall:

- (a) allow the compensatory leave to continue to accumulate beyond the limit in paragraph 9.2.2 of subclause 9.2 of this clause; or
- (b) subject to paragraphs 9.3.2 and 9.3.3 of this subclause, authorise payment in lieu of compensatory leave.

9.3.2 Calculation of compensatory leave or payment in lieu of compensatory leave shall be undertaken and paid by the following method:

- (a) for all excess hours worked before or after the applicable bandwidth hours at the rate of time and one half for the first two hours and at the rate of double time thereafter;
- (b) for all excess hours worked on Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
- (c) for all excess hours worked on Sunday at the rate of double time;
- (d) for all excess hours worked on public holidays which would normally be a working day at the rate of time and one-half in addition to salary;
- (e) for all excess hours worked on public holidays which would not normally be a working day at the rate of double time and a half.

Provided that

- (i) meal times shall not be included in the calculation of excess hours;
- (ii) if an Officer is absent from duty on any working day during any week in which excess hours have been worked by him/her, the time so lost may be deducted from the total amount of excess hours worked by him/her during the week unless he/she is granted leave of absence on recreation or on account of illness or unless, in the opinion of the President, his/her absence has been caused by circumstances beyond his/her control; and
- (iii) an officer who works excess hours on Saturdays, Sundays or public holidays shall:
  - (a) if payment is made in lieu of compensatory leave, be paid a minimum payment as though he/she has worked for three hours which shall be calculated according to the method as set out in

paragraph 9.3.3 of this subclause and at the appropriate rate prescribed herein;

- (b) be credited with compensatory leave as though he/she has worked minimum of three hours which shall be calculated according to the method as set out in the said paragraph 9.3.3 and at the appropriate rate prescribed herein.

### 9.3.3

- (a) Payment in lieu of compensatory leave for excess hours worked shall not be paid for:
- (i) periods of less than one-quarter of an hour;
  - (ii) time spent travelling, as the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor or as amended from time to time.
  - (iii) periods of excess hours which exceed 35 hours (or 5 days) of accrued time. The entitlement of Field Officers is unaffected by the provision of sub-clause 9.3.3(i)(c).
- (b)
- (i) The formula for the calculation of payment for excess hours at ordinary rates shall be:
 
$$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.8929} \times \frac{1}{35 \text{ hours}}$$
  - (ii) To determine time and one-half or double time rates or double time and one-half rates, an hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.
- (c) The annual salary for the purpose of the calculation in this paragraph is the Officer's annual salary or the maximum rate for Senior Education Officer, Grade 2, whichever is the lower.
- (d) In exceptional circumstances, the President may approve of the payment in lieu or compensatory leave for excess hours worked in the case of Officers for whom compensation is specifically elsewhere provided for, or who are paid an allowance for overtime or excess hours or whose salary is fixed as inclusive of overtime or excess hours, or those otherwise rendered ineligible by this award.

### 9.3.4 Meal Allowances

- (a) An allowance for the meal shall be paid pursuant to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, or its successor or as amended from time to time provided the President is satisfied that:
- (i) the performance of the work concerned at the time at which it was performed was necessary;
  - (ii) the Officer incurred expenditure in obtaining the meal in respect of which the allowance is sought;
  - (iii) where the Officer was able to cease duty for at least 30 minutes before or during the working of excess hours to take the meal, and the officer did so.

- (b) An Officer who complies with the provisions of this clause, whether entitled to compensation for excess hours or not, shall be paid the relevant allowance prescribed pursuant to Clause 9.3.4.1.
- (c) Where an allowance under this paragraph is insufficient to adequately reimburse the Officer for expenses properly and reasonably incurred, a further allowance may be paid so as to reimburse the Officer for the additional expenses incurred.
- (d) Where an Officer working flexible hours is required to work excess hours on weekdays beyond 6.00pm and until or beyond 8 hours after commencing duty, plus the time taken for lunch, the Officer shall be allowed 30 minutes for a meal and, thereafter, 30 minutes for a meal after every five hours of overtime worked.

## 10. Consultation

- 10.1 A joint consultative committee with Federation/Board representatives will operate to deal with a range of matters affecting working conditions including but not limited to technological change and training and development. The committee will meet at mutually agreed times.

## 11. Training and Development

- 11.1 The Board will consult with the Federation in reviewing the Board's training and development activities which are designed to assist officers to refresh their knowledge and understanding of contemporary school settings. This consultation will include:
- (a) identifying the most successful training and development activities and improving them where necessary;
  - (b) checking that they are available and accessible to all officers.

This process will serve to adjust the existing program as appropriate in consultation with the Federation.

- 11.2 The existing program is designed to assist Officers to refresh their knowledge and understanding of contemporary school settings. In addition to the intrinsic benefits that such professional development provides to all officers, these activities may assist the re-entry and re-orientation of Officers on secondment or temporarily employed returning to schools. These activities will be made available to all Officers over the life of this award as part of a program of training and development where this is agreed between the Office and the individual Officer. The Board also recognises that, where possible, Officers on secondment or temporarily employed should have opportunities to take part in school-based activities related to the Officer's work at the Board.
- 11.3 Where Officers are required to undertake a professional development opportunity designated as an agency priority by the Office, the Officer will be considered to be on duty and all compulsory fees will be met by the Board.
- 11.4 Where the professional development opportunity is an approved training and development activity and is voluntarily undertaken, the Officer may undertake the course in his/her own time, to the extent that it is outside ordinary working hours, and meet any fees unless the Board exercises its discretion to refund all or part of these fees. The provisions of clause 9, Work Outside Ordinary Working Hours, shall not apply in respect of this subclause.

## 12. Performance Appraisal

- 12.1 The performance appraisal process for Officers will be negotiated between the parties to address three objectives and will:
- 12.1.1 ensure that Officers engage in an appraisal process designed to improve the quality of their work and to focus it on the Board's corporate objectives;

- 12.1.2 provide work reports to Officers;
- 12.1.3 assist Officers whose performance is causing concern.
- 12.2 The performance appraisal process will be centred on the following principles:
  - 12.2.1 The work of the Board is centred on assisting teaching and learning. The structures for improvement of the quality of teaching and learning should therefore be consistent with what is generally regarded as best practice in the field
  - 12.2.2 The improvement of curriculum development, examination, assessment and credentialing practices requires ongoing professional development. Education professionals learn best in collegial contexts, so structures for improvement will be based on that concept.
  - 12.2.3 The performance appraisal process will be negotiated at the supervisory level and will focus on improving performance by facilitating learning and change in a collegial way.
  - 12.2.4 Officers will participate in forms of collegial practice to improve the quality and focus of their work through discussion about, and observation of, curriculum, examination, assessment and credentialing practice in a supportive and developmental environment.
  - 12.2.5 Training will be provided to address the agreed needs of individual Officers and groups of Officers, taking into account the Officer as an individual professional, as a member of a team working within the framework of the Board's policies and practices, and as a valued professional within the government and non-government school education system within New South Wales.

### **13. Technology**

- 13.1 The Board is committed to consulting with the Federation over any proposal for or use of new or upgraded technology as it directly affects the teaching service staff encompassed by this award. In this context, the parties are committed to the following principles:
  - 13.1.1 Consultation will occur at the planning, development, implementation and post implementation phases of the introduction and use of new or significantly upgraded technology;
  - 13.1.2 New or upgraded technology will be accompanied by appropriate training or retraining for staff and will be regarded as a Training and Development system priority;
  - 13.1.3 New or upgraded technology will comply with the Board's Work Health and Safety obligations;
  - 13.1.4 If the introduction of new or upgraded technology leads to material changes to the work organisation or duties of a particular role or position, then the parties agree to consult on the impact of the changes.

### **14. Dispute Resolution Procedures for the Parties**

- 14.1 Subject to the provisions of the Industrial Relations Act 1996, the following procedures shall apply:
  - 14.1.1 Should any dispute, (including a question or difficulty) arise as to matters occurring in a particular workplace the Officer and/or Federation workplace representative shall raise the matter with the relevant Branch Manager or Director as soon as practicable.
  - 14.1.2 The relevant Branch Manager or Director will discuss the matter with the Officer and/or Federation's workplace representative within two working days with a view to resolving the matter or negotiating an agreed method and timeframe for proceeding.
  - 14.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute or should the matter be an agency-wide nature, the individual Officer or the Federation may raise the

matter with the President's delegate with a view to resolving the dispute, or negotiating an agreed method and timeframe for proceeding.

14.1.4 Where the procedures in paragraph 14.1.3 of this subclause do not lead to resolution of the dispute, the matter will be referred to the President and the General Secretary of the Federation. They or their nominees shall discuss the dispute, with a view to resolving the matter or by negotiating an agreed method and timeframe for proceeding.

14.1.5 Should the above procedures not lead to a resolution, either party may make application to the Industrial Relations Commission of New South Wales.

### **15. Duties as Directed**

15.1 The President may direct an Officer to carry out such duties as are within the limits of the Officer's skill, competence and training, consistent with the classifications covered by this award, provided that such duties are not designed to promote de-skilling. Such duties may include transfer to a role different to that for which the officer may have been recruited.

15.2 The President may direct an Officer to carry out such duties and use such tools, materials and equipment as may be required, provided that the Officer has been properly trained in the use of such tools, materials and equipment.

15.3 When an officer undertakes duties using online or other electronic means for content management purposes such purposes would comprise for:

15.3.1 curriculum officers : drafting or amending syllabus and curriculum support documents;

15.3.2 test development and assessment officers : examination specifications and other assessment resource materials;

15.3.3 policy and public affairs officers : Board policies, rules and public relations and event material.

15.4 Any directions issued by the President shall be consistent with the President's responsibility to provide a safe and healthy working environment and pursuant to the provisions of clause 13 of this award.

### **16. Personal\Carer's Leave**

16.1 The entitlement to leave in accordance with this clause is subject to:

16.1.1 the Officer being responsible for the care and support of the person concerned; and

16.1.2 the person concerned being:

- (a) a spouse of the Officer; or
- (b) a de facto spouse being a person of the opposite sex to the Officer who lives with the Officer as her husband or his wife on a bona fide domestic basis although not legally married to that Officer; 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 Officer or of spouse or de facto spouse of the Officer; or
- (d) a same sex partner who lives with the Officer as the de facto partner of that Officer on a bona fide domestic basis; or a relative of the Officer 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.

## 16.2 Use of Family and Community Service Leave to Care for a Family Member

16.2.1 The President shall, in the case of emergencies or in unplanned personal or domestic circumstances, grant to an Officer some or all of the available family and community service leave on full pay.

16.2.2 Such cases may include but are not to be limited to the following:

- (a) compassionate grounds—such as the death or illness of a close member of the family or a member of the Officer's household;
- (b) accommodation matters to one day—such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- (c) emergency or weather conditions such as when flood, fire or snow etc. threaten property and/or prevent an Officer from reporting for duty;
- (d) other personal circumstances such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons.

16.2.3 Attendance at court by an Officer to answer a charge for a criminal offence if the President considers the granting of family and community service leave to be appropriate in a particular case.

16.2.4 Staff members who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games).

16.2.5 Officers who hold office in Local Government other than as a Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council, to attend meetings, conferences or other duties associated with that office where those duties necessitate absence during normal working hours.

16.2.6 Family and community service leave on full pay which may, subject to this award, be granted to an Officer shall be as follows:

- (a) Two and a half of the Officer's working days in the first year of service. Two and a half days in the officer's second year of service and one day per year thereafter.
- (b) If available family and community leave is exhausted as a result of natural disasters, the President shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person as defined in clause 16.1, additional paid family and community service leave of up to two days may be granted on a discrete, per occasion basis to an Officer.
- (c) In cases of illness of a family member for whose care and support the Officer is responsible, paid sick leave in accordance with subclause 16.3 of this clause, shall be granted when paid family and community service leave has been exhausted.

16.3 Use of Sick Leave to Care for a Family Member. When family and community service leave is exhausted, an Officer with responsibilities in relation to a category of person as set out in subclause 16.1 of this clause, who needs the Officer's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill.

- 16.3.1 An Officer with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
- 16.3.2 Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under sub clause 16.3.1 sick leave accrued from the previous three years including that accrued and referred to in clause 7, Appointment and Mobility Provisions, may also be accessed by an Officer with responsibilities in relation to a person who needs their care and support.
- 16.3.3 The President may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in 16.3.2 of this subclause.
- 16.3.4 The Officers shall, if required, 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.
- 16.3.5 The Officer has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
- 16.3.6 The Officer is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- 16.3.7 The Officer shall, wherever practicable, give the President notice prior to the absence of the intention to take leave, the name of the person requiring care and the person's relationship to the Officer, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Officer to give prior notice of absence, the Officer shall notify his/her manager by telephone of such absence at the first opportunity on the day of absence.
- 16.3.8 In normal circumstances, the Officer must not take leave under this subclause where another person has taken leave to care for the same person.
- 16.4 Compassionate Leave
- 16.4.1 For the purpose of providing care and support for a person in accordance with this clause an Officer may elect with the consent of his/her manager to take compensatory leave at a time or times agreed with the manager.
- 16.4.2 Compensatory leave taken as time off during ordinary working hours shall be taken at the ordinary working hours rate, that is an hour for each hour worked.
- 16.4.3 If having elected to take time as leave in accordance with paragraph 16.4.1 of this subclause and the leave is not taken for whatever reason the provisions of clause 9, Work Outside the Ordinary Hours of Work shall apply.
- 16.4.4 When applying the provisions of the said clause 9 in accordance with paragraph 16.4.3 of this subclause, the untaken leave shall be preserved for a period of 12 months before the forfeiture provisions of paragraph 9.2.4 of subclause 9.2 of clause 9, or the payment in lieu provisions of subclause 9.3 of clause 9 will apply.
- 16.5 Use of Make-up Time
- 16.5.1 An Officer may elect, with the consent of the President, to work "make-up time". "Make-up Time" is worked when the Officer takes time off during ordinary working hours, and works those hours at a later time, during the spread of ordinary working hours, at the ordinary working hours rate of pay.

## 16.6 Use of Other Leave Entitlement

16.6.1 The President may grant an Officer other leave entitlements for reasons related to family responsibilities of, or community service by, the Officer. An Officer may elect, with the consent of the President, to take:

- (a) recreation leave;
- (b) extended leave; and
- (c) leave without pay.

## 17. Work Health and Safety

17.1 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.

17.2 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.

17.3 Nothing in this clause 17 is intended to affect or detract from any obligation or responsibility upon a labour hire business under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

17.4 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 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.

17.5 This clause operates from 1 March 2006.

### 18. Anti-Discrimination

- 18.1 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.
- 18.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 18.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an officer because the officer has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 18.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 18.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

#### NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:  
  
"Nothing in this 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."

### 19. No Further Claims

- 19.1 Except as provided by the Industrial Relations Act 1996, prior to 31 December 2019 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.

### 20. Area, Incidence and Duration

- 20.1 The department for which this award is made is the Board of Studies, Teaching and Educational Standards. The Award covers all persons employed on an ongoing basis, seconded or temporarily employed by the Board in the classifications of Chief Education Officer, Principal Education Officer, Senior Education Officer and Education Officer.
- 20.2 This award rescinds and replaces the Crown Employees (Board of Studies, Teaching and Educational Standards - Education Officers) Salaries and Conditions Award 2015, published 15 January 2016 (378 IG 965

20.3 This award shall take effect on and from 1 January 2017 with a nominal term until and including 31 December 2019.

## PART B

### MONETARY RATES

**Table 1 - Salaries**

#### Chief Education Officer - Grade 1

Grade 1	2.5% From the first pay period to commence on or after 1/1/2017 \$	2.5% From the first pay period to commence on or after 1/1/2018 \$	2.5% From the first pay period to commence on or after 1/1/2019 \$
Level 1	152,037	155,838	159,734
Level 2	156,969	160,893	164,915
Level 3	161,905	165,953	170,102
Level 4	165,219	169,349	173,583
Level 5	168,900	173,123	177,451

#### Chief Education Officer - Grade 2

Grade 2	2.5% From the first pay period to commence on or after 1/1/2017 \$	2.5% From the first pay period to commence on or after 1/1/2018 \$	2.5% From the first pay period to commence on or after 1/1/2019 \$
Single salary point	173,123	177,451	181,887

#### Principal Education Officer

	2.5% From the first pay period to commence on or after 1/1/2017 \$	2.5% From the first pay period to commence on or after 1/1/2018 \$	2.5% From the first pay period to commence on or after 1/1/2019 \$
Single salary point	148,672	152,389	156,199

#### Senior Education Officer Grade 1

	2.5% From the first pay period to commence on or after 1/1/2017 \$	2.5% From the first pay period to commence on or after 1/1/2018 \$	2.5% From the first pay period to commence on or after 1/1/2019 \$
Level 1	114,275	117,132	120,060
Level 2	128,554	131,768	135,062

#### Senior Education Officer Grade 2

	2.5% From the first pay period to commence on or after 1/1/2017 \$	2.5% From the first pay period to commence on or after 1/1/2018 \$	2.5% From the first pay period to commence on or after 1/1/2019 \$
Single Salary point	134,012	137,362	140,796

## Education Officer AECG

	2.5% From the first pay period to commence on or after 1/1/2017 \$	2.5% From the first pay period to commence on or after 1/1/2018 \$	2.5% From the first pay period to commence on or after 1/1/2019 \$
Level 1			
1st year of service	83,286	85,368	87,502
Thereafter	85,912	88,060	90,262
Level 2			
1st year of service	89,281	91,513	93,801
Thereafter	91,898	94,195	96,550
Level 3			
1st year of service	94,649	97,015	99,440
Thereafter	97,486	99,923	102,421
Level 4			
1st year of service	101,538	104,076	106,678
Thereafter	104,768	107,387	110,072

## Allowances

Allowances and the rates paid for allowances will be as determined and adjusted from time to time pursuant to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor or as amended from time to time.

I. TABBAA, Commissioner.

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## CROWN EMPLOYEES (PUBLIC SERVICE CONDITIONS OF EMPLOYMENT) REVIEWED AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES  
FULL BENCH

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

(Case No. 6216 of 2016)

Before Acting, Chief Commissioner Tabbaa  
Commissioner Stanton  
Commissioner Newall

3 March 2017

### VARIATION

1. Delete clause 6, Coverage, of the award published 21 October 2016 (380 I.G. 1292) and insert in lieu thereof the following:

#### 6. Coverage

- (a) The provisions of this award shall, subject to cl 6(b) below, apply to all non-executive public service employees as defined in the *Government Sector Employment Act, 2013* employed in Departments, Public Service executive agencies related to Departments, and separate Public Service agencies, listed in Schedule 1 to the *Government Sector Employment Act, 2013*.
- (b) Where another industrial instrument or arrangement applies to a group of employees covered by this Award the following interaction rules apply:
  - (i) If the other industrial instrument or arrangement expressly displaces the entirety of this Award then this Award shall have no application to those employees;
  - (ii) If the other industrial instrument or arrangement expressly displaces one or more provisions of this Award then:
    - (a) this Award shall not apply to those employees covered by the other instrument or arrangement in relation to those provisions,
    - (b) but the balance of this Award shall apply to those employees; and
  - (iii) If the other industrial instrument or arrangement comprehensively determines conditions of employment for a group of employees then this Award shall have no application in relation to that group of employees;
  - (iv) If the other industrial instrument or arrangement comprehensively determines a particular class of conditions of employment for a group of employees, then this Award shall have no application in relation to that group of employees in relation to that class of conditions;
  - (v) If none of subclauses 6(b)(i)-(iv) apply, and the other industrial instrument or arrangement is silent as to its interaction with this Award, then:
    - a. if the application of the other industrial instrument or arrangement is inconsistent with the application of this Award, the other industrial instrument or arrangement applies to the extent of the inconsistency; otherwise

- b. this Award applies.
- (c) Any officer, Departmental temporary employee and casual employee who, as at 23 February 2014, was employed in a Department listed in Schedule 1, Part 1, of the *Public Sector Employment and Management Act, 2002* and who was covered by this award on that date will continue to be covered by this award.

NOTATION: This clause was amended in 2014 and again in 2017 with the agreed intention of the parties to maintain the status quo of industrial coverage, by award, other industrial instrument or arrangement, following the commencement of the *Government Sector Employment Act 2013* on 24 February 2014.

2. The variation to the Award takes effect on and from 3 March 2017.

I. TABBAA, Actg. Chief Commissioner  
J. D. STANTON, Commissioner  
P. J. NEWALL, Commissioner

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(264)

**SERIAL C8671**

## **CROWN EMPLOYEES (TEACHERS AND SCHOOLS AND RELATED EMPLOYEES) SALARIES AND CONDITIONS AWARD 2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education.

(Case No. IRC 2017/24069)

Before Acting Chief Commissioner Tabbaa

1 February 2017

### **AWARD**

#### **1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Dictionary
3.	Salaries
4.	Deduction of Union Membership Fees
5.	Allowances
6.	Salary Progression and Maintenance
7.	Performance and Development Processes for Teachers
8.	Salary Packaging
9.	Initial Appointments
10.	Teaching in More Than One Location
11.	Deferred Salary Scheme
12.	Compensation for Travel on Department Business
13.	Assessment and Reporting and Quality of Educational Outcomes
14.	Teacher Efficiency Process
15.	Teaching Hours for Years 11 and 12
16.	Allocation of Duties in High Schools
17.	Teaching Outside Normal School Hours
18.	Alternative Work Organisation
19.	Teachers Appointed to More than One School
20.	Qualifications, Recruitment and Training
21.	Calculation of Service
22.	Temporary Teachers
23.	Casual Teachers
24.	Relief in TP1 or AP1 position or Principal - Environmental Education Centre or Hospital School Grade
25.	Training and Development
26.	Multi-skilling
27.	Duties as Directed
28.	Other Part Time Rates of Pay
29.	Home School Liaison Officers and Aboriginal Student Liaison Officers - Special Conditions
30.	Teachers in Residential Agricultural High Schools - Special Conditions
31.	Dispute Resolution Procedures
32.	No Further Claims
33.	Anti-discrimination
34.	Work Health & Safety

35. Saturday School of Community Languages
36. Educational Paraprofessionals
37. Australian Professional Standards for Teachers
38. Area, Incidence and Duration

#### SCHEDULES

- Schedule 1A - Teacher Salaries - Standards Based Remuneration - 2017 to 2019
- Schedule 1B - Salaries - Common Incremental Salary Scale 2017 to 2019
- Schedule 2A - Salaries - Principals - New Classification Structure 2017 to 2019
- Schedule 2B - Salaries - Principals - Former Principal Classification Structure - 2017 to 2019
- Schedule 3 - Salaries - Other Promotion Classifications in the Teaching Service
- Schedule 4 - Rates of Pay - Casual Teachers - 2017 to 2019
- Schedule 5 - Other Rates of Pay - 2017 to 2019
- Schedule 6 - Rates of Pay - Educational Paraprofessionals
- Schedule 7 - Allowances
- Schedule 8 - Locality Allowances
- Schedule 9 - Excess Travel and Compensation for Travel on Official Business
- Schedule 10 - Special Conditions Covering Home School Liaison Officers and Aboriginal Student Liaison Officers
- Schedule 11 - Special Conditions Covering Teachers at Residential Agricultural High Schools
- Schedule 12 - Saturday School of Community Languages
- Schedule 13 - Australian Professional Standards for Teachers

## 2. Dictionary

- 2.1 "Aboriginal Student Liaison Officer" means a person or teacher who has been temporarily appointed to the position of Aboriginal student liaison officer.
- 2.2 "Accredited" means a teacher who has demonstrated the Professional Teaching Standards at the level of Proficient, Highly Accomplished or Lead and has been accredited as such by a Teacher Accreditation Authority.
- 2.3 "Alternate Period" means a period taught by a teacher being a period other than a period which the teacher is normally timetabled to teach and where the need for the period to be taught arises from the absence from duty on leave of another teacher.
- 2.4 "Assistant Principal" means a teacher who is appointed as such to assist a principal of a school in the management of the school.
- 2.5 "Associate Principal" means a teacher appointed as such to be responsible for the management, organisation, administration, supervision and efficiency of a school, other than P1-P5, where the school has been linked to a larger school in reasonable proximity and the administrative workload of the Associate Principal has been reduced.
- 2.6 "Australian Professional Standards for Teachers" means the seven Standards which outline what teachers should know and be able to do prescribed by the Australian Institute for Teaching and School Leadership as attached at Schedule 13.

- 2.7 "Authority" means the NSW Education Standards Authority to oversee accreditation and recognition of teachers professional capacity against the Australian Professional Standards under the Teacher Accreditation Act.
- 2.8 "Band 1 salary" means the salary which applies to teachers who have undertaken an approved initial teacher education program and met the Australian Professional Teaching Standards at the Graduate level. It is mandatory for new teachers to be provisionally or conditionally accredited at Graduate teacher level to be approved for teaching in NSW.
- 2.9 "Band 2 salary" means the salaries which apply to teachers who are accredited at the level of Proficient. A Band 2 teacher has demonstrated the Australian Professional Teaching Standards at the Proficient level and has been accredited as such by a Teacher Accreditation Authority.
- 2.10 "Band 3 salary" means the salary which applies to teachers who are accredited at the level of Highly Accomplished. A Band 3 teacher has demonstrated the Australian Professional Teaching Standards at the Highly Accomplished level and has been accredited as such by a Teacher Accreditation Authority.
- 2.11 "Branch Secretary" means the Branch Secretary of the Australian Education Union NSW Teachers Federation Branch.
- 2.12 "Casual Teacher" means a teacher engaged on an hourly or daily rate of pay in the Teaching Service.
- 2.13 "Conditionally accredited" means a teacher who has been conditionally accredited at the Graduate level who may have a degree, or is in the process of obtaining further education or subject qualifications.
- 2.14 "Core Hours" means the normal daily hours of operation of a school during which classes are conducted and in a high or central school includes a daily core timetable of eight periods, or the time equivalent.
- 2.15 "Degree" means a course of study in a higher education institution leading to a degree as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.16 "Department" means the Department of Education.
- 2.17 "Deputy Principal" means a teacher appointed as such who is the deputy to the principal in a school and who acts as substitute in the absence of the principal, and is required to assist generally in the management of the school and, as required, in the special duties of the principal.
- 2.18 "Diploma" means a course of study in a higher education institution leading to a diploma as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.19 "Distance Education Centre" means a school established to provide full time or part time programs of secondary or primary courses to students who cannot normally attend on a daily basis. Provided that distance education centres can be either stand alone schools or centres attached and integrated into an existing school.
- 2.20 "District Guidance Officer" means an officer appointed as such in a group of schools who is responsible to the Secretary or nominee for the guidance service within that group of schools.
- 2.21 "Education Officer" means an officer appointed as such, provided that for appointment the officer shall have an appropriate degree from a higher education institution or other qualifications and experience which the Secretary determines as satisfying requirements.
- 2.22 "Educational Paraprofessional" means a person or officer employed permanently or temporarily under the provisions of the Teaching Service Act to work under the guidance of a teacher in the classroom.
- 2.23 "Employee" means a person employed in a classification covered by this award by the Secretary or delegate under the provisions of the Teaching Service Act on a permanent or temporary basis.

- 2.24 "Environmental Education Centre" means a teaching and learning facility operated by the Department which students attend to participate in educational programs relevant to all primary and secondary key learning areas and/or to receive specific instruction in field work, and which provides support to schools in implementing environmental education.
- 2.25 "Equivalent" when referring to qualifications means those qualifications deemed by the Secretary to be equivalent to specified qualifications.
- 2.26 "Executive Principal, Connected Communities" means a person or officer employed temporarily under the provisions of the *Teaching Service Act 1980* to lead the schools selected by the Department to participate in the Connected Communities strategy for the period of the operation of that strategy.
- 2.27 "Executive Director Connected Communities" means a person who is responsible for leadership and implementation of the Connected Communities strategy in the Department.
- 2.28 "Federation" means the Australian Education Union NSW Teachers Federation Branch.
- 2.29 "Five Year Trained Teacher (5YT)" means a teacher still remunerated on the common incremental salary scale who has obtained a degree and teaching qualifications from a higher education institution which together require a minimum of five years full time study. Any period of training in excess of that normally required to complete such a course shall not be deemed to be a training period for the purposes of any other definition.
- 2.30 "Four Year Trained Teacher (4YT)" means a teacher still remunerated on the common incremental salary scale who has:
- 2.30.1 obtained a degree from a higher education institution and has, in addition, satisfactorily completed a teacher education qualification of at least one year's duration at a higher education institution; or
- 2.30.2 completed a four year teacher education degree from a higher education institution; or
- 2.30.3 completed such other course(s) which the Secretary determines as satisfying requirements for classification as a teacher.2.29.
- 2.31 "Graduate" means a person who has obtained a degree from a higher education institution or possesses qualifications determined by the Secretary to be equivalent to such a degree.
- 2.32 "Graduate Diploma" means a course of study in a higher education institution leading to a graduate diploma as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.33 "Head Teacher" means a teacher who is appointed as such in a high school, distance education centre or central school, and is responsible to the principal for the program of work in a designated subject or learning area and the coordination of the work of classes in that area. The head teacher also exercises supervision over and gives advice and direction, when necessary, to other teachers in the subject or learning area in addition to their teaching duties. Provided that head teachers may be appointed with specific designated responsibilities, including:
- 2.33.1 Head teacher (female students) advises female school students and promotes their interests in a high school or a secondary department of a central school where the enrolment of female school students in the school or department exceeds 500.
- 2.33.2 Head teacher (welfare) assists the principal and or deputy principal in the area of student welfare. Head teacher (welfare) includes head teacher (welfare) - residential agricultural high schools.
- 2.33.3 Head teacher (administration) is responsible for assigned duties associated with the general administration of the school.
- 2.34 "Higher Education Institution" means a university or other tertiary institution recognised by the Secretary which offers degrees, diplomas or teacher education courses.

- 2.35 "Home School Liaison Officer" means a person or teacher who has been temporarily appointed to the position of home school liaison officer.
- 2.36 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales, established by the *Industrial Relations Act 1996*.
- 2.37 "In Lieu of Duties" means duties undertaken by a teacher for a teacher absent from the classroom on duty elsewhere or performing other duties when that teacher is relieved of part of their regular face to face teaching load through variations in school organisation.
- 2.38 "Network" means a group of principals with a Director Public Schools.
- 2.39 "Officer" means and includes all persons permanently employed in the Teaching Service under the provisions of the Teaching Service Act and who, on the date of commencement of the award, were occupying one of the positions covered by the award or who, after that date, are appointed to one of these positions.
- 2.40 "Parties" means the Department and the Federation.
- 2.41 "Performance and development process" is a process for the continuous development of a skilled and effective workforce.
- 2.42 "Period" means, in a high or central school, a 40 minute teaching period.
- 2.43 "Principal" means a teacher appointed as such to be responsible for the management, organisation, administration, supervision and efficiency of a school and all departments in a school. A principal does not include a teacher in charge of a school.
- 2.44 "Provisionally accredited" means a teacher who has been provisionally accredited at the Graduate level who has successfully completed an initial teacher education program endorsed by the Board.
- 2.45 "Purpose of Funding for the Principal Classification" means the funding model consisting of a base student allocation, equity loadings and targeted (individual student) funding. The amount of funding allocated to a school determines the level of school complexity.
- 2.46 "Residential Agricultural High School" means a school classified as such by the Secretary.
- 2.47 "School" means a Department school or other centre, where instruction is provided by the Department, excluding an institute and including any place designated as part of, or as an annex to, such school.
- 2.48 "School Counsellor" means a teacher with an equivalent of four years training and a major in psychology who has responsibility for providing schools with advice and support in matters relating to student academic and personal development, welfare and discipline and provides psychological and other testing as required.
- 2.49 "Schools for Specific Purposes" (SSPs) for the purpose of the award are schools which are classified as such by the Secretary and are established under the Education Act 1990 to provide education for students with disabilities as listed in subclause 2.59.
- 2.50 "Secretary" means the Secretary, Department of Education.
- 2.51 "Senior Psychologist, Education" means an officer appointed to provide professional leadership and clinical supervision to a school counselling team and who has a leadership role as part of the networked specialist centres.
- 2.52 "Service" means continuous service, unless otherwise specified in the award.

- 2.53 "Supervisor of Female Students" means a female teacher appointed as such to advise female students and to promote their interests in a high school or secondary department of a central school where the school or department does not qualify for the appointment of a head teacher (female students).
- 2.54 "Teacher" means a person or officer employed permanently or temporarily in a full time or part time teaching position under the provisions of the Teaching Service Act and appointed to a school. Unless otherwise specified in the award, a teacher shall include a school teacher in training.
- 2.55 "Teacher Accreditation Act" means the Teacher Accreditation Act 2004.
- 2.56 "Teacher Accreditation Authority" means the person or body delegated by the Secretary of the Department of Education under the Teacher Accreditation Act to accredit in government schools.
- 2.57 "Teacher in Charge (Schools)" means a teacher in charge of a centre not designated as a school determined by the Secretary where a principal is not appointed.
- 2.58 "Teacher in Charge of Residential Supervision of Agricultural High Schools" means a teacher selected by the principal to be responsible for the supervision and administration of additional duties relating to school student residence in residential agricultural high schools.
- 2.59 "Teachers of Students with Disabilities" means school teachers appointed to schools for specific purposes, or support classes in primary or high schools established to provide education for students with disabilities and including appointments as itinerant support teacher, as follows:
- 2.59.1 students with: mild intellectual disabilities (IM); moderate intellectual disabilities (IO); severe intellectual disabilities (IS); behaviour disorders (BD); emotional disabilities (ED); hearing impairments (H); language disabilities (L); physical disabilities (P); severe reading (R), vision impairments (V); and
- 2.59.2 students in: an early childhood intervention program (EC); hospital schools, Royal Far West School, Stewart House (W); and community care programs (CT).
- 2.60 "Teaching Principal" means a teacher appointed as such to be responsible for the management, organisation, administration, supervision and efficiency of a school, other than P1-P5, whose duties include classroom teaching.
- 2.61 "Teaching Service Act" means the *Teaching Service Act* 1980.
- 2.62 "Temporary Teacher" means a person employed in one engagement full time for four weeks or more or in one engagement for one to four days per week for two terms or more.
- 2.63 "Temporary Employee" means and includes all persons employed on a temporary basis, other than on a casual or part time casual basis under the Teaching Service Act.
- 2.64 "Trained Teacher" means a teacher who has satisfactorily completed a prescribed course of training at a higher education institution, or such other course or courses which the Secretary determines as satisfying requirements for classification as a teacher.
- 2.65 "Year Adviser" means a teacher appointed to assist Year 7-12 students in every high school or every central school which has a secondary department.
- 2.66 "Year 12 Relieving Period" means a relieving period required to be undertaken by a teacher when that school teacher has been relieved of their timetabled Year 12 face to face teaching duties after Year 12 students leave school to sit for the Higher School Certificate Examination in Term 4 of each year.

### 3. Salaries

#### Teachers

- 3.1 Salaries and rates of pay for teachers, education officers, home school liaison officers, Aboriginal student liaison officers and counsellors shall be paid in accordance with this clause and Schedules 1A, 1B, 4, 5 and 12. These salaries will be increased by:
- 3.1.1 2.5% from the first pay period commencing on or after 1 January 2017;
  - 3.1.2 2.5% from the first pay period commencing on or after 1 January 2018; and
  - 3.1.3 2.5% from the first pay period commencing on or after 1 January 2019.

#### Principals

- 3.2 Salaries and rates of pay for principals shall be paid in accordance with this clause and Schedules 2A and 2B. These salaries will be increased by:
- 3.2.1 2.5% from the first pay period commencing on or after 1 January 2017;
  - 3.2.2 2.5% from the first pay period commencing on or after 1 January 2018; and
  - 3.2.3 2.5% from the first pay period commencing on or after 1 January 2019.

#### Other Promotions Classifications in the Teaching Service

- 3.3 Salaries and rates of pay for the officers and temporary employees shall be paid in accordance with this clause and Schedule 3. These salaries will be increased by:
- 3.3.1 2.5% from the first pay period commencing on or after 1 January 2017;
  - 3.3.2 2.5% from the first pay period commencing on or after 1 January 2018; and
  - 3.3.3 2.5% from the first pay period commencing on or after 1 January 2019.

#### Allowances

- 3.4 Allowances under this award will be increased by:
- 3.4.1 2.5% from the first pay period commencing on or after 1 January 2017;
  - 3.4.2 2.5% from the first pay period commencing on or after 1 January 2018; and
  - 3.4.3 2.5% from the first pay period commencing on or after 1 January 2019.

#### Teachers - Standards Based Remuneration

- 3.5 The rates of pay for teachers on the standards based remuneration structure will be in accordance with the teacher's level of accreditation on commencement of employment.
- 3.5.1 A teacher with accreditation at Graduate will commence on the Band 1 salary.
  - 3.5.2 A teacher with accreditation at Proficient will commence on the Band 2 salary.
  - 3.5.3 A teacher with accreditation at Highly Accomplished will commence on the Band 3 salary.

The salary bands are as follows.

Band 1	(Graduate)
Band 2	(Proficient)
Band 2	(Proficient) Step 2.1
Band 2	(Proficient) Step 2.2
Band 2	(Proficient) Step 2.3
Band 3	(Highly Accomplished)

- 3.6 Salary progression from Band 1 to Band 2 will take effect from the first full pay period after confirmation of proficient accreditation by the Teacher Accreditation Authority for teachers who have been employed for a minimum of two years full time and subject to the satisfactory performance of their duties. For those teachers who have confirmation of accreditation at Proficient but do not have two years full time service, progression from Band 1 to Band 2 will take effect from the first full pay period after the completion of two years of full time service.
- 3.7 Salary progression from Band 2.0 to 2.1 will take effect from the first full pay period after the completion of two years full time service at Band 2.0 for those teachers who continue to meet the requirements of proficient accreditation, including maintenance and subject to the satisfactory performance of their duties.
- 3.8 Salary progression from Band 2.1 to 2.2 and from 2.2 to 2.3 will take effect from the first full pay period after the completion of one year of full time service for those teachers who continue to meet the requirements of proficient accreditation, including maintenance and subject to the satisfactory performance of their duties. Pre 1 October 2004 teachers not requiring accreditation until 2018 are deemed to be proficient for the purpose of salary progression until that time under this clause.
- 3.9 Salary progression from Band 2.3 to Band 3 will take effect from the first full pay period after confirmation of Highly Accomplished accreditation by the Teacher Accreditation Authority for teachers who have been remunerated at Band 2.3 for a minimum of one year full time and subject to satisfactory performance of their duties. For those teachers who have confirmation of accreditation at Highly Accomplished but do not have one year of full time service at Band 2.3, progression from Band 2.3 to Band 3 will take effect from the first full pay period after the completion of one year of full time service at Band 2.3
- 3.10 For the purpose of salary progression, one year of full time service is 203 days.
- 3.11 Payment of salaries under this clause is conditional upon a teacher maintaining the appropriate level of accreditation.
- 3.12 Salaries and rates of pay for teachers under standards based remuneration shall be paid in accordance with clauses 3.5 to 3.11 and Schedule 1A.

#### Teachers - Common Incremental Salary Scale

- 3.13 Standards based remuneration will not apply to School Counsellors, Education Officers, Home School Liaison Officers and Aboriginal School Liaison Officers. These classifications will continue to be remunerated on the common incremental salary scale for the life of this award.
- 3.14 Minimum salaries on commencement of employment and maximum salaries for those classifications remunerated on the common incremental salary scale in Schedule at 1B are set out in the table below:

Classification	Minimum starting salary	Maximum salary
4YT school teachers	Step 5	Step 13
5YT school teachers	Step 6	Step 13

Education officers and Aboriginal student liaison officers: Non graduates	Step 3	Step 13
Graduates without teacher training	Step 4	Step 13
Graduates with teacher training	Step 5	Step 13
Graduates with five years of training	Step 6	Step 13

- 3.15 Subject to clause 6, Salary Progression and Maintenance, clause 21, Calculation of Service officers and temporary employees shall progress without change to their incremental date by way of annual increments to Step 13 on the common incremental salary scale as set out in Schedule 1B.
- 3.16 Salaries and rates of pay for teachers under the common incremental salary scale shall be paid in accordance with clauses 3.13 to 3.15 and Schedule 1B.

#### Transitional provisions

- 3.17 Teachers who were employed prior to 1 January 2016 and who were eligible for progression via the transition provisions will continue to progress via those provisions as described at clause 3.18.
- 3.18 The following applies to only those teachers who were employed prior to 1 January 2016 and who were eligible for progression to standards based remuneration via the transition provisions. For the purpose of salary progression, one year of full time service is 203 days.

3.18.1 A teacher on step 5 of the common incremental salary scale as at 1 January 2016 shall:

- 3.18.1.1 remain on step 5 of the common incremental salary scale for one year full time;
- 3.18.1.2 remain on step 6 of the common incremental salary scale for one year full time;
- 3.18.1.3 progress to step 7 of the common incremental salary scale for one year full time;
- 3.18.1.4 progress to step 8 of the common incremental salary scale for one year full time;  
and
- 3.18.1.5 then be paid on the standards based remuneration pay scale at the rate of Band 2 (Proficient).

Further pay increases will be in accordance with subclause 3.5 to 3.12.

3.18.2 A teacher on step 6 of the common incremental salary scale as at 1 January 2016 shall:

- 3.18.2.1 remain on step 6 of the common incremental salary scale for one year full time;
- 3.18.2.2 progress to step 7 of the common incremental salary scale for one year full time;
- 3.18.2.3 progress to step 8 of the common incremental salary scale for one year full time;  
and
- 3.18.2.4 then be paid on the standards based remuneration pay scale at the rate of Band 2 (Proficient).

Further pay increases will be in accordance with subclause 3.5 to 3.12.

3.18.3 A teacher on step 7 of the common incremental salary scale as at 1 January 2016 shall:

- 3.18.3.1 remain on step 7 of the common incremental salary scale for one year full time;
- 3.18.3.2 progress to step 8 of the common incremental salary scale for one year full time;  
and

- 3.18.3.3 then be paid on the standards based remuneration pay scale at the rate of Band 2 (Proficient).

Further increases will be in accordance with subclause 3.5 to 3.12.

- 3.18.4 A teacher on step 8 of the common incremental salary scale as at 1 January 2016 shall:
- 3.18.4.1 be paid at the rate of step 8 of the common incremental scale for one year full time;
  - 3.18.4.2 progress to Step 9 of the common incremental salary scale for one year full time;
  - 3.18.4.3 progress to Step 10 of the common incremental salary scale for one year full time; and
  - 3.18.4.4 then be paid on the standards based remuneration pay scale at the rate of Band 2.1 (Proficient).

Further increases will be in accordance with subclause 3.5 to 3.12.

- 3.18.5 A teacher on step 9 of the common incremental salary scale as at 1 January 2016 shall:
- 3.18.5.1 be paid at the rate of step 9 of the common incremental salary scale for one year full time;
  - 3.18.5.2 progress to step 10 of the common incremental salary scale for one year full time; and
  - 3.18.5.3 then be paid on the standards based remuneration pay scale at the rate of Band 2.1 (Proficient).

Further increases will be in accordance with subclause 3.5 to 3.12.

- 3.18.6 A teacher on step 10 of the common incremental salary scale as at 1 January 2016 shall:
- 3.18.6.1 be paid at the rate of step 10 of the common incremental salary scale for one year full time; and
  - 3.18.6.2 then be paid on the standards based remuneration pay scale at the rate of Band 2.1 (Proficient).

Further increases will be in accordance with subclause 3.5 to 3.12.

- 3.18.7 A teacher on step 11 of the common incremental salary scale as at 1 January 2016 will be paid on the standards based remuneration pay scale at the rate of Band 2.1 (Proficient).

Further increases will be in accordance with subclause 3.5 to 3.12.

- 3.18.8 A teacher on step 12 of the common incremental salary scale as at 1 January 2016 will be paid on the standards based remuneration pay scale at the rate of Band 2.2 (Proficient).

Further increases will be in accordance with subclause 3.5 to 3.12.

- 3.18.9 A teacher on step 13 of the common incremental salary scale as at 1 January 2016 will be paid on the standards based remuneration pay scale at the rate of Band 2.3 (Proficient).

Further increases will be in accordance with subclause 3.5 to 3.12.

## Principal Classification Structure

## 3.19

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

- 3.19.1 Teaching Principal (TP1) or Associate Principal
  - 3.19.2 Teaching Principal (TP2) or Associate Principal
  - 3.19.3 Principal 1 (P1)
  - 3.19.4 Principal 2 (P2)
  - 3.19.5 Principal 3 (P3)
  - 3.19.6 Principal 4 (P4)
  - 3.19.7 Principal 5 (P5)
- 3.20 The rate of pay for a principal will provide for a base principal salary and a complexity loading for principals in the classifications of P2, P3, P4 and P5.
- 3.21 The principal classification is derived from the school funding allocation as prescribed by the Purpose of Funding for the Principal Classification document.
- 3.22 An annual review of funding thresholds will take place linked to the release of the school funding allocation from the previous school year.
- 3.23 Base salaries and complexity loadings will be adjusted where applicable in accordance with clause 3.2.
- 3.24 In circumstances where the application of the school funding allocation to a school results in a higher principal classification, the principal will, while they remain at that school, receive the new salary effective from Day 1, Term 1 of the following year.
- 3.25 In circumstances where the application of the school funding allocation to a school results in a lower principal classification, the principal will, while they remain at that school, retain their classification, complexity loading and salary for a period of three years effective from Day 1, Term 1 of the following year.
- At the end of the three year period, the principal's classification, complexity loading and salary will revert to the relevant level in accordance with Schedule 2A.
- 3.26 Principals who held a substantive principal position prior to Day 1, Term 1 2016 and chose to remain on the former principal classification structure will be remunerated in accordance with the transition provision at clauses 3.27 to 3.32.

## Transitional provisions

- 3.27 The transitional provisions will apply to substantive principals employed prior to Day 1, Term 1 2016 including those who are appointed to another school by transfer.

## Former Principal Classification Structure

- 3.28 The position of principal in a primary school shall be classified as follows:

Classification of Principal	Student Enrolments
PP6	1 - 25
PP5	26 - 159

PP4	160 - 300
PP3	301 - 450
PP2	451 - 700
PP1	701+

3.28.1 Promotions positions in schools for specific purposes shall receive the same salary as applicable to similar positions in primary schools. Provided that, in determining the principal's salary, the school student enrolment numbers shall be notionally determined by multiplying the permanent full time teaching staff by 30. Teaching staff for this purpose does not include employees, including the principal, who are not required to undertake face to face teaching duties.

3.28.2 The salary payable to principals of stand alone distance education centres shall be equivalent to those paid to principals of primary schools. Provided that to determine the student enrolment numbers for the purpose of determining the classification of a principal of a stand alone distance education centre, the actual number of each category of student shall be multiplied by the following factors to determine notional student numbers:

Category of Student	Factor
Primary students	2.14
Secondary students - integrated	2.46
Secondary students - stand alone	1.8
Students at the Open High School, each unit of study per student	6 x 1.89
Pre-school students	1.38
Students with disabilities	2.7

3.29 The position of principal in a central school shall be classified as follows:

Classification of Principal	Student Enrolments
PC4	26 - 159
PC3	160 - 300
PC2	301 - 450
PC1	451+

3.30 The position of principal in a high school shall be classified as follows:

Classification of Principal	Student Enrolments
PH2	1 - 900
PH1	More than 900

3.31 Where the actual enrolment used to determine the classification of a principal's position in subclause 3.28 either increases or decreases so that the principal's position would be reclassified, then the variation in the principal's classification shall not be effected until the enrolment is such that it has fallen within the new student enrolment band for a period of two consecutive years.

3.32 Principals will remain on the former principal classification structure for as long as they remain substantively appointed at the school and will be paid in accordance with Schedule 2B. Salary increases will be in accordance with clause 3.2.

#### 4. Deduction of Union Membership Fees

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

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

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

## **5. Allowances**

- 5.1 Allowances shall be paid in accordance with this clause and Schedules 7 and 8. Allowances in terms of Schedule 7 shall be paid to officers and or temporary employees in the circumstances set out in subclauses 5.2 to 5.7 inclusive.
- 5.2 In lieu of evening work, weekend work, travel time (where applicable) and all additional duties and responsibilities involved to:
  - 5.2.1 Home school liaison officers and Aboriginal student liaison officers.
  - 5.2.2 Teachers in charge
  - 5.2.3 Year advisers.
  - 5.2.4 Teachers other than the principal appointed to teach classes of students with disabilities.
  - 5.2.5 Principals of schools designated by the Secretary as schools for specific purposes.
  - 5.2.6 The Principal of Stewart House.
  - 5.2.7 The Assistant Principal of Stewart House.
  - 5.2.8 The deputy principal (primary) or assistant principal of a central school.
- 5.3 In demonstration schools to:
  - 5.3.1 principals -

Former PP1 and PP2 schools, classified as such prior to 1 January 2016, which receive the allowance under subclause 5.3.1 will continue to be paid this allowance for the duration of this award.
  - 5.3.2 other promotions positions; and
  - 5.3.3 trained teachers.
- 5.4 In schools where there is a requirement for demonstration lessons to be taken to:
  - 5.4.1 teachers, for each demonstration lesson in excess of two in any term actually given by them; and
  - 5.4.2 teachers at any other school at which demonstration lessons are given in respect of authorised demonstration lessons for:

each half hour lesson; or

each 40 minute lesson involving secondary students.

5.4.3 provided that payments made to teachers under paragraphs 5.4.1 and 5.4.2 of this subclause are subject to a maximum per annum payment; and for the purpose of this subclause a demonstration lesson shall mean a lesson authorised by or on behalf of a university given to student teachers, or a lesson given to another group approved by the Secretary.

5.5 In residential agricultural high schools to:

5.5.1 teachers rostered for out of normal hours student supervision;

5.5.2 head teacher (welfare) for residential supervision;

5.5.3 a teacher appointed to be in charge of residential supervision;

5.5.4 principals for on call and special responsibilities; and

5.5.5 deputy principals for on call and special responsibilities.

5.6 To supervisors of female students:

5.6.1 Where the average attendance of female students does not exceed 200;

5.6.2 Where the average attendance of female students exceeds 200 but does not exceed 400;

5.6.3 Where the average attendance of female students exceeds 400.

5.7 Education officers who have been on top of their appropriate salary scale for a period of twelve months and have demonstrated to the satisfaction of the Secretary by the work performed and results achieved, the aptitude, abilities and qualities warranting such payment shall receive an additional payment as set out in Schedule 7 and, after a further twelve months, an additional allowance of the same amount.

5.8 Locality and related allowances shall be paid as set out in Schedule 8.

5.9 To Executive Principals, Connected Communities as set out in Schedule 7 subject to the:

5.9.1 completion by the Executive Principal, Connected Communities of five (5) years of service in that position; and

5.9.2 satisfactory performance of the Executive Principal, Connected Communities in that position at the end of the five year period as determined by the Executive Director, Connected Communities; and

5.9.3 on completion of each subsequent five years of service in that position subject to the provisions of 5.9.2 above.

## **6. Salary Progression and Maintenance**

6.1 Teachers who were employed prior to 1 January 2016 and who were eligible for progression to standards based remuneration via the transition provisions shall be entitled to progress along or be maintained on the common incremental salary scale after 203 days of service or the salary level for a promotions position after each 12 months of service subject to the officer demonstrating by means of an annual review, continuing efficiency in teaching practice, satisfactory performance and professional growth until they transition to the standards based remuneration scale. Salary progression for teachers under standards based remuneration will occur in accordance with the provisions of subclauses 3.5 to 3.12.

- 6.2 Temporary teachers who were employed prior to 1 January 2016 and who were eligible for progression to standards based remuneration via the transition provisions shall be entitled to progress along or be maintained on the common incremental salary scale until they transition to the standards based remuneration scale. Salary progression for teachers under standards based remuneration will occur in accordance with the provisions of subclauses 3.5 to 3.12. All progression for temporary teachers is subject to the provisions of subclause 22.4 of clause 22, Temporary Teachers.
- 6.3 Those officers prescribed at clause 3.13 shall be entitled to progress along or be maintained on the common incremental salary scale after each 203 days of service subject to the officer demonstrating by means of an annual review, continuing efficiency in teaching practice, satisfactory performance and professional growth for the life of this award.
- 6.4 A temporary teacher relieving in a TP1 or AP1 position or Principal - Environmental Education Centre or Hospital School or Grade 1 position under clause 24, Relief in TP1 or AP1 or Principal - Environmental Education Centre or Hospital School or Grade 1 Positions, shall be entitled to be maintained at that salary level subject to the provisions of subclause 22.4 of clause 22, Temporary Teachers.

### **7. Performance and Development Processes for Teachers**

- 7.1 The existing annual review procedures for school based and non school based teaching service staff, the executive and principal assessment and review procedures which are provided for in sub clause 7.2 below will continue in 2014.
- 7.2 To provide feedback on an officer or temporary employee's performance each officer or temporary employee's principal, supervisor or nominee shall ensure that the teacher's performance is appraised by annual review. This appraisal implemented from the beginning of term four, 2000 for school teachers and in 2005 for non school based teaching service staff continues in force as follows:
- 7.2.1 The officer or temporary employee's principal, supervisor or nominee shall be responsible for annually reviewing the performance and development of the officer or temporary employee undertaking their work.
- 7.2.2 For teachers in schools (including temporary teachers) this annual review shall be supported by:
- (i) conferences between the school teacher and the principal, or nominee;
  - (ii) observations of educational programs;
  - (iii) review of documentation such as lesson planning, lesson material and student work, plans, evaluations and reports, as appropriate;
- 7.2.3 In implementing the annual review the principal (or nominee) shall take into account the following:
- (i) the level of experience of the teacher (so that less experienced teachers are given greater attention); and
  - (ii) the particular circumstances of the school.
- 7.2.4 For non school based teaching service staff (including temporary staff) this annual review shall be supported by:
- (i) conferences between the non school based teaching service officer and the executive director, state office director or director, public schools (or nominee);
  - (ii) observations of work programs;
  - (iii) review of documentation, as appropriate.

- 7.2.5 In implementing the annual review the executive director, state office director or director, public school (or nominee) will take into account the following:
- (i) the level of experience of the non school based teaching service officer (so that less experienced officers are given greater attention); and
  - (ii) the particular circumstances of the workplace.
- 7.2.6 The annual review for teachers shall be reported by way of the teacher assessment review schedule implemented under the Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award published 29 May 2009 (368 I.G.73).
- 7.2.7 The annual review for non school based teaching service staff shall be reported by way of the teacher assessment and review schedule contained in the Department's Memorandum DN/11/00040, Non School Based Education Teaching Service Officer Assessment and Review Schedule.
- 7.2.8 An Executive Assessment and Review Schedule will be established to provide for the annual assessment and review of deputy principals, assistant principals and head teachers for implementation in 2009.
- 7.3 The parties agree that during the 2014 school year they will jointly develop the policy advice, procedures, support materials and training for the new performance and development framework for principals, members of the executive and teachers.
- 7.4 The new performance and development procedures will be implemented in Semester 1, 2015.

### **8. Salary Packaging**

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

- 8.6.2 any salary-related payment including but not limited to allowances and workers compensation payments; and
- 8.6.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

### **9. Initial Appointments**

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

### **10. Teaching in More Than One Location**

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

### **11. Deferred Salary Scheme**

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

### **12. Compensation for Travel on Department Business**

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

### **13. Assessment and Reporting and Quality of Educational Outcomes**

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

#### 14. Teacher Efficiency Process

- 14.1 The Teacher Improvement Program procedures in place as at the date of the making of this award will continue for terms 1 and 2, 2014.
- 14.2 The parties will consult on the implementation of the new teacher improvement procedures which will commence from the start of term 3, 2014.

#### 15. Teaching Hours for Years 11 and 12

- 15.1 The purpose of this clause is to increase the delivery of Vocational Education and Training in schools and to enhance the curriculum opportunities available for post compulsory secondary students arising from the new Higher School Certificate.
- 15.2 A secondary school shall have core hours sufficient to operate an eight by 40 minute period timetable per day (or its equivalent).
- 15.3 A principal shall arrange for timetabling of classes for the year (or other period over which a school's timetable may apply) to maximise the extent to which the curriculum preferences of Year 11 and 12 students can be satisfied to meet the purpose expressed in subclause 15.1 above.
- 15.4 In addition to the core hours a principal may timetable classes for Years 11 and 12 outside core timetable hours between 7.30am and 5.30pm Monday to Friday, where not to do so would unnecessarily restrict Year 11 and 12 student course choice, provided that:
- 15.4.1 the principal has consulted with the school community; and
- 15.4.2 has taken into account the issues of course access for Year 11 and 12 students, parental concerns and practical matters relating to the operation of classes at such times.
- 15.5 A teacher shall not unreasonably refuse to teach classes at this time.
- 15.6 Provided that the overall hours of duty of the school teacher shall not be exceeded, a teacher timetabled in accordance with this clause and working beyond the core timetable hours shall be entitled to an equivalent period of core timetabled time off during the week for the time beyond the core time so taught. Wherever possible, the time off should be at the beginning or end of the core hours of the school day.
- 15.7 A teacher shall not be required to be timetabled both before and after the core hours on any given day.

#### 16. Allocation of Duties in High Schools

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

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

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

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

- 16.3 Provided that such alternate periods shall be allocated:
- 16.3.1 with due regard to the non teaching duties required to be performed by the teacher, head teacher or deputy principal; and
- 16.3.2 as far as possible to a teacher, head teacher or deputy principal in the same faculty as that of the absent teacher.
- 16.4 Nothing in subclauses 16.1 to 16.3 shall preclude a teacher from working school generated or other alternate periods on a voluntary basis where the exigencies of the work and the welfare of the students so require.
- 16.5 Teachers may, at the discretion of the principal, be required to take "in lieu of" classes as defined in subclause 2.37.
- 16.6 In lieu of requiring a teacher to supervise sporting activity in accordance with subclause 16.1 of this clause, a principal of a school, with the agreement of the teacher or teachers concerned, may make provision for that teacher or teachers to undertake two periods of alternate face to face teaching duties during weekdays or to undertake sports supervision on weekends.
- 16.7 A principal may require all teachers with Year 12 classes to take, from the time Year 12 students leave to sit for their Higher School Certificate examinations in Term 4 of each year, up to 50 per cent of their timetable load of Year 12 classes as Year 12 relieving periods. So far as possible, periods shall be allocated to a teacher in the same faculty as that of the absent teacher.

### **17. Teaching Outside Normal School Hours**

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

### **18. Alternative Work Organisation**

- 18.1 Except as provided in clause 10, Teaching in More Than One Location; clause 15, Teaching Hours for Years 11 and 12; or clause 17, Teaching Outside Normal School Hours:
- 18.2 The parties agree to provide options which facilitate alternative work organisations in schools.
- 18.3 Teaching staff in a school or other workplace may seek to vary its organisation in order to improve students' learning conditions and or to improve teachers' working conditions, provided that:
- 18.3.1 the proposal can be implemented within the school's or workplace's current staffing entitlement;
- 18.3.2 the proposal has the concurrence of the principal (or other responsible officer) and the majority of the staff;
- 18.3.3 the teachers directly affected by the proposal concur;

- 18.3.4 consultation with staff, parents, students and relevant community groups is undertaken where appropriate;
- 18.3.5 consideration is given to equity and gender and family issues involved in the proposal;
- 18.3.6 proposed variations in work arrangements are in writing and approved by the Secretary or nominee and Federation organiser or state office director and senior officer of the Federation, prior to implementation;
- 18.3.7 if either party believes that the proposed variation in work organisation is in conflict with the provisions of the award, then the proposal shall be forwarded to the Alternative Work Organisation Committee, consisting of two senior officers of the Department and of the Federation, or nominees, to review the proposals developed;
- 18.3.8 where the Alternative Work Organisation Committee considers a proposed variation in work arrangements which complies with 18.3.1 to 18.3.6 above conflicts with the provisions of the award the parties may apply to the Industrial Relations Commission to vary the award by consent; and
- 18.3.9 the parties agree to continue to trial and review pilots on work organisation in schools to facilitate flexibility in order to respond to increasing student enrolments.

### **19. Teachers Appointed to More Than One School**

- 19.1 Where in any school a teacher cannot be, or has not been, allocated a complete teaching load the teacher may be appointed to teach in more than one school. Such teachers include teacher librarians and teachers of English as a second language.
- 19.2 A teacher appointed to two or more schools shall be entitled to the travel compensation and excess travel provisions of Part A of Schedule 9, Excess Travel and Compensation for Travel on Official Business.

### **20. Qualifications, Recruitment and Training**

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

### **21. Calculation of Service**

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

### **22. Temporary Teachers**

- 22.1 From January 2001, temporary teachers were entitled to pro rata salary and conditions of permanent teachers, other than the provisions at clause 11, Deferred Salary Scheme.

- 22.2 The Department will maintain the following practice: when a teacher has occupied a single substantive part time position for more than two years and it is expected that the position will continue, the teacher may apply for conversion to permanent part time status in that position.
- 22.3 The Department will seek to maximise the filling of vacancies in schools by the appointment of permanent teachers, including permanent part time teachers, where reasonably practical.
- 22.4 Subject to the provisions of clause 21, and the temporary teacher demonstrating by means of an annual review, continuing efficiency in teaching practice, satisfactory performance and professional growth, temporary teachers who were employed prior to 1 January 2016 and who were eligible for progression to standards based remuneration via the transition provisions shall be entitled to be maintained on the salary level for a promotions position after each 12 months of service or to progress to the next step of the common incremental salary scale until they transition to the standards based remuneration scale following the completion of 203 days of service as a temporary teacher irrespective of breaks in that service. Salary progression for temporary teachers under standards based remuneration will occur in accordance with the provisions of subclauses 3.6 to 3.12.
- 22.5 Subject to the provisions of clause 21, and demonstrating by means of an annual review, continuing efficiency in teaching practice, satisfactory performance and professional growth, those employed temporarily in classifications prescribed at clause 3.13 shall be entitled to progress or to be maintained on the salary level for a promotions position after each 12 months of service or to progress to the next step of the common incremental scale following the completion of 203 days of service irrespective of breaks in that service.

### **23. Casual Teachers**

- 23.1 The rates of pay for casual teachers are set out in Schedule 4, Table 1 and Table 2.
- 23.2 The daily hours of engagement for a casual teacher, which shall be worked continuously, shall be six and one half hours per day, including a 30 minute break during those hours.
- 23.3 The minimum daily engagement for casual teachers shall be two hours.
- 23.4 Where a casual teacher relieves a teacher who has been timetabled to teach as provided in clause 15, Teaching Hours for Years 11 and 12, then the provisions of subclause 15.6 and 15.7 of that clause shall apply to the casual teacher provided that the time off can be taken either at the beginning or end of the six and one half hour period of daily engagement of the casual teacher.
- 23.5 Where a casual teacher reports to a school for duty on any day on the basis of a request by an authorised officer and is then advised that their services are not required, the casual teacher shall be entitled to receive payment for one half of one day's pay at the appropriate rate in Schedule 4, Table 1 and Table 2.
- 23.6 The rates of pay of casual teachers are loaded by 5 per cent to be inclusive of the following incidents of employment: sick leave, family and community service leave, special leave and leave loading. Entitlements under the Long Service Leave Act 1955 and Determination 5 of 2006, Casual School Teachers Adoption, Bereavement, Maternity, Parental and Personal Carer's Entitlements or its successor, are not affected.
- 23.7 Casual teachers will receive either a Band 1 or Band 2 rate of pay as provided for in Schedule 4 in accordance with their accreditation.
- 23.8 Casual teachers who commence work at the Band 1 rate of pay will be required to work for a minimum of the full time equivalent of two years before being eligible to receive the Band 2 rate of pay if they have attained the relevant accreditation.

### **24. Relief in Tp1 or Ap1 Position Or Principal - Environmental Education Centre Or Hospital School Grade 1**

- 24.1 Where the qualification period for the payment of higher duties is satisfied:

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

## **25. Training and Development**

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

## **26. Multi Skilling**

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

## **27. Duties as Directed**

- 27.1 The Secretary or delegate, nominee or representative may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classifications covered by the award and provided that such duties are not designed to promote deskilling.
- 27.2 The Secretary may direct an employee to carry out such duties and use such tools, materials and equipment as may be required, provided that the employee has been properly trained in the use of such tools, materials and equipment.

- 27.3 Any directions issued by the Secretary pursuant to subclauses 27.1 and 27.2 shall be consistent with the Secretary's responsibility to provide a safe and healthy working environment.

### **28. Other Rates of Pay**

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

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

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

### **30. Teachers in Residential Agricultural High Schools - Special Conditions**

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

#### **31. Dispute Resolution Procedures**

- 31.1 Subject to the provisions of the Industrial Relations Act 1996, the following procedures shall apply:

31.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the employee and or the Federation's workplace representative shall raise the matter with the appropriate principal or supervisor as soon as practicable.

31.1.2 The principal or supervisor shall discuss the matter with the employee and or the Federation's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

31.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and or the Federation may raise the matter with an appropriate officer of the Department, either the Director, Public Schools or at the Executive Director level, with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.

31.1.4 Where the procedures in paragraph 31.1.3 do not lead to resolution of the dispute, the matter shall be referred to the Deputy Secretary, Corporate Services of the Department and the Branch Secretary of the Federation. They or their nominees shall discuss the dispute with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

- 31.2 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

### **32. No Further Claims**

- 32.1 Except as provided by the Industrial Relations Act 1996, prior to 31 December 2019, 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.

### **33. Anti-Discrimination**

- 33.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- 33.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed under clause 31, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It shall be

consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

- 33.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 33.4 Nothing in this clause is to be taken to affect:
- 33.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 33.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 33.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977; and
- 33.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 33.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

### **34. Work, Health & Safety**

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

### 35. Saturday School of Community Languages

- 35.1 The conditions of employment and rates of pay for employees (that term is defined in clause 2.10 of Schedule 12) at the Saturday School of Community Languages as ministerial employees in the public sector are exclusively as provided for in Schedule 12 to this award.
- 35.2 Such employment under Schedule 12 of this award is separate from any employment addressed elsewhere in this award under the Teaching Service Act or the Government Sector Employment Act.

### 36. Educational Paraprofessionals

- 36.1 Educational paraprofessionals shall be remunerated in accordance with Schedule 6 of this award depending on their qualifications. Educational Paraprofessionals shall be entitled to progress along or be maintained on the Educational Paraprofessional salary scale after each 203 days of service subject to demonstrating satisfactory performance.
- 36.2 Educational paraprofessionals are employed in conjunction with National Partnership programs, as participants in internship and cadetship programs and as required for other initiatives undertaken in the Department.

### 37. Australian Professional Standards for Teachers

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

### 38. Area, Incidence and Duration

- 38.1 This award rescinds and replaces the Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award published 24 November 2015 (378 I.G. 1452) and all variations thereof.
- 38.3 This award shall commence on and from 1 January 2017 and remain in force until 31 December 2019.

## SCHEDULE 1A

### TEACHER SALARIES - STANDARDS BASED REMUNERATION 2017-2019

The following salary scale applies to teachers.

Band/Level of Accreditation	Salary from the first pay period to commence on or after 1.1.2017 \$	Salary from the first pay period to commence on or after 1.1.2018 \$	Salary from the first pay period to commence on or after 1.1.2019 \$
Increase	2.5%	2.5%	2.5%
Band 1(Graduate)	65,608	67,248	68,929
Band 2(Proficient)	79,130	81,108	83,136
Band 2.1	85,888	88,035	90,236
Band 2.2	89,273	91,505	93,793
Band 2.3	97,853	100,299	102,806
Band 3 (Highly Accomplished)	104,154	106,758	109,427

**SCHEDULE 1B****TEACHER SALARIES - COMMON INCREMENTAL SALARY SCALE - 2017 - 2019**

The following applies to only those teachers who were employed prior to 1 January 2016 and who were eligible for progression via the transition provisions to standards based remuneration.

The following salary scale also applies to: education officers, home school liaison officers, Aboriginal student liaison officers, and counsellors.

Current Salary steps	Salary from the first pay period to commence on or after 1.1.2017 \$	Salary from the first pay period to commence on or after 1.1.2018 \$	Salary from the first pay period to commence on or after 1.1.2019 \$
Increase	2.5%	2.5%	2.5%
Step 13	97,853	100,299	102,806
Step 12	89,273	91,505	93,793
Step 11	85,888	88,035	90,236
Step 10	82,509	84,572	86,686
Step 9	79,130	81,108	83,136
Step 8	75,751	77,645	79,586
Step 7	72,368	74,177	76,031
Step 6	68,983	70,708	72,476
Step 5	65,608	67,248	68,929
Step 4	62,228	63,784	65,379
Step 3	59,163	60,642	62,158

**SCHEDULE 2A****PRINCIPAL CLASSIFICATION STRUCTURE 2017-2019**

Classification	Salary from the first pay period to commence on or after 1.1.2017 \$	Salary from the first pay period to commence on or after 1.1.2018 \$	Salary from the first pay period to commence on or after 1.1.2019 \$
Increase	2.5%	2.5%	2.5%
Teaching Principal 1 (TP1) or Associate Principal	112,614	115,429	118,315
Teaching Principal 2 (TP2) or Associate Principal	131,484	134,771	138,140
P1	135,092 (Base level)	138,469 (Base level)	141,931 (Base level)
P2	145,404 (Base level + \$10,312 complexity loading)	149,039 (Base level + \$10,570 complexity loading)	152,765 (Base level + \$10,834 complexity loading)
P3	161,136 (Base level + \$26,044 complexity loading)	165,164 (Base level + \$26,695 complexity loading)	169,293 (Base level + \$27,362 complexity loading)
P4	168,181 (Base level + \$33,089 complexity loading)	172,386 (Base level + \$33,917 complexity loading)	176,696 (Base level + \$34,765 complexity loading)

P5	173,337 (Base level + \$38,245 complexity loading)	177,670 (Base level + \$39,201 complexity loading)	182,112 (Base level + \$40,181 complexity loading)
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**SCHEDULE 2B****FORMER PRINCIPAL CLASSIFICATION STRUCTURE 2017-2019****Table 1**

Classification	Salary from the first pay period to commence on or after 1.1.2017 \$	Salary from the first pay period to commence on or after 1.1.2018 \$	Salary from the first pay period to commence on or after 1.1.2019 \$
Increase	2.5%	2.5%	2.5%
High School Principal			
Grade 1 (PH1)	168,181	172,386	176,696
Grade 2 (PH2)	161,136	165,164	169,293
Central School Principal			
PC1	158,816	162,786	166,856
PC2	146,451	150,112	153,865
PC3	140,520	144,033	147,634
PC4	135,802	139,197	142,677
Primary School Principal			
PP1	157,277	161,209	165,239
PP2	145,033	148,659	152,375
PP3	139,156	142,635	146,201
PP4	134,489	137,851	141,297
PP5	131,484	134,771	138,140
PP6	112,614	115,429	118,315
Principal - Environmental Education Centre or Hospital school Grade 2	131,484	134,771	138,140
Principal - Environmental Education Centre or Hospital school Grade 1	112,614	115,429	118,315

**Table 2**

Classification	Salary from the first pay period to commence on or after 1.1.2017 \$	Salary from the first pay period to commence on or after 1.1.2018 \$	Salary from the first pay period to commence on or after 1.1.2019 \$
Increase	2.5%	2.5%	2.5%
Executive Principal, Connected Communities	185,845	190,491	195,253

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

**SCHEDULE 3****OTHER PROMOTIONS CLASSIFICATIONS IN THE TEACHING SERVICE - 2017 - 2019**

Classification	Salary from the first pay period to commence on or after 1.1.2017 \$	Salary from the first pay period to commence on or after 1.1.2018 \$	Salary from the first pay period to commence on or after 1.1.2019 \$
Increase	2.5%	2.5%	2.5%
School based teaching service			
High School Deputy Principal	131,484	134,771	138,140
Deputy Principal (Secondary) Central School	131,484	134,771	138,140
Primary School Deputy Principal	131,484	134,771	138,140
Deputy Principal (Primary) Central School	131,484	134,771	138,140
Assistant Principal Primary School	112,614	115,429	118,315
Assistant Principal Central School	112,614	115,429	118,315
Head Teacher High School	112,614	115,429	118,315
Head Teacher Central School	112,614	115,429	118,315
Senior Psychologist, Education (formerly District Guidance Officer)	112,614	115,429	118,315
Senior Assistant in Schools	100,389	102,908	105,481
Non School based teaching service			
Principal Education Officer	146,618	150,283	154,040
Senior Education Officer Class 2	132,141	135,445	138,831
Senior Education Officer Class 1			
Year 1	112,614	115,429	118,315
Year 2	117,267	120,199	123,204
Year 3	121,921	124,969	128,093

**SCHEDULE 4****RATES OF PAY - CASUAL TEACHERS****Table 1**

Teachers	Rates from the first pay period to commence on or after 1.1.2017 \$	Rates from the first pay period to commence on or after 1.1.2018 \$	Rates from the first pay period to commence on or after 1.1.2019 \$
Increase	2.5%	2.5%	2.5%
Band 1	339.36	347.84	356.54
Band 2	409.29	419.52	430.01

**Table 2**

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

	Rates from the first pay period to commence on or after 1.1.2017 \$	Rates from the first pay period to commence on or after 1.1.2018 \$	Rates from the first pay period to commence on or after 1.1.2019 \$
Increase	2.5%	2.5%	2.5%
Casual TP1/AP1 Principal Environmental Education Centre or Hospital School Grade 1	582.48	597.04	611.97

**SCHEDULE 5****OTHER RATES OF PAY**

Classification	Rates from the first pay period to commence on or after 1.1.2017 \$ Per day	Rates from the first pay period to commence on or after 1.1.2018 \$ Per day	Rates from the first pay period to commence on or after 1.1.2019 \$ Per day
Increase	2.5%	2.5%	2.5%
Teacher in Charge	25.60	26.24	26.90
Demonstration Schools	10.61	10.88	11.15
Teachers of classes of students with disabilities	14.50	14.86	15.23
	\$ Per hour	\$ Per hour	\$ Per hour
Needlework/Craft teacher	45.67	46.81	47.98

**SCHEDULE 6****EDUCATIONAL PARAPROFESSIONAL 2017 -2019**

	Salary from the first pay period to commence on or after 1.1.2017 \$	Salary from the first pay period to commence on or after 1.1.2018 \$	Salary from the first pay period to commence on or after 1.1.2019 \$
Increase	2.5%	2.5%	2.5%
Step 1	55,466	56,853	58,274
Step 2	59,163	60,642	62,158
Step 3	62,228	63,784	65,379

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

	Rates from the first pay period on or after 1.1.2017	Rates from the first pay period on or after 1.1.2018	Rates from the first pay period on or after 1.1.2019
Increase	2.5%	2.5%	2.5%
Schools			
Home School Liaison Officer and Aboriginal Student Liaison Officer	2,873	2,945	3,019
Teacher in Charge	4,451	4,562	4,676
Year Adviser	3,947	4,046	4,147
Teachers other than the principal of classes of students with disabilities	2,523	2,586	2,651
Principals, schools for specific purposes	3,287	3,369	3,453
Principal of Stewart House	16,766	17,185	17,615
Assistant Principal of Stewart House	11,104	11,382	11,667
In a central school - DP (Primary) AP	1,999	2,049	2,100
Demonstration Schools			
Principal - formerly classified prior to 1 January 2016 as:			
Class PP1	2,902	2,975	3,049
Class PP2	2,575	2,639	2,705
Other promotion positions	2,257	2,313	2,371
Trained teacher	1,833	1,879	1,926
Demonstration lessons			
Teachers in schools required to take demonstration lessons: per lesson	51.65	52.94	54.26
In other schools			
Per half hour lesson	62.46	64.02	65.62
Per 40 minute lesson	83.24	85.32	87.45
Maximum per annum	4,702	4,820	4,941
Residential Agricultural High Schools			
Rostered supervision teachers	11,104	11,382	11,667
Head Teacher (Welfare) residential supervision allowance	1,850	1,896	1,943
Teacher in charge of residential supervision	1,900	1,948	1,997
Principal on call and special responsibility allowance	16,766	17,185	17,615
Deputy principal on call and special responsibility allowance	15,148	15,527	15,915
Supervisor of female students			
Up to 200 students	1,980	2,030	2,081
201-400 students	3,187	3,267	3,349
More than 400 students	3,947	4,046	4,147
Education Officers			
Non Graduate			
Year 2	5,097	5,224	5,355
Year 1	5,097	5,224	5,355
Graduate			

Year 2	3,981	4,081	4,183
Year 1	3,981	4,081	4,183

**Table 2**

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

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

## SCHEDULE 8

### Locality Allowances

#### 1. Definitions

- 1.1 For the purposes of this schedule:
- 1.1.1 "Dependent child" means, unless otherwise defined in the award, a child of which a teacher is a parent and who is resident with and wholly maintained by such teacher and either is under the age of sixteen years or is a full time student under the age of eighteen years or is completing their school studies up to and including Year 12.
- 1.1.2 "Dependent partner" means a person who is resident with and substantially reliant upon a teacher for their financial support, being either the teacher's spouse or a person whom the Secretary is satisfied is cohabiting otherwise than in marriage with the teacher in a permanent de facto and bona fide domestic relationship.
- 1.1.3 "Duly qualified" means a practitioner practising in Australia who, by training, skill and experience, is competent to diagnose, advise with regard to, and or treat the condition in relation to which relevant medical or dental assistance, as the case may be, is reasonably sought.
- 1.1.4 "Married couple" means and shall include a teacher and their spouse or a person whom the Secretary is satisfied is cohabiting otherwise than in marriage in a permanent de facto and bona fide domestic relationship.
- 1.1.5 "Practitioner" means a legally qualified and lawfully practising medical practitioner or, as appropriate, a legally qualified and lawfully practising dentist and includes a duly qualified and lawfully practising physiotherapist to whom a teacher or a dependent spouse, partner or child of a teacher has been referred for treatment by a legally qualified medical practitioner.
- 1.1.6 "Reimbursable expenses" means, for the purposes of Part E of this schedule:
- (i) Actual travel costs in excess of the amounts specified in subparagraph (iv) of this paragraph in any one instance reasonably incurred in transporting a teacher and or a dependent partner and or dependent child of a teacher from his or her place of residence to a place at which a duly qualified practitioner is consulted.
  - (ii) Travel charges in excess of the amounts specified in subparagraph (iv) of this paragraph in any one instance made by a duly qualified practitioner reasonably summoned to a teacher or a dependent partner or dependent child of a teacher at or near the place of residence of the teacher.
  - (iii) The actual cost of accommodation not being hospital or nursing accommodation reasonably and necessarily incurred by a teacher or a dependent partner or dependent child of a teacher in connection with the attendance of that person away from their place of residence at a place at which a duly qualified practitioner is consulted.

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

From the first pay period to commence on or after 1.1.2017 \$	From the first pay period to commence on or after 1.1.2018 \$	From the first pay period to commence on or after 1.1.2019 \$
36	37	38

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

## 2. Part A - Allowances - Climatic Disability

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

Subclause No.	Climatic Allowances	Rates from the first pay period to commence on or after 1.1.2017 \$	Rates from the first pay period to commence on or after 1.1.2018 \$	Rates from the first pay period to commence on or after 1.1.2019 \$
	Increase	2.5%	2.5%	2.5%
2.1	Teacher without dependent partner	1,355	1,389	1,424
	Teacher with dependent partner	1,603	1,643	1,684
2.2	Teacher without dependent partner	685	702	720

	Teacher with dependent partner	914	937	960
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\* The dependent partner rate is one third greater than the rate for a teacher without a dependent partner.

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

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

	Rates from the first pay period to commence on or after 1.1.2017 \$	Rates from the first pay period to commence on or after 1.1.2018 \$	Rates from the first pay period to commence on or after 1.1.2019 \$
Increase	2.5%	2.5%	2.5%
Group			
1	4,453	4,564	4,678
2	4,007	4,107	4,210
3	3,560	3,649	3,740
4	3,117	3,195	3,275
5	2,670	2,737	2,8051
6	2,228	2,284	2,341
7	1,784	1,829	1,875
8	1,339	1,372	1,406
9	896	918	941
10	446	457	468

3.2 A teacher with a dependent partner shall receive double the allowance prescribed in subclause 3.1 of this clause.

3.3 Subject to clause 7 of this schedule, a teacher entitled to an allowance under subclause 3.1 of this clause and with a dependent child or children shall be paid the following additional allowances -

	1st dependent child rates from the first pay period to commence on or after 1.1.2017 Per annum \$	1st dependent child rates from the first pay period to commence on or after 1.1.2018 Per annum \$	1st dependent child rates from the first pay period to commence on or after 1.1.2019 Per annum \$
Increase	2.5%	2.5%	2.5%
Group 1	533	546	560
Group 2	465	477	489
Group 3	393	403	413
Group 4	324	332	340
Groups 5 and 6	257	263	270
	2nd and subsequent dependent child rates from the first pay period to commence on or after 1.1.2017 Per annum \$	2nd and subsequent dependent child rates from the first pay period to commence on or after 1.1.2018 Per annum \$	2nd and subsequent dependent child rates from the first pay period to commence on or after 1.1.2019 Per annum \$
Group 1	359	368	377
Group 2	294	301	309
Group 3	221	227	233
Group 4	155	159	163
Groups 5 and 6	85	87	89

#### 4. Part C - Allowances - Motor Vehicle

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

Group	Rates from the first pay period to commence on or after 1.1.2017 \$	Rates from the first pay period to commence on or after 1.1.2018 \$	Rates from the first pay period to commence on or after 1.1.2019 \$
Increase	2.5%	2.5%	2.5%
Groups 1, 2 and 3	2,393	2,453	2,514
Groups 4,5 and 6	1,201	1,231	1,262

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

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

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

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

5.1.2 if appointed to a school covered by Determination 21 of the Determinations made pursuant to section 25 of the Teaching Services Act 1980, one vacation journey; and or

5.1.3 if appointed to a school located more than 720 kilometres from Sydney by the nearest practicable route and other than a school referred to in paragraph 5.1.1 of this subclause, one or more journey(s) if, given the circumstances of the school location, the Secretary considers it to be warranted.

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

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

5.3 For the purposes of subclause 5.2, the amount of overnight expenses are as follows:

From the first pay period to commence on or after 1.1.2017 \$	From the first pay period to commence on or after 1.1.2018 \$	From the first pay period to commence on or after 1.1.2019 \$
42	43	44

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

6.1 The provisions of subclauses 6.2, 6.3, 6.4, 6.5 and 6.6 of this clause apply only to a teacher who is appointed to a school included in Appendix A of this schedule, but do not apply to a teacher -

6.1.1 who for the time being is on maternity leave; or

- 6.1.2 who is married to a spouse or has a partner normally resident in the locality, unless such spouse or partner is normally and usually dependent upon the teacher as a consequence of illness, incapacity or other reasonable inability to earn an income sufficient to support themselves and or his or her child or children, as the case may be.
- 6.2 Where a teacher reasonably incurs reimbursable expense, the amount thereof shall be paid to that teacher upon written application made to the Secretary.
- 6.2.1 A teacher shall not be disentitled to such payment merely by reason of the fact that the reimbursable expense incurred was in relation to the attendance by or upon a duly qualified practitioner who was not the nearest duly qualified practitioner available at the relevant time if special circumstances in the particular case render it desirable that the services of some other duly qualified practitioner be sought.
- 6.2.2 In any instance in which it is necessary for the teacher or the partner of the teacher or some other attendant to accompany the person in respect of whom reimbursable expense is incurred then, upon written application by the teacher to the Secretary, the additional travel and accommodation costs reasonably and actually incurred shall be paid to the teacher.
- 6.3 A teacher who claims payment of reimbursable expenses shall provide such evidence in substantiation of the claim as the Secretary may reasonably require.
- 6.4 The Secretary shall be entitled to refuse payment of any claim where it appears that the expense arose as a direct consequence of the serious and wilful misconduct or gross negligence of the person in respect of whom the expense was incurred.
- 6.5 A teacher shall, in respect of any occurrence which gives rise to the incurring of reimbursable expense, take all reasonable steps to recover any insurance, contributory fund, workers' compensation or other benefits or common law damages as may lawfully be payable in respect thereof and any sum actually recovered in respect of items of reimbursable expense under this Schedule shall be brought to credit as against the Secretary's liability for the same. If any such sum shall be recovered subsequently to payment by the Secretary of reimbursable expense to a teacher, that teacher shall make an appropriate repayment. The Secretary shall not be entitled to withhold payment of reimbursable expense merely upon the ground that it or some portion of it may be recoverable at some time in the future from a third party.
- 6.6 The Secretary may, by notice in writing, require any teacher to effect and keep on foot a policy of insurance or membership of a medical fund to cover that teacher's liability for items of the nature of reimbursable expense under this schedule.
- 6.6.1 In any such case, the Secretary shall reimburse to the teacher the amount by which any premium or contribution incurred in so doing exceeds the following amounts:

From the first pay period to commence on or after 1.1.2017	From the first pay period to commence on or after 1.1.2018	From the first pay period to commence on or after 1.1.2019
\$	\$	\$
36	37	38

- 6.6.2 If a teacher fails to comply with a requirement made by the Secretary under this subclause, such teacher shall not be entitled to claim any reimbursable expense which, but for their failure, would have been recouped to that teacher as a result of the relevant insurance or membership.
- 6.7 When a teacher is necessarily absent from duty for the purpose of securing advice and or treatment from a duly qualified practitioner for such teacher or dependent partner or child of such teacher, any period of such absence involved in travelling to or from the place of residence of the teacher to the place at which the advice or treatment is obtained shall not be debited against any sick leave credit to which that teacher is entitled. Provided that this clause shall be without prejudice to the right of the Secretary in their discretion to temporarily appoint the teacher to a school nearer to the place of consultation or treatment where they may deem it desirable so to do.

- 6.8 The Secretary shall be entitled to decline payment of reimbursable expense to a teacher in any instance in which such expense relates to a non-urgent elective consultation or treatment which might reasonably have been sought during a vacation period whilst the teacher or their relevant dependent partner, child or children (as the case may be) had, in the normal course, travelled to a location at which the type of consultation or treatment could be obtained.

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

- 7.1 Subject to subclause 7.2 of this clause, where a married couple consists of two teachers who are otherwise eligible for payment of an allowance under this schedule then, in the case of an allowance under:
- 7.1.1 subclause 2.1 or 2.2 of clause 2 of this schedule, each teacher shall only be entitled to one half of the allowance provided therein for a teacher with a dependent partner;
  - 7.1.2 subclause 3.3 of clause 3 of this schedule, each teacher shall only be entitled to one half of the allowance provided therein for a teacher with a dependent child or children;
  - 7.1.3 clause 4 of this schedule, each teacher shall only be entitled to one half of the motor vehicle allowance applicable to a single teacher;
  - 7.1.4 clause 5 of this schedule, each teacher shall only be entitled to one half of the vacation travel allowance; and
  - 7.1.5 subclause 6.2 of clause 6 of this schedule, each teacher shall not qualify for reimbursement of expenses in so far as the teacher's partner qualifies for and claims reimbursement as a teacher.
- 7.2 Where a married couple includes a teacher entitled to allowances under the award and a person entitled to a similar allowance pursuant to the Crown Employees (Public Service Conditions of Employment) Award 2009 published 31 July 2009 (368 I.G. 884) as varied, or its successor, the teacher shall only receive the difference between that allowance and the married couple or dependent allowances under this schedule.

**8. Part G - Locality Allowance Committee**

- 8.1 A Locality Allowance Committee shall be established for the purpose of -
- 8.1.1 investigating all matters in dispute and reporting and making recommendations thereon to the Secretary and the Federation;
  - 8.1.2 recommending the inclusion or deletion of schools to be covered by the provisions of clause 3 of this schedule; and
  - 8.1.3 recommending the appropriate groupings and alteration of existing groupings of schools within clause 3 of this schedule.
- 8.2 The Locality Allowance Committee shall -
- 8.2.1 consist of an equal number of representatives nominated by the Secretary and the Federation;
  - 8.2.2 elect its own chairperson, who shall not have a casting vote;
  - 8.2.3 be permitted to act in the absence of any member, provided more than one half of the members are present; and
  - 8.2.4 by its creation and operation not affect the exercise of the powers and functions of any tribunal constituted under the Industrial Relations Act 1996.

**APPENDIX A****ALLOWANCE FOR ISOLATION FROM SOCIO ECONOMIC GOODS AND SERVICES****Groupings of Schools**

Group 1 (9) Clare Tibooburra	Enngonia Wanaaring	Goodooga CS Weilmoringle	Louth White Cliffs	Marra Creek
Group 2 (10) Baryulgil Hatfield	Booligal Hill End	Boomi Ivanhoe	Bullarah Menindee	Ellerston Wilcannia CS
Group 3 (11) Bylong Upper Lightning Ridge Rowena	Cabramurra Mingoola	Carinda Moonan Flat	Corinella Nowendoc	Jerangle Quambone
Group 4 (23) Bellbrook Drake Kingstown Palinyewah Wooli	Blackville Ebor Mallawa Tullibigeal Wyaliba	Carrathool Fairfax Mungindi Tulloona Yarrowitch	Collarenebri Garah Naradhan Wollar	Croppa Creek Hermidale Niangala Wongwibinda
Group 5 (37) Bigga Cassilis Eumungerie Hargraves Nymboida Rollands Plains Tabulam Yetman	Bonalbo Chandler Girilambone Jugiong Old Bonalbo Rosewood Tambar Springs Warrumbungle EEC	Bribbaree Dundurrabin Glen Alice Mayrung Premer Rugby Tooraweenah	Burruga Elands Glenreagh Millbank Pyramul Sofala Trunkey	Burren Junction Euabalong West Gwabegar North Star Rankins Springs Spring Ridge Windeyer
Group 6 (33) Ballimore Bonshaw Deepwater Humula Pallamallawa Toomelah  Wattle Flat	Bedgerebong Brewarrina CS Emmaville Lansdowne Upper Rand Tottenham	Bellata Bundarra Goolma Long Flat Rouchel Ulong	Belltrees Caragabal Grevillia Medlow Stuart Town Wambangalang EEC	Bendemeer Conargo Hernani Mullaley Talbingo Walgett Community College HS & PS
Group 7 (50) Ashford Bogan Gate Copmanhurst Gravesend Khancoban Mumbil Pilliga Somerton Tucabia Urbenville Walhallow	Barkers Vale Bungwahl Dalgety Greenethorpe Lake Cargelligo Mummulgum Pleasant Hills Tallimba Tullamore Woolbrook Wyangala Dam	Ben Lomond Bunnaloo Dungowan Hannam Vale Lowanna Murringo Quandialla Tarcutta Ulan Walbundrie Weethalle	Balranald Cargo Ellangowan  Moulamein Nana Glen Rappville Tooleybuc Upper Coopers Creek	Bobin Coolongolook Euchareena  Mullengandra Orama Savernake Towamba Willawarrin Woolomin
Group 8 (75) Afterlee Binalong Brocklesby	Ardlethan Binya Burrumbuttock	Attunga Blighty Cabbage Tree	Beckom Boree Creek Carroll	Bemboka Bourke HS & PS Collins Creek

Comboyne Dorrroughby EEC Euston Illabo Krambach Lyndhurst Moorland Nimbin Rosebank Telegraph Point Tyalgum WhianWhian	Cowper Duri Ganmain Iluka Ladysmith Manifold Mount George Nundle Rukenvale Tingha Wakool Woodstock	Curlewis Dunoon Goolgowi Jiggi Larnook Matong Murrami Peak Hill Rye Park Trundle Wiangaree Whitton	Currabubula Errowanbang Gooloogong Johns River Lowedale Mendooran Nabiac Risk, The Stockinbingal Tumbarumba HS & PS Wyndham	Delegate Eurongilly Gulgargambone Koorawatha Lue Moonbi Nangus Rookhurst Stratheden Tuntable Creek Woodenbong
Group 9 (67) Ariah Park Brungle Coffee Camp Crabbes Creek Delungra Geurie Kootingal Merriwa	Bald Blair Burringbar Collingullie Crossmaglen Eltham Gum Flat Maimuru Mitchells Island	Barellan Channon, The Coolah Cudal Eungai Ilford Mandurama Moteagle	Barmedman Clergate Coramba Coutts Crossing Eureka Jennings Manildra Mullion Creek	Blandford Clunes Corndale Darlington Pt Gerogery Kentucky Marrar Murrurundi
Neville Oxley Island Quaama Stratford Uranquinty Wombat	Nimmitabel Pacific Palms Red Range Thalgarrah EEC Walla Walla Wongarbon	Numeralla Pocket, The Rock Central, The Timbumburi Wallabadah	Oaklands Pomona Sandy Hollow Ulmarra Wallenbeen	Orara Upper Pottsville Beach Spring Hill Urana Wardell
Group 10 (116) Adaminaby Berridale	Adelong Bexhill	Barham HS & PS Bibbenluke	Barrington Bingara	Batlow Binnaway
Black Mountain Bombala HS & PS Candelo Central Tilba Coolamon Corindi Cundleton Dunedoo CS Fernleigh	Blakebrook Bonville Caniaba Chatsworth Island Coomealla HS Crescent Head Dareton Durrumbul Fingal Head	Bodalla Borenore Carcoar Chillingham Coopernook Crowdy Head Dorrigo HS & PS Empire Vale Gilgai	Boggabilla CS Bournda EEC Carool Cobar HS & PS Coorabell Crystal Creek Doubtful Creek Eugowra Gladstone	Boggabri Broadwater Cascade EEC Coleambally Coraki Cumnock Duranbah Farrer MAHS Goolmangar
Goonengerry Huntingdon Kellys Plains	Harrington Jerilderie Kendall	Herons Creek Jindabyne Kinchela	Hillston Jindera Laggan	Howlong Karangi Lansdowne
Lawrence Martindale Nemingha Rous Table Top Tinonee Warren CS  Woodburn	Leeville Mathoura Nyngan HS & PS Scotts Head Tanja Tintinhull Wee Waa HS & PS Wyrallah	Lennox Head Millthorpe Smithtown Spring Terrace Tathra Tregeagle Wentworth  Yenda	Lockhart Modanville Old Bar Stokers Siding Terranora Tumbulgum Willow Tree  Yeoval	Main Arm Upper Mogo Repton Stuarts Point Teven-Tintenbar Uki Wilsons Creek  Yerong Creek

**SCHEDULE 9****EXCESS TRAVEL AND COMPENSATION FOR TRAVEL ON OFFICIAL BUSINESS****PART A**

## Excess Travel

## 1. Definitions

1.1 For the purpose of Part A of this Schedule:

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

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

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

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

**2. Teaching in More Than One School**

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

**3. Payment for Excess Travel Time**

3.1 If in order to perform the teacher's approved teaching program, the teacher is required to travel outside the teacher's required attendance hours for the particular school from the teacher's home to school and/or from a school to the teacher's home, the teacher shall be paid for excess time occupied in travelling, subject to:

3.1.1 There shall be deducted from the teacher's travelling time on any one day the time normally taken for the periodic journey from home to headquarters and return.

3.1.2 Periods of less than one quarter of an hour on any one day shall be disregarded.

3.1.3 Travelling time shall not include any period of travel between 11.00pm on any one day and 7.30am on the following day when the teacher has travelled overnight and sleeping facilities have been provided for the teacher.

3.1.4 Travelling time shall be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport.

3.1.5 No time spent in performing duties shall be counted as travelling time.

3.1.6 The teacher is otherwise not compensated for excess travelling time by way of allowance or time off in lieu.

3.2 Payment for excess travelling time shall be at the teacher's ordinary rate of pay on an hourly basis, calculated as follows:

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

3.3 For 2014 and 2015, teachers who are in receipt of a salary in excess of the rate applicable to the eleventh step of the common incremental salary scale set out in Schedule 1A, shall be paid travelling time calculated at the rate applicable to the abovementioned eleventh step.

3.4 For 2016, teachers who are in receipt of a salary in excess of the rate applicable to Band 2.1 as set out in Schedule 1B, shall be paid travelling time calculated at the rate applicable to the abovementioned rate.

**4. Payment for Excess Travel -**

4.1 All travelling costs reasonably incurred because of excess travel for the use of a private motor vehicle shall be paid on the basis of cents per kilometre at two rates as follows:

4.1.1 up to 8,000 km per annum - 66.0 cents per km;

4.1.2 over 8,000 km per annum - 26.4 cents per km.

Provided that these rates shall be adjusted pursuant to and in accordance with the rates as approved from time to time by the Premier's Department.

4.2 For the purposes of payment under this subclause, excess travel on any day where the teacher is required during the day to travel from one school to another, shall be determined in accordance with the provisions of subclauses 4.1 to 4.8 inclusive.

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

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

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

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

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

## **PART B**

### **Compensation for Travel on Official Business**

#### 1. Definitions

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

1.1.1 "Headquarters" for a teacher means the school or administrative centre nominated by the Secretary for the particular teacher.

1.1.2 "Teacher" means a permanent or temporary teacher employed in the Teaching Service, but does not mean, unless otherwise specified, a casual teacher.

"Teacher" includes Consultants, District Guidance Officers (DGO's), School Counsellors, Itinerant Teachers (teachers of the behaviourally disordered, the visually impaired, the hearing impaired), Distance Education Centre/School Teachers, Home School Liaison Officers (HSLO), Access School Teachers, District Relief Teachers, Outreach Teachers, Pre School Teachers, Support Teachers Intensive Reading, Careers Advisers, Early Intervention Teachers, Violence Program Teachers, Languages Other Than English

Teachers (LOTE), Early Student Support Program Teachers (ESSP), teachers programmed to teach in a school and a TAFE location and includes any equivalent classifications thereto so long as their work patterns remain unchanged.

2. Except where authorised, teachers are responsible for meeting costs incurred in travel between their residence and usual place of work.
3. Teachers may be authorised to use their private vehicle for travel on official business in the performance of their normal duties where other modes of travel are unsuitable or unavailable.
  - 3.1 Payment, on a case by case basis, shall be considered by the Department for private motor vehicle usage by casual teachers who relieve in a position as identified in subclause 1.1.2 and who are required and authorised to use their private motor vehicle in the performance of their relieving duties.
4. The Use of a Teacher's Private Motor Vehicle on Official Business is Not Mandatory.
5. Official Business Rate -
  - 5.1 The official business rate is payable where the use of a teacher's private motor vehicle on official business is authorised and the teacher is required to travel on official business using their motor vehicle on a regular basis of at least once per week throughout the school year or travel a minimum of 400 kilometres during the school year, except where:
    - 5.1.1 an official vehicle is available;
    - 5.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher's professional time and or restriction in the performance of the teacher's duties and professional responsibilities.
  - 5.2 Where a teacher commences duty other than at the start of the school year the minimum period of 400 kilometres to be travelled, as provided by subclause 5.1 above, shall be adjusted proportionately.
  - 5.3 The rate paid is that specified at clause 9 of this schedule.
6. Casual Rate -
  - 6.1 The casual rate is payable to teachers who are authorised to use their private motor vehicle to travel on official business intermittently as opposed to regular use (as provided by clause 5 of this Schedule) for which the official business rate is paid, except where:
    - 6.1.1 an official vehicle is available;
    - 6.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher's professional time and/or restriction in the performance of the teacher's duties and professional responsibilities.
  - 6.2 In circumstances where teachers are not authorised for reimbursement of travel expenses at the official business rate, they may be given approval to use their private vehicle on official business at the casual rate, including travel to attend staff development courses, selection committee interviews, GREAT appeals and hearings.
  - 6.3 The rate paid is that specified at clause 9 of this schedule.

## 7. Daily Deduction -

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

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

- 7.2 Provided that when the above deduction in subclause 8.1 has been effected, the teacher shall add to the number of kilometres claimed the kilometres shown in the following schedule:

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

- 7.3 This daily deduction discounts the normal one way distance travelled from home to headquarters for which teachers shall not be paid.
- 7.4 Where a teacher is on duty at their headquarters on a particular day and the teacher elects to travel to the headquarters in their private motor vehicle, no payment shall be made for such travel.
- 7.5 If, on such a day, the teacher is directed to travel from their headquarters in an emergency situation, the teacher may be granted approval to use their own motor vehicle and claim the normal kilometre rate for the distance from headquarters to the emergency centre and return.
- 7.6 Where a teacher has approval to use their private motor vehicle on official business and is directed to have the vehicle at headquarters on each day, or particular days, in order to have available a ready means of transport, payment shall be made for the distance from home to headquarters and return for each day of duty the car is required to be available (on official business), less the daily deduction.
- 7.7 A claim for travel allowance cannot be made where the headquarters and another centre visited are on the same or adjacent sites.

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

8. Official Business and Casual Rate -

Clause of Schedule which applies	Rate/	Cents Per Km	
		5	Official Business Rate
		66.0	26.4
6	Casual Rate	26.4	

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

## SCHEDULE 10

### Special. Conditions Covering Home School Liaison Officers and Aboriginal Student Liaison Officers

#### Qualifications and Appointments -

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

#### Duties -

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

#### Training -

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

## Salaries -

## Home School Liaison Officers -

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

## Aboriginal Student Liaison Officers -

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

Aboriginal student liaison officers who are:

Non-graduates - step 3

Graduates without teacher training - step 4

Graduates with teacher training - step 5

Graduates with five years of training - step 6

## Allowances and Additional Leave -

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

## Hours and Conditions -

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

14. Notwithstanding that an officer, on appointment as a home school liaison officer or Aboriginal student liaison officer, may not comply with the service requirement included in the definition of a transferred officer contained in Determination No.1/2001, titled the Transferred Officers Compensation Determination or its successor determination, but otherwise finds it necessary to move their residence as a consequence of the appointment, the officer shall be deemed a transferred officer for the purposes of Determination No.1/2001 or its successor determination.
15. An officer appointed as a home school liaison officer is eligible to apply for and accept appointment to any advertised Teaching Service position.
- Subsequent Employment -
- Home School Liaison Officers -
16. An officer appointed as a home school liaison officer shall, on completion of the period of the appointment, be eligible and required to transfer to a teaching position.
17. A person other than an officer appointed as a home school liaison officer shall, on completion of the period of their appointment, be appointed, pursuant to Section 47 of the Teaching Service Act as a permanent teacher. Provided that if the person holds a Teachers Certificate this permanent appointment shall not be probationary as provided for in Section 48 of the Teaching Service Act. Provided further that all persons appointed as home school liaison officers shall be given a permanent appointment as a teacher as provided for above in priority to all other persons on any teacher employment waiting list. Provided always that the home school liaison officer may elect to accept a temporary appointment as a teacher.
- Aboriginal Student Liaison Officers -
18. An officer appointed as an Aboriginal student liaison officer shall, on completion of the period of the appointment, be eligible and required to transfer to an appropriate teaching service position.

## SCHEDULE 11

### Special. Conditions Covering Teachers at Residential Agricultural High Schools

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

5. Initial appointment of residential teachers and reappointment of residential teachers to the school after the first or second period of residence on the school site shall be made on an annual basis at the discretion of the principal, with due regard to the needs of the school.
6. A library supervisor shall be appointed to each school for a period of up to 20 hours per week during the school term to supervise the school library at nights and on weekends.  

In selecting a library supervisor the principal shall, as he or she considers appropriate, give priority to employing trained teachers.
7. There shall be two head teachers (welfare) appointed to each school on the basis of special fitness.
8. The duties of the head teachers (welfare) shall include:
  - 8.1 undertaking rostered supervision duty;
  - 8.2 responsibility for the organisation and implementation of all aspects of residential supervision within the school;
  - 8.3 implementation of student supervision rosters;
  - 8.4 supervision of teachers on roster duty;
  - 8.5 responsibility for school welfare programs.
9. At each school, one teacher in charge of residential supervision shall be appointed by the principal (consistent with subclause 2.60 of clause 2, Dictionary of the award) to receive the Teacher in Charge of Residential Supervision Allowance as provided for in paragraph 5.5.3 of clause 5, Allowances, and Schedule 7.
10. Educational programs shall be provided for all students at the school, up to and including the last school day of all four school terms.
11. All teachers, including head teachers, but excluding the principal and deputy principal appointed to the school, shall be required to perform, on a roster basis, out of normal teaching hours supervision of students as follows:
  - 11.1 Teachers on a full rostered program shall be required to undertake one rostered duty in every ten days during the designated school year.
  - 11.2 Where the school has more non-resident staff than required to fill the duty roster, staff may be rotated onto the duty roster over a twelve month period to ensure rostered duty is shared by the entire staff and shall be paid the rostered supervision allowance on a pro rata basis.
  - 11.3 There should be, as far as possible, a gender balance related to the needs of the school within the staff roster. Where this is not possible the principal, in consultation with the staff, shall determine the most appropriate staffing roster.
  - 11.4 The size and composition of rostered duty teams shall be decided by the principal following consultation with staff at the school. To facilitate a one in ten days roster of a five person duty team, casual teachers or other staff may be employed by the principal where insufficient full time teachers are available, to make up the necessary duty teams.
  - 11.5 Teachers on rostered supervision duty shall be provided with free meals at the school for the duration of their rostered duty.
  - 11.6 Staff on rostered duty shall be entitled to a half hour break during their duty on week days and a one hour break during their duty on weekend days. Such breaks shall be arranged by those rostered on duty to ensure that each person receives a break unless extraordinary circumstances

or the exigencies of the school on a particular day makes this impractical. There shall be no requirement to engage casual labour as a result of staff taking such breaks.

12. A rostered supervision allowance as provided for in paragraph 5.5.1 of clause 5, Allowances, and Schedule 2 shall be paid on the basis that:
  - 12.1 Teachers at the school are required to undertake rostered duties on the basis of one duty every ten days during the school year.
  - 12.2 Rostered supervision duty for all teachers on the duty team (whether resident or non-resident) involves an on call period following the conclusion of active duty. This on call period shall operate from approximately 11.00pm to 7.00am. The on call duty may require, where accommodation is available, that any member of a duty team stay overnight on the school site.
  - 12.3 During the on call period there shall be a minimum of two teachers (excluding the principal and deputy principal but including at least one member of the rostered duty team) in residence at the school on each night during the school year to respond to emergencies and any supervisory requirements as necessary. This would normally include one residential member of the rostered duty team and one other member of the residential staff. If a member of the residential staff is not available, then a non-residential member of staff shall remain on-site. All other members of the duty team rostered on any day shall, however, remain on call.
  - 12.4 Teachers who are absent on leave for one term or more shall lose a pro rata proportion of the rostered supervision allowance. Similarly, a teacher who commences duty at the school other than in the first week of Term one shall be paid the rostered supervision allowance on a pro rata basis on the amount of supervision actually performed in that school year.
  - 12.5 Should a teacher be sick on any day on which a rostered duty falls, then for the first two such days in any year the teacher shall be entitled to be paid.
13. An additional allowance based on the average rate for a rostered duty shall be paid to three volunteer teachers at the school to supervise students returning following the Christmas, Terms one, two and three vacations and compulsory leave weekends. This duty shall commence from 3.00pm on the day preceding the commencement of school until 7.00am the next day.
14. The head teacher (welfare) shall be paid in addition to the rostered supervision allowance a residential supervision allowance as provided for in paragraph 5.5.2 of clause 5, Allowances, and Schedule 7.
15. Teacher trained library supervisors shall be remunerated at an hourly casual teacher rate. The hourly casual teacher rate shall be calculated on the basis of the daily casual teacher in schools rate divided by six. This rate is loaded to be inclusive of sick leave, family and community service leave, special leave and leave loading.
16. The Department shall investigate providing
  - 16.1 Further accommodation for teaching staff at the schools. In the event of the head teacher (welfare) being single, accommodation to the level provided to other single resident teachers shall be provided.
  - 16.2 Subject to the availability of funds, additional married accommodation at the schools.
17. Teachers in residential accommodation on-site in the school shall be provided with free board and lodging, including laundry and utilities.
18. All teachers in other accommodation (including executive staff) shall be required to clean their accommodation and undertake their own laundry and pay appropriate rental where payment of rental presently applies.

## SCHEDULE 12

### Saturday School of Community Languages

#### 1. Arrangement

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

Table 1 - Remuneration, Monetary Rates

#### 2. Definitions

- 2.1 "Appointed Saturday School Community Language Teacher" means an employee who has been appointed to an ongoing position at Saturday School of Community Languages.
- 2.2 "Assistant Supervisor" means an employee who assists the Supervisor and who acts in his/her capacity during the absence of the Supervisor.
- 2.3 "Centre" means a location at which language teaching and learning is conducted by the Saturday School of Community Languages.
- 2.4 "Conditionally Approved Saturday School Community Language Teacher" means an employee who is responsible as part of a team for the educational instruction of students in a Centre of the Saturday School of Community Languages whose approval to teach is conditional upon completion of the

- Saturday School Language Intensive Methodology Course or equivalent educational requirements as determined by the Secretary.
- 2.5 "Casual Saturday School Community Language Teacher" means an employee who is not appointed to an ongoing position at the Saturday School of Community Languages.
- 2.6 "Curriculum Co-ordinator" means an employee who assists the Centre Supervisor and the Principal, Saturday School of Community Languages in curriculum implementation; development of curriculum resources and provision of advice on language teaching methodology.
- 2.7 "Department" means the Department of Education.
- 2.8 "Director of Curriculum Support" means the officer appointed by the Secretary to be responsible for the operation of the Curriculum Directorate of the Department.
- 2.9 "Secretary" means the Secretary of Education.
- 2.10 "Employee" means an Appointed Saturday School Community Language Teacher, a Casual Saturday School Community Language Teacher, Conditionally Approved Saturday School Community Language Teacher, Curriculum Co-ordinator, Assistant Supervisor or Supervisor engaged at the Saturday School of Community Languages pursuant to s.47 of the Constitution Act 1902 (NSW).
- 2.11 "Federation" means the Australian Education Union NSW Teachers Federation Branch.
- 2.12 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the Industrial Relations Act 1996.
- 2.13 "Minister" means the Minister for Education.
- 2.14 "Parties" means the Department and the Federation.
- 2.15 "Principal, Saturday School of Community Languages" means the officer appointed by the Secretary to be responsible for the operation of the Saturday School of Community Languages.
- 2.16 "Saturday School Community Language Teacher" means an employee responsible as part of a team for the educational instruction of students in a community language.
- 2.17 "Saturday School of Community Languages" means a multi-location facility established by the Department to provide an avenue for students of a particular community language background to pursue the study of that language which cannot otherwise be studied in the student's regular school.
- 2.18 "Supervisor" means an employee who co-ordinates a team of assistant supervisors, curriculum co-ordinators, teachers and clerical staff and is responsible for the educational and administrative leadership at an operating location of the Saturday School of Community Languages.

### **3. Employment Jurisdiction**

- 3.1 The employment jurisdiction conferred upon the Minister by the Constitution Act 1902 is intended by the parties to remain unaltered by anything contained in this Schedule.

#### **4. Recruitment and Appointment**

- 4.1 Employees covered by this schedule are engaged to teach in the Department's Saturday School of Community Languages.
- 4.2 Offers of appointment and continuing employment during periods of appointment shall be conditional on:
- 4.2.1 the Saturday School of Community Languages' ongoing need for the service provided; and

- 4.2.2 satisfactory performance of duties.
- 4.3 For appointed employees satisfactory performance of duties shall be appraised by annual review which may, where appropriate, and in paid time, be supported by:
- (i) conferences between the employee and principal or nominee;
  - (ii) observations of educational programs;
  - (iii) review of documentation such as lesson planning, lesson materials and student work plan, evaluations and reports.
- 4.4 In implementing the annual review the following shall be taken into account:
- (i) the level of experience of the employee (so that less experienced employees are given greater attention); and
  - (ii) the particular circumstances of the centre.
- 4.5 The annual review shall be supported by way of a new teacher assessment and review schedule which will be negotiated by the parties.
- 4.6 Appointments shall be made on merit and shall be subject to the qualification requirements as specified in subclauses 4.7, 4.8 and 4.9 of this clause.
- 4.7 Persons appointed as Saturday School Community Language Teachers, Casual Saturday School Community Language Teachers, Conditionally Approved Saturday School Community Language Teachers, Curriculum Co-ordinators, Assistant Supervisors and Supervisors and to possess appropriate qualifications or experience following consultation with the Teachers Federation.
- 4.8 Saturday School Community Language Teachers are required to possess either a teaching qualification or a language teaching methodology qualification (eg the Saturday School Language Intensive Methodology Course).
- 4.9 Conditionally Approved Saturday School Community Language Teachers are required to complete an appropriate languages methodology course as determined by the Secretary following consultation with the Teachers Federation, during their period of employment. Payment for participation in the course shall be in accordance with subclause 9.4 of clause 9, Training and Development.

### **5. Allocation to Centres and Classes**

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

### **6. Duties as Directed**

- 6.1 The Secretary, his/her delegate, nominee or representative may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classifications covered by the award and provided that such duties are not designed to promote de-skilling.

- 6.2 The Secretary may direct an employee to carry out such duties and use such tools, materials and equipment as may be required, provided that the employee has been properly trained in the use of such tools, materials and equipment.
- 6.3 Any directions issued by the Secretary pursuant to subclauses 6.1 and 6.2 of this clause shall be consistent with the Secretary's responsibility to provide a safe and healthy working environment.

## 7. Remuneration

- 7.1 Rates of pay shall be paid in accordance with Table 1, Remuneration, Monetary Rates to this schedule. The rates of pay for employees are as set out in Table 1 - Remuneration, Monetary Rates, to this schedule.
- 7.2 Subject to clause 8, Travel Expenses, the above rates of pay are fully inclusive rates which incorporate remuneration for all terms and conditions of employment.
- 7.3 Supervisors, Assistant Supervisors and Curriculum Coordinators shall be paid no less than the Saturday sessional rates as prescribed in the said Table 1 for administrative, supervisory and curriculum coordination work undertaken at a Centre. Saturday sessional rates include payment for incidental work such as securing premises and resources, peak time administrative duties, irregular consultations with students, parents and staff, and the parent/teacher meetings and presentation days as set down in the Saturday School calendar.
- 7.4 Sessional work on a Saturday for Supervisors, Assistant Supervisors and Curriculum Co-ordinators shall be of four hours duration, unless otherwise determined by the Principal, Saturday School of Community Languages in consultation with the employee and with due notice and shall be remunerated at the sessional rates prescribed in Table 1, Monetary Rates.
- 7.5 Where a Supervisor, Assistant Supervisor or Curriculum Coordinator is required by the Principal, Saturday School of Community Languages to work at a Centre, hours additional to the four sessional hours specified in subclause 7.4 of this clause, including regular additional hours to meet the ongoing needs of particular Centres, remuneration for these hours shall be paid at the hourly rates prescribed in Table 1 for each additional hour that they are required to work. Periods of less than one hour shall be remunerated in intervals of 30 minutes or part thereof.
- 7.6 Saturday School Community Language Teachers and Conditionally Approved Saturday School Community Language Teachers shall be paid the hourly rates of pay prescribed in Table 1. The approved paid hours for these classifications of teachers shall be as follows:
- 7.6.1 Year 7 - 10 classes - 2.75 hours per week
- 7.6.2 Years 11 - 12 Continuers and Background Speakers course classes - 3.75 hours per week
- 7.6.3 Year 12 Extension course classes - an additional one hour per week.
- 7.7 For an Appointed Saturday School Community Language Teacher, Casual Saturday School Community Language Teacher or Conditionally Approved Saturday School Community Language Teacher to be entitled to payment for hours in addition to those prescribed in subclause 7.6 of this clause, prior approval to work the additional hours must be obtained from the Principal, Saturday School of Community Languages. Additional hours shall be remunerated at the hourly rates prescribed in Table 1. Periods of less than one hour shall be remunerated in intervals of 30 minutes or part thereof.
- 7.8 An Appointed Saturday School Community Language Teacher, Casual Saturday School Community Language Teacher and Conditionally Approved Saturday School Community Language Teachers approved paid hours as prescribed in subclause 7.6 include 0.5 hours preparation time and 0.25 hours playground duty.
- 7.9 During the 0.5 hours preparation time Appointed Saturday School Community Language Teachers, Casual Saturday School Community Language Teachers and Conditionally Approved Saturday School

Community Language Teachers may be required to be present at their Centres, if considered necessary by the Supervisor, for consultation with staff, students and/or parents.

#### 7.10 Salary packaging

7.10.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed for the employee's classification by Table 1 and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.

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

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

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

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

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

7.10.4.2 any administrative fees.

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

7.10.5.1 Superannuation Guarantee Contributions;

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

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

### **8. Travel Expenses**

8.1 Where an employee is required and authorised to travel in the performance of their duties, reimbursement for travel expenses shall be paid in accordance with the provisions applying to other Departmental teachers.

8.2 Employees are not regarded as teachers timetabled to teach in more than one school when determining reimbursement for travel expenses.

### **9. Training and Development**

9.1 The Department confirms its commitment to training and development for employees and shall provide appropriate training and development opportunities to meet this commitment within the context of the needs and priorities of the Saturday School of Community Languages. The Department has an expectation that employees shall attend appropriate staff development and curriculum co-ordination

activities. The appropriateness of the activities shall be determined by the Principal, Saturday School of Community Languages in consultation with Supervisors.

- 9.2 Employees recognise the importance of maintaining and updating their skills for the benefit of the students of the Saturday School of Community Languages.
- 9.3 Approved attendance at training and development courses and staff development and curriculum co-ordination activities shall be remunerated as additional hours in accordance with subclauses 7.5 or 7.7 of clause 7, Remuneration.
- 9.4 Conditionally Approved Saturday School Community Language Teachers shall have the opportunity to undertake an appropriate language methodology course as determined by the Secretary following consultation with the Federation. Any time spent on workshop components of such a course up to a maximum of fifty-five hours shall be paid. Time spent on any workshop components of an appropriate language methodology course as determined by the Secretary shall be paid at the hourly rate prescribed for Conditionally Approved Saturday School Community Language Teachers as set out in Table 1 - Monetary Rates. Such payment shall be made for each workshop attended. Payment shall be made at the conclusion of the course.

### **10. Recognition of Service**

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

### **11. Anti-Discrimination**

- 11.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the Industrial Relations Act 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.
- 11.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It shall be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 11.3 Under the Anti-Discrimination Act 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.
- 11.4 Nothing in this clause is to be taken to affect:
- 11.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 11.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 11.4.3 any act of practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1997;
- 11.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

- 11.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

## 12. Parental Leave and Other Entitlements

- 12.1 Employees will be entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54 Entitlement to Unpaid Parental leave, Industrial Relations Act 1996, if they meet the definition of a regular casual employee (see section 53(2) of the Industrial Relations Act 1996). The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).

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

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

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

### 12.2 Personal Carers Entitlements

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

- 12.2.2 The Secretary and the employee 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 employee is not entitled to any payment for the period of non-attendance.

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

- 12.2.4 The employee shall, if required,

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

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

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

### 12.3 Bereavement entitlements

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

12.3.2 The Secretary and the employee 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 employee is not entitled to any payment for the period of non-attendance.

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

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

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

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

12.4.2 the person concerned being:

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

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

"affinity" means a relationship that one spouse or partner has to the relatives of the other; and

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

### **13. Dispute Resolution Procedures**

13.1 Subject to the provisions of the Industrial Relations Act 1996, should any dispute, question or difficulty about an industrial matter arise then the following procedures shall apply:

13.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the employee and/or the Federation's workplace representative shall raise the matter with the appropriate Principal or Supervisor as soon as practicable.

13.1.2 The Principal or Supervisor shall discuss the matter with the employee and/or the Federation's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

- 13.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and/or the Federation may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.
- 13.2 Where the above procedures in subparagraph 13.1 do not lead to a resolution of the dispute, the matter shall be referred to the Deputy Secretary Corporate Services of the Department and the Branch Secretary of the Federation. They or their nominees shall discuss the dispute with a view to resolving the matter or negotiating an agreed method and time frame for proceeding.
- 13.3 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

#### **14. Goods and Services Tax**

- 14.1 The parties shall monitor the overall impact of the Commonwealth Government's goods and services tax through the term of the award. In the event that the Industrial Relations Commission makes a State decision (as defined by section 49 of the Industrial Relations Act 1996) having regard to the impact on wages of the goods and services tax, the Federation reserves the right to make application to the Industrial Relations Commission in relation to that decision.

#### **15. Deduction of Union Membership Fees**

- 15.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 15.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 15.3 Subject 16.1 and 16.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 15.4 Monies so deducted from employees' pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 15.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 15.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

#### **16. Secure Employment**

- 16.1 A Casual Saturday School Community Language Teacher engaged on a regular and systematic basis during two consecutive terms (equivalent to 20 Saturdays) in a calendar year shall thereafter have the right to elect to have his or her ongoing contract of employment converted to Appointed Saturday School Community Language Teacher status if the position is to continue beyond the conversion process prescribed by this clause. Casual engagements which do not give a teacher the right to elect because that would contravene paragraph 16.4 will be identified on engagement.
- 16.2 The Department shall give the Casual Saturday School Community Language Teacher notice in writing of the provisions of this clause within four weeks of the Casual Saturday School Community Language Teacher having attained such period of two consecutive school terms. However, the Casual Saturday School Community Language Teacher retains his or her right of election under this clause if the Department fails to comply with this notice requirement.

- 16.3 Any Casual Saturday School Community Language Teacher who has a right to elect under subclause 16.1, upon receiving notice under subclause 16.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Department that he or she seeks to elect to be converted to Appointed Saturday School Community Language Teacher status and within four weeks of receiving such notice from the Casual Saturday School Community Language Teacher, the Department shall consent to or refuse the election, but shall not unreasonably so refuse.
- 16.4 When deciding whether to consent or refuse an election made in accordance with paragraph 16.3, the Department will not consent to conversion if conversion would result in the Casual Saturday School Community Language Teacher being appointed to a position which is already occupied by an Appointed Saturday School Community Language Teacher who is on leave or otherwise absent.
- 16.5 Where the Department refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the Casual Saturday School Community Language Teacher 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.
- 16.6 Any Casual Saturday School Community Language Teacher who does not, within four weeks of receiving written notice from the Department, elect to convert his or her ongoing contract of employment will be deemed to have elected against any such appointment.
- 16.7 If there is any dispute about the arrangements to apply to a Casual Saturday School Community Language Teacher electing to be appointed, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 16.8 A Casual Saturday School Community Language Teacher must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause.
- 16.9 This clause will take effect for appointments commencing in 2007.

### **17. Work, Health and Safety**

- 17.1 For the purposes of this clause, the following definitions shall apply:
- 17.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer
- 17.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- 17.2 If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business):
- 17.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 17.2.2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely.

17.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

17.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

17.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

**SCHEDULE 12**

**Table 1 - Remuneration, Monetary Rates**

Saturday School of Community Languages

Classification	Saturday sessional rate from the first pay period to commence on or after 1.1.2017 \$	Saturday sessional rate from the first pay period to commence on or after 1.1.2018 \$	Saturday sessional rate from the first pay period to commence on or after 1.1.2019 \$
Increase	2.5%	2.5%	2.5%
Supervisor	747.32	766.00	785.15
Assistant Supervisor	592.16	606.96	622.13
Curriculum Coordinator	592.16	606.96	622.13

Classification	Hourly rate from the first pay period to commence on or after 1.1.2017 \$	Hourly rate from the first pay period to commence on or after 1.1.2018 \$	Hourly rate from the first pay period to commence on or after 1.1.2019 \$
Increase	2.5%	2.5%	2.5%
Supervisor	124.56	127.67	130.86
Assistant Supervisor	98.70	101.17	103.70
Curriculum Coordinator	98.70	101.17	103.70
Teacher	81.10	83.13	85.21
Conditionally Approved Teacher	75.42	77.31	79.24

**SCHEDULE 13****Australian Professional Standards for Teachers**

Standard 1 - know students and how they learn

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Physical, social and intellectual development and characteristics of students	1.1.1 Demonstrate knowledge and understanding of physical, social and intellectual development and characteristics of students and how these may affect learning.	1.1.2 Use teaching strategies based on knowledge of students' physical, social and intellectual development and characteristics to improve student learning.	1.1.3 Select from a flexible and effective repertoire of teaching strategies to suit physical, social and intellectual development and characteristics of students.	1.1.4 Lead colleagues to select and develop teaching strategies to improve student learning using knowledge of the physical, social and intellectual development and Characteristics of students.
Understand how students learn	1.2.1 Demonstrate knowledge and understanding of research into how students learn and the implications for teaching.	1.2.2 Structure teaching programs using research and collegial advice about how students learn.	1.2.3 Expand understanding of how students learn using research and workplace knowledge.	1.2.4 Lead processes to evaluate the effectiveness of teaching programs using research and workplace knowledge about how students learn.
Students with diverse linguistic, cultural, religious and socio economic backgrounds	1.3.1 Demonstrate knowledge of teaching strategies that are responsive to the learning strengths and needs of students from diverse linguistic, cultural, religious and socio economic backgrounds.	1.3.2 Design and implement teaching strategies that are responsive to the learning strengths and needs of students from diverse linguistic, cultural, religious and socio economic backgrounds.	1.3.3 Support colleagues to develop effective teaching strategies that address the learning strengths and needs of students from diverse linguistic, cultural, religious and socio economic backgrounds.	1.3.4 Evaluate and revise school learning and teaching programs, using expert and community knowledge and experience, to meet the needs of students with diverse linguistic, cultural, religious and socio economic backgrounds.

Strategies for teaching Aboriginal and Torres Strait Islander students	1.4.1 Demonstrate broad knowledge and understanding of the impact of culture, cultural identity and linguistic background on the education of students from Aboriginal and Islander backgrounds.	1.4.2 Design and implement effective teaching strategies that are responsive to the local community and cultural setting, linguistic background and histories of Torres Strait Islander students.	1.4.3 Provide advice and support colleagues in the implementation of effective teaching strategies for Aboriginal and Torres Strait Islander students using knowledge of community representatives.	1.4.4 Develop teaching programs that support equitable and ongoing participation of Aboriginal and Torres Strait Islander students by engaging in collaborative relationships representatives and parents/carers.
Differentiate teaching to meet the specific learning needs of students across the full range of abilities	1.5.1 Demonstrate knowledge and understanding of strategies for differentiating teaching to meet the specific learning needs of students across the full range of abilities.	1.5.2 Develop teaching activities that incorporate differentiated strategies to meet the specific learning needs of students across the full range of abilities.	1.5.3 Evaluate learning and teaching programs, using student assessment data, that are differentiated for the specific learning needs of students across the full range of abilities.	1.5.4 Lead colleagues to evaluate the effectiveness of learning and teaching programs differentiated for the specific learning needs of students across the full range of abilities.
Strategies to support full participation of students with disability	1.6.1 Demonstrate broad knowledge and understanding of legislative requirements and teaching strategies that support the participation and learning of students with disability.	1.6.2 Design and implement teaching activities that support the participation and learning of students with disability and address relevant policy and legislative requirements.	1.6.3 Work with colleagues to access specialist knowledge, and relevant policy and legislation, to develop teaching programs that support the participation and learning of students with disability.	1.6.4 Initiate and lead the review of school policies to support the engagement and full participation of students with disability and ensure compliance with legislative and/or system policies.

Standard 2 - know the content and how to teach it

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Content and teaching strategies of the teaching area	2.1.1 Demonstrate knowledge and understanding of the concepts, substance and structure of the content and teaching strategies of the teaching area	2.1.2 Apply knowledge of the content and teaching strategies of the teaching area to develop engaging teaching activities.	2.1.3 Support colleagues using current and comprehensive knowledge of content and teaching strategies to develop and implement engaging learning and teaching programs.	2.1.4 Lead initiatives within the school to evaluate and improve knowledge of content and teaching strategies and demonstrate exemplary teaching of subjects using effective, research-based learning and teaching programs.
Content selection and organisation	2.2.1 Organise content into an effective learning and teaching sequence.	2.2.2 Organise content into coherent, well-sequenced learning and teaching programs.	2.2.3 Exhibit innovative practice in the selection and organisation of content and delivery of learning and teaching programs.	2.2.4 Lead initiatives that utilise comprehensive content knowledge to improve the selection and sequencing of content into coherently organised learning and teaching programs.
Curriculum, assessment and reporting	2.3.1 Use curriculum, assessment and reporting knowledge to design learning sequences and lesson plans.	2.3.2 Design and implement learning and teaching programs using knowledge of curriculum, assessment and reporting requirements.	2.3.3 Support colleagues to plan and implement learning and teaching programs using contemporary knowledge and understanding of curriculum, assessment and reporting requirements.	2.3.4 Lead colleagues to develop learning and teaching programs using comprehensive knowledge of curriculum, assessment and reporting requirements.
Understand and respect Aboriginal and Torres Strait Islander people to Promote reconciliation Between Indigenous and non-Indigenous Australians	2.4.1 Demonstrate broad knowledge of, understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages.	2.4.2 Provide opportunities for students to develop understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages.	2.4.3 Support colleagues with providing opportunities for students to develop understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages.	2.4.4 Lead initiatives to assist colleagues with opportunities for students to develop understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages.

Literacy and numeracy strategies	2.5.1 Know and understand literacy and numeracy teaching strategies and their application in teaching areas.	2.5.2 Apply knowledge and understanding of effective teaching strategies to support students' literacy and numeracy achievement.	2.5.3 Support colleagues to implement effective teaching strategies to improve students' literacy and numeracy achievement.	2.5.4 Monitor and evaluate the implementation of teaching strategies within the school to improve students' achievement in literacy and numeracy using research-based knowledge and student data.
Information and Communication Technology (ICT)	2.6.1 Implement teaching strategies for using ICT to expand curriculum learning opportunities for students.	2.6.2 Use effective teaching strategies to integrate ICT into learning and teaching programs to make selected content relevant and meaningful.	2.6.3 Model high-level teaching knowledge and skills and work with colleagues to use current ICT to improve their teaching practice and make content relevant and meaningful.	2.6.4 Lead and support colleagues within the school to select and use ICT with effective teaching strategies to expand learning opportunities and content knowledge for all students.

Standard 3 - plan for and implement effective teaching and learning

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Establish Challenging learning goals	3.1.1 Set learning goals that provide achievable challenges for students of varying abilities and characteristics.	3.1.2 Set explicit, challenging and achievable learning goals for all students.	3.1.3 Develop a culture of high expectations for all students by modelling and setting challenging learning goals.	3.1.4 Demonstrate exemplary practice and high expectations and lead colleagues to encourage students to pursue challenging goals in all aspects of their education.
Plan, structure and sequence learning programs	3.2.1 Plan lesson sequences using knowledge of student learning, content and effective teaching strategies.	3.2.2 Plan and implement well structured learning and teaching programs or lesson sequences that engage students and promote learning.	3.2.3 Work with colleagues to plan, evaluate and modify learning and teaching programs to create productive learning environments that engage all students.	3.2.4 Exhibit exemplary practice and lead colleagues to plan, implement and review the effectiveness of their learning and teaching programs to develop students' knowledge, understanding and skills.

Use teaching strategies	3.3.1 Include a range of teaching strategies in teaching.	3.3.2 Select and use relevant teaching strategies to Develop knowledge, skills, problem solving and critical creative thinking.	3.3.3 Support colleagues to select and apply effective teaching strategies to develop knowledge, skills, problem solving and critical and creative thinking.	3.3.4 Work with colleagues to review, modify and expand their repertoire of teaching strategies  to enable students to use knowledge, skills, problem solving and critical and creative thinking.
Select and use resources	3.4.1 Demonstrate  knowledge of a range of resources, including ICT, that engage students in their learning.	3.4.2 Select and/or  create and use a range of resources, including ICT, to engage students in their learning.	3.4.3 Assist colleagues to create, select and use a wide range of resources, including ICT, to engage students in their learning.	3.4.4 Model exemplary  skills and lead colleagues in selecting, creating and evaluating resources, including ICT, for application by teachers within or beyond the school.
Use effective classroom communication	3.5.1 Demonstrate a  Range of verbal and non-verbal communication strategies to support student engagement.	3.5.2 Use effective  verbal and non-verbal communication strategies to support student understanding, participation engagement and achievement.	3.5.3 Assist colleagues to select a wide range of verbal and non-verbal communication strategies to support students' understanding, engagement and achievement.	3.5.4 Demonstrate  and lead by example inclusive verbal and non-verbal communication using collaborative strategies and contextual knowledge to support students' understanding, engagement and achievement.
Evaluate and improve teaching programs	3.6.1 Demonstrate broad knowledge of  strategies that can be used to evaluate teaching programs to improve student learning.	3.6.2 Evaluate personal teaching and  learning programs using evidence, including feedback from students and student assessment data to inform planning.	3.6.3 Work with colleagues to review  current teaching and learning programs using student feedback, student assessment data, knowledge of curriculum and workplace practices.	3.6.4 Conduct regular reviews of teaching and learning programs using multiple sources of evidence including: student assessment data, curriculum documents, teaching practices and feedback from parents/carers, students and colleagues.

Engage parents/ carers in the educative process	3.7.1 Describe a broad range of strategies for involving parents/carers in the educative process	3.7.2 Plan for appropriate and contextually relevant opportunities for parents/carers to be involved in their children’s learning.	3.7.3 Work with colleagues to provide appropriate and contextually relevant opportunities for parents/carers to be involved in their children’s learning.	3.7.4 Initiate contextually relevant processes to establish programs that involve parents/carers in the education of their children and broader school priorities and activities.
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Standard 4 -create and maintain supportive and safe learning environments

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Support student participation	4.1.1 Identify strategies to support  inclusive student participation and  engagement in classroom activities.	4.1.2 Establish and implement inclusive and positive  interactions to engage and support all students in classroom activities.	4.1.3 Model effective practice and support  colleagues to implement inclusive strategies that engage and support all students.	4.1.4 Demonstrate and lead by example  the development of productive and  inclusive learning environments across the school by reviewing inclusive strategies and exploring new approaches to engage and support all students.
Manage classroom activities	4.2.1 Demonstrate the capacity to organise classroom activities and provide clear directions.	4.2.2 Establish and maintain orderly and workable routines to create an environment where student time is spent on learning tasks.	4.2.3 Model and share with colleagues a flexible repertoire of strategies for classroom management to ensure all students are engaged in purposeful activities.	4.2.4 Initiate strategies and lead colleagues to implement effective classroom management and promote student responsibility for learning.
Manage challenging behaviour	4.3.1 Demonstrate knowledge of practical approaches to manage challenging behaviour.	4.3.2 Manage challenging behaviour by establishing and negotiating clear expectations with students and address discipline issues promptly, fairly and respectfully.	4.3.3 Develop and share with colleagues a flexible repertoire of behaviour management strategies using expert knowledge and workplace experience.	4.3.4 Lead and implement behaviour management initiatives to assist colleagues to broaden their range of strategies.

Maintain student safety	4.4.1 Describe strategies that support students' wellbeing and safety working within school and/or system, curriculum and legislative requirements.	4.4.2 Ensure students' wellbeing and safety within school by implementing school and/or system, curriculum and legislative requirements.	4.4.3 Initiate and take responsibility for implementing current school and/or system, curriculum and legislative requirements to ensure student well-being and safety.	4.4.4 Evaluate the effectiveness of student well-being policies and safe working practices using current school and/or system, curriculum and legislative requirements and assist colleagues to update their practices.
Use ICT safely, responsibly and ethically	4.5.1 Demonstrate an understanding of the relevant issues and the strategies available to support the safe, responsible and ethical use of ICT in learning and teaching.	4.5.2 Incorporate strategies to promote the safe, responsible and ethical use of ICT in learning and teaching.	4.5.3 Model, and support colleagues to develop, strategies to promote the safe, responsible and ethical use of ICT in learning and teaching.	4.5.4 Review or implement new policies and strategies to ensure the safe, responsible and ethical use of ICT in learning and teaching.

Standard 5 -assess, provide feedback and report on student learning

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

Make consistent and comparable judgements	5.3.1 Demonstrate understanding of assessment moderation and its application to support consistent and comparable judgements of student learning.	5.3.2 Understand and participate in assessment moderation activities to support consistent and comparable judgements of student learning.	5.3.3 Organise assessment moderation activities that support consistent and comparable judgements of student learning.	5.3.4 Lead and evaluate moderation activities that ensure consistent and comparable judgements of student learning to meet curriculum and school or system requirements.
Interpret student data	5.4.1 Demonstrate the capacity to interpret student assessment data to evaluate student learning and modify teaching practice.	5.4.2 Use student assessment data to analyse and evaluate student understanding of subject/ content, identifying interventions and modifying teaching practice.	5.4.3 Work with colleagues to use data from internal and external student assessments for evaluating learning and teaching, identifying interventions and modifying teaching practice.	5.4.4 Co-ordinate student performance and program evaluation using internal and external student assessment data to improve teaching practice.
Report on student achievement	5.5.1 Demonstrate understanding of a range of strategies for reporting to students and parents/carers and the purpose of keeping accurate and reliable records of student achievement.	5.5.2 Report clearly, accurately and respectfully to students and parents/ carers about student achievement making use of accurate and reliable records.	5.5.3 Work with colleagues to construct accurate, informative and timely reports to students and parents/carers about student learning and achievement.	5.5.4 Evaluate and revise reporting and accountability mechanisms in the school to meet the needs of students, parents/carers and colleagues.

## Standard 6 - engage in professional learning

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

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

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

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

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

I. TABBAA, Acting Chief Commissioner.

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(1925)

**SERIAL C8680**

## LOCAL GOVERNMENT, AGED, DISABILITY AND HOME CARE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union NSW, Industrial Organisation of Employees..

(Case No. 2016/384855)

Before Acting Chief Commissioner Tabbaa

13 January 2017

### VARIATION

1. Delete Table 2 - Allowances of Part B of the award published 19 February 2016 (379 I.G. 254) and insert in lieu thereof the following:

**Table 2 - Allowances**

ItemNo.	ClauseNo.	Brief Description		Rate From 28.9.2016 \$
1	6(xi)(c)	Broken Shift	per shift	9.97
2	8(iii)(a)	Overtime - Breakfast *	per meal	13.01
3	8(iii)(b)	Overtime - Luncheon *	per meal	16.81
4	8(iii)(c)	Overtime - Evening Meal *	per meal	24.53
5	9(iii)(b)	Overtime - recall use of own vehicle *	per klm	0.36
6	9(iii)(c)	On Call Allowance	per day(24hrs)	16.24
7	13(i)	Climatic & Isolation Allowance	Per/week	6.46
8	13(ii)	Climatic & Isolation Allowance	per week	12.22
9	15(i)(a)	Cleaning/Scraping Work - Confined Space	per hour	0.61
10	15(i)(b)	Cleaning Scraping Work - Boiler/Flue	per hour	0.97
11	15(iii)	Linen Handling - Nauseous Nature	per hour	0.31
12	15(v)	Use of own vehicle	per week	0.70
13	15(ix)	Laundry & Dry Cleaning certificate Allowance	per week	10.75
14	26(ii)	Leading Hand Allowance - in charge 2-5 employees	per week	26.44
15	26(ii)	Leading Hand Allowance - in charge 6-10 employees	per week	37.82
16	26(ii)	Leading Hand Allowance - in charge 11-15 employees	per week	47.76
17	26(ii)	Leading Hand Allowance - in charge 16-19 employees	per week	58.33
18	28(i)(c)	Uniform Allowance *	per week	6.67
19	28(i)(d)	Special Type Shoes Allowance *	per week	2.06
20	28(i)(e)	Cardigan or Jumper Allowance *	per week	1.99
21	28(i)(f)	laundry Allowance - Uniform *	per week	5.51
22	29(ii)(d)	Sleepover Allowance	per shift	47.21
23	39(vi)	Apprentice - TAFE Examination Allowance	per week	2.20

Note: Allowances marked \* increased by 1% CPI

2. This variation shall take effect from the beginning of the first pay period commencing on or after 22 November 2016.

I. TABBAA, Commissioner.

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(550)

**SERIAL C8674****MOTELS, ACCOMMODATION AND RESORTS, &C. (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW. Industrial Organisation of Employees.

(Case No. 2016/372118)

Before Acting Chief Commissioner Tabbaa

16 December 2017

**VARIATION**

1. Delete in subclause 12.2 Minimum Rates of Pay of clause 12 Classifications and Wage Rates of the award published 27 November 2015 (378 I.G. 119) and insert in lieu thereof the following:

## 12.2 Minimum Rates of Pay

Level & Classification	Beginning of FFP to commence on or after 16/12/15 (2.38%) \$	Beginning of FFP to commence on or after 16/12/16 (2.5%) \$
Introductory Level	659.00	675.50
LEVEL 1		
Hospitality Services Grade 1	680.00	697.00
LEVEL 2		
Hospitality Services Grade 2	711.40	729.20
Leisure Attendant Grade 1	711.40	729.20
Hospitality Administration and Front Office Grade 1	711.40	729.20
LEVEL 3		
Hospitality Services Grade 3	734.60	753.00
Hospitality Administration and Front Office Grade 2	734.60	753.00
Leisure Attendant Grade 2	734.60	753.00
LEVEL 4		
Hospitality Services Grade 4	776.80	796.20
Hospitality Administration and Front Office Grade 3	776.80	796.20
Leisure Attendant Grade 3	776.80	796.20
LEVEL 5		
Hospitality Services Grade 5	829.20	850.00
Hospitality Administration and Front Office Supervisor	829.20	850.00
LEVEL 6		
Hospitality Services Grade 6	853.00	874.30

2. Delete paragraph 16.2.1 of subclause 16.2 of clause 16 Allowances and insert in lieu thereof the following:

16.2.1 A full time or regular part-time employee who has a broken work day shall receive an additional allowance for a spread of hours prescribed as follows:

Spread of hours	Rate per day (2.5%) \$ SWC 2016
Under 10	Nil
10 but under 10-1/2	1.53

10-1/2 but under 11-1/2	3.01
11-1/2 or more	4.54

3. This variation shall take effect from the first pay period to commence on or after 16 December 2016.

I. TABBAA, Commissioner.

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(008)

**SERIAL C8682**

## **OPERATIONAL AMBULANCE OFFICERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Ministry of Health.

(Case No. 92865 of 2017)

Before Acting Chief Commissioner Tabbaa

30 March 2017

### **VARIATION**

1. Delete paragraph (ii) of subclause (b) of clause 20, Hours of Duty of the award published 29 July 2016 (380 I.G. 520), and insert in lieu thereof the following:
  - (ii) Where work is performed in Control Centres, or on a modified hours roster in Ambulance Stations by Operational Staff, the maximum length of a shift shall not exceed 12 hours and 15 minutes. For all other staff, the maximum length of a shift shall not exceed 12 hours. The average of 38 hours per week to be calculated over the modified hour roster cycle.
2. Delete subclause (c) of clause 20 Hours of Duty, of the award published 29 July 2016 (380 I.G. 520), and insert in lieu thereof the following:
  - (c) Officers working a modified roster of 12 hours or 12 hours and 15 minute shifts, will be entitled to two paid 30 minute crib breaks to be taken between the fourth and seventh hour and the eighth and eleventh hour unless otherwise agreed between the parties. Officers working shifts of less than 12 hours duration shall have on paid 30 minute break to be taken between the fourth and seventh hour unless otherwise agreed between the parties.
3. This variation shall take effect on and from 30 March 2017.

I. TABBAA, Commissioner

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(577)

**SERIAL C8677****RESTAURANTS, &C., EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees.

(Case No. 2016/372003)

Before Acting Chief Commissioner Tabbaa

16 December 2017

**VARIATION**

1. Delete Part B, Monetary Rates of the award published 15 January 2016 (378 I.G. 1620) and insert in lieu thereof the following:

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

Classification	SWC 2015	SWC 2016
	2.5% \$	2.5% \$
Grade 1	667.80	684.50
Grade 2	689.00	706.20
Grade 3	721.40	739.40
Grade 4	744.80	763.40
Grade 5	788.10	807.80
Grade 6	838.90	859.90
Grade 7	865.80	887.40

The rates of pay in this award include the adjustments payable under the State Wage Case 2016. 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.

**Table 2 - Other Rates And Allowances**

Item No.	ClauseNo.	Brief Description	SWC 2015 2.5%	SWC 2016 2.5%
1	7.1	Meal Allowance	13.80	14.1
2	14.2	Apprentice's Tool Allowance	0.86	0.88
3	23.1	Laundry Allowance: - special clothing requiring ironing  - special clothing not requiring ironing	4.00 per day to a maximum of 12.10  2.25per day to a maximum of 7.00	4.10 per day to a maximum of 12.40  2.30 per day to a maximum of 7.20

The rates at Table 1 and Table 2 shall take effect from the first full pay period to commence on or after 16 December 2016.

2. This variation shall take effect from the first pay period to commence on or after 16 December 2016.

I. TABBAA, Commissioner.

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(218)

**SERIAL C8675****SECURITY INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, industrial organisation of employees.

(Case No. 2016/372177)

Before Acting Chief Commissioner Tabbaa

16 December 2017

**VARIATION**

1. Delete Part B, Monetary Rates of the award published 27 November 2015 (378 I.G. 168) and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Rates of Pay Per 38-Hour Week**

Classification	New rate per week \$ SWC 2015	New rate per week \$ SWC 2016
Grade 1	758.40	777.40
Grade 2	781.50	801.00
Grade 3	795.50	815.40
Grade 4	809.90	830.10
Grade 5	837.60	858.50

**Table 2 - Other Rates and Allowances**

Item No	Clause No	Brief Description	Rate per Week from the first pay period to commence on or after 16 December 2015 \$	Rate per Shift from the first pay period to commence on or after 16 December 2015 \$	Rate per Week from the first pay period to commence on or after 16 December 2016 \$	Rate per Shift from the first pay period to commence on or after 16 December 2016 \$
	12.1	Leading Hand Allowance		Casuals only		Casuals only
1		up to 5 employees	33.50	6.80	34.30	6.95
2		6 to 10 employees	38.00	8.60	38.95	8.80
3		11 to 15 employees	49.70	9.90	50.95	10.10
4		16 to 20 employees	57.30	11.50	58.75	11.80
5		Over 20 employees	57.30	11.50	58.75	11.80
6		for each employee exceeding 20, extra	0.84	0.21	0.86	0.22
7	12.2	Relieving Officer	33.30		34.15	
	12.3	First Aid Allowance		Casuals only		Casuals only
8		Industrial	18.90	3.80	19.35	3.90
9	12.4	Gun Allowance	13.00	2.70	13.30	2.75
10	12.5	Locomotion Allowance		All employees		All employees

11		Motor Vehicle/cycle		31.00		31.80
12		Bicycle		3.30		3.40
13	12.6	Meal Allowance		9.80		10.00
14	12.7	Fares Allowance		8.50		8.70
15	12.8	Overnight Meal Allowance		80.60		82.61
			Permanent Employees Rate Per Hour	Casual Employees Rate per Hour	Permanent Employees Rate Per Hour	Casual Employees Rate per Hour
16	12.9	Aviation Allowance	1.36	1.36	1.39	1.39

2. This variation shall take effect from the first pay period to commence on or after 16 December 2016.

I. TABBAA, Commissioner.

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(601)

**SERIAL C8676****SHOP EMPLOYEES (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/372815)

Before Acting Chief Commissioner Tabbaa

16 December 2016

**VARIATION**

- 1 Delete subclause (b) of clause 38 Wages, of the award published 27 November 2015 (378 I.G. 210) and insert in lieu thereof the following:
  - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2016. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments."
2. Delete (i) of Table 1 - Wages of Part B, Monetary Rates and insert in lieu thereof the following:
  - (i)

Group No	Description	Former Rate Per Week \$	SWC 2016 2.5% \$	Total Rate Per Week \$
1	Shop assistants, demonstrators, trolley collector, salespersons outdoor, employees driving a forklift or using mechanical equipment as required, the role of Santa Claus, ticket writers, mannequins, order hands, reserve stock hands (including reserve stock hands in theatre distributing services), employees delivering goods (other than newspapers and the like) by bicycle or tricycle, employees engaged in the cooking or the preparation of provisions for sale in the shop of the employer, cashiers in special shops, persons employed on information desks and/or on customer services or as full-time messengers, employees engaged in the installation (other than installation requiring trade skill), servicing, stocking, collection of money from, and preparation of, commodities for sale in automatic vending devices, employees engaged in the pre-packing, weighing, pricing of fruit and/or vegetables on the shop premises, employees principally engaged in hiring out activities in a shop, and waitresses in confection shops employed waiting on tables for two hours or more per day	732.40	18.30	750.70

2	(a) Window Dresser Employees principally engaged in dressing windows. (b) Window dressers under 21 years of age shall be paid as per Item 8 of table 2 - Other Rates and Allowances, of Part B, Monetary Rates, in addition to the rates prescribed by subclause (c) of Clause 38 Wages.	740.10	18.50	758.6
3	Branch Supervisor Shop assistants engaged in supervising branch grocery shops	746.00	18.60	764.6
4	Shop Assistants in charge of a shop or a department in a shop not being a shop assistant temporarily in charge during the absence of persons ordinarily in charge of the shop or department, but including employees employed as relieving shop assistants in charge of a shop:			
	(i) Without the duty of buying - In charge of from nil to 4 assistants In charge of from 5 to 12 assistants In charge of from 13 to 25 assistants In charge of over 25 assistants	746.10 756.80 770.00 779.80	18.60 18.90 19.20 19.50	764.70 775.70 789.20 799.3
	(ii) With the duty of buying - In charge of from nil to 4 assistants In charge of from 5 to 12 assistants In charge of from 13 to 25 assistants In charge of over 25 assistants	747.90 759.70 775.30 784.20	18.70 19.00 19.40 19.60	766.6 778.70 794.70 803.80
5	Employees in charge of a motor and/or horse drawn vehicle selling stock carried on the vehicle products of a kind which usually are sold by confection/ take-away food shops Employees under the age of 21 years but not less than the age of 18 years shall be paid the percentages of the rate for an adult contained in (ii) of Table 1 - Clause 38 Wages.	754.30	18.90	773.20
6	Retail Merchandiser as defined by subclause (xi) of clause 2. Definitions	732.40	18.30	750.70

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

**Table 2 - Other Rates & Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	5(a)	Night interval employees	2.78 per shift
2	5(a)	Night interval employees (working one night per week)	4.43 per shift
3	6(i) (b),(c) 36(i)(d) 6(ii)(a)	Meal Allowances	14.60
4	6(ii) 16(vii)	Breakfast Allowance	8.10
5	14(a)(ii)	General Shops -  Loading for casual employees working on a Saturday: Engagements up to and including four hours - Adult employees  Employees under 21 years of age	8.20 per shift 5.30 per shift

	14(a)(iii)	Engagements exceeding four hours - Adult Employees  Employees under 21 years of age  Special and Confection Shops - Loading for casual employees working on a Saturday: Adult Employees  Employees under 21 years of age	16.80 per shift 9.10 per shift  8.20 per shift 5.30 per shift
6	14(c)(ii)	Confection Shop - Employees working after 10.00 p.m. on any night	2.40 each night
7	25(i)	Laundering Allowance (if any article requires ironing): Full-time employee Part-time and casual employee Maximum payment  Laundering Allowance (if none of the articles require ironing): Full-time employee Part-time and casual employee Maximum payment	10.80 3.80 10.80  6.40 2.30 6.40
8	38(1)(i) 2(b)	Window Dressers under the age of 21	11.10 per week
9	35(i)(a)	Section Head	16.50 per week
10	35(i)(b)	Qualified adult automotive parts and accessories salesperson	37.30 per week
11	35(i)(c)	Employee with a licence under the Liquor Act 1982	25.60 per week
12	35(ii)(a)	Employee delivering goods	5.50 per week
13	35(ii)(b)	Employee engaged in photographic or other modelling	53.90 per week 10.90 per day
14	35(ii)(c)	First-aid attendant	2.10 per day
15	35(ii)(d)	Employee engaged to speak a second language	10.70 per week
16	35(ii)(e)	Ticket writer - At or over 21 years of age  Under 21 years of age	22.00 per week 10.90 per week
17	35(iv)	Bicycle Allowance  Motorcycle Allowance	13.20 per week 39.60 per week
18	35(iv)	Motor Car Allowance: car up to and including 2000cc  car over 2000cc  allowance per kilometre travelled	137.70 per week 163.90 per week 0.41per km
19	35(iv)	Allowance for kilometre travelled: car under and including 2000cc car over 2000cc	0.62 per km 0.68 per km

	35(iv)	Part-time or Casual Retail Merchandiser local or Country, for the use of his/her vehicle.	0.747 per km
20	35(v)(a)(1)	Disability allowance for employees working in freezer room	10.30 per week
21	35(v)(b)(1)	Disability allowance for employees working in public dairy room	15.60 per week
22	35(v)(c)(1)	Disability allowance for employees backfilling in a freezer room	20.90 per week
23	36(i)(a)	Casual hourly rate of pay for persons employed at trade fairs, etc., between 9.00 a.m. and 6.00 p.m., with a minimum payment of six hours - At 19 years of age and over	18.98 per hour
		Under 19 years of age	18.61 per hour
	36(ii)(b)	Saturday Loading - Adult Employees	8.20
		Under 21 years	5.30

4. This variation shall take effect from the first full pay period to commence on or after 16 December 2016.

I. TABBAA, Commissioner.

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(105)

**SERIAL C8681****TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT  
DETERMINATION 2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/24907)

Before Commissioner Newall

15 March 2017

**DETERMINATION**

Clause No.      Subject Matter

## PART 1 - APPLICATION AND OPERATION

1.      Definitions
2.      Application
3.      Savings clause
4.      Promotion of Determination

## PART 2 - OPERATIONAL MATTERS

5.      Vehicles
6.      Loading and Delivery
7.      Fatigue Management and Heavy Vehicle Compliance
8.      Uniforms
9.      Lunch Break
10.     Annual Leave

## PART 3- RIGHTS AND RESPONSIBILITIES

11.     Contract Carrier Obligations
12.     Principal Contractors' Obligations
13.     Termination
14.     Insurance
15.     Allocation of Work and Rostering
16.     Fleet Mix Change
17.     Selling of Vehicles
18.     Supervision of Personnel

## PART 4 - RATES OF REMUNERATION

19.     Application of this Part
20.     Rates of Remuneration
21.     Alternative Remuneration Arrangements
22.     Mass Management
23.     Coverage Review
24.     Three Yearly Cost Reconciliation Review
25.     Tolls & Charges

## PART 5- MISCELLANEOUS

26.     Disputes Procedure
27.     Appointment of Representative

- 28. Union Delegates
- 29. Record keeping
- 30. Leave reserved
- Schedule A - Rates of Remuneration
- Schedule B - Rates of Remuneration
- Schedule C - Procedure and Time for Adjustments of Rates
- Schedule D - Waterfront and Container Depots
- Schedule E - Additional Allowances
- Schedule F - Nominated Contract Determinations

## PART 1 - APPLICATION AND OPERATION

### 1. Definitions

#### 1.1 In this Determination:

**Act** means the *Industrial Relations Act 1996* (NSW);

**Additional Amount** has the meaning attributed to it in Schedule B;

**Carrying Capacity** in relation to a Vehicle means the mass of the maximum load which the Vehicle may legally carry;

**Cartage Rate Schedule** means a written schedule (which may be an electronic document) identifying:

- (a) the basis of calculation of the Cartage Rates (e.g. per hour, per km or some other basis);
- (b) the amount of remuneration to be paid to the Contract Carrier for the Cartage Work (e.g. \$100 per hour); and
- (c) the timing of the payment of remuneration (e.g. the day of the week on which remuneration will be paid and the pay period).

**Cartage Work** means work performed under a Contract of Carriage;

**Cost Model** means the spreadsheet marked as Exhibit 5 in Matter No. 2016/24907;

**Class of Vehicle** means either a single axle drive prime mover or a bogie axle drive prime mover or, in the case of any other Vehicle, a Vehicle of a particular Carrying Capacity;

**Contract of Carriage** has the meaning given to that expression by the Act;

**Contract Carrier** has the meaning given to that expression by the Act;

**Delegate** means a Union delegate of Contract Carriers based at a terminal and includes a co-delegate;

**Determination** means this Transport Industry - General Carriers Contract Determination;

**Driver** means a natural person operating the Contract Carrier's Vehicle who is approved in accordance with clause 11.6;

**Finishing Place** means:

- (a) the sites or depots where the Contract Carrier is principally engaged (which may be a network of depots within reasonable proximity); or
- (b) where the Principal Contractor and the Contract Carrier have agreed on an alternative location, the agreed alternative location; or

- (c) a place specified by the Principal Contractor, but only if the Contract Carrier is not principally engaged at a site or depot,

save that any agreed or specified Finishing Place must be reasonable in the circumstances;

**IRC** means the Industrial Relations Commission of New South Wales;

**Misconduct** means consuming alcohol immediately before, or while undertaking work for the Principal Contractor, being under the influence of alcohol or a drug while undertaking work for the Principal Contractor, being dishonest or abusive while undertaking work for the Principal Contractor or in dealings with the Principal Contractor or customers, consignors, consignees or their respective representatives, or falsifying documents submitted to the Principal Contractor;

**Nominated Contract Determination** means a determination listed in Schedule F and any successor to those determinations;

**Principal Contractor** has the meaning given to that expression by the Act;

**Regular Contract Carrier** means a Contract Carrier who operates under a contract with a Principal Contractor and who is wholly or principally engaged by that Principal Contractor;

**Specialised Vehicle** means:

- (a) a rigid Vehicle with a tipping body;
- (b) an articulated Vehicle with a tipping trailer;
- (c) a Vehicle combination with a tipping trailer;
- (d) a rigid Vehicle with a tanker;
- (e) an articulated Vehicle with a tanker trailer;
- (f) a Vehicle combination with a tanker trailer;
- (g) a rigid or articulated Vehicle with a premixed concrete agitator;
- (h) a rigid, articulated or combination Vehicle that utilises a forklift or crane that is used to load and/or unload the Vehicle carting bricks, roof tiles, precast concrete panels, masonry or pottery;
- (i) a Vehicle with a trailer designed for the carrying of motor Vehicles; and
- (j) a Vehicle with a trailer designed to carry heavy machinery, operating plant or wide loads (a float),

save that a Specialised Vehicle does not include a Vehicle listed above if the Vehicle is being used in a manner or to cart materials or products for which it would not customarily be used for;

**Starting Place** means:

- (a) the sites or depots where the Contract Carrier is principally engaged (which may be a network of depots within reasonable proximity); or
- (b) where the Principal Contractor and the Contract Carrier have agreed on an alternative location, the agreed alternative location; or
- (c) a place specified by the Principal Contractor, but only if the Contract Carrier is not principally engaged at a site or depot,

save that any agreed or specified Starting Place must be reasonable in the circumstances;

**Union** means the Transport Workers' Union of New South Wales; and

**Vehicle** means a Vehicle used by a Contract Carrier for the purpose of a Contract of Carriage.

**Work Distance** means the distance necessarily travelled by a Contract Carrier in the course of performing a Contract of Carriage, counted from the moment of departure from the Starting Place to the completion of Cartage Work at the Finishing Place;

**Work Time** means the time during which a Contract Carrier is necessarily engaged performing a Contract of Carriage. To avoid doubt, Work Time includes all time during which the Contract Carrier is required by the Principal Contractor to be at their disposal and/or at their direction, but excluding time lost because of breakdowns or accidents and the time taken by the Contract Carrier for meal breaks;

## 2. Application

- 2.1 This Determination applies to all Contracts of Carriage other than Contracts of Carriage:
- (a) which are covered by one of the Nominated Contract Determinations; and/or
  - (b) which are performed using a Specialised Vehicle.
- 2.2 This Determination takes effect on and from 15 April 2017 and shall have a nominal term of 3 years.

## 3. Savings Clause

No Contract Carrier shall suffer a reduction in their terms and conditions of engagement because of the making of this Determination.

## 4. Promotion of Determination

- 4.1 Within fourteen days of the commencement of this determination the Principal Contractor shall provide every Contract Carrier it currently engages a copy of this Determination.
- 4.2 The Principal Contractor shall provide every new Contract Carrier it engages after this Determination commences with a copy of this Determination within seven days of the engagement.
- 4.3 A Principal Contractor shall provide every Contract Carrier it engages with a copy of any variation to this Determination within fourteen days of the commencement of the variation.
- 4.4 The obligations in paragraphs 4.1 to 4.3 of this clause may be satisfied by providing an electronic copy of the instrument by email or other electronic means. A Principal Contractor may require, and the Contract Carrier shall provide, a current email address for that purpose.
- 4.5 Notwithstanding the terms of paragraphs 4.1-4.3 a Principal Contractor is not obliged to provide a copy of the documents more than once in any 12 months.
- 4.6 A Principal Contractor shall display a copy of the determination and any variations then in force. at the Principal Contractor's workplace.

## PART 2 - OPERATIONAL MATTERS

### 5. Vehicles

- 5.1 Supply and Suitability

The Contract Carrier must supply a Vehicle, which must:

- (a) meet the Vehicle specification required by the Principal Contractor; and
- (b) be approved by the Principal Contractor prior to performing Cartage Work.

## 5.2 Registration

The Contract Carrier must at the Contract Carrier's own expense register their Vehicle.

## 5.3 Maintenance and Repair

The Contract Carrier must mechanically maintain and repair their Vehicle at their own expense.

## 5.4 Running Expenses

The Contract Carrier must pay all of the running costs associated with the Contract Carrier's Vehicle.

## 5.5 Cease Using Vehicle

- (a) Where a Principal Contractor has a reasonable concern that a Contract Carrier's Vehicle is not, or may not be, roadworthy to perform the Cartage Work, the Principal Contractor may:
  - (i) direct the Contract Carrier to stop using the Vehicle (or any part of it) pending:
    - (A) inspection and/or testing of the Vehicle; and/or
    - (B) where necessary, the carrying out of any repairs and/or maintenance.
- (b) The Principal Contractor must not take any steps under clause 5.5(a) until the Principal Contractor has put its reasonable concern to the Contract Carrier.
- (c) The Contract Carrier will not suffer any loss of remuneration where they are directed to stop using their Vehicle under this clause, and where the inspection and/or testing of the Vehicle proves that the Vehicle was roadworthy to perform the Cartage Work.

## 5.6 Inspections and Tests

The Contract Carrier must make the Vehicle available for inspection or testing as and when reasonably required by the Principal Contractor.

## 5.7 Communication and Related Technology

- (a) The Principal Contractor may supply the Contract Carrier with communication and related technology for use in the Contract Carrier's Vehicle.
- (b) Where such communication and/or related technology is supplied by the Principal Contractor:
  - (i) The Principal Contractor must install and maintain the communication and related technology required by the Principal Contractor and the Contract Carrier must operate it efficiently as directed by the Principal Contractor.
  - (ii) The Contract Carrier has full responsibility for the safe custody of the communication and related technology.
  - (iii) The Contract Carrier must:
    - (A) not add to, alter or modify the communication and related technology;
    - (B) indemnify the Principal Contractor, and keep the Principal Contractor indemnified at all times, against destruction or loss of the communication and related technology;

- (C) not pledge the credit of the Principal Contractor in respect of, or create any lien upon, the communication and related technology; and
  - (D) not without the prior written consent of the Principal Contractor use the communication and related technology for anything but the Cartage Work.
- (c) The Contract Carrier must stop using the communication and related technology (or any part of it) if the Principal Contractor so directs because in the Principal Contractor's opinion that is appropriate pending the carrying out of any repairs, maintenance, inspection or testing.
  - (d) Immediately upon the ending or termination of any head contract under which the Contract Carrier performs the Cartage Work:
    - (i) the Contract Carrier must return the communication and related technology to the Principal Contractor in good order and condition, save for any fair wear and tear only; and
    - (ii) the Principal Contractor must make good any repairs to the Contract Carrier's Vehicle arising from the removal of the communication and related technology.

#### 5.8 Vehicles

- (a) The Principal Contractor has the right to specify the age and the Class of Vehicle used in the performance of Contracts of Carriage prior to the engagement of a Contract Carrier.
- (b) If a Principal Contractor reasonably believes that the Vehicle of the Contract Carrier is not suitable for undertaking the required Cartage Work, the Principal Contractor has the right to require an upgrade (which may include the purchase of a new or newer Vehicle) of the Contract Carrier's Vehicle subject to the provision of a period which is reasonable in the circumstances and any such direction to upgrade being set out in writing.
- (c) The Contract Carrier must not replace the Vehicle used to perform Cartage Work without the prior written consent of the Principal Contractor.

#### 5.9 Painting and sign-writing

- (a) Unless otherwise agreed, a Principal Contractor may paint and/or sign-write the Contract Carrier's Vehicle in the Principal Contractor's colours at the Principal Contractor's expense (but not before the Contract Carrier has completed three months continuous Cartage Work for the Principal Contractor).
- (b) In the case of a Contract Carrier ceasing to perform Work for the Principal Contractor, the Principal Contractor must bear the cost of reversing any painting and sign-writing and removing all equipment and signs supplied by the Principal Contractor and make good the affected areas of the Vehicle to the original specification.
- (c) A Principal Contractor must take, and a Contract Carrier must cooperate with, reasonable steps to minimise or avoid the loss of remuneration which would otherwise be suffered by the Contract Carrier because the Vehicle is being painted and/or sign-written at the request of the Principal Contractor, including by:
  - (i) providing the Contract Carrier with an alternative vehicle with which to perform work; and/or
  - (ii) by painting or sign-writing the Vehicle during a period in which the driver has previously arranged to take leave; and/or
  - (iii) by the Principal Contractor compensating the Contract Carrier for any loss of remuneration suffered.

## 6. Loading and Delivery

### 6.1 Report at Starting Place and Time

The Contract Carrier must report available for the Cartage Work with the Vehicle at the Starting Place.

### 6.2 Checking of Load

After loading the Vehicle and before leaving the loading place, the Contract Carrier must:

- (a) ensure that the load is secured; and
- (b) immediately report to the Principal Contractor if the Contract Carrier believes that the goods do not comply with the specification on the delivery docket or exceeds the maximum legal payload for the Vehicle.

### 6.3 Delivery

Immediately after checking the load the Contract Carrier must deliver the goods to whatever addresses the Principal Contractor instructs using:

- (a) the route directed by the Principal Contractor; or
- (b) if no such direction is given, using the shortest practicable route.

### 6.4 Unloading

The Contract Carrier must:

- (a) use every reasonable effort at the delivery site to obtain:
  - (i) directions from the customer concerning the manner and position to unload the goods; and
  - (ii) from the customer the signatures required by the Principal Contractor; and
- (b) unload the goods at the delivery site in the manner and position reasonably directed by the customer.

### 6.5 Unsafe Unloading

If the unloading of the goods at any delivery site will place the Driver in a position of imminent risk to their health and safety, the Contract Carrier must immediately notify the Principal Contractor prior to unloading the goods and comply with any instructions given by the Principal Contractor concerning the unloading of the goods.

### 6.6 Return

After completing the deliveries, the Contract Carrier must report to whatever site (if any) the Principal Contractor instructs using the shortest practicable route from the final unloading site.

### 6.7 Custody

The Contract Carrier shall:

- (a) be responsible for the equipment and gear and for the safe loading of the Vehicle and the securing and appropriate weather protection of the load and shall be present to supervise and assist in the loading and unloading of the Vehicle and/or the container loaded on the Vehicle;

- (b) in the case of pre-loaded Vehicles, be responsible for checking the load for safety and satisfactory method of loading; and
- (c) exercise all reasonable care and diligence in the carriage and safe keeping of the goods in charge.

### **7. Fatigue Management and Heavy Vehicle Compliance**

#### 7.1 Fatigue management and heavy vehicle compliance

Fatigue management and heavy vehicle compliance is principally regulated in NSW by the:

- (a) Heavy Vehicle National Law, and associated regulations;
- (b) Work Health and Safety Act 2011 (NSW); and
- (c) Transport Industry Mutual Responsibility Contract Determination.

#### 7.2 Taking of Fatigue Breaks

Each Contract Carrier must take fatigue breaks, without payment, as required by law.

### **8. Uniforms**

#### 8.1 Supply of Uniform

If the Driver of the Contract Carrier's Vehicle is required by the Principal Contractor to wear a special uniform when undertaking Cartage Work for the Principal Contractor, the uniform must be supplied by the Principal Contractor at no cost to the Contract Carrier.

#### 8.2 Obligation to wear

Where a uniform is so provided, the Contract Carrier must ensure that it is worn by the Driver at all times while undertaking Cartage Work for the Principal Contractor.

#### 8.3 Property

The uniform remains the property of the Principal Contractor.

#### 8.4 Quantity

The Principal Contractor must provide a sufficient number of uniform articles to enable the Contract Carrier to wear a clean uniform at the start of each Cartage Working day.

#### 8.5 Replacement

An item forming part of the uniform must be replaced by the Principal Contractor when required by fair wear and tear, provided that should loss or damage to an item forming part of the uniform occur due to the negligence of the Contract Carrier, the item must be repaired or replaced by the Contract Carrier at the Contract Carrier's cost.

### **9. Lunch Break**

#### 9.1 Entitlement

Each Contract Carrier is entitled to and must take a 30 minute unpaid lunch break on each day Cartage Work is performed for a Principal Contractor for more than 4 hours provided that where it is safe and reasonably practicable to do so, the Contract Carrier must take the lunch break in conjunction with a fatigue break.

## 9.2 Reporting

A Contract Carrier who ceases Cartage Work for a lunch break in accordance with clause 9.1 must report that fact to the Principal Contractor.

## 10. Annual Leave

### 10.1 Entitlement

A Regular Contract Carrier may take four weeks' annual leave without payment.

### 10.2 When the Entitlement Falls Due

The leave entitlement falls due each year on the anniversary of the commencement date of the first Contract of Carriage between the Contract Carrier and the Principal Contractor.

### 10.3 Period to Take Leave

Such leave is to be taken by the Contract Carrier within 6 months of the leave falling due (or within such extended time as the Contract Carrier and the Principal Contractor may agree) and at a time mutually convenient to the Contract Carrier and the Principal Contractor.

### 10.4 Utilisation of Vehicle

To avoid any doubt, and unless otherwise agreed between the parties, during any period of annual leave the Contract Carrier has no obligation to present their Vehicle to the Principal Contractor for Cartage Work.

### 10.5 Lapse of Entitlement

If the leave is not taken within the time provided for in this clause, the entitlement to the leave will lapse.

## PART 3 - RIGHTS AND RESPONSIBILITIES

### 11. Contract Carrier Obligations

#### 11.1 Core Obligations

The Contract Carrier must perform the Cartage Work and do everything connected with it:

- (a) with due care and skill and in a proper, co-operative and professional manner;
- (b) safely, and in accordance with the Principal Contractor's safety requirements;
- (c) in accordance with the day to day operational directions given by the Principal Contractor;
- (d) in accordance with any lawful and reasonable direction, policy, procedure or specifications provided by the Principal Contractor;
- (e) without jeopardising or damaging the Principal Contractor's business; and
- (f) in compliance with all relevant laws.

#### 11.2 Compliance with Employment Laws

The Contract Carrier must comply with the provisions of any relevant employment law, including but not limited to laws concerning income tax, workers' compensation, superannuation, annual leave, long service leave or any award, order, determination or agreement of a competent industrial tribunal.

### 11.3 Administration

The Contract Carrier must:

- (a) return to the Principal Contractor all delivery dockets, daily Cartage Work sheets or other records required by the Principal Contractor as and when required;
- (b) maintain up to date and accurate log books as required under any relevant law and/or by the Principal Contractor and make these available for inspection by the Principal Contractor on request;
- (c) ensure that the Driver maintains a system verifying Vehicle maintenance;
- (d) keep and retain for seven years comprehensive records in relation to the Cartage Work, including the records in subparagraphs (b) and (c) above; and
- (e) ensure that a copy of the records in subparagraphs (b), (c) and (d) are available for inspection at any time for audit purposes.

Notation: Any written material to be provided to the Principal Contractor in accordance with this clause must be appropriate and economical and designed to meet the requirements of this clause.

### 11.4 Medicals

- (a) The Contract Carrier must ensure that the Driver is at all times medically fit to perform the Cartage Work.
- (b) Where the Principal Contractor has a reasonable concern that the Driver is not medically fit to perform the Cartage Work, the Principal Contractor may require and direct the Driver to:
  - (i) furnish particulars and/or medical evidence affirming the Driver's fitness to undertake Cartage Work; and/or
  - (ii) on reasonable terms, attend a medical examination to confirm their fitness (such direction may include the choice of medical practitioner).
- (c) The Principal Contractor must not take any steps under clause 11.4(b) until the Principal Contractor has put its concerns to the Contract Carrier in writing.
- (d) If the Driver attends a medical practitioner directed by the Principal Contractor, the Principal Contractor will pay the medical fees associated with the attendance.
- (e) The Driver will not suffer any loss of remuneration as a result of being directed to attend a medical examination under this clause, unless the medical examination demonstrates that the Driver was not medically fit to perform the Cartage Work.

### 11.5 Alcohol and Other Drugs Polices and Programs

Where the Principal Contractor has in place a drug and alcohol policy and/or program, applying to its employees and contractors, the Contract Carrier must ensure that the Driver participates in any testing required by the policy and/or program.

### 11.6 No One Else to Drive Vehicle

The Contract Carrier must:

- (a) only use a Driver who is approved by the Principal Contractor, with such approval not being unreasonably withheld; and

- (b) make sure that no one except the approved Driver drives or otherwise operates the Vehicle for the Cartage Work.

#### 11.7 Valid Driving License and Permits

The Contract Carrier must:

- (a) make sure that the approved Driver is at all times the holder of a current:
  - (i) valid driver's licence appropriately endorsed or issued in respect of their Vehicle; and
  - (ii) valid licence or permit of any other kind needed from time to time to perform the Cartage Work;
- (b) immediately notify the Principal Contractor if a licence or permit is cancelled or suspended for any reason; and
- (c) present any such licence or permit to the Principal Contractor upon request.

### 12. Principal Contractors' Obligations

The Principal Contractor must:

- (a) arrange whenever practicable for a representative of the Principal Contractor to attend accidents involving substantial load or equipment damage or personal injury;
- (b) advise Contract Carriers as early as possible of urgent or special delivery instructions arranged for particular work or particular goods;
- (c) where goods of a dangerous or hazardous nature are to be carried, notify the Contract Carrier of the nature of such goods and comply with all relevant requirements of the Dangerous Goods (Road and Rail) Act, accompanying Regulations and its related Codes of Practice;
- (d) pay the Contract Carrier any undisputed amount set out in a valid taxation invoice provided by the Contract Carrier, or generated for the Contract Carrier, for the Cartage Work performed, within 30 days of the date of receipt by the Principal Contractor of the invoice;
- (e) wherever the Contract Carrier is or is deemed to be for the purposes of the Workers Compensation Act a worker of the Principal Contractor, take out and maintain at all times a workers' compensation insurance policy in respect of the Contract Carrier;
- (f) comply with any laws affecting the Principal Contractor's Cartage Work including licensing, road transport, fatigue management and work health and safety laws; and
- (g) provide to each Contract Carrier a Cartage Rate Schedule prior to commencing to perform Cartage Work and whenever there is a change to the basis of calculation of the Cartage Rates and/or a change to the Cartage Rates.

### 13. Termination

- (a) Where a Contract Carrier commits Misconduct or is in breach of this Determination he/she may be terminated summarily by the Principal Contractor. An inquiry, if requested, will be held thereafter within one normal work day by the Principal Contractor, Delegate and, if available, a representative of the union.
- (b) Any other termination shall be on the basis of "last on-first off" for Contract Carriers operating vehicles of a particular class of vehicle.

## 14. Insurance

### 14.1 Insurances

Prior to commencing any Cartage Work, the Contract Carrier must obtain, and maintain current at all relevant times, the following insurances at the Contract Carrier's expense:

- (a) comprehensive and third party motor Vehicle insurance covering personal injury and property damage arising from the use of the Contract Carrier's Vehicle or other mobile equipment, including compliance with any statutory requirements, of not less than \$20,000,000 (or such other amount as the Principal Contractor may require from time to time) for each and every occurrence;
- (b) property insurance covering the full replacement value of the Contract Carrier's Vehicle;
- (c) public and products liability insurance written on an occurrence basis covering the legal liability of the Contract Carrier and the Contract Carrier's employees and agents (the "Insureds") to any third parties for bodily injury and/or property damage arising from acts or omissions of the Insureds in the course of, or arising from, the performance of the Cartage Works by the Contract Carrier or on the Contract Carrier's behalf of not less than \$20,000,000 (or such other amount as the Principal Contractor may require from time to time) for each and every occurrence; and
- (d) workers' compensation insurance as required by any relevant law.

### 14.2 Endorsements

The Contract Carrier must ensure that, in respect of the insurance policies taken out, they contain clauses, endorsements or stipulations as reasonably required by the Principal Contractor.

### 14.3 Co-Operation

The Contract Carrier must:

- (a) not do, or omit to do, anything which might vitiate, impair or derogate from the cover under any insurance policy or other cover or which might prejudice any claim under any policy or other cover; and
- (b) fully co-operate with the Principal Contractor in relation to a claim under the insurances.

### 14.4 Provision of Currency

The Contract Carrier must upon the Principal Contractor's request provide to the Principal Contractor certificates of currency evidencing the existence of the policies required to be effected under this clause and the certificates of currency must, as a minimum, show the insurer's name, policy number and policy expiry date.

### 14.5 Other Insurances

If the Principal Contractor requires a Contract Carrier to obtain an insurance other than the insurances set out in clause 14.1 or to obtain different levels of insurance cover, the Principal Contractor must reasonably compensate the Contract Carrier for the cost of that insurance.

## 15. Allocation of Work and Rostering

### 15.1 Allocation of Cartage Work

A Principal Contractor must allocate Cartage Work to Contract Carriers transparently, reasonably and lawfully.

## 15.2 Rostering

A Principal Contractor must roster Contract Carriers to perform work (including rostering on, return load and rostering off) transparently, reasonably and lawfully.

## 16. Fleet Mix Change

### 16.1 Changing Fleet Mix - Mandatory Consultation

- (a) This clause applies where a Principal Contractor has made a definite decision to make a fleet mix change that is likely to have significant effects on Contract Carriers.
- (b) For a fleet mix change referred to in paragraph 16.1(a):
  - (i) the Principal Contractor must notify the relevant Contract Carriers of the decision to change the fleet mix; and
  - (ii) subclauses (c) to (h) apply.
- (c) The relevant Contract Carriers may appoint a representative for the purposes of the procedures in this clause.
- (d) If:
  - (i) a relevant Contract Carrier appoints, or relevant Contract Carriers appoint, a representative for the purposes of consultation; and
  - (ii) the Contract Carrier or Contract Carriers advise the Principal Contractor of the identity of the representative;
  - (iii) the Principal Contractor must recognise the representative.
- (e) As soon as practicable after making its decision, the Principal Contractor must:
  - (i) discuss with the relevant Contract Carriers:
    - (A) the proposed change to the fleet mix; and
    - (B) the effect the change is likely to have on the Contract Carriers; and
    - (C) measures the Principal Contractor is taking to avert or mitigate the adverse effect of the change on the Contract Carriers; and
  - (ii) for the purposes of the discussion, provide in writing to the relevant Contract Carriers:
    - (A) all relevant information about the change including the nature of the change proposed; and
    - (B) information about the expected effects of the change on the Contract Carriers; and
    - (C) any other matters likely to affect the Contract Carriers.
- (f) However, the Principal Contractor is not required to disclose confidential or commercially sensitive information to the relevant Contract Carriers.
- (g) The Principal Contractor must give prompt and genuine consideration to matters raised about the change by the relevant Contract Carriers.

- (h) In this clause, a "fleet mix change" arises:
- (i) when a Principal Contractor decides to introduce a new transport type into their fleet being one or more of the following transport types:
    - (A) Contract Carriers; or
    - (B) Drivers employed by the Principal Contractor; or
    - (C) third party transport providers;
  - (ii) when a Principal Contractor introduces into their fleet a new Vehicle configuration.

### **17. Selling of Vehicles**

No circumstances shall exist where a Vehicle is sold with Cartage Work.

### **18. Supervision of Personnel**

The Contract Carrier must ensure that each and all of its Drivers:

- (a) performs the Cartage Work and does everything connected with it as is required of the Contract Carrier by this Determination; and
- (b) does not engage in any acts or omissions that give rise to a breach by the Contract Carrier of this Determination.

## **PART 4 - RATES OF REMUNERATION**

### **19. Application of This Part**

19.1 This Part applies:

- (a) to all Contracts of Carriage from one place to another place, both of which are within the County of Cumberland; and
- (b) to all Contracts of Carriage for the transportation of goods from one place to another place, where the second place is no more than 50 kilometres from the first place.

19.2 From 1 January 2019 this Part also applies to a Contract of Carriage involving a single journey commencing within the County of Cumberland and finishing within:

- (a) a 50 kilometre radius of the Newcastle GPO; or
- (b) a rectangular area being 50 kilometres North of the Wollongong GPO, 20 kilometres East of the Wollongong GPO, 50 kilometres South of the Wollongong GPO and 20 kilometres West of the Wollongong GPO.

19.3 The extension of the coverage of Part 4 of this Determination provided by clause 19.2 shall be the subject of review by the IRC as soon as reasonably practicable following 1 January 2021.

NOTE: Clause 23 provides for the establishment of working groups of Principal Contractors, registered Associations of employing contractors, and registered Associations of contract drivers and contract carriers for the purpose of providing ongoing monitoring of this Determination, including the impact of the extension of coverage provided by clause 19.2.

### **20. Rates of Remuneration**

20.1 Subject to this clause, a Principal Contractor shall pay to a Contract Carrier:

- (a) the rate of remuneration per kilometre in the Schedules to this Determination applicable to the Contract Carrier's Vehicle for the Work Distance; and
- (b) the rate of remuneration per hour in the Schedules to this Determination applicable to the Contract Carrier's vehicle for the Work Time calculated to the nearest half hour; and
- (c) any additional rate prescribed in the Schedules to this Determination.

#### 20.2 Annual Minimum Guarantee Cartage Rate - Small Trucks

- (a) This subclause applies on and from 1 January 2019, and only to the following classes of vehicle:
  - (i) Rigid - carrying capacity over 2 and including 5 tonnes; and
  - (ii) Rigid - carrying capacity over 5 and including 8 tonnes.
- (b) 50 x 50 Arrangement - Subject to this subclause and subclause (c), if a Principal Contractor makes an agreement in writing with a Contract Carrier for a minimum of 50 hours each week for 50 weeks for a 12 month period, or periods, the Principal Contractor may pay the Contract Carrier 90% of the "Per Hour" rate in Schedule B Table B.1.1 or B.2.1 (whichever is applicable to the Contract Carrier's Vehicle) for each hour that the Contract Carrier performs the Cartage Work during that period.
- (c) Subject to subclause (d), with respect to Contract Carriers engaged as at 31 December 2018, a Principal Contractor may utilise a 50 x 50 Arrangement of the kind described in subclause (b) where the Contract Carrier has been engaged by the Principal Contractor for a minimum of 50 hours each week for 50 weeks in the previous 12 month period (Existing Tied Contract Carrier), notwithstanding that there is no agreement in writing between the Principal Contractor and the Contract Carrier to that effect.
- (d) Where a Principal Contractor that engages an Existing Tied Contract Carrier wishes to utilise a 50 x 50 Arrangement in circumstances described in sub clause (c):
  - (i) the Principal Contractor shall advise the Existing Tied Contract Carrier in writing of the Principal Contractor's intention to utilise a 50 x 50 Arrangement. The notice shall include as a minimum:
    - (A) the date from which the Principal Contractor intends to utilise a 50 x 50 Arrangement, which shall be at least 8 weeks prior to its commencement; and
    - (B) the 12 month period, or periods, during which the Principal Contractor will apply those provisions; and
    - (C) advising the Existing Tied Contract Carrier that they have 4 weeks from the receipt of the Principal Contractor's notice to elect not to adopt a 50 x 50 Arrangement. If the Existing Tied Contract Carrier elects not to adopt a 50 x 50 arrangement, which election not to adopt must not be unreasonable, they must give the Principal Contractor a written notice of election to that effect;
  - (ii) within 4 weeks of receiving the Existing Tied Contract Carrier's notice of election, the Principal Contractor must either consent to or refuse the election, but must not unreasonably so refuse; and
  - (iii) if the Principal Contractor consents to the election, a 50 x 50 Arrangement will not apply to the Existing Tied Contract Carrier.
- (e) Nothing in this subclause affects an obligation of a Principal Contractor to pay the per/km rate applicable in Schedule B Tables B.1.1 or B.2.1, or any of the rates in clauses B3, B4, B5 or B6 for the Cartage Work.

- (f) Minimum Earnings Guarantee - Reconciliation: If clause 20.2(b) or (c) applies to a Contract of Carriage and in an 8 week period the Contract Carrier has not worked at least 50 hours each week for whatever reason, then:
- (i) the Principal Contractor must ensure that the Contract Carrier receives an amount of pay (excluding any payment arising from the per/km rates in Schedule B Tables B.1.1 or B.2.1, or from any of the rates in clauses B3, B4, B5 or B6) equivalent to the Minimum Earnings Guarantee.
  - (ii) if there is any shortfall between the amount of pay paid to the Contract Carrier (excluding any payment arising from the per/km rates in Schedule B clauses B.1.1 or B.2.1, or from any of the rates in clauses B3, B4, B5 or B6) and the Minimum Earnings Guarantee, the Principal Contractor must pay the shortfall to the Contract Carrier in the Principal Contractor's next pay cycle.
- (g) Minimum Earnings Guarantee - Calculation: The Minimum Earnings Guarantee is calculated using the following formula:
- (i) (per hour rate from Table B.1.1 x 90%) x ((50 x 8) minus Unavailable Hours) for Vehicles less than six years old; or
  - (ii) (per hour rate from Table B.2.1 x 90%) x ((50 x 8) minus Unavailable Hours) for Vehicles six or more years old.
- (h) "Unavailable Hours" are those hours that the Contract Carrier's Vehicle is unavailable to perform the Cartage Work during the hours the Contract Carrier is required to make their Vehicle available in accordance with clause 20.2(b) above.
- (i) Early Termination of 50 x 50 Arrangement:

Where a Principal Contractor decides to terminate a 50 x 50 Arrangement prior to the expiration of the relevant 12 month period the Principal Contractor:

- (i) will notify the Contract Carrier in writing of its intention to terminate the 50 x 50 Arrangement. The notice will specify the date upon which the 50 x 50 Arrangement will terminate, which shall be no fewer than 4 weeks after the date of the notice; and
- (ii) will pay the Contract Carrier either:
  - (A) the difference in remuneration the Contract Carrier would have earned had a 50 x 50 Arrangement not been entered into under this Part 4 for the relevant period, but capped at 50 hours per week; or
  - (B) the difference in remuneration between what the Contract Carrier earns for the remainder of the relevant 12 month period (or periods) and what the Contract Carrier would have earned had the 50 x 50 Arrangement, entered into under this Part 4, not been terminated,

whichever is the lesser amount.

NOTE: The 50 x 50 Arrangement takes into account Unavailable Hours.

- (j) Termination of Engagement during 50 x 50 Arrangement:

Where a Principal Contractor terminates the engagement of a Contract Carrier to whom a 50 x 50 Arrangement applies, prior to the expiration of the relevant 12 month period (or periods), the Principal Contractor will pay to the Contract Carrier the difference in remuneration the Contract Carrier would have earned had a 50 x 50 Arrangement not been entered into under this Part 4 for the relevant period, but capped at 50 hours per week.

However this subclause will not apply in the case of a termination for misconduct (which misconduct will not be limited by clause 1.1), or a termination in circumstances where the Contract Carrier is entitled to the benefits of the Transport Industry - Redundancy (State) Contract Determination.

- (k) 50 x 50 Arrangement not a Common Law Contract: For the avoidance of doubt, any arrangement made under this Part will not be construed as being, or forming, part of any common law contract or arrangement, collateral or otherwise, whether written or oral, which may exist between a Principal Contractor and a Contract Carrier with respect to Cartage Work to which this Determination applies.
- (l) Early Termination of 50 x 50 Arrangement - Reconciliation: the payment referred to in clause 20.2(i)(ii)(A) or (B) is to be calculated every 8 weeks, or part thereof, for the remainder of the relevant 12 month period (or periods).

#### 20.3 Moratorium on Phasing in of New Rates

- (a) In Matter No. 2016/24907 the IRC established a revised structure for the rates of remuneration under this Determination (the rates in Schedule B - Rates of Remuneration, referred to in this clause as the New Rates).
- (b) The rates of remuneration in Schedule A - Rates of Remuneration and Schedule E- Additional Allowances (the Old Rates) shall continue until 1 January 2019.

#### 20.4 Application of Part 4 to New Geographical Coverage

- (a) In Matter No. 2016/24907 the IRC extended the application of Part 4 of the Determination to Cartage Work not previously covered by the Determination as provided in cl 19.2 above.
- (b) From the first full pay period on or after 1 January 2019 the rates in Schedule B - Rates of Remuneration shall apply to the Cartage Work referred to in clause 19.2. The phasing in scheme described in cl 20.5 does not apply to Cartage Work described in subclause 19.2.

#### 20.5 Transitional Phasing in of New Rates

New Rate leads to increase from Old Rate

- (a) If a rate in the New Rates is higher than the equivalent rate in the Old Rates, the New Rates will be phased in as follows:
  - (i) from the first full pay period on or after 1 January 2019, the rate in the Old Rates and 20% of the Increase in the Rate of Remuneration apply;
  - (ii) from the first full pay period on or after 1 January 2020, the rate in the Old Rates and 40% of the Increase in the Rate of Remuneration apply;
  - (iii) from the first full pay period on or after 1 January 2021, the rate in the Old Rates and 60% of the Increase in the Rate of Remuneration apply;
  - (iv) from the first full pay period on or after 1 July 2022, the rate in the Old Rates and 80% of the Increase in the Rate of Remuneration apply; and
  - (v) from the first full pay period on or after 1 July 2023, the New Rates apply.
- (b) For the purpose of subclause 20.5(a) the phrase "Increase in the Rate of Remuneration" means the difference between a rate of remuneration in the Old Rates and a rate of remuneration in the New Rates.

New Rate leads to decrease from Old Rate

- (c) If a rate in the New Rates is lower than the equivalent rate in the Old Rates, the New Rates will be phased in as follows:
- (i) from the first full pay period on or after 1 January 2019, the rate in the Old Rates less 20% of the Decrease in the Rate of Remuneration apply;
  - (ii) from the first full pay period on or after 1 January 2020, the rate in the Old Rates less 40% of the Decrease in the Rate of Remuneration apply;
  - (iii) from the first full pay period on or after 1 January 2021, the rate in the Old Rates less 60% of the Decrease in the Rate of Remuneration apply;
  - (iv) from the first full pay period on or after 1 July 2022, the rate in the Old Rates less 80% of the Decrease in the Rate of Remuneration apply; and
  - (v) from the first full pay period on or after 1 July 2023, the New Rates apply.
- (d) For the purpose of subclause 20.5(c) the phrase "Decrease in the Rate of Remuneration" is the difference between a rate of remuneration in the New Rates and a rate of remuneration in the Old Rates.

#### 20.6 Introduction of Rates to new classes of Contracts of Carriage

- (a) In Matter No. 2016/24907 the IRC extended the application of Part 4 of the Determination to Cartage Work not previously covered by the Determination, including:
- (i) transportation of goods requiring refrigeration transport in refrigerated vehicles; and
  - (ii) transportation of cash transported in non-armoured vehicles; and
  - (iii) removal of furniture and effects from a place of residence to another place of residence or storage; and
  - (iv) transport of goods in the private pathology industry (where the Principal Contractor is principally engaged in the private pathology industry and the Contracts of Carriage are by rigid vehicles of less than 2 tonnes).
- (b) Part 4 of the Determination shall not apply to the Cartage Work in subclauses 20.6(a)(i) to (iv) until the first full pay period on or after 1 January 2019.
- (c) From the first full pay period on or after 1 January 2019 the rates in Schedule B - Rates of Remuneration shall apply. The phasing in scheme described in cl 20.5 does not apply to Cartage Work in subclauses 20.6(a)(i) to (iv).

20.7 The Old Rates and the New Rates will be varied in accordance with the procedure set out in Schedule C. For variations made prior to 1 January 2019, or during the transitional phasing in of the New Rates provided for by clause 20.5, the Old Rates and New Rates shall each be varied concurrently and in the same proportion or amount as the case may be.

### **21. Alternative Remuneration Arrangements**

21.1 Despite clause 20, a Principal Contractor may pay a Contract Carrier based on a system or method of remuneration different to that required by clause 20 (an Alternative Remuneration Arrangement), provided that the Contract Carrier receives, over a sixty-day period, no less than the pay they would otherwise have received had they been paid in accordance with clause 20.1 for that period.

- 21.2 An Alternative Remuneration Arrangement must be in writing and:
- (a) be signed by the Contract Carrier and the Principal Contractor; and
  - (b) identify the start date of the Alternative Remuneration Arrangement; and
  - (c) require the Principal Contractor to undertake an assessment of the amount received by the Contract Carrier under the Alternative Remuneration Arrangement every sixty-days from the identified start date to ensure the Alternative Remuneration Arrangement complies with clause 21.1.
- 21.3 Where the amount paid to a Contract Carrier under an Alternative Remuneration Arrangement in a sixty-day period is less than the pay they would have received had they been paid in accordance with clause 20 for that period, the Principal Contractor shall pay an amount (the Top Up Amount) to the Contract Carrier to make up that difference.
- 21.4 The Top Up Amount is to be paid within the next pay cycle.

## **22. Mass Management**

- 22.1 If the Principal Contractor so directs, the Contract Carrier must do all things required and necessary to be accredited and remain accredited under:
- (a) the Principal Contractor's accredited NHVA Mass Management Module for Basic Fatigue Management or Advanced Fatigue Management (or any scheme replacing this); or
  - (b) a NHVAS Mass Management Module for Basic Fatigue Management or Advanced Fatigue Management of the Contract Carrier.
- 22.2 In circumstances where clause 22.1 applies the Principal Contractor must reimburse the Contract Carrier for any reasonable costs directly arising from becoming accredited or at their election pay the lump sum allowance set out in clause B.4.2 of Schedule B to set up for the NHVAS Mass Management Scheme for Basic Fatigue Management or Advanced Fatigue Management.
- 22.3 In circumstances where clause 22.1 applies the Principal Contractor must reimburse the Contract Carrier for any reasonable costs directly arising from maintaining accreditation or at their election pay the allowance set out in clause B.4.3 of Schedule B per hour to cover costs associated with maintaining that NHVAS Mass Management Scheme for Basic Fatigue Management or Advanced Fatigue Management.
- 22.4 To avoid any doubt clause 22.2 and/or 22.3 shall not apply if the Contract Carrier has made their own decision to become and work under an accredited NHVAS Mass Management Scheme for Basic Fatigue Management or Advanced Fatigue Management.

## **23. Coverage Review**

- 23.1 The Principal Contractors, registered Associations of employing contractors, and registered Associations of contract drivers and contract carriers who were parties to IRC Matter No 2016/24907 shall form a working group that shall meet every 6 months between 15 April 2017 and 1 January 2019, for the purpose of providing ongoing monitoring of this Determination, including the impact of the extension of coverage provided by cl 19.2.
- 23.2 As soon as reasonably practicable after each meeting of the Parties referred to in clause 23.1 above, the Union will write to the Industrial Registrar and request that Matter No 2016/24907 be relisted for Report Back in order that the parties may inform the Commission as to the impact of the extension of coverage provided by clause 19.2.
- 23.3 As soon as reasonably practicable after 1 January 2019, the Union will write to the Industrial Registrar and request that Matter No 2016/24907 be relisted in order for the Commission to consider the impact of

the Determination following its review in IRC Matter No 2016/24907, including in relation to the extension of coverage provided by clause 19.2.

#### **24. Three Yearly Cost Reconciliation Review**

##### 24.1 Reconciliation

Subject to an application being made to apply the Three Yearly True Cost reconciliation Review Process, the price entries in the "Price Table" and the table "Trailers" of the Key Variable Data Sheet contained in the Cost Model should be updated using sourcing that are relevant to and reflect the cartage work being performed and such prices should reflect the lowest price available from a reputable vendor which is accessible to Contract Carriers in the open market.

##### 24.2 New Rates

The new cartage rates shall be the rates ascertained from the Cartage Rates and Allowances Sheet contained in the Cost Model having made the change set out in Schedule B.3.1 below.

##### 24.3 Operative Date

Any new rates shall be operative from such date as is determined by the Commission having regard to the need to inform Principal Contractors and Contract Carriers of any change.

#### **25. Tolls & Charges**

(THIS CLAUSE IS LEFT BLANK INTENTIONALLY)

### **PART 5 - MISCELLANEOUS**

#### **26. Disputes Procedure**

##### 26.1 Application of Procedure

Any dispute that arises between a Contract Carrier and a Principal Contractor must be dealt with in accordance with this clause.

#### **27. Appointment of Representative**

A Contract Carrier who is a party to a dispute may appoint a representative for the purposes of this clause which may include the Union.

##### 27.1 Procedure

In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level.

##### 27.2 Notification to Commission

If the dispute remains unresolved it may be referred to the IRC.

##### 27.3 Continue to Perform Cartage Work

Whilst the parties are trying to resolve the dispute using the procedure set out in this clause:

- (a) a Contract Carrier must continue to perform Cartage Work as they normally would do unless they hold a reasonable concern about an imminent risk to their health or safety; and
- (b) a Contract Carrier must comply with a direction given by their Principal Contractor to perform other available Cartage Work, unless:

- (i) the Cartage Work is not safe; or
- (ii) applicable workplace health and safety legislation would not permit the Cartage Work to be performed; or
- (iii) the Cartage Work is not appropriate for the Contract Carrier to perform; or
- (iv) there are other reasonable grounds for the Contract Carrier to refuse to comply with the direction.

## **28. Union Delegates**

### **28.1 Appointment**

A Contract Carrier appointed Delegate in a yard in which they are Contract Carrier must, upon notification to their Principal Contractor, be recognised as the accredited representative of the Union.

### **28.2 Opportunity to Meet**

An accredited Delegate must be allowed a reasonable opportunity to meet the relevant manager of the Principal Contractor and Contract Carriers to discuss matters affecting Contract Carriers whom they represent.

### **28.3 Use of Notice Board**

Accredited Delegates must be permitted to put Union notices on a notice board, signed or countersigned by the representative posting it.

## **29. Record Keeping**

### **29.1 Obligations**

The Principal Contractor must record either in documentary form or electronic form, the following information for each Contract Carrier:

- (a) any Cartage Rate Schedule;
- (b) start and finish times;
- (c) hours worked per day;
- (d) kilometres travelled per day;
- (e) Starting Place and Finishing Place Place;
- (f) remuneration paid; and
- (g) a copy of any written contract entered into with the Contract Carrier; and
- (h) all trip schedules and driver rosters; and
- (i) all safe driving plans and risk assessments that relate to the fatigue of road transport drivers; and
- (j) all reported breaches and suspected breaches of the fatigue management law, including breaches and suspected breaches identified by the Principal Contractor; and
- (k) all breaches of fatigue management laws investigated by the Principal Contractor, the outcome and any remedial action taken.

## 29.2 Maintenance of Records

The Principal Contractor must maintain all the records arising from clause 29.1 for a period of seven years.

## 29.3 Contract Carrier to Assist

- (a) A Contract Carrier must do all things reasonably directed by the Principal Contractor to gather and record the information referred to in clause 29.1.
- (b) A Principal Contractor must not be liable for breach of this clause 29 because of the failure of a Contract Carrier to comply with clause (a).

## **30. Leave Reserved**

- (a) Leave is reserved to any party to this Determination to make application to the IRC to vary this Determination so as to provide for toll charges.
- (b) Leave is reserved to any party to this Determination to apply to vary the Determination in respect of rates of remuneration and related matters.
- (c) Leave is reserved to any party covered by this Determination to make an application to vary the conditions or rates of pay for "Long Distance Work" within the meaning of clause 13 of the Transport Industry (State) Award (Serial C7740).
- (d) Leave is reserved to any party covered by this Determination to apply to vary the application of this Determination in respect of the transport of pre-fabricated construction materials to and from construction sites.

## **SCHEDULE A - RATES OF REMUNERATION**

- 1. It is expressly noted that the rates of remuneration in Schedules A and D have taken into account, and include payment, for the following factors:
  - (a) 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.
  - (b) Overtime - in excess of 40 hours each week.
  - (c) Annual Leave.
  - (d) Long Service Leave.
  - (e) Public Holidays.
  - (f) Picnic Day.
  - (g) Sick Leave.
  - (h) Return on capital invested.
  - (i) Depreciation.
  - (j) Lease Costs.
  - (k) Registration and compulsory third party insurance.
  - (l) Comprehensive insurance.

- (m) Public liability insurance.
- (n) Personal accident insurance.
- (o) Administrative overheads.
- (p) Fuel.
- (q) Oil.
- (r) Tyres.
- (s) Repairs and maintenance.
- (t) Industry - specific allowances.

2. 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.

3. If a carrier is:

- (a) ineligible to apply for the rebate pursuant to the scheme; or
- (b) has not been requested to apply for the rebate pursuant to the scheme; or
- (c) has become ineligible to claim a rebate pursuant to the scheme; or
- (d) 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.

4. 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.

A.1 Where the Commonwealth Government’s fuel tax credit subsidy is applicable

Class of Vehicle	Vehicle Age					
	CURRENT RATES					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 years)		Scale C (over 3 years)	
Rigid Vehicles Carrying Capacity	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						
Over 2 to 5 Tonnes	37.73	0.4329	33.13	0.4643	26.58	0.4649
Over 5 to 8 Tonnes	44.62	0.5991	37.94	0.6018	28.54	0.6022
Over 8 to 10 Tonnes	52.15	0.7325	43.24	0.7409	36.58	0.7412
Over 10 to 12 Tonnes	69.72	1.0312	54.72	1.0197	44.46	1.0210
Over 12 to 14 Tonnes	90.42	1.2963	68.37	1.2958	53.64	1.2973
Over 14 Tonnes +	100.79	1.5384	75.38	1.5248	57.52	1.5266
Single Axle Prime Mover	73.02	1.3995	57.18	1.4059	46.66	1.4071
Bogie Axle Prime Mover	103.57	1.6107	77.39	1.6095	58.95	1.6112

A.2 Where the Commonwealth Government's fuel tax credit subsidy does not apply

Class of Vehicle	Vehicle Age					
	CURRENT RATES					
	Scale A (Up to 1 year)		Scale B (over 1 year, up to 3 years)		Scale C (over 3 years)	
Rigid Vehicles Carrying Capacity	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	33.35	42.56	28.80	43.09		
Over 2 to 5 Tonnes	37.73	49.00	33.09	49.08	26.59	49.14
Over 5 to 8 Tonnes	44.62	63.08	37.89	63.53	28.54	60.21
Over 8 to 10 Tonnes	52.15	76.64	43.18	77.97	36.58	74.25
Over 10 to 12 Tonnes	69.72	108.71	54.65	106.61	44.46	102.56
Over 12 to 14 Tonnes	90.42	136.28	68.26	136.50	53.64	129.78
Over 14 Tonnes +	100.79	162.38	75.26	160.21	57.52	152.96
Single Axle Prime Mover	73.03	147.36	57.10	148.36	46.66	140.72
Bogie Axle Prime Mover	103.57	169.54	77.28	169.36	58.95	161.32

## SCHEDULE B - RATES OF REMUNERATION

### B.1 Hourly and kilometre rates-new vehicles

B.1.1 A contract carrier performing work using a vehicle which is less than six years old must be paid at least the hourly and kilometre rates set out in the following table (rounded up to the nearest half hour, nearest kilometre and nearest cent). For the avoidance of confusion, the per kilometre rate payable is the Running Rate. The Running Rate is the total of the "Per km excluding fuel component" and the "Per km fuel component". The "Per km excluding fuel component" and the "Per km fuel component" columns have been included for ease of reference when updating rates.

Class of Vehicle	Per hour	Running Rate (\$/km)	Per km excluding fuel component running Rate for the purposes of Schedule C (\$/km)	Per km fuel component of the running rate for the purposes of Schedule C
	\$	\$	\$	\$
Rigid-carrying capacity up to and including 2 tonnes				
Rigid-carrying capacity over 2 and including 5 tonnes	43.03	0.25	0.11	0.14

Rigid-carrying capacity over 5 and including 8 tonnes	48.83	0.28	0.12	0.16
Rigid-carrying capacity over 8 and including 10 tonnes	54.87	0.37	0.13	0.24
Rigid-carrying capacity over 10 and including 12 tonnes	56.04	0.41	0.17	0.24
Rigid-carrying capacity over 12 and including 14 tonnes	56.57	0.45	0.16	0.29
Rigid-carrying capacity over 14 tonnes or more	59.80	0.49	0.18	0.31
Single Axle Prime Mover	60.76	0.45	0.13	0.32
Bogie Axle Prime Mover	65.60	0.56	0.17	0.39

## B.2 Hourly and kilometre rates - not new vehicles

B.2.1 A contract carrier performing work using a vehicle which is six or more years old must be paid at least the hourly and kilometre rates set out in the following table (rounded up to the nearest half hour, and nearest kilometre). For the avoidance of confusion, the per kilometre rate payable is the Running Rate. The Running Rate is the total of the "Per km excluding fuel component" and the "Per km fuel component". The "Per km excluding fuel component" and the "Per km fuel component" columns have been included for ease of reference when updating rates.

Class of Vehicle	Per hour \$	Running Rate (\$/km)	Per km excluding fuel component running Rate for the purposes of Schedule C (\$/km)	Per km fuel component of the the running rate for the purposes of Schedule C (\$/km)
Rigid-carrying capacity up to and including 2 tonnes				
Rigid-carrying capacity over 2 and including 5 tonnes	39.99	0.31	0.17	0.14
Rigid-carrying capacity over 5 and including 8 tonnes	44.41	0.35	0.19	0.16
Rigid-carrying capacity over 8 and including 10 tonnes	47.81	0.44	0.20	0.24
Rigid-carrying capacity over 10 and including 12 tonnes	52.16	0.48	0.24	0.24
Rigid-carrying capacity over 12 and including 14 tonnes	52.11	0.47	0.23	0.24
Rigid-carrying capacity over 14 tonnes or more	53.27	0.56	0.25	0.31
Single Axle Prime Mover	50.96	0.51	0.20	0.31
Bogie Axle Prime Mover	54.98	0.61	0.24	0.37

**B.3 Trailer allowances**

B.3.1 A Contract Carrier who in order to perform a contract of carriage is required by the Principal Contractor to supply and tow a trailer of the kind described in the Trailer Type column below must be paid the following amounts (rounded up to the nearest half hour, and nearest kilometre):

Trailer Type	Per Hour \$	Per kilometre (\$/km)
Semi-trailer	7.22	0.1409
B-Double lead trailer	6.53	0.1409
Refrigerated trailer	10.97	0.1409

**B.4 NHVR Training and Accreditation**

B.4.1 NHVR Training and Accreditation System Set Up

B.4.2 The lump sum allowance referred to in clause 22.2 is \$6,550.00.

B.4.3 The allowance referred to in clause 22.3 is (rounded up to the nearest half hour):

Class of Vehicle	Per hour \$
Bogie Axle Prime Mover	0.40
Single Axle Prime Mover	0.40
Rigid-carrying capacity over 14 tonnes or more	0.40
Rigid-carrying capacity over 12 and including 14 tonnes	0.40
Rigid-carrying capacity over 10 and including 12 tonnes	0.40
Rigid-carrying capacity over 8 and including 10 tonnes	0.40
Rigid-carrying capacity over 5 and including 8 tonnes	0.40
Rigid-carrying capacity over 2 and including 5 tonnes	0.40
Rigid-carrying capacity less than 2 tonnes	0.40

**B.5 Blue Card**

B.5.1 A Contract Carrier who in order to perform a Contract of Carriage is required to obtain a blue card (or equivalent), after this Determination has come into operation, shall be paid the following amounts (rounded up to the nearest half hour):

Class of Vehicle	Per hour \$
Bogie Axle Prime Mover	0.40
Single Axle Prime Mover	0.40
Rigid-carrying capacity over 14 tonnes or more	0.40
Rigid-carrying capacity over 12 and including 14 tonnes	0.40
Rigid-carrying capacity over 10 and including 12 tonnes	0.40
Rigid-carrying capacity over 8 and including 10 tonnes	0.40
Rigid-carrying capacity over 5 and including 8 tonnes	0.40
Rigid-carrying capacity over 2 and including 5 tonnes	0.40
Rigid-carrying capacity less than 2 tonnes	0.40

B.5.2 However, a Principal Contractor will not be required to make any such payment in circumstance where the Principal Contractor has previously paid for a Contract Carrier to obtain the appropriate blue card (or equivalent).

**B.6 Workware and PPE**

B.6.1 A Contract Carrier who, in order to perform a contract of carriage, is required by a Principal Contractor to wear certain type of workware and/or personal protective equipment shall be paid the following amounts:

B.6.2 A Principal Contractor will not be required to make any such payment in circumstance where the Principal Contractor provides the Contract Carrier with the certain type of workware and/or personal protective equipment

**B.7 Additional amounts**

**B.7.1 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 must be paid \$4.11 per day or part day during which the equipment is used for the purpose of the Contract of Carriage.

**B.7.2 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 must be paid \$3.08 per day or part day during which the equipment is used for the purpose of the Contract of Carriage.

**B.7.3 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:

Equipment type	Per day \$
Rear-Lift Platform up to and including 3,000 lbs capacity	4.92
Rear-Lift Platform up to and including 6,000 lbs capacity	6.75
Side loading device	21.71

**SCHEDULE C - PROCEDURE AND TIME FOR ADJUSTMENTS OF RATES**

**C.1 Procedure for adjustment of rates**

C.1.1 The rates prescribed in Schedules A, B and D shall be adjusted with effect from 1 June and 1 December each year or as provided in this Schedule.

C.1.2 The union shall make application to the IRC 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.

C.1.3 The parties to this determination shall confer with a view to reaching agreement on the variation. In the absence of agreement the rates and amounts shall be determined by the IRC in accordance with the Method of Adjustment outlined in this Schedule.

C.1.4 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.

C.1.5 Each variation after the first variation shall be based upon the rates and amounts in the immediately preceding variation.

C.1.6 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.

C.1.7 The components of remuneration shall be adjusted upwards or downwards according to the following schedule:

Component	Method of Adjustment
1. Total Labour Costs	Adjust according to the actual percentage change in the Minimum Weekly Rate for the relevant Transport Worker Grade in the Road Transport and Distribution Award 2010.
2. Fuel	Adjust according to the percentage change in the Australian Institute of Petroleum NSW State weekly average for the retail price of diesel, excluding GST.
3. Capital	Adjust by reference to the average percentage change in the TransEco Road Freight Cost Indices Report: Shorthaul cost change of Capital.
4. Service and Parts	Adjust by reference to the average percentage change in the TransEco Road Freight Cost Indices Report: Shorthaul cost change of Maintenance.
5. Registration, Licensing and Insurances	Adjust by reference to the average percentage change in the TransEco Road Freight Cost Indices Report: Shorthaul cost change of Insurance.
6. Training and compliance	Adjust by reference to the average percentage change in the TransEco Road Freight Cost Indices Report: Shorthaul cost change of Admin.
7. Miscellaneous Fixed Costs	Adjust by reference to the average percentage change in the TransEco Road Freight Cost Indices Report: Shorthaul cost change of Admin.

## C.2 Cost Recovery for variations in the Price of fuel

C.2.1 Due to the changeable nature of the pricing of fuel, including 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.

C.2.2 Any party to this determination may make an application to the IRC 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 become operative is at least one calendar month after the last occasion upon which a fuel rate adjustment became operative;
- (b) 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
- (c) the 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.

C.2.3 The parties to this determination shall take all necessary steps to enable an application made pursuant to this Schedule to be heard and determined at the earliest possible time, including but not limited to, consenting to have the IRC hear and determine any such application within 48 hours from the initial listing of the application.

**SCHEDULE D - WATERFRONT AND CONTAINER DEPOTS**

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 conditions provided for by this Contract Determination but in substitution for the rates in Schedules A, B and E
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:
  - (a) Where:
    - (i) a carrier performs a contract of carriage within the area, incidence and duration of this determination; and
    - (ii) 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
    - (iii) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor
    - (iv) 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.
  - (b) If a carrier is:
    - (i) ineligible to apply for the rebate pursuant to the scheme; or
    - (ii) has not been requested to apply for the rebate pursuant to the scheme; or
    - (iii) has become ineligible to claim a rebate pursuant to the scheme; or
    - (iv) the scheme is abolished
    - (v) then the principal contractor shall pay the amount appearing in the column headed "Rate B" for the appropriate vehicle classification of the performance of that contract of carriage.
  - (c) Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to subclause 2(ii) of this Schedule.

Class of Vehicle	Rate A	Rate B
Rigid Vehicle	Subsidy	No Subsidy
Not less than 8 and not greater than 10 tonnes	48.17	48.76
Not less than 10 and not greater than 12 tonnes	58.65	59.39
Not less than 12 and not greater than 14 tonnes	70.34	71.39
Not less than 14 tonnes	77.50	78.71
Single Axle Prime Mover	66.36	67.55
Bogie Axle Prime Mover	79.81	81.12

The above rates of remuneration are calculated from "Scale D" (as provided for in the table headed Schedule A, Vehicle Rates, appearing in Schedule A, 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	\$53.51 per day	\$52.20 per day
40 ft General Purpose trailer	\$53.51 per day	\$52.20 per day
Dog or Pig trailer	\$40.05 per day	\$39.07 per day
Pup trailer	\$26.75 per day	\$26.10 per day
20 ft Skel trailer	\$48.16 per day	\$46.99 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	\$2.80 per hour	\$2.73 per hour
Dog/Pig trailer	\$5.48 per hour	\$5.35 per hour
Pup trailer	\$4.04 per hour	\$3.94 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 3, Savings clause, of this this Determination shall apply to the above rates and conditions.

**SCHEDULE E -ADDITIONAL ALLOWANCES**

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	\$20.24 per day
Dual Axle	\$26.54 per day
Tri Axle	\$32.65 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:

\$4.11 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:

\$3.08 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:	\$4.92 per day
Up to and including 6,000 lbs. capacity:	\$6.75 per day.
Side-Loading Devices:	\$21.71 per day

## **SCHEDULE F- NOMINATED CONTRACT DETERMINATIONS**

### **The Nominated Contract Determinations are:**

1. Transport Industry - Car Carriers (N.S.W.) Contract Determination;
2. Transport Industry - Concrete Haulage Contract Determination;
3. Transport Industry - Excavated Materials Contract Determination;
4. Transport Industry - Quarried Materials Contract Determination;
5. Transport Industry - Waste Collection and Recycling Contract Determination;
6. Hanson Construction Materials Pty Limited Concrete Carriers Contract Determination;
7. Transport Industry - Courier and Taxi Truck Contract Determination;
8. Transport Industry - Concrete Haulage - Mini Trucks Contract Determination;
9. Transport Industry - Readymix Holdings Pty Ltd Concrete Cartage Contract Determination;
10. Boral Transport Limited Haulier Contract Determination;
11. CEVA Logistics (Australia) Pty Ltd (NSW Vehicle Logistics Local Fleet) Contract Determination;
12. Readymix Holding Pty Ltd Sydney Concrete Carriers Contract Determination;
13. Readymix Holdings Pty Ltd Country Concrete Carriers Contract Determination;
14. Transport Industry - Quarried Materials, &c., Carriers Interim Contract Determination;
15. Australian Liquor Marketers Pty Limited Carriers Contract Determination;
16. Boral Country - Concrete and Quarries Contract Determination;
17. Boral Resources (NSW) Pty Limited Sydney Metropolitan Concrete Contract Determination;
18. Transport Industry - Metromix Concrete Haulage Contract Determination;
19. Transport Industry - Allied Express TWU Interim Contract Determination;

20. Couriers Please Pty Ltd Contract Determination;
21. Transport Industry - Mayne Logistics Contract Determination;
22. Transport Industry - Penrith City Council Contract Determination;
23. Boral GST Protocol (Facilitation and Compliance) Contract Determination;
24. TNT Domestic & International Express Ancillary Contract Determination, The;
25. Transport Industry - Courier and Taxi Truck (Superannuation) Contract Determination;
26. Superior Premix Contract Determination No. 2;
27. Superior Premix Contract Determination - Blacktown City Council Project;
28. Transport Industry - General Carriers (The Smith Family) Contract Determination;
29. Boral Transport Limited Quarried Materials Minimum Load Contract Determination; and
30. Monier Roofing Limited and Reliance Roof Tiles Pty Ltd Contract Determination.

SERIAL C8683

**ENTERPRISE AGREEMENTS APPROVED  
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA17/01 - New South Wales Institute of Sport Enterprise Agreement 2017 - 2019**

**Made Between:** Office of Sport -&- Employees of the New South Wales Institute of Sport Consultative Committee.

**New/Variation:** New.

**Approval and Commencement Date:** 1 January 2017

**Description of Employees:** The agreement applies to all employees employed by NSW Institute of Sport in classifications graded from Grade 1 through to Grade 4, located at Level 1 6B Figtree Drive, Sydney Olympic Park NSW 2127 who fall within the coverage of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

**Nominal Term:** 36 Months.

**EA17/02 - Tweed Shire Council Buyout of Sick Leave Payout Entitlements Enterprise Agreement 2016**

**Made Between:** Tweed Shire Council -&- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; Development & Environmental Professionals Association of New South Wales and Local Government Engineers Association.

**New/Variation:** New.

**Approval and Commencement Date:** 23 December 2016.

**Description of Employees:** The agreement applies only to pre 15 February 1993 employees employed by Tweed Shire Council located at 10-14 Tumbulgum Road, Murwillumbah NSW 2484, with continuous service of employment since that date, who have a preserved entitlement under Council Policy for the payout of untaken sick leave upon age retirement, who fall within the coverage of the Local Government (State) Award 2014.

**Nominal Term:** 36 Months.