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INDUSTRIAL GAZETTE

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(429)

SERIAL C6249

PRIVATE PATHOLOGY LABORATORIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 743 and 1909 of 2007)

Before Commissioner Connor

31 October 2007

REVIEWED AWARD**PART A****1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Anti Discrimination
3.	Definitions
4.	Wages
5.	No Extra Claims
6.	Enterprise Consultation
7.	Contract of Employment
8.	Redundancy
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PART B

MONETARY RATES

Table 1 - Wages

Table 2 - Allowances

Schedule A

Schedule B

2. Anti Discrimination

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

NOTES:

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

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

3. Definitions

- (i) "Union" means the Liquor Hospitality and Miscellaneous Union, New South Wales Branch.
- (ii) "Full-time Employee" means an employee engaged and paid by the week or fortnight or four weeks or month, as the case may be, who is rostered to work the ordinary hours prescribed by subclause (i) of clause 9, Hours.

- (iii) "Part-time Employee" means an employee engaged and paid as such by the week or fortnight who is required to work not less than 3 hours per week and not more than an average of 38 ordinary hours per week.
- (iv) "Casual Employee" means an employee engaged and paid as such but shall not include an employee working an average of thirty-eight ordinary hours or more per week, subject to the provisions of clause 21, Casual Employees.
- (v) "Pathology Aide - Laboratory" means a person employed as such who is engaged in any or all of the following duties: preparation, separation and processing of specimens, washing glassware, filing, media making, solution preparation, sorting, dispatch, delivery and collection of mail and specimens, distribution of specimens, general laboratory work, VDU terminal work and packing and dispatching collection materials and equipment; or who is engaged in other duties of a similar nature, as directed, and shall be classified as one of the following grades by the employer:

Grade 3 - On commencement.

Grade 2 - After satisfactorily completing twelve months full-time or equivalent service at Grade 3.

Grade 1 - Is appointed as a senior employee who works independently and solves problems as a regular and substantial part of the employee's duties.

- (vi) "Pathology Aide - Ancillary" means a person employed as such engaged in work not otherwise classified herein, including work in or in connection with cleaning, gardening, maintenance of premises or machinery or equipment, motor vehicle maintenance or repair, stores and warehouse work, and shall be classified as one of the following grades by the employer:

Grade 3 - On commencement.

Grade 2 - After satisfactorily completing twelve months full-time or equivalent service at Grade 3.

Grade 1 - Is appointed to a position as a senior employee who works independently and solves problems as a regular and substantial part of the employee's duties.

- (vii) "Pathology Aide - Courier" means a person employed as such who holds a current driver's licence and who is engaged principally in courier duties and performs other duties as directed.

- (viii) "Pathology Collector" means a person employed as such engaged in collecting pathology specimens and performing procedures in accordance with practice instructions; the care, storage and processing of all such pathology specimens; the timely dispatch of pathology specimens to the laboratory; the accurate recording of information relating to patients and specimens in accordance with practice instructions; operating VDUs; attending to the well-being of patients; liaising with referrers/referees; receiving payments of accounts, and shall be classified as one of the following grades by the employer:

Grade 4 - Is in training and receiving detailed instructions on the work to be performed and is acquiring skills in all aspects of specimen collection, containerisation, labelling, transporting and storage; patient identification and well-being; related clerical work, and/or requires supervision on the work to be performed. A Grade 4 collector will remain on this classification for a period of three months whilst training is undertaken. A person employed with previous experience in pathology specimen collection will be reviewed after a period of four weeks as a Pathology Collector Grade 4 for possible appointment to Pathology Collector Grade 3.

Grade 3 - Is proficient in all aspects of routine pathology collection required by the practice and is capable of working in any of the practice's centres.

Grade 2 - Is appointed to carry out more complex procedures and tasks than Grade 3.

Grade 1 - Is appointed to a position as an Educator or as a Co-ordinator of a number of collection centres, usually with five or more years suitable experience as a pathology collector, and in doing so is capable of relieving the area supervisor in all aspects of the supervisor's work.

- (ix) "Practice Trainee" - Means a Trainee Scientific Officer or Trainee Technical Officer employed as such who undertakes an appropriate course of study required by the employer as part of the employee's employment. Progress through the stages and payment at the next stage shall be based on satisfactory academic and work performance. The top of the wage rate scale for a Practice Trainee Technical Officer shall be at Stage 4 of the appropriate wage rate scale as set out in Table 1 - Wages, of Part B, Monetary Rates.
- (x) "Technical Officer" - Means a person employed as such who holds the Pathology Technician's Certificate, an Associate Diploma of Medical Technology, or other qualification acceptable to the employer, and shall be classified as one of the following grades by the employer:

Grade 4 - Means a qualified Technical Officer who has not previously worked in providing pathology services either as a Practice Trainee or otherwise for a period of at least two years. A Grade 4 employee shall be paid on commencement at Grade 4.2 and after twelve months satisfactory full-time or equivalent service shall be paid at Grade 4.1. After twelve months satisfactory full-time or equivalent service at Grade 4.1 the employee shall progress to Grade 3.3.

Grade 3 - Means a qualified Technical Officer who is capable of working competently in the various pathology laboratory departments where the employee may be required by the employer to rotate or to hold a particular position and who is competent to perform testing on the routine instrumentation of those departments to which the employee is assigned without direct supervision. A Grade 3 employee shall be paid on commencement at Grade 3.3 and after twelve months satisfactory full-time or equivalent service shall be paid at Grade 3.2 and after a further twelve months satisfactory full-time or equivalent service and thereafter shall be paid at Grade 3.1.

Grade 2 - Means a qualified Technical Officer employed as such who has usually satisfactorily completed a minimum of four years full-time or equivalent service as a Technical Officer Grade 3, is competent in routine laboratory skills and is responsible for the competent management, maintenance and quality assurance of instrumentation and who may be required to supervise the work of other laboratory personnel in their daily routine. A Grade 2 employee shall be paid at Grade 2.2 on commencement and after two years satisfactory full-time or equivalent service shall be paid at Grade 2.1.

Grade 1 - Means a qualified Technical Officer appointed as such who has satisfactorily completed a minimum of three years full-time or equivalent service as a Technical Officer Grade 2 and shall be paid at Grade 1.2 on commencement. After three years satisfactory full-time or equivalent service an employee shall be eligible to be paid at Grade 1.1 on performance.

- (xi) "Scientific Officer" Means a person employed as such who possesses one of the following qualifications:
- (a) a degree in science, applied science or medical technology awarded after not less than 3 years full-time study or an equivalent period of part-time study, in subjects relevant to the field of pathology at a university or other tertiary institution in Australia; or
 - (b) an associate qualification conferred by the Australian Institute of Medical Technologists prior to 1 January 1974; or
 - (c) a qualification which the employer is satisfied is equivalent to a qualification in paragraphs (a) or (b), and which will enable the person to assist in the rendering of pathology services in the private pathology laboratory within which the person is employed.

Provided that all Scientific Officers as defined shall be classified by the employer as one of the following grades:

Grade 4 - Means a qualified Scientific Officer as defined in paragraphs (a), (b) or (c) of this subclause who has not previously worked in the provision of pathology services for an employer either as a Practice Trainee or otherwise for a period of at least two years. A Grade 4 employee shall be paid on commencement at Grade 4.2 and after twelve months satisfactory full-time or equivalent service shall be paid at Grade 4.1. After twelve months satisfactory full-time or equivalent service at Grade 4.1 the employee shall be paid at Grade 3.3.

Grade 3 - Means a qualified Scientific Officer who is capable of working competently in scientific work of a professional nature in the various pathology laboratory departments, where the employee may be required by the employer to rotate or to hold a particular position and is competent to manage the work to which the employee is assigned, or as supervised by a Scientific Officer Grade 2 or Grade 1. A Grade 3 employee shall be paid on commencement at Grade 3.3; after twelve months satisfactory full-time or equivalent service shall be paid at 3.2, and after a further twelve months satisfactory full-time or equivalent service and thereafter shall be paid at Grade 3.1.

Grade 2 - Means a qualified Scientific Officer appointed as such who has usually satisfactorily completed a minimum of four years full-time or equivalent service as a Scientific Officer Grade 3 and who may be required to supervise the work of other laboratory personnel. A Grade 2 employee shall be paid at Grade 2.2 on appointment and after two years satisfactory full-time or equivalent service shall be paid at Grade 2.1.

Grade 1 - Means a qualified Scientific Officer appointed as such who has satisfactorily completed a minimum of three years full-time or equivalent service as a Scientific Officer Grade 2 and shall be paid at Grade 1.2 on appointment. After three years satisfactory full-time or equivalent service at Grade 1.2 an employee shall be eligible to be paid Grade 1.1 on performance.

4. Wages

- (i) The minimum rates of pay for weekly employees in the classifications prescribed by this award shall be as set out in Table 1 Wages, of Part B, Monetary Rates, and the rates for allowances shall be as set out in Table 2 Allowances, of the said Part B.
- (ii) Junior Pathology Aides - Laboratory

The minimum rates of pay for Junior Pathology Aides Laboratory shall be as set out in the following table:

Appropriate Classification	Base Grade Rate Percentage
At 16 years of age and under	75
At 17 years of age	80
At 18 years of age	85
At 19 years of age	90
At 20 years of age	95

- (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.

5. No Extra Claims

It is a term of this award (arising from the decision of the Industrial Commission in Court Session in the State Wage Case of 29 May 1991) that the Union undertakes, for the duration of the principles determined by that decision, not to pursue any extra claims, award or overaward, except when consistent with those principles.

6. Enterprise Consultation

Enterprises covered by this award shall establish a consultative mechanism and procedures appropriate to their size, structure and needs for consultation and negotiation on matters affecting their efficiency and productivity.

7. Contract of Employment

- (i) Employees under this award shall be engaged as full-time employees or part-time employees or casual employees.
- (ii) The rostered times of ordinary hours of work, once notified, shall not be changed, except by a week's notice or with the consent of the employee to an earlier change. Where the employer requests the change without the employee's consent to the change, the employee shall be paid at overtime rates for the hours worked outside the previously rostered times for the period of the notice.
- (iii) The employment of an employee other than a casual shall be terminated only by one week's or one fortnight's notice on either side or by the payment by the employer or forfeiture by the employee of one week's or one fortnight's wages in lieu of notice.
- (iv) Notwithstanding the foregoing provisions, the employer may dismiss the employee at any time for misconduct or wilful disobedience and then shall be liable for payment up to the time of dismissal only.
- (v) On the termination of employment the employer shall, at the request of the employee, give such employee a statement signed by the employer stating the period of employment and when the employment terminated.
- (vi) Employment of full-time and part-time employees during the first three calendar months of employment shall be probationary and either party may terminate the employment during this period by one day's notice.
- (vii) Study Time - Practice Trainees shall be granted such time off as necessary for the purposes of attending employer approved courses of study relevant to their employment, including examination times, without reduction of the weekly rate of pay prescribed in Table 1 - Wages, of Part B, Monetary Rates. Such study time shall include a day off for each examination.
- (viii) Employees shall be paid for attendances at such conferences, seminars or workshops that occur during ordinary working time where such attendances are authorised by the employer and where the subject matter of such conferences, seminars or workshops is directly related to the employee's employment.
- (ix) Employees classified under this award as defined in subclauses (v) to (xi) inclusive of Clause 3, Definitions, shall be advised in writing by the employer of their classification and grading on commencement of employment and upon each reclassification or promotion by the employer.
- (x) Practice Trainees shall progress through the wage scale stages set out in the said Table 1 upon satisfactorily completing each stage (year) of their course and performing their work satisfactorily and shall, upon attaining their tertiary qualifications, commence on the base rate of the appropriate scale for qualified Scientific Officer or Technical Officer as set out in the said Table 1. An employer may pay in excess of the prescribed rates for trainees and qualified officers where it is deemed appropriate to do so.
- (xi) Employees covered by this award shall perform all work within their skills and competence, including work which is incidental or peripheral to their main tasks or functions.

8. Redundancy

- (i) Application -
 - (a) This clause shall apply in respect of full-time and part-time employees.

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

Duty to Notify and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.

- (2) The discussions shall take place as soon as practicable after the employer has made a definite decision which will invoke the provision of paragraph (a) Employer's Duty to Notify and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- (3) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iv) Termination of Employment -

- (a) Notice for Changes in Production, Program, Organisation or Structure - This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, program, organisation or structure in accordance with paragraph (a) of subclause (ii) , Introduction of Change.

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

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

- (2) In addition to the notice referred to in sub paragraph (1) of this paragraph, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (3) Payment in lieu of the notice referred to above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(b) Notice of Technological Change -

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from technology in accordance with paragraph (ii)(a) of this clause:

- (1) In order to terminate the employment of an employee the employer shall give to the employee three months' notice of termination.
- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

(c) Time off during the notice period -

- (1) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(d) Employee leaving during the notice period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that, in such circumstances the employee shall not be entitled to payment in lieu of notice.

(e) Statement of Employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

(f) Notice to Centrelink

Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(g) Centrelink Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by Centrelink.

(h) Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii), Introduction of Change, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

(v) Severance Pay -

- (a) Where an employee is to be terminated pursuant to subclause (iv), Termination of Employment; subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service
 - (1) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks

2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

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

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

- (3) "Week's pay" means the all-purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances paid in accordance with this award.

- (b) Incapacity to Pay - Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) of this subclause.

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

- (c) Alternative Employment - Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) of this subclause if the employer obtains acceptable alternative employment for an employee.

- (vi) Savings Provision

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

9. Hours

- (i) The ordinary working hours, exclusive of meal times, shall not exceed an average of 38 per week. Consultation shall occur on the method of implementation of the working week. However, the final choice as to the method of implementation shall rest with the employer. Circumstances may arise where different methods of implementation of the 38 hour week apply to various groups or sections of employees in the establishment.
- (ii) Where ordinary hours are worked:
- (a) between 7.00 a.m. and 9.00 p.m., Monday to Friday inclusive, no loading is payable;
- (b) between 9.00 p.m. and 7.00 a.m., Monday to Friday inclusive, a loading of 15 per cent is payable.

- (iii) A meal break of not less than 30 minutes and not more than one hour shall be allowed for a meal. An employee shall not be required to work for more than five hours without a meal break. Provided that, in emergency circumstances, the meal break may be deferred but must be taken as soon as practicable.
- (iv) Up to two paid tea breaks shall be allowed each day or shift for full-time employees; provided that, the taking of such break(s) shall be subject to the workload of the practice.

10. Saturday and Sunday Work

- (i) Employees required to work their ordinary hours on a Saturday shall be paid for all time so worked at time and one-quarter.
- (ii) Overtime provisions prescribed by clause 11, Overtime and Time Off in Lieu of Overtime, shall apply to employees required to work on a Saturday not part of their ordinary hours.
- (iii) Employees required to work their ordinary hours on a Sunday shall be paid for all time so worked at time and one-half.
- (iv) Employees required to work on a Sunday not part of their ordinary hours shall be paid for all time so worked at double time.

11. Overtime and Time Off in Lieu of Overtime

- (i) Overtime -
 - (a) For all work done by an employee, other than a casual employee, outside ordinary hours or the employee's rostered number of ordinary hours for the day, the rates of pay shall be time and one half for the first two hours and double time thereafter. In calculating overtime each day's work shall stand alone. The hourly rate for overtime shall be calculated by dividing the weekly rate by 38.
 - (b) For all work done by a casual employee in excess of the employee's ordinary hours on a day the rate of pay shall be time and one half for the first two hours and double time thereafter. Overtime shall be calculated on a daily basis.
 - (c) Meal Allowance - An employee required to work overtime, after working ordinary hours, in excess of two hours without being notified the day before or earlier, or where the employee does not live in the vicinity of the laboratory and customarily returns home for meals, shall be paid a meal allowance as set out in Item 1 of Table 2 - Allowances, of Part B, Monetary Rates, for each meal. A further meal allowance shall be paid on the completion of each additional four hours' overtime worked.

- (ii) Time Off in Lieu Of Overtime

Where an employee has performed duty on overtime, the employee may be released from duty for a period not exceeding the period of overtime actually worked, subject to the conditions herein:

- (a) An employee may only be released from duty in lieu of payment for overtime at the request of the employee and with the agreement of the employer. Such agreement shall be in writing and be kept with the time and wages records.
 - (b) An employee may not accumulate more than 20 hours to be taken as leave in lieu of overtime payment and it shall be taken within four weeks of the accrual. The amount of leave not taken can be extended by mutual agreement between the employer and the employee.
- (iii) Subject to subclause (i), an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.

- (a) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (b) For the purposes of subclause (i) what is unreasonable or otherwise will be determined having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of the employee's intention to refuse it; and
 - (v) any other relevant matter.

12. Holidays

- (i) The days on which the following holidays are observed shall be holidays under this award, namely: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day and any day which may hereafter be proclaimed a public holiday throughout the State or any locally proclaimed and observed holiday or another day in lieu thereof.
- (ii) Except as hereinafter provided -
 - (a) employees other than casuals shall be entitled to a holiday (as specified in subclauses (i) and (iii) of this clause) without loss of pay;
 - (b) employees shall be paid at the rate of double time and one-half with a minimum payment of three hours at such rate for all time worked on the above holidays.
- (iii) Notwithstanding any other provision of this clause, where an employee requests and the employer agrees, any or all of the holidays of Good Friday, Easter Saturday, Easter Monday and Christmas Day may be substituted to take into account day(s) of religious significance to the employee.

13. Annual Leave

See *Annual Holidays Act 1944*.

14. Annual Leave Loading

- (i) In this clause the *Annual Holidays Act 1944* is referred to as "the Act".
- (ii) On each anniversary of the employee's commencement of employment with the employer, or when leave is due and taken the employer shall pay the employee a loading determined in accordance with this clause.
- (iii) The loading is the amount payable at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing the employee's annual holiday, but shall not include any allowances, penalty rates, shift allowances, overtime or any other payments prescribed by this award. The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this award.
- (iv) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if the employee had not been on holiday; provided that, if the amount to which that employee would have been entitled by way of shift work allowances and weekend penalty rates for

the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

- (v) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when the employee would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday.

15. Long Service Leave

See *Long Service Leave Act 1955*.

16. Sick Leave

- (i) An employee who, after not less than three months' continuous service with the employer, is unable to attend for duty during the employee's ordinary working hours by reason of personal illness or incapacity not due to the employee's own serious or wilful misconduct, shall be entitled to be paid at the ordinary-time rate of pay for the time of such non-attendance, subject to the following conditions and limitations:
- (a) The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to payment under the *Workers Compensation Act 1987* or the *Workplace Injury Management and Workers Compensation Act 1998*.
 - (b) The employee shall, as soon as reasonably practicable and prior to the commencement of such absence, inform the employer of the employee's inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated duration of the absence.
 - (c) The employee shall furnish to the employer such evidence as the employer may require that the employee was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed; provided that a statutory declaration shall be accepted in respect of any single-day absences, but not more than five such absences in any one year.
 - (d) Subject to the provisions of paragraph (c) of this subclause, an employee who takes sick leave during the first three months of employment shall be paid for such leave at the conclusion of the said three months.
 - (e) Subject to the provisions of this clause, the employee shall be entitled to eight days' sick leave for each year of employment.
- (ii) Cumulative Sick Leave: The rights under this clause shall accumulate from year to year so that any part of an entitlement which has not been allowed in any year may be claimed by the employee and shall be owed by the employer in any subsequent year of employment.
- (iii) Definition of Continuous Service:

For the purpose of this clause, continuous service shall be deemed not to have been broken by -

- (a) any absence from work on leave granted by the employer; or
- (b) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall in each case be upon the employee); provided that time so lost shall not be taken into account in computing the qualifying period of three months.

17. Personal/Carer's Leave**(i) Use of Sick Leave**

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 17(i)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 16, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who will require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The employee shall, if required,
- (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

(c) The entitlement to use sick leave in accordance with this subclause is subject to:

- (i) the employee being responsible for the care and support of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 1. "relative" means a person related by blood, marriage or affinity;
 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

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

Where the parties are unable to reach agreement the disputes procedure at Clause 30, Grievance and Industrial Disputes Procedure, should be followed.

(ii) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 17(i)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

(iii) Annual Leave

(a) An employee may elect with the consent of the employer to take annual leave not exceeding ten days in single day periods, or part thereof, in any calendar year at a time or times agreed by the parties.

(b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.

(c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences or part thereof, until at least five consecutive annual leave days are taken.

(d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

(iv) Time Off in Lieu of Payment for Overtime

(a) For the purpose only of providing care and support for a person in accordance with subclause (i) of this clause, and despite the provisions of clause 11, Overtime and Time Off in Lieu of Overtime the following provisions shall apply.

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

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

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

(e) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

(v) Make-up Time

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

(b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

- (vi) Rostered Days Off
 - (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.
- (vii) Personal Carers Entitlement for casual employees -
 - (1) Subject to the evidentiary and notice requirements in 17(i)(b) and 17(i)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 17(i)(c)(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or at the birth of a child.
 - (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work.. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

18. Bereavement Leave

- (i) An employee other than a casual employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in (iii) below.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Clause 17, Personal/Carer's Leave of this award provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under Clause 17, Personal/Carer's leave of this award. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in 18(ii) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 17(i)(c)(ii) of Clause 17, Personal/Carer's Leave.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not

be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

18A. Parental Leave

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

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

- (3) Right to request

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

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

to assist the employee in reconciling work and parental responsibilities.

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

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

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

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

- (4) Communication during parental leave

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

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

19. Jury Service

- (i) An employee shall be allowed leave of absence during any period when required to attend for jury service.
- (ii) During such leave of absence, an employee shall be paid the difference between the jury service fees received and the normal rate of pay as if working.
- (iii) An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service, and shall give the employer notice of such requirement as soon as practicable after receiving notification to attend for jury service.

20. Part-Time Employees

Part-time employees may be employed under the terms of this award, subject to the following conditions -

- (i) The definition of a part-time employee as contained in clause 3, Definitions.
- (ii) That the provisions prescribed for employees employed under this award are applied to such employees on a pro rata basis.
- (iii) Part-time employees shall be paid one thirty-eighth of the appropriate weekly rate for each hour worked, provided that a minimum payment of three hours shall be made for each start.
- (iv) Part-time employees may be engaged on broken shifts by mutual agreement and shall be paid a three-hour minimum payment for each start.

21. Casual Employees

Casual employees may be employed under the terms of this award subject to the following conditions:

- (i) The definition of a casual employee as contained in clause 3, Definitions.
- (ii) The ordinary hourly rate for a casual employee shall be one thirty-eighth of the appropriate weekly rate as set out in Table 1 Wages, of Part B, Monetary Rates, plus 15 per cent for each hour worked, provided that there shall be a minimum payment of three hours for each start.
- (iii) In addition to the ordinary hourly rate prescribed in subclause (ii) of this clause, a casual employee shall be entitled to one-twelfth of the ordinary hourly rate as entitlement to pro rata annual leave and shall be paid such an amount at the same time as prescribed for the payment of wages in clause 26, Payment of Wages, provided that that time shall be no later than on a weekly or fortnightly basis (dependent upon the employer's pay period).

22. On-Call Allowance

- (i) Where an employee is on call, and is not called out, the employee shall be paid an on-call allowance as set out in Item 2 of Table 2 Allowances, of Part B, Monetary Rates, for each day or shift, Monday to Saturday, inclusive, and shall be paid an on-call allowance as set out in Item 3 of the said Table 2 for Sundays.
- (ii) In lieu of the foregoing allowances specified in subclause (i) of this clause, an employee shall be paid at overtime rates for all time worked on call, with a two-hour minimum payment calculated from the time the employee leaves home until the employee's return at the appropriate rate and shall be paid an allowance in accordance with clause 24, Locomotion Allowance, where the employee uses the employee's own vehicle whilst on call.

23. Travelling Time and Expenses

Where an employee is sent to work from an employer's recognised place or places of business the employer shall pay all travelling time from such place or places of business to the job, and if the employee is required to return the same day to the employer's place or places of business, the employer shall pay travelling time to the recognised place or places of business. An employee sent for duty to a place other than the employee's regular place or places of duty or required to attend a court of inquiry in connection with the employee's employment shall be paid reasonable authorised expenses.

24. Locomotion Allowance

- (i) Where an employee is required by the employer to use a motor vehicle (including a motor cycle), such vehicle shall be supplied and maintained by the employer, but where an employee, by arrangement with the employer, provides the employee's own vehicle the employee shall, in addition to all payments otherwise due, be paid an allowance per kilometre as set out in Item 4 of Table 2 Allowances, of Part B, Monetary Rates.
- (ii) The running charges specified in this clause shall be payable for the actual number of kilometres travelled by the employee's vehicle each week in connection with the employee's employment.

25. First-Aid Allowance

Where an employee is a qualified first-aid attendant and is appointed to carry out the duties of a qualified first-aid attendant, the employee shall be paid an additional amount per week as set out in Item 5 of Table 2 Allowances, of Part B, Monetary Rates.

26. Payment of Wages

- (i) Unless an employee requests fortnightly payment of wages, the employer shall pay wages and other monies due to employees weekly, fortnightly, four-weekly or monthly, depending on the employer's pay period, and the time of payment shall not be more than three working days from the time when such wages become due. An employer may pay in cash or by cheque or electronic transfer; provided that payment other than in cash shall not remove the obligation to pay as prescribed herein.
- (ii) Notwithstanding the foregoing, wages and other monies due to part-time or casual employees shall be paid weekly or fortnightly.

27. Union Dues

- (i) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
 - (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;

- (b) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
 - (c) deduction of Union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
 - (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
 - (iii) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
 - (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
 - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
 - (iv) Where the employee has already authorised the deduction of Union membership fees in writing 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 commence or continue.
 - (v) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly, or quarterly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
 - (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
 - (vii) Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns from membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of union membership fees to cease.

28. Secure Employment

- (a) Objective of this Clause

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

- (b) Casual Conversion

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

- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains their right of election under this subclause if the employer fails to comply with the notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that the employee seeks to elect to convert the ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert the employee's ongoing contract of employment from full-time employment or part-time employment will be deemed to have elected against such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have their contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours of work that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part-time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

- (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause

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

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

29. Superannuation

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

Subject to the requirements of this legislation, superannuation contributions must be made to an approved fund as defined in 29.2 (b).

29.2 Definitions

- (a) "Ordinary-time earnings" means the weekly rate of pay for the employee's classification as set out in Table 1 - Wages, and Table 2 - Allowances, of Part B, Monetary Rates (including allowances and weekend penalties on ordinary hours and any over award payments), for ordinary hours of work.

- (b) "Approved Fund"
- (1) means "HESTA," the Health Employees Superannuation Trust Australia, constituted by deed made 30 July 1987; or
 - (2) an existing fund to which the employer contributed before the 17th June 1993 which complies with the Occupational Superannuation Guidelines; or
 - (3) any other approved fund, e.g., Med Prac Superannuation Fund, at any time during the life of this award
- (c) "Eligible employee" means a full-time or part-time employee who has completed one calendar month's service with an employer.

29.3 Employers to become party to an approved fund

- (a) For the purposes of this award, contributions shall be made by employers in accordance with the provisions of subclause 29.5 of this clause and shall be paid to the Administrator of the approved fund.
- (b) Each employer bound by this award shall participate in the approved fund.
- (c) Each employer bound by this award shall become party to the approved fund upon the acceptance by the Trustees of the approved fund of an agreement to become a participating employer, duly signed and executed by each employer and the Trustees of the approved fund.
- (d) An employee shall become eligible to join the approved fund on the first day of the calendar month following the commencement of employment.
- (e) Each employer bound by this award shall provide every employee who is not already a member of the approved fund with a membership application form for the approved fund upon commencement of service. Each employee shall be required to choose a fund and complete the relevant form and the completed form shall be forwarded to the Administrator of the fund by each employer on or before the last day of the calendar month subsequent to the employee completing one calendar month's service.

29.4 Employees to become a party to an approved fund

- (a) An eligible employee shall become a participating employee in an approved fund.
- (b) Such eligible employee shall sign and execute all necessary documents to become a participating employee within one month of being provided with such documents.

29.5 Contributions

- (a) Each employer shall pay, in respect of each eligible employee, an amount equal to three per cent of the employee's ordinary-time earnings for all ordinary hours worked from the date of eligibility.
- (b) Contributions will only be made in respect of eligible employees as defined, provided that, if a new employee was a member of the approved fund at the employee's prior place of employment, no eligibility requirement shall apply.
- (c) Contributions shall be made to the Administrators of the approved fund on or before the last day of the calendar month subsequent to each calendar month an employee is a member of the scheme for each such calendar month an employee is a member of the scheme.

- (d) Notwithstanding the date upon which an employee signs an application form, contributions in accordance with paragraph (a) of this subclause shall be made by an employer to the approved fund from the date when the employee became eligible for membership.

29.6 Salary Sacrifice

29.6.1 Where agreed between the employer and an employee, an employer may offer salary sacrifice in respect of superannuation. Neither the employer nor the employee may be compelled to enter into a salary sacrifice agreement.

29.6.2 Salary sacrifice means that an employee may make additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre tax dollars). Such election must be in writing and made prior to the commencement of the period of service to which the earnings relate and be in accordance with relevant legislation.

29.6.3 Any additional superannuation contributions made in accordance with this clause shall be paid into the same superannuation fund that receives the employer's superannuation contributions.

29.6.4 The employer has the right to vary or withdraw from a salary sacrifice agreement and/or withdraw from offering salary packaging in the event of changes to the operation of legislation that are detrimental to, or increase the costs of, salary sacrifice agreements.

29.6.5 In the event that the employer withdraws from a salary sacrifice agreement, the individual employee's salary will revert to whichever is the higher of:

- (a) The ordinary time rate of pay that applied to the employee prior to the commencement of the salary sacrifice agreement; or
- (b) The applicable rate specified in Part B, Table 1 of this Award.

29.6.6 Any allowance, penalty rate, overtime, payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post-salary sacrificed amount.

29.6.7 Notwithstanding any of the above arrangements, the employer or employee may cancel any salary sacrifice agreements by the giving of one month's notice of cancellation to the other party.

30. Grievance and Industrial Disputes Procedure

(i) Grievance Procedure -

- (a) If the employee has any problem or concern in relation to the employee's employment the employee shall, in the first instance, discuss the matter with immediate supervisor who will endeavour to resolve the issue expeditiously.
- (b) Any unresolved matter shall be referred by the employee to the Department Head after the employee notifies the employee's immediate supervisor. The supervisor shall also attend the conference organised by the Department Head to discuss the matter.
- (c) Should the matter remain unresolved, appropriate assistance should be sought from the Laboratory Manager/other relevant Manager or other nominated representative(s) of the employer.
- (d) In the event of no agreement being reached, the matter shall be referred to Senior Management or their nominee(s) whose decision in the matter shall be final.

- (e) Where the matter involves either party seeking to change an existing agreement or practice, the parties shall endeavour to identify and agree on what is the status quo, which shall then continue to prevail until the parties have exhausted all steps in the above procedure.
- (ii) Industrial Disputes Procedure - The parties to this award shall confer with a view to resolving all industrial disputes by direct negotiation and consultation. The parties further agree that, subject to the provisions of the New South Wales *Industrial Relations Act* 1996, all disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:
 - (a) Any dispute, including any matter not resolved in accordance with subclause (i), Grievance Procedure, of this clause which arises shall, where possible, be settled by discussion on the job between the employee and the employee's immediate supervisor.
 - (b) If the matter is not resolved at this level, the matter will be further discussed between the affected employee, union delegate or union official and the supervisor or manager of the relevant section or department, and the employer's industrial relations representative shall be notified.
 - (c) If no agreement is reached, the union official and union delegate will discuss the matter with the employer's nominated industrial relations representative.
 - (d) Whilst the foregoing procedure is being followed work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
 - (e) Should the matter still not be resolved it may be referred by the parties to the Industrial Relations Commission of New South Wales for settlement.

31. Exemptions

- (i) Registered nurses and enrolled nurses employed as such are exempt from the provisions of this award.
- (ii) Subject to the requirement of Chapter 2, Part 1, Division 2 of the *Industrial Relations Act* 1996, the provisions of this award shall not apply to the extent to which they are otherwise prescribed by a registered industrial instrument in force at the date of the making of this award.
- (iii) Douglass Hanly Moir Pathology Pty Limited, Barratt and Smith Pathology and Southern Pathology Services Pty Ltd shall be exempt from the provisions of clause 4, Wages, in accordance with the terms of clause 4, Wages, of the Douglass Hanly Moir, Barratt and Smith and Southern Pathology (State) Award published 24 March 2006 (358 I.G. 560). The duration of this exemption is for the nominal term of the award.

32. Enterprise Arrangements

Enterprise arrangements may be entered into pursuant to the Enterprise Arrangements Principle contained in the State Wage Case 2003 (2003) NSWIRComm 174 (as amended from time to time).

33. Savings Clause

Nothing in this award shall act to reduce the wages and conditions of employees being paid or observed as at the date of 17 June 1993.

34. Area, Incidence and Duration

- (i) This award shall apply to employees as defined and classified herein employed by approved pathology authorities (other than State or public authorities) or their associated accredited pathology laboratories as defined by the *Health Insurance Act* 1973 (Commonwealth), in the State of New South Wales, excluding the County of Yancowinna.

- (ii) This award is made following a review under section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Private Pathology Laboratories (State) Award published 22 April 2005 (350 I.G. 287) and all variations thereof.
- (iii) The award published 22 April 2005 took effect from the beginning of the first full pay period to commence on 8 March 2004 - and the variations thereof incorporated herein on the dates set out in the attached Schedule A.
- (iv) 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 18th December 1998 (308 I.G. 307) are set out in the attached Schedule B and take effect from the beginning of the first full pay period to commence on or after 31 October 2007.
- (v) This award remains in force for 12 months.

SCHEDULE A

Award and Variations Incorporated

Clause	Award/Variation Serial No.	Date of Publication	Date of taking Effect First pay period from	Industrial Gazette	
				Vol.	Page
4, Part B	C3132	28.1.05	12.8.04	348	286
All	C3520	22.4.05	8.3.04	350	287
4, Part B	C4415	24.3.06	12.08.05	358	562
21A	C4894	20.10.06	7.3.06	361	494
4, Part B	C4964	3.11.06	12.08.06	361	707
17,18 and 18A	C5642		19.12.05		
4, Part B		N/A	12.08.07	N/A	N/A
4, 26, Part B	C2154	19.09.03	12.08.03	341	487

SCHEDULE B

Changes made on Review

Date of Effect: From the beginning of the first full pay period to commence on or after 31 October 2007

Provisions Modified

Award	Clause	Previous Form of Clause Last Published at:	
		Vol.	Page
Private Pathology Laboratories (State) Award	Introduction	350	
	Introduction	350	
	Introduction	350	
	1	350	
	4B	N/A	N/A
	11(iii)(b)(iv)	350	
	27(iv)	350	
	28	361	494
	29	350	
	31(iii)	350	396
	33(iii) and (iv)	350	396

- (2) Provisions Removed

Award	Clause	Previous Form of Clause Last Published at:	
		Vol.	Page
Private Pathology Laboratories (State) Award	27(viii)	350	606
	28	350	

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

Classification	Former rate per week \$	SWC 2007 \$	New Rate per week \$
Pathology Aide - Laboratory			
Grade 3 on commencement	519.00	20.00	539.00
Grade 2 after 12 months	535.00	20.00	555.00
Grade 1 on appointment	566.00	20.00	586.00
Pathology Aide Ancillary			
Grade 3 on commencement	519.00	20.00	539.00
Grade 2 after 12 months	535.00	20.00	555.00
Grade 1 on appointment	566.00	20.00	586.00
Pathology Aide Courier			
On commencement	579.00	20.00	599.00
Pathology Collector			
Grade 4 in training	544.00	20.00	564.00
Grade 3 on appointment	584.00	20.00	604.00
Grade 2 on appointment	611.50	20.00	631.50
Grade 1 - Educator/Coordinator	642.30	20.00	662.30
Practice Trainee - Scientific and Technical Officers			
Stage 1 Scientific and Technical	419.00	20.00	439.00
Stage 2 Scientific and Technical	454.00	20.00	474.00
Stage 3 Scientific and Technical	499.00	20.00	519.00
Stage 4 Scientific and Technical and thereafter	528.00	20.00	548.00
Stage 5 Scientific	565.00	20.00	585.00
Stage 6 Scientific	589.00	20.00	609.00
Scientific and thereafter	616.60	20.00	636.60
Technical Officers			
Grade 4.2 on commencement	632.20	20.00	652.20
4.1 after 12 months service	650.70	20.00	670.70
3.3 on appointment	681.50	20.00	701.50
3.2 after 12 months service	702.00	20.00	722.00
3.1 after 2 years	717.30	20.00	737.30
2.2 on appointment - after at least 4 years at Grade 3	737.80	20.00	757.80
2.1 after 2 years service on performance	753.20	20.00	773.20
1.2 on appointment	789.10	20.00	809.10
1.1 after 3 years service on performance	807.60	20.00	827.60

Scientific Officers			
Grade 4.2 on commencement	642.50	20.00	662.50
4.1 after 12 months service	681.50	20.00	701.50
3.3 on appointment	743.00	20.00	763.00
3.2 after further 12 months service	763.50	20.00	783.50
3.1 after 2 years	789.10	20.00	809.10
2.2 on appointment after not less than 4 years at Grade 3	807.60	20.00	827.60
2.1 after 2 years service on performance	838.30	20.00	858.30
1.2 on appointment	867.10	20.00	887.10
1.1 after 3 years	897.80	20.00	917.80

Table 2 - Allowances

Item No	Clause No	Brief Description	Amount \$
1	11(i)(c)	Meal Allowance Each Additional 4 hours' overtime	10.60 10.60
2	22(i)	On-call Allowance (each day or shift) Monday to Saturday inclusive	14.75
3	22(i)	On-call Allowance (each day or shift) Sunday	29.35
4	24	Locomotion	0.41 per km
5	25	First-aid Certificate	17.50 per week

P. J. CONNOR, Commissioner

 Printed by the authority of the Industrial Registrar.

STATE TRANSIT AUTHORITY DIVISION OF THE GOVERNMENT SERVICE BUS OPERATIONS ENTERPRISE (STATE) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by State Transit Authority.

(No. IRC 2070 of 2007)

Before Mr Deputy President Grayson

16 November 2007

AWARD

PART A

SECTION 1 - APPLICATION AND OPERATION OF AWARD

1. Title

This Award shall be known as the "State Transit Authority Division of the Government Service Bus Operations Enterprise (State) Award 2007" ("the Award").

2. Arrangement

SECTION 1 - APPLICATION AND OPERATION OF AWARD

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3.	Definitions and Explanations
4.	Anti-Discrimination
5.	Area, Incidence and Duration
6.	No Extra Claims
7.	Leave Reserved

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- Table 6 - Exclusive Shift Times

3. Definitions and Explanations

- 3.1 Time worked shall, for all purposes, be from signing on to signing off.
- 3.2 A broken shift is one in which there is a break other than for meal break in the employee's work after signing on and before finally signing off and for which he/she is not paid.
- 3.3 Bus Operator shall mean an employee who ordinarily drives an Omnibus carrying paying passengers.
- 3.4 Employer means the State Transit Division of the Government Service and a reference to the Employer shall also be taken to include a reference to the Division Head of the State Transit Division of the Government Service.
- 3.5 Employee means a full time, part time, temporary or casual employee covered by this Award of a classification listed in Part B, Table 1 of this Award, and includes a former classification previously abolished, but recognised for the purpose of clause 20 of this Award.

- 3.6 MBSC means Metropolitan Bus Services Contract/s.
- 3.7 Ordinary rates shall mean the rates, which the employee shall receive on Mondays to Fridays exclusive of penalty payments.
- 3.8 Parties mean the Employer and the RTBU.
- 3.9 Penalty payments - when time worked is subject to more than one extra rate of payment, the employer shall not be obliged to pay more than double time.
- 3.10 RTBU means the Australian Rail, Tram and Bus Industry Union (Bus and Tram Division) and a reference to "the Union shall mean the RTBU.
- 3.11 State Transit means the State Transit Division of the Government Service and a reference to State Transit shall be taken to include a reference to the Division Head of the State Transit Division of the Government Service.

4. Anti Discrimination

- 4.1 It is the intention of the Parties to this agreement to seek to achieve the object in s 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.
- 4.2 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.
- 4.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.4 Nothing in this clause is to be taken to affect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under s 56(d) of the *Anti-Discrimination Act 1977*;
 - (iv) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 4.5 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.

5. Area, Incidence and Duration

- 5.1 This Award shall be binding on the State Transit Division of the Government Service, the Australian Rail, Tram and Bus Industry Union and all employees whose classification is listed in Part B, Table 1 of this Award, and replaces in their entirety, all previous Awards and Certified Agreements previously binding on the Parties. This award rescinds and replaces the State Transit Authority of New South Wales Bus Traffic Employees' Award 2002.

This award replaces the following agreements:

Bus Operations State Transit Authority of NSW Enterprise Agreement 1993;

State Transit Authority of New South Wales Bus Operations Enterprise Agreement 1993;

Bus Operations Enterprise Agreement 1995.

State Transit Authority of New South Wales Bus Operations Enterprise Agreement No. 4 1998;

State Transit Authority of New South Wales Bus Operations Agreement 1999;

State Transit Authority of New South Wales Bus Operations Enterprise Agreement 2004.

- 5.2 This Award shall take effect on and from 14 November 2007 and shall remain in force until 11 June 2009.

6. No Extra Claims

During the term of this Award, neither the employer nor the union will pursue any extra claims.

7. Leave Reserved

- 7.1 It is the intention of the Parties during the life of this Award to reassign the classifications and functions of Bus Cleaners to align with the Bus Engineering Repair Assistant classification and competency structure. The objectives of the reassignment will include:

- (i) ensuring comparative pay rates for employees required to exercise skills and competency levels attained through structured training;
- (ii) correcting anomalies in individual pay rates for staff who are competent to perform similar duties;
- (iii) providing access to affected staff to greater career path opportunities; and
- (iv) ensuring that Bus Cleaning is recognised as part of State Transit's maintenance function.

- 7.2 It is not the intention of State Transit that any employee subject to reclassification shall be disadvantaged in rates of pay.

- 7.3 Leave is reserved to the Parties to vary this Award to reflect the outcome of the reassignment.

SECTION 2 - EMPLOYMENT RELATIONSHIP

8. Skills Competency

The Employer may direct an employee to carry out such duties where practical, as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award provided that such duties are not designed to promote deskilling.

9. Full Time Employment

Any employee not being a Bus Operator specifically engaged as being a part-time or casual temporary employee is for all purposes of this Award a full-time employee unless otherwise specified by this Award.

10. Establishment of Additional Part Time Work

- 10.1 There shall be a limit of 30% of total Bus Operators at each Depot who may be engaged on arrangements other than full time i.e. Part-time or Casual Bus Operators.

- 10.2 Recruitment can be from existing full-time, temporary or casual employees and/or external applicants.

11. Job Share

- 11.1 The Parties agree to implement arrangements, as soon as practicable following ratification of this Award, to enable employees covered under this Award, to participate in job share arrangements. The intention of the Parties in introducing job share arrangements is to improve employee retention rates by providing more flexible patterns of work, with particular emphasis on:
- (a) employees contemplating a reduction in working hours prior to retirement; and
 - (b) employees needing to balance work commitments and family responsibilities.
- 11.2 Job share arrangements must be agreed to by the employees' manager, and documented in writing.
- 11.3 A Job Share arrangement will lapse in the event that either one of the participants returns to full time work, transfers to another line of work or position or exits State Transit.

12. Casual Bus Operator

- 12.1 A casual bus operator is to be employed by the day.
- 12.2 A casual bus operator working ordinary time will be paid an hourly rate calculated on the basis of one thirty-eighth (1/38) of the weekly wages plus a casual loading of 20 per cent. The loading constitutes part of the casual Bus Operator's all-purpose rate.
- 12.3 A casual Bus Operator will be employed for no more than 30 hours per week.
- 12.4 A casual Bus Operator will be employed for no less than three hours and no greater than nine hours per days
- 12.5 A casual Bus Operator's employment may be terminated with one hour's notice by either the employer or the Bus Operator.
- 12.6 A casual Bus Operator who attends duty as requested, and who is told upon such attendance that he/she is not required on that day shall be paid a minimum of three hours.
- 12.7 Where the employer intends to employ a casual Bus Operator pursuant to this sub-clause, the employer shall duly notify the Union.

13. Permanent Part-Time Bus Operator

- 13.1 A permanent Part-time Bus Operator is a Bus Operator who:
- (i) Works less than full-time hours of 38 per week; and
 - (ii) Has reasonably predicted hours of work; and
 - (iii) Receives on a pro rata basis, the equivalent pay and conditions of full-time employees of the same classification.
- 13.2 The Parties agree that Part-Time employees can be utilised to perform work in excess of their daily agreed hours if full time Bus Operators at the Depot are unavailable to undertake the work required to be performed to maintain service delivery on the day.
- 13.3 It is agreed that new employees offered part time Bus Operator positions will not be offered or rostered for two shifts on any day.
- 13.4 For the purposes of this clause a shift will mean a single engagement on any day of the week excluding Sundays. There shall be at least ten hours break between the finishing of a shift and the commencement of another shift.

- 13.5 At the time of engagement the employer and the regular part time Bus Operator will agree in writing, on a regular pattern of work, specifying at least the hours worked each day, which days of the week the Bus Operator will work and the actual starting and finishing time each day.
- 13.6 Any agreed variation to the regular pattern of work will be recorded in writing. Contract hours cannot be changed without the agreement of the employee concerned, except where new rosters are built to accommodate School Vacation times, Service Reviews etc. When this occurs actual start and finish times of each shift and total hours of work for a day may be varied by up to 60 minutes at the discretion of the Employer. Where practicable the employee is to be allocated shifts, which have hours of work as near as possible to the employee's current contract of employment.
- 13.7 The employer is required to roster a regular part-time Bus Operator for a minimum of three consecutive hours on any shift.
- 13.8 A Bus Operator who does not meet the definition of a part-time or temporary Bus Operator and who is not a full-time Bus Operator will be paid as a casual Bus Operator in accordance with clause 12.
- 13.9 All time worked in excess of the hours as mutually arranged will be overtime and paid for at the rate prescribed in this Award.
- 13.10 A part-time Bus Operator who attends and/or commences work and is subsequently informed that he/she is not required shall be paid for a minimum of three hours pay or 7/9ths of a day, whichever is the greatest.
- 13.11 Where the employer intends to reallocate or designate particular work to regular part-time employment the employer shall give the employee a month's notice.
- 13.12 Four weeks notice is to be given to local union representative, where it is the intention of the Manager to re-allocate or designate particular bus driving duties to permanent part-time Bus Operators. During that time issues of concern related to the intention to re-allocate or designate work as part-time will be dealt with locally or at Branch Divisional level.
- 13.13 Part-time lines of work will be built to a maximum of 146 hours work per four weekly line of rostered work. Any lines of work identified above this will be converted to full-time lines of work.

14. Temporary Bus Operator

- 14.1 A temporary Bus Operator is a Bus Operator, not being a full-time, regular part-time or casual Bus Operator, who is employed for a project with a set period of time or to replace employees who are absent for a period of greater than one month.
- 14.2 The ordinary hours of a full-time temporary Bus Operator shall be the same as for a full-time permanent Bus Operator.
- 14.3 The ordinary hours for a part-time temporary Bus Operator shall not be less than three hours a day and may not exceed 38 hours per week.
- 14.4 A temporary full-time Bus Operator who attends for duty in accordance with instructions and is not required shall receive a minimum of five hours' pay unless at least twelve hours' notice was given to them personally that they were not required for duty.
- 14.5 A temporary full-time Bus Operator who commences duty and is subsequently told that they are not required shall receive a minimum of seven hours' pay.
- 14.6 A temporary full-time Bus Operator who is rostered for a broken shift and reports in accordance with the roster or is instructed to report for either portion of the broken shift and does so report, shall be paid a minimum of three and a half hours for either portion of the shift or the period for which rostered, whichever be the greater provided that he/she shall be entitled to a minimum payment of seven hours for the whole of the shift.

- 14.7 A temporary part-time Bus Operator who attends for duty in accordance with instructions and is not required to perform duty on that day shall receive a minimum of three hours' pay or 5/9ths of the total shift, whichever is the greater.
- 14.8 Where the employer intends to employ a temporary Bus Operator the employer shall duly notify the Union.

15. Supervision of Special Events

Bus Operators Level 2 and above and Bus Operator Trainees Level 2, with a minimum of 12 months experience in-service, may be required to undertake supervision and starting functions as contained in their relevant position descriptions.

SECTION 3 - WAGES AND RELATED MATTERS

16. Rates of Pay

- 16.1 Wage rates at Part B - Table 1 Weekly Wage Rates (Table 1) - for classifications listed in Table 1, incorporate the following wage increases:
- (i) 4% from 12 June 2007 for all classifications listed in Table 1.
 - (ii) 4% from 12 June 2008 for all classifications listed in Table 1.

17. Payment of Wages

- 17.1 Wages shall be paid fortnightly.
- 17.2 State Transit provides automatic payroll deductions from wages and transfers those monies to a range of financial institutions, health funds and insurers upon written authorisation from employees.
- 17.3 This service is provided free of cost to the employee and State Transit agrees to continue to provide this service for the duration of this Award.

18. Income Protection

- 18.1 There will be no roster changes made solely for the purpose of reducing the take home pay of employees covered by this Award.
- 18.2 No shift changes will result in a loss of take home pay of more than two percent over a twelve month period (based on a financial year), below the average pay of each shift type, e.g.: AM, Day, Midday, Broken and PM shifts, except for part time rosters. For the avoidance of doubt, shift changes shall include both major and minor shift changes.
- 18.3 Subclause 18.2 will not apply for school vacation, university vacation, university exam period or changes required due to variations in road conditions by relevant authorities or where it is necessary to introduce short term temporary timetables - for example closure of rail line, office vacation etc.
- 18.4 To ensure compliance with the provisions of this clause, at the commencement of each financial year, State Transit will provide the RTBU with a summary (the Annual Summary) of all rosters for employees covered under this Award, for all locations.
- 18.5 The Annual Summary will then be used as a baseline for the purpose of calculating the total impact on average take home pay of any shift changes which occur in the following twelve month period to 30 June.

19. Salary Sacrifice for Superannuation

- 19.1 Notwithstanding the wages prescribed in this Award an employee, other than a temporary or casual, may elect, subject to the agreement of State Transit, to sacrifice a portion of the base wage payable under this Award to additional employer Superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superable salary" means the employee's wage as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- 19.2 Where an employee has elected to sacrifice a portion of that payable wage to additional employer superannuation contributions:
- (i) Subject to Australian Taxation law, the sacrificed portion of wage will reduce the wage subject to appropriate Pay As You Go (PAYG) taxation deductions by the amount of that sacrificed portion; and
 - (ii) 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 the Award or any applicable Award, Act or statute which is expressed to be determined by reference to an employee's wage, shall be calculated by reference to the wage which would have applied to the employee under this Award in the absence of any salary sacrifice to superannuation made under this Award.
- 19.3 The employee may elect to have the portion of payable wage, which is sacrificed to additional employer superannuation contributions:
- (i) Paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (ii) Subject to the State Transit's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 19.4 Where an employee elects to salary sacrifice in terms of sub-clause 19.3, State Transit will pay the sacrificed amount into the relevant superannuation fund.
- 19.5 Where the employee is a member of a superannuation scheme established under:
- (i) the *Superannuation Act 1916*;
 - (ii) the *State Authorities Superannuation Act 1987*;
 - (iii) the *State Authorities Non-contributory Superannuation Act 1987*; or
 - (iv) the *First State Superannuation Act 1992*.
- 19.6 State Transit will ensure that the amount of any additional employer superannuation contributions specified in sub-clause 19.3 is included in the employee's superable salary, which is notified to the New South Wales public sector superannuation trustee corporations.
- 19.7 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with State Transit to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause 19.5, State Transit will continue to base contributions to that fund on the base wage payable under this Award to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by State Transit may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

20. Salary Arrangements for Former Classifications

- 20.1 This clause deals with salary maintenance arrangements for the following employee classifications, which have been abolished:
- (i) Customer Service Co-ordinator Level 1 (CSC 1);
 - (ii) Conductor;
 - (iii) Airport Co-ordinator;
 - (iv) Customer Service Liaison (Kiosk)
- 20.2 The Employee classifications listed in 20.1 above will be paid in accordance with the weekly wage rates listed in Part B, Table 1 of this Award, until such time as they take up a position with a higher base rate of pay or choose to voluntarily regress to a lower graded position.
- 20.3 The former classifications of Airport Bus Operator and Peer Support Officer, will continue to be paid the Senior Bus Operator rate of pay, in accordance with the weekly wage rates listed in Part B, Table 1 of this Award, until such time as they take up a position with a higher base rate of pay or choose to voluntarily regress to a lower graded position.

21. Career Paths

- 21.1 Where an employee covered under this Award takes up an Apprenticeship or Traineeship within State Transit, the employee will maintain their current rate of pay under this Award, until the pay rate in the new position has exceeded the afore-mentioned rate.
- 21.2 Employees who take an Apprenticeship or Traineeship and are subject to sub-clause 21.1 herein are to take the conditions of the relevant Award for the work performed.
- 21.3 State Transit will provide guidance to employees covered by this Award:
- (i) in the preparation of resumes, job applications and the interview process; and
 - (ii) regarding career opportunities and professional development.

22. Acting Out of Classification

- 22.1 An employee engaged temporarily in a higher grade shall be paid the rate to which they would be entitled if they were appointed to that grade.
- 22.2 The conditions applying to the classification in which an employee acts shall be their conditions whilst so acting.
- 22.3 An employee who acts in a higher-grade position for a continuous period of 124 working days shall be paid at the higher rate for any period of annual leave falling within the same twelve-month period.

23. Excess Travelling Time

- 23.1 Employees covered under this Award when required to sign on or off at a place other than their home depot which is at a greater distance from their home than their home depot, shall be allowed payment at the appropriate rate for the day for the excess travelling time. A total of 25 minutes each day for a straight shift and 40 minutes on a broken shift, will be allowed to cover time occupied in waiting for schedule connections.
- 23.2 Employees required to sign on or off more than once

- 23.3 Appropriate rate, for the purpose of this clause, means the rate paid for the classification in which the employee is employed for the day.

24. Attending for Duty

- 24.1 Commences duty means an employee has attended for duty as instructed, collected their journal and signed on at the PMR in accordance with the rostered commencement time.
- 24.2 An employee who attends for duty in accordance with instructions and is not required, shall receive a minimum of five hours pay unless at least twelve hours notice was given to the employee personally that they were not required for duty.
- 24.3 An employee who commences duty and is subsequently told that he/she is not required shall receive a minimum of seven hours pay.
- 24.4 An employee who is rostered for a broken shift and reports in accordance with the roster or is instructed to report for either portion of the broken shift and does so report, shall be paid a minimum of three and a half hours for either portion of the shift or the period for which rostered, whichever be the lesser, provided the employee shall be entitled to a minimum payment of seven hours for the whole of the shift.
- 24.5 A casual employee who attends for duty as requested, and is informed upon reporting for duty that they are not required, shall receive a minimum of three hours pay.
- 24.6 A part-time employee who attends for duty in accordance with instructions and is not required shall receive a minimum of three hours pay or 5/9ths of the daily payment, whichever is the greater. Where a part-time employee commences duty and is subsequently advised that they are not required, shall receive a minimum of three hours pay or 7/9ths of the daily payment, whichever is the greater.
- 24.7 A temporary part time employee who attends for duty in accordance with instructions and is not required shall receive a minimum of three hours pay or 5/9ths of the shift, whichever is the greater. Where a temporary part time employee commences duty in accordance with instructions and is not required they shall receive a minimum of three hours pay or 5/9ths of the total shift, whichever is the greater.

25. Attending Court

- 25.1 An employee who has been notified to attend any court, as a witness for, or at the request of the employer or at the Coroner's Court in his/her official capacity in respect of the death of a person resulting from an accident involving an authority bus or other authority vehicle shall be treated in respect of payment for time occupied as follows:
- (i) Unless the employee has previously started work for the day, they are to be treated, for the purpose of payment, as signing on at the time the employee reports as directed at the court or such other place as they may be instructed.
 - (ii) All time occupied from signing on until signing off at the employee's depot or being discharged by the officer in charge of the case (after contacting their controlling officer) is to be treated for the purpose of payment as time worked and is to be paid for at the appropriate rate for the day.
 - (iii) When the employee would have been employed in a higher grade, but for attending court, the employee is to be paid for under (i) at the rate for such higher grade to the extent of the higher grade work lost on the day, during the period for which they are paid under (ii).
 - (iv) Where the employee commences and/or finishes on the day at other than their home depot, they are to be allowed any excess travelling time at single rate and allowed payment for such time at the higher grade rate if applicable.

- (v) Where employees who are no longer required at court are directed to resume duty at their depot, they are to be signed off not later than nine hours after the time of reporting to the court, or such other place as they may be instructed.
- (vi) Where the employee is required to return to the court after the meal recess, a meal break up to a maximum of 50 minutes is to be deducted and a meal allowance in accordance with the current rates prescribed by NSW Premier's Department.

26. Making Reports

- 26.1 An employee shall be allowed fifteen minutes at ordinary rates for making an accident report in their own time.
- 26.2 15 minutes shall be allowed for the completion of an accident report when the report is completed in the employer's time.
- 26.3 An employee shall be allowed five minutes at ordinary rates for each report made in their own time concerning any other matter except those of a disciplinary nature or those arising from neglect or fault of the employee. At the discretion of the controlling officer, this allowance may be extended to 15 minutes.

27. Attending Office

- 27.1 An employee who is instructed to attend elsewhere to answer complaints, furnish reports, supply statements or affidavits or to submit to medical examination or eyesight or hearing tests (except in the case of an employee on leave on account of ill health or injury) shall be paid for the time occupied at ordinary rates.
- 27.2 The provisions of this sub-clause do not apply to an employee attending to answer charges or reports of their own misconduct from which they are not subsequently exonerated or to tender an explanation of failure to attend for duty.
- 27.3 Where the employee attends and the distance travelled exceeds the distance from the employee's place of residence to the depot or usual place of employment, travelling time at ordinary rates for the excess distance shall also be paid where the time is not otherwise paid for.

SECTION 4- HOURS OF WORK, BREAKS, OVERTIME AND SHIFTWORK

28. Hours of Work

- 28.1 Subject to the provisions of this clause, a Full Time Employee shall be entitled to a minimum payment of 38 hours per week exclusive of penalty allowances.
- 28.2 Where through absence from duty on any day or part thereof, time short of the standard hours of employment per week is worked, payment shall be reduced by the amount of lost time only.
- 28.3 Employees on a Six Day Roster
 - 28.3.1 The provisions of this sub-clause apply to all full-time employees covered under this Award, except those covered under subclause 28.4.
 - 28.3.2 Except as provided in 28.3.3, the ordinary hours of duty of each weekly period, excluding Sunday, shall be 38 hours divided into not more than five shifts.
 - 28.3.3 Ordinary hours of duty may be worked to provide for 152 hours work in a four week cycle, excluding Sunday. This enables employees to have one day off duty during that cycle by accruing additional working time on other working days. Such hours to be arranged within shift limits specified in 28.5 Payment in these circumstances to be made on an averaging basis of 76 ordinary hours a fortnight.

28.4 The provisions of this sub-clause apply to the classifications of Bus Cleaner, Sign-on Clerk and Conductor.

28.4.1 Except as provided in 28.4.2, the ordinary hours of duty of each weekly period, including Sunday, shall be 38 hours divided into not more than five shifts.

28.4.2 Ordinary hours of duty may be worked to provide for 152 hours work in a four week cycle. This enables employees to have one day off duty during that cycle by accruing additional working time on other working days. Such hours to be arranged within shift limits specified in 28.5. Payment in these circumstances to be made on an averaging basis of 76 ordinary hours a fortnight.

28.5 Length of shift

The ordinary hours of duty on any shift shall be no greater than nine hours and no less than seven.

28.6 Length of shift - broken shifts

On any broken shift portion the ordinary hours of duty shall be no greater than five.

28.7 The maximum spread of hours on any broken shift shall be 12.

28.8 Interval between shifts

No employee shall be called upon to begin a new shift without having been off duty for at least 10 consecutive hours, and no deduction of pay is to be made for ordinary time off duty occurring during this absence.

28.9 Hours of work before and after meal break - Straight and Broken shifts

28.9.1 Straight shifts - Where practicable a minimum of three hours shall be performed on either portion before or after meal relief.

28.9.2 Broken shifts - Where practicable a minimum of three hours shall be performed on either portion of such shifts with no break without pay in a day's duty to be less than two hours.

28.10 Make up time

28.10.1 An employee may elect, with the consent of the employer, to work make up time under which the employee takes time off during ordinary hours and work those hours at a later time, during the spread of ordinary hours provided under this Award.

28.10.2 An employee on shift work may elect, with the consent of their employer, to work make up time under which the employee takes time off ordinary hours and works those hours at a later time, at the shift work rate which would have been applicable to the hours taken off.

29. Saturday and Sunday Time

29.1 Ordinary time worked on Saturdays shall be paid for at the rate of time and a half.

29.2 Ordinary time worked on Sundays shall be paid for at the rate of double time.

29.3 Notwithstanding anything provided for elsewhere in this Award, the employer shall not be required to pay more than double time in respect of any work performed between midnight on Saturday and midnight on Sunday.

30. Contingent Arrangements for Major Incidents Affecting Services

- 30.1 Major Incident means an incident causing major disruptions to transport networks requiring multiple agency response including, for example:
- (a) Natural disasters
 - (b) Bush fire emergencies
 - (c) Major rail and road disruption
 - (d) Civil disturbances
- 30.2 In the event of a Major Incident Bus Operators may be required to perform a scheduled run late or be work altered by a supervisor where such alteration is likely to extend the sign off time by up to 30 minutes. Provided that, such alterations shall not be made contrary to the Fatigue Management provisions of this Award.

31. Overtime

- 31.1 Subject to sub-clause 31.2 an employer may require an employee to work reasonable overtime at overtime rates.
- 31.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the needs of the workplace or enterprise; and
 - (iv) any other relevant matter.
- 31.3 All time worked:
- (i) in excess of eight hours fifteen minutes in any shift or in excess of 38 hours in any week; or
 - (ii) time worked in excess of 40 hours in any week when five shifts are worked; or
 - (iii) in excess of 31 hours in any week when four shifts are worked, when such hours are worked on the basis of 152 hours/nineteen shifts in a four week work cycle, shall stand alone and be paid for at the rate of time and a half for the first three hours and double time thereafter. Payment for overtime shall be calculated upon whatever alternative gives the greater amount.
- 31.4 An employee called upon to work overtime beyond the normal rostered shift after 11.30 pm and before 5.30 am shall, upon request, be provided by the employer with transport to or from the employee's place of residence.

32. Time Off in Lieu of Payment for Overtime

- 32.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- 32.2 Alternatively, by agreement with the employer, the employee may elect to be paid at ordinary rates for the time worked and take time off at the rate of one half hour or one hour for each hour of overtime worked as the case may be.

32.3 The employer shall, if requested by an employee, provide payment at the rate provided for the payment of overtime as prescribed in 31.3 for any overtime worked under this sub-clause where such time has not been taken within four weeks of accrual.

32.4 The employer shall record time off in lieu arrangements for each time this provision is used.

33. Working of Voluntary Overtime

33.1 Subject to any statutory or regulatory limits on driving hours and clause 77 a Bus Operator may work voluntary overtime.

33.2 Where voluntary overtime is worked on a Sunday and the shift is less than seven hours, the voluntary overtime will not attract shift build up time.

33.3 State Transit will establish a record book at each depot, in the CSC Office for all permanent staff wishing to do additional duties/Voluntary Overtime on the day.

33.4 Should additional work be allocated, it is to be allocated to full-time staff in the first instance. If no full-time Employee is available, part-time employees may be allocated the additional duties.

34. Cancellation of Rostered Day Off

34.1 Subject to sub-clause 31.2, the employer may require an employee to work reasonable overtime on a rostered day off.

34.2 Wherever practicable at least twelve hours notice of cancellation of a rostered day off shall be given but, in order to meet unexpected emergencies or unforeseen circumstances, the employer may call upon employees to work without such notice.

34.3 Provided that 48 hours notice is given by the employer of the cancellation of a rostered day off, another day off may be given in the same working week. Should an employee not receive 48 hours notice of the restoration of the day off cancelled, they shall be paid at the rate prescribed in 34.4.

34.4 When an employee works on their rostered day off and is not given another day off in lieu thereof in the same week, time worked shall stand alone and be paid for at the rate of double time if a Saturday or at the rate of time and a half for the first three hours and double time thereafter if any other day Monday to Friday.

34.5 Upon an employee becoming aware that they are required to work on their rostered day off, the employee may apply for leave of absence on such day as if it were an ordinary working day, and if such leave be approved by the employer, 34.1 shall not apply.

34.6 An employee who works on their rostered day off but is absent upon any other day in the same week without leave or without a reason for such absence accepted by the employer as reasonable shall forfeit all penalty rates prescribed in this clause for working on a rostered day off.

34.7 Where at least five days notice is given of an alteration to rostered duty by which a rostered day off is changed the penalty prescribed in 34.4 will not apply.

35. Shift Penalties

35.1 All time worked on a broken shift on Mondays to Fridays after a spread of 9.5 hours shall be paid at the following rates:

Between a spread of 9.5 and 10.5 hours	time and a half;
After 10.5 hours	double time.

35.2 All time worked on a broken shift on Saturdays and public holidays shall be paid at the rate of double time.

- 35.3 For all time on duty between the hours of 5.00 pm and 7.00 am (other than on Saturdays, Sundays and public holidays) employees, except those employed on broken shifts, shall be paid 15% more than their ordinary rates. Provided that subject to the exceptions specified above any shift which finishes at or after 8.00 pm shall be paid 15% more than ordinary rates for the whole of such shift. Calculations shall be made to the nearest quarter of an hour.
- 35.4 Employees required to perform duties in excess of their rostered work shall be paid at the rate of time and a half for such excess duties. Where an employee has completed the return loading from special and sports traffic and is required to operate a trip to another terminus before returning to the employee's home depot, such trip shall not be subject to the penalty rate prescribed in this sub-clause unless the employee is required to perform additional duty after the time at which the employee would arrive at their depot from the other terminus.
- 35.5 Rostered work for the purpose of this sub-clause means work shown on the roster at least 48 hours prior to the employee attending to commence duty.

36. Meal Breaks

- 36.1 Employees shall not be rostered to work for more than five hours without an unpaid meal break or crib.
- 36.2 A minimum of 40 minutes and a maximum of 50 minutes shall be allowed for an unpaid meal break.
- 36.3 Meal breaks shall be given where practicable in the order in which employees take up duty on the a.m. shifts and in the order in which they finish duty on the p.m. shifts.
- 36.4 Where the distance from the place of relief for meals to the employee's depot or meal room provided by the employer exceeds 90 metres, the employee's meal break shall be extended to cover the travelling time involved and the employee shall be paid for the actual time occupied in travelling from and to the relief point.
- 36.5 Meal breaks shall be provided at a time when an employee has access to meal facilities.
- 36.6 Employees working broken shifts shall not be provided with time for a meal break.
- 36.7 A crib shall be taken in the employer's time and the minimum time to be rostered for a crib shall be 20 minutes.
- 36.8 Any shift which commences before midnight and finishes after 2.30 a.m. shall be provided with a thirty minute crib.

SECTION 5 - ALLOWANCES

37. Uniform Allowance

- 37.1 All Bus Operator employees are required to wear the current approved State Transit bus operation uniform at all times whilst on duty.
- 37.2 All Bus Operator employees, including new employees, shall receive an initial issue of bus operation uniform at State Transit cost, as set out in Table 3, Part B, of this Award.
- 37.3 Subsequent to the initial issue, Bus Operator employees will receive a uniform allowance, which is paid annually into the employees' account on the anniversary of the initial issue, for the procurement of State Transit bus operation uniform from approved supplier(s).
- 37.4 Following implementation of the new uniform employees will have the option to receive half of the annual uniform allowance within six months of the issue of the new uniform and the second half of the allowance six months later.

38. Industry Allowance

- 38.1 Employees, other than Casual Employees, covered by this Award, shall be paid an Industry Allowance as set out in Part B, Item 1 of Table 2, of this Award, for compliance with the Disputes Settlement Procedure at clause 87 of this Award.
- 38.2 In accordance with the terms of the 1981 unregistered industrial agreement between the then Urban Transit Authority (a predecessor corporation to the Employer), the then Australian Tramways, Motor Omnibus Association (now the RTBU) and the then NSW Labour Council (now Unions NSW), the Employer reserves the right to review the payment of the Industry Allowance where the Disputes Settlement Procedure is not adhered to.
- 38.3 Permanent and temporary Part-Time Employees covered by this Award, shall be paid the Industry Allowance on a pro rata basis, based on the proportion of full-time hours worked.
- 38.4 The Industry Allowance is paid for all purposes.

39. Articulated Bus Allowance

- 39.1 An employee who operates an articulated bus, shall be paid an additional amount per shift, as set out in Part B, Item 2 of Table 2, of this Award.
- 39.2 An employee who operates an articulated bus on 124 or more shifts in a twelve month period immediately prior to clearing paid leave, shall be paid the allowance set out in Part B, Item 2 of Table 2, of this Award, for the period of the paid leave.

40. Standby Allowance

- 40.1 A Standby Allowance of the amount set out in Part B, Item 3 of Table 2, of this Award, will be payable to Employees who are placed on Standby, provided:
- (i) Employees placed on Standby are to remain contactable and ready to attend for duty on short notice; and
 - (ii) the Allowance will not be payable where the Employee:
 - (a) is not able to be contacted by the Employer; or
 - (b) is not available for duty; or
 - (c) actually attends for duty.
- 40.2 A ratio of 2 Standby shifts per 100 shifts will be provided on Mondays to Fridays and for Saturdays and Sundays one Employee only will be placed on Standby.
- 40.3 In the event that an Employee on Standby is required to attend for duty a full shift coverage will be treated as a Day Off Cancelled and where a period of 5 hours or less is worked the period will be treated as Voluntary Overtime.

SECTION 6 - ROSTERS AND RELATED MATTERS

41. Filling of Bus Operator Vacancies

The Parties agree that when vacancies occur on the Bus Operator rosters they are to be advertised and filled at each depot in accordance with the Transport Administration (Staff) Regulation 2005 (NSW).

42. Service Reliability

- 42.1 Both Parties are committed to provide commuters with reliable bus services, which operate on time, and meet State Transit's contractual obligations with the Ministry of Transport. Management and the RTBU Delegate will continue to monitor early and late running time.
- 42.2 If particular trips regularly run late or early three times in any one week, Monday to Friday, or three consecutive Saturdays or Sundays, Schedulers will review and make the necessary adjustments.
- 42.3 If any one shift regularly exceeds its scheduled rostered time three times in any one week, Monday to Friday, or three consecutive Saturdays or Sundays, the shift will be adjusted to ensure it operates on time.
- 42.4 If more than 20 per cent of trips for a particular route arrive at the terminus more than five minutes late during a particular time of day, such instances are to be addressed in accordance with sub-clauses 42.2 and 42.3 herein.
- 42.5 Where it has been established that timetabled operating times are inappropriate, management will immediately take steps to address the problem. If it is identified that a service review is required, the review will commence within one month.
- 42.6 Where there are unresolved differences they are to be addressed through the Disputes Settlement Procedures and if still unresolved the circumstances be referred to the NSW Industrial Relations Commission for conciliation and or arbitration.

43. Standing Time for Sydney

- 43.1 Both Parties acknowledge that Sydney Bus Operators drive in the busiest and most congested city in the country. Therefore, this clause will only apply to Sydney Bus Operators covered by this Award.
- 43.2 Standing time is not granted for a service trip preceding a meal or sign off including where special running is required to a location to commence such a meal break or effect such sign off.
- 43.3 Non-Critical Peak Periods
- 43.3.1 A minimum of eight minutes rest time is to be taken on all major city based trunk routes and strategic cross regional routes.
- 43.3.2 Non-critical peak periods are all times outside the intent of clause 43.4 and Saturdays and Sundays.
- 43.4 Critical Peak Period Times - Monday To Friday
- A minimum of six minutes rest time is to be taken on all major city based trunk routes and strategic cross regional routes. These critical peak periods are for approximately one hour and are based on timetable commitments for each depot as identified by the local manager and RTBU delegate.
- 43.5 Late Running
- 43.5.1 Where late running occurs the rest time is to be reduced to allow bus services to run on time. Where it is not possible for the full rest period to be taken at one terminal it will be transferred to a later terminal. Regular late running that impacts on rest time will be addressed under clauses 42.2 and 42.3 of this Award.
- 43.5.2 To ensure this Award does not impact on peak bus requirements, standing time may be transferred to another terminal, providing all standing time is cleared before the end of each shift portion.

43.6 Unaffected Routes

The Depot Manager and the local RTBU delegate are to identify routes and times that are to be excluded from the above criteria.

44. Rosters

- 44.1 All timetabled in service duty to be performed by Employees covered under this Award shall be rostered.
- 44.2 Employees shall be rostered off on two clear days in each rostered week.
- 44.3 Employees shall sign off at the depots at which they signed on, except where an Employee and the Employer agree to other arrangements.
- 44.4 Employees may exchange shifts by mutual arrangement between themselves and subject to approval of the employer.
- 44.5 Period rosters shall be posted four days before coming into operation and shall be complete, except as provided in 44.8 and 44.18.
- 44.6 Rosters for special fixtures or special events, such as the Royal Easter Show, Race Meetings and Public Holidays shall be posted at the Depot/s at least six days prior to the fixture or the event.
- 44.7 For the purposes of this sub-clause, a special fixture or event means that the date/s of that special fixture or event are known more than six days in advance.
- 44.8 Where duty rosters for new services, or new timetables or alterations to existing rosters and/or timetables which necessitate roster adjustments of greater than 12.5% of the duty roster schedules are required, the adjusted duty roster shall be posted at the Depot/s at least 14 days in advance of the introduction of the adjustments.
- 44.9 Where, because of an emergency, the employer cannot post the duty roster within the required 14 days it shall notify the employees and the Union.
- 44.10 This sub-clause shall not apply to school specials or charter hiring.
- 44.11 No alteration shall be made to the work of any employee covered under this Award, except in cases of sickness, accident, failure to attend for duty, or suspension from duty of an employee, attendance of an employee at Court or Coronial inquiry or leave for employees at short notice, unless the employee is notified of such alteration prior to attending duty on the shift preceding the one altered. However, if an employee has two days off together, they may be advised of any alteration of their work on the first of their days off.
- 44.12 The provisions of this clause shall not apply in circumstances which could not be anticipated, such as the postponement of a sporting fixture to a date within three days of the original fixture, cancellation of sporting fixtures, hiring or specials, alterations of commencing and finishing times of race meetings.
- 44.13 No employee shall be called upon to work a broken shift on a Sunday. Employees may be called upon to work a broken shift on a Saturday or public holiday for the provision of services for sporting events.
- 44.14 In the event of an employee applying for leave on a public holiday and such leave is granted, the employee shall not be required to work on that public holiday.
- 44.15 Employees covered under this Award are required to provide at least one hour's notice of non-attendance for work.

- 44.16 Employees, other than those on probation, will in the first instance not be subject to formal discipline for being late on duty. Management will encourage employees to commence late with advice rather than not attending for duty.
- 44.17 Employees arriving late for duty shall be allowed, where practical to do so, the opportunity to take up their rostered shift with the time actually lost to be deducted from the day's rostered hours. Where it is not practical to do so and the late employee is provided with another shift, they shall be deducted only for the actual time lost.
- 44.18 Except for emergency spare shifts and special fixtures, the rostered work of all employees shall show the commencing, finishing and meal break times on all shifts. However, the approximate finishing times shall be shown in respect of special fixtures.

45. Daily Maintenance of Rosters

- 45.1 All timetabled work is to be rostered: All known work associated with passenger timetables, including the driving portions of exclusive shifts, is to be rostered. Where work is not associated with passenger timetables the coverage of such shifts/work will be at the discretion of local management except for the following:

45.1.1 Union and Institute Secretary Shift:

- (a) bus driving portion of shift is to be covered.

- 45.1.2 Where it is known in advance the union/institute shift will be vacant, the total shift is to be covered. Where it is not known in advance the union, institute and part shed (non parking) portions on the first day may not be covered with subsequent days to be covered.

45.1.3 Shed Drivers:

- (a) all full shifts are to be covered

46. Roster Committees

- 46.1 These roster committees are to be utilised by Depot Managers during timetable reviews.
- 46.2 A timetable review will for the purpose of this clause be defined as one where there are more than 12.5% change of total time tabled service trips at a depot over a seven-day week. The definition of a timetable review excludes changes arising from rail and ferry operations, school vacation timetables and public holiday timetables. In the event that State Transit needs to adjust timetables due to changes arising from rail and ferry operations, school vacation timetables and public holiday timetables, consultations with the RTBU will occur as soon as information is presented.
- 46.3 Each Roster Committee is to be made up of a maximum of six elected representative Bus Operators from within the depot or as otherwise agreed at the location
- 46.4 Before week one, as defined in 47.4(i) below, Roster Committees are to gather information about bus routes that may have
- (a) insufficient operating time allocated;
- (b) too much operating time allocated;
- (c) too many or too few buses to meet the patronage demand; or

gather other information that would assist in ensuring the commercial operation of the route; and to ascertain problems with individual shifts or where inter-modal connections are not being met.

- 46.5 Following the process outlined in 46.4 above, local management and the Roster Committee will meet to discuss the information gathered and take further action if necessary.
- 46.6 Individual roster committee members are to be relieved from their normal duties during timetable reviews to assist management.

47. Roster Changes

- 47.1 In order to meet changing customer, operational and commercial requirements it is necessary from time to time to alter rosters to cater for the changed circumstances.
- 47.2 Subject to Clause 18, it is accepted by the Parties that, in constructing a roster, the cost of that roster is not to be artificially inflated and the roster shall be constructed to achieve the most economical and effective rostering within the Award prescriptions and MOT requirements and any relevant Act or Regulation.
- 47.3 Where a roster has been changed in accordance with the preceding subclause and the changes impact upon the start and finish times of less than 12.5% of the roster, the employees affected are to be notified of the change, as soon as practicable, in the form of a notice to be displayed on the notice board.
- 47.4 In the event of the changes impacting upon the start and finish times being more than 12.5% of the roster, (excluding school vacation rosters) the following procedures are to apply:
- (i) In week 1 - New duty and period roster is posted. During this week individual roster committee members will be released for one shift to assist management in addressing roster concerns.
 - (ii) In week 2 - Scheduler to modify roster on the basis of concerns raised, providing such alterations do not impact on the overall operational efficiency and costs of the rosters.
 - (iii) In week 3 - Rosters reposted and to commence in two weeks (i.e. Week 5 from the date the new duty and period roster were posted).
- 47.5 Rosters will be worked where they comply with this Award and MOT requirements and any relevant Act or Regulation and where the above consultative implementation process has been complied with.

48. Training Rosters

- 48.1 Training Roster means an introductory roster designed for new Bus Operators which includes a variety of shifts arranged in a regular pattern designed to introduce new Bus Operators to shift work and particular routes while minimizing the variance in daily hours of work.
- 48.2 Training Rosters will be introduced permanently across all locations. At smaller depots, e.g. Mona Vale, North Sydney and Belmont, it is recognized by the Parties that it may not be practicable to construct stand alone Training Rosters in accordance with this clause. In such circumstances Training Rosters may be regionally based.
- 48.3 In constructing Training Rosters priority will be given to providing a selection of shifts which, as far as practicable:
- (i) represent a reasonable sample of the shifts and routes, which the new Bus Operator will be required to work following completion of their initial training and familiarization period and subsequent placement on the holiday relief roster and, upon application, to depot rosters.
 - (ii) facilitates the attainment by the Employee of the required skills and competencies for Certificate III and State Transit's contractual obligations under the MBSCs.
- 48.4 Upon the completion of initial training, Trainee Bus Operators will be placed on a Training Roster.

- 48.5 The guiding principle in the construction of Training Rosters will be to provide Trainee Bus Operators a sufficient period of time in which to attain a satisfactory level of competence, prior to placement on the holiday relief roster. Trainee Bus Operators will remain on a Training Roster until deemed competent by Depot Management in consultation with relevant Bus Operator Trainers.

49. New Year's Eve Rostering Arrangements

Due to New Year's Eve celebrations, State Transit increases the number of staff required to work through the night and early hours of New Year's Day. The Parties agree to working driving shifts up to twelve hours on a Volunteer basis. All shifts that sign on, on New Year's Eve and sign off after 2.30 am on New Year's day will have paid meal breaks (cribs). All shifts that commence duty on New Year's Eve and work into New Year's Day will be paid at double time for the New Year's day portion of the shift, unless the Government of the time enters into a separate agreement for New Year's Eve.

50. Exclusive Shifts

- 50.1 It is agreed that the following Exclusive shifts will continue for the duration of this Award in accordance with Part B, Table 6 of this Award:

- (i) Union shift
- (ii) Institute shift
- (iii) Shed Driver shift
- (iv) Sign On shift (some depots only)
- (v) Welfare Shift (one depot only) 4h 30m
- (vi) Bus Parking Shift
- (vii) Gym Attendant Shift (Waverley only)

- 50.2 Where an Exclusive Shift has been created to accommodate an individual or class of Employees whose position has been abolished, the Exclusive Shift shall cease to operate when the affected Employee/s cease to be employed by the Employer or the Employee transfers or moves to another position.

51. Route Networking

The Parties agree to work together on the development and implementation of through routing on services and cross regional services where appropriate. Changes are to be based on total network basis rather than depot focused.

52. Regionally Optimised Timetabling

- 52.1 In line with the contracts worked under the MBSC system, timetables associated with route networks will be optimized to realize maximum scheduling efficiency within the nominated contract region (rather than on a depot by depot basis).
- 52.2 Where scheduling efficiencies can be achieved involving cashless services, the Parties agree to the explore options to enable Bus Operators to sign on and off at a location other than a depot, such as major termini.
- 52.3 This clause stands alone and shall not be construed as limiting the provisions of the preceding clause "Route Networking".

53. Special Hirings

Rosters may be varied to provide for special hirings by agreement between the majority of employees and employer. If the employee/s is/are a member of the union, the union shall be informed of the intention to use this provision and shall be given a reasonable opportunity to negotiate with the employer.

54. Charter Work

- 54.1 The maximum shift portions on Charter Work are to be of five hours duration, with extended standing time to be a paid break, and treated for all purposes as crib time. Such crib time is to be of 30 minutes duration.
- 54.2 Timetabled peak work may be included in shifts. Where the total timetabled roadwork is to be in excess of eight and a half hours in a given shift, the circumstances are to be discussed with RTBU.
- 54.3 Wherever possible an unpaid meal break will be provided. However, where a continuous charter involves a full shift, 30-minute crib time is to apply.
- 54.4 Penalty rates to be as provided in this Award.

55. Sign on and Sign Off Times

- 55.1 Meal break times and signing on and off allowances listed in Part B, Table 4 of this Award shall apply to Sydney. The allowances listed in Part B, Table 4, apply to all shifts unless otherwise shown.
- 55.2 Meal break times and signing on and off allowance listed in Part B, Table 5 of this Award shall apply to Newcastle. The allowances listed in Part B, Table 5 apply to all shifts unless otherwise shown.

56. Running and Standing Times in Newcastle

- 56.1 Bus operators shall be entitled to a standing time between trips calculated as 12.5% of the previous service trip's timetabled running time. Service trip is defined as a passenger carrying, revenue earning trip. The 12.5% standing time is in addition to the three minutes allocated for terminus duties.
- 56.2 Standing time is not granted for a service trip preceding a meal break or sign off including where special running is required to a location to commence such a meal break or effect such sign off.
- 56.3 Standing time is not granted for time spent running special. An allowance of three minutes prior to running special and two minutes after running special and before commencing next trip will be allocated in accordance with current procedures. Where an operator runs special back to a depot, an allocation of only two minutes will be provided.
- 56.4 Where standing time is earned following a service trip to a terminus and a special running trip to another terminus is timetabled prior to commencement of a further service trip, such standing time may be taken at either terminus at the discretion of the operator.
- 56.5 For round trips the standing time for forward trips is accrued and taken at the completion of return trip. Such standing time accrued in this manner cannot be forfeited should an operator go to a meal or sign off. A round trip is defined as a trip that commences from a point, changes its destination roll at the end point then returns to its original starting point. Two minutes will be allocated for the changing of the destination roll at the mid point.
- 56.6 It may be expedient to transfer standing time earned at a terminus to a subsequent terminus. This will be limited to 5% of the previous trip's timetabled running time. Such a transfer may be accrued with other standing time but cannot be forfeited should an operator go to a meal or sign off.
- 56.7 No operator will be expected to drive in service for a period exceeding 100 minutes without receiving standing time as determined in sub-clause 56.1. Should timetabled service running exceed 100 minutes, standing time will be calculated on the entire work period since the last break, meal or sign on.
- 56.8 Terminus duty time of three minutes will be provided upon arrival at city terminus prior to commencement of a meal break.

56.9 The following procedures will apply in regard to normal school services:

- 56.9.1 In the case of runs which conduct more than one school trip, such trips may be combined into one significant trip for the purpose of calculating standing time. The standing time allocated at the end of the last school trip will be the sum of the standing time earned for each individual school trip.
- 56.9.2 Standing time accrued prior to the last school trip cannot be forfeited should an operator go to a meal or sign off.
- 56.9.3 Where school trips are preceded by a service trip, standing time will be provided after the service trip, before running special to commence the first school trip.
- 56.9.4 In instances where a bus cost could be averted by accruing this standing time such accrued time would then be taken as soon as practicable. However, no accrued standing time shall be forfeited should an operator go to a meal or sign off.
- 56.9.5 The requirement to change all destination rolls between each school trip and special running between school trips is rescinded. Instead, at the terminus prior to running special to commence the first school trip:
- (i) the near number shall be placed on "000"; and
 - (ii) destination rollers (front and side) shall be turned to school on top roller and special on bottom and left rollers until all school trips are completed. The first school route number should then be displayed.
- 56.9.6 After each school trip:
- (i) an allocation of two minutes will be provided between school trips for the operator to undertake an inspection for lost property and damage, change the route number front and side, and to attend to the AFC machine; and
 - (ii) an allocation of two minutes will be provided at each school to facilitate the orderly boarding of children.
- 56.9.7 Where a normal service trip follows a school trip, accrued standing time will be provided before commencement of the service trip.
- 56.9.8 Should the application of 12.5% standing time after a particular trip result in a bus cost then the standing time for this trip only shall be accrued and taken at the next practicable opportunity. In these instances the operator will only be provided three minutes' terminus duty time.
- 56.9.9 Accrued standing time shall not be forfeited should an operator go to a meal or sign off.
- 56.9.10 Time will not be shown in timetable runs for the last trip prior to returning to the depot. Should the operator pick up another trip from the depot or "run as" from the last terminus, 12.5% standing time will be calculated and included in the roster.

SECTION 7 - LEAVE AND PUBLIC HOLIDAYS

57. Annual Leave

- 57.1 Annual leave shall be as provided under the New South Wales *Annual Holidays Act 1944* (NSW).
- 57.2 At least 75% of each group of employees shall be given not less than two months notice of the date on which their holidays are to commence and the remaining 25% of each group shall be given not less than two weeks notice of such date.

- 57.3 Payment for all leave due to an employee who resigns, retires, dies or is dismissed shall be made as follows:
- (i) In the case of retirement, resignation or dismissal - to the employee.
 - (ii) In the case of death - to the employee's widow or widower, or if the employee does not leave a widow or widower, to their legal personal representative, subject to State law.
- 57.4 All employees shall be rostered to commence their holidays in the calendar year following that in which such holidays have accrued.
- 57.5 Any employee who has completed at least one year's service, who is regularly on shift work and/or public holidays, when proceeding on annual leave shall be paid a loading at the rate of 20% of the appropriate weekly wage rate prescribed under Part B, Table 1 of this Award, in addition to payment for such leave of absence.
- 57.6 Any other employee who has completed at least one year's service when proceeding on annual leave shall be paid a loading at the rate of 17.5% of the appropriate weekly wage rate under Part B, Table 1 of this Award, in addition to payment for such leave of absence.

58. Long Service Leave

- 58.1 Employees covered under this Award shall be entitled to Long Service Leave in accordance with the provisions of Schedule 5 of the *Transport Administration Act 1988* (NSW).
- 58.2 It is agreed that all employees covered by this Award can access and take long service leave at a minimum period of one day instead of a seven day minimum period (i.e. employees may take one day at a time).
- 58.3 Each depot will make available Long Service Leave which equates to 33 days per four weekly roster cycle, for every 100 employees covered under this Award.
- 58.4 The calculation of the days will be on a Monday to Friday basis.

59. Personal/Carer's Leave Entitlement

- 59.1 Amount of paid personal/carer's leave: An employee is entitled to the following amount of paid personal/carer's leave:
- (i) 17 days for all employees except those nominated in paragraph 59.1 (ii); or
 - (ii) Employees who commenced on or after 1 February 1995:
 - (a) 10 working days per year for up to five years' service;
 - (b) 12 working days per year from five years' to seven years' service; and
 - (c) 17 working days per year for over seven years.
- 59.2 For the purposes of the above a year is the period of 12 months from 1 January to 31 December in any calendar year.
- 59.3 Immediate family or household: The entitlement to use compassionate leave and carer's leave in accordance with this clause is subject to the person being either a member of the employee's family; or a member of the employee's household. The term immediate family includes:
- (i) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse in relation to a person means a person of the opposite sex to the

first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; and

- (ii) child or adult (including an adopted child, a stepchild or an ex nuptial child) parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

59.4 Notice Requirement of Non Attendance Relating to Personal/Carer's Leave Employees covered under this Award are required to provide at least one hour's notice of non-attendance for work.

60. Personal Sick Leave

60.1 There is absolutely no intention by the Parties to target or place pressure on employees who are in genuine need of sick leave.

60.2 An employee is entitled to the following amount of paid leave for absence due to personal illness or injury.

- (i) Fifteen working days for all employees except those nominated in 60.2 (ii); or
- (ii) Employees who commenced on or after 1 February 1995:
 - (a) Eight working days per year for up to five years' service;
 - (b) Ten working days per year from five years to seven years service; and
 - (c) Fifteen working days per year for over seven years service.

60.3 Leave taken by an employee under sub-clause 60.2 is deducted from the amount of personal/carer's leave under sub-clause 59.1

60.4 An employee is entitled to use accumulated sick leave for personal sickness if the employee has already used:

- (i) the current year's sick leave component of the personal/carer's leave entitlement as personal sick leave; or
- (ii) the current year's personal/carer's leave entitlement.

60.5 Sick leave entitlements which have not been cleared as at the end of each year shall accumulate on the following scale: The balance of personal/carer's leave provided that such remaining leave does not exceed the quantum of sick leave specified below less any personal sick leave or carer's leave taken by the employee during the year:

- (i) 15 working days for all employees except for those nominated in 60.5 (ii); or
- (ii) Employees who commenced on or after 1 February 1995:
 - (a) Eight working days per year for up to five years' service;
 - (b) Ten working days per year from five to seven years service; and
 - (c) Fifteen working days per year for over seven years service.

61. Personal Carers' Leave

61.1 An employee with responsibilities in relation to either members of their immediate family or household who need their care and support is entitled to use up to ten days per annum of their personal/carer's leave entitlement to provide care and support for such persons when they are ill. Leave may be taken for part of a single day.

- 61.2 The entitlement to use personal/carer's leave is subject to the employee being responsible for the care of the person concerned.
- 61.3 The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another. Provided that, a medical certificate will be required to support any Carer's leave in excess of 5 days per annum, unless otherwise approved by the Employee's manager.
- 61.4 In normal circumstances an employee must not take carer's leave under this clause where another person has taken leave to care for the same person.
- 61.5 The employee must, where practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence at the first opportunity on the day of absence.
- 61.6 Each day or part day of carer's leave taken in accordance with sub-clause 61.1 is to be deducted from the quantum of personal/carer's leave provided in sub-clause 59.1 up to a maximum of 10 days per annum.
- 61.7 An employee is entitled to use accumulated sick leave as paid carer's leave if the employee has used the current year's personal/carer's leave entitlement. An exception to this is where an employee has already taken 10 days carer's leave in the current year.
- 61.8 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family or household member who is ill.

62. Bereavement Leave

- 62.1 An employee is entitled to up to two days paid leave on each occasion if a member of the employee's immediate family or household in Australia dies.
- 62.2 Each day or part of a day used under 62.1 is deducted from the amount of personal/carer's leave under sub-clause 59.1.
- 62.3 An employee is entitled to use accumulated sick leave as paid compassionate leave up to two days on each occasion when a member of the employee's immediate family or household in Australia dies and the employee has already used the current year's personal/carer's leave entitlement under sub-clause 59.1.
- 62.4 An employee is entitled to use unpaid leave up to two days on each occasion when a member of the employee's immediate family or household in Australia dies if the employee has already used the current year's personal/carer's entitlement under sub-clause 59.1 and no accumulated sick leave is available.
- 62.5 Proof of death must be provided to the satisfaction of the employer, if requested.

63. Leave for Personal Or Family Needs

- 63.1 The personal and family leave scheme is voluntary and available to all permanent employees covered by this Award who have been continuously employed for a period of twelve months who wish to extend their leave options for personal reasons or family responsibilities.
- 63.2 The additional four weeks personal and family leave provided under this scheme will not attract leave loading.

- 63.3 All leave entitlements, which accrue during an employee's participation in this scheme is unpaid. Employees wishing to participate in this scheme must submit an application to their manager. The application must stipulate the dates the leave is required.
- 63.4 Employees are required to re-apply annually if they wish to participate in the scheme.
- 63.5 Employees who wish to participate in this scheme will have monies deducted each fortnight over the proceeding twelve-month period to pay for their personal and family leave. Money deducted will be ordinary hours after all penalties and overtime have been calculated. There will be no reduction in the hourly rate of pay.
- 63.6 Sick Leave and Long Service Leave will continue to accrue at the usual rate during the term of the employee's participation in the personal and family leave scheme.
- 63.7 Each depot will make available leave for personal and family needs equal to 33 days per four weekly roster period, spread evenly over the month for each 100 employees covered under this Award.
- 63.8 The minimum amount of personal or family leave that can be taken in any one period will be one week and the maximum will be four weeks in a twelve-month period.
- 63.9 The definition of a week is Monday to Friday.
- 63.10 Employees should seek independent financial advice regarding their superannuation options prior to entering into the personal and family leave arrangement.
- 63.11 Employees will retain home and duty passes and other privilege passes

64. Paid Maternity Leave

- 64.1 A female employee is entitled to paid maternity leave in accordance with this clause and with State Transit's Parenting Leave Procedures.
- 64.2 An employee who has, or will have, completed 40 weeks continuous service before the expected date of birth, is entitled to paid maternity leave.
- 64.3 Maternity leave is a period of not more than four weeks prior to the expected date of birth and not more than 52 weeks after the actual date of birth.
- 64.4 An employee is entitled to a maximum of twelve weeks paid maternity leave at the base rate. The paid leave can be taken:
- (i) in a lump sum payment at the commencement of maternity leave or;
 - (ii) as full pay on a fortnightly basis while on maternity leave or;
 - (iii) as half pay on a fortnightly basis while on maternity leave or;
 - (iv) in any combination of the above options.
- 64.5 Separate from paid maternity leave, an employee may be paid accrued annual and/or long service leave as part of the maternity leave period. The accrued annual leave and long service leave can be taken:
- (i) as full pay on a fortnightly basis while on maternity leave or;
 - (ii) as half pay on a fortnightly basis while on maternity leave or;
 - (iii) in any combination of the above options

- 64.6 An employee who takes maternity leave must take any accrued annual leave entitlements in excess of 40 days as part of maternity leave.
- 64.7 Once all entitlements to pay have been exhausted, the balance of maternity leave will be unpaid.
- 64.8 An employee must not unreasonably withhold notice of her intention to apply for maternity leave.
- 64.9 An employee is entitled to return from maternity leave to the position held immediately prior to going on maternity leave, if that position still exists, but if the employee's position has ceased to exist during the period of maternity leave, the Employee's skills and abilities will be assessed and they will be redeployed to another position as nearly as possible comparable in status and pay to that of the Employee's former position. Where redeployment is not possible the Employee will be treated as a Displaced Officer in accordance with Premier's Department guidelines.
- 64.10 In exceptional circumstances an employee may be granted an extension to maternity leave beyond 52 weeks from the date of birth, but an employee who returns to work after an extension of maternity leave beyond the 52 weeks from the date of birth will be treated as a Displaced Officer and will be subject to the State Transit Displaced Officer Procedures.
- 64.11 If an employee requests part-time work on return from maternity leave, State Transit will, where this is practical, provide part-time employment for the employee.
- 64.12 If an employee requests a job share arrangement on return from maternity leave, State Transit will, where practical, provide a job share arrangement for the employee.

65. Parental Leave

- 65.1 An employee is entitled to parental leave in accordance with this clause and with State Transit's Parenting Leave Procedures.
- 65.2 An employee who is not eligible for maternity leave or adoption leave may, in special circumstances, be granted parental leave to care for a child who is under two years of age at the time the leave commences.
- 65.3 An employee who has completed 40 weeks continuous service prior to making application, and who has provided satisfactory evidence of being the primary carer for the child, is eligible for parental leave.
- 65.4 Parental Leave is for a period of not more than 52 weeks from the date the leave commenced.
- 65.5 Parental Leave is unpaid leave, and can consist of solely parental leave (unpaid), or a combination of parental, annual and/or long service leave, if the employee has accrued such leave.
- 65.6 An employee taking parental leave must exhaust all accrued annual leave entitlements as part of parental leave.
- 65.7 An employee must not unreasonably withhold notice of intention to apply for parental leave.
- 65.8 An employee is entitled to return from parental leave to the position held immediately prior to going on parental leave if that position still exists, but if the employee's position has ceased to exist during the period of parental leave, the employee will return from parental leave as a Displaced Officer and will be subject to the State Transit Displaced Officer Procedures.

66. Adoption Leave

- 66.1 Employees are entitled to paid adoption leave in accordance with this clause and with State Transit's Parenting Leave Procedures.
- 66.2 An employee who has, or will have, completed 40 weeks continuous service before the expected date of birth, is entitled to paid adoption leave. Adoption Leave is a period of not more than 52 weeks after the

actual date that the employee takes custody of the child. Employees will be entitled to a maximum of twelve weeks paid adoption leave at the base rate. The paid leave can be taken:

- (i) in a lump sum payment at the commencement of adoption leave or;
 - (ii) as full pay on a fortnightly basis whilst on adoption leave or;
 - (iii) as any combination of the above options.
- 66.3 Separate from paid adoption leave, an employee may be paid accrued annual and/or long service leave as part of the adoption leave period. The accrued annual leave and long service leave can be taken:
- (i) as full pay on a fortnightly basis whilst on adoption leave or;
 - (ii) as half pay on a fortnightly basis whilst on adoption leave or;
 - (iii) as any combination of the above options.
- 66.4 Employees taking adoption leave must clear any accrued annual leave entitlements in excess of 40 days as part of their adoption leave.
- 66.5 Once all entitlements to pay have been exhausted the balance of adoption leave will be unpaid.
- 66.6 Employees will not unreasonably withhold notice of their intention to apply for adoption leave.
- 66.7 Employees will return from adoption leave to the position they held immediately prior to going to adoption leave if that position still exists. If the Employee's position has ceased to exist during the period of adoption leave, the Employee's skills and abilities will be assessed and they will be redeployed to another position as nearly as possible comparable in status and pay to that of the Employee's former position. Where redeployment is not possible the Employee will be treated as a Displaced Officer in accordance with Premier's Department guidelines.
- 66.8 In exceptional circumstances employees may be granted an extension to adoption leave beyond 52 weeks from the time the employee takes custody of the child. If an employee returns to work after an extension of adoption leave beyond the 52 weeks from the time the employee takes custody of the child, they will be treated as a Displaced Officer and will be subject to the State Transit Displaced Officer Procedures.
- 66.9 If an employee requests part-time work on return from adoption leave, State Transit will, where this is practical, provide part-time employment for the employee.
- 66.10 If an employee requests a job share arrangement on return from adoption leave, State Transit will, where this is practical, provide a job share arrangement for the employee.

67. Career Break

- 67.1 A permanent employee who has been continuously employed with State Transit for a minimum period of five years may make application to take a fixed period of time off work, in order to fulfil family or personal commitments or to pursue personal development without loss of job security.
- 67.2 The terms and conditions under which an employee may take a career break are as follows:
- 67.3 The minimum period for a career break is six months. The maximum period for a career break is 12 months.
- 67.4 An employee must provide three months notice of a request to take a career break.
- 67.5 An employee who takes a career break must utilise any accrued annual leave as part of this break.

- 67.6 Any unpaid period of the career break will be regarded as leave without pay for the purpose of leave accrual and superannuation.
- 67.7 At the commencement of the career break, employees must return their staff travel pass.
- 67.8 At the completion of the career break, an employee can return to a position at the same grade that they held before commencing the break.
- 67.9 Where there is no position immediately available at the same grade, the employee's skills and abilities will be assessed and they will be placed in another position at the same grade held before commencing the career break.
- 67.10 Applications for career breaks will be approved at State Transit's discretion

68. Public Holidays

- 68.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are proclaimed, shall be recognised as Public Holidays, in addition to:
- (i) special days appointed by proclamation as Public Holidays to apply throughout the whole State; and
 - (ii) where applicable, special days appointed by proclamation as Public Holidays but limited to a specific geographical region of the State.
- 68.2 Payment and processing of payment for Public Holidays will be in accordance with State Transit Payroll Policy and the following clauses regarding rates of pay.

69. Work on a Public Holiday

- 69.1 An Employee required to work on a Public Holiday which falls on Monday to Friday shift shall be paid at time and one half for all time worked on the Public Holiday. All time worked on a Public Holiday which falls on a Saturday shall be paid at the rate of double time.
- 69.2 In addition to the penalty rate prescribed in 69.1 above, an Employee who works on a Public Holiday will also be entitled to a payment equivalent to the ordinary hours, which the Employee actually works on the Public Holiday, up to a maximum of 7.6 hours (the "Additional Payment"). Employees who work less than 7.6 hours per day will be entitled to the Additional Payment on a pro rata basis.
- 69.3 A full-time Employee who ordinarily works on a day on which a Public Holiday is proclaimed, but is rostered off, will be entitled to the Additional Payment based on the ordinary hours, which the Employee would have worked, but for the rostered day off, up to a maximum of 7.6 hours.
- 69.4 To avoid doubt, the Additional Payment referred to in 69.2 above, will be paid out when the Public Holiday falls.

70. Concessional Day (Substitute Bank Holiday)

- 70.1 Employees covered under this Award shall be entitled to a Concessional Day in substitution of the Bank Holiday, to be observed on New Year's Eve, provided that:
- (i) where New Year's Eve falls on a Sunday, the Concessional Day shall be moved to the Friday immediately preceding New Year's Eve; and
 - (ii) an Employee required to work on the Concessional Day shall be paid a maximum of double time for ordinary hours worked, and shall not accrue a day off in lieu of the Concessional day worked or be entitled to an additional payment of 7.6 hours ordinary pay.

71. Picnic Day

- 71.1 It is agreed that the Union will nominate a Sunday in each calendar year for the purpose of the Picnic Day. All Employees covered under this Award, other than Casual Employees, shall be entitled to the Picnic Day entitlement.
- 71.2 Employees rostered off on the Picnic Day shall be paid 7.6 hours pay at ordinary time rates.
- 71.3 An employee rostered to work on the Picnic Day shall be paid an additional 7.6 hours ordinary time pay.

72. Jury Service Leave

72.1 Entitlement

- 72.1.1 Employees covered under this Award who are called for Jury Service are eligible to receive Special Leave for the time they are at court. Employees receive a jury fee from the court and the Employer will "make up" the difference between the court fee and the Employee's ordinary rate of pay. Ordinary rate of pay excludes overtime and penalties.
- 72.1.2 Special Leave will not be granted when the jury service falls on days when an Employee is on leave. When Employees attend jury service under such circumstances, they can retain the court fees.
- 72.1.3 If the jury service falls on a day on which a shiftwork employee would not ordinarily be rostered for duty, the Employee will be provided with the opportunity to request a change to their rostered shift, to enable them to receive payment for their service on the jury, and allow them to retain their days off for recreation purposes.

72.2 Requirements for Payment

- 72.2.1 Employees covered under this Award are to advise the Court that they are not Public Servants for the purpose of the Crown Employees Award and are therefore eligible to receive the court fee.
- 72.2.2 The Employee must claim from the Sheriff or the Registrar of the Court, payment of the jury fee plus travelling allowance, if appropriate. Employees must notify their supervisor of the dates they have been summoned to attend jury service immediately on receiving the summons.
- 72.2.3 Employees selected to sit on a jury must apply for Special Leave and nominate the dates they will be required to be off duty.
- 72.2.4 After taking leave to attend jury service, Employees must submit a certificate of attendance, detailing the days attended and the court fee received.

SECTION 8 - OCCUPATIONAL HEALTH AND SAFETY AND TRAINING

73. Occupational Health and Safety Training

State Transit will determine the standards and requirements of training for employees, in consultation with the RTBU. Every employee will have the opportunity to attend a minimum of two hours paid awareness OHS training each calendar year.

74. Alcohol and Other Drugs

The Parties recognise the legislative obligations on State Transit to ensure the workplace is free from drugs and alcohol, and all employees are to comply with the provisions of the legislation relating to random drug and alcohol testing and the internal programs that are in place.

75. Certificate III in Transport and Distribution

- 75.1 State Transit is committed to offer the Certificate III in Transport and Distribution (Road Transport) ("Certificate III") to new Bus Operators whose hours of work meet the criteria as set by the Department of Education and Training. However, in the event that State and/or Commonwealth Government funding for the traineeship is withdrawn or reduced, consideration will be given to reviewing State Transit's commitment to the program.
- 75.2 Certificate III will be made available to interested existing Bus Operators on a voluntary basis.
- 75.3 There will be no deduction in pay or grade for any employee who either does not wish to undertake Certificate III or does not meet the competencies required to attain Certificate III.
- 75.4 Employees will be required to collect evidence for recognition of prior learning and attend Recognition of Prior Learning information sessions in their own time.
- 75.5 State Transit will provide the training required to complete the remaining units of competency for Certificate III. The applicant will be paid to attend training as per this Award. Should an employee be unsuccessful at the first attempt, a second attempt will not be possible until after other volunteers have had the opportunity.

76. Driver Skills Maintenance Program

- 76.1 The bus driving skills maintenance program will continue for the term of this Award.
- 76.2 The purpose of this program is to ensure that Bus Operators' driving skills and knowledge are maintained to State Transit's and relevant legislative standards for driving and operating buses. Vigil Systems technology will be utilised to assist in the skills maintenance program.
- 76.3 All Bus Operators will be required to attend one day training every two years. The purpose of the program will be to provide:
- (i) Updates on Australian Road Rules and other information relating to driving and operating buses.
 - (ii) Practical refresher skills in operating buses including personal safety strategies.
- 76.4 Should a Bus Operator require further operational training, this will occur on a one to one basis.
- 76.5 Changes to the content of the Driving Skills Maintenance Program as outlined in this clause will be subject to consultation with the RTBU.

77. Fatigue Management

- 77.1 Fatigue management principles apply to all employees covered by this Award.
- 77.2 No employee will be permitted to work more than 12 hours in any 24-hour period.
- 77.3 An employee must have a total of 12 hours rest in every 24-hour period, of which 10 hours must be consecutive between shifts.
- 77.4 No employee will work more than 24 days in a 28-day period.
- 77.5 No employee will work more than 12 days straight.
- 77.6 A 24-hour period commences from the time of the first sign on.
- 77.7 No employee will work or be required to work more than five hours straight without a break.

SECTION 9 - GENERAL

78. Continuity of Service (on Transfer of Business)

- 78.1 This clause applies for the purpose of determining a transferred employee's entitlements as an employee of the new employer under an industrial instrument or the industrial relations legislation.
- 78.2 For the purpose of determining those entitlements:
- (i) the continuity of the employee's contract of employment is taken not to have been broken by the transfer of the business, and
 - (ii) a period of service with the former employer (including service before the commencement of this Award) is taken to be a period of service with the new employer.
- 78.3 Service with the former employer includes service that because of this clause or a former Act is taken to be service with that employer as a result of a previous transfer of the business.

79. Abandonment of Service

- 79.1 Where an employee, within the period of 28 days from last day of attendance, fails to establish to the satisfaction of State Transit, that the absence was due to a reasonable cause, he/she will be deemed to have abandoned his/her employment.
- 79.2 Prior to employment being deemed to be abandoned, the following procedures will be applied by State Transit:
- (i) The Employer will forward a letter (the First Letter) to the last known home address of the Employee requesting the Employee contact the Employer, within seven days of the date of service of the First Letter, and provide a satisfactory explanation for their absence;
 - (ii) Where an Employee contacts the Employer and claims their absence is due to illness or injury, the Employer will allow a period of seven days from the date of service of the First Letter for the Employee to supply a medical certificate/s supporting the whole of the absence;
 - (iii) Where the Employee fails to acknowledge the First Letter or no satisfactory explanation or supporting medical certificate/s supporting the whole of the absence is provided by the Employee to the Employer, a second letter (the Second Letter) will be sent to the Employee advising the Employee to contact the Employer within seven days of service of the Second Letter.
- 79.3 The Second Letter shall include advice to the Employee that their employment will be deemed to have been abandoned if they continue to fail to attend for work or fail to provide a satisfactory explanation or medical certificate/s supporting the whole of the absence.
- 79.4 For the purpose of this clause service of the First Letter and or Second Letter will be effected by means of either personal service, registered mail or by leaving the letter at the last address nominated by the Employee to the Employer as their home address.

80. Quality Certification

The Parties agree to work together to maintain ISO 9001:2000 certification.

81. Absence Management Procedures

- 81.1 Commitment to Reduction in Sick Leave Levels
- 81.1.1 The Parties to this Award are committed to ensuring State Transit as a business remains competitive and is positioned to secure future contracts for bus services by achieving industry

best practice in a range of areas. One such area is the need to reduce the costs associated with unacceptable average sick leave levels.

81.1.2 To ensure that sick leave levels are reduced to an average of nine days per annum or less, the Parties have agreed to implement stringent procedures for the management of employee absence relating to personal illness and injury.

81.1.3 It is accepted that the following provisions will place the Parties to this Award, including all Employees covered by the Award, under strict obligations to effectively manage employee absence in order to achieve the targeted reduction in sick leave. To that end, the RTBU and its Officers will work co-operatively with State Transit and its managers to ensure the implementation and success of the Absence Management Procedures outlined in this clause.

81.2 Review Mechanisms

81.2.1 Throughout the life of this Award, State Transit and the RTBU will jointly monitor the operation of the procedures outlined in this clause and the data on reduction in average sick leave levels.

81.2.2 At the expiration of twelve months from the introduction of the procedures outlined in this clause, State Transit and the RTBU will undertake a full review of the success of the procedures.

81.2.3 If the Target has not been achieved, State Transit and the RTBU will work together to identify any additional measures which may be necessary to achieve the Target and the Award will be varied to accommodate any additional measures.

81.2.4 A further review of the success of the procedures will occur prior to the expiration of this Award. If the Target has not been achieved, State Transit and the RTBU will determine other measures to be included in the next Award, in order to achieve the Target.

81.3 Medical Examination, the Role of the State Transit Health Services Officers and Employee Obligations

81.3.1 An employee reporting any unplanned absences, arising from personal illness or injury, will be contacted by a State Transit Health Services Officer (HSO), on the first or any subsequent day of the unplanned absence. The HSO will discuss with the employee, the circumstances of the unplanned absence including appropriate medical referrals and likely date of return to work.

81.3.2 If the employee cannot be contacted by the HSO, the employee will be required to provide an explanation regarding why they were unable to be contacted. Where no satisfactory explanation is provided, paid leave will not be approved and disciplinary action may be commenced against the employee for unauthorised absence.

81.3.3 If directed by State Transit, an employee must attend an examination by a State Transit Nominated Doctor (State Transit Doctor) located within a reasonable travelling distance from the employee's home, at any time. A State Transit Doctor may include a specialist. This may occur where:

(i) an employee has an unplanned absence arising from a personal illness or injury;

(ii) the employee has been placed on an absence management program;

and/or

(iii) there are reasonable grounds to doubt the genuineness of the absence where it relates to personal illness or injury.

81.3.4 Where an employee is required to attend a State Transit Doctor for medical examination, the State Transit Doctor will determine whether or not the employee is fit for their normal duties.

81.3.5 Where a State Transit Doctor examines an employee and determines that the employee is fit for their normal duties, no paid leave will be payable and the employee may be directed by State Transit to attend for work.

81.3.6 Where an employee who has been directed to attend for work following examination by a State Transit Doctor, fails to do so, the employee will:

- (i) have any paid leave withheld;
- (ii) be considered to be on unapproved leave until any relevant medical reports have been considered; and
- (iii) may be subject to disciplinary action.

81.4 Managing Employees with Unacceptable Attendance Patterns - Absence Management Programs

81.4.1 An employee with an unacceptable attendance pattern may be placed on an Absence Management Program (AMP). In administering AMP's, there is absolutely no intention by State Transit to place undue pressure on any employee in genuine need of sick leave.

81.4.2 Unacceptable Attendance Pattern means any pattern of unplanned absence which the employee's manager, on reasonable grounds, believes warrants the employee being placed on an absence management program, and includes:

- (i) failure to comply with any aspect of State Transit sick leave policy (a copy of which can be accessed through State Transit's Business Management System), or an obligation imposed under the provisions of this clause;
- (ii) failure to produce a medical certificate or other satisfactory evidence to support an unplanned absence where the employee was under an obligation to do so.

81.4.3 The following are provided as examples of attendance patterns which would require review by management and which may result in an Employee being placed on an Absence Management Program:

- (i) a pattern of unplanned absences predominately on particular days of the week or during particular times of the year;
- (ii) high number of one to two day unplanned absences, particularly for different reasons;
- (iii) a pattern of unplanned sick leave immediately following or preceding RDO's, ADO's, public holidays or annual leave;
- (iv) unplanned absence on a day, which an employee sought as a day off, but which was not approved;
- (v) unplanned absences on special events;
- (vi) four or more absences (particularly single day absences), in a four month period.

81.4.4 State Transit's Sick Leave Policy and Procedure may be varied during the life of this Award, including any variations, which are necessary to give effect to the provisions of this clause.

81.5 Absence Management Program Step 1 - Preliminary Discussion

81.5.1 The employee will be interviewed by their supervisor or manager regarding any apparent unacceptable attendance pattern. Reasons for the absence history may be explored. Further medical investigation and referrals may be required at this stage.

81.5.2 If, following discussion and any necessary further investigation, the employee's manager remains unsatisfied with the attendance pattern, the employee will be advised in writing that should there be no improvement in their attendance pattern, they will be placed on an absence management program. However, in exceptional circumstances, an employee may be placed on an absence management program at this point.

81.6 Absence Management Program Step 2 - Placement on a Program

Should an employee's attendance pattern remain unsatisfactory, the employee will again be interviewed by their manager. If, following the further interview, the employee's manager remains unsatisfied with the attendance pattern, the employee will be placed on an absence management program which will include the following:

- (i) all unplanned absence due to personal illness or injury will need to be medically supported while the employee remains on an absence management program;
- (ii) regular review meetings between the manager and employee as required;
- (iii) any unplanned absence will require approval and until the employee has applied for leave, been interviewed by their manager and the leave has been approved, any unplanned absence will be treated as unauthorised leave and may lead to discipline action;
- (iv) medical examination by a State Transit Doctor as required, including when reporting unplanned absences due to personal illness or injury;
- (v) written confirmation of placement on the absence management program and advice that a continuing unacceptable attendance pattern, including the taking of any unauthorised leave, may result in further disciplinary action leading to termination of employment.

81.7 Step 3

Where an employee's attendance pattern remains unacceptable, following implementation of steps 1 and 2, formal disciplinary action may be commenced against the employee. However, disciplinary action may be commenced at any time prior to Step 3, in the event of unauthorised absences or failure to comply with any direction issued under the absence management program.

81.8 Continuous Review

81.8.1 An employee placed on an absence management program will be subject to continuous review, and may be removed from the absence management program, at any time, following demonstrated improvement in their attendance pattern.

81.8.2 Employees will be advised in writing of the decision to remove them from the absence management program. However, should the employee again come under notice for an unacceptable attendance pattern, the employee may be placed back on an absence management program

82. Patterns of Work and Productivity

82.1 The Parties are committed to the implementation of flexible working arrangements whilst at the same time continuing to review existing working arrangements with the object of implementing further flexible systems of work that more effectively meet the needs of State Transit and its employees.

82.2 Provided the processes have been followed and buses still need to be staffed, depot administration/management staff may operate buses in service.

83. New Technology

- 83.1 The Parties to this Award will jointly examine and discuss prior to implementation all proposals regarding the introduction of new technologies into State Transit. This technology will be designed to enhance flexibility, and cost effectiveness and efficiency of the operation and delivery of our services.
- 83.2 Where the introduction of this technology impacts on existing positions then appropriate job redesign and retraining will be discussed.

84. Smart Card/Integrated Ticketing

State Transit through the Ministry of Transport's Integrated Ticketing Project will be replacing the current magnetic ticketing system and related equipment, with a smart card based ticketing technology on to its bus fleet. The change may also involve changes to the way passengers board and alight, include an automatic vehicle location system. The Parties agree to work co-operatively to implement the integrated ticketing project.

85. Centre and Rear Door Loading for Cashless Services

- 85.1 State Transit is committed to minimizing cash sales on buses through pre pay services and, in the future, through integrated ticketing.
- 85.2 Where determined by State Transit, Bus Operators may be required to permit passengers with pre purchased tickets or smartcards, to board buses via the front and rear doors.
- 85.3 Prior to implementation of this initiative State Transit will consult with the Union and employees to ensure safe working of passenger loading.

86. Termination of Employment

- 86.1 Where termination is initiated by the Employer, the employer must give the employee notice in accordance with the following table:

Employee's Period of Continuous Service with the Employer	Period of Notice
Not more than one year	At least one week
More than one year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

86.1.1 The Periods of Notice prescribed above, will be increased by 1 week if the employee:

- (i) is over 45 years old; and
- (ii) has completed at least 2 years of continuous service with the employer.

- 86.2 Instead of notice, the employer may give the employee compensation, which must equal the total of all amounts that the employer would have become liable to pay if the employee's employment had continued until the end of the required period of notice.

86.2.1 This total must be worked out on the basis of:

- (i) the employee's ordinary hours of work (even if they are not standard hours); and
- (ii) the amounts payable to the employee in respect of those hours, including (for example) loadings, allowances and penalties.

- 86.3 Notwithstanding the notice provisions prescribed in 86.1 to 86.2 above, the Employer is not obliged to provide any notice of termination in circumstances where the employee is guilty of serious misconduct, that is, misconduct of such a nature that it would be unreasonable to require the employer to continue the employment of the employee concerned during the required period of notice.

86.4 Employees to Return all State Transit Property

Any Employee covered under this Award whose employment with the Employer ceases, whether at the initiative of the Employer or the Employee, must return all property belonging to the Employer, on the Employee's last day of service.

SECTION 10 - INDUSTRIAL RELATIONS**87. Disputes Settlement Procedure**

- 87.1 When the Parties to this Award are in dispute with either the Union or Employer over any issue that directly affects the interests of any of the Parties, the dispute will be dealt with in accordance with this clause.
- 87.2 In the first instance, any grievance, which is local in nature, and which will not impact on other locations, should be settled at the workplace between the employee and the local manager (that is, the employees immediate manager). Where practical, a genuine attempt to resolve the dispute should be made within 24 hours of the dispute being raised.
- 87.3 If the grievance cannot be resolved as provided for in 87.2 the local delegate or employee is to present the Depot/Unit Manager with a notice of dispute outlining the specific nature of the dispute. The Depot/Unit Manager will discuss the matter with the local union/s delegate/s or employee as soon as practicable.
- 87.4 If the dispute is not resolved as provided for in 87.3 (or if the subject matter of the dispute is not local in nature), the dispute should be referred to the appropriate General Manager, and may also be referred by an employee or union delegate to a union official, who must attempt to resolve the dispute.
- 87.5 Nothing in 87.3 or 87.4 prevents the appropriate Manager or General Manager agreeing (either because the issue is of State Transit-wide significance, involves the interpretation of a policy or industrial instrument, or for some other reason) with an employee, a union delegate, or a union official, to refer the matter for resolution to the Manager, Employee Relations, in conjunction with the employee involved, or a union delegate or union official.
- 87.6 If, following action under 87.2, 87.3, 87.4 or 87.5 a dispute remains unresolved, the employee, a Union Delegate, or the Manager, Employee Relations may refer the matter for resolution to the General Manager, Human Resources (or, at the discretion of the General Manager, Human Resources, or the Chief Executive) and an official nominated by the union.
- 87.7 If, following action under 87.2 to 87.6 inclusive, the dispute remains unresolved, State Transit or the union must refer the dispute to Unions NSW (advice to be provided to other party) following which a 72 hours cooling off period (exclusive of weekends and public holidays) will apply, to enable Unions NSW to assist in the resolution of the dispute.
- 87.8 If a dispute referred to Unions NSW under 87.7 remains unresolved following that reference and the giving of assistance by Unions NSW, either State Transit or the relevant Union/s may refer the matter to the NSW Industrial Relations Commission (IRC) for conciliation and if necessary arbitration.
- 87.9 The Parties recognise that disputes can differ widely in nature, and can thus take different lengths of time to resolve, but the Parties also agree that disputes should be resolved as quickly as is possible; that, subject to any contrary agreement between State Transit and the employee or Union involved, any individual step in the process should as a general rule take no more than five working days to complete; and that in the case of each step attempts should be made to hold discussions within two working days of commencing the step.
- 87.10 Any dispute that is still unresolved after having been progressed in accordance with the steps in this clause, is not further referred by either State Transit, the employee, or the union for a period of 28 working days after the last step, will be deemed to be no longer a matter in dispute.

- 87.11 Nothing in this clause prevents the making of an agreement to refer a dispute to a step other than the one next in sequence, in order to accelerate resolution or for some other reason; or the reference of a dispute to the relevant industrial tribunal for urgent resolution.
- 87.12 Subject to subclause 87.14, while a dispute is being dealt with under one of the preceding paragraphs in this clause, work must continue without disruption. Work practices, which existed prior to the dispute, shall apply, except where it involves the application of provisions in the Award.
- 87.13 The Parties acknowledge that, where a dispute involves a matter where a genuine, serious and immediate risk is posed to the health or safety of any person, it may not be practical to follow the procedures in this clause in attempting to resolve the dispute; and that an urgent reference to the relevant Industrial Tribunal may be required.
- 87.14 Stoppages directed by Unions NSW and generally applying in industry are exempt from this procedure.

88. Contestability

- 88.1 The Parties agree that, in accordance with the New South Wales Government service competition policy, non-core activities may be subjected to contestability against external service providers from time to time.

89. Union Training Leave

- 89.1 A maximum of 100 days in total will be provided for employees to participate in authorised training associated with union and employee activities.

90. Stand Down

- 90.1 The Employer may deduct payment for any day or shift that an employee cannot be usefully employed because of any strike or through any stoppage of work by any cause for which the Employer cannot reasonably be held responsible, or because of the failure of the Employee to perform any work allotted to or available for the Employee during such period of strike or stoppage of work.

PART B

Table 1 - Wage Rates

CLASSIFICATION	WEEKLY RATE			
	12/6/07	With IA*	12/6/08	With IA*
Conductor T/A Sign on Clerk	\$643.40	\$680.80	\$669.10	\$708.00
Bus Cleaner level 1	\$647.40	\$684.80	\$673.30	\$712.20
Bus Cleaner level 2	\$687.90	\$725.30	\$715.40	\$754.30
Bus Cleaner level 3	\$707.80	\$745.20	\$736.10	\$775.00
Bus Cleaner level 4	\$748.40	\$785.80	\$778.30	\$817.20
Trainee Bus Operator	\$719.90	\$757.30	\$748.70	\$787.60
Bus Traineeship level 1	\$719.90	\$757.30	\$748.70	\$787.60
Bus Operator level 1	\$747.20	\$784.60	\$777.10	\$816.00
Bus Operator level 2	\$777.00	\$814.40	\$808.10	\$847.00
Bus Traineeship level 2	\$777.00	\$814.40	\$808.10	\$847.00
Senior Bus Operator	\$792.00	\$829.40	\$823.70	\$862.60
Shed Driver	\$814.80	\$852.20	\$847.40	\$886.30
Customer Service Coordinator level 1	\$881.10	\$918.50	\$916.30	\$955.20
Airport Coordinator	\$855.70	\$893.10	\$889.90	\$928.80
Bus Operator Trainer 1	\$857.30	\$894.70	\$891.60	\$930.50
Bus Operator Trainer 2	\$922.70	\$960.10	\$959.60	\$998.50
Bus Operator Trainer 3	\$1010.50	\$1047.90	\$1050.90	\$1089.80
Customer Service Liaison (Kiosk)	\$855.70	\$893.10	\$889.90	\$928.80
Customer Service Liaison (Explorer)	\$855.70	\$893.10	\$889.90	\$928.80

* With IA - column, incorporates weekly Wage Rate with the Industry Allowance provided for in Item 1, Table 2, Part B, of this Award, added to the weekly base rate.

Table 2 - Other Rates and Allowances

	Description	12 June 2007 \$	12 June 2008 \$
Item 1	Industry Allowance	37.40	38.90
Item 2	Articulated Bus Allowance	16.00	16.60
Item 3	Standby Allowance	10.00	10.00

Table 3 -Uniform Allowance

The initial issue of uniform will include the following items:

Shirts (long or short sleeve)	7
Trousers/Skirt/Slacks/Shorts	3
Sunglasses	1
Hat	1
Belt	1
Socks	5 pairs
Footwear	1 pair
Rain set	1 set
Jumpers/Jackets	2
AND 1 x Additional item which must be either: Shorts, or Extra Shirt	

Table 4 - Sydney Meal Break, Sign On and Sign Off Allowances

(a)	First sign on bus ex shed	ten minutes
	First sign on pick up bus at relief point	eight minutes
	First sign on staff bus/car ex shed	nine minutes
(b)	Broken shifts	
	First sign off bus to shed	five minutes
	First sign off relieved at relief point	five minutes
	First sign off staff bus/car to shed	five minutes
(c)	Broken shifts	
	Second sign off bus to shed	five minutes
	Second sign off relieved at relief point	five minutes
	Second sign off staff bus/car to shed	five minutes
(d)	Final sign off bus to shed	ten minutes
	Final sign off relieved at relief point	eight minutes
	Final sign off staff bus to shed	nine minutes
(e)	Allowances at meal breaks or within shift portions	
	Bus ex. Shed	five minutes
	Bus to shed	five minutes
	Staff bus ex. shed	one minute
	Staff bus to shed	one minute
	Relieved at relief point (walk/travel)	zero minutes
	Pick up at relief point (walk/travel)	zero minutes

Walking time at each location, as agreed between the Parties to be added to (a)-(e) where a relief point is mentioned.

Table 5 - Newcastle Meal Break, Sign On and Sign Off Allowances

(a)	First sign on bus ex shed	ten minutes
	First sign on pick up bus at relief point	three minutes
	First sign on staff bus/car ex shed	ten minutes
(b)	Broken shifts	
	First sign off bus to shed	ten minutes
	First sign off relieved at relief point	five minutes
	First sign off staff bus/car to shed	ten minutes
(c)	Broken shifts	
	Second sign on bus ex shed	seven minutes
	Second sign on pick up bus at relief point	two minutes
	Second sign on staff bus/car ex shed	seven minutes
(d)	Final sign off bus to shed	thirteen minutes
	Final sign off relieved at relief point	ten minutes
	Final sign off staff bus to shed	thirteen minutes
(e)	Allowances at meal breaks or within shift portions	
	Bus ex. Shed	five minutes
	Bus to shed	eight minutes
	Staff bus ex. shed	five minute
	Staff bus to shed	eight minute
	Relieved at relief point (walk/travel to meal break)	four minutes
	Pick up at relief point (walk/travel within shift portion)	zero minutes
	Pick up at relief point (walk/travel)	zero minutes

Walking time at each location, as agreed between the Parties to be added to (a)-(e) where at relief point is nominated.

TABLE 6 - EXCLUSIVE SHIFT TIMES

Exclusive Provision - Monday to Friday

DUTIES	UNION	INSTITUTE	GYM ATTENDANT
Locations	Hours	Hours	Hours
Brookvale	3h	2h 45m	
Burwood	3h	2h 30m	
Kingsgrove	3h 30m	3h	
Leichhardt	2h 45m	2h 30m	
Mona Vale	2h 30m	2h 15m	
North Sydney	2h 30m	2h 15m	
Port Botany	3h 15m	3h	
Randwick	3h 15m	3h	
Ryde	3h 30m	2h 45m	
Waverley	3h 30m	3h	4h
Willoughby	3h	2h 45m	
Hamilton	3h 35m	2h 15m	
Belmont	3h 25m	2h 15m	

EXPLORER LIAISON Randwick only Mon to Fri	EXPLORER LIAISON Randwick only Saturday
5h 5m	9h 5m

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (NSW DEPARTMENT OF PRIMARY INDUSTRIES) GEOSCIENTISTS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 603 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties to the Award
4.	Salaries
5.	Progression of Officers
6.	Grievance and Dispute Settling Procedures
7.	Anti-Discrimination
8.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

PART A

1. Title

This award shall be known as the Crown Employees (NSW Department of Primary Industries) Geoscientists Award.

2. Definitions

- (a) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (b) "Department" means the NSW Department of Primary Industries, as specified in Schedule 1 of the *Public Sector and Employment Management Act 2002*.
- (c) "Department Head" means the Director-General of the NSW Department of Primary Industries.
- (d) "DPE" means the Director of Public Employment, as established under the *Public Sector Employment and Management Act 2002*.
- (e) "Geoscientist" means an officer who has obtained an Earth Science degree or equivalent requiring a minimum of three years full-time study at a recognised university or tertiary institution, with a major in a Geoscience discipline.

- (f) "Officer" means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002* who are appointed to positions classified under this award in the Department of Mineral Resources.
- (g) "Service" means continuous service.

3. Parties to the Award

The parties to this award are the DPE and the Association.

4. Salaries

The rates of salary shall be paid to officers appointed to the positions specified as set out in Table 1 - Salaries, of Part B, Monetary Rates.

5. Progression of Officers

Progression of officers from Grade I to Grade II in this award will be subject to:

- (a) completion of 12 months satisfactory service on the maximum salary for Grade I; and
- (b) the officer having demonstrated a capacity to undertake geo-scientific investigations involving a degree of originality and independence or to perform work of an equivalent importance or value.

The promotion of officers beyond Geoscientist Grade II will be subject to the occurrence of a vacancy and merit selection.

6. Grievance and Dispute Settling Procedures

- (a) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.
- (b) An officer is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (c) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (d) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (e) If the matter remains unresolved with the immediate manager, the officer may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The officer may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (f) The Department Head may refer the matter to the DPE for consideration.
- (g) If the matter remains unresolved, the Department Head shall provide a written response to the officer and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (h) An officer, at any stage, may request to be represented by the Association.

- (i) The officer or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (j) The officer, Association, Department and DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (k) Whilst the procedures outlined in subclauses (a) to (j) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any officer or member of the public.

7. Anti-Discrimination

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

8. Area, Incidence and Duration

- (a) This award shall apply to all the officers employed by the NSW Department of Primary Industries as defined in clause 2, Definitions, of this Award.

- (b) Officers are entitled to the conditions of employment provided by this Award and by the provisions in the following:
- Public Sector Employment and Management Act 2002;*
- Public Sector Employment and Management Regulation 1996;
- Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006;
- Crown Employees (Public Sector - Salaries 2007) Award; or
- any replacement award, except where specifically varied by this award.
- (c) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and replaces the Crown Employees (Geoscientists - Department of Mineral Resources) Award published 21 January 2005 (348 I.G. 15) and all variations thereof.
- (d) 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 the New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 31 July 2007.
- (e) This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salaries

The salaries set out below, shall apply from the beginning of the first pay period on or after 1 July 2007, in accordance with the provisions of the Crown Employees (Public Sector - Salaries 2007) Award be paid to officers appointed to the positions specified.

Classification and Grades	Common Salary Point	Per annum \$
Geoscientists		
Grade I		
1st year of service	47	46,807
2nd year of service	51	48,518
3rd year of service	57	51,277
4th year of service	64	55,010
5th year of service	71	58,925
6th year of service and thereafter	77	62,330
Grade II		
1st year of service	82	65,527
2nd year of service	85	67,448
3rd year of service	89	70,167
4th year of service and thereafter	94	73,750
Senior		
1st year of service	97	76,064
2nd year of service	99	77,634
3rd year of service	102	79,947
4th year of service and thereafter	105	82,244

Principal		
1st year of service	111	87,263
2nd year of service and thereafter	114	89,810
Assistant Director, Geological Survey		
1st year of service	119	94,443
2nd year of service	124	99,269
3rd year of service and thereafter	128	103,591

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES NURSES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 732 of 2007)

Before Commissioner Macdonald

29 August 2007

REVIEWED AWARD**1. Arrangement**

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	General Conditions of Employment
4.	Salary Rates
5.	Overtime
6.	Penalty Payments for Shift Work and Weekend Work
7.	Public Holidays
8.	Annual Leave
9.	Grading of Positions of Nurse Manager
10.	Dispute Resolution Procedures
11.	Anti-Discrimination
12.	Personal Carer's Leave
13.	Area, Incidence and Duration
14.	No Extra Claims
15.	Savings Clause
16.	Career Break Scheme

PART B

MONETARY RATES

Table 1 - Salaries

Schedule 1 - Core Knowledge And Skills

PART A**2. Definitions**

Unless the context otherwise indicates or requires, the several expressions hereunder defined shall have the respective meanings assigned to them:

The "Association" means the New South Wales Nurses' Association of 43 Australia Street, Camperdown, New South Wales.

"Career Break Scheme" means a scheme where employees may apply for an option to defer twenty percent of their salary for four years, and be paid this deferred salary in the fifth year.

"Clinical Nurse Educator" means a registered nurse with relevant post registration certificate qualifications, who is required to implement and evaluate educational programs at the ward/unit level.

The Clinical Nurse Educator shall cater for the delivery of clinical nurse education in the ward/unit level only.

A nurse will achieve Clinical Nurse Educator status on a personal basis by being required by the employer to provide the educational programs detailed above. Nothing in this clause shall affect the role carried out by the Clinical Nurse Specialist as a specialist resource and the Clinical Nurse Consultant in the primary role of clinical consulting, researching etc.

"Clinical Nurse Specialist" means:

A registered nurse with relevant post-basic qualifications and 12 months' experience working in the clinical area of his/her specified post-basic qualification or; a minimum of four years' post-basic registration experience including three years' experience in the relevant specialist field and; who satisfies the local criteria.

"Clinical Nurse Consultant" means a registered nurse appointed as such to a position approved by the employer and who has had at least five years' post basic registration experience and who has in addition approved post-basic nursing qualifications relevant to the field in which she/he is appointed, or such other qualifications or experience deemed appropriate by the employer.

"Consultation" means that the employer must notify the Association of the proposal or issue in question, give the Association adequate time to consider the matter and respond to the employer, and the Association's views (where expressed) must be taken into account by the employer in arriving at a decision.

"Day Worker" means a worker who works her/his ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00a.m. and before 10.00a.m. otherwise than as part of the shift system.

"Employee" means, for the purpose of this award, a person who holds a position for which a nursing qualification is an essential requirement and is employed as a public servant within the NSW Department of Health.

"Employer" for the purposes of this award, in respect of nurses employed pursuant to the *Public Sector Employment and Management Act 2002*, is a reference to the NSW Department of Health and, in respect of public servants, is a reference to the Director of Public Employment - and any person authorised to exercise the functions of the employer on behalf of the Director of Public Employment.

"Nurse Educator" means a registered nurse with a post-registration certificate, who has relevant experience or other appropriate qualifications and who is appointed to a position of Nurse Educator.

A Nurse Educator shall be responsible for the development, implementation and delivery of nursing education programs within an area, group or hospital. Nurse education programs shall mean courses conducted such as post registration certificates, continuing nurse education, new graduate orientation, post registration enrolled nurses' courses and where applicable, general staff development courses.

A person appointed to a position of Nurse Educator who holds relevant tertiary qualifications in education or tertiary post graduate specialist clinical nursing qualifications shall commence on the 3rd year rate of the salary scale.

A person appointed as a sole nurse educator in a hospital, district or region shall be paid at the 3rd year rate of the salary scale.

Incremental progression for Nurse Educators shall be on completion of 12 months' satisfactory service subject that progression shall not be beyond the 3rd year rate unless that person possesses the qualifications detailed in the two previous paragraphs.

Persons appointed to the 3rd year rate by virtue of this definition shall progress to the 4th year rate after completion of 12 months' satisfactory full-time service.

"Nurse Manager" means any registered nurse who is allocated to a nurse manager position in accordance with clause 9, Grading of Positions of Nurse Manager.

"Nursing Unit Manager" means a registered nurse in charge of a ward or unit or group of wards or units in a hospital or health service and shall include:

"Nursing Unit Manager Level 1" whose responsibilities include:

- (a) Co-ordination of patient services - liaison with all health care disciplines for the provision of services to meet patient needs:

the orchestration of services to meet patient needs after discharge; and monitoring catering and transport services.

- (b) Unit management - implementation of hospital/health service policy:

dissemination of information to all personnel;

ensuring environmental safety;

monitoring the use and maintenance of equipment;

monitoring the supply and use of stock and supplies; and

monitoring cleaning services.

- (c) Nursing staff management - direction, co-ordination and supervision of nursing activities;

training, appraisal and counselling of nursing staff;

rostering and/or allocation of nursing staff; and

development and/or implementation of new nursing practise according to patient need.

Provided that the classification of Nursing Unit Manager Level 1 shall include those registered nurses who as at 27 June 1986 were appointed as Charge Nurses or Supervisors of 20 but less than 50 beds, or who were appointed at a rate of pay equal to the latter.

"Nursing Unit Manager Level 2" whose responsibilities in relation to patient services, ward or unit management and staff management are in excess of those of a Nursing Unit Manager Level 1.

Provided that the classification of Nursing Unit Manager Level 2 shall include those registered nurses who as at 27 June 1986 were appointed as Supervisors 50-75 beds or at a rate of pay equal thereto.

"Nursing Unit Manager Level 3" whose responsibilities in relation to patient services ward or unit management and staff management are in excess of those of a Nursing Unit Manager Level 2.

Provided that the classification of Nursing Unit Manager Level 3 shall include those registered nurses who as at 27 June 1986 were appointed as Supervisors 75-100 beds or at a rate of pay equal thereto.

Provided further in relation to those nurses classified in accordance with this definition as Nursing Unit Managers on the basis of their former appointment as Charge Nurses or Supervisors as the case may be, that nothing in this definition shall prevent them from being considered for regrading at any time after 27 June 1986.

"Registered Nurse" means a person registered by the Nurses' Registration Board as such.

"Shift Worker" means a worker who is not a day worker as defined.

3. General Conditions of Employment

Except as otherwise provided in this award:

- (a) Employees shall be entitled to, and shall observe, the conditions of employment applicable to public servants, i.e. the conditions of employment covering officers employed in organisations listed in Schedule 1 and Schedule 2 of the *Public Sector Employment and Management Act 2002* and the Regulations as contained from time to time in the Public Service Handbook and/or the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 as varied from time to time.

4. Salary Rates

The minimum salaries per week to be paid to employees shall be as set out in Table 1 - Salaries of Part B, Monetary Rates.

5. Overtime

- (a) Subject to subclause (b) an employer may require an employee to work reasonable overtime.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purpose of subclause (b) what is unreasonable or otherwise will be determined having regard to:
 - (i) the risk to the employee's health and safety;
 - (ii) the employee's personal circumstances including any family and carer responsibilities;
 - (iii) the needs of the facility;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (v) any other relevant matter.
- (d) This clause shall not apply to Nurse Managers classified at Grade 4 or above.
- (e) Overtime shall be paid for time worked in excess of 152 hours over each four weekly period provided that the performance of such overtime is authorised by the employer.
- (f) In assessing payment for authorised time worked in excess of 152 hours over each four weekly period, time should stand alone in excess of each normal shift and be calculated in accordance with subclause (g) of this clause.
- (g) Authorised overtime shall be paid at the rate of time and one half for the first two hours and double time thereafter. Provided that all authorised overtime worked on Sundays shall be paid at the rate of double time and on public holidays at the rate of double time and one half.

6. Penalty Payments for Shift Work and Weekend Work

- (a) This clause shall not apply to Nurse Managers classified at Grade 4 or above.
- (b) In addition to the rates prescribed by this award, officers authorised by the employer to perform work on a shift basis and/or weekends and public holidays shall be paid for all time other than overtime worked at the following prescribed penalty:

- (i)
 - (1) On afternoon shift, commencing at or after 10.00a.m. and before 1.00p.m. at the rate of ten per cent extra.
 - (2) On afternoon shift, commencing at or after 1.00p.m. and before 4.00p.m. at the rate of 12 ½ per cent extra.
 - (3) On night shift, commencing at or after 4.00p.m. and before 4.00a.m. at the rate of 15 per cent extra.
 - (4) On night shift, commencing at or after 4.00a.m. and before 6.00a.m. at the rate of ten per cent extra.
- (ii)
 - (1) Between midnight Friday and midnight Saturday at the rate of half-time extra.
 - (2) Between midnight Saturday and midnight Sunday at the rate of three-quarter time extra.
 - (3) Provided that these weekend rates in this subclause shall be in substitution for and not cumulative upon the shift penalties prescribed in subclause (i) of this clause.
- (iii) Between midnight to the following midnight on a public holiday at the rate of half time extra in substitution for and not cumulative upon the shift premiums prescribed in subclause (i) and (ii) of this clause.

7. Public Holidays

- (a) Public holidays shall be allowed to employees on full pay. An employee who is required to and does work on a public holiday shall be paid for the time actually worked at the rate of time and one half in addition to his/her ordinary weekly rate. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. Provided that, if an employee so elects, he/she may have one day or one half day, as appropriate, added to his/her period of annual leave and be paid at the rate of one half time extra for the time actually worked.
- (b) Where a public holiday occurs on a shift worker's rostered day off, he or she shall be paid one day's pay in addition to the weekly rate or, if the employee so elects, have one day added to his or her period of annual leave.

8. Annual Leave

Nurse Managers classified at Grade 4 or above are entitled to annual leave as set out in subclause (a) to (d) of this clause. All other employees are entitled to annual leave in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, as varied from time to time.

- (a) Twenty ordinary working days' annual leave per annum; and,
- (b) If they work on a public holiday as defined in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, as varied from time to time:
 - (i) the provisions of clause 7, Public Holidays; or
 - (ii) by agreement between the employee and the employer, time in lieu of each public holiday or half public holiday so worked, to be taken at a time agreed between the employee and the employer.
- (c) The benefits of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, as varied from time to time, shall not apply to Nurse Managers classified at Grade 4 or above.

- (d) The employer must pay to all employees annual leave loading in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, as varied from time to time.

9. Grading of Nurse Manager

- (a) All positions of Nurse Manager, as defined in clause 2, Definitions shall be graded by the employer.
- (b) The employer may determine a higher grading including a multi-grade, eg. Grade 4-5, Grade 6-7, etc., where the requirements of the position involve a higher level of complexity and/or an extended role to that generally comprehended by the otherwise applicable grading.
- (c) Progression to the second salary point in each grade will occur after 12 months' satisfactory service in that grade. Provided that accelerated progression within the 12 months' period, or on commencement of employment, may occur where the employer is satisfied that such progression is warranted in an individual case.
- (d) If dissatisfied with the grade as determined in any individual case, the Association may discuss the matter with the local management and, if still dissatisfied, may apply for a review of the grading by the employer and the Association at a central level.
- (e) No employee is to suffer a reduction in salary as a result of the implementation of the new structure. Where an employee would ordinarily be classified at a grade which carries a salary less than his or her current salary he or she shall retain his or her current salary, including all future increases thereto, on a strictly personal basis, while ever he or she remains in the current position.
- (f) Employees seeking appointment to positions of Nurse Manager are generally expected to possess the core knowledge and skills appropriate to the respective grades as set out in Schedule 1 - Core Knowledge and Skills.

10. Dispute Resolution Procedures

- (a) All parties must use their best endeavours to cooperate in order to avoid any grievances and/or disputes.
- (b) Where a dispute arises, regardless of whether it relates to an individual employee or to a group of employees, the matter must be discussed in the first instance by the employee(s) or the Association on behalf of the employee(s) if the employee(s) so requests and the immediate supervisor of that employee(s).
- (c) If the matter is not resolved within a reasonable time it must be referred by the employees immediate supervisor to the Chief Executive Officer of the employer (or his or her nominee) and may be referred by the employee(s) to the Association's head office. Discussions at this level must take place and be concluded within two working days of referral or such extended periods as may be agreed.
- (d) If the matter remains unresolved, the Association must then confer with the appropriate level of management, depending on the nature and extent of the matter. Discussions at this level must take place and be concluded within two working days of referral or such extended period as may be agreed.
- (e) If these procedures are exhausted without the matter being resolved, or if any of the time limits as set out in this clause are not met, either the Association or the employer may seek to have the matter mediated by an agreed third party, or the matter may be referred in accordance with the provisions of the *Industrial Relations Act 1996*, to the Industrial Relations Commission of New South Wales for its assistance in resolving the issue.
- (f) During these procedures normal work must continue and there must be no stoppages of work, lockouts, or any other bans or limitations on the performance of work.

- (g) The status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose "status quo" means the work procedures and practices in place:
- (i) immediately before the issue arose; or
 - (ii) immediately before any change to those procedures or practices, which caused the issue to arise, was made.
- The employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.
- (h) Throughout all stages of these procedures, adequate records must be kept of all discussions.
- (i) These procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.

11. Anti-Discrimination

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

12. Personal Carer's Leave

The provisions of Clause 82, Sick Leave to Care for a Family member, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, shall apply.

13. Area, Incidence and Duration

- (a) This award applies to all employees as defined in clause 2, Definitions, employed as a public servant within the NSW Department of Health.
- (b) Insofar as the employees covered by this award are concerned, this award replaces the rates of pay and conditions of employment set out in the Public Health Nurses, Department of Health and Others Public Service Board Agreement No. 2503 of 1986, the Department of Health - Private Health Care Branch - Nurse Supervisor Agreement No. 2543 of 1995 and the determination entitled Health Administration Corporation Nurse Employees Providing Services to the Nurses' Registration Board, dated 25 August 1995.
- (c) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Health Administration Corporation and Department of Health, Nurses (State) Award published 4 March 2005 (348 I.G. 954) which took effect from the beginning of the first pay period to commence on or after 4 November 1997 and all variations thereof.
- (d) The changes made to the Award pursuant to the Award Review under section 19 (6) of the *Industrial Relations Act 1996* and Principles of Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 IG 307) take effect on and from 29 August 2007. This award remains in force until varied or rescinded, the period for which it was made having already expired.

14. No Extra Claims

The Association undertakes not to pursue any new salaries or conditions arising from negotiation of productivity and efficiency improvements covered by the Memorandum of Understanding between the NSW Government and the Association dated 2 March 2000.

15. Savings Clause

It is the intention of the parties that this award be a consolidation of the industrial instruments applicable immediately prior to the making of this Award. Unless otherwise agreed, it is not the intention of the parties that any existing conditions of employment be removed. This does not preclude any regrading of positions that may arise from job evaluation exercises.

16. Career Break Scheme

- (i) The career break scheme allows employees to defer twenty percent of their salary for four years, and be paid this deferred salary in the fifth year.
- (ii) Employees who apply and are approved to participate in the career break scheme will receive 100% of their normal salary for the first four years with a deduction equivalent to 20% of net salary (gross less tax). The 20% of net salary is deposited into an account in the employee's name each pay period for payment in the fifth year (the deferred salary leave year) and subject to applicable taxation as required by law. The employer and employee will agree in writing prior to the commencement of the career break on the specific method and conditions under which the deferred salary will be withheld.
- (iii) All full time and permanent part time employees are eligible to participate in the career break scheme. Casual and temporary employees are excluded from participation in career break scheme. If a permanent employee is placed into another position by way of temporary engagement or secondment during the four years when salary is being deferred, this will not of itself affect their continued participation in the career break scheme.

- (iv) The NSW Department of Health will call for expressions of interest from employees seeking to participate in the career break scheme once each calendar year. The timing of the invitation of applications is to be determined by the public health organisation but in any event will not be later than 31 December 2007 for the initial commencement year.
- (v) The NSW Department of Health will determine the number of employees that may participate in the career break scheme having regard to service delivery and staffing levels and reserves the right to approve or not approve requests after considering workforce needs. This will be done in consultation with employees. The NSW Department of Health will not unreasonably refuse any application by an employee to participate in the career break scheme.
- (vi) For members of the State Superannuation Scheme (SSS) the NSW Department of Health will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to 100% of salary for each of the five years.
- (vii) For members of the State Authorities Superannuation Scheme (SASS) the NSW Department of Health will maintain the participant's employer contributions for the full five year period at the rate applicable to a person earning full salary for each of the five years. Any required personal superannuation contributions of participants are payable at the rate applicable to their full salary for each of the five years.
- (viii) For members of other complying funds (eg First State Superannuation, HESTA, HIP) the NSW Department of Health will cease making employer contributions during the deferred salary leave year. The superable salary is deemed to be 100% of the participant's normal salary (both deferred and the remaining 80% paid) for each of the first four years, and superannuation employer contributions are calculated on this basis. In the deferred salary leave year no employer contributions to superannuation are payable for members of these funds.
- (ix) Employees will continue to pay all personal employee superannuation contributions whilst participating in the career break scheme. The amount of such employee contributions is determined by the superannuation scheme/fund to which the employee is contributing and personal contributions during the deferred salary leave year are payable at the rate applicable to the employee's full salary.
- (x) In the deferred salary leave year, salary packaging and payroll deductions will not be available.
- (xi) The five years of the career break scheme will count as service for the accrual of long service leave, sick leave, annual leave, salary increments and other statutory entitlements. Any leave without pay taken by an employee whilst participating in the career break scheme will not count for the purpose of accrual of any leave. For the purpose of determining the leave accrued in the fifth year of the career break scheme (i.e. the deferred salary leave year) for permanent part-time employees, the average of all hours worked (excluding overtime) in the first four years of the career break scheme and including paid leave taken will be used for the basis of making this calculation.
- (xii) If any leave without pay is taken by an employee during the first four years of the career break scheme, the commencement of the deferred salary leave year will be postponed by the time the employee was absent from duty i.e. by the number of days leave without pay taken by the employee.
- (xiii) Employees are entitled to take paid leave during the first four years of the career break scheme, subject to normal approval processes at the public health organisation. Whilst on any paid leave the employee will be paid in accordance with subclause (ii) of this clause.
- (xiv) Employees are not entitled to take any form of leave during the deferred salary leave year, with the exception of Maternity and Adoption leave. In respect to Maternity or Adoption leave, if the deferred salary year has not yet commenced, the employee may elect to postpone the deferred salary leave year until after the completion of such leave (up to 52 weeks). If the employee elects not to postpone the deferred salary leave year, they are entitled to a lump sum payment of their normal salary for the period of paid maternity/adoption leave. The paid maternity/adoption leave does not extend the deferred salary leave year.

- (xv) There will be no access to the deferred salary until the fifth year unless the employee chooses to withdraw from the career break scheme.
- (xvi) An employee may elect to withdraw from the career break scheme at any time by giving reasonable notice to the employer, and will be paid all monies in the account.

It is the responsibility of the employee participating in the career break scheme to declare the interest earned on the deferred salary to the Taxation Office. Normal government statutory charges attributed to an individual's deferred salary account will be paid by the employee.

- (xvii) Subject to approval by the NSW Department of Health an employee may undertake outside employment in the deferred salary leave year. During the deferred salary leave year employees are not permitted to undertake work in the NSW Department of Health in positions covered by the Award. However, this does not prevent work in the NSW Department of Health in another position not covered by the Award.
- (xviii) Upon return to work after the deferred salary leave year an employee will resume employment in their substantive NSW Department of Health position at the conclusion of their participation in the career break scheme, being the anniversary date of commencing the deferred salary leave year.
- (xix) Employees are advised to seek independent financial advice about participating in the career break scheme and the effect on superannuation. Comprehensive details regarding the operation of the career break will be recorded in a written agreement between the employee and the employer, to be signed prior to the commencement of the five year period.
- (xx) A review of the operation of this clause will occur by 30th June 2008 or a later date if agreed between the parties. That review will be undertaken by the Department of Health and the Nurses' Association and will consider any recommendations to vary the Scheme.

PART B

MONETARY RATES

Table 1 – Salaries

Classification	From beginning of first pay period on or after 1 July 2007 per week
Nurse/Midwifery Manager	
Grade 1	\$1,541.90
Grade 1	\$1,573.40
Grade 2	\$1,604.60
Grade 2	\$1,636.40
Grade 3	\$1,699.20
Grade 3	\$1,730.90
Grade 4	\$1,793.70
Grade 4	\$1,825.10
Grade 5	\$1,887.80
Grade 5	\$1,919.70
Grade 6	\$1,982.60
Grade 6	\$2,014.20
Grade 7	\$2,139.70
Grade 7	\$2,171.50
Grade 8	\$2,297.30
Grade 8	\$2,328.60
Grade 9	\$2,454.40
Grade 9	\$2,486.00

Registered Nurse/Midwife	
1st Year	\$877.70
2nd Year	\$925.50
3rd Year	\$973.20
4th Year	\$1,024.50
5th Year	\$1,075.30
6th Year	\$1,126.00
7th Year	\$1,183.90
8th Year	\$1,232.60
Clinical Nurse/Midwifery Specialist	
1st Year and Thereafter	\$1,282.70
Clinical Nurse/Midwifery Consultant	
1st Year and Thereafter <31.12.99	\$1,577.30
Grade 1 - 1st Year >31.12.99	\$1,541.90
Grade 1 - 2nd Year >31.12.99	\$1,573.40
Grade 2 - 1st Year >31.12.99	\$1,604.60
Grade 2 - 2nd Year >31.12.99	\$1,636.40
Grade 3 - 1st Year >31.12.99	\$1,699.20
Grade 3 - 2nd Year >31.12.99	\$1,730.90
Nursing/Midwifery Unit Manager	
Level 1	\$1,546.20
Level 2	\$1,619.60
Level 3	\$1,663.20
Clinical Nurse/Midwifery Educator	
1st Year and Thereafter	\$1,282.70
Nurse/Midwifery Educator	
1st Year	\$1,423.00
2nd Year	\$1,463.20
3rd Year	\$1,499.10
4th Year	\$1,577.30
Nurse/Midwifery Practitioner	
1st Year	\$1,699.20
2nd Year	\$1,730.90
3rd Year	\$1,775.10
Thereafter	\$1,819.50

SCHEDULE 1**Core Knowledge and Skills**

Group	Leadership	Communication	Knowledge	Performance Management	Planning	Resource Management
Grade 1	Ability to provide leadership as a resource person and role model in the clinical setting and in professional relationships and act as a mentor for less experienced staff.	Ability to represent nurses and consult with staff and other health professionals appropriately. Ability to identify to and mediate potential and actual conflict between individuals.	Ability to utilise and share knowledge and skills relating to nursing practice. Ability to contribute to and utilise research.	Ability to assess the competence of staff, and identify strengths and limitations. Ability to facilitate professional development of staff. Ability to facilitate activities which enhance the practice of staff.	Ability to set goals, formulate and implement plans to achieve identified outcomes. Ability to contribute to the implementation of organisational change.	Ability to effectively allocate and manage nursing resources and set nursing priorities.
Grade 2	Ability to lead the development of policy relating to nursing practice and provide leadership through direction and support to staff.		Ability to acquire and utilise a sound and contemporary knowledge of nursing professional and management issues.		Ability to contribute to an operational plan for the nursing service and coordinate the process of organisational change.	Ability to develop, monitor and evaluate nursing resource allocation.
Grade 3	Ability to develop leadership and management potential in staff. Ability to	Ability to utilise a broad range of communication skills selectively in a variety	Ability to facilitate the acquisition of knowledge by individuals and groups	Ability to undertake planning for performance in areas of responsibility for	Ability to develop an operational plan for the nursing service.	Ability to develop a staffing profile appropriate to service needs. Ability to

	identify the need for and initiate the development of policy relating to the nursing service.	of settings.	.	both individuals and teams. Ability to undertake a range of performance management activities appropriately.	.	develop nursing service budget within prescribed parameters.
Grade 4	Ability to evaluate and adjust policy.	Ability to represent the nursing service inside and outside the organisation at a local level. Ability to identify and mediate potential and actual conflict between groups.	Ability to acquire and utilise a sound and contemporary knowledge of health management and organisational issues. Ability to foster quality research activities.	Ability to develop performance assessment indicators and skill development tools.	Ability to coordinate planning across a range of services. Ability to manage the process of organisational change, evaluate the outcome adjust direction., process of organisational change evaluate the outcome and adjust direction.	Ability to identify nursing and/or health service budget requirements and negotiate for funding allocation.
Grade 5	Ability to develop an environment which promotes continuous improvement in practice.	Ability to manage media relations related to local issues within a policy framework. Ability to represent the organisation at a local level.	Ability to identify, evaluate and incorporate where appropriate emerging trends within the profession of nursing.	Ability to coordinate performance management activities within a range of services.	Ability to contribute to a strategic plan for the nursing service.	
Grade 6	Ability to develop a culture within the organisation which is open to critical reflection and change.			Ability to monitor and evaluate performance management across the organisation and identify opportunities to realise enhanced performance.	Ability to develop a strategic plan for the nursing service and contribute to the development of a strategic plan for the organisation.	Ability to assess nursing and/or health service resource utilisation and make recommendations.

Grade 7		Ability to represent the nursing service in range of forums including in range of forums including State and National.	Ability to identify, evaluate and incorporate where appropriate, emerging trends within health care.	Ability to enhance organisational performance through collaboration with other health facilities.		
Grade 8	Ability to vision and articulate the potential for the organisation.	Ability to represent the organisation at a State end National level.	Ability to identify, evaluate and incorporate where appropriate emerging trends within the broader service and business industry which have the potential to enhance nursing and/or health services.		Ability to generate and develop a strategic plan for the organisation.	

Grade 9	Ability to contribute to and influence emerging trends within nursing end health.	Ability to negotiate on behalf of the organisation.		Ability to enhance organisational performance through collaboration with other organisations both within and outside the area of health.	Ability to analyse the strategic plan of the organisation for continuing relevance and adjust direction. Ability to contribute to a strategic plan for health care in a range of forums including at a State end National level.	Ability to identify additional funding sources. and negotiate funding as required.
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Represents core knowledge and skills. Each grade represents a higher level of function than those beneath.

An assumption is made that those at Grade 8 (for example) will already have the knowledge and skills outlined in Grades 1-7

A. W. MACDONALD, Commissioner.

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (GREYHOUND AND HARNESS RACING
REGULATORY AUTHORITY - GREYHOUND RACING
EMPLOYEES) AWARD 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 838 of 2007)

Before Mr Deputy President Grayson

26 July 2007

REVIEWED AWARD

Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Salaries
3.	Travelling Arrangements
4.	Increments
5.	Deduction of Union Membership Fees
6.	Hours of Work
7.	Meal Break
8.	Overtime
9.	Allowances
10.	Higher Grade Work
11.	Finishing at Night
12.	Terms of Employment
13.	Public Holidays
14.	Recreation Leave
15.	Sick Leave
16.	Family and Community Service Leave, Personal Carer's Leave
17.	Extended Leave
18.	Roster Leave
19.	Paternity Leave
20.	Protective Clothing
21.	Adverse Reports
22.	Filling of Vacancies
23.	Consultation
24.	Grievance and Dispute Settling Procedures
25.	Existing Conditions
26.	Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
27.	Anti-Discrimination
28.	Secure Employment
29.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Appendix A
Appendix B

1. Definitions

"Association" means the Public Service Association and Professional Officers Association of New South Wales.

"Award" means the Crown Employees (Greyhound and Harness Racing Regulatory Authority - Greyhound Racing Employees) Award 2007.

"Chief Executive" means the Chief Executive of the GHRRA.

"DPE" means the Director of Public Employment, as established under the *Public Sector Employment and Management Act 2002*.

"Employee" means and includes all staff employed by the GHRRA to carry out functions associated with Greyhound racing.

"GHRRA" means Greyhound and Harness Racing Regulatory Authority Division.

"Service" means continuous service in a position covered by the Award. Future appointees shall be deemed to have the years of service indicated by the salaries at which they are appointed.

2. Salaries

Salaries for employees covered by this Award are set out at Part B Monetary Rates Table 1 - Rates of Pay of the Award. These salaries shall vary in line with any movement of the Crown Employees (Public Sector - Salaries 2007) Award or variation or replacement award to the grades listed by each position.

Casual Stewards - Inquiries

- (a) The fee for casual stewards shall be reviewed on 1 January each year, in line with the Consumer Price Index (All Capital Cities weighted average, all groups, between the December quarters).
- (b) Casual Stewards shall be paid a fee for all inquiries conducted outside of race meetings. The fee shall be \$93.50 for any inquiry lasting four (4) hours or less. A fee of \$187.00 shall be paid for all inquiries longer than four (4) hours. Casual Stewards shall be entitled to such fees for inquiries conducted at race meetings where the inquiry begins before, or concludes after a race meeting.
- (c) Casuals shall also receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006:
 - (i) Unpaid parental leave in accordance with paragraph 12(iv)(d);
 - (ii) Personal Carer's entitlement in accordance with subclause 12(v); and
 - (iii) Bereavement entitlement in accordance with subclause 12(vi).

This entitlement is also set out at Appendix A of this Award.

3. Travelling Arrangements

Stewards:

Newcastle based Stewards shall be granted time in lieu for any travel time between home and Head Office, over and above two (2) hours for the return trip home to home.

4. Increments

The payment of increments under the scale of salaries prescribed by Part B, Table 1 - Rates of Pay of the Award shall be subject to approval by the Chief Executive.

Increments shall be paid providing the Chief Executive is satisfied with the conduct and manner of performance of duties of the employee concerned.

In cases where the Chief Executive does not approve the granting of the increment the employee affected shall have the right of appeal to the GHRRA.

The Association shall have the right to represent its members.

5. Deduction of Union Membership Fees

- (a) The Association shall provide the GHRRA with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- (b) The Association shall advise the GHRRA of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable shall be provided to the GHRRA at least one month in advance of the variation taking effect.
- (c) Subject to (a) and (b) above, the GHRRA shall deduct Association fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the GHRRA to make such deductions.
- (d) Monies so deducted from an employee's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts.
- (e) Unless other arrangements are agreed to by the GHRRA and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- (f) Where an employee has already authorised the deduction of Association membership fees from 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 deduction to continue.

6. Hours of Work

- (a) The ordinary hours of work for all employees, except stewards, shall be thirty-five per week and shall be worked in five days, Monday to Friday, inclusive, between 8.45 am and 4.45 pm.

Starting or finishing times may be varied in respect of any particular employee or group of employees by agreement between the GHRRA and the Association.

- (b) The stewards and chief steward shall work a thirty-eight hour week. However, due to the nature of the industry, it is recognised that their ordinary hours of work shall be worked Monday to Saturday, including public holidays.

7. Meal Break

- (a) All employees shall be entitled to a Meal Break of not less than half an hour after five (5) hours worked.
- (b) Stewards at race meetings shall be entitled to a Crib Break of twenty minutes. The Crib Break shall be taken at a time convenient to the meeting. The Crib Break is a paid Meal Break.

8. Overtime

- (a) The Chief Executive may require an employee to perform duty beyond the hours determined under subclause (b) of this clause but only if it is reasonable for the employee to be requested to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
- (i) the employee's prior commitment outside the workplace, particularly the employee's family and carers responsibilities, community obligations or study arrangements;
 - (ii) any risk to employee health and safety;
 - (iii) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the GHRRA and the effect on client services;
 - (iv) the notice (if any) given by the Chief Executive regarding the working of the overtime, and by the employee of their intention to refuse the working of overtime; or
 - (v) any other relevant matter.
- (b)
- (i) All time worked before the ordinary commencing time or after the ordinary ceasing time, Monday to Friday inclusive, as prescribed in clause 6, Hours of Work of this Award, and before noon on Saturdays, shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.
 - (ii) All time worked after 12 noon on Saturdays and on Sundays shall be paid for at the rate of double time.
 - (iii) The provisions of this subclause shall not apply to stewards, cadet stewards, casual stewards, deputy chief steward and chief steward.
- (c) Stewards
- (i) Overtime shall be paid at the rate of time and a half for the first two hours and double time thereafter for all hours over and above thirty-eight where the GHRRA requires them to undertake further duties.

9. Allowances

- (a) Meal Allowances shall be paid in accordance with the provisions for meal allowances paid under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, or any subsequent variation or replacement Award.
- (b) Travelling Allowances shall be paid in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, or any subsequent variation or replacement Award.
- (c) Where a meal is not provided by the Race Club, stewards (including casual stewards) will be eligible for payment of lunch and/or dinner allowances in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, or any subsequent variation or replacement Award.

10. Higher Grade Work

An employee who is required to act in a higher position named in this Award and who carries out the full duties and assumes the full responsibilities of the position for at least one full working week shall be paid the difference between the employee's usual rate of pay and the minimum rate of pay for the higher position.

11. Finishing at Night

- (a) An employee required to work to 7:00 pm or beyond shall be provided with a taxi where:
 - (i) normal public transport is not available; and
 - (ii) costs are incurred over and above those normally paid for transport to home.
- (b) All employees shall be entitled to a minimum ten (10) hour break between finishing work on one day, and starting the next. Stewards are entitled to an eight (8) hour break between arrival at home and departure for the next race meeting.

12. Terms of Employment

- (a) Employees shall be paid not less frequently than every two weeks.
- (b) Notwithstanding anything contained in this Award, the GHRRA may terminate employment by the giving of two weeks notice in writing, or for such longer period as the GHRRA may have contracted with an individual employee. An employee desiring to terminate his/her employment with the GHRRA shall give two weeks notice in writing, or such longer period as contracted with the GHRRA.

Provided that nothing contained in this clause shall prevent an employee's employment being terminated without notice on the grounds of the employee's serious misconduct.

13. Public Holidays

- (a) Public holidays shall be allowed to employees on full pay.
- (b) For the purpose of this clause, the following shall be deemed to be public holidays - New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, Bank Holiday, or in lieu of any such day any holiday proclaimed in lieu thereof together with any day duly proclaimed as a special day and observed as a public holiday within the area in which the employee's headquarters are situated.
- (c) Employees (other than stewards) rostered for work on public holidays shall be granted:
 - (i) an option of payment at the prescribed public holiday rates; or
 - (ii) time off in lieu to be taken at the hourly equivalent to the overtime rate
 - (iii) time off is to be taken at a mutually agreed time.
 - (iv) the provisions of this clause shall not apply to stewards, cadet stewards, casual stewards, deputy chief steward and chief steward.

14. Recreation Leave

- (a) Recreation leave shall accrue from day to day at the rate of four weeks per annum, exclusive of public holidays: Recreation leave for stewards and cadet stewards accrues from month to month at the rate of six weeks per year, exclusive of public holidays.
- (b) Recreation leave will be taken by employees by arrangement with the GHRRA at times convenient to both parties.
- (c) Each employee, before proceeding on recreation leave shall, if they so request, be paid for the full period of leave to be taken.
- (d) An employee who has acquired a right to recreation leave shall, on the termination of their services for any reason, be paid forthwith in lieu of such leave the monetary value thereof. Where an employee dies,

such payment shall be made to the dependent relative or nominated beneficiary, of such employee or, if there is no dependent relative, payment shall be made to the nominated beneficiary of the employee.

- (e) Each employee shall be paid an Annual Leave Loading in accord with the Annual Leave Loading payable from time to time to employees employed under the *Public Sector Employment and Management Act 2002*. The leave year for the GHRRA is from January 1 to December 31 each year.
- (f) Leave shall not be allowed to accrue beyond a maximum of 8 weeks for all employees other than stewards. For stewards a maximum accrual of 12 weeks is allowed. Any exception to this must be with the approval of the Chief Executive.

15. Sick Leave

Sick leave shall be granted in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, or any subsequent variation or replacement Award.

16. Family and Community Service Leave, Personal Carer's Leave

- (a) The definition of "family" and "relative" for the purpose of this clause is the person who needs the employee's care and support and is referred to as the "person concerned" and is:
 - (i) a spouse of the employee; or
 - (ii) a de facto spouse, who in relation to a person, is a person of the opposite sex to the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial) parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or 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 paragraph:
 - (1) 'relative' means a person related by blood, marriage or affinity;
 - (2) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (3) 'household' means a family group living in the same domestic dwelling.
- (b) Family and Community Services Leave:
 - (i) The Chief Executive may grant family and community service leave to an employee:
 - (1) for reasons related to the family responsibilities of the employee; or
 - (2) for reasons related to the performance of community service by the employee; or
 - (3) in a case of pressing necessity.
 - (ii) Family and Community Services Leave replaces Short leave.
 - (iii) The maximum amount of family and community services leave on full pay that may be granted to an employee is:

- (1) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or
- (2) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the employee;

whichever is the greater period.

- (iv) Family and Community Service Leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
- (v) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete 'per occasion' basis on the death of a person defined in subclause (a).

(c) Use of Sick Leave to care for a sick dependant - general:

When family and community service leave, as outlined in subclause (b) is exhausted, the sick leave provisions under clause (d) may be used by an employee to care for a sick dependant.

(d) Use of sick leave to care for a sick dependant - entitlement:

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

17. Extended Leave

Employees shall be granted extended leave on such terms and conditions as may be applicable from time to time to employees employed under the provisions of the *Public Sector Employment and Management Act 2002* and the Regulations made thereunder.

18. Roster Leave

Each steward shall be granted nine days leave of absence in each period of twenty-eight days. Such time off duty may be granted weekly or allowed to accumulate for twenty-eight days. Where it is not convenient for the GHRRA to grant the full amount of leave due in each period of twenty-eight consecutive days, stewards may accumulate such leave. Leave under this clause shall not be allowed to accumulate to more than twelve days in a 12 month period. No payment in lieu of roster leave shall be made.

19. Parental Leave

As per the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

20. Protective Clothing

- (a) Where employees are required to work in dirty conditions or in inclement weather, or where the nature of the work otherwise so demands, the necessary protective clothing and equipment shall be supplied on loan by the GHRRA.
- (b) The Association shall be consulted in the event of there being any dispute about the need for any item of protective clothing or equipment.
- (c) Where employees are required to wear distinctive clothing or uniforms, such will be supplied by the GHRRA.

21. Adverse Reports

No adverse report shall be placed with the personal records of an employee or noted thereon unless the employee concerned has been shown and signed the said report and has been given an opportunity to respond.

22. Filling of Vacancies

All vacancies shall, as far as possible, be brought to the notice of existing employees. All employees shall be entitled to apply for any vacancy.

A policy to deal with the filling of temporary vacancies shall be developed in consultation with the Association.

23. Consultation

An employee dissatisfied with any decision of the GHRRA, either in particular or in general, in regard to his/her salary classification or to the nature of the work performed by or assigned to him/her is entitled to bring such grievance to the notice of management of the GHRRA in the terms set out in clause 24 of this Award. This also applies in regard to any decision of the GHRRA to dismiss such employee or request him/her to resign, or any decision of the GHRRA regarding an appointment or promotion. An employee is entitled to be accompanied by a representative of the Association in such proceedings, if the employee so desires.

24. Grievance and Dispute Settling Procedures

- (a) All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the GHRRA, if required.

- (b) An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (c) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Chief Executive or delegate.
- (d) The immediate manager, or other appropriate employee, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (e) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Chief Executive.
- (f) The Chief Executive may refer the matter to the DPE for consideration.
- (g) If the matter remains unresolved, the Chief Executive shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (h) An employee, at any stage, may request to be represented by the Association.
- (i) The employee or the Association on their behalf or the Chief Executive may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (j) The Employee, Association, GHRRA and DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (k) Whilst the procedures outlined in subclauses (a) to (j) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public

25. Existing Conditions

All existing privileges and conditions existing at the commencement of this Award shall continue during the currency of this Award.

26. Salary Packaging Arrangements, including Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of the GHRRA, to enter into a Salary Packaging Arrangement in accordance with the provisions of clause 5 of the Crown Employees (Public Sector - Salaries 2007) Award or any variation or replacement Award.

27. Anti-Discrimination

- (a) It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the

provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.

- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (iv) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
 - (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (ii) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

28. Secure Employment

- (a) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.
- (b) Casual Conversion
 - (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
 - (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
 - (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall

be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

(c) Occupational Health and Safety

- (i) For the purposes of this subclause, the following definitions shall apply:
 - (1) A “labour hire business” is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A “contract business” is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer’s own employees.
- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer’s premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause

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

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

29. Area, Incidence and Duration

- (a) This Award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Greyhound Racing Authority (NSW) Award published 28 May 2004 (344 I.G. 702) and all variations thereof.
- (b) 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 NSW on 28 April 1999 (310 I.G. 359) and take effect on 26 July 2007.
- (c) This Award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	Salary as at 1/7/07 \$
Administration Manager	Equivalent to A&C Grade 9/10
Year 1	79,188
Year 2	81,414
Year 3	84,738
Thereafter	87,263
Chief Steward	Equivalent to A&C Grade 9/10
Year 1	79,188
Year 2	81,414

Year 3	84,738
Thereafter	87,263
Administrative Officer (Finance)	Equivalent to A&C Grade 9
Year 1	79,188
Thereafter	81,414
Special Projects Officer	Equivalent to A&C Grade 8
Year 1	74,527
Thereafter	76,896
Accountant	Equivalent A&C Grade 7
Year 1	69,468
Thereafter	71,546
Deputy Chief Steward	Equivalent to A&C Grade 7
Year 1	69,468
Thereafter	71,546
Manager, Registration Division	Equivalent to A&C Grade 7
Year 1	69,468
Thereafter	71,546
Stewards	Equivalent to A&C Grade 6
Year 1	65,527
Thereafter	67,448
Clerk	Equivalent to A&C Grade 3/4
Year 1	51,784
Year 2	53,344
Year 3	55,010
Thereafter	56,701
Executive Assistant to Chief Executive	Equivalent to A&C Grade 3/4
Year 1	51,784
Year 2	53,344
Year 3	55,010
Thereafter	56,701
Field Officer	Equivalent to A&C Grade 3
Year 1	51,784
Thereafter	53,344
Greyhound Identity Officer	Equivalent to A&C Grade 2
Year 1	49,012
Thereafter	50,356
Personal Assistant to Chief Steward	Equivalent to A&C Grade 2
Year 1	49,012
Thereafter	50,356
Cadet Steward	Equivalent to A&C Grade 1
Year 1	46,320
Thereafter	47,682
Registration Clerk	Equivalent to A&C Grade 1
Year 1	46,320
Thereafter	47,682
Casual Steward	\$187.00 per meeting

APPENDIX A

- (1) Personal Carers entitlement for casual employees
- (a) Casual 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 (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 (d), and the notice requirements set out in (e).

- (b) The GHRRA and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) The GHRRA must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the GHRRA to engage or not to engage a casual employee are otherwise not affected.
- (d) The casual 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 GHRRA 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 casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

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

(2) A family member for the purposes of (1)(a) above is:

- (a) a spouse of the staff member; or
- (b) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
- (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 or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
- (d) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:-

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

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

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

(3) Bereavement entitlements for casual employees

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

- (c) The GHRRA must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the GHRRA to engage or not engage a casual employee are otherwise not affected.
- (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the GHRRA of their inability to attend for duty. If it is not reasonably practicable to inform the GHRRA during the ordinary hours of the first day or shift of such absence, the employee will inform the GHRRA within 24 hours of the absence.

APPENDIX B

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

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

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

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

Employee's request and employer's decision made under 3(a) and 3(b) must be recorded in writing.
 - (d) Request to return to work part-time

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

- (4) Communication during parental leave
- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the GHRRA shall take reasonable steps to:
- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the GHRRA about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- (c) The employee shall also notify the GHRRA of changes of address or other contact details which might affect the GHRRA's capacity to comply with subclause 4(a) above.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

BREAD INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 833 of 2007)

Before Mr Deputy President Grayson

26 July 2007

REVIEWED AWARD

1. Delete the reference "©" appearing in subclause (iii) of clause 16, Bereavement Leave, of the award published 17 December 2004 (347 I.G. 796), and insert in lieu thereof the following:
 - (c)
2. Delete subclause (b) of clause 23, Area, Incidence and Duration, and insert in lieu thereof the following:
 - (b) 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 26 July 2007.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

PLANT, &c., OPERATORS ON CONSTRUCTION (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 830 of 2007)

Before Mr Deputy President Grayson

25 July 2007

REVIEWED AWARD

1. Delete subclause (iv) of clause 47, Area, Incidence and Duration, of the award published 16 November 2001 (329 I.G. 625), and insert in lieu thereof the following:
 - (iv) 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 25 July 2007.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

**ENTERTAINMENT AND BROADCASTING INDUSTRY - CINEMA
(STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 836 of 2007)

Before Mr Deputy President Grayson

26 July 2007

REVIEWED AWARD

1. Insert at the end of clause 5, Application of Award, of the award published 6 October 2000 (319 I.G. 20), the following new paragraphs:

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 26 July 2007.

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

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

MECHANICAL OPTICIANS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 876 of 2007)

Before Mr Deputy President Grayson

26 July 2007

REVIEWED AWARD

1. Delete the words "he/she/she" appearing twice in paragraph (b) of subclause (i) of clause 21, Sick Leave of the award published 2 March 2001 (322 I.G. 796) and insert in lieu thereof the following:

"he/she"

2. Delete the words "his/her/her" appearing in subclause (x) of clause 24, General Conditions, and insert in lieu thereof the following:

"his/her"

3. Delete the words "he/she/she" appearing in subclause (i) of clause 27, Shop Stewards, and insert in lieu thereof the following:

"he/she"

4. Delete the words "his/her or her" appearing in subclause (i) of clause 27, Shop Stewards, and insert in lieu thereof the following

"his/her"

5. Delete the words " 23 February 2004" appearing in the second last paragraph of clause 32, Area, Incidence and Duration, and insert in lieu thereof the following:

"26 July 2007"

J. P. GRAYSON *D.P.*

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JEWELLERS AND WATCHMAKERS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 856 of 2007)

Before Mr Deputy President Grayson

26 July 2007

REVIEWED AWARD

1. Delete the words "State Personal/Carer s Leave Case - August 1996" appearing in subclause (iii) of clause 17, Bereavement Leave, of the award published 1 March 2002 (331 I.G. 1023) and insert in lieu thereof the following:

"Personal/Carer's Leave"

2. Insert a new fourth paragraph in clause 26, Area, Incidence and Duration.

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 26 July 2007.

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

J. P. GRAYSON *D.P.*

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EXHIBITION INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 837 of 2007)

Before Mr Deputy President Grayson

26 July 2007

REVIEWED AWARD

1. Delete paragraph (i) of subclause (f) of clause 7, Overtime, of the award published 6 October 2000 (319 I.G. 1), and insert in lieu thereof the following:
 - (f) Reasonable Overtime
 - (i) Subject to paragraph (ii) below, an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
2. Insert after subclause (c) of clause 31, Area, Incidence and Duration the following new subclause (d).
 - (d) 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 26 July 2007.

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

J. P. GRAYSON *D.P.*

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GLASS WORKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 875 of 2007)

Before Mr Deputy President Grayson

26 July 2007

REVIEWED AWARD

1. Delete the words "'the Act" appearing in subclause (1) of clause 4, Annual Leave Loading of the award published 20 April 2001 (324 I.G. 84) and insert in lieu thereof the following:

"the Act"

2. Delete the words "section 5 6(d)" appearing in paragraph (c) of subclause (4) of clause 5, Anti-Discrimination, and insert in lieu thereof the following:

"section 56(d)"

3. Insert at the end of subclause (3) of clause 7, Area, Incidence and Duration the following new subclause (4).

- (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 26 July 2007.

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

4. Delete the word "he" appearing in paragraph (b) of subclause (3) in clause 27, Limitation of Employees and Training and Assessment of Skills and insert in lieu thereof the following:

"an employee"

5. Delete the number "1" appearing in paragraph (a) of subclause (5) of clause 38, Redundancy.

6. Delete the words "clause 5 1, Wages, appearing in paragraph (3) of subclause 5(a) of clause 38, and insert in lieu thereof the following:

"clause 51, Wages"

J. P. GRAYSON *D.P.*

FURNITURE AND FURNISHING TRADES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 874 of 2007)

Before Mr Deputy President Grayson

26 July 2007

REVIEWED AWARD

1. Insert in clause 5, Commencement Date of Award and Period of Operation, of the award published 22 December 2000 (321 I.G. 211) the following new paragraphs:

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 26 July 2007.

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

2. Delete the words "*Superannuation Guarantee (Administration) Act* 1992 (Cth)", appearing in subclause 25.1 of clause 25, Superannuation, and insert in lieu thereof the following:

"*Superannuation Guarantee (Administration) Act* 1992 (Cth)"

3. Delete the words "*Superannuation Industry (Suspension) Act* 1993 (Cth)", appearing in subclause 25.1 of clause 25, and insert in lieu thereof the following:

"*Superannuation Industry (Supervision) Act* 1993 (Cth)"

4. Delete the reference to "subclause 32.5" appearing in subclause 33.3 of clause 33, Bereavement Leave, and insert in lieu thereof the following:

"subclause 32.5.2"

J. P. GRAYSON *D.P.*

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JOINERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 824 of 2007)

Before Mr Deputy President Grayson

25 July 2007

REVIEWED AWARD

1. Delete subclause (c) of clause 3, Area, Incidence and Duration, of the award published 26 October 2001 (328 I.G. 1142), and insert in lieu thereof the following:
 - (c) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 25 July 2007.

J. P. GRAYSON *D.P.*

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VEGETABLE OILS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 866 of 2007)

Before Mr Deputy President Grayson

26 July 2007

REVIEWED AWARD

1. Insert at the end of clause 28, Area, Incidence and Duration, of the award published 24 August 2001 (327 I.G. 183) the following new paragraphs:

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 26 July 2007.

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

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

QUARRIES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 887 of 2007)

Before Mr Deputy President Grayson

27 July 2007

REVIEWED AWARD

1. Insert in clause 1.5 Area, Incidence and Duration, of the award published 30 June 2000 (316 I.G. 961), the following new subclause (3):
- (3) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 27 July 2007.

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

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

TEACHERS NON-GOVERNMENT (ENGLISH COLLEGES) (STATE) AWARD 2003

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 834 of 2007)

Before Mr Deputy President Grayson

26 July 2007

REVIEWED AWARD

1. Delete subclause 11.5 of clause 11, Sick Leave of the award published 22 August 2003 (341 I.G. 79), and insert in lieu thereof the following:
 - 11.5 Accumulation in accordance with subclause 11.4 of this clause shall commence in respect of year of service completed after 1 January 1990. Service before 1 January 1989 shall not be taken into account in determining sick leave entitlements under this clause, provided teachers shall retain sick leave accumulated pursuant to their contract of employment prior to the introduction of this award, if any.
2. Delete the first paragraph in clause 20, Area, Incidence and Duration, and insert the following as new paragraphs:

This award rescinds and replaces the Teachers (Non Government English Colleges) (State) Award published 22 August 2003 (341 I.G. 79) and variations published 19 March 2004 (343 I.G. 829) published 5 May 2006 (359 I.G. 56) and order of the Commission on 19 December 2005, and published 6 July 2007 (362 I.G. 1385).

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 26 July 2007.

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

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

THEATRICAL EMPLOYEES RECREATION AND LEISURE INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 842 of 2007)

Before Mr Deputy President Grayson

26 July 2007

REVIEWED AWARD

1. Delete the words "*Security Industry Act*" appearing in paragraph (ii) of subclause (b) of clause 25, Definitions of the award published 13 October 2000 (319 I.G. 406) and insert in lieu thereof the following:

"*Security Industry Act* 1997"

2. Insert as a new fourth paragraph in clause 33, Area Incidence and Duration the following:

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 26 July 2007.

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

J. P. GRAYSON *D.P.*

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BRICK AND PAVER INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 861 of 2007)

Before Mr Deputy President Grayson

26 July 2007

REVIEWED AWARD

1. Insert after subclause 1.4.3 of clause 1.4 Area, Incidence and Duration of the award published 1 September 2000 (318 I.G. 236) the following new subclause.
- 1.4.4 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 26 July 2007.

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

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

BUSINESS EQUIPMENT MAINTENANCE (STATE) AWARD, THE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 862 of 2007)

Before Mr Deputy President Grayson

26 July 2007

REVIEWED AWARD

1. Delete the words "State Personal/Carer's Leave" in subclause (iii) of clause 26, Bereavement Leave of the award published 16 May 1997 (298 I.G. 531), and insert in lieu thereof the following:

"Personal/Carer's Leave"

2. Insert the following new paragraphs in clause 31, Area, Incidence and Duration.

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 26 July 2007.

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

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

**BUTTER AND CHEESE AND OTHER DAIRY PRODUCTS
(NEWCASTLE AND NORTHERN) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 863 of 2007)

Before Mr Deputy President Grayson

26 July 2007

REVIEWED AWARD

1. Delete paragraph (a) of subclause 17.5.2 of clause 17, Annual Leave Loading of the award published 26 October 2001 (328 I.G. 1087) and insert in lieu thereof the following:
 - (a) the shift allowances prescribed by clause 9;
2. Delete the reference to "24.4" appearing of subclause 29.5.1 of clause 29, Redundancy and Change and insert in lieu thereof the following:

"29.4"
3. Delete subclause 32.2 of clause 32, Area, Incidence and Duration and insert in lieu thereof the following:

32.2 the Changes Made to the Award Pursuant to the Award Review Pursuant to Section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 26 July 2007.

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

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

BUTTER, CHEESE AND OTHER DAIRY PRODUCTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 864 of 2007)

Before Mr Deputy President Grayson

26 July 2007

REVIEWED AWARD

1. Delete paragraph (a) of subclause 17.5.2 of clause 17, Annual Leave Loading of the award published 26 October 2001 (328 I.G. 1114) and insert in lieu thereof the following:
 - (a) the shift allowances prescribed by clause 9;
2. Delete the reference to "24.4" appearing in subclause 29.5.1 of clause 29, Redundancy and Change and insert in lieu thereof the following:

"29.4"
3. Delete subclause 32.2 of clause 32, Area, Incidence and Duration and insert in lieu thereof the following:

32.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 26 July 2007.

J. P. GRAYSON *D.P.*

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**RICHMOND FELLOWSHIP OF NEW SOUTH WALES (STATE)
AWARD 1999, THE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 726 of 2007)

Before Mr Deputy President Grayson

23 July 2007

REVIEWED AWARD

1. Delete subclauses (iii) and (iv) of clause 6, Area, Incidence and Duration of the award published 14 April 2000 (314 I.G. 1055), and insert in lieu thereof the following:
 - (iii) 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 23 July 2007.
 - (iv) This award remains in force until varied or rescinded, the period for which it was made already having expired.

J. P. GRAYSON *D.P.*

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AGED CARE GENERAL SERVICES (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 727 of 2007)

Before Mr Deputy President Grayson

23 July 2007

REVIEWED AWARD

1. Insert at the end of subclause (iii) of clause 39, Area, Incidence and Duration of the award published 10 November 2000 (320 I.G. 1) the following new subclauses:
 - (iv) 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 23 July 2007.
 - (v) This award remains in force until varied or rescinded, the period for which it was made already having expired.

J. P. GRAYSON *D.P.*

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**PRIVATE HOSPITAL PROFESSIONAL EMPLOYEES (STATE)
AWARD 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 724 of 2007)

Before Mr Deputy President Grayson

23 July 2007

REVIEWED AWARD

1. Insert after subclause 35.5 of clause 35, Area, Incidence and Duration of the award published 16 March 2001 (323 I.G. 35) the following new subclauses:
- 35.6 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 23 July 2007.
- 35.7 This award remains in force until varied or rescinded, the period for which it was made already having expired.

J. P. GRAYSON *D.P.*

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NURSERIES EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 774 of 2007)

Before Mr Deputy President Grayson

24 July 2007

REVIEWED AWARD

1. Delete the fourth paragraph in clause 32, Area, Incidence and Duration of the award published 12 April 2001 (323 I.G. 1041), and insert in lieu thereof the following:

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 July 2007.

J. P. GRAYSON *D.P.*

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PHOTOGRAPHIC INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 839 of 2007)

Before Mr Deputy President Grayson

26 July 2007

REVIEWED AWARD

1. Delete the words "clause 29, Disputes Procedure" in paragraph (c) of subclause (v) of clause 15, Flexibility of Work, of the award published 25 January 2001(321 I.G. 1060), and insert in lieu thereof the following:

"clause 30, Disputes Procedure"
2. Delete the words "clause 25, Personal/Carer's Leave" in subclause (iii) of clause 23, Bereavement Leave, and insert in lieu thereof the following:

"clause 26 Personal/Carer's Leave"
3. Delete the words "clause 25" in subclause (v) of clause 23, Bereavement Leave, and insert in lieu thereof the following:

"clause 26"
4. Delete the words "clause 29, Disputes Procedure" in subclause (xvi) of clause 31, Redundancy and insert in lieu thereof the following:

"clause 30, Disputes Procedure"
5. Delete subclause (c) of clause 33, Area, Incidence and Duration, and insert in lieu thereof the following:

(c) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 26 July 2007.

J. P. GRAYSON *D.P.*

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CLERICAL EMPLOYEES IN RETAIL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 706 of 2007)

Before Mr Deputy President Grayson

23 July 2007

REVIEWED AWARD

1. Delete subclause (iv) of clause 37, Area, Incidence and Duration of the award published 11 August 2000 (317 I.G. 778), and insert in lieu thereof the following:
 - (iv) 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 23 July 2007.

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

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

NURSES, OTHER THAN IN HOSPITALS, &c. (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 719 of 2007)

Before Mr Deputy President Grayson

23 July 2007

REVIEWED AWARD

1. Delete subclause (iv) of clause 26, Area, Incidence and Duration of the award published 20 August 2004 (346 I.G. 76) and insert in lieu thereof the following:
 - (iv) 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 23 July 2007.

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

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

**NURSING HOMES PROFESSIONAL EMPLOYEES (STATE) AWARD
2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 720 of 2007)

Before Mr Deputy President Grayson

23 July 2007

REVIEWED AWARD

1. Delete subclause 33.3 and 33.4 of clause 33, Area, Incidence and Duration of the award published 19 January 2001 (321 I.G. 692) and insert in lieu thereof the following:
 - 33.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 23 July 2007.
 - 33.4 This award remains in force until varied or rescinded, the period for which it was made already having expired.

J. P. GRAYSON *D.P.*

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 705 of 2007)

Before Mr Deputy President Grayson

23 July 2007

REVIEWED AWARD

1. Delete subclause (iv) of clause 40, Area, Incidence and Duration, of the award published 4 August 2000 (317 I.G. 665), and insert in lieu thereof the following:
 - (iv) 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 23 July 2007.

J. P. GRAYSON *D.P.*

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OCCUPATIONAL HEALTH NURSES' (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1518 of 2007)

Before Commissioner Bishop

11 October 2007

VARIATION

1. Delete subclause (ii) of clause 6, Salaries, of the award published 16 July 2004 (345 I.G. 306), and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

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

	Former Wage Rate \$	SWC 2007 Adjustment \$	Total Rate \$
Assistant in Nursing			
1st year	527.20	20.00	547.20
2nd year	538.30	20.00	558.30
3rd year	549.50	20.00	569.50
4th year	561.00	20.00	581.00
Enrolled Nurse			
1st year	569.00	20.00	589.00
2nd year	583.00	20.00	603.00
3rd year	604.40	20.00	624.40
4th year	622.10	20.00	642.10
Thereafter	634.40	20.00	654.40
Occupational Health Nurse Under Supervision -			
1st year of service	800.40	20.00	820.40
2nd year of service	830.50	20.00	850.50
Relieving Nurse	830.50	20.00	850.50
UG1 Qualification	855.30	20.00	875.30

Sole Occupational Health Nurse	855.30	20.00	875.30
Senior Occupational Health Nurse	929.50	20.00	949.50
Senior Occupational Health Nurse in charge	969.90	20.00	989.90
Principal Occupational Health Nurse	1031.50	20.00	1051.50

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	6(v)	Meal Allowance	9.82 per meal
2	9(i)	Close Call	6.72 per day
3	9(ii)	Own vehicle Allowance Under 1600cc Over 1600cc	61.19 cents per km 82.97 cents per km
4	26(i)	Uniform Allowance	601.30 per annum or 11.56 per week
5	26(ii)	Laundering Allowance	6.76 per week
6	26(iii)	Stocking Allowance	4.23 per week

3. This variation shall take effect from the beginning of the first pay period to commence on or after 11 October 2007.

E. A. R. BISHOP, Commissioner

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PUBLIC HOSPITAL (TRAINING WAGE) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 1801 of 2007)

Before Commissioner McLeay

8 October 2007

VARIATION

1. Delete paragraph (ix) of subclause (c) of Clause 7, Employment Conditions, of the Award published 2 June 2000 (315 I.G. 1415) and insert in lieu thereof the following:
 - (ix) Minimum and maximum hours of work for part time employees specified in the Relevant Award shall apply to part time Trainees also. Example of the Calculation for the Wage Rate for a Part Time Traineeship

Example of the calculation for the Wage Rate for a Part-Time Traineeship

A school student commences a Traineeship in Year 11. The ordinary hours of work in the Relevant Award are 38. The Training Contract specifies two years (24 months) as the length of the Traineeship.

"Average weekly training time" is therefore $7.6 \times 12/24 = 3.8$ hours.

"Trainee hours" totals 15 hours; these are made up of 11 hours work which is worked over 2 days of the week plus 1-1/2 hours on the job training plus 2-1/2 hours off the job approved training at school and at TAFE.

So the wage rate in Year 11 is:

$$\$237 \times \frac{15 - 3.8}{30.4} = \$87.32 \text{ plus any applicable penalty rates under the relevant Award.}$$

The wage rate varies when the student completes Year 11 and passes the anniversary date of 1 January the following year to begin Year 12 and/or if "Trainee hours" changes.

2. Delete subclause (e) of Clause 8, Wages and insert in lieu thereof the following:
 - (e) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent over-award payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net State Wage Case and minimum rates adjustments.

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

PART B

MONETARY RATES

Table 1 - Industry/Skill Level A

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

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	185.00 (50%)	232 (33%)	-
	216.00 (33%)	261.00 (25%)	313.00
Plus 1 year out of school	261.00	313.00	364.00
Plus 2 years	313.00	364.00	424.00
Plus 3 years	364.00	424.00	485.00
Plus 4 years	424.00	485.00	485.00
Plus 5 years or more	485.00	485.00	485.00

The figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated the average portion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

Table 2 - Industry/Skill Level B

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill Level B.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	185.00 (50%)	232.00 (33%)	-
	216.00 (33%)	261.00 (25%)	303.00
Plus 1 year out of school	261.00	303.00	349.00
Plus 2 years	303.00	349.00	410.00
Plus 3 years	349.00	410.00	467.00
Plus 4 years	410.00	467.00	467.00
Plus 5 years or more	467.00	467.00	467.00

The figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated the average portion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

Table 3 - School Based Trainees

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Skill Level A and B	237.00	261.00

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

4. This variation shall take effect from the first full pay period to commence on or after 26 November 2007.

J. McLEAY, Commissioner

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(677)

SERIAL C6243**TRANSPORT INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1490 of 2007)

Before Commissioner Macdonald

3 October 2007

VARIATION

1. Delete Clause 2A, Commitment, of the award published 20 April 2000 (315 IG 192) and insert in lieu thereof the following :

2A. Commitment

The wage increases arising under this award may be offset against any existing over award payments. The Union will not seek any increase in award rates that would be effective prior to 20 December 2007.

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

PART B**MONETARY RATES**

Table 1 - Wages (Clause 1.1 - General Rates)			
	Former Rate Per Week	SWC 2007	New Rate Per Week
	\$	\$	\$
Transport Worker Grade One	582.40	20.00	602.40
Transport Worker Grade Two	599.50	20.00	619.50
Transport Worker Grade Three	611.40	20.00	631.40
Transport Worker Grade Four	621.80	20.00	641.80
Transport Worker Grade Five	648.50	20.00	668.50
Transport Worker Grade Six	655.20	20.00	675.20
Transport Worker Grade Seven	675.50	20.00	695.50
Transport Worker Grade Eight	717.00	20.00	737.00

Table 2 - Wages (Clause 1.2 Mobile Cranes &c., Rates)			
	Former Rate Per Week	SWC 2007	New Rate Per Week
	\$	\$	\$
(i) Mobile Cranes			
Grade A	711.40	20.00	731.40
Grade B	728.00	20.00	748.00
Grade C	744.40	20.00	764.40
Grade D	760.70	20.00	780.70
Additional Amount	15.88	4%	16.52
(ii) Mobile Hydraulic Platforms			
Grade A	647.30	20.00	667.30
Grade B	651.00	20.00	671.00
Grade C	675.20	20.00	695.20
Grade D	691.90	20.00	711.90
Grade E	711.40	20.00	731.40
Additional Amount	1.54	4%	1.60

Grade F	711.40	20.00	731.40
(iii) Crane Offsider	711.40	20.00	731.40
(iv) Advanced Crane Offsider	744.40	20.00	764.40

Table 3 - Wages (Clause 1.3 - Ancillary Plant Drivers)

	Former Rate Per Week \$	SWC 2007 \$	New Rate Per Week \$
Grade A	659.60	20.00	679.60
Grade B	679.70	20.00	699.70
Grade C	691.60	20.00	711.60
Grade D	700.10	20.00	720.10
Grade E	706.90	20.00	726.90
Grade F	734.30	20.00	754.30

Table 4 - Wages (Clause 1.4 - Mobile Concrete Pump Driver/Operators)

	Former Rate Per Week \$	SWC 2007 \$	New Rate Per Week \$
Grade A	637.20	20.00	657.20
Grade B	651.00	20.00	671.00
Grade C	675.20	20.00	695.20
Grade D	691.90	20.00	711.90
Grade E	711.40	20.00	731.40
Additional Amount	1.54	4%	1.60

Table 5 - Wages (Clause 1.5 Furniture Removals)

	Former Rate Per Week \$	SWC 2007 \$	New Rate Per Week \$
Furniture Removalist Offsider	588.70	20.00	608.70

Table 6 - Wages (Clause 1.6 - Chauffeurs)

	Former Rate Per Week \$	SWC 2007	New Rate Per Week \$
Chauffeurs/drivers of vehicles used for the purpose of carrying persons	587.50	20.00	607.50

Table 7 - Allowances

Item No.	Clause No.	Brief Description	Former Rate \$	New Rate \$
1	2.1	Furniture Removals	25.79 per week	26.82 per week
2	2.2.1	Driving agitator trucks	0.51 per hour	0.53 per hour
3	2.2.1	Maximum Payment - agitator trucks	19.78 per week	20.57 per week
4	2.2.2	Delivery/placement of concrete rate	1.64 per hour	1.71 per week
5	2.3	Leading Hands	31.14 per week	32.39 per week
6	2.4	Collecting Butcher Bones, Fat, etc.	6.45 per week	6.71 per week
7	2.5	Extra Horses	16.19 per horse	16.84 per horse
8	2.6	Working in Forests	20.32 per week	21.13 per week
9	2.7.1.2	Long/wide loads	1.61 per hour or part thereof	1.67 per hour or part thereof
10	2.7.1.2	Long/wide loads - minimum payments	6.45 per day	6.71 per day
11	2.7.1.3	Long/wide loads	3.02 per hour or part thereof	3.14 per hour or part thereof
12	2.7.1.3	Long/wide loads - minimum payment	12.10 per day	12.58 per day
13	2.7.2	Rear-end steering	4.44 per day	4.62 per day
14	2.7.2	Rear-end steering - minimum payment	17.66 per day	18.37 per day

15	2.8	HIAB cranes, etc.	28.37 per day	29.50 per day
16	2.9	Removal and Delivery of Furniture, etc.	5.15 per day	5.36 per day
17	2.1	Handling diapers - weekly employees	2.15 per week	2.24 per week
18	2.1	Handling diapers - casual employees	0.42 per day	0.44 per day
19	2.11	In charge of plant	15.22 per week	15.83 per week
20	2.12.1	Collecting moneys - > \$30 - \$150	4.92 per week	5.12 per week
21	2.12.2	Collecting moneys - > \$150 - \$250	6.84 per week	7.11 per week
22	2.12.3	Collecting moneys - > \$250 - \$400	9.93 per week	10.33 per week
23	2.12.4	Collecting moneys - > \$400 - \$600	14.45 per week	15.03 per week
24	2.12.5	Collecting moneys - \$600	19.24 per week	20.01 per week
25	2.13.1	Carrying goods - on the level	0.94 per tonne	0.98 per tonne
26	2.13.2	Carrying goods - upstairs	1.44 per tonne	1.50 per tonne
27	2.14	Carrying salt	0.94 per tonne	0.98 per tonne
28	2.15.1.1	Obnoxious materials - soda, ash, etc.	0.86 per hour	0.89 per hour
29	2.15.1.2	Obnoxious materials - oxides	0.68 per hour	0.71 per hour
30	2.15.2	Obnoxious materials - loading and unloading	0.86 per hour	0.89 per hour
31	2.15.3	Obnoxious materials - transportation	0.48 per hour	0.50 per hour
32	2.15.7	Obnoxious materials - blast furnaces, etc.	0.71 per hour	0.74 per hour
33	2.16	First Aid	2.08 per day	2.16 per day
34	2.17	Garaging	21.25 per week	21.25 per week

Table 8 - Travelling and Living Away Allowance (Clause 7)

Item No.	Clause No.	Brief Description	Former Rate \$	New Rate \$
1	7.4.3	Overnight Expenses	38.95 per day	39.40 per day
2	7.6	Weekend/Holiday Expenses	36.15 per day	36.60 per day
3	7.7	Camping out - weekly	84.00 per week	85.00 per week
4	7.7	Camping out - daily	12.20 per day	12.35 per day

Table 9 - Meal Allowances (Clause 8)

Clause No.	Brief Description	Former Amount \$	New Amount \$
8.2.1*	Meal Allowance	10.80	11.10

* Items have been increased by CPI September 2006.

Table 10 - Long Distance Rates (Clause 14)

Item No.	Classification	Former Amount (cents/km)	New Amount (cents/km)
1	Transport Workers Grade 7 and below	30.96	30.96
2	Transport Worker Grade 8	32.45	32.45

Table 11 - Income Protection On Six Day Rosters - Saturday (Clause 3.2.1)

	Former Rate Per Week \$	Rate Per Week \$
Transport Worker Grade One	542.00	542.00
Transport Worker Grade Two	561.00	561.00
Transport Worker Grade Three	574.00	574.00
Transport Worker Grade Four	585.00	585.00
Transport Worker Grade Five	615.00	615.00
Transport Worker Grade Six	622.00	622.00
Transport Worker Grade Seven	644.00	644.00
Transport Worker Grade Eight	690.00	690.00

Table 12 - Income Protection On Six Day Rosters - Sunday (Clause 3.2.2)		
	Former Rate Per Week \$	Rate Per Week \$
Transport Worker Grade One	634.80	634.80
Transport Worker Grade Two	657.00	657.00
Transport Worker Grade Three	672.30	672.30
Transport Worker Grade Four	685.70	685.70
Transport Worker Grade Five	720.20	720.20
Transport Worker Grade Six	728.90	728.90
Transport Worker Grade Seven	755.10	755.10
Transport Worker Grade Eight	808.70	808.70

Table 13 - Income Protection On Seven Day Rosters - Saturday And Sunday (Clause 3.2.3)		
	Former Rate Per Week \$	Rate Per Week \$
Transport Worker Grade One	811.10	811.10
Transport Worker Grade Two	839.40	839.40
Transport Worker Grade Three	859.00	859.00
Transport Worker Grade Four	876.10	876.10
Transport Worker Grade Five	920.20	920.20
Transport Worker Grade Six	931.30	931.30
Transport Worker Grade Seven	964.90	964.90
Transport Worker Grade Eight	1033.40	1033.40

3. This variation shall operate from the first pay period commencing on or after 20 December 2007.

A. MACDONALD, Commissioner

Printed by the authority of the Industrial Registrar.

SURVEYORS' FIELD HANDS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1368 of 2007)

Before Commissioner Cambridge

26 September 2007

VARIATION

1. Delete subclause (vi) of clause 3, Wages, of the award published 23 November 2001 (329 I.G. 889), and insert in lieu thereof the following:
 - (vi) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Wage Private Sector**

Weekly Hands Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Instrument Person	577.40	20.00	597.40
Special class field hand	575.00	20.00	595.00
First class field hand	551.60	20.00	571.60
Second class field hand	541.00	20.00	561.00
Operator of Echo- Sounding Machine	571.90	20.00	591.90

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	3(i)(b)	Daily Hands	5.35	5.55
2	3(ii)	Motor Vehicle/Launch Allowance	2.20	2.30
3	3(iii)	Four-wheel-drive Allowance	2.95	3.05
4	3(iii)	Hydrographics Duties Allowance	2.25	2.35
5	3(iv)	Inclement Weather Allowance	25.70	26.75
6	4(i)	Wet Places Allowance	0.52	0.54
7	6	Underground Work Allowance	0.59	0.61
8	14(i)	Distant Places Allowance	1.03	1.07
	14(i)	Distant Places Western Division	1.77	1.84
9	14(ii)	Distant Places Snowy River	1.71	1.78
10	17(iii)	First-aid Allowance	2.26	2.35

11	20(ii)(d)	Meal Allowance	12.20	12.75
	28	Meal Allowance	12.20	12.75
	28	Each Subsequent Meal	10.40	10.85
12	20(ii)(d)	Bed Allowance	64.00	65.55
13	20(v)(a)	Return Home Allowance	45.30	46.95
14	20(vii)	Travelling Allowance (Public Sector)	Per Day	Per Day
		More than 3 but not more than 10 km	4.40	4.55
		More than 10 but not more than 20 km	9.30	9.65
		More than 20 but not more than 30 km	14.00	14.50
		More than 30 but not more than 40 km	18.75	19.45
		More than 40 but not more than 50 km	23.00	23.85
		More than 50 but not more than 60 km	27.50	28.50
		More than 60 but not more than 70 km	32.25	33.40
		More than 70 but not more than 80 km	36.70	38.00
		More than 80 but not more than 90 km	41.20	42.70
More than 90 but not more than 100 km	46.00	47.65		
15	37	Rain Allowance	2.49	2.59

Note These allowances are contemporary for expense related allowances as at 30th June 2007 and for work related allowances are inclusive of adjustments in accordance with the June 2007 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 3 October 2007.

I. W. CAMBRIDGE, Commissioner

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HORTICULTURAL INDUSTRY (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1871 of 2007)

Before Commissioner Cambridge

25 October 2007 and
12 November 2007**VARIATION**

1. Delete clause 6, Safety Net Commitments, of the award published 14 May 2004 (344 I.G. 412) and insert in lieu thereof the following:

6. Safety Net Commitments

The rates of pay in this award include the adjustments payable under the State Wage Case 2007. 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 increases and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof and the following:

PART B**MONETARY RATES****Table 1 - Wage Rates****Section 1 - Adult Employees**

Farm Employee	Wage Rate per week \$	Ord. Time Base Hourly Rate \$	Casual Ord. Time Incl. 1/12 loading \$	Casual Ordinary Time Saturday \$	Casual Ordinary Time Sunday \$
Level 6	624.40	16.43	20.47	25.59	30.71
Level 5	618.20	16.27	20.27	25.34	30.41
Level 4	595.00	15.66	19.51	24.39	29.27
Level 3	587.00	15.45	19.24	24.05	28.86
Level 2	566.20	14.90	18.56	23.20	27.84
Level 1	545.30	14.35	17.88	22.35	26.82

Section 2 - Leading Hands

	SWC 2006 Amount \$	SWC 2007 Amount \$
More than 2 and not more than 10 employees	26.15 per week	27.20 per week
10 or more employees	39.20 per week	40.75 per week

Section 3 - Junior Employees

Age	Percentage of Adult Rate
Under 16 years of age	50
At 16 years of age	60
At 17 years of age	70
At 18 years of age	80
At 19 years of age	90
At 20 years of age	Adult Rate

Table 2 - Allowances

Item No	Clause No	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	2(3)(b)	Meal Allowance (per meal)	10.40	10.85
2	22(b)	Sleeping away from home (per night)	49.90	51.10
3	23(b)	Wet Money (per day)	3.85	4.00
4	25	First-Aid Allowance (per day)	2.35	2.45

Note: These allowances are contemporary for expense related allowances as at 30 June 2007 and for work related allowances are inclusive of adjustment in accordance with the June 2007 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 1 November 2007.

I. W. CAMBRIDGE, Commissioner

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POTATO CRISP MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1982 of 2007)

Before Commissioner Ritchie

9 November 2007

VARIATION

1. Delete subclause (v) of clause 5, Rates of Pay, of the award published 10 August 2001 (326 I.G. 1011), and insert in lieu thereof the following:
 - (v) The rates of pay in this award include the adjustments payable under the State Wage Case June 2007. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

- (i) Adult Employees:

Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Cook Grade 1, Extrusion Machine Operator Grade 1, Corn Chip Cook, Corn Preparation Operator (Arnotts)	627.40	20.00	647.40
Packing Machine Operator, Fork Lift Truck Driver (Arnotts)	625.00	20.00	645.00
Waste Water Treatment and Plant Operator (Arnotts)	631.90	20.00	651.90
Cook Grade 1, Extrusion Machine Operator Grade 1, Corn Chip Cook, Corn Preparation Operator	618.10	20.00	638.10
Packing Machine Operator, Fork Lift Truck Driver	615.70	20.00	635.70
Waste Water Treatment and Plant Operator	611.90	20.00	631.90
Cook Grade 2, Extrusion Machine Operator Grade 2, Other Machine Operator, Packet Weight Controller using calculator, Pallet Checker and Recorder and Palletiser, Wet End Attendant, Packaging Machine Operator (Training)	591.60	20.00	611.60
Person who, in the course of a shift, cleans toilets	583.60	20.00	603.60
Other employees not elsewhere classified	580.70	20.00	600.70

- (ii) Juniors - Junior employees shall be paid the following percentages of the rate of pay for the classification "Other employees not elsewhere classified", calculated to the nearest 5 cents, any broken part of 5 cents in the result not exceeding 2.5 cents to be disregarded:

	Percentage %
At 16 years of age and under	50
At 17 years of age	60
At 18 years of age	70
At 19 years of age	80
At 20 years of age	95

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	5(ii)	Leading Hand Allowance	36.80/wk	38.30/wk
2	5(iv)	Team Leader - Arnotts Foods only	59.20/wk	61.55/wk
3	3(iii)(b)	Afternoon Shift Allowance	83.30/wk	86.60/wk
4	3(iv)(b)	Night Shift Allowance	165.55/wk	172.15/wk
5	8(vi)	Meal Allowance	8.60/meal	8.90/meal
6	16(iii)	First-aid Allowance	2.20/day	2.30/day

Note:

These allowances are contemporary for expense related allowances as at 30 March 2007 and for work related allowances are inclusive of adjustment in accordance with the June 2007 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 9 November 2007.

D.W. RITCHIE, Commissioner

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CROWN EMPLOYEES (PUBLIC SERVICE CONDITIONS OF EMPLOYMENT) REVIEWED AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 1772 of 2007)

Before Commissioner Macdonald

3 October 2007

VARIATION

1. Delete clause 1, Arrangement of the award published 10 March 2006 (357 I.G. 1108) and insert in lieu thereof the following:

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
------------	----------------

Section 1 - Framework

- | | |
|----|-------------------------------------------|
| 1. | Arrangement |
| 2. | Title |
| 3. | Definitions |
| 4. | Application |
| 5. | Conditions of Employment |
| 6. | Coverage |
| 7. | Statement of Intent |
| 8. | Work Environment |
| 9. | Grievance and Dispute Settling Procedures |

Section 2 - Attendance/Hours of Work

- | | |
|-----|-----------------------------------------------------|
| 10. | Local Arrangements |
| 11. | Working Hours |
| 12. | Casual Employment |
| 13. | Part-time Employment |
| 14. | Morning and Afternoon Breaks |
| 15. | Meal Breaks |
| 16. | Variation of Hours |
| 17. | Natural Emergencies and Major Transport Disruptions |
| 18. | Notification of Absence from Duty |
| 19. | Public Holidays |
| 20. | Standard Working Hours |
| 21. | Flexible Working Hours |
| 22. | Rostered Days Off for 38 Hour Week Workers |
| 23. | Non-Compliance |
| 24. | Flexible Work Practices |
| 25. | Existing Hours of Work Determinations |

Section 3 - Travel Arrangements

26. Travelling Allowances - General
27. Excess Travelling Time
28. Waiting Time
29. Meal Expenses on One day Journeys
30. Travelling Allowances when staying in Non Government Accommodation
31. Travelling Allowances when Staying in Government Accommodation
32. Restrictions on payment of Travelling Allowances
33. Increase or Reduction in Payment of Travelling Allowances
34. Production of Receipts
35. Travelling Distance

Section 4 - Allowances and other matters

36. Camping Allowances
37. Composite Allowance
38. Allowance Payable for Use of Private Motor Vehicle
39. Damage to Private Motor Vehicle Used for Work
40. Camping Equipment Allowance
41. Allowance for Living in a Remote Area
42. Assistance to Staff Members Stationed in a Remote Area When Travelling on Recreation Leave
43. Overseas Travel
44. Exchanges
45. Room at Home used as Office
46. Semi-official Telephones
47. Flying Allowance
48. Uniforms, Protective Clothing and Laundry Allowance
49. Compensation for Damage to or Loss of Staff Member's Personal Property
50. Garage and Carport Allowance
51. Forage for Horses
52. Community Language Allowance Scheme (CLAS)
53. First Aid Allowance
54. Review of Allowances Payable in Terms of This Award

Section 5 - Union Consultation, Access & Activities

55. Trade Union Activities Regarded as on Duty
56. Trade Union Activities Regarded as Special Leave
57. Trade Union Training Courses
58. Conditions applying to On-Loan Arrangements
59. Period of Notice for Trade Union Activities
60. Access To Facilities by Trade Union Delegates
61. Responsibilities of the Trade Union Delegate
62. Responsibilities of the Trade Union
63. Responsibilities of Workplace Management
64. Right of Entry Provisions
65. Travelling and Other Costs of Trade Union Delegates
66. Industrial Action
67. Consultation and Technological Change
68. Deduction of Trade Union Membership Fees

Section 6 - Leave

69. Leave - General Provisions
70. Absence from Work
71. Applying for Leave
72. Parental Leave
73. Extended Leave
74. Family and Community Service Leave
75. Leave Without Pay
76. Military Leave
77. Observance of Essential Religious or Cultural Obligations
78. Recreation Leave
79. Annual Leave Loading
80. Sick Leave
81. Sick Leave - Requirements for Medical Certificate
82. Sick Leave to Care for a Family Member
83. Sick Leave - Workers Compensation
84. Sick leave - Claims Other Than Workers Compensation
85. Special Leave

Section 7 - Training and Professional Development

86. Staff Development and Training Activities
87. Study Assistance

Section 8 - Shiftwork and Overtime

88. Shift Work
89. Overtime - General
90. Overtime Worked by Shift Workers
91. Overtime Worked by Day Workers
92. Recall to Duty
93. On Call (Stand-by) and On Call Allowance
94. Overtime Meal Breaks
95. Overtime Meal Allowances
96. Rate of Payment for Overtime
97. Payment for Overtime or Leave in Lieu
98. Compensation for Additional Hours Worked by Duty Officer, State Emergency Services
99. Calculation of Overtime
100. Provision of Transport in Conjunction with Working of Overtime

Section 9 - Miscellaneous

101. Anti-Discrimination
- 101A. Secure Employment Test Case
102. Existing Entitlements
103. Area, Incidence and Duration

PART B

MONETARY RATES

Payment of Allowances - Rates

Table 1 - Allowances

Schedule A
Schedule B

2. Reformat the numbering in the standard format of (a)(1)(i), and make consequential changes to references and subclauses and paragraphs in the following clauses wherever appearing in the award as follows:

Clauses 8, 9, 10, 12, 13, 15, 16, 30, 33, 92, and 101A.
3. Delete "Public Employment Office" wherever appearing in the award, and insert in lieu thereof the following:

"Director of Public Employment"
4. Delete "PEO" wherever appearing in the award, and insert in lieu thereof the following:

"DPE"
5. Delete the apostrophe in "Workers" in all references to "Workers Compensation" and to the "*Workers Compensation Act*" wherever appearing in the award.
6. Delete the definition "Department" and "Public Employment Office" in clause 3, Definitions and insert in lieu thereof the following:

Department means a Department specified in Column 1 of Schedule 1, Part 1, to the Act.

Director of Public Employment or DPE has the same meaning as in the *Public Sector Employment and Management Act 2002*.
7. Delete the words "Crown Employees (Public Sector - Salaries 2004) Award in the definition "Ordinary hourly rate of pay" in clause 3, and insert in lieu thereof the following:

Crown Employees (Public Sector - Salaries 2007) Award
8. Insert an apostrophe in "Officers" in the definition of "Association" in clause 3.
9. Insert after Schedule 1 in clause 6, Coverage the words and commas " , Part 1,"
10. Delete "patter" in subparagraph (i) of paragraph (1) of subclause (c) of clause 12, Casual Employment and insert in lieu thereof the following:

"pattern"
11. Delete "94" in paragraph (2) of subclause (c) of clause 12, and insert in lieu thereof the following:

"91"
12. Delete "permanent" in paragraph (7) of subclause (a) of clause 13, Part-Time Employment, and insert in lieu thereof the following:

"full-time"
13. Insert "without loss of pay" after "from duty" in the first sentence of subclause (a) of clause 19, Public Holidays.

14. Insert in subclause (s) "or if directed to work, an additional half day's flex leave on another day within that settlement period" after "Good Friday public holiday" in clause 21, Flexible Working Hours.
15. Insert "be" before "undertaken" in paragraph (3) of subclause (c) of clause 27, Excess Travelling Time.
16. Insert "a" after "to" and before "camping" in subclause (c) of clause 36, Camping Allowances.
17. Insert "(CLAS)" after "Scheme" in the clause title 52, Community Language Allowance Scheme.
18. Delete the comma at the end of subclause (b) of clause 53, First Aid Allowance, and insert a full stop.
19. Substitute "parental leave" in clause 72, Parental Leave, for "maternity, adoption or other parent leave" wherever appearing in the clause except in the first sentence.
20. Delete subparagraph (4) of subclause (i) of clause 72, and insert in lieu thereof the following:
 - (4) Staff member's request and the Department Head's decision to be in writing

The staff member's request under 72(h)(1) and the Department Head's decision made under 72(h)(2) must be recorded in writing.
21. Delete subclause (j) of clause 72, and insert in lieu thereof the following:
 - (j) A staff member has the right to his/her former position if she/he has taken approved leave or part time work in accordance with subclause (h), and she/he resumes duty immediately after the approved leave or work on a part time basis.
22. Delete the duplicated (d) in clause 74, Family and Community Service Leave, and renumber subclauses accordingly.
23. Delete the box after the words "up to 4 weeks" in subclause (a) of clause 79, Annual Leave Loading.
24. Delete "the Government Medical Officer" in subclause (d), (e) and (g) of clause 81, Sick Leave - Requirements for Medical Certificate, and insert in lieu thereof the following:

"Healthquest"
25. Insert "Act 1987" after "Workers Compensation" in subclause (a) in the first sentence of clause 84, Sick Leave - Claims Other Than Workers Compensation.
26. Move subclause (d) Daylight saving, of clause 90, Overtime Worked By Shift Workers, to clause 88, Shift Work, and insert as a new subclause 88(n).
27. Delete the box in paragraph (1) of subclause (b) of clause 91, Overtime Worked By Dayworkers, and insert apostrophe in "members".
28. Delete the second full stop in the first sentence of subclause (g) of clause 92, Recall to Duty.
29. Delete the box in subclause (a) of clause 94, Overtime meal breaks, and insert apostrophe in "members".
30. Delete the box in paragraph (6) of subclause (b) of clause 97, Payment for Overtime or Leave in Lieu, and insert apostrophe in "members".
31. Insert words and commas ", Part 1," after "Schedule 1" in subclause (a) of clause 103, Area, Incidence and Duration.

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

PART B

MONETARY RATES

Table 1 - Allowances

Effective 1 July 2007

Item No.	Clause No.	Description	Amount \$
1		<u>Meal expenses on one day journeys</u>	
		Capital cities and high cost country centres (see list in item 2)	
	29(1)	Breakfast	\$20.20
	29(2)	Dinner	\$38.95
	29(3)	Lunch	\$22.65
		Tier 2 and other country centres (see list in item 2)	
	29(1)	Breakfast	\$18.05
	29(2)	Dinner	\$35.60
	29(3)	Lunch	\$20.65
2		<u>Travelling allowances when staying in non- govt accommodation</u>	
	30(2)(a)	Capital cities	<u>Per day</u>
		Adelaide	\$242.25
		Brisbane	\$253.25
		Canberra	\$211.25
		Darwin	\$238.25
		Hobart	\$201.25
		Melbourne	\$247.25
		Perth	\$233.25
		Sydney	\$280.25
	30(2)(a)	High cost country centres	<u>Per day</u>
		Alice Springs (NT)	\$195.25
		Ballarat (VIC)	\$199.25
		Bendigo (VIC)	\$204.75
		Broome (WA)	\$250.25
		Bunbury (WA)	\$194.25
		Burnie (TAS)	\$210.75
		Carnarvon (WA)	\$206.75
		Christmas Island (WA)	\$217.25
		Cocos (Keeling) Island	\$197.25
		Dampier (WA)	\$247.25
		Derby (WA)	\$236.25
		Devonport (TAS)	\$203.75
		Emerald (QLD)	\$193.75
		Exmouth (WA)	\$224.75
		Geraldton (WA)	\$194.25
		Gold Coast (QLD)	\$215.25
		Halls Creek (WA)	\$222.25
		Horn Island (QLD)	\$216.25
		Jabiru (NT)	\$287.25

		Kadina (SA)	\$194.25
		Kalgoorlie (WA)	\$199.75
		Karratha (WA)	\$286.25
		Kununurra (WA)	\$244.25
		Launceston (TAS)	\$198.25
		Mackay (QLD)	\$197.25
		Maitland (NSW)	\$195.75
		Mount Gambier (SA)	\$194.25
		Mount Isa (QLD)	\$207.25
		Naracoorte (SA)	\$193.25
		Newcastle (NSW)	\$202.25
		Newman (WA)	\$233.25
		Norfolk Island	\$195.25
		Port Hedland (WA)	\$276.75
		Port Lincoln (SA)	\$193.25
		Port Macquarie (NSW)	\$200.25
		Portland (VIC)	\$198.25
		Thursday Island (QLD)	\$262.25
		Wagga Wagga (NSW)	\$197.75
		Warrnambool (VIC)	\$196.75
		Weipa (QLD)	\$222.25
		Whyalla (SA)	\$194.25
		Wollongong (NSW)	\$195.75
		Wonthaggi (VIC)	\$208.25
		Yulara (NT)	\$410.25
	30(2)(a)	Tier 2 country centres	<u>Per day</u>
		Albany (WA)	\$180.75
		Bairnsdale (VIC)	\$180.75
		Bathurst (NSW)	\$180.75
		Bordertown (SA)	\$180.75
		Bright (VIC)	\$180.75
		Broken Hill (NSW)	\$180.75
		Cairns (QLD)	\$180.75
		Castlemaine (VIC)	\$180.75
		Ceduna (SA)	\$180.75
		Dalby (QLD)	\$180.75
		Dubbo (NSW)	\$180.75
		Echuca (VIC)	\$180.75
		Esperance (WA)	\$180.75
		Gladstone (QLD)	\$180.75
		Horsham (VIC)	\$180.75
		Innisfail (QLD)	\$180.75
		Orange (NSW)	\$180.75
		Port Augusta (SA)	\$180.75
		Renmark (SA)	\$180.75
		Roma (QLD)	\$180.75
		Seymour (VIC)	\$180.75
	30(2)(a)	Other country centres	<u>Per Day</u>
	30(2)(b)	Incidental expenses when claiming actual expenses - all locations	\$170.75
	30(5)	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	\$15.45
3	31	<u>Government accommodation - incidental expenses</u>	50% of the appropriate location rate
			\$15.45

4	36(b)(1) 36(b)(1) 36(b)(2)	<u>Camping allowance</u> Established camp Non established camp Additional allowance for staff who camp in excess of 40 nights per year	<u>Per night</u> \$25.20 \$33.35 \$7.95
5	37(b)	<u>Composite allowance (per day)</u>	\$120.30
6	38(c) 38(c) 38(h)(2) 38(g)	<u>Use of private motor vehicle</u> Official business Engine capacity- 2601cc and over 1601cc-2600cc 1600cc or less Casual rate Engine capacity- 2601cc and over 1601cc-2600cc 1600cc or less Motor cycle allowance Normal business During transport disruptions Towing trailer or horse float Transport allowance Engine capacity- Over 1600cc 1600cc and under	<u>Cents per kilometre</u> 83.0 77.3 55.3 29.5 27.4 23.1 36.4 18.3 10.7 35.4 29.6
7	40(b) 40(c)	<u>Camping equipment allowance</u> Camping equipment allowance Bedding and sleeping bag	<u>Per night</u> \$24.90 \$4.15
8	41(b)(1) 41(b)(2) 41(b)(3) 41(b)(1) 41(b)(2) 41(b)(3)	<u>Remote areas allowance</u> With dependants - Grade A - Grade B - Grade C Without dependants - Grade A - Grade B - Grade C	<u>Per annum</u> \$1597 pa \$2118 pa \$2829 pa \$1114 pa \$1485 pa \$1982 pa
9	42(a)	<u>Assistance to staff members stationed in a remote area when travelling on recreation leave</u> By private motor vehicle Other transport - with dependants Other transport - without dependants Rail travel	Appropriate casual rate up to a maximum of 2850 kms less \$39.35 Actual reasonable expenses in excess of \$39.35 and up to \$263.70 Actual reasonable expenses in excess of \$39.35 and up to \$130.20 Actual rail fare less \$39.35
10	43	<u>Insurance cover</u>	Up to \$A 1,173
11	44(b)	<u>Exchanges</u>	Actual cost
12	45(a)	<u>Room at home used as office</u>	\$728pa
13	93(a)	<u>On-call (stand-by) and on-call allowance</u> (effective fpp on or after 1 July 2007)	0.73 per hour

14	47	<u>Flying allowance</u> (effective ffpp on or after 1 July 2007)	\$15.60 per hour
15	48(a)	<u>Uniforms, protective clothing and laundry allowance</u>	\$3.85 per week
16	50(a)	<u>Garage and carport allowance</u> - Garage allowance - Carport allowance	<u>Per annum</u> \$515 pa \$114 pa
17	52(a)	<u>Community language allowance scheme</u> (effective ffpp on or after 1 July 2007) - Base Level Rate - Higher Level Rate	<u>Per annum</u> \$1036 pa \$1,556 pa
18	53(a)	<u>First aid allowance</u> (effective ffpp on or after 1 July 2007) - Holders of basic qualifications - Holders of current occupational first aid certificate	<u>Per annum</u> \$666 pa \$1002 pa
19	95(a)	<u>Overtime meal allowances</u> Breakfast Lunch Dinner Supper	<u>Effective 1 July 2007</u> \$22.60 \$22.60 \$22.60 \$8.70

A. W. MACDONALD, Commissioner.

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DIVISIONS OF GENERAL PRACTICE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 1805 of 2007)

Before Commissioner McLeay

8 October 2007

VARIATION

1. Delete subclauses (b) of clause 40, Salary Rates, of the award published 6 May 2005 (350 I.G. 972) and insert in lieu thereof the following:

- (b) Entry Level Rates

The minimum entry level rates for the six classification levels in classification system are:

Classification Level	Current Rate S/Annum	Award Variation S/Annum	Entry Level Annual Salary Rates effective 1.12.2007 (F/T equivalent) \$
	\$	\$	\$
1	31,375	1,044	32,419
2	36,640	1,044	37,684
3	42,400	1,044	43,444
4	47,915	1,044	48,959
5	59,185	1,044	60,229
6	70,450	1,044	71,494

2. This variation shall take effect from the first pay period to commence on or after 1 December 2007.

J. McLEAY, Commissioner

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