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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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NEW SOUTH WALES

INDUSTRIAL GAZETTE

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

INDUSTRIAL REGISTRAR

Mr M. GRIMSON

ACTING DEPUTY INDUSTRIAL REGISTRAR

Ms M. ANASTASI

(142)

SERIAL C7032

COACHMAKERS, &c., RAIL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1961 of 2008)

Before Commissioner Cambridge

24 October 2008

VARIATION

1. Delete subclause (g) of Clause 5, Supplementary Payments, of the award published 25 January 2001 (321 IG. 1110), as varied, and insert in lieu thereof the following:

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

(A) any equivalent overaward payments, and/or

(B) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete subclause (a) of Adult Wages, of Table 1 - Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

(a) Adult Wages -

Wage Group Level	Total Award Wage \$
V1	564.20
V2	583.30
V3	606.70
V4	628.50
V5	644.10
V6	644.80
V7	645.60
V8	645.50
V9	670.20
V10	689.70

3. Delete Table 2 - Other Rates and Allowances, and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	Amount \$
1	4(a)(i)	Leading hand allowance - Not less than 3 and not more than 10 employees	27.75 per week
	4(a)(ii)	Leading hand allowance - More than 10 but not more than 20 employees	41.65 per week
	4(a)(iii)	Leading hand allowance - more than 20 employees	52.25 per week
2	17	Meal Money	10.40 per meal
3	18(a)(i)	Confined Places Allowance	0.59 per hour

4	18(a)(ii)	Thermo welding of Vinyl Linoleum	0.45 per hour
5	18(b)(i)	Dirty Work Allowance	0.46 per hour
6	18(b)(ii)	Dirty Work Allowance - Minimum Payment	1.79 per day
7	18(c)	Height Money Allowance	0.34 per hour
8	18(d)(i)(1)	Hot Place between 46 and 54° Celsius	0.46 per hour
9	18(d)(i)(2)	Hot Place exceeding 54° Celsius	0.79 per hour
10	18(e)	Glass or Slag Wool Allowance	0.60 per hour
11	18(f)(i)	Fibreglass Work	0.32 per hour
12	18(f)(ii)(1)	Fibreglass Work - Minimum Payment second half of day or shift	1.18 per day
13	18(f)(ii)(2)	Fibreglass Work - Minimum Payment first half of day or shift	2.33 per day
14	18(g)	Livestock Transport - working on	0.46 per hour
15	18(h)(i)	First-aid Qualifications	12.92 per week
16	18(i)	Airline Hood/Respirator Allowance	0.59 per hour
17	18(j)	Fire Squad Allowance	12.96 per week
18	18(k)	Building Maintenance Allowance	0.63 per hour
19	20(i)	Carriage Builders' Tool Allowance	18.20 per week
20	20(ii)	Tradesperson's Tool Allowance	12.88 per week

4. This variation shall take effect from the beginning of the first pay period to commence on or after 24 October 2008.

I. W. CAMBRIDGE, Commissioner

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(152)

SERIAL C6718**COLD STORAGE AND ICE EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1269 of 2008)

Before Commissioner Tabbaa

19 August 2008

VARIATION

1. Delete subclause (iv) of clause 5, Rates of Pay, of the award published 1 June 2001 (325 I.G. 69), as varied, and insert in lieu thereof the following:

- (iv) Arbitrated Safety Net Adjustment

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

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

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

Classification	2008 State Wage Case Effective 1 Dec 2008 \$
Employee grade 1	586.20
Employee grade 2 (inside hand)	601.80
Employee grade 3 (forklift driver)	607.90
Employee grade 4	627.40
Employee grade 5	642.90

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Rate as at 1 Dec 2008 \$
1	7(iii)	Meal Allowance	
		First Meal	11.11
		Subsequent meal	6.98
2	9 (i)	Temperature Allowances	
		Minus 18 degrees Celsius	1.25 p/hour
		Between minus 19 degrees and minus 25 degrees Celsius	1.33 p/hour
		Below minus 25 degrees Celsius	1.86 p/hour

3	9(11)	Laundry Allowance Overalls Freezer Suit	4.74 p/week 11.77 p/week
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3. This variation shall come into effect from the first full pay period on or after 1 December 2008.

I. TABBAA, Commissioner

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**CROWN EMPLOYEES (MEDICAL SPECIALISTS, VARIOUS
AGENCIES) AWARD 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1538 of 2008)

Before Commissioner Bishop

16 February 2009

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Crown Employees (Medical Specialists, Various Agencies) Award 2007 published 25 May 2007 (362 I.G. 703) as varied, be rescinded on and from 16 February 2009.

E. A. R. BISHOP, Commissioner

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(1871)

SERIAL C6974

CROWN EMPLOYEES (NSW POLICE FORCE ADMINISTRATIVE OFFICERS AND TEMPORARY EMPLOYEES - SALARIES 2008) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Police Force.

(No. IRC 2426 of 2008)

Before Commissioner Bishop

9 February 2009

VARIATION

1. Delete the title of the award "Crown Employees (NSW Police Administrative Officers and Temporary Employees - Salaries 2006) Award" published 1 December 2006 (361 I.G. 959) and insert in lieu thereof the following:

CROWN EMPLOYEES (NSW POLICE FORCE ADMINISTRATIVE OFFICERS AND TEMPORARY EMPLOYEES - SALARIES 2008) AWARD

2. Delete clause 1, Arrangement, and insert in lieu thereof the following:

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Salaries
4.	Allowances
5.	Salary Packaging Arrangements including Salary Sacrifice to Superannuation
6.	Dispute Settling Procedure
7.	Anti-Discrimination
8.	No Extra Claims
9.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Translation Table for Clerical Officer Classification

3. Delete clause 8, No Extra Claims, and insert in lieu thereof the following:

8. No Extra Claims

- (i) This award provides pay increases of 4% with effect from the first pay period to commence on or after 1 July 2008, a further increase of 4% with effect from the first pay period to commence on or after 1 July 2009, and a further increase of 4% with effect from the first pay period to commence on or after 1 July 2010.
- (ii) The salary increases in subclause (i) of this clause arise from the agreement of the parties to the Crown Employees (Public Sector - Salaries 2008) Award contained in the Memorandum of Understanding

between the NSW Government and the Association for the period 1 July 2008 to 30 June 2011 entered into on 2 October 2008.

- (iii) The Memorandum of Understanding referred in subclause (ii) of this clause contains a "no extra claims" commitment, provided that this shall not prevent the parties to this award from applying for award changes identified in the Memorandum of Understanding.
4. Delete clause 9, Leave Reserved, and renumber the existing clause 10, Area, Incidence and Duration to read as clause 9.
5. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

Administrative Officer and Temporary Employee Classifications				
Classification and Grades	FPP 1.7.07 Per annum \$	FPP 1.7.08 Per annum +4% \$	FPP 1.7.09 Per annum +4% \$	FPP 1.7.10 Per annum +4% \$
Armourer, Police				
1st year of service	54,480	56,659	58,925	61,282
2nd year of service	55,472	57,691	59,999	62,399
3rd year of service	56,701	58,969	61,328	63,781
4th year of service and thereafter	57,772	60,083	62,486	64,985
Senior Armourer, Police				
1st year of service	60,518	62,939	65,457	68,075
2nd year of service	61,801	64,273	66,844	69,518
3rd year of service and thereafter	63,561	66,103	68,747	71,497
Administrative and Clerical Clerks General Scale				
Clerks General Scale step 1	22,429	23,326	24,259	25,229
Clerks General Scale step 2	25,452	26,470	27,529	28,630
Clerks General Scale step 3	27,055	28,137	29,262	30,432
- 1st year of service or 18 years				
Clerks General Scale step 4	30,656	31,882	33,157	34,483
Minimum for:				
- employee with Business Administration Certificate III, Government Certificate III or equivalent at 18 years of age				
- employee with Higher School Certificate Qualification at 19 years of age				
Clerks General Scale step 5	32,723	34,032	35,393	36,809
Minimum for:				
- employee qualified at Business Administration Certificate III, Government Certificate III or equivalent and is qualified at HSC standard at 17 years of age				
- employee 20 years of age				

Clerks General Scale step 6 Minimum for employee 21 years of age	35,266	36,677	38,144	39,670
Clerks General Scale step 7	36,229	37,678	39,185	40,752
Clerks General Scale step 8	37,762	39,272	40,843	42,477
Clerks General Scale step 9	38,448	39,986	41,585	43,248
Clerks General Scale step 10	39,400	40,976	42,615	44,320
Clerks General Scale step 11	40,857	42,491	44,191	45,959
Clerks General Scale step 12	42,338	44,032	45,793	47,625
Clerks General Scale step 13	43,903	45,659	47,485	49,384
Provided that officers who on 6th December 1979 were on 14th year of General Scale and paid a personal allowance of \$417.00 p.a. in terms of Circular No. 202 of 1979 shall be paid by way of allowance above step 13 of the General Scale	45,781	47,612	49,516	51,497
Grade 1 1st year of service	46,320	48,173	50,100	52,104
Thereafter	47,682	49,589	51,573	53,636
Grade 2 1st year of service	49,012	50,972	53,011	55,131
Thereafter	50,356	52,370	54,465	56,644
Grade 3 1st year of service	51,784	53,855	56,009	58,249
Thereafter	53,344	55,478	57,697	60,005
Grade 4 1st year of service	55,010	57,210	59,498	61,878
Thereafter	56,701	58,969	61,328	63,781
Grade 5 1st year of service	61,128	63,573	66,116	68,761
Thereafter	63,056	65,578	68,201	70,929
Grade 6 1st year of service	65,527	68,148	70,874	73,709
Thereafter	67,448	70,146	72,952	75,870
Grade 7 1st year of service	69,468	72,247	75,137	78,142
Thereafter	71,546	74,408	77,384	80,479
Grade 8 1st year of service	74,527	77,508	80,608	83,832
Thereafter	76,896	79,972	83,171	86,498
Grade 9 1st year of service	79,188	82,356	85,650	89,076
Thereafter	81,414	84,671	88,058	91,580
Grade 10 1st year of service	84,738	88,128	91,653	95,319
Thereafter	87,263	90,754	94,384	98,159
Grade 11 1st year of service	91,589	95,253	99,063	103,026
Thereafter	95,472	99,291	103,263	107,394
Grade 12 1st year of service	101,454	105,512	109,732	114,121
Thereafter	105,923	110,160	114,566	119,149
Bar Manager, Police Academy 1st year of service	45,967	47,806	49,718	51,707
Thereafter	46,807	48,679	50,626	52,651

Building Manager (Sydney Police Centre)				
1st year of service	58,341	60,675	63,102	65,626
2nd year of service	58,925	61,282	63,733	66,282
PT Building Manager Allowance	1,066	1,109	1,153	1,199
Clerical Officer - translated to Administrative and Clerical Clerks classification - see Table 2 of this award				
Clinical Pharmacologist	114,995	119,595	124,379	129,354
Computer Systems Officer (CSO)				
CSO Level 1 - Non Graduate				
Year 1A	27,055	28,137	29,262	30,432
Year 1B	32,723	34,032	35,393	36,809
Year 1C	35,266	36,677	38,144	39,670
Year 1D	36,229	37,678	39,185	40,752
Year 1E	37,762	39,272	40,843	42,477
Year 1F	38,448	39,986	41,585	43,248
Year 2	40,857	42,491	44,191	45,959
Year 3	47,682	49,589	51,573	53,636
Year 4	50,356	52,370	54,465	56,644
CSO Level 1 - Graduate				
Year 1A (Any degree)	40,857	42,491	44,191	45,959
Year 1B (Degree - Computer Sciences)	42,338	44,032	45,793	47,625
Year 2	56,701	58,969	61,328	63,781
Year 3	63,056	65,578	68,201	70,929
CSO Level 2				
Year 1	53,344	55,478	57,697	60,005
Year 2	56,701	58,969	61,328	63,781
Year 3	63,056	65,578	68,201	70,929
CSO Level 3				
Year 1	65,527	68,148	70,874	73,709
Year 2	67,448	70,146	72,952	75,870
Year 3	69,468	72,247	75,137	78,142
Year 4	71,546	74,408	77,384	80,479
Year 5	74,527	77,508	80,608	83,832
Year 6	76,896	79,972	83,171	86,498
CSO Level 4				
Year 1	79,188	82,356	85,650	89,076
Year 2	81,414	84,671	88,058	91,580
Year 3	84,738	88,128	91,653	95,319
Year 4	87,263	90,754	94,384	98,159
CSO Level 5				
Year 1	91,589	95,253	99,063	103,026
Year 2	95,472	99,291	103,263	107,394
CSO Level 6				
Year 1	101,454	105,512	109,732	114,121
Year 2	105,923	110,160	114,566	119,149
Departmental Professional Officer				
Grade 1 -				
1st year of service	46,320	48,173	50,100	52,104
2nd year of service	48,143	50,069	52,072	54,155
3rd year of service	50,829	52,862	54,976	57,175
4th year of service	54,480	56,659	58,925	61,282
5th year of service	58,341	60,675	63,102	65,626
6th year of service and thereafter	61,801	64,273	66,844	69,518

Grade II -				
1st year of service	64,827	67,420	70,117	72,922
2nd year of service	66,749	69,419	72,196	75,084
3rd year of service	68,784	71,535	74,396	77,372
4th year of service and thereafter	71,546	74,408	77,384	80,479
Grade III -				
1st year of service	74,527	77,508	80,608	83,832
2nd year of service	76,896	79,972	83,171	86,498
3rd year of service	78,427	81,564	84,827	88,220
4th year of service and thereafter	81,414	84,671	88,058	91,580
Grade IV -				
1st year of service	84,738	88,128	91,653	95,319
2nd year of service and thereafter	86,419	89,876	93,471	97,210
Grade V -				
1st year of service	89,810	93,402	97,138	101,024
2nd year of service and thereafter	91,589	95,253	99,063	103,026
Grade VI -				
1st year of service	94,443	98,221	102,150	106,236
2nd year of service and thereafter	96,293	100,145	104,151	108,317
1st year of service	99,269	103,240	107,370	111,665
2nd year of service and thereafter	101,454	105,512	109,732	114,121
Grade VIII -				
1st year of service	104,754	108,944	113,302	117,834
2nd year of service and thereafter	105,923	110,160	114,566	119,149
Director of Music (Police Band)				
1st year	63,506	65,578	68,201	70,929
2nd year	64,827	67,420	70,117	72,922
3rd year	66,749	69,419	72,196	75,084
4th year	68,784	71,535	74,396	77,372
5th year and thereafter	70,862	73,696	76,644	79,170
Loading				
1st year	6,306	6,558	6,820	7,093
2nd year	6,482	6,741	7,011	7,291
3rd year	6,675	6,942	7,220	7,509
4th year	6,879	7,154	7,440	7,738
5th year and thereafter	7,087	7,370	7,665	7,972
Car Drivers				
Driver/General Assistant	41,189	42,837	44,550	46,332
Departmental - Driver/Assistant	43,543	45,285	47,096	48,980
Police Executive Driver/Assistant				
1st Year and thereafter	43,519	45,260	47,070	48,953
All incidence of employment allowance	40,270	41,881	43,556	45,298
Clothing Allowance \$600 per annum				
Driving Instructor				
1st year	57,177	59,402	61,778	64,249
2nd year	57,772	60,083	62,486	64,985
3rd year and thereafter	59,428	61,805	64,277	66,848
Engineer				
Grade I Diplomate Experience Since Qualifying				
In first year	46,320	48,173	50,100	52,104
After one year	48,143	50,069	52,072	54,155
After two years	50,829	52,862	54,976	57,175

After three years	54,480	56,659	58,925	61,282
After four years	58,341	60,675	63,102	65,626
After five years	61,801	64,273	66,844	69,518
Grade I Graduate Experience Since Qualifying				
In first year	48,143	50,069	52,072	54,155
After one year	50,829	52,862	54,976	57,175
After two years	54,480	56,659	58,925	61,282
After three years	58,341	60,675	63,102	65,626
After four years	61,801	64,273	66,844	69,518
Grade II				
1st year of service	65,527	68,148	70,874	73,709
2nd year of service	68,051	70,773	73,604	76,548
3rd year of service	70,167	72,974	75,893	78,929
4th year of service and thereafter	72,208	75,096	78,100	81,224
Grade III				
1st year of service	76,064	79,107	82,271	85,562
2nd year of service	78,427	81,564	84,827	88,220
3rd year of service	81,414	84,671	88,058	91,580
4th year of service and thereafter	83,906	87,262	90,752	94,382
Grade IV				
1st year of service	88,113	91,638	95,304	99,116
2nd year of service	90,699	94,327	98,100	102,024
3rd year of service and thereafter	92,500	96,200	100,048	104,050
Grade V				
1st year of service	96,293	100,145	104,151	108,317
2nd year of service and thereafter	98,190	102,118	106,203	110,451
Grade VI				
1st year of service	100,364	104,379	108,554	112,896
2nd year of service and thereafter	102,516	106,617	110,882	115,317
General Assistant (NSW Police Academy)				
1st year	35,925	37,362	38,856	40,410
2nd year	36,229	37,678	39,185	40,752
3rd year	36,915	38,392	39,928	41,525
4th year	37,762	39,272	40,843	42,477
5th year and thereafter	38,448	39,986	41,585	43,248
Groom, Mounted Police				
1st year	34,401	35,777	37,208	38,696
2nd year and there after	35,613	37,038	38,520	40,061
Imaging Technician				
1st year	51,784	53,855	56,009	58,249
2nd year	53,344	55,478	57,697	60,005
3rd year	55,010	57,210	59,498	61,878
4th year and thereafter	56,701	58,969	61,328	63,781
Interpreters and Translators				
Interpreter/Translator	50,829	52,862	54,976	57,175
Year 1	54,480	56,659	58,925	61,282
Year 2	58,341	60,675	63,102	65,626
Year 3	61,801	64,273	66,844	69,518
Year 4	64,827	67,420	70,117	72,922
Year 5				

Senior Interpreter/Translator				
Year 1	66,749	69,419	72,196	75,084
Year 2	68,784	71,535	74,396	77,372
Year 3	71,546	74,408	77,384	80,479
Legal Officers				
Grade I				
1st year of service	48,518	50,459	52,477	54,576
2nd year of service	50,356	52,370	54,465	56,644
3rd year of service	51,784	53,855	56,009	58,249
4th year of service	53,344	55,478	57,697	60,005
5th year of service	55,472	57,691	59,999	62,399
Grade II				
1st year of service	60,041	62,443	64,941	67,539
2nd year of service	63,056	65,578	68,201	70,929
3rd year of service	66,749	69,419	72,196	75,084
4th year of service	70,167	72,974	75,893	78,929
5th year of service	72,966	75,885	78,920	82,077
Grade III				
1st year of service	76,896	79,972	83,171	86,498
2nd year of service	79,188	82,356	85,650	89,076
3rd year of service	82,244	85,534	88,955	92,513
Grade IV				
1st year of service	88,113	91,638	95,304	99,116
2nd year of service	89,810	93,402	97,138	101,024
Grade V				
1st year of service	94,443	98,221	102,150	106,236
2nd year of service	96,293	100,145	104,151	108,317
Grade VI				
1st year of service	101,454	105,512	109,732	114,121
2nd year of service	103,591	107,735	112,044	116,526
Librarians and Archivists				
Grade 1				
Year 1	46,320	48,173	50,100	52,104
Year 2	49,012	50,972	53,011	55,131
Year 3	51,784	53,855	56,009	58,249
Year 4	55,010	57,210	59,498	61,878
Year 5	57,772	60,083	62,486	64,985
Year 6	60,518	62,939	65,457	68,075
Grade 2				
Year 1	63,056	65,578	68,201	70,929
Year 2	65,527	68,148	70,874	73,709
Year 3	68,784	71,535	74,396	77,372
Year 4	71,546	74,408	77,384	80,479
Grade 3				
Year 1	75,308	78,320	81,453	84,711
Year 2	77,634	80,739	83,969	87,328
Year 3	80,683	83,910	87,266	90,757
Year 4	83,906	87,262	90,752	94,382
Grade 4				
Year 1	86,419	89,876	93,471	97,210
Year 2	88,962	92,520	96,221	100,070
Year 3	91,589	95,253	99,063	103,026
Year 4	94,443	98,221	102,150	106,236

Grade 5				
Year 1	97,109	100,993	105,033	109,234
Year 2	100,364	104,379	108,554	112,896
Year 3	103,591	107,735	112,044	116,526
Year 4	107,105	111,389	115,845	120,479
Library Assistant				
Year 1	36,229	37,678	39,185	40,752
Year 2	38,448	39,986	41,585	43,248
Year 3	40,857	42,491	44,191	45,959
Year 4	43,903	45,659	47,485	49,384
Year 5	45,524	47,345	49,239	51,209
Library Technician				
Grade 1				
Year 1	46,320	48,173	50,100	52,104
Year 2	49,012	50,972	53,011	55,131
Year 3	51,784	53,855	56,009	58,249
Year 4	55,010	57,210	59,498	61,878
Grade 2				
Year 1	61,128	63,573	66,116	68,761
Year 2	63,056	65,578	68,201	70,929
Year 3	65,527	68,148	70,874	73,709
Year 4	68,784	71,535	74,396	77,372
Maintenance Attendant, Police Academy				
	36,915	38,392	39,928	41,525
Maintenance Officer Trades				
	55,010	57,210	59,498	61,878
Manager Trades				
1st year	76,896	79,972	83,171	86,498
2nd year and there after	77,634	80,739	83,969	87,328
On call Allowance (per hour)	0.73 p/h	0.76 p/h	0.79 p/h	0.82 p/h
Assistant Manager Trades				
1st year	63,056	65,578	68,201	70,929
2nd year and there after	64,250	66,820	69,493	72,273
On call Allowance	0.73 p/h	0.76 p/h	0.79 p/h	0.82 p/h
Pathology Exhibit Courier				
	42,338	44,032	45,793	47,625
Photogrammetrist				
General Scale				
1st year	27,055	28,137	29,262	30,432
2nd year	32,723	34,032	35,393	36,809
3rd year	35,266	36,677	38,144	39,670
4th year	36,229	37,678	39,185	40,752
5th year	37,762	39,272	40,843	42,477
6th year	38,448	39,986	41,585	43,248
7th year	39,400	40,976	42,615	44,320
8th year	40,857	42,491	44,191	45,959
9th year	42,338	44,032	45,793	47,625
10th year	43,903	45,659	47,485	49,384
11th year	46,320	48,173	50,100	52,104
12th year	47,682	49,589	51,573	53,636
13th year	49,012	50,972	53,011	55,131
14th year	50,356	52,370	54,465	56,644

Officer with HSC aged 19 and over paid not less than	30,656	31,882	33,157	34,483
Class 1				
1st year	51,784	53,855	56,009	58,249
2nd year	53,344	55,478	57,697	60,005
3rd year	55,010	57,210	59,498	61,878
4th year	56,701	58,969	61,328	63,781
Class 2				
1st year	61,128	63,573	66,116	68,761
2nd year	63,056	65,578	68,201	70,929
Class 3				
1st year	65,527	68,148	70,874	73,709
2nd year	67,448	70,146	72,952	75,870
Class 4				
1st year	69,468	72,247	75,137	78,142
2nd year	71,546	74,408	77,384	80,479
Class 5				
1st year	74,527	77,508	80,608	83,832
2nd year	76,896	79,972	83,171	86,498
Class 6				
1st year	79,188	82,356	85,650	89,076
2nd year	81,414	84,671	88,058	91,580
Class 7				
1st year	84,738	88,128	91,653	95,319
2nd year	87,263	90,754	94,384	98,159
Public Relations Officer				
Assistant Publicity Officers				
1st year of service	52,324	54,417	56,594	58,858
2nd year of service	53,847	56,001	58,241	60,571
Publicity Officers				
1st year of service	57,772	60,083	62,486	64,985
2nd year of service	59,428	61,805	64,277	66,848
3rd year of service and thereafter	60,518	62,939	65,457	68,075
Public Relations Officer				
Grade II				
1st year of service	68,784	71,535	74,396	77,372
2nd year of service	70,167	72,974	75,893	78,929
3rd year of service and thereafter	71,546	74,408	77,384	80,479
Grade I				
1st year of service	80,683	83,910	87,266	90,757
2nd year of service	82,244	85,534	88,955	92,513
3rd year of service and thereafter	83,906	87,262	90,752	94,382
Allowance in lieu of overtime (per annum)	10,182	10,589	11,013	11,454
Radio Technician,				
1st year of service	46,807	48,679	50,626	52,651
2nd year of service	47,196	49,084	51,047	53,089
3rd year of service and thereafter	48,143	50,069	52,072	54,155
Radio Technician, Senior				
1st year of service	51,277	53,328	55,461	57,679
2nd year of service and thereafter	51,784	53,855	56,009	58,249

Scientific Officer				
Grade I				
1st year of service	46,320	48,173	50,100	52,104
2nd year of service	48,143	50,069	52,072	54,155
3rd year of service	50,829	52,862	54,976	57,175
4th year of service	54,480	56,659	58,925	61,282
5th year of service	58,341	60,675	63,102	65,626
6th year of service and thereafter	61,801	64,273	66,844	69,518
Grade II				
1st year of service	64,827	67,420	70,177	72,922
2nd year of service	66,749	69,419	72,196	75,084
3rd year of service	68,784	71,535	74,396	77,372
4th year of service and thereafter	71,546	74,408	77,384	80,479
Grade III				
1st year of service	74,527	77,508	80,608	83,832
2nd year of service	76,896	79,972	83,171	86,498
3rd year of service and thereafter	78,427	81,564	84,827	88,220
Grade IV				
1st year of service	82,244	85,534	88,955	92,513
2nd year of service	84,738	88,128	91,653	95,319
3rd year of service and thereafter	86,419	89,876	93,471	97,210
Grade V				
1st year of service	89,810	93,402	97,138	101,024
2nd year of service and thereafter	92,500	96,200	100,048	104,050
Grade VI				
1st year of service	95,472	99,291	103,263	107,394
2nd year of service	98,190	102,118	106,203	110,451
Senior Basement Attendant, Police Headquarters				
1st year of service	39,807	41,399	43,055	44,777
2nd year of service	40,466	42,085	43,768	45,519
3rd year of service	40,857	42,491	44,191	45,959
4th year of service and thereafter	41,575	43,238	44,968	46,767
Senior Officers				
Grade 1				
Year 1	118,519	123,260	128,190	133,318
Year 2	127,708	132,816	138,129	143,654
Grade 2				
Year 1	129,868	135,063	140,466	146,085
Year 2	139,025	144,586	150,369	156,384
Grade 3				
Year 1	143,678	149,425	155,402	161,618
Year 2	157,716	164,025	170,586	177,409
Stenographers and Machine Operators				
1st year (up to 17 years)	20,095	20,899	21,735	22,604
2nd year (or 17 years)	23,852	24,806	25,798	26,830
3rd year (or 18 years)	27,055	28,137	29,262	30,432
4th year (or 19 years)	30,656	31,882	33,157	34,483
5th year (or 20 years)	32,424	33,721	35,070	36,473
6th year (or 21 years)	35,925	37,362	38,856	40,410
7th year	36,915	38,392	39,928	41,525
8th year	38,134	39,659	41,245	42,895
9th year	41,189	42,837	44,550	46,332
10th year	41,912	43,588	45,332	47,145
11th year	43,099	44,823	46,616	48,481
12th year	43,903	45,659	47,485	49,384

Grade 1 - 1st year	46,320	48,173	50,100	52,104
2nd year	47,682	49,589	51,573	53,636
Grade 2 - 1st year	49,012	50,972	53,011	55,131
2nd year	50,356	52,370	54,465	56,644
Grade 3 - 1st year	51,784	53,855	56,009	58,249
2nd year	53,344	55,478	57,697	60,005
Storeman Attendant				
	35,266	36,677	38,144	39,670
Stores Officers				
Grade 1 1st year of service	40,466	42,085	43,768	45,519
2nd year of service and thereafter	41,189	42,837	44,550	46,332
Grade 2 1st year of service	41,575	43,238	44,968	46,767
2nd year of service and thereafter	41,912	43,588	45,332	47,145
Grade 3 1st year of service	42,338	44,032	45,793	47,625
2nd year of service and thereafter	42,743	44,453	46,231	48,080
Grade 4 1st year of service	43,543	45,285	47,096	48,980
2nd year of service	44,396	46,172	48,019	49,940
3rd year of service and thereafter	44,396	46,172	48,019	49,940
Technical Officer				
Grade 1 1st year of service	47,196	49,084	51,047	53,089
2nd year of service	48,518	50,459	52,477	54,576
3rd year of service	49,863	51,858	53,932	56,089
4th year of service	50,829	52,862	54,976	57,175
5th year of service	52,324	54,417	56,594	58,858
Grade 2 1st year of service	55,010	57,210	59,498	61,878
2nd year of service	56,128	58,373	60,708	63,136
3rd year of service	57,117	59,402	61,778	64,249
4th year of service	58,341	60,675	63,102	65,626
Grade 3 1st year of service and thereafter	62,330	64,823	67,416	70,113
Senior Technical Officer				
Grade 1 1st year of service	61,128	63,573	66,116	68,761
2nd year of service	62,330	64,823	67,416	70,113
3rd year of service	64,250	66,820	69,493	72,273
Grade 2 1st year of service	66,166	68,813	71,566	74,429
2nd year of service	68,051	70,773	73,604	76,548
Grade 3 1st year of service	70,862	73,696	76,644	79,710
Technical Officer, Maintenance Services				
	64,827	67,420	70,117	72,922
Technician				
Class 1 1st year of service	43,903	45,659	47,485	49,384
2nd year of service	45,188	46,996	48,876	50,831

Class 2				
1st year of service	47,682	49,589	51,573	53,636
2nd year of service	49,012	50,972	53,011	55,131
Class 3				
1st year of service	51,784	53,855	56,009	58,249
2nd year of service	52,810	54,922	57,119	59,404
Class 4				
1st year of service	53,847	56,001	58,241	60,571
2nd year of service	54,480	56,659	58,925	61,282
Transport Officer	44,396	46,172	48,019	49,940
Transport Officer, Mechanical				
Year 1	51,784	53,855	56,009	58,249
Year 2	52,324	54,417	56,594	58,858
Year 3	52,810	54,922	57,119	59,404
Year 4	53,344	55,478	57,697	60,005
Uniform Fitter and Advisory Officer	42,743	44,453	46,231	48,080

Table 2 - Translation Table for Clerical Officer Classification

Clerical Officer classification has been translated to the Administrative and Clerical Clerks General Scale and Grades from 1 January 2009.

Classification & Grades	1.7.07 Per annum \$	1.7.08 Per annum +4% \$	Administrative and clerical officer classification on translation effective from 1/1/09	From 1/1/09 Per annum \$
Grade 1				
Group A				
1st year of service under 17	18,832	19,585	Clerks General Scale step 1	23,326
2nd year of service or 17	22,429	23,326	Clerks General Scale step 1	23,326
3rd year of service or 18	25,452	26,470	Clerks General Scale step 2	26,470
4th year of service or 19	30,656	31,882	Clerks General Scale step 4	31,882
5th year of service or 20	32,723	34,032	Clerks General Scale step 5	34,032
6th year of service	35,266	36,677	Clerks General Scale step 6	36,677
7th year of service	36,229	37,678	Clerks General Scale step 7	37,678
8th year of service	37,762	39,272	Clerks General Scale step 8	39,272
9th year of service	38,448	39,986	Clerks General Scale step 9	39,986
10th year of service	39,400	40,976	Clerks General Scale step 10	40,976
Group B				
1st year of service under 17	20,095	20,899	Clerks General Scale step 1	23,326
2nd year of service or 17	22,429	23,326	Clerks General Scale step 1	23,326
3rd year of service or 18	25,452	26,470	Clerks General Scale step 3	28,137
4th year of service or 19	30,656	31,882	Clerks General Scale step 4	31,882
5th year of service or 20	32,723	34,032	Clerks General Scale step 5	34,032
6th year of service	35,266	36,677	Clerks General Scale step 6	36,677
7th year of service	36,229	37,678	Clerks General Scale step 7	37,678
8th year of service	37,762	39,272	Clerks General Scale step 8	39,272
9th year of service	38,448	39,986	Clerks General Scale step 9	39,986
10th year of service	39,400	40,976	Clerks General Scale step 10	40,976

Minimum rate at 21	35,266	36,677	Clerks General Scale step 6	36,677
Grade 1/2 Group C				
1st year of service under 17	21,154	22,000	Clerks General Scale step 1	23,326
2nd year of service or 17	25,452	26,470	Clerks General Scale step 2	26,470
3rd year of service or 18	30,656	31,882	Clerks General Scale step 4	31,882
4th year of service or 19	32,723	34,032	Clerks General Scale step 5	34,032
5th year of service or 20	35,266	36,677	Clerks General Scale step 6	36,677
6th year of service	36,229	37,678	Clerks General Scale step 7	37,678
7th year of service	37,762	39,272	Clerks General Scale step 8	39,272
8th year of service	38,448	39,986	Clerks General Scale step 9	39,986
9th year of service	39,400	40,976	Clerks General Scale step 10	40,976
10th year of service	40,857	42,491	Clerks General Scale step 11	42,491
11th year of service	42,338	44,032	Clerks General Scale step 12	44,032
12th year of service	43,903	45,659	Clerks General Scale step 13	45,659
Group D only				
1st year of service or 17	30,656	31,882	Clerks General Scale step 4	31,882
2nd year of service or 17	32,723	34,032	Clerks General Scale step 5	34,032
3rd year of service or 18	35,266	36,677	Clerks General Scale step 6	36,677
4th year of service or 19	36,229	37,678	Clerks General Scale step 7	37,678
5th year of service or 20	37,762	39,272	Clerks General Scale step 8	39,272
6th year of service	38,448	39,986	Clerks General Scale step 9	39,986
7th year of service	39,400	40,976	Clerks General Scale step 10	40,976
8th year of service	40,857	42,491	Clerks General Scale step 11	42,491
9th year of service	42,338	44,032	Clerks General Scale step 12	44,032
10th year of service	43,903	45,659	Clerks General Scale step 13	45,659
*Minimum rate for HSC at 19 years of age	30,656	31,882	Clerks General Scale step 4	31,882
Minimum rate at 21	36,229	37,678	Clerks General Scale step 7	37,678
Grade 3				
1st year of service	46,320	48,173	Clerk Grade 1 1st year of service Clerk grade 1 thereafter	48,173
2nd year of service	47,682	49,589		49,589
Grade 3/4				
1st year of service	46,320	48,173	Clerk Grade 1 1st year of service	48,173
2nd year of service	47,682	49,589	Clerk grade 1 thereafter	49,589
3rd year of service	49,012	50,972	Clerk Grade 2 1st year of service Clerk grade 2 thereafter	50,972
4th year of service	50,356	52,370		52,370
Grade 4				
1st year of service	49,012	50,972	Clerk Grade 2 1st year of service Clerk grade 2 thereafter	50,972
2nd year of service	50,356	52,370		52,370
Grade 5				
1st year of service	51,784	53,855	Clerk Grade 3 1st year of service	53,855
2nd year of service	53,344	55,478	Clerk grade 3 thereafter	55,478
Grade 6				
1st year of service	55,010	57,210	Clerk Grade 4 1st year of service	57,210
2nd year of service	56,701	58,969	Clerk grade 4 thereafter	58,969
Grade 7				
1st year of service	61,128	63,573	Clerk Grade 5 1st year of service	63,573
2nd year of service	63,056	65,578	Clerk grade 5 thereafter	65,578
Grade 8				
1st year of service	65,527	68,148	Clerk Grade 6 1st year of service	68,148
2nd year of service	67,448	70,146	Clerk grade 6 thereafter	70,146

6. The variation shall take effect from 1 January 2009.

E. A. R. BISHOP, Commissioner

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(1871)

SERIAL C7034

**CROWN EMPLOYEES (NSW POLICE FORCE ADMINISTRATIVE
OFFICERS AND TEMPORARY EMPLOYEES - SALARIES 2009)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1534 of 2008)

Before Commissioner Bishop

6 April 2009

REVIEWED AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Salaries
4.	Allowances
5.	Salary Packaging Arrangements including Salary Sacrifice to Superannuation
6.	Dispute Settling Procedure
7.	Anti-Discrimination
8.	No Extra Claims
9.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Translation Table for Clerical Officer Classification

2. Definitions

In this award:

- (i) "Act" means the NSW *Police Act 1990*.
- (ii) "Administrative Officer" means a person employed as an Administrative Officer under the NSW *Police Act 1990*.
- (iii) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (iv) "Commissioner" means the Commissioner of Police as defined in the Act or person authorised by the Commissioner of Police.
- (v) "Employee" means an Administrative Officer or temporary employee as defined in the Act.

3. Salaries

- (i) The salaries under this Award are payable to employees appointed to or performing the duties of any of the positions or classifications listed in Part B, Monetary Rates, of this award.
- (ii) The salaries payable are prescribed in Part B, Monetary Rates.
- (iii) The salaries in this award are set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award or any variation or any replacement award.
- (iv) The salaries prescribed reflect increases of:
 - (a) 4% to salaries in Part B of this award, which are payable with effect from the first pay period to commence on or after 1 July 2008; and
 - (b) a further 4% to salaries paid under paragraph (a) above, which are payable with effect from the first pay period to commence on or after 1 July 2009;
 - (c) a further 4% to salaries paid under paragraph (b) above which are payable with effect from the first pay period to commence on or after 1 July 2010.
- (v) The salary increases referred to in paragraphs (a)-(c) of subclause (iv), insofar as they apply from the first full pay period on or after 1 July 2008, shall only be paid to those employees who are employed as at the date of the making of the Crown Employees (Public Sector - Salaries 2008) Award.

4. Allowances

- (i) The following allowances are subject to adjustment in line with the salary increases in clause 3, Salaries of this Award:

Additional Responsibilities Allowance
All Incidents of Employment Allowance
Charge Hand Allowance
Community Language Allowance
Diving Allowance
Environmental Allowance
Extraneous Duties Allowance
First Aid Allowance
Flying Allowance
In-Lieu of Overtime Allowance
Leading Hand Allowance
Licence Allowances covered in Trade Based Groups Agreement No. 2301 of 1981 and the Officer-in-Charge Allowance
On-Call Allowance
Part-Time Building Managers/House Officers Allowance
Any Wage Related Allowances applicable to the Crown Employees (General Staff Salaries) Award 2007
Qualifications Allowances - where the qualification is deemed to be a requisite for the position in question
Resident Officers Allowance
Shift Allowances
Special Rates Allowance
Supervision Allowance
Service Increments expressed as a separate sum
Word Processing Allowance

- (ii) In addition to the allowances listed in subclause (i) of this clause, any other allowance applying to classifications in Part B which is normally moved in accordance with salary increases is to be adjusted in line with the salary increases in clause 3, Salaries of this award.

5. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

For the purposes of this clause "salary" means the salary or rate of pay prescribed for the employee's classification by clause 3, Salaries, and Part B, to this award.

- (i) By mutual agreement with the Commissioner, an employee may elect to package part or all of their salary in order to obtain:
 - (a) a benefit or benefits selected from those approved from time to time by the Commissioner; and
 - (b) a salary equal to the difference between the salary prescribed for the employee by clause 3, Salaries, and Part B to this award, and the amount specified by the Commissioner from time to time for the benefit provided to or in respect of the employee in accordance with such agreement.
- (ii) The amount packaged, including any salary sacrifice to superannuation arrangement under subclauses (ix) to (xiii), may be up to one hundred (100) percent of the employees salary.
 - (a) Any pre tax and post tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include, but are not limited to, compulsory superannuation payments, judgment debtor/garnishee orders, union fees, and health fund premiums.
- (iii) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (iv) The agreement shall be known as the Salary Packaging Agreement.
- (v) Except in accordance with subclauses (ix) to (xiii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Commissioner at the time of signing the Salary Packaging Agreement.
- (vi) Where the employee has elected to package part or all of their salary:
 - (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to the employee's salary, shall be calculated by reference to the salary which would have applied to the employee under clause 3, salaries, or Part B of this award in the absence of any Salary Packaging Agreement made under this award.
- (vii) The Commissioner may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation.
- (viii) The Commissioner will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement immediately.
- (ix) An employee may elect to sacrifice a part or all of their salary to additional employer superannuation contributions.
- (x) Where the employee makes such an election, the employee may elect to have the amount of salary sacrificed:

- (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to NSW Police Force agreement, paid into another complying superannuation scheme as employer superannuation contributions.
- (xi) Where the employee makes an election in terms of subclause (ix), the employer shall pay the amount of salary, the subject of election, to the relevant superannuation fund.
- (xii) Where the employee makes an election in terms of subclause (ix), and where the employee is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*;
 - (d) *State Authorities Non-contributory Superannuation Act 1987*; or
 - (e) *First State Superannuation Act 1992*,

The NSW Police Force must ensure that the amount of any additional employer superannuation contributions specified in subclause (ix) of this clause is included in the employee's superable salary which is notified to the SAS Trustee Corporations.

- (xiii) Where the employee makes an election in terms of subclause (ix), and where, prior to electing to sacrifice a part or all of their salary to superannuation, an employee had entered into an agreement with the NSW Police Force to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (xii) of this clause, the NSW Police Force will continue to base contributions to that fund on the salary payable to the same extent as applied before the employee sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the NSW Police Force may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

6. Dispute Settling Procedure

All 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 agency, if required.

- (i) An employee is required to notify (in writing or otherwise) their immediate manager, as to the substance of the dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- (ii) 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 Commissioner or Delegate.
- (iii) The immediate manager shall convene a meeting in order to resolve the dispute or difficulty within two (2) days, or as soon as practicable, of the matter being brought to attention.
- (iv) 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) days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the Commissioner.
- (v) The Commissioner may refer the matter to the Director of Public Employment (DPE) for consideration.

- (vi) In the event that the matter remains unresolved, the Commissioner shall provide a written response to the employee and any other party involved in the dispute or difficulty, concerning action to be taken, or the reasons for not taking action, in relation to the matter.
- (vii) An employee, at any stage, may request to be represented by an Association representative.
- (viii) The employee, or the Association on their behalf, or the Commissioner may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- (ix) The employee, Association, NSW Police Force and DPE shall agree to be bound by any lawful recommendation, order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- (x) Whilst the procedures are being followed, normal work undertaken prior to notification of the grievance or dispute shall continue unless otherwise agreed between the parties, or, in the case of a dispute involving Occupational Health and Safety, if practicable, normal work shall proceed in such a manner as to avoid any risk to the health and safety of any employee or member of the public.

7. 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

- (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."

8. No Extra Claims

- (i) This award provides pay increases of 4% with effect from the first pay period to commence on or after 1 July 2008, a further increase of 4% with effect from the first pay period to commence on or after 1 July 2009, and a further increase of 4% with effect from the first pay period to commence on or after 1 July 2010.
- (ii) The salary increases in subclause (i) of this clause arise from the agreement of the parties to the Crown Employees (Public Sector - Salaries 2008) Award contained in the Memorandum of Understanding between the NSW Government and the Association for the period 1 July 2008 to 30 June 2011 entered into on 2 October 2008.
- (iii) The Memorandum of Understanding referred in subclause (ii) of this clause contains a “no extra claims” commitment, provided that this shall not prevent the parties to this award from applying for award changes identified in the Memorandum of Understanding.

9. Area, Incidence and Duration

- (i) This award shall apply to employees employed in the classifications listed in Part B, Monetary Rates of this award.
- (ii) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (NSW Police Administrative Officers and Temporary Employees - Salaries 2006) Award published 1 December 2006 (361 I.G. 959), as varied by IRC 2426 of 2008 effective 1 January 2009 (not yet published as at the date of review).
- (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 6 April 2009.
- (iv) 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

Administrative Officer and Temporary Employee Classifications				
Classification and Grades	FPP 1.7.07 Per annum \$	FPP 1.7.08 Per annum +4% \$	FPP 1.7.09 Per annum +4% \$	FPP 1.7.10 Per annum +4% \$
Armourer, Police				
1 st year of service	54,480	56,659	58,925	61,282
2 nd year of service	55,472	57,691	59,999	62,399
3 rd year of service	56,701	58,969	61,328	63,781
4 th year of service and thereafter	57,772	60,083	62,486	64,985
Senior Armourer, Police				
1st year of service	60,518	62,939	65,457	68,075
2nd year of service	61,801	64,273	66,844	69,518
3rd year of service and thereafter	63,561	66,103	68,747	71,497

Administrative and Clerical Clerks General Scale				
Clerks General Scale step 1	22,429	23,326	24,259	25,229
Clerks General Scale step 2	25,452	26,470	27,529	28,630
Clerks General Scale step 3	27,055	28,137	29,262	30,432
- 1st year of service or 18 years				
Clerks General Scale step 4	30,656	31,882	33,157	34,483
Minimum for:				
- employee with Business Administration Certificate III, Government Certificate III or equivalent at 18 years of age				
- employee with Higher School Certificate Qualification at 19 years of age				
Clerks General Scale step 5	32,723	34,032	35,393	36,809
Minimum for:				
- employee qualified at Business Administration Certificate III, Government Certificate III or equivalent and is qualified at HSC standard at 17 years of age				
- employee 20 years of age				
Clerks General Scale step 6	35,266	36,677	38,144	39,670
Minimum for employee 21 years of age				
Clerks General Scale step 7	36,229	37,678	39,185	40,752
Clerks General Scale step 8	37,762	39,272	40,843	42,477
Clerks General Scale step 9	38,448	39,986	41,585	43,248
Clerks General Scale step 10	39,400	40,976	42,615	44,320
Clerks General Scale step 11	40,857	42,491	44,191	45,959
Clerks General Scale step 12	42,338	44,032	45,793	47,625
Clerks General Scale step 13	43,903	45,659	47,485	49,384
Provided that officers who on 6th December 1979 were on 14th year of General Scale and paid a personal allowance of \$417.00 p.a. in terms of Circular No. 202 of 1979 shall be paid by way of allowance above step 13 of the General Scale	45,781	47,612	49,516	51,497
Grade 1				
1st year of service	46,320	48,173	50,100	52,104
Thereafter	47,682	49,589	51,573	53,636
Grade 2				
1st year of service	49,012	50,972	53,011	55,131
Thereafter	50,356	52,370	54,465	56,644
Grade 3				
1st year of service	51,784	53,855	56,009	58,249
Thereafter	53,344	55,478	57,697	60,005
Grade 4				
1st year of service	55,010	57,210	59,498	61,878
Thereafter	56,701	58,969	61,328	63,781
Grade 5				
1st year of service	61,128	63,573	66,116	68,761
Thereafter	63,056	65,578	68,201	70,929
Grade 6				
1st year of service	65,527	68,148	70,874	73,709
Thereafter	67,448	70,146	72,952	75,870
Grade 7				
1st year of service	69,468	72,247	75,137	78,142
Thereafter	71,546	74,408	77,384	80,479

Grade 8				
1st year of service	74,527	77,508	80,608	83,832
Thereafter	76,896	79,972	83,171	86,498
Grade 9				
1st year of service	79,188	82,356	85,650	89,076
Thereafter	81,414	84,671	88,058	91,580
Grade 10				
1st year of service	84,738	88,128	91,653	95,319
Thereafter	87,263	90,754	94,384	98,159
Grade 11				
1st year of service	91,589	95,253	99,063	103,026
Thereafter	95,472	99,291	103,263	107,394
Grade 12				
1st year of service	101,454	105,512	109,732	114,121
Thereafter	105,923	110,160	114,566	119,149
Bar Manager, Police Academy				
1st year of service	45,967	47,806	49,718	51,707
Thereafter	46,807	48,679	50,626	52,651
Building Manager (Sydney Police Centre)				
1st year of service	58,341	60,675	63,102	65,626
2nd year of service	58,925	61,282	63,733	66,282
PT Building Manager Allowance	1,066	1,109	1,153	1,199
Clerical Officer - translated to Administrative and Clerical Clerks classification - see Table 2 of this award				
Clinical Pharmacologist	114,995	119,595	124,379	129,354
Computer Systems Officer (CSO)				
CSO Level 1 - Non Graduate				
Year 1A	27,055	28,137	29,262	30,432
Year 1B	32,723	34,032	35,393	36,809
Year 1C	35,266	36,677	38,144	39,670
Year 1D	36,229	37,678	39,185	40,752
Year 1E	37,762	39,272	40,843	42,477
Year 1F	38,448	39,986	41,585	43,248
Year 2	40,857	42,491	44,191	45,959
Year 3	47,682	49,589	51,573	53,636
Year 4	50,356	52,370	54,465	56,644
CSO Level 1 - Graduate				
Year 1A (Any degree)	40,857	42,491	44,191	45,959
Year 1B (Degree - Computer Sciences)	42,338	44,032	45,793	47,625
Year 2	56,701	58,969	61,328	63,781
Year 3	63,056	65,578	68,201	70,929
CSO Level 2				
Year 1	53,344	55,478	57,697	60,005
Year 2	56,701	58,969	61,328	63,781
Year 3	63,056	65,578	68,201	70,929
CSO Level 3				
Year 1	65,527	68,148	70,874	73,709
Year 2	67,448	70,146	72,952	75,870
Year 3	69,468	72,247	75,137	78,142
Year 4	71,546	74,408	77,384	80,479
Year 5	74,527	77,508	80,608	83,832
Year 6	76,896	79,972	83,171	86,498

CSO Level 4				
Year 1	79,188	82,356	85,650	89,076
Year 2	81,414	84,671	88,058	91,580
Year 3	84,738	88,128	91,653	95,319
Year 4	87,263	90,754	94,384	98,159
CSO Level 5				
Year 1	91,589	95,253	99,063	103,026
Year 2	95,472	99,291	103,263	107,394
CSO Level 6				
Year 1	101,454	105,512	109,732	114,121
Year 2	105,923	110,160	114,566	119,149
Departmental Professional Officer				
Grade I -				
1st year of service	46,320	48,173	50,100	52,104
2nd year of service	48,143	50,069	52,072	54,155
3rd year of service	50,829	52,862	54,976	57,175
4th year of service	54,480	56,659	58,925	61,282
5th year of service	58,341	60,675	63,102	65,626
6th year of service and thereafter	61,801	64,273	66,844	69,518
Grade II -				
1st year of service	64,827	67,420	70,117	72,922
2nd year of service	66,749	69,419	72,196	75,084
3rd year of service	68,784	71,535	74,396	77,372
4th year of service and thereafter	71,546	74,408	77,384	80,479
Grade III -				
1st year of service	74,527	77,508	80,608	83,832
2nd year of service	76,896	79,972	83,171	86,498
3rd year of service	78,427	81,564	84,827	88,220
4th year of service and thereafter	81,414	84,671	88,058	91,580
Grade IV -				
1st year of service	84,738	88,128	91,653	95,319
2nd year of service and thereafter	86,419	89,876	93,471	97,210
Grade V -				
1st year of service	89,810	93,402	97,138	101,024
2nd year of service and thereafter	91,589	95,253	99,063	103,026
Grade VI -				
1st year of service	94,443	98,221	102,150	106,236
2nd year of service and thereafter	96,293	100,145	104,151	108,317
1st year of service	99,269	103,240	107,370	111,665
2nd year of service and thereafter	101,454	105,512	109,732	114,121
Grade VIII -				
1st year of service	104,754	108,944	113,302	117,834
2nd year of service and thereafter	105,923	110,160	114,566	119,149
Director of Music (Police Band)				
1st year	63,506	65,578	68,201	70,929
2nd year	64,827	67,420	70,117	72,922
3rd year	66,749	69,419	72,196	75,084
4th year	68,784	71,535	74,396	77,372
5th year and thereafter	70,862	73,696	76,644	79,170
Loading				
1st year	6,306	6,558	6,820	7,093
2nd year	6,482	6,741	7,011	7,291
3rd year	6,675	6,942	7,220	7,509
4th year	6,879	7,154	7,440	7,738
5th year and thereafter	7,087	7,370	7,665	7,972
Car Drivers				
Driver/General Assistant	41,189	42,837	44,550	46,332
Departmental - Driver/Assistant	43,543	45,285	47,096	48,980

Police Executive Driver/Assistant				
1st year and thereafter	43,519	45,260	47,070	48,953
All incidence of employment allowance	40,270	41,881	43,556	45,298
Clothing Allowance \$600 per annum				
Driving Instructor				
1st year	57,177	59,402	61,778	64,249
2nd year	57,772	60,083	62,486	64,985
3rd year and thereafter	59,428	61,805	64,277	66,848
Engineer				
Grade I Diplomat Experience Since Qualifying				
In first year	46,320	48,173	50,100	52,104
After one year	48,143	50,069	52,072	54,155
After two years	50,829	52,862	54,976	57,175
After three years	54,480	56,659	58,925	61,282
After four years	58,341	60,675	63,102	65,626
After five years	61,801	64,273	66,844	69,518
Grade I Graduate Experience Since Qualifying				
In first year	48,143	50,069	52,072	54,155
After one year	50,829	52,862	54,976	57,175
After two years	54,480	56,659	58,925	61,282
After three years	58,341	60,675	63,102	65,626
After four years	61,801	64,273	66,844	69,518
Grade II				
1st year of service	65,527	68,148	70,874	73,709
2nd year of service	68,051	70,773	73,604	76,548
3rd year of service	70,167	72,974	75,893	78,929
4th year of service and thereafter	72,208	75,096	78,100	81,224
Grade III				
1st year of service	76,064	79,107	82,271	85,562
2nd year of service	78,427	81,564	84,827	88,220
3rd year of service	81,414	84,671	88,058	91,580
4th year of service and thereafter	83,906	87,262	90,752	94,382
Grade IV				
1st year of service	88,113	91,638	95,304	99,116
2nd year of service	90,699	94,327	98,100	102,024
3rd year of service and thereafter	92,500	96,200	100,048	104,050
Grade V				
1st year of service	96,293	100,145	104,151	108,317
2nd year of service and thereafter	98,190	102,118	106,203	110,451
Grade VI				
1st year of service	100,364	104,379	108,554	112,896
2nd year of service and thereafter	102,516	106,617	110,882	115,317
General Assistant (NSW Police Academy)				
1st year	35,925	37,362	38,856	40,410
2nd year	36,229	37,678	39,185	40,752
3rd year	36,915	38,392	39,928	41,525
4th year	37,762	39,272	40,843	42,477
5th year and thereafter	38,448	39,986	41,585	43,248
Groom, Mounted Police				
1st year	34,401	35,777	37,208	38,696
2nd year and there after	35,613	37,038	38,520	40,061

Imaging Technician				
1st year	51,784	53,855	56,009	58,249
2nd year	53,344	55,478	57,697	60,005
3rd year	55,010	57,210	59,498	61,878
4th year and thereafter	56,701	58,969	61,328	63,781
Interpreters and Translators				
Interpreter/Translator	50,829	52,862	54,976	57,175
Year 1	54,480	56,659	58,925	61,282
Year 2	58,341	60,675	63,102	65,626
Year 3	61,801	64,273	66,844	69,518
Year 4	64,827	67,420	70,117	72,922
Year 5				
Senior Interpreter/Translator				
Year 1	66,749	69,419	72,196	75,084
Year 2	68,784	71,535	74,396	77,372
Year 3	71,546	74,408	77,384	80,479
Legal Officers				
Grade I				
1st year of service	48,518	50,459	52,477	54,576
2nd year of service	50,356	52,370	54,465	56,644
3rd year of service	51,784	53,855	56,009	58,249
4th year of service	53,344	55,478	57,697	60,005
5th year of service	55,472	57,691	59,999	62,399
Grade II				
1st year of service	60,041	62,443	64,941	67,539
2nd year of service	63,056	65,578	68,201	70,929
3rd year of service	66,749	69,419	72,196	75,084
4th year of service	70,167	72,974	75,893	78,929
5th year of service	72,966	75,885	78,920	82,077
Grade III				
1st year of service	76,896	79,972	83,171	86,498
2nd year of service	79,188	82,356	85,650	89,076
3rd year of service	82,244	85,534	88,955	92,513
Grade IV				
1st year of service	88,113	91,638	95,304	99,116
2nd year of service	89,810	93,402	97,138	101,024
Grade V				
1st year of service	94,443	98,221	102,150	106,236
2nd year of service	96,293	100,145	104,151	108,317
Grade VI				
1st year of service	101,454	105,512	109,732	114,121
2nd year of service	103,591	107,735	112,044	116,526
Librarians and Archivists				
Grade 1				
Year 1	46,320	48,173	50,100	52,104
Year 2	49,012	50,972	53,011	55,131
Year 3	51,784	53,855	56,009	58,249
Year 4	55,010	57,210	59,498	61,878
Year 5	57,772	60,083	62,486	64,985
Year 6	60,518	62,939	65,457	68,075
Grade 2				
Year 1	63,056	65,578	68,201	70,929
Year 2	65,527	68,148	70,874	73,709
Year 3	68,784	71,535	74,396	77,372
Year 4	71,546	74,408	77,384	80,479

Grade 3				
Year 1	75,308	78,320	81,453	84,711
Year 2	77,634	80,739	83,969	87,328
Year 3	80,683	83,910	87,266	90,757
Year 4	83,906	87,262	90,752	94,382
Grade 4				
Year 1	86,419	89,876	93,471	97,210
Year 2	88,962	92,520	96,221	100,070
Year 3	91,589	95,253	99,063	103,026
Year 4	94,443	98,221	102,150	106,236
Grade 5				
Year 1	97,109	100,993	105,033	109,234
Year 2	100,364	104,379	108,554	112,896
Year 3	103,591	107,735	112,044	116,526
Year 4	107,105	111,389	115,845	120,479
Library Assistant				
Year 1	36,229	37,678	39,185	40,752
Year 2	38,448	39,986	41,585	43,248
Year 3	40,857	42,491	44,191	45,959
Year 4	43,903	45,659	47,485	49,384
Year 5	45,524	47,345	49,239	51,209
Library Technician				
Grade 1				
Year 1	46,320	48,173	50,100	52,104
Year 2	49,012	50,972	53,011	55,131
Year 3	51,784	53,855	56,009	58,249
Year 4	55,010	57,210	59,498	61,878
Grade 2				
Year 1	61,128	63,573	66,116	68,761
Year 2	63,056	65,578	68,201	70,929
Year 3	65,527	68,148	70,874	73,709
Year 4	68,784	71,535	74,396	77,372
Maintenance Attendant, Police Academy	36,915	38,392	39,928	41,525
Maintenance Officer Trades	55,010	57,210	59,498	61,878
Manager Trades				
1st year	76,896	79,972	83,171	86,498
2nd year and there after	77,634	80,739	83,969	87,328
On call Allowance (per hour)	0.73 p/h	0.76 p/h	0.79 p/h	0.82 p/h
Assistant Manager Trades				
1st year	63,056	65,578	68,201	70,929
2nd year and there after	64,250	66,820	69,493	72,273
On call Allowance	0.73 p/h	0.76 p/h	0.79 p/h	0.82 p/h
Pathology Exhibit Courier	42,338	44,032	45,793	47,625
Photogrammetrist				
General Scale				
1st year	27,055	28,137	29,262	30,432
2nd year	32,723	34,032	35,393	36,809
3rd year	35,266	36,677	38,144	39,670
4th year	36,229	37,678	39,185	40,752
5th year	37,762	39,272	40,843	42,477
6th year	38,448	39,986	41,585	43,248
7th year	39,400	40,976	42,615	44,320
8th year	40,857	42,491	44,191	45,959
9th year	42,338	44,032	45,793	47,625
10th year	43,903	45,659	47,485	49,384
11th year	46,320	48,173	50,100	52,104
12th year	47,682	49,589	51,573	53,636

13th year	49,012	50,972	53,011	55,131
14th year	50,356	52,370	54,465	56,644
Officer with HSC aged 19 and over paid not less than	30,656	31,882	33,157	34,483
Class 1				
1st year	51,784	53,855	56,009	58,249
2nd year	53,344	55,478	57,697	60,005
3rd year	55,010	57,210	59,498	61,878
4th year	56,701	58,969	61,328	63,781
Class 2				
1st year	61,128	63,573	66,116	68,761
2nd year	63,056	65,578	68,201	70,929
Class 3				
1st year	65,527	68,148	70,874	73,709
2nd year	67,448	70,146	72,952	75,870
Class 4				
1st year	69,468	72,247	75,137	78,142
2nd year	71,546	74,408	77,384	80,479
Class 5				
1st year	74,527	77,508	80,608	83,832
2nd year	76,896	79,972	83,171	86,498
Class 6				
1st year	79,188	82,356	85,650	89,076
2nd year	81,414	84,671	88,058	91,580
Class 7				
1st year	84,738	88,128	91,653	95,319
2nd year	87,263	90,754	94,384	98,159
Public Relations Officer				
Assistant Publicity Officers				
1st year of service	52,324	54,417	56,594	58,858
2nd year of service	53,847	56,001	58,241	60,571
Publicity Officers				
1st year of service	57,772	60,083	62,486	64,985
2nd year of service	59,428	61,805	64,277	66,848
3rd year of service and thereafter	60,518	62,939	65,457	68,075
Public Relations Officer				
Grade II				
1st year of service	68,784	71,535	74,396	77,372
2nd year of service	70,167	72,974	75,893	78,929
3rd year of service and thereafter	71,546	74,408	77,384	80,479
Grade I				
1st year of service	80,683	83,910	87,266	90,757
2nd year of service	82,244	85,534	88,955	92,513
3rd year of service and thereafter	83,906	87,262	90,752	94,382
Allowance in lieu of overtime (per annum)	10,182	10,589	11,013	11,454
Radio Technician,				
1st year of service	46,807	48,679	50,626	52,651
2nd year of service	47,196	49,084	51,047	53,089
3rd year of service and thereafter	48,143	50,069	52,072	54,155

Radio Technician, Senior				
1st year of service	51,277	53,328	55,461	57,679
2nd year of service and thereafter	51,784	53,855	56,009	58,249
Scientific Officer				
Grade I				
1st year of service	46,320	48,173	50,100	52,104
2nd year of service	48,143	50,069	52,072	54,155
3rd year of service	50,829	52,862	54,976	57,175
4th year of service	54,480	56,659	58,925	61,282
5th year of service	58,341	60,675	63,102	65,626
6th year of service and thereafter	61,801	64,273	66,844	69,518
Grade II				
1st year of service	64,827	67,420	70,177	72,922
2nd year of service	66,749	69,419	72,196	75,084
3rd year of service	68,784	71,535	74,396	77,372
4th year of service and thereafter	71,546	74,408	77,384	80,479
Grade III				
1st year of service	74,527	77,508	80,608	83,832
2nd year of service	76,896	79,972	83,171	86,498
3rd year of service and thereafter	78,427	81,564	84,827	88,220
Grade IV				
1st year of service	82,244	85,534	88,955	92,513
2nd year of service	84,738	88,128	91,653	95,319
3rd year of service and thereafter	86,419	89,876	93,471	97,210
Grade V				
1st year of service	89,810	93,402	97,138	101,024
2nd year of service and thereafter	92,500	96,200	100,048	104,050
Grade VI				
1st year of service	95,472	99,291	103,263	107,394
2nd year of service	98,190	102,118	106,203	110,451
Senior Basement Attendant, Police Headquarters				
1st year of service	39,807	41,399	43,055	44,777
2nd year of service	40,466	42,085	43,768	45,519
3rd year of service	40,857	42,491	44,191	45,959
4th year of service and thereafter	41,575	43,238	44,968	46,767
Senior Officers				
Grade 1				
Year 1	118,519	123,260	128,190	133,318
Year 2	127,708	132,816	138,129	143,654
Grade 2				
Year 1	129,868	135,063	140,466	146,085
Year 2	139,025	144,586	150,369	156,384
Grade 3				
Year 1	143,678	149,425	155,402	161,618
Year 2	157,716	164,025	170,586	177,409
Stenographers and Machine Operators (Present Occupants Only)				
1st year (up to 17 years)	20,095	20,899	21,735	22,604
2nd year (or 17 years)	23,852	24,806	25,798	26,830
3rd year (or 18 years)	27,055	28,137	29,262	30,432
4th year (or 19 years)	30,656	31,882	33,157	34,483
5th year (or 20 years)	32,424	33,721	35,070	36,473
6th year (or 21 years)	35,925	37,362	38,856	40,410
7th year	36,915	38,392	39,928	41,525
8th year	38,134	39,659	41,245	42,895
9th year	41,189	42,837	44,550	46,332

10th year	41,912	43,588	45,332	47,145
11th year	43,099	44,823	46,616	48,481
12th year	43,903	45,659	47,485	49,384
Grade 1 -				
1st year	46,320	48,173	50,100	52,104
2nd year	47,682	49,589	51,573	53,636
Grade 2 -				
1st year	49,012	50,972	53,011	55,131
2nd year	50,356	52,370	54,465	56,644
Grade 3 -				
1st year	51,784	53,855	56,009	58,249
2nd year	53,344	55,478	57,697	60,005
Storeman Attendant	35,266	36,677	38,144	39,670
Stores Officers				
Grade 1				
1st year of service	40,466	42,085	43,768	45,519
2nd year of service and thereafter	41,189	42,837	44,550	46,332
Grade 2				
1st year of service	41,575	43,238	44,968	46,767
2nd year of service and thereafter	41,912	43,588	45,332	47,145
Grade 3				
1st year of service	42,338	44,032	45,793	47,625
2nd year of service and thereafter	42,743	44,453	46,231	48,080
Grade 4				
1st year of service	43,543	45,285	47,096	48,980
2nd year of service	44,396	46,172	48,019	49,940
3rd year of service and thereafter	44,396	46,172	48,019	49,940
Technical Officer				
Grade 1				
1st year of service	47,196	49,084	51,047	53,089
2nd year of service	48,518	50,459	52,477	54,576
3rd year of service	49,863	51,858	53,932	56,089
4th year of service	50,829	52,862	54,976	57,175
5th year of service	52,324	54,417	56,594	58,858
Grade 2				
1st year of service	55,010	57,210	59,498	61,878
2nd year of service	56,128	58,373	60,708	63,136
3rd year of service	57,117	59,402	61,778	64,249
4th year of service	58,341	60,675	63,102	65,626
Grade 3				
1st year of service and thereafter	62,330	64,823	67,416	70,113
Senior Technical Officer				
Grade 1				
1st year of service	61,128	63,573	66,116	68,761
2nd year of service	62,330	64,823	67,416	70,113
3rd year of service	64,250	66,820	69,493	72,273
Grade 2				
1st year of service	66,166	68,813	71,566	74,429
2nd year of service	68,051	70,773	73,604	76,548
Grade 3				
	70,862	73,696	76,644	79,710
Technical Officer, Maintenance Services	64,827	67,420	70,117	72,922
Technician				
Class 1				
1st year of service	43,903	45,659	47,485	49,384
2nd year of service	45,188	46,996	48,876	50,831
Class 2				
1st year of service	47,682	49,589	51,573	53,636
2nd year of service	49,012	50,972	53,011	55,131

Class 3				
1st year of service	51,784	53,855	56,009	58,249
2nd year of service	52,810	54,922	57,119	59,404
Class 4				
1st year of service	53,847	56,001	58,241	60,571
2nd year of service	54,480	56,659	58,925	61,282
Transport Officer	44,396	46,172	48,019	49,940
Transport Officer, Mechanical				
Year 1	51,784	53,855	56,009	58,249
Year 2	52,324	54,417	56,594	58,858
Year 3	52,810	54,922	57,119	59,404
Year 4	53,344	55,478	57,697	60,005
Uniform Fitter and Advisory Officer	42,743	44,453	46,231	48,080

Table 2 - Translation Table for Clerical Officer Classification

Clerical Officer classification has been translated to the Administrative and Clerical Clerks General Scale and Grades from 1 January 2009

Classification & Grades	1.7.07 Per annum \$	1.7.08 Per annum +4% \$	Administrative and clerical officer classification on translation effective from 1/1/09	From 1/1/09 Per annum \$
Grade 1				
Group A				
1st year of service under 17	18,832	19,585	Clerks General Scale step 1	23,326
2nd year of service or 17	22,429	23,326	Clerks General Scale step 1	23,326
3rd year of service or 18	25,452	26,470	Clerks General Scale step 2	26,470
4th year of service or 19	30,656	31,882	Clerks General Scale step 4	31,882
5th year of service or 20	32,723	34,032	Clerks General Scale step 5	34,032
6th year of service	35,266	36,677	Clerks General Scale step 6	36,677
7th year of service	36,229	37,678	Clerks General Scale step 7	37,678
8th year of service	37,762	39,272	Clerks General Scale step 8	39,272
9th year of service	38,448	39,986	Clerks General Scale step 9	39,986
10th year of service	39,400	40,976	Clerks General Scale step 10	40,976
Group B				
1st year of service under 17	20,095	20,899	Clerks General Scale step 1	23,326
2nd year of service or 17	22,429	23,326	Clerks General Scale step 1	23,326
3rd year of service or 18	25,452	26,470	Clerks General Scale step 3	28,137
4th year of service or 19	30,656	31,882	Clerks General Scale step 4	31,882
5th year of service or 20	32,723	34,032	Clerks General Scale step 5	34,032
6th year of service	35,266	36,677	Clerks General Scale step 6	36,677
7th year of service	36,229	37,678	Clerks General Scale step 7	37,678
8th year of service	37,762	39,272	Clerks General Scale step 8	39,272
9th year of service	38,448	39,986	Clerks General Scale step 9	39,986
10th year of service	39,400	40,976	Clerks General Scale step 10	40,976
Minimum rate at 21	35,266	36,677	Clerks General Scale step 6	36,677
Grade 1/2				
Group C				
1st year of service under 17	21,154	22,000	Clerks General Scale step 1	23,326
2nd year of service or 17	25,452	26,470	Clerks General Scale step 2	26,470
3rd year of service or 18	30,656	31,882	Clerks General Scale step 4	31,882
4th year of service or 19	32,723	34,032	Clerks General Scale step 5	34,032

5th year of service or 20	35,266	36,677	Clerks General Scale step 6	36,677
6th year of service	36,229	37,678	Clerks General Scale step 7	37,678
7th year of service	37,762	39,272	Clerks General Scale step 8	39,272
8th year of service	38,448	39,986	Clerks General Scale step 9	39,986
9th year of service	39,400	40,976	Clerks General Scale step 10	40,976
10th year of service	40,857	42,491	Clerks General Scale step 11	42,491
11th year of service	42,338	44,032	Clerks General Scale step 12	44,032
12th year of service	43,903	45,659	Clerks General Scale step 13	45,659
Group D only				
1st year of service or 17	30,656	31,882	Clerks General Scale step 4	31,882
2nd year of service or 17	32,723	34,032	Clerks General Scale step 5	34,032
3rd year of service or 18	35,266	36,677	Clerks General Scale step 6	36,677
4th year of service or 19	36,229	37,678	Clerks General Scale step 7	37,678
5th year of service or 20	37,762	39,272	Clerks General Scale step 8	39,272
6th year of service	38,448	39,986	Clerks General Scale step 9	39,986
7th year of service	39,400	40,976	Clerks General Scale step 10	40,976
8th year of service	40,857	42,491	Clerks General Scale step 11	42,491
9th year of service	42,338	44,032	Clerks General Scale step 12	44,032
10th year of service	43,903	45,659	Clerks General Scale step 13	45,659
*Minimum rate for HSC at 19 years of age	30,656	31,882	Clerks General Scale step 4	31,882
Minimum rate at 21	36,229	37,678	Clerks General Scale step 7	37,678
Grade 3				
1st year of service	46,320	48,173	Clerk Grade 1 1 st year of service	48,173
2nd year of service	47,682	49,589	Clerk grade 1 thereafter	49,589
Grade 3/4				
1st year of service	46,320	48,173	Clerk Grade 1 1 st year of service	48,173
2nd year of service	47,682	49,589	Clerk grade 1 thereafter	49,589
3rd year of service	49,012	50,972	Clerk Grade 2 1 st year of service	50,972
4th year of service	50,356	52,370	Clerk grade 2 thereafter	52,370
Grade 4				
1st year of service	49,012	50,972	Clerk Grade 2 1 st year of service	50,972
2nd year of service	50,356	52,370	Clerk grade 2 thereafter	52,370
Grade 5				
1st year of service	51,784	53,855	Clerk Grade 3 1 st year of service	53,855
2nd year of service	53,344	55,478	Clerk grade 3 thereafter	55,478
Grade 6				
1st year of service	55,010	57,210	Clerk Grade 4 1 st year of service	57,210
2nd year of service	56,701	58,969	Clerk grade 4 thereafter	58,969
Grade 7				
1st year of service	61,128	63,573	Clerk Grade 5 1 st year of service	63,573
2nd year of service	63,056	65,578	Clerk grade 5 thereafter	65,578
Grade 8				
1st year of service	65,527	68,148	Clerk Grade 6 1 st year of service	68,148
2nd year of service	67,448	70,146	Clerk grade 6 thereafter	70,146

E. A. R. BISHOP, Commissioner

CROWN EMPLOYEES (NSW POLICE FORCE ADMINISTRATIVE OFFICERS AND TEMPORARY EMPLOYEES CONDITIONS OF EMPLOYMENT) AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Commissioner of Police.

(No. IRC 2427 of 2008)

Before Commissioner Bishop

10 March 2009

VARIATION

1. Delete the title "Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2006" of the award published 1 December 2006 (361 I.G. 977) and insert in lieu thereof the following:

CROWN EMPLOYEES (NSW POLICE FORCE ADMINISTRATIVE OFFICERS AND TEMPORARY EMPLOYEES CONDITIONS OF EMPLOYMENT) AWARD 2008

2. In clause 1, Arrangement delete clause 25, Travelling Compensation - General and insert in lieu thereof the following:

25. Travelling Compensation

3. In clause 1, delete clause 29, Travelling Allowances when staying in Non Government Accommodation, and clause 30, Travelling Allowances when Staying in Government Accommodation and insert in lieu thereof the following:

29. (Deleted)

30. (Deleted)

4. In clause 1, delete clause 79, Sick Leave - Requirements for Medical Certificate, and insert in lieu thereof the following:

79. Sick Leave - Requirements for Evidence of Illness

5. Delete "NSW Police" and insert "NSW Police Force" wherever appearing in the award.

6. Delete "the Service" and insert "NSW Police Force" wherever appearing in the award.

7. Delete "the Department Head" and insert "the Commissioner" wherever appearing in the award.

8. Delete "PEO" and insert "DPE" wherever appearing in the award.

9. In clause 3 Definitions, delete the following definitions:

Government accommodation

Use of Private Motor Vehicle - Casual Rate

Use of Private Motor Vehicle - Official Business Rate

10. Insert in clause 3, the following new definition:

Director of Public Employment or DPE means the position of Director of Public Employment established under Chapter 6 of the *Public Sector Employment and Management Act 2002*.

11. In clause 3, delete the definition "Ordinary hourly rate of pay" and insert in lieu thereof the following:

Ordinary hourly rate of pay means the hourly equivalent of the annual rate of pay of the classification as set out in the Crown Employees (NSW Police Force Administrative Officers and Temporary Employees - Salaries 2008) Award.

12. Delete clause 10, Local Arrangement and insert in lieu thereof the following:

10. Local Arrangements

- (i) Local arrangements may be negotiated between the Commissioner and the Association in respect of the whole of NSW Police Force or part of NSW Police Force in relation to any matter contained in the award.
- (ii) All local arrangements negotiated between the Commissioner and the Association must be:
- (a) approved in writing by the Commissioner, and
 - (b) approved in writing by the General Secretary of the Association, and
 - (c) contained in a formal document, such as a co-lateral agreement, a memorandum of understanding, an award, an enterprise agreement or other industrial agreement, and
 - (d) include a clause allowing either party to terminate the arrangement by giving 12 months' notice.
- (iii) Subject to the provisions of subclause (ii) of this clause, nothing in this clause shall prevent the negotiation of local arrangements between the Commissioner and the Association in respect of the provisions contained in clause 23. Flexible Work Practices of this award, where the conditions of employment of any group are such that the application of the standard flex time provisions would not be practicable. Where such local arrangements do not include provisions in relation to core time, settlement periods, contract hours, flex credit, flex debit, or flex leave, the relevant provisions of clause 20. Flexible Working Hours of this award shall apply.
- (iv) Attendance and the accrual of flexible working hours credit - A staff member may only work outside the hours of a standard day but within the bandwidth and accrue hours toward a flexible working hours credit if the work is available to be performed.
- (v) Where a staff member has accrued 8 weeks recreation leave, unless otherwise authorised by their manager, flex leave can only be taken where recreation leave has been applied for and approved. If, however, recreation leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.

13. Delete the title clause 25, Travelling Compensation - General and insert in lieu thereof the following:

25. Travelling Compensation

14. Insert after subclause (d) of clause 25, Travelling Compensation the following new subclauses:

- (e) The NSW Police Force will elect whether to pay the accommodation directly or whether a staff member should pay the accommodation and be reimbursed in accordance with this clause. Where practicable, staff members shall obtain prior approval when making their own arrangements for overnight accommodation.
- (f) Subject to subclause (n), a staff member who is required by the Commissioner to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the staff member's residence in order to perform the work.

- (g) If meals are provided by the Government at the temporary work location, the staff member shall not be entitled to claim the meal allowance.
 - (h) For the first 35 days, the payment shall be either:
 - (1) where the NSW Police Force elects to pay the accommodation provider the staff member shall receive the appropriate meal allowance in accordance with Item 1 of Table 1 - Allowances of Part B Monetary Rates and incidentals as set out in Item 2 of Table 1 - Allowances of Part B Monetary Rates, and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
 - (2) where the NSW Police Force elects not to pay the accommodation provider the staff member shall receive the appropriate rate of allowance specified in Item 2 of Table 1 - Allowances of Part B Monetary Rates for every period of 24 hours absence by the staff member from their residence, and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
 - (3) in lieu of (2) above, the staff member electing to be paid actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 1 - Allowances of Part B Monetary Rates.
 - (i) Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies the Commissioner that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.
 - (j) Where a staff member is unable to so satisfy the Commissioner, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
 - (k) After the first 35 days - If a staff member is required by the Commissioner to work in the same temporary work location for more than 35 days, such staff member shall be paid the appropriate rate of allowance as specified in Item 2 of Table 1 - Allowances of Part B Monetary Rates.
 - (l) Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause (k) of this clause, the NSW Police Force could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by a staff member working from a temporary work location.
 - (m) The return of a staff member to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.
 - (n) This clause does not apply to staff members who are on an employee-initiated secondment in accordance with section 95 and or 95A of the Act.
15. Delete subclause (a) in clause 26 Excess Travelling Time, and insert in lieu thereof the following:
- (a) Excess Travelling Time - A staff member directed by the Commissioner to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Commissioner's discretion, be compensated for such time either by:
 - (1) Payment calculated in accordance with the provisions contained in this clause; or
 - (2) If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the staff member's manager.
16. Renumber paragraphs (8) and (9) of subclause (c) of clause 26, to read as paragraphs (9) and (10).

17. Insert a new paragraph (8) in subclause (c) of clause 26.
 - (8) Time within the flex time bandwidth
18. Delete clause 29, Travelling Allowances When Staying in Non-Government Accommodation and insert in lieu thereof the following:
 29. (Deleted)
19. Delete clause 30 Travelling Allowances when staying in Government Accommodation and insert in lieu thereof the following:
 30. (Deleted)
20. In subclauses (a) and (b) of clause 31, Restrictions on Payment of Travelling Allowances, delete the references to "clause 29, Travelling Allowances when Staying in Non Government Accommodation or clause 30, Travelling Allowances when Staying in Government Accommodation", and insert in lieu thereof the following:
 25. Travelling Compensation
21. In subclause (c) of clause 35, Camping Allowance, delete the reference to clauses 29, and 30 and insert in lieu thereof the following:
 25. Travelling Compensation
22. In subclause (b) of clause 36, Composite Allowance, delete the reference to "under clauses 29, 30, or 35", and insert in lieu thereof "under clauses 25 or 35".
23. In subclause (e) of clause 36, delete the reference to clause 30, Travelling Allowances when staying in Government Accommodation, and insert in lieu thereof the following:
 25. Travelling Compensation
24. Delete subclause (b) and subclause (h) of clause 37, Allowance Payable for Use of Private Motor Vehicle, and renumber existing subclause (c) to read as subclause (b).
25. Insert a new subclause (c) in clause 37:
 - (c) Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.
 - (1) The casual rate is payable if a staff member elects, with the approval of the Commissioner, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
 - (2) The official business rate is payable if a staff member is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the staff member is unable to use other transport due to a disability. The official business rate includes a component to compensate a staff member for owning and maintaining the vehicle.
26. Delete subclause (d) of clause 51, First Aid Allowance and insert in lieu thereof the following:
 - (d) The First Aid Allowance shall not be paid during extended leave or any other continuous period of leave which exceeds one week.

27. Delete paragraphs (1) to (4) in subclause (a) of clause 52, Review of Allowances Payable in Terms of This Award, and insert in lieu thereof the following:
- (1) Clause 25. Travelling Compensation
 - (2) Clause 28. Meal Expenses on One Day journeys
 - (3) Clause 37. Allowance Payable for Use of Private Motor Vehicle
 - (4) Clause 93. Overtime meal allowances
28. Delete paragraph (3) of subclause (b) of clause 52, and renumber the existing paragraphs (3) to (8).
29. Delete subclause (f) of clause 70, Parental Leave and insert in lieu thereof the following:
- (f) A staff member who commences a subsequent period of maternity or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- (1) at the rate they were paid before commencing the initial leave if they have not returned to work; or
 - (2) at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
 - (3) at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
30. Delete subclause (a) of clause 72, Family and Community Service Leave, and insert in lieu thereof the following:
- (a) The Commissioner shall grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies in subclause (b). The Commissioner may also grant leave for the purposes in subclause (c). Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
31. Delete subclause (b) of clause 72, and insert in lieu thereof the following:
- (b) Such unplanned and emergency situations may include, but not be limited to, the following:
32. Delete paragraph (4) of subclause (b) of clause 72, and insert in lieu thereof the following:
- (4) Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
33. Delete paragraphs (6) and (7) of subclause (b) of clause 72.
34. Delete subclauses (c) and (d) of clause 72, and insert in lieu thereof the following:
- (c) Family and community service leave may also be granted for:
- (1) An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - (2) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.

- (d) The definition of "family or "relative" in this clause is the same as that provided in subclause 80(c)(2) of this award.
35. Insert new subclause (e) in clause 72, and renumber following subclauses as (f) to (i):
- (e) Family and community service leave shall accrue as follows:
- (1) 2 ½ days in the staff member's first year of service;
 - (2) 2 ½ days in the staff member's second year of service; and
 - (3) one day per year thereafter.
36. Insert after subclause (g) of clause 73, Leave Without Pay the following new subclauses:
- (h) A permanent appointment may be made to the staff member's position if:
- (1) the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - (2) the staff member is advised of the Commissioner's proposal to permanently backfill their position; and
 - (3) the staff member is given a reasonable opportunity to end the leave without pay and return to their position; and
 - (4) the Commissioner advised the staff member at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- (i) The position cannot be filled permanently unless the above criteria are satisfied.
- (j) The staff member does not cease to be employed by the NSW Police Force if their position is permanently backfilled.
- (k) Subclause (h) above does not apply to full-time unpaid parental leave granted in accordance with paragraph (h)(i) of clause 70. Parental Leave or to military leave.
37. Delete subclause (c) of clause 74, Military Service and insert in lieu thereof the following:
- (c) Up to 24 working days military leave per financial year may be granted by the Commissioner to members of the Naval and Military Reserve and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause (a) of this clause.
38. Insert after paragraph (4) of subclause (b) of clause 76, Recreation Leave, the following new paragraph:
- (5) A staff member must take their recreation leave to reduce all balance below 8 weeks, and the NSW Police Force must cooperate in this process. The NSW Police Force may direct a staff member with more than 8 weeks to take their recreation leave so that it is reduced to below 8 weeks by school term one 2010.
39. Insert after subclause (h) of clause 76, the following new subclause:
- (i) A staff member entitled to additional recreation leave under 76(a)(2) Recreation Leave, 86(g)(6), Shiftwork, can elect at any time to cash out the additional recreation leave.
40. Delete subclause (d) of clause 78, Sick Leave and renumber existing subclauses (b) and (c) as subclauses (c) and (d). Renumber existing subclauses (e) and (f) as subclauses (g) and (h).

41. Insert after subclause (a) of clause 78, the following new subclause (b).
- (b) Payment for sick leave is subject to the staff member:
- (1) Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the staff member's starting time as possible; and
 - (2) Providing evidence of illness as soon as practicable if required by clause 79.
42. Insert after subclause (d) of clause 78, the following new subclause (e):
- (e) The Commissioner may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.
43. Insert after subclause (e) of clause 78, the following new subclause (f):
- (f) **Accrued Entitlements.** Any staff member appointed from the date of this award variation (1 January 2009) will commence accruing sick leave in accordance with this clause immediately. Staff members at the time of the award variation (1 January 2009) will accrue sick leave in accordance with this clause from 1 January 2009 onwards.
- (1) At the commencement of employment with the NSW Police Force, a full-time staff member is granted an accrual of 5 days sick leave.
 - (2) After the first four months of employment, the staff member shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
 - (3) After the first year of service, the staff member shall accrue sick leave day to day at the rate of 15 working days per year of service.
 - (4) All continuous service as a staff member in the NSW public service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
 - (5) Notwithstanding the provisions of paragraph (4) of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.
 - (6) Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
 - (7) When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
 - (8) Paid sick leave shall not be granted during a period of unpaid leave.
44. Delete clause 79, Sick Leave - Requirements for Medical Certificate and insert in lieu thereof the following:

79. Sick Leave - Requirements for Evidence of Illness

- (a) A staff member absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Commissioner in respect of the absence.

- (b) In addition to the requirements under subclause 78(b), a staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the Commissioner. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the Commissioner for each occasion absent for the balance of the calendar year.
 - (c) As a general practice backdated medical certificates will not be accepted. However if a staff member provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Commissioner is satisfied that the reason for the absence is genuine.
 - (d) If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Commissioner will advise them in advance.
 - (e) If the Commissioner is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to HealthQuest for advice.
 - (1) The type of leave granted to the staff member will be determined by the Commissioner based on HealthQuest's advice.
 - (2) If sick leave is not granted, the Commissioner will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
 - (f) The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the NSW Police Force.
 - (g) If a staff member who is absent on recreation leave or extended leave, furnishes to the Commissioner a satisfactory medical certificate in respect of an illness which occurred during the leave, the Commissioner may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
 - (1) In respect of recreation leave, the period set out in the medical certificate;
 - (2) In respect of extended leave, the period set out in the medical certificate if such period is 5 working days or more.
 - (h) Subclause (g) of this clause applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.
 - (i) The reference in this clause to evidence of illness shall apply, as appropriate:
 - (1) up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Commissioner's discretion, another registered health services provider,
 - (2) where the absence exceeds one week, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
 - (3) at the Commissioner's discretion, other forms of evidence that satisfy that the staff member had a genuine illness.
45. Delete subclauses (a) and (b) of clause 80, Sick Leave to Care for a Family Member, and insert in lieu thereof the following:

- (a) The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Commissioner may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- (b) If required by the Commissioner to establish the illness of the person concerned, the staff member must provide evidence consistent with subclause 79(f).
46. Delete paragraph (6) of subclause (b) of clause 95, Payment for Overtime or Leave in Lieu, and insert in lieu thereof the following:
- (6) Leave in lieu accrued in respect of overtime worked on a public holiday shall be compensated for and taken in the same manner as other leave in lieu accrued in respect of overtime.
47. Delete clause 101, Leave Reserved, and insert in lieu thereof the following:

101. Leave Reserved

Leave is reserved for the NSW Police Force to make application to the Industrial Relations Commission of New South Wales during the nominal term of this award, to seek the future inclusion of casual employment provisions within this instrument, similar to those provisions applying within the NSW Public Sector.

Leave is also reserved for either party to make application to the Industrial Relations Commission of New South Wales during the nominal term of this award, to seek the future inclusion of terms to give effect to the Memorandum of Understanding between the NSW Government and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (1 July 2008 - 30 June 2011, made on 2nd October 2008 arising out of matter IRC 445 of 2008).

48. Delete subclause (b) of clause 102, Area, Incidence and Duration and insert in lieu thereof the following:
- (b) This award was made on 9 October 2006 and will remain in place for a period of three years. The variations in this award will apply from 1 January 2009.
49. Delete Item 6 of Table 1, Allowances of Part B, Monetary Rates and insert in lieu thereof the following:

6			Cents per kilometre
	37(c)	Use of private motor vehicle Official business	
		Engine capacity-	
		2601cc and over	70.0
		1601cc-2600cc	69.0
		1600cc or less	58.0
	37(c)	Casual rate (40% of official business rate)	
		Engine capacity-	
		2601cc and over	28.0
		1601cc-2600cc	27.6
		1600cc or less	23.2
		Motor cycle allowance (50% of the 1600cc or less official business rate)	29.0
	37(g)	Towing trailer or horse float (13% of the 2601cc and over official business rate)	9.1

50. This variation shall take effect from 1 January 2009.

E. A. R. BISHOP, Commissioner

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(499)

SERIAL C6933

CROWN EMPLOYEES (POLICE MEDICAL OFFICERS - CLINICAL FORENSIC MEDICINE) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Salaried Medical Officers' Federation (New South Wales), Industrial Organisation of Employees.

(No. IRC 1022 of 2008)

Before The Honourable Justice Walton, Vice-President

19 December 2008

VARIATION

1. Delete clause 10, Leave Reserved, of the award published 28 September 2007, (363 I.G.798), and insert in lieu thereof the following:

10. Leave Reserved

- 10.1 Leave is reserved to the parties to apply as they may be advised to vary the definition of Police (Forensic) Medical Officer, Grade 3 as appearing in subclause 3.1 of clause 3, Salaries and Progression, by the insertion of additional qualifications that may be required to satisfy progression requirements to that grade.
- 10.2 Leave is reserved to the parties to apply as they may be advised in respect to the inclusion of provisions relating to continuing medical education for all grades of Police (Forensic) Medical Officer.
2. Delete Table 1 - Salaries of Part B Monetary Rates and insert in lieu thereof the following:

Table 1 - Salaries

Classification	First full pay period on or after 1/7/2008 \$	First full pay period on or after 1/7/2009 \$	First full pay period on or after 1/7/2010 \$
Police (Forensic) Medical Officer, Grade 1 - 4 years, less than 5 years post-graduate experience	96,715	100,584	104,607
5 years, less than 6 years post-graduate experience	101,715	105,784	110,015
Police (Forensic) Medical Officer, Grade 2 - 1st year	111,724	116,193	120,841
2nd year	116,722	121,391	126,247
3rd year and thereafter	121,727	126,596	131,660
Police (Forensic) Medical Officer, Grade 3 - 1st year	131,734	137,003	142,483
2nd year	138,400	143,936	149,693
3rd year and thereafter	145,072	150,875	156,910
Head, Clinical (Forensic) Medicine Section - 1st year	155,075	161,278	167,729
2nd year	158,412	164,748	171,338

3. This variation shall take effect from the first full pay period to commence on or after 1 July 2008.

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

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (PSYCHOLOGISTS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1532 of 2008)

Before Commissioner Bishop

16 February 2009

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

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Classifications
4.	Appointments and Progression
5.	Salaries
6.	Transitional Arrangements
7.	Conditions of Employment
8.	Environmental Allowance
9.	Grievance and Dispute Settling Procedures
10.	Anti Discrimination
11.	Area, Incidence and Duration

PART B

Table 1 - Salary Rates
Table 2 - Environmental Allowance
Table 3 - Commencing Salary and Progression
Table 4 - Special Transitional Arrangements

2. Definitions

"APS" means the Australian Psychological Society.

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

"Department" means a department of the Public Service specified in Column 1 of Schedule 1 of the *Public Sector Employment and Management Act 2002* or NSW Police by whom the employee is directly engaged.

"Department Head" means a Department Head specified in Column 2 of Schedule 1 of the *Public Sector Employment and Management Act 2002* or the Commissioner of Police.

"Employee" means a person employed in accordance with the *Public Sector Employment and Management Act 2002* by a Department or by NSW Police pursuant to the *Police Act 1990* (excluding a police officer as defined in the *Police Act 1990*) in one of the classifications listed in clause 3 of this Award.

"PRB" means the NSW Psychologists Registration Board

"Director of Public Employment" means the employer for industrial purposes under the *Public Sector Employment and Management Act 2002*.

3. Classifications

PSYCHOLOGIST

A Psychologist shall have the following characteristics:

EDUCATION, TRAINING AND EXPERIENCE

Must possess a degree requiring the equivalent of 4 years full time study in psychology from a PRB recognised tertiary institution and either be fully registered as a Psychologist or be provisionally registered as an Intern Psychologist with the PRB

Fulfil registration requirements within relevant timeframes in order to obtain full registration with the PRB (Intern Psychologists only)

TASK

Provide a competent psychological service through assessment, counselling and therapeutic interventions appropriate to the employment context.

JUDGEMENT AND PROBLEM-SOLVING

Provides generalist psychological assessment, counselling and therapeutic interventions

Increasingly complex problems as allocated and monitored by the designated manager and/or in consultation with the professional supervisor.

SUPERVISION AND INDEPENDENCE

Works under the professional supervision of the designated manager and/or the professional supervisor.

May work as part of a team of psychologists and/or as a member of a multidisciplinary team

Psychologists trained and accredited by the PRB as a supervisor with a minimum of 3 years post registration experience may be reasonably required by the Department to supervise an Intern Psychologist who is in the process of gaining full registration with the PRB.

ORGANISATIONAL RELATIONSHIPS AND IMPACT

May assist in the formulation of management and case plans

Liaison with relevant internal and external stakeholders

SENIOR PSYCHOLOGIST

In addition to performing the work of a Psychologist, a Senior Psychologist shall have the following characteristics:

EDUCATION, TRAINING AND EXPERIENCE

Full registration as a psychologist in NSW with the PRB

Highly developed expertise in a relevant area of psychology (e.g. assessment/treatment/ programming / behaviour management)

TASK

Provides more complex assessment, case formulation and intervention by exercising independent professional judgement

Management of complex cases

Superior assessment; treatment; programming; behaviour management; therapeutic program development; and/or research skills, which result in the development of more effective interventions

May provide consultation, training and supervision within an area of specific expertise to other psychologists

May conduct and set psychological research and evaluation projects for the Department as required.

JUDGEMENT AND PROBLEM-SOLVING

Exercises independent psychological judgement

Is recognised for sound professional judgement

Exercises initiative in the development of sound work practices or professional standards

Contributes to the development, evaluation of and quality improvement of psychological assessment / treatment / intervention programs across the Department

SUPERVISION AND INDEPENDENCE

May provide supervision

Able to work independently

May work in or lead a multidisciplinary team.

Seeks advice from the designated manager and/or the professional supervisor in appropriate circumstances.

Senior Psychologists trained and accredited by the PRB as a supervisor with a minimum of three years post registration experience may be reasonably required by the Department to supervise an Intern Psychologist who is in the process of gaining full registration with the PRB.

ORGANISATIONAL RELATIONSHIPS AND IMPACT

May assist with formulation of policy

Provides sophisticated consultation to other psychologists and other Department staff

Provides advice / input for the development, evaluation of and quality improvement of psychological assessment / treatment / intervention programs when required.

Forges productive organisational links with other service providers.

SPECIALIST PSYCHOLOGIST

In addition to performing the work of a Psychologist, a Specialist Psychologist shall have the following characteristics:

EDUCATION, TRAINING AND EXPERIENCE

Full registration as a psychologist in NSW with the PRB.

Must possess a post-graduate degree at the masters level or higher in a specialist area deemed relevant by the employing Department including, but not limited to, Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, and Forensic Psychology. The post graduate degree must include components of professional training and supervised experience and must be of at least 2 years full time duration or its equivalent; or

Education, training and experience deemed by the Department to be equivalent (for example as signified by membership of a relevant APS College such as Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, Forensic Psychology).

Broad, expert relevant specialist knowledge.

TASK

Adapts psychological literature for new programs, therapies or research.

Conducts and evaluates psychological interventions at a high standard.

May conduct psychological research and evaluation projects for the Department as required.

JUDGEMENT AND PROBLEM-SOLVING

Exercises independent clinical judgement.

High level diagnostic ability in relation to psychological disorders.

High level clinical judgements according to scientific literature.

SUPERVISION AND INDEPENDENCE

Works under the supervision of the designated manager and/or the professional supervisor.

Knows area of expertise and will consult others on a needs basis.

Able to work independently.

May work in or lead a multidisciplinary team.

A Specialist Psychologist trained and accredited by the PRB as a supervisor with a minimum of three years post registration experience may be reasonably required by the Department to supervise an Intern Psychologist who is in the process of gaining full registration with the PRB.

ORGANISATIONAL RELATIONSHIPS AND IMPACT

Consultant to psychologists and peer consultancy within relevant area of expertise.

May assist with formulation of policy

SENIOR SPECIALIST PSYCHOLOGIST

In addition to performing the work of a Specialist Psychologist, a Senior Specialist Psychologist shall have the following characteristics:

EDUCATION, TRAINING AND EXPERIENCE

Full registration as a psychologist in NSW with the PRB.

Must possess a post-graduate degree at the masters level or higher in a specialist area deemed relevant by the employing Department including, but not limited to, Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, and Forensic Psychology. The post graduate degree must include components of professional training and supervised experience and must be of at least 2 years full time duration or its equivalent; or

Education, training and experience deemed by the Department to be equivalent (for example as signified by membership of a relevant APS College such as Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, Forensic Psychology).

Extensive experience as a Specialist Psychologist or other relevant work experience deemed equivalent by the Department Head.

TASK

Is required to manage more difficult or unusual cases.

High level of clinical expertise and responsibilities.

May conduct and set psychological research and evaluation projects for the Department as required.

JUDGEMENT AND PROBLEM-SOLVING

Resolves complex clinical problems.

May provide advice and input for service planning e.g., at sector or area level.

Resolves issues likely to have wide impact on the profession and organisation within area of expertise.

SUPERVISION AND INDEPENDENCE

May provide supervision.

May work in or lead a multidisciplinary team.

Major contributions to the quality management and evaluation of psychological services within area of expertise.

A Senior Specialist Psychologist trained and accredited by the PRB as a supervisor with a minimum of three years post registration experience may be reasonably required by the Department to supervise an Intern Psychologist who is in the process of gaining full registration with the PRB.

ORGANISATIONAL RELATIONSHIPS AND IMPACT

Higher level consultancy role within the Department and with external agencies

CHIEF PSYCHOLOGIST

A Chief Psychologist shall have the following characteristics:

EDUCATION, TRAINING AND EXPERIENCE

Full registration as a psychologist in NSW.

Must possess a post-graduate degree at the masters level or higher in a specialist area deemed relevant by the employing Department including, but not limited to, Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, and Forensic Psychology. The post graduate degree must include components of professional training and supervised experience and must be of at least 2 years full time duration or its equivalent: The Department Head may approve other appropriate degrees or experience for entry to this classification.

High-level expertise of a specific relevant area within the profession.

Substantial experience in professional supervision and/or management in the relevant area.

Superior skills in coordinating a comprehensive program or services.

TASK

Develops appropriate policy in a specific area.

May conduct and set research and evaluation projects for the Department as required.

Provides high level consultation to the Department within specific professional areas,

Devises and manages training programs of professional relevance to psychologists

JUDGEMENT AND PROBLEM-SOLVING

Provide a psychological service in the most complex cases.

Applies policy and procedures independently in decision-making.

Exercises independent and expert judgement in making recommendations on implementation of policy and allocation of resources.

SUPERVISION AND INDEPENDENCE

May work in or lead a multi-disciplinary team.

May manage the implementation of state-wide psychological and behavioural programs delivered by multi-disciplinary teams.

May professionally supervise a team of skilled psychologists.

Provides leadership and professional supervision to all psychologists within designated area of responsibility.

Works with a high level of independence.

ORGANISATIONAL RELATIONSHIPS AND IMPACT

Consultancy, negotiation with other organisations on service provision/case management at a regional or area level.

Provides professional psychological advice to management.

Manages a larger multi-disciplinary team or several teams of psychologists.

High level liaison with relevant internal and external stakeholders.

PRINCIPAL PSYCHOLOGIST

A Principal Psychologist shall have all of the following characteristics:

EDUCATION, TRAINING AND EXPERIENCE

Full registration as a psychologist in NSW.

Must possess a post-graduate degree at the masters level or higher in a specialist area deemed relevant by the employing Department including, but not limited to, Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, Forensic Psychology. The post graduate degree must include components of professional training and supervised experience and must be of at least 2 years full time duration or its equivalent: The Department Head may approve other appropriate degrees or experience for entry to this classification.

Substantial relevant clinical, supervisory and management skills.

Understands relevance of their discipline to the role of the Department.

Superior knowledge of research relevant to the service.

Possess significant expertise in the delivery and management of psychological services.

TASK

May conduct and set psychological research and evaluation projects for the Department as required.

Ensures the delivery and quality of psychological services provided throughout the Department.

Reviews programs and services across the Department.

High level policy advice on deployment of services and professional resources.

Provides strategic advice informed by up-to-date knowledge in the relevant area.

Oversees maintenance of professional standards in psychological practice.

JUDGEMENT AND PROBLEM-SOLVING

Strategic planning, negotiation with other organisations and Departments at a statewide level.

Authoritative advice to the organisation on psychological matters.

Significant strategic, policy or service delivery input at an organisational level.

SUPERVISION AND INDEPENDENCE

Provides leadership to all psychologists in the Department.

Works with a high level of independence.

Provides professional supervision of the Chief Psychologists and/or other senior classifications as deemed appropriate.

Ensures a high quality of professional supervision within the Department

ORGANISATIONAL RELATIONSHIPS AND IMPACT

Represent the Department to external bodies, as required, in relation to psychological matters.

Provide high level advice to senior management of the Department and other key clients.

Has significant policy or service delivery influence at an organisational level.

High level liaison with relevant internal and external stakeholders.

4. Appointment and Progression

Appointment to the Chief or Principal Psychologist classification is subject to the occurrence of a vacancy in the relevant classification. Appointment to Senior Psychologist, Specialist Psychologist or Senior Specialist Psychologist is subject either to the occurrence of a vacancy in the relevant classification or to the following reclassification process:

- 4.1 An applicant for reclassification as a Senior Psychologist, Specialist Psychologist or Senior Specialist Psychologist is required to submit a written application detailing how he or she meets the characteristics for the higher classification as specified in clause 3 of this Award. The application must include a supporting reference from his or her professional supervisor.
- 4.2 The Classification Committee tests the application by peer professional review, against the relevant classification characteristics by way of formal interview.
- 4.3 The Classification Committee consists of:
 - (a) The departmental Principal or a departmental Chief Psychologist (or equivalent).
 - (b) A Human Resources Manager (or equivalent) as designated by the Department, and
 - (c) A Principal or Chief Psychologist or equivalent from another Department (to ensure equity of standards and process).
- 4.4 The Classification Committee makes a recommendation to the Department Head on whether or not to approve the reclassification.
- 4.5 An applicant for reclassification to the position of Senior Psychologist shall have completed a minimum of one year at the 9th year of service point on the salary scale for a Psychologist.
- 4.6 An applicant for reclassification to the position of Senior Specialist Psychologist shall have completed a minimum of one year at the 5th year of service on the salary scale for Specialist Psychologist (or a previously equivalent classification).
- 4.7 An applicant for reclassification to the position of Specialist Psychologist shall have completed a minimum of one year at the 9th year of service of the Psychologists salary scale or the 3rd year of service of the Senior Psychologists salary scale unless the applicant has obtained a relevant Master's degree or higher.
- 4.8 Any application for reclassification to the position of Specialist Psychologist by an applicant who does not possess a Masters Degree must be made prior to 30 June 2008.
- 4.9 An applicant can only make one application for reclassification to the same classification within a twelve month period.

5. Salaries

- 5.1 The annual salaries payable to employees covered by this Award are as set out in Table 1 - Salaries, of Part B of this Award.
- 5.2 The salary rates and allowance set at the date of commencement of this Award will increase in accordance with the Crown Employees (Public Sector - Salaries 2008) Award and any variation or replacement award.

- 5.3 Existing employees at 9 October 2006 were transferred to the classification and salary step in the new classification in accordance with the transitional arrangements in clause 6.
- 5.4 Commencing salary and progression for psychologists are set out in Table 3 - Commencing Salary and Progression - Psychologists, of Part B of this Award.

6. Transitional Arrangements

- 6.1 Under the former Crown Employees (Psychologists) Award published 9 March 2007 (362 IG 170), existing employees at 9 October 2006 were transferred to the appropriate classification contained within this Award as described in the following table and in accordance with subclauses 6.2 to 6.6 of this clause:

Previous classification	New Classification
Psychologist	Psychologist
Clinical Psychologist	Specialist Psychologist
Neuropsychologist - DCS	Specialist Psychologist
Senior Psychologist - DCS (Year 1 and Year 2)	Senior Specialist Psychologist (Year 1)
Senior Psychologist - DCS (Year 3)	Senior Specialist Psychologist (Year 2)
Specialist Services Coordinator -DJJ	Senior Specialist Psychologist (Year 1)
Senior Clinical Psychologist	Senior Specialist Psychologist (Year 1)
Senior Program Co-ordinator - DADHC	Senior Specialist Psychologist (Year 1)
Deputy Principal Psychologist (DOCs)	Chief Psychologist
Chief Psychologist - DCS	Chief Psychologist
Assistant Director, Psychological and Specialist Services (DJJ)	Chief Psychologist
Principal Psychologist (DOCs)	Principal Psychologist
Head Psychologist - DCS	Principal Psychologist
Director, Psychological and Specialist Services (DJJ)	Principal Psychologist

- 6.2 Employees transferring to the new classifications of Psychologist or Specialist Psychologist in accordance with clause 6.1 above shall move to the incremental step within the new classification corresponding to the incremental step in his or her previous classification. Where the employee has been on an incremental step in his or her previous classification which is higher (in number of years) than the highest incremental step in the new classification, the employee will transfer to the highest incremental step in the new classification.
- 6.3 Employees transferring to the new classification of Senior Specialist Psychologist in accordance with clause 6.1 above shall move to the incremental step listed in the table above.
- 6.4 Where there is an increase in salary the date of transfer to the new incremental step will become the new annual increment date.
- 6.5 In addition to clauses 6.1 - 6.4 above, the special transitional arrangements set out in Table 4 to this Award shall apply.
- 6.6 At the time of the commencement of this Award, no existing employee covered by this Award will suffer a reduction in their rate of pay or any loss or diminution of their Award conditions of employment as a consequence of the making of this Award whilst they continue to occupy the position they transitioned to.

7. Conditions of Employment

- 7.1 General Conditions

The employees regulated by this Award shall be entitled to the conditions of employment as set out in this Award, and, except where specifically varied by this Award, existing conditions provided for under the *Public Sector Employment and Management Act 2002*, the Public Sector Employment and

Management (General) Regulation 1996, and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and the Crown Employees (Public Sector - Salaries 2008) Award or any replacement awards.

7.2 Professional Supervision

Intern Psychologists shall be provided with professional supervision in accordance with PRB guidelines as amended from time to time.

All psychologists' classifications shall be provided with professional supervision to maintain competence in their area of practice through ongoing supervision in accordance with PRB guidelines.

7.3 Materials of Work

Appropriate rooms will be provided for conducting clinical interviews and/or assessments with clients/offenders to ensure psychologists are able to meet requirements, subject to occupational health and safety obligations, of auditory privacy and client confidentiality. In addition the employer will provide ready access to appropriate test materials, including a set of relevant current psychometric instruments.

7.4 Professional Development

Psychologists shall have appropriate and equitable access to professional training, education and conference attendance relevant to both the employer and employee in order that they may maintain competence through ongoing professional development in accordance with PRB guidelines. The Department shall not unreasonably refuse requests by psychologists to attend relevant training, education and conferences. Attendance at approved training, education and conferences shall be in accordance with the Staff Training and Development Clause of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 as amended from time to time.

8. Environmental Allowance

8.1 Environmental Allowance

Psychologists who have substantial regular and direct contact with offenders/clients in correctional centres operated by the Department of Corrective Services and Juvenile Justice Centres operated by the Department of Juvenile Justice shall be paid the environmental allowance specified in Item 1 of Table 2, Environmental Allowance of Part B, Monetary rates. The allowance shall be paid under the following conditions:

- (a) the work location is totally within a Correctional or Juvenile Justice Centre to attract full payment;
- (b) there must be regular, direct and substantial contact with offenders/clients;
- (c) the allowance can be paid on a pro-rata basis if the contact is not on a full time basis, i.e. 2 - 3 days attracts 50 per cent, 4 - 5 days attracts 100 per cent; and
- (d) offender/client contact is generally in a "supervisory" capacity i.e. contact is for professional purposes.

8.2 The environmental allowance will increase in accordance with the Crown Employees (Public Sector - Salaries 2008) Award and any variation or replacement award.

9. Grievance and Dispute Settling Procedures

9.1 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.

- 9.2 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.
- 9.3 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 Department Head or delegate.
- 9.4 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.
- 9.5 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 Department Head.
- 9.6 The Department Head may refer the matter to the Director of Public Employment for consideration.
- 9.7 If the matter remains unresolved, the Department Head 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.
- 9.8 An employee, at any stage, may request to be represented by the Association.
- 9.9 The Association 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.
- 9.10 The employee, Association, Department and the Director of Public Employment shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 9.11 Whilst the procedures outlined in subclauses 9.1 to 9.10 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

10. Anti Discrimination

- 10.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 10.2 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.
- 10.3 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.
- 10.4 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*; and
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 10.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes -

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

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

11. Area, Incidence and Duration

- 11.1 This Award shall apply to employees as defined in clause 2, Definitions of this Award.
- 11.2 This award replaces the following instruments insofar as they apply to those employees:
- (a) Guidance Officer, Department of Industrial Relations; Research Officers, Division of Vocational Guidance Services, Department of Industrial Relations, Department of Corrective Services, Department of Family and Community Services, Department of Health NSW; Research Officers (Non-Legally Qualified) Law Reform Commission, Department of Attorney General; Psychologists, Department of Health NSW, Department of Corrective Services, Department of Family and Community Services; Research Anthropologists, Department of Health NSW; Rehabilitation Counsellor Workers Compensation Commission Agreement No. 2405 of 1982 and Amending Agreement No. 2520 of 1989
 - (b) Psychologists - Department of Corrective Services PEO Determinations effective 12 March 1998 and 25 August 2000
 - (c) Clinical Neuropsychologist - Department of Corrective Services; Determination No.937 of 2004
 - (d) Psychologist-in-Charge, Department of Ageing, Disability and Home Care Determination No. 933 of 2004
- 11.3 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Psychologists) Award published 9 March 2007 (362 I.G. 170).
- 11.4 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 16 February 2009.
- 11.5 The award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B**Table 1 - Salary Rates**

Applying from the beginning of the first pay period to commence on or after the dates in the column headings:

Psychologists				
Classification and Grade	1.7.07 Per annum \$	1.7.08 Per annum +4% \$	1.7.09 Per annum +4% \$	1.7.10 Per annum +4% \$
Psychologist -				
1st year	48,684	50,631	52,656	54,762
2nd year	51,318	53,371	55,506	57,726
3rd year	53,948	56,106	58,350	60,684
4th year	57,237	59,526	61,907	64,383
5th year	60,527	62,948	65,466	68,085
6th year	63,816	66,369	69,024	71,785
7th year	67,107	69,791	72,583	75,486
8th year	69,739	72,529	75,430	78,447
9th year and thereafter	72,368	75,263	78,274	81,405
Senior Psychologist -				
1st year	76,317	79,370	82,545	85,847
2nd year	79,607	82,791	86,103	89,547
3rd year and thereafter	82,896	86,212	89,660	93,246
Specialist Psychologist -				
1st year	69,739	72,529	75,430	78,447
2nd year	73,684	76,631	79,696	82,884
3rd year	77,633	80,738	83,968	87,327
4th year	81,580	84,843	88,237	91,766
5th year and thereafter	85,526	88,947	92,505	96,205
Senior Specialist Psychologist -				
1st year	89,475	93,054	96,776	100,647
2nd year	92,106	95,790	99,622	103,607
3rd year and thereafter	94,738	98,528	102,469	106,568
Chief Psychologist -				
1st year	99,320	103,293	107,425	111,722
Principal Psychologist -				
1st year and thereafter	107,896	112,212	116,700	121,368

Table 2 - Environmental Allowance

Applying from the beginning of the first pay period to commence on or after the dates in the column headings:

Item. No	Clause No.	Description	1.7.07 \$	1.7.08 \$	1.7.09 \$	1.7.10 \$
1	8	Environmental Allowance	2,229	2,318	2,411	2,507

Table 3 - Commencing Salary and Progression**Psychologists**

Intern Psychologists shall commence at year 1 of the scale for Psychologist and may progress by way of annual increment to year 2, subject to satisfactory conduct and services. Progression to year 3 shall occur effective from the date of registration with the PRB. The date of registration will become the new annual increment date.

The Department Head may consider progression past year 2 up to year 3 only where there are extenuating circumstances which have prevented the Psychologist from achieving full registration within the standard 2 year period.

Provided that where a Psychologist has already met the criteria for full registration and is registered in accordance with the *Psychologists Act* 2001, he/she shall commence at Year 3 of the scale for Psychologist, unless the Department Head otherwise approves a higher commencing salary.

Except for an Intern Psychologist, progression to the next due increment occurs after 12 months service at a particular increment in accordance with clause 16, Increments, of Part 3, Conditions of Service of the Public Sector Employment and Management (General) Regulation 1996.

Senior Psychologists

A Senior Psychologist will commence at year 1 of the salary scale for Senior Psychologist unless the Department Head approves otherwise.

Psychologists promoted to this classification shall enter at the salary for the Senior Psychologist classification that is immediately above the salary previously applying to that person as Psychologist unless the Department Head approves otherwise.

Progression to the next due increment occurs after 12 months service at a particular increment in accordance with clause 16, Increments, of Part 3, Conditions of Service of the Public Sector Employment and Management (General) Regulation 1996.

Specialist Psychologists

A Specialist Psychologist will commence at year 1 of the salary scale for Specialist Psychologist unless the Department Head approves otherwise.

Psychologists promoted to this classification shall enter at the salary for the Specialist Psychologist classification that is immediately above the salary previously applying to that person as Psychologist or Senior Psychologist unless the Department Head approves otherwise.

Progression to the next due increment occurs after 12 months service at a particular increment in accordance with clause 16, Increments, of Part 3, Conditions of Service of the Public Sector Employment and Management (General) Regulation 1996.

Senior Specialist Psychologist

A Senior Specialist Psychologist will commence at year 1 of the salary scale for Senior Specialist Psychologist unless the Department Head approves otherwise.

Psychologists promoted to this classification shall enter at the salary for the Senior Specialist Psychologist classification that is immediately above the salary previously applying to that person as Psychologist, Senior Psychologist or Specialist Psychologist unless the Department Head approves otherwise.

Progression to the next due increment occurs after 12 months service at a particular increment in accordance with clause 16, Increments, of Part 3, Conditions of Service of the Public Sector Employment and Management (General) Regulation 1996.

Table 4 - Special Transitional Arrangements

1. Employees in the positions listed in the table below at the time of making the former Crown Employees (Psychologists) Award on 9 October 2006 received an increase of 5% as detailed with Column C.

Column A Previous Classification	Column B Previous Salary \$	Column C Salary after 5% increase \$	Column D New Award Classification \$	Column E New Award Salary \$
Department of Corrective Services				
Psychologist step 10	67,397	70,767	Psychologist year 9	69,585
Psychologist step 11	70,612	74,143	Psychologist year 9	69,585
Psychologist step 12	73,112	76,768	Psychologist year 9	69,585
Psychologist step 13	75,612	79,393	Psychologist year 9	69,585
Clinical Psychologist - Neuro psychologist step 6	79,142	83,099	Specialist Psychologist year 5	82,237
Chief Psychologist Step 3	91,356	95,924	Chief Psychologist	95,500
Head Psychologist Step 3	101,504	106,579	Principal Psychologist	103,746
Department of Community Services Department of Ageing, Disability and Homecare and NSW Police				
Psychologist step 10	67,396	70,766	Psychologist year 9	69,585
Psychologist step 11	70,610	74,141	Psychologist year 9	69,585
Department of Juvenile Justice				
Psychologist step 10	67,397	70,767	Psychologist year 9	69,585
Psychologist step 11	70,610	74,141	Psychologist year 9	69,585
Director year 4	101,849	106,941	Principal Psychologist	103,746

2. 1 per cent of the 5 per cent increase is to be absorbed into each of the general increases to salary rates over the next 5 years or until the salary rate has aligned with the corresponding salary under this award for that classification, whichever is sooner.
3. For example, on 1 July 2007, employees shall receive a salary increase of a minimum of 3%, not 4% as specified in Table 1.
4. When an employee is promoted or reclassified to a new classification the employee shall move to the salary point for the new classification that is immediately above their salary rate (inclusive of the 5% increase), in accordance with Table 3. The 5% increase and its absorption will not apply to the new classification.
5. Employees on the previous classifications of Psychologist step 10, Psychologist step 11, Psychologist step 12 and Psychologist step 13 are not eligible for incremental progression while they remain employed in that classification.

E. A. R. BISHOP, Commissioner

(1310)

SERIAL C6831

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Director of Public Employment.

(No. IRC 2044 of 2008)

Before The Honourable Justice Boland, President

13 November 2008

VARIATION

1. In clause 1, Arrangement, of the award published 10 March 2006 (357 I.G. 1108), delete clause 26, Travelling Allowances - General and insert in lieu thereof the following:

26. Travelling Compensation

2. In the said clause 1, delete clauses 30, Travelling Allowances when staying in Non Government Accommodation, and 31, Travelling Allowances when staying in Government Accommodation, and insert in lieu thereof the following:

30. (Deleted)

31. (Deleted)

3. In the said clause 1, delete clause 81, Sick Leave - Requirements for Medical Certificate and insert in lieu thereof the following:

81. Sick Leave - Requirements for Evidence of Illness

4. In clause 3, Definitions, delete the definitions of:

Government accommodation

Use of Private Motor Vehicle - Casual rate

Use of Private Motor Vehicle - Official business rate

5. In the said clause 3, delete the definition of Ordinary hourly rate of pay and insert in lieu thereof the following:

Ordinary hourly rate of pay means the hourly equivalent of the annual rate of pay of the classification as set out in the Crown Employees (Public Sector - Salaries 2008) Award calculated using the formula set out in clause 12, Casual employment.

6. In clause 10, Local Arrangements, add new paragraph (4) to subclause (b) as follows:

(4) include a clause allowing either party to terminate the arrangement by giving 12 months' notice.

7. In the said clause 10, insert at the end of subclause (c) a new sentence as follows:

Where such local arrangements do not include provisions in relation to core time, settlement periods, contract hours, flex credit, flex debit, or flex leave, the relevant provisions of clause 21, Flexible Working Hours of this award shall apply.

8. In the said clause 10, insert new paragraphs (d) and (e) as follows:
- (d) Attendance and the accrual of flexible working hours credit - A staff member may only work outside the hours of a standard day but within the bandwidth and accrue hours toward a flexible working hours credit if the work is available to be performed.
 - (e) Where a staff member has accrued 8 weeks recreation leave, unless otherwise authorised by their manager, flex leave can only be taken where recreation leave has been applied for and approved. If, however, recreation leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.
9. Delete the title of clause 26, Travelling Compensation - General, and insert in lieu thereof the following:

26. Travelling Compensation

10. In clause 26, Travelling Compensation, insert new subclauses (e) to (n) as follows:
- (e) The Department will elect whether to pay the accommodation directly or whether a staff member should pay the accommodation and be reimbursed in accordance with this clause. Where practicable staff members shall obtain prior approval when making their own arrangements for overnight accommodation
 - (f) Subject to subclause (n), a staff member who is required by the Department Head to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly incurred during the time actually spent away from the staff member's residence in order to perform the work.
 - (g) If meals are provided by the Government at the temporary work location, the staff member shall not be entitled to claim the meal allowance.
 - (h) For the first 35 days, the payment shall be either:
 - (1) where the Department elects to pay the accommodation provider the staff member shall receive the appropriate meal allowance in accordance with Item 1 of Table 1 - Allowances of Part B Monetary Rates and incidentals as set out in Item 2 of Table 1 - Allowances of Part B Monetary Rates, and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
 - (2) where the Department elects not to pay the accommodation provider the staff member shall receive the appropriate rate of allowance specified in Item 2 of Table 1 - Allowances of Part B Monetary Rates for every period of 24 hours absence by the staff member from their residence, and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
 - (3) in lieu of (2) above, the staff member electing to be paid actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 1 - Allowances of Part B Monetary Rates.
 - (i) Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies the Department Head that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.
 - (j) Where a staff member is unable to so satisfy the Department Head, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
 - (k) After the first 35 days - If a staff member is required by the Department Head to work in the same temporary work location for more than 35 days, such staff member shall be paid the appropriate rate of allowance as specified in Item 2 of Table 1 - Allowances of Part B Monetary Rates.

- (l) Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause (k) of this clause, Departments could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by a staff member working from a temporary work location.
- (m) The return of a staff member to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.
- (n) This clause does not apply to staff members who are on an employee-initiated secondment in accordance with section 86 of the Act and described in the Commentary and Guidelines on Staff Mobility (temporary staff transfers - section 86 and temporary assignment - section 88) and Cross-Agency Employment (section 100) *Public Sector Employment and Management Act 2002*.
11. In clause 27, Excess Travelling Time, delete subclause (a) and insert in lieu thereof the following:
- (a) Excess Travelling Time - A staff member directed by the Department Head to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Department Head's discretion, be compensated for such time either by:
- (1) Payment calculated in accordance with the provisions contained in this clause; or
- (2) If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the staff member's manager.
12. In the said clause 27, renumber paragraph (8) of subclause (c) as paragraph (9) and insert new paragraph (8) as follows:
- (8) Time within the flex time bandwidth
13. Delete clause 30, Travelling Allowances When Staying in Non Government Accommodation, and insert in lieu thereof the following:
30. (Deleted)
14. Delete clause 31, Travelling Allowances When Staying in Government Accommodation, and insert in lieu thereof the following:
31. (Deleted)
15. In clause 32, Restrictions on Payment of Travelling Allowances, delete the introductory wording of subclause (a) and insert in lieu thereof the following:
- (a) An allowance under clause 26, Travelling Compensation is not payable in respect of:
16. In the said clause 32, delete the introductory wording of subclause (b) and insert in lieu thereof the following:
- (b) A staff member who is in receipt of an allowance under clause 26, Travelling Compensation shall be entitled to the allowance in the following circumstances:
17. In clause 36, Camping Allowance, delete subclause (c) and insert in lieu thereof the following:
- (c) Where the Department Head is satisfied that it was not reasonable in the circumstances for the staff member to camp, a staff member who is entitled to a camping allowance shall be paid a travelling allowance under clause 26, Travelling Compensation of this award, instead of the camping allowance.

18. In clause 37, Composite Allowance, delete paragraph (2) of subclause (a) and insert in lieu thereof the following:
 - (2) on some occasions, is required to camp and on other occasions resides in accommodation for which an allowance is payable under clause 26, Travelling Compensation of this award.
19. In the said clause 37, delete subclause (c) and insert in lieu thereof the following:
 - (c) In order to be paid the composite allowance under this clause, the staff member shall submit to the Department Head an election each 12 months. If the election is not made by the staff member or not approved by the Department Head, travelling or camping allowances under clauses 26 or 36 of this award, whichever is appropriate, shall apply.
20. In the said clause 37, delete subclause (f) and insert in lieu thereof the following:
 - (f) On occasions when a staff member receiving a composite allowance is provided with accommodation by the Government, the allowance ceases. The incidental expenses allowances and reimbursement for any meal expenses properly and reasonably incurred and not provided by the Government are to be paid in accordance with clause 26, Travelling Compensation of this award.
21. In clause 38, Allowance Payable for Use of Private Motor Vehicle, delete subclause (b) and renumber existing subclause (c) as (b). Insert new subclause (c) as follows:
 - (c) Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.
 - (1) The casual rate is payable if a staff member elects, with the approval of the Department Head, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
 - (2) The official business rate is payable if a staff member is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the staff member is unable to use other transport due to a disability. The official business rate includes a component to compensate a staff member for owning and maintaining the vehicle.
22. In the said clause 38, delete subclause (h).
23. In clause 53, First Aid Allowance, delete subclause (d) and insert in lieu thereof the following:
 - (d) The First Aid Allowance shall not be paid during extended leave or any other continuous period of leave which exceeds one week.
24. In clause 54, Review of Allowances Payable in Terms of This Award, delete paragraphs (1) to (4) of subclause (a) and insert in lieu thereof the following:
 - (1) Clause 26. Travelling Compensation;
 - (2) Clause 29. Meal Expenses on One Day Journeys;
 - (3) Clause 38. Allowance Payable for Use of Private Motor Vehicle;
 - (4) Clause 95. Overtime Meal Allowances, for breakfast, lunch and dinner.
25. In the said clause 54, delete paragraph (3) of subclause (b) and renumber the following paragraphs as (3) to (9).

26. In clause 72, Parental Leave, delete subclause (f) and insert in lieu thereof the following:
- (f) A staff member who commences a subsequent period of maternity or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid:
 - (1) at the rate they were paid before commencing the initial leave if they have not returned to work; or
 - (2) at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
 - (3) at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
27. In clause 74, Family and Community Service Leave, delete subclause (a) and insert in lieu thereof the following:
- (a) The Department Head shall grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies in subclause (b). The Department Head may also grant leave for the purposes in subclause (c). Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
28. In the said clause 74, delete the introductory wording of (b) and insert in lieu thereof the following:
- (b) Such unplanned and emergency situations may include, but not be limited to, the following:
29. In the said clause 74, delete paragraph (4) of subclause (b) and insert in lieu thereof the following:
- (4) Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
30. In the said clause 74, delete paragraphs (6) and (7) of subclause (b).
31. In the said clause 74, delete subclauses (c) and (d) and renumber subclauses (e) to (h) as (f) to (i). Insert new subclauses (c), (d) and (e) as follows:
- (c) Family and community service leave may also be granted for:
 - (1) An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - (2) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.
 - (d) The definition of "family or "relative" in this clause is the same as that provided in subclause 82(c)(2) of this award.
 - (e) Family and community service leave shall accrue as follows:
 - (1) 2 ½ days in the staff member's first year of service;
 - (2) 2 ½ days in the staff member's second year of service; and
 - (3) one day per year thereafter.

32. In clause 75, Leave Without Pay, insert new subclauses (h), (i), (j) and (k) as follows:
- (h) A permanent appointment may be made to the staff member's position if:
 - (1) the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - (2) the staff member is advised of the Department's proposal to permanently backfill their position; and
 - (3) the staff member is given a reasonable opportunity to end the leave without pay and return to their position; and
 - (4) the Department advised the staff member at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
 - (i) The position cannot be filled permanently unless the above criteria are satisfied.
 - (j) The staff member does not cease to be employed by the Department if their position is permanently backfilled.
 - (k) Subclause (h) above does not apply to full-time unpaid parental leave granted in accordance with paragraph (h)(i) of clause 72, Parental Leave or to military leave.
33. In clause 76, Military Leave, delete subclause (c) and insert in lieu thereof the following:
- (c) Up to 24 working days military leave per financial year may be granted by the Department Head to members of the Naval and Military Reserve and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause (a) of this clause.
34. In clause 78, Recreation Leave, insert new paragraph (5) in subclause (b) as follows:
- (5) A staff member must take their recreation leave to reduce all balance below 8 weeks, and the Department must cooperate in this process. The Department may direct a staff member with more than 8 weeks to take their recreation leave so that it is reduced to below 8 weeks by school term one 2010.
35. In the said clause 78, insert new subclause (i) as follows:
- (i) A staff member entitled to additional recreation leave under 78(a)(2) Recreation Leave, 88(g)(6) or 88(h)(5) Shiftwork, can elect at any time to cash out the additional recreation leave.
36. In clause 80, Sick Leave, renumber subclauses (e) and (f) as (g) and (h). Delete subclauses (b), (c) and (d) and insert new subclauses (b), (c), (d), (e) and (f) as follows:
- (b) Payment for sick leave is subject to the staff member:
 - (1) Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the staff member's starting time as possible; and
 - (2) Providing evidence of illness as soon as practicable if required by clause 81.
 - (c) If the Department Head is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the Department Head:
 - (1) Shall grant to the staff member sick leave on full pay; and

- (2) May grant to the staff member sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this Award to sick leave on full pay.
 - (d) The Department Head may direct a staff member to take sick leave if they are satisfied that, due to the staff member's illness, the staff member:
 - (1) is unable to carry out their duties without distress; or
 - (2) risks further impairment of their health by reporting for duty; or
 - (3) is a risk to the health, wellbeing or safety of other staff members, Departmental clients or members of the public
 - (e) The Department Head may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.
 - (f) **Accrued Entitlements.** Any staff member appointed from the date of this award variation will commence accruing sick leave in accordance with this clause immediately. Staff members at the time of the award variation will accrue sick leave in accordance with this clause from 1 January 2009 onwards.
 - (1) At the commencement of employment with the Public Service, a full-time staff member is granted an accrual of 5 days sick leave.
 - (2) After the first four months of employment, the staff member shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
 - (3) After the first year of service, the staff member shall accrue sick leave day to day at the rate of 15 working days per year of service.
 - (4) All continuous service as a staff member in the NSW public service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
 - (5) Notwithstanding the provisions of paragraph (4) of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.
 - (6) Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
 - (7) When determining the amount of sick leave accrued, sick leave granted on less than full pay shall be converted to its full pay equivalent.
 - (8) Paid sick leave shall not be granted during a period of unpaid leave.
37. Delete clause 81 Sick Leave - Requirements for Medical Certificate, and insert in lieu thereof the following:

81. Sick Leave - Requirements for Evidence of Illness

- (a) A staff member absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Department Head in respect of the absence.
- (b) In addition to the requirements under subclause 80(b), a staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the Department Head.

Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the Department Head for each occasion absent for the balance of the calendar year.

- (c) As a general practice backdated medical certificates will not be accepted. However if a staff member provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Department Head is satisfied that the reason for the absence is genuine.
 - (d) If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Department Head will advise them in advance.
 - (e) If the Department Head is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to HealthQuest for advice.
 - (1) The type of leave granted to the staff member will be determined by the Department Head based on HealthQuest's advice.
 - (2) If sick leave is not granted, the Department Head will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
 - (f) The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the Department.
 - (g) If a staff member who is absent on recreation leave or extended leave, furnishes to the Department Head a satisfactory medical certificate in respect of an illness which occurred during the leave, the Department Head may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
 - (1) In respect of recreation leave, the period set out in the medical certificate;
 - (2) In respect of extended leave, the period set out in the medical certificate if such period is 5 working days or more.
 - (h) Subclause (g) of this clause applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.
 - (i) The reference in this clause to evidence of illness shall apply, as appropriate:
 - (1) up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Department Head's discretion, another registered health services provider,
 - (2) where the absence exceeds one week, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
 - (3) at the Department Head's discretion, other forms of evidence that satisfy that a staff member had a genuine illness.
38. In clause 82, Sick Leave to Care for a Family Member, delete subclauses (a) and (b) and insert in lieu thereof the following:
- (a) The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Department Head may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.

- (b) If required by the Department Head to establish the illness of the person concerned, the staff member must provide evidence consistent with subclause 81(f).
39. In clause 97, Payment for Overtime or Leave in Lieu, delete paragraph (6) of subclause (b) and insert in lieu thereof the following:
- (6) Leave in lieu accrued in respect of overtime worked on a public holiday shall be compensated for and taken in the same manner as other leave in lieu accrued in respect of overtime;
40. In Table 1 - Allowances of Part B, Monetary Rates, in the Clause No. column, for Item No. 2 delete 30(2)(a) four times and insert in lieu 26(h)(2); delete 30(5) and insert in lieu 26(k). For Item No. 3, delete 31 and insert in lieu 26(h)(1).
41. In the said Table 1, delete Item 6 and insert in lieu thereof the following:

6	38(c)	Use of private motor vehicle	Cents per kilometre
		Official business	
		Engine capacity-	
	2601cc and over	70.0	
	1601cc-2600cc	69.0	
	1600cc or less	58.0	
	38(c)	Casual rate (40% of official business rate)	
		Engine capacity-	
		2601cc and over	
	38(g)	1601cc-2600cc	
1600cc or less		23.2	
Motor cycle allowance (50% of the 1600cc or less official business rate)		29.0	
Towing trailer or horse float (13% of the 2601cc and over official business rate)		9.1	

42. The variation shall take effect on and from 13 November 2008.

R. P. BOLAND J , *President*

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CROWN EMPLOYEES (TEACHERS IN SCHOOLS AND RELATED EMPLOYEES) SALARIES AND CONDITIONS AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education and Training.

(No. IRC 2042 of 2008)

Before The Honourable Justice Walton, Vice-President

19 February 2009

AWARD

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SCHEDULES

- Schedule 1- Common Incremental Salary Scale
- Schedule 2 - Allowances
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- Schedule 7 - Excess Travel and Compensation for Travel on Official Business
- Schedule 8 - Special Conditions Covering Home School Liaison Officers and Aboriginal Student Liaison Officers
- Schedule 9 - Special Conditions Covering Teachers at Residential Agricultural High Schools

2. Dictionary

- 2.1 "Aboriginal Student Liaison Officer" means a person or teacher who has been temporarily appointed to the position of Aboriginal student liaison officer.
- 2.2 "Alternate Mode Course" means a course of teacher training other than a course completed by full time study with a higher education institution.
- 2.3 "Alternate Period" means a period taught by a teacher being a period other than a period which the teacher is normally timetabled to teach and where the need for the period to be taught arises from the absence from duty on leave of another teacher.
- 2.4 "Assistant Principal" means a teacher who is appointed as such to assist a principal of a school in the management of the school.
- 2.5 "Casual Teacher" means a teacher engaged on an hourly or daily rate of pay in the Teaching Service.
- 2.6 "Conditionally Trained Teacher (C)" means a teacher whose approval to teach is conditional upon completion of additional educational requirements prescribed by the Director-General.
- 2.7 "Core Hours" means the normal daily hours of operation of a school during which classes are conducted and in a high or central school includes a daily core timetable of eight periods, or the time equivalent.
- 2.8 "Degree" means a course of study in a higher education institution leading to a degree as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.9 "Department" means the Department of Education and Training.
- 2.10 "Deputy Principal" means a teacher appointed as such who is the deputy to the principal in a school and who acts as substitute in the absence of the principal, and is required to assist generally in the management of the school and, as required, in the special duties of the principal.
- 2.11 "Diploma" means a course of study in a higher education institution leading to a diploma as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.12 "Director-General" means the Director-General of Education and Training.

- 2.13 "Distance Education Centre" means a school established to provide full time or part time programs of secondary or primary courses to students who cannot normally attend on a daily basis. Provided that distance education centres can be either stand alone schools or centres attached and integrated into an existing school.
- 2.14 "District" means a group of schools.
- 2.15 "District Guidance Officer" means an officer appointed as such in a school district(s) or a group of schools who is responsible to the Director-General or nominee for the guidance service within the district(s) or group of schools.
- 2.16 "Education Officer" means an officer appointed as such, provided that for appointment the officer shall have an appropriate degree from a higher education institution or other qualifications and experience which the Director-General determines as satisfying requirements.
- 2.17 "Employee" means a person employed in a classification covered by this award by the Director-General or delegate under the provisions of the Teaching Service Act on a permanent or temporary basis.
- 2.18 "Environmental Education Centre" means a teaching and learning facility operated by the Department which students attend to participate in educational programs relevant to all primary and secondary key learning areas and/or to receive specific instruction in field work, and which provides support to schools in implementing environmental education.
- 2.19 "Equivalent" when referring to qualifications means those qualifications deemed by the Director-General to be equivalent to specified qualifications.
- 2.20 "Federation" means the New South Wales Teachers Federation.
- 2.21 "Five Year Trained Teacher (5YT)" means a teacher who has obtained a degree and teaching qualifications from a higher education institution which together require a minimum of five years full time study. Any period of training in excess of that normally required to complete such a course shall not be deemed to be a training period for the purposes of any other definition.
- 2.22 "Four Year Trained Teacher (4YT)" means a teacher who has:
- 2.22.1 obtained a degree from a higher education institution and has, in addition, satisfactorily completed a teacher education qualification of at least one year's duration at a higher education institution; or
 - 2.22.2 completed a four year teacher education degree from a higher education institution; or
 - 2.22.3 completed such other course(s) which the Director-General determines as satisfying requirements for classification as a teacher.
- 2.23 "General Secretary" means the General Secretary of the Federation.
- 2.24 "Graduate" means a person who has obtained a degree from a higher education institution or possesses qualifications determined by the Director-General to be equivalent to such a degree.
- 2.25 "Graduate Diploma" means a course of study in a higher education institution leading to a graduate diploma as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.26 "Head Teacher" means a teacher who is appointed as such in a high school, distance education centre or central school, and is responsible to the principal for the program of work in a designated subject or learning area and the coordination of the work of classes in that area. The head teacher also exercises supervision over and gives advice and direction, when necessary, to other teachers in the subject or learning area in addition to their teaching duties. Provided that head teachers may be appointed with specific designated responsibilities, including:

- 2.26.1 Head teacher (female students) advises female school students and promotes their interests in a high school or a secondary department of a central school where the enrolment of female school students in the school or department exceeds 500.
- 2.26.2 Head teacher (welfare) assists the principal and or deputy principal in the area of student welfare. Head teacher (welfare) includes head teacher (welfare) - residential agricultural high schools.
- 2.26.3 Head teacher (administration) is responsible for assigned duties associated with the general administration of the school.
- 2.27 "Higher Education Institution" means a university or other tertiary institution recognised by the Director-General which offers degrees, diplomas or teacher education courses.
- 2.28 "Home School Liaison Officer" means a person or teacher who has been temporarily appointed to the position of home school liaison officer.
- 2.29 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales, established by the Industrial Relations Act 1996.
- 2.30 "In Lieu of Duties" means duties undertaken by a teacher for a teacher absent from the classroom on duty elsewhere or performing other duties when that teacher is relieved of part of their regular face to face teaching load through variations in school organisation.
- 2.31 "Officer" means and includes all persons permanently employed in the Teaching Service under the provisions of the Teaching Service Act and who, on the date of commencement of the award, were occupying one of the positions covered by the award or who, after that date, are appointed to one of these positions.
- 2.32 "Parties" means the Department and the Federation.
- 2.33 "Period" means, in a high or central school, a 40 minute teaching period.
- 2.34 "Principal" means a teacher appointed as such to be responsible for the management, organisation, administration, supervision and efficiency of a school and all departments in a school. A principal does not include a teacher in charge of a school.
- 2.35 "Residential Agricultural High School" means a school classified as such by the Director-General.
- 2.36 "School" means a Department school or other centre, where instruction is provided by the Department, excluding an institute and including any place designated as part of, or as an annex to, such school.
- 2.37 "School Counsellor" means a teacher with an equivalent of four years training and a major in psychology who has responsibility for providing schools with advice and support in matters relating to student academic and personal development, welfare and discipline and provides psychological and other testing as required.
- 2.38 "Schools for Specific Purposes" (SSPs) for the purpose of the award are schools which are classified as such by the Director-General and are established under the Education Act 1990 to provide education for students with disabilities as listed in subclause 2.48.
- 2.39 "Senior Assistant" means a two or three year trained teacher who has been classified as a senior assistant on or before 1 January 1973 and who is employed in a school providing secondary education.
- 2.40 "Service" means continuous service, unless otherwise specified in the award.
- 2.41 "Supervisor of Female Students" means a female teacher appointed as such to advise female students and to promote their interests in a high school or secondary department of a central school where the school or department does not qualify for the appointment of a head teacher (female students).

- 2.42 "Teacher" means a person or officer employed permanently or temporarily in a full time or part time teaching position under the provisions of the Teaching Service Act 1980 and appointed to a school. Unless otherwise specified in the award, a teacher shall include a school teacher in training.
- 2.43 "Teacher in Charge (Schools)" means a teacher in charge of a centre not designated as a school determined by the Director-General where a principal is not appointed.
- 2.44 "Teacher in Charge of Residential Supervision of Agricultural High Schools" means a teacher selected by the principal to be responsible for the supervision and administration of additional duties relating to school student residence in residential agricultural high schools.
- 2.45 "Teacher in Training (Schools)" means a graduate recruited to train as a teacher through an alternate mode course.
- 2.46 "Teachers of Students with Disabilities" means school teachers appointed to schools for specific purposes, or support classes in primary or high schools established to provide education for students with disabilities and including appointments as itinerant support teacher, as follows:
- 2.46.1 students with: mild intellectual disabilities (IM); moderate intellectual disabilities (IO); severe intellectual disabilities (IS); behaviour disorders (BD); emotional disabilities (ED); hearing impairments (H); language disabilities (L); physical disabilities (P); severe reading (R), vision impairments (V); and
- 2.46.2 students in: an early childhood intervention program (EC); hospital schools, Royal Far West School, Stewart House (W); and community care programs (CT).
- 2.47 "Teaching Service Act" means the Teaching Service Act 1980.
- 2.48 "TAFE" means the New South Wales Technical and Further Education Commission.
- 2.49 "Temporary Teacher" means a person employed in one engagement full time for four weeks or more or in one engagement for one to four days per week for two terms or more.
- 2.50 "Temporary Employee" means and includes all persons employed on a temporary basis, other than on a casual or part time casual basis under the Teaching Service Act 1980.
- 2.51 "Trained Teacher" means a teacher who has satisfactorily completed a prescribed course of training at a higher education institution, or such other course or courses which the Director-General determines as satisfying requirements for classification as a teacher.
- 2.52 "Two Year Trained Teacher (2YT) or Three Year Trained Teacher (3YT)" means a teacher who has satisfactorily completed a prescribed course of teacher education of two or three years duration respectively at a higher education institution, or such other course or courses which the Director-General determines as satisfying requirements for classification as a school teacher.
- 2.53 "Year Adviser" means a teacher appointed to assist Year 7-12 students in every high school or every central school which has a secondary department.
- 2.54 "Year 12 Relieving Period" means a relieving period required to be undertaken by a teacher when that school teacher has been relieved of their timetabled Year 12 face to face teaching duties after Year 12 students leave school to sit for the Higher School Certificate Examination in Term 4 of each year.

3. Salaries

- 3.1 Salaries and rates of pay shall be paid in accordance with this clause and Schedules 1, 4, 5, 6 and 7 and will be increased by 4.4% from the first pay period commencing on or after 1 January 2009, by 3.8% from the first pay period commencing on or after 1 January 2010 and by 3.8% from the first pay period commencing on or after 1 January 2011.

- 3.2 Allowances under this award will be increased by 4.4% from the first pay period commencing on or after 1 January 2009, by 3.8% from the first pay period commencing on or after 1 January 2010 and by 3.8% from the first pay period commencing on or after 1 January 2011.
- 3.3 Subject to the provisions of the Teaching Service Act 1980 and the regulations made thereunder and to satisfy the conditions prescribed by this award, the salaries of the following officers and temporary employees are set out in Schedules 1, 4, 5 and 6.

Classification	Schedule
Teachers, education officers, home school liaison officers, Aboriginal student liaison officers, counsellors	Schedule 1
Promotion classifications in schools and non school based Teaching Service classifications salary scales.	Schedule 4

- 3.4 Except as otherwise provided under the Department's salary packaging scheme as set out in clause 8, Salary Packaging, employees in Schedules 1, 4, 5 and 6 must be paid at an annual salary level not less than that for the appropriate classification.
- 3.5 Minimum salaries on commencement of employment and maximum salaries under the common incremental salary scale in Schedule 1 are set out in the table below:

Classification	Minimum starting salary (new step)	Maximum salary (new step)
2YT school teachers	Step 2	Step 13
3YT school teachers	Step 3	Step 13
4YT school teachers	Step 5	Step 13
5YT school teachers	Step 6	Step 13
C2YT school teachers	Step 2	Step 6
C3YT school teachers	Step 3	Step 6
C4YT school teachers	Step 5	Step 9
C5YT school teachers	Step 6	Step 9
Education officers and Aboriginal student liaison officers:		
Non graduates	Step 3	Step 13
Graduates without teacher training	Step 4	Step 13
Graduates with teacher training	Step 5	Step 13
Graduates with five years of training	Step 6	Step 13
Teachers in training	Step 1	Step 1

NOTE: Conditionally trained teachers (C) remain on first step of the appropriate incremental scale for the first two years of service, before progressing to the appropriate maximum step by annual increments.

- 3.6 Subject to clause 6, Salary Progression and Maintenance, clause 21, Calculation of Service officers and temporary employees shall progress without change to their incremental date by way of annual increments to Step 13 on the common incremental salary scale as set out in Schedule 1.
- 3.7 Two and three year trained school teachers may vary their incremental date and rate of progression if they satisfy conditions contained in subclauses 3.8, 3.9, 3.10 and 3.11 of this clause.
- 3.8 A two year trained teacher who successfully completes studies which satisfy requirements for a three year teacher education degree or diploma shall progress to that step on the common incremental salary scale that the teacher could have achieved had the teacher entered the Teaching Service as a three year trained teacher. Subject to clause 6, Salary Progression and Maintenance, these teachers shall then progress along the common incremental salary scale on the anniversary of the first day of the month following the successful completion of the required study.
- 3.9 A two year trained teacher who successfully completes one year of full time recognised degree level study or its equivalent shall be paid a double increment with retention of normal incremental date. On

reaching Step 9 of the common incremental salary scale, such a teacher shall be deemed a three year trained teacher and, subject to clause 6, Salary Progression and Maintenance may progress by annual increments to the top step of the common incremental salary scale.

3.10 A three year trained teacher who successfully completes one year of full time recognised degree level study or its equivalent shall progress one increment on the common incremental salary scale, effective from the first day of the month following the successful completion of the required study.

3.11 A three year trained teacher who completes:

3.11.1 a graduate diploma of at least one year of full time study or its part time equivalent; or

3.11.2 part of a degree course or an equivalent course of study as determined by the Director-General which results in the teacher having attained an academic standard equivalent to that of a four year trained teacher,

shall progress to the step on the common incremental salary scale that the teacher could have achieved had the teacher entered the Teaching Service as a four year trained teacher. The salary progression shall be effective from the first day of the month following the successful completion of the required study.

3.12 In relation to promotions classifications in schools, the following shall apply:

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

Classification of Principal	Student Enrolments
PP6	1 - 25
PP5	26 - 159
PP4	160 - 300
PP3	301 - 450
PP2	451 - 700
PP1	701+

3.12.2 Principals shall only be appointed to hospital schools when specifically approved by the Director-General.

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

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

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

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

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

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

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

3.13 Where the actual enrolment used to determine the classification of a principal's position in subclause 3.14 either increases or decreases so that the principal's position would be reclassified, then the variation in the principal's classification shall not be effected until the enrolment is such that it has fallen within the new student enrolment band for a period of two consecutive years.

4. Deduction of Union Membership Fees

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

5. Allowances

- 5.1 Allowances shall be paid in accordance with this clause and Schedules 2 and 3. Allowances in terms of Schedule 2 shall be paid to officers and or temporary employees in the circumstances set out in subclauses 5.2 to 5.7 inclusive.
- 5.2 In lieu of evening work, weekend work, travel time (where applicable) and all additional duties and responsibilities involved to:
- 5.2.1 Home school liaison officers and Aboriginal student liaison officers.
- 5.2.2 Teachers in charge
- 5.2.3 Year advisers.

- 5.2.4 Teachers required by the Director-General to have a Health Education Certificate.
- 5.2.5 Teachers other than the principal appointed to teach classes of students with disabilities.
- 5.2.6 Principals of schools designated by the Director-General as schools for specific purposes.
- 5.2.7 The Principal of Stewart House.
- 5.2.8 The Assistant Principal of Stewart House.
- 5.2.9 The deputy principal (primary) or assistant principal of a central school.
- 5.3 In demonstration schools to:
 - 5.3.1 principals -
 - class PP1;
 - class PP2;
 - 5.3.2 other promotions positions; and
 - 5.3.3 trained teachers.
- 5.4 In schools where there is a requirement for demonstration lessons to be taken to:
 - 5.4.1 teachers, for each demonstration lesson in excess of two in any term actually given by them; and
 - 5.4.2 teachers at any other school at which demonstration lessons are given in respect of authorised demonstration lessons for:
 - each half hour lesson; or
 - each 40 minute lesson involving secondary students.
 - 5.4.3 provided that payments made to teachers under paragraphs 5.4.1 and 5.4.2 of this subclause are subject to a maximum per annum payment; and for the purpose of this subclause a demonstration lesson shall mean a lesson authorised by or on behalf of a university given to student teachers, or a lesson given to another group approved by the Director-General.
- 5.5 In residential agricultural high schools to:
 - 5.5.1 teachers rostered for out of normal hours student supervision;
 - 5.5.2 head teacher (welfare) for residential supervision;
 - 5.5.3 a teacher appointed to be in charge of residential supervision;
 - 5.5.4 principals for on call and special responsibilities; and
 - 5.5.5 deputy principals for on call and special responsibilities.
- 5.6 To supervisors of female students:
 - 5.6.1 Where the average attendance of female students does not exceed 200;
 - 5.6.2 Where the average attendance of female students exceeds 200 but does not exceed 400;
 - 5.6.3 Where the average attendance of female students exceeds 400.

- 5.7 Education officers who have been on top of their appropriate salary scale for a period of twelve months and have demonstrated to the satisfaction of the Director-General by the work performed and results achieved, the aptitude, abilities and qualities warranting such payment shall receive an additional payment as set out in Schedule 2 and, after a further twelve months, an additional allowance of the same amount.
- 5.8 Locality and related allowances shall be paid as set out in Schedule 3.

6. Salary Progression and Maintenance

- 6.1 An officer shall be entitled to progress along or be maintained on the common incremental salary scale or the salary level for a promotions position after each 12 months of service subject to the officer demonstrating by means of an annual review, continuing efficiency in teaching practice, satisfactory performance and professional growth. Salary progression may also occur in accordance with the provisions of subclauses 3.7, 3.8, 3.9, 3.10 and 3.11 of clause 3, Salaries.
- 6.2 A temporary teacher shall be entitled to progress along or be maintained on the common incremental salary scale subject to the provisions of subclause 22.4 of clause 22, Temporary Teachers.
- 6.3 A temporary teacher relieving in a PP6 or Principal - Environmental Education Centre or Hospital School or Grade 1 position under clause 24, Relief in PP6 or Principal - Environmental Education Centre or Hospital School or Grade 1 Grade One Positions, shall be entitled to be maintained at that salary level subject to the provisions of subclause 22.4 of clause 22, Temporary Teachers.

7. Teacher Quality

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

- (iii) review of documentation, as appropriate.

7.1.5 In implementing the annual review the regional director, state office director or school education director (or nominee) will take into account the following:

- (i) the level of experience of the non school based teaching service officer (so that less experienced officers are given greater attention); and
- (ii) the particular circumstances of the workplace.

7.1.6 The annual review for teachers shall be reported by way of the teacher assessment review schedule implemented under the Crown Employees (Teachers in Schools and TAFE and Related Employees) Salaries and Conditions Award 327 I.G.582.

7.1.7 The annual review for non school based teaching service staff shall be reported by way of the teacher assessment and review schedule contained in the Department's Memorandum DN/05/00223, Non School Based Education Teaching Service Officer Assessment and Review Schedule.

7.1.8 An Executive Assessment and Review Schedule will be established to provide for the annual assessment and review of deputy principals, assistant principals and head teachers for implementation in 2009.

7.1.9 The parties agree to negotiate on variations, if any, to the policies and procedures in place at the commencement date of the award relevant to annual review of teacher performance.

8. Salary Packaging

8.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedules 1, 4, 5 and 6 of this award and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.

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

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

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

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

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

8.5.2 any administrative fees.

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

8.6.1 Superannuation Guarantee Contributions;

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

9. Initial Appointments

- 9.1 The initial appointment of all officers shall be for a minimum probationary period of one year. Confirmation of an officer's permanent appointment shall depend on completion of a satisfactory annual review pursuant to clause 6, Salary Progression and Maintenance and in the case of teachers, upon satisfactory completion of teacher training requirements.
- 9.2 All initial appointments shall be on the basis of merit.

10. Teaching in More Than One Location

- 10.1 Teachers may be programmed to teach in more than one location including TAFE.
- 10.1.1 Where this occurs there shall be full consultation with the affected teacher or teachers, including sufficient notice and any specific needs of the affected teacher or teachers shall be taken into account.
- 10.1.2 A teacher who is appointed to a school and is programmed to teach in more than one school or at TAFE shall be entitled to the travel compensation provisions at Part B of Schedule 7, Excess Travel and Compensation for Travel on Official Business.
- 10.1.3 If, by agreement, teachers teach after 5.30pm in a TAFE location they shall receive the monetary equivalent of the time credit provided for TAFE teachers, that is payment at a rate of 1.25 times the hourly rate for the teacher so engaged. The formula for calculating the hourly rate of the teacher shall be:

$$\frac{\text{Annual Salary}}{260.8929} \times \frac{5}{260.8929} \times \frac{1}{30}$$

11. Deferred Salary Scheme

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

12. Compensation for Travel on Department Business

- 12.1 Where an employee is required and authorised to travel on Department business in the performance of their duties, compensation for travel shall be determined in accordance with the provisions of Schedule 7 - Excess Travel and Compensation for Travel on Official Business.

13. Assessment and Reporting and Quality of Educational Outcomes

- 13.1 The following shall be implemented:
- 13.1.1 the Basic Skills Tests;
- 13.1.2 English Literacy and Language Assessment tests;
- 13.1.3 annual school reports and associated school self-evaluation and improvement programs;

- 13.1.4 school development policy;
 - 13.1.5 the School Certificate and the Higher School Certificate;
 - 13.1.6 Secondary Numeracy Assessment Program; and
 - 13.1.7 Computing Skills Assessment Years 6 and 10.
- 13.2 These shall be subject to the protocols agreed to in 1997 in relation to Annual School Self-Evaluation, Annual School Reporting and external test data (contained in Matter No. IRC 3925/97 as tabled in the Industrial Relations Commission).
- 13.3 The parties agree to negotiate on variations, if any, to the policies and procedures in place at the commencement of the award, relevant to annual school reports, school self-evaluation committees and school reviews.

14. Teacher Performance Management

- 14.1 The revised Teacher Improvement Program procedures will be implemented.

15. Teaching Hours for Years 11 and 12

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

16. Allocation of Duties in High Schools

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

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

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

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

- 16.3 Provided that such alternate periods shall be allocated:

16.3.1 with due regard to the non teaching duties required to be performed by the teacher, head teacher or deputy principal; and

16.3.2 as far as possible to a teacher, head teacher or deputy principal in the same faculty as that of the absent teacher.

- 16.4 Nothing in subclauses 16.1 to 16.3 shall preclude a teacher from working school generated or other alternate periods on a voluntary basis where the exigencies of the work and the welfare of the students so require.
- 16.5 Teachers may, at the discretion of the principal, be required to take "in lieu of" classes as defined in subclause 2.30.
- 16.6 In lieu of requiring a teacher to supervise sporting activity in accordance with subclause 16.1 of this clause, a principal of a school, with the agreement of the teacher or teachers concerned, may make provision for that teacher or teachers to undertake two periods of alternate face to face teaching duties during weekdays or to undertake sports supervision on weekends.
- 16.7 A principal may require all teachers with Year 12 classes to take, from the time Year 12 students leave to sit for their Higher School Certificate examinations in Term 4 of each year, up to 50 per cent of their timetable load of Year 12 classes as Year 12 relieving periods. So far as possible, periods shall be allocated to a teacher in the same faculty as that of the absent teacher.

17. Teaching Outside Normal School Hours

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

18. Alternative Work Organisation

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

19. Teachers Appointed to More Than One School

- 19.1 Where in any school a teacher cannot be, or has not been, allocated a complete teaching load the teacher may be appointed to teach in more than one school. Such teachers include teacher librarians and teachers of English as a second language.
- 19.2 A teacher appointed to two or more schools shall be entitled to the travel compensation and excess travel provisions of Part A of Schedule 7, Excess Travel and Compensation for Travel on Official Business.

20. Qualifications, Recruitment and Training

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

21. Calculation of Service

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

22. Temporary Teachers

- 22.1 From January 2001, temporary teachers were entitled to pro rata salary and conditions of permanent teachers, other than the provisions at clause 11, Deferred Salary Scheme.
- 22.2 The Department will maintain the following practice: when a teacher has occupied a single substantive part time position for more than two years and it is expected that the position will continue, the teacher may apply for conversion to permanent part time status in that position.
- 22.3 The Department will seek to maximise the filling of vacancies in schools by the appointment of permanent teachers, including permanent part time teachers, where reasonably practical.
- 22.4 Subject to the provisions of clause 21, Calculation of Service and the temporary teacher demonstrating by means of an annual review, continuing efficiency in teaching practice, satisfactory performance and professional growth, a temporary teacher shall be entitled to be maintained on the salary level for a promotions position or to progress to the next step of the common incremental salary scale in Schedule 1 following the completion of:
- 22.4.1 203 days of service as a temporary teacher irrespective of breaks in that service; or
 - 22.4.2 an appointment, full time, for a full school year.

23. Casual Teachers

- 23.1 The rates of pay for casual teachers are set out in Schedule 5, Table 1 and Table 2.
- 23.2 The daily hours of engagement for a casual teacher, which shall be worked continuously, shall be six and one half hours per day, including a 30 minute break during those hours.
- 23.3 The minimum daily engagement for casual teachers shall be two hours.
- 23.4 Where a casual teacher relieves a teacher who has been timetabled to teach as provided in clause 15, Teaching Hours for Years 11 and 12, then the provisions of subclause 15.6 and 15.7 of that clause shall apply to the casual teacher provided that the time off can be taken either at the beginning or end of the six and one half hour period of daily engagement of the casual teacher.
- 23.5 Where a casual teacher reports to a school for duty on any day on the basis of a request by an authorised officer and is then advised that their services are not required, the casual teacher shall be entitled to receive payment for one half of one day's pay at the appropriate rate in Schedule 5, Table 1 and Table 2.
- 23.6 The rates of pay of casual teachers are loaded by 5 per cent to be inclusive of the following incidents of employment: sick leave, family and community service leave, special leave and leave loading. Entitlements under the Long Service Leave Act 1955 and Determination 203 of 1987, Maternity and Adoption Leave or its successor, are not affected.

- 23.7 On completing 203 days of casual teacher service, irrespective of breaks in that service, a casual teacher shall progress to the next daily rate of pay pursuant to their classification contained in Schedule 5, Table 1 and Table 2.

24. Relief in PP6 Or Principal - Environmental Education Centre Or Hospital School Grade 1

- 24.1 Where the qualification period for the payment of higher duties is satisfied:
- 24.1.1 a casual teacher relieving in a PP6 position or as a Principal - Environmental Education Centre or Hospital School Grade 1 in excess of ten days shall be paid the daily rate equivalent as set out in Schedule 5, Table 3; and
- 24.1.2 a temporary teacher relieving in a PP6 position or as a Principal - Environmental Education Centre or Hospital School Grade 1 shall be paid the salary of the position on a pro rata basis.
- 24.2 Where a PP6 position or a position as a Principal - Environmental Education Centre or Hospital School Grade 1 has been advertised and there are no available officers in the Teaching Service who apply for the position, then a casual teacher or a temporary teacher who meets the merit selection criteria may be appointed to the PP6 or Principal - Environmental Education Centre or Hospital School Grade 1 on a temporary basis for the remainder of the year.

25. Training and Development

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

26. Multi Skilling

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

27. Duties as Directed

- 27.1 The Director-General or delegate, nominee or representative may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the

classifications covered by the award and provided that such duties are not designed to promote deskilling.

- 27.2 The Director-General may direct an employee to carry out such duties and use such tools, materials and equipment as may be required, provided that the employee has been properly trained in the use of such tools, materials and equipment.
- 27.3 Any directions issued by the Director-General pursuant to subclauses 27.1 and 27.2 shall be consistent with the Director-General's responsibility to provide a safe and healthy working environment.

28. School Certificate Tests Supervision

- 28.1 The parties agree that secondary teachers may decide to provide the additional examination supervision of the School Certificate tests or for the school to employ outside personnel to provide the additional examination supervision. Additional examination supervision is defined as supervisory requirements over and above entitlements provided by the Board of Studies.
- 28.2 Schools conducting School Certificate tests shall receive the funding required for the payment of additional examination supervisors of the tests based on the rates of pay and number of additional examination supervisors required as promulgated by the Office of the Board of Studies.
- 28.3 Teaching staff in those schools can choose at a meeting convened by the principal and Federation representative whether the school wishes to employ outside personnel as additional examination supervisors of the tests or whether teaching staff might provide the additional supervision of the tests.
- 28.4 In the event that teaching staff decide to undertake the additional supervision of the tests, the funding provided for the additional supervision of the tests will be retained for use by the school for educational purposes as determined at the meeting(s) in subclause 28.3 of this clause.

29. Other Part Time Rates of Pay

- 29.1 Part time rates of pay in schools shall be paid in terms of Schedule 6.

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

- 30.1 Special conditions covering home school liaison officers and Aboriginal student liaison officers are set out in Schedule 8.

31. Teachers in Residential Agricultural High Schools - Special Conditions

- 31.1 Special conditions covering teachers at residential agricultural high schools are set out in Schedule 9.

32. Dispute Resolution Procedures

- 32.1 Subject to the provisions of the Industrial Relations Act 1996, the following procedures shall apply:
- 32.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the employee and or the Federation's workplace representative shall raise the matter with the appropriate principal or supervisor as soon as practicable.
- 32.1.2 The principal or supervisor shall discuss the matter with the employee and or the Federation's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 32.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and or the Federation may raise the matter with an appropriate officer of the Department, either the School Education Director or at the regional level, with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.

32.1.4 Where the procedures in paragraph 32.1.3 do not lead to resolution of the dispute, the matter shall be referred to the Deputy Director-General Workforce Management and Systems Improvement of the Department and the General Secretary of the Federation. They or their nominees shall discuss the dispute with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

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

33. No Further Claims

33.1 Except as provided by the *Industrial Relations Act* 1996, prior to 31 December 2011, there shall be no further claims by the parties to this Award for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this award subject to the following:

33.1.1 Either party may make claims with respect to the matters prescribed in clause 36 Leave Reserved and may seek to have those matters arbitrated by the Industrial Relations Commission.

34. Anti-Discrimination

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

34.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed under clause 32, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It shall be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

34.3 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.

34.4 Nothing in this clause is to be taken to affect:

34.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

34.4.2 offering or providing junior rates of pay to persons under 21 years of age;

34.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977; and

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

34.5 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.

35. Occupational Health & Safety

35.1 For the purposes of this clause, the following definitions shall apply:

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

- 35.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- 35.2 If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business):
- 35.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 35.2.2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely.
- 35.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- 35.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 35.3 Nothing in this clause 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.

36. Leave Reserved

- 36.1 Either party may make application to the Industrial Relations Commission during the nominal term of the award with respect to:
- 36.1.1 implementing changes to reward high quality teaching; and
- 36.1.2 vary clause 13, Assessment and Reporting and Quality of Educational Outcomes to address matters arising from the Federal Government's national testing agenda.

37. Area, Incidence and Duration

- 37.1 This award covers all teachers and related employees of the Department, the classifications of which are set out in Schedules 1, 4, 5 and 6. This award does not cover teachers and related employees of TAFE, chief education officers (schools), institute managers, and teachers employed at the Saturday School of Community Languages, the National Art School, the Adult Migrant English Service, TAFE Children's Centres and Bradfield College.
- 37.2 This award has been reviewed in accordance with section 19 of the Industrial Relations Act, 1996 and replaces the Crown Employees (Teachers in Schools and Employees) Salaries and Conditions Award 2006 published 30 June 2006 (359 I.G. 1114) and all variations thereof.
- 37.3 This award shall commence on and from 1 January 2009 and remain in force until 31 December 2011.

SCHEDULE 1

Common Incremental Salary Scale

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

Current salary steps	Per annum \$		
	Salary From the first pay period to commence on or after 1.1.2009	Salary From the first pay period to commence on or after 1.1.2010	Salary From the first pay period to commence on or after 1.1.2011
Increase	4.4%	3.8%	3.8%
Step 13	78,667	81,656	84,759
Step 12	71,769	74,496	77,327
Step 11	69,047	71,671	74,394
Step 10	66,332	68,853	71,469
Step 9	63,614	66,031	68,540
Step 8	60,898	63,212	65,614
Step 7	58,178	60,389	62,684
Step 6	55,458	57,565	59,752
Step 5	52,745	54,749	56,829
Step 4	50,026	51,927	53,900
Step 3	47,563	49,370	51,246
Step 2	44,590	46,284	48,043
Step 1	40,909	42,464	44,078

SCHEDULE 2

Allowances

Schools	Rates From the first pay period to commence on or after 1.1.2009	Rates From the first pay period to commence on or after 1.1.2010	Rates From the first pay period to commence on or after 1.1.2011
Increase	4.4%	3.8%	3.8%
Home School Liaison Officer and Aboriginal Student Liaison Officer	2,310	2,398	2,489
Teacher in Charge	3,578	3,714	3,855
Year Adviser	3,173	3,294	3,419
Teachers with Health Education Certificate	1,142	1,185	1,230
Teachers other than the principal of classes of students with disabilities	2,028	2,105	2,185
Principals, schools for specific purposes	2,644	2,744	2,848
Principal of Stewart House	13,479	13,991	14,523
Assistant Principal of Stewart House	8,928	9,267	9,619
In a central school - DP (Primary), AP	1,608	1,669	1,732
Demonstration Schools:			
Principal			
Class PP1	2,333	2,422	2,514
Class PP2	2,070	2,149	2,231
Other promotion positions	1,813	1,882	1,954
Trained Teacher	1,472	1,528	1,586
Demonstration lessons:			
Teachers in schools required to take demonstration lessons:			

per lesson	41.51	43.09	44.73
In other schools:			
per half hour lesson	50.21	52.12	54.10
per 40 min. lesson	66.92	69.46	72.10
Maximum per annum	3,780	3,924	4,073
Residential Agricultural High Schools:			
Rostered supervision teachers	8,928	9,267	9,619
Head Teacher (Welfare) residential supervision allowance	1,487	1,544	1,603
Teacher in charge of residential supervision allowance	1,529	1,587	1,647
Principal on call and special responsibilities allowance	13,479	13,991	14,523
Deputy Principal on call and special responsibilities allowance	12,179	12,642	13,122
Supervisor of female students			
Up to 200 students	1,592	1,652	1,715
201-400 students	2,562	2,659	2,760
More than 400 students	3,173	3,294	3,419
Education Officers:			
Non Graduate			
Year 2	4,098	4,254	4,416
Year 1	4,098	4,254	4,416
Graduate			
Year 2	3,201	3,323	3,449
Year 1	3,201	3,323	3,449

SCHEDULE 3

Locality Allowances

1. Definitions

1.1 For the purposes of this schedule:

- 1.1.1 "Dependent child" means, unless otherwise defined in the award, a child of which a teacher is a parent and who is resident with and wholly maintained by such teacher and either is under the age of sixteen years or is a full time student under the age of eighteen years or is completing their school studies up to and including Year 12.
- 1.1.2 "Dependent partner" means a person who is resident with and substantially reliant upon a teacher for their financial support, being either the teacher's spouse or a person whom the Director-General is satisfied is cohabiting otherwise than in marriage with the teacher in a permanent de facto and bona fide domestic relationship.
- 1.1.3 "Duly qualified" means a practitioner practising in Australia who, by training, skill and experience, is competent to diagnose, advise with regard to, and or treat the condition in relation to which relevant medical or dental assistance, as the case may be, is reasonably sought.
- 1.1.4 "Married couple" means and shall include a teacher and their spouse or a person whom the Director-General is satisfied is cohabiting otherwise than in marriage in a permanent de facto and bona fide domestic relationship.

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

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

- (i) Actual travel costs in excess of the amounts specified in subparagraph (iv) of this paragraph in any one instance reasonably incurred in transporting a teacher and or a dependent partner and or dependent child of a teacher from his or her place of residence to a place at which a duly qualified practitioner is consulted.
- (ii) Travel charges in excess of the amounts specified in subparagraph (iv) of this paragraph in any one instance made by a duly qualified practitioner reasonably summoned to a teacher or a dependent partner or dependent child of a teacher at or near the place of residence of the teacher.
- (iii) The actual cost of accommodation not being hospital or nursing accommodation reasonably and necessarily incurred by a teacher or a dependent partner or dependent child of a teacher in connection with the attendance of that person away from their place of residence at a place at which a duly qualified practitioner is consulted.
- (iv) For the purposes of subparagraphs (i) and (ii) of this paragraph, the amounts which travel costs and charges must exceed are as follows:

From the first pay period to commence on or after 1.1.2009	From the first pay period to commence on or after 1.1.2010	From the first pay period to commence on or after 1.1.2011
\$	\$	\$
28	29	30

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

1.1.8 "Single teacher" means and shall include a widow, widower, divorcee or teacher living separately and apart from their spouse.

1.1.9 "Travel costs" means, for the purposes of Part E of this schedule, the actual return transport costs payable in respect of the means of conveyance most appropriate to the circumstances and, in relation to a motor vehicle owned by a teacher or a dependent partner of a teacher, an amount calculated for the total distance travelled at the casual rate determined from time to time by the Director-General; provided, however, that transport costs shall not in any circumstances exceed a sum which would be applicable to any return trip over a distance greater than that to and from the place of residence of the relevant teacher and the GPO at Sydney.

1.1.10 "Teacher" for the purpose of this schedule means a permanent or temporary employee covered by this award.

2. Part A - Allowances - Climatic Disability

2.1 Subject to clause 7 of this schedule, a teacher appointed to a school located in the Western Division of New South Wales upon or to the west of a line starting from a point on the right bank of the Murray River opposite Swan Hill (Victoria), and thence by straight lines passing through the following towns or localities in the order stated, viz., Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, shall be paid an allowance at the rates prescribed in subclause 2.4 below.

2.2 Subject to clause 7 of this schedule, a teacher appointed to a school within a zone of New South Wales established by the 0 Degrees Celsius July Average Minimum Temperature Isotherm as contained in the

Climatic Atlas of Australia, June 1974 as amended, and published by the Bureau of Meteorology, shall be paid an allowance at the rates prescribed in subclause 2.4 below.

2.3 The allowances prescribed in subclauses 2.1 and 2.2 of this Part may be extended, excluded or otherwise varied by the Director-General to take into account any special circumstances.

2.4 Allowances under subclauses 2.1 and 2.2 are as follows:

Subclause No.	Climatic Allowances	Rates From the first pay period to commence on or after 1.1.2009	Rates From the first pay period to commence on or after 1.1.2010	Rates From the first pay period to commence on or after 1.1.2011
		Per annum \$		
Increase		4.4%	3.8%	3.8%
2.1	Teacher without dependent partner	1,090	1,131	1,174
	Teacher with dependent partner	1,288	1,337	1,388
2.2	Teacher without dependent partner	551	572	594
	Teacher with dependent partner*	735	763	792

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

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

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

Group	Rates From the first pay period to commence on or after 1.1.2009	Rates From the first pay period to commence on or after 1.1.2010	Rates From the first pay period to commence on or after 1.1.2011
	Per annum \$		
Increase	4.4%	3.8%	3.8%
1	3,580	3,716	3,857
2	3,221	3,343	3,470
3	2,861	2,970	3,083
4	2,506	2,601	2,700
5	2,146	2,228	2,313
6	1,792	1,860	1,931
7	1,433	1,487	1,544
8	1,076	1,117	1,159
9	721	748	776
10	358	372	386

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

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

Group	1st Dependent child		
	Rates From the first pay period to commence on or after 1.1.2009	Rates From the first pay period to commence on or after 1.1.2010	Rates From the first pay period to commence on or after 1.1.2011
	Per annum \$		
Increase	4.4%	3.8%	3.8%
Group 1	428	444	461
Group 2	374	388	403
Group 3	316	328	340
Group 4	260	270	280
Groups 5 and 6	207	215	223

Group	2nd and subsequent dependent child		
	Rates From the first pay period to commence on or after 1.1.2009	Rates From the first pay period to commence on or after 1.1.2010	Rates From the first pay period to commence on or after 1.1.2011
	Per annum \$		
Increase	4.4%	3.8%	3.8%
Group 1	288	299	310
Group 2	237	246	255
Group 3	177	184	191
Group 4	125	130	135
Groups 5 and 6	67	70	73

4. Part C - Allowances - Motor Vehicle

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

Group	Rates From the first pay period to commence on or after 1.1.2009	Rates From the first pay period to commence on or after 1.1.2010	Rates From the first pay period to commence on or after 1.1.2011
		Per annum \$	
Increase	4.4%	3.8%	3.8%
Groups 1, 2 and 3	1,924	1,997	2,073
Groups 4, 5 and 6	965	1,002	1,040

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

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

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

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

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

5.1.3 if appointed to a school located more than 720 kilometres from Sydney by the nearest practicable route and other than a school referred to in paragraph 5.1.1 of this subclause, one or more

journey(s) if, given the circumstances of the school location, the Director-General considers it to be warranted.

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

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

From the first pay period to commence on or after 1.1.2009	From the first pay period to commence on or after 1.1.2010	From the first pay period to commence on or after 1.1.2011
\$	\$	\$
34	35	36

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

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

against the Director-General's liability for the same. If any such sum shall be recovered subsequently to payment by the Director-General of reimbursable expense to a teacher, that teacher shall make an appropriate repayment. The Director-General shall not be entitled to withhold payment of reimbursable expense merely upon the ground that it or some portion of it may be recoverable at some time in the future from a third party.

6.6 The Director-General may, by notice in writing, require any teacher to effect and keep on foot a policy of insurance or membership of a medical fund to cover that teacher's liability for items of the nature of reimbursable expense under this schedule.

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

From the first pay period to commence on or after 1.1.2009	From the first pay period to commence on or after 1.1.2010	From the first pay period to commence on or after 1.1.2011
\$	\$	\$
28	29	30

6.6.2 If a teacher fails to comply with a requirement made by the Director-General under this subclause, such teacher shall not be entitled to claim any reimbursable expense which, but for their failure, would have been recouped to that teacher as a result of the relevant insurance or membership.

6.7 When a teacher is necessarily absent from duty for the purpose of securing advice and or treatment from a duly qualified practitioner for such teacher or dependent partner or child of such teacher, any period of such absence involved in travelling to or from the place of residence of the teacher to the place at which the advice or treatment is obtained shall not be debited against any sick leave credit to which that teacher is entitled. Provided that this clause shall be without prejudice to the right of the Director-General in their discretion to temporarily appoint the teacher to a school nearer to the place of consultation or treatment where they may deem it desirable so to do.

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

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

7.1 Subject to subclause 7.2 of this clause, where a married couple consists of two teachers who are otherwise eligible for payment of an allowance under this schedule then, in the case of an allowance under:

7.1.1 subclause 2.1 or 2.2 of clause 2 of this schedule, each teacher shall only be entitled to one half of the allowance provided therein for a teacher with a dependent partner;

7.1.2 subclause 3.3 of clause 3 of this schedule, each teacher shall only be entitled to one half of the allowance provided therein for a teacher with a dependent child or children;

7.1.3 clause 4 of this schedule, each teacher shall only be entitled to one half of the motor vehicle allowance applicable to a single teacher;

7.1.4 clause 5 of this schedule, each teacher shall only be entitled to one half of the vacation travel allowance; and

7.1.5 subclause 6.2 of clause 6 of this schedule, each teacher shall not qualify for reimbursement of expenses in so far as the teacher's partner qualifies for and claims reimbursement as a teacher.

- 7.2 Where a married couple includes a teacher entitled to allowances under the award and a person entitled to a similar allowance pursuant to the Crown Employees (Public Service Conditions of Employment) Award 2002 published 21 March 2003 (338 I.G. 837) as varied, or its successor, the teacher shall only receive the difference between that allowance and the married couple or dependent allowances under this schedule.

8. Part G - Locality Allowance Committee

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

APPENDIX A

Allowance For Isolation From Socio Economic Goods And Services

Groupings of Schools

Group 1 (11) Clare Pooncarie	Enngonia Tibooburra	Goodooga CS Wanaaring	Louth Weilmoringle	Marra Creek White Cliffs
Group 2 (11) Baryulgil Hatfield	Booligal Hill End	Boomi Ivanhoe	Bullarah Menindee	Ellerston Wilcannia CS
Group 3 (12) Bylong Upper Lightning Ridge Rowena	Cabramurra Mingoola	Carinda Moonan Flat	Corinella Nowendoc	Jerangle Quambone
Group 4 (25) Bellbrook Drake Kingstown Palinyewah Wongwibinda	Blackville Ebor Mallawa Reid's Flat Wooli	Carrathool Fairfax Mungindi Tullibigeal Wyaliba	Collarenebri Garah Naradhan Tulloona Yarrowitch	Croppa Creek Hermidale Niangala Wollar
Group 5 (40) Bigga Cassilis Eumungerie	Bonalbo Chandler Girilambone	Bribbaree Dundurrabin Glen Alice	Burruga Elands Glenreagh	Burren Junction Euabalong West Gwabegar

Hargraves Millbank Pyramul Sofala Trunkey	Jackadgery North Star Rankins Springs Spring Ridge Windeyer	Jugiong Nymboida Rollands Plains Tabulam Yetman	Mallan Old Bonalbo Rosewood Tambar Springs	Mayrung Premer Rugby Tooraweenah
Group 6 (33) Ballimore Bonshaw Deepwater Hernani Mullaley Talbingo Walgett Community College HS & PS	Bedgerabong Brewarrina CS Emmaville Humula Pallamallawa Toomelah Wattle Flat	Bellata Bundarra Five Mile Tree Lansdowne Upper Rand Tottenham Wimmimah	Belltrees Caragabal Goolma Long Flat Rouchel Ulong	Bendemeer Conargo Grevillia Medlow Stuart Town Wambangalang EEC
Group 7 (58) Ashford Bobin Cargo Ellangowan Khancoban Moulamein Nana Glen Rappville Tooleybuc Upper Coopers Creek	Barkers Vale Bogan Gate Coolongolook Euchareena Lake Cargelligo Mullengandra Orama Savernake Towamba Willawarrin Woolomin	Ben Lomond Bungwahl Copmanhurst Gravesend Lowanna Mumbil Pilliga Somerton Tucabia Urbenville Walhallow	Bendick Murrell Bunnaloo Dalgety Greenethorpe Mallanganee Mummulgum Pleasant Hills Tallimba Tullamore Woolbrook Wyangala Dam	Balranald Burcher Dungowan Hannam Vale Mangoplah Murringo Quandialla Tarcutta Ulan Walbundrie Weethalle
Group 8 (79) Afterlee Beckom Boree Creek Cabbage Tree Island Curlewis Dunoon Goolgowi Jiggi Larnook Matong Murrami Peak Hill Rye Park Trundle Wiangaree Whitton	Ando Bemboka Bourke HS & PS Carroll Currabubula Errowanbang Gooloogong Johns River Lowsdale Mendooran Nabiac Risk, The Stockinbingal Tumbarumba HS & PS Wyndham	Ardlethan Binalong Brocklesby Collins Creek Delegate Eurongilly Gulargambone Koorawatha Lue Moonbi Nangus Rookhurst Stratheden Tuntable Creek Woodenbong	Attunga Binya Burrumbuttock Comboyne Dorrroughby EEC Euston Illabo Krambach Lyndhurst Moorland Nimbin Rosebank Telegraph Point Tyalgum Whian Whian	Balldale Blighty Byabarra Cowper Duri Ganmain Iluka Ladysmith Manifold Mount George Nundle Rukenvale Tingha Wakool Woodstock
Group 9 (68) Ariah Park Brungle Coffee Camp Coutts Crossing Eureka Ilford Mandurama Mitchells Island Newbridge Oxley Island Quaama	Bald Blair Burringbar Collingullie Darlington Pt Gerogery Jennings Manildra Moteagle Nimmitabel Pacific Palms Red Range	Barellan Channon, The Collombatti Rail Delungra Geurie Kentucky Marrar Mullion Creek Numeralla Pocket, The Rock Central, The	Barmedman Clergate Coolah Eltham Grong Grong Kootingal Merriwa Murrurundi Oaklands Pomona Sandy Hollow	Blandford Clunes Coramba Eungai Gum Flat Maimuru Milbrulong Neville Orara Upper Pottsville Beach Spring Hill

Stratford Uranquinty Wombat	Thalgarrah EEC Walla Walla Wongarbon	Timbumburi Wallabadah Woodford Dale	Ulmarra Wallenbeen	Urana Wardell
Group 10 (116) Adaminaby Berridale Black Mountain Bombala HS & PS Candelo Central Tilba Coolamon Corindi Cundleton Dunedoo CS Fernleigh	Adelong Bexhill Blakebrook Bonville Caniaba Chatsworth Island Coomealla HS Crescent Head Dareton Durrumbul Fingal Head	Barham HS & PS Bibbenluke Bodalla Borenore Carcoar Chillingham Cooperook Crowdy Head Dorrigo HS & PS Empire Vale Ghinni Ghinni	Barrington Bingara Boggabilla CS Bournda EEC Carool Cobar HS & PS Coorabell Crystal Creek Doubtful Creek Eugowra Gilgai	Batlow Binnaway Boggabri Broadwater Cascade EEC Coleambally Coraki Cumnock Duranbah Farrer MAHS Gladstone
Goolmangar Howlong Karangi Lansdowne Main Arm Upper Mogo Old Bar Spring Terrace Tathra Wee Waa HS & PS Wyrallah	Goonengerry Huntingdon Kellys Plains Lawrence Martindale Nanima Pearces Creek Stokers Siding Terranora Wentworth Yenda	Harrington Jerilderie Kendall Leeville Mathoura Nemingha Repton Stuarts Point Teven-Tintenbar Willow Tree Yeoval	Hérons Creek Jindabyne Kinchela Lennox Head Millthorpe Nyngan HS & PS Rous Table Top Tinonee Wilsons Creek Yerong Creek	Hillston Jindera Laggan Lockhart Modanville Smithtown Scotts Head Tanja Warren CS Woodburn

SCHEDULE 4

Salaries - Promotion Classifications in the Teaching Service

Classification	Salary from the first pay period to commence on or after 1.1.2009*	Salary from the first pay period to commence on or after 1.1.2010	Salary from the first pay period to commence on or after 1.1.2011
Schools	Per annum \$		
Increase	4.4%	3.8%	3.8%
High School Principal			
Grade 1 (PH1)	135,204	140,342	145,675
Grade 2 (PH2)	129,540	134,463	139,573
Central School Principals			
PC1	127,675	132,527	137,563
PC2	117,735	122,209	126,853
PC3	112,966	117,259	121,715
PC4	109,175	113,324	117,630
Primary School Principal			
PP1	126,438	131,243	136,230
PP2	116,595	121,026	125,625
PP3	111,870	116,121	120,534
PP4	108,119	112,228	116,493
PP5	105,703	109,720	113,889
PP6	90,532	93,972	97,543
Principal - Environmental Education Centre or Hospital School Grade 2	105,703	109,720	113,889
Principal - Environmental Education Centre or Hospital School Grade 1	90,532	93,972	97,543

High School Deputy Principal Deputy Principal (Secondary) Central School	105,703	109,720	113,889
Primary School Deputy Principal Deputy Principal (Primary) Central School	105,703	109,720	113,889
Assistant Principal Primary School Assistant Principal Central School	90,532	93,972	97,543
Head Teacher High School Head Teacher Central School District Guidance Officer	90,532	93,972	97,543
Senior Assistant in Schools	80,712	83,779	86,963

Classification	Salary from the first pay period to commence on or after 1.1.2009	Salary from the first pay period to commence on or after 1.1.2010	Salary from the first pay period to commence on or after 1.1.2011
Non-school Based Teaching Service Classifications Salary Scales	Per annum \$		
Increase	4.4%	3.8%	3.8%
Principal Education Officer	117,869	122,348	126,997
Senior Education Officer Class 2	106,231	110,268	114,458
Senior Education Officer Class 1			
Year 3	98,014	101,739	105,605
Year 2	94,275	97,857	101,576
Year 1	90,532	93,972	97,543

SCHEDULE 5

Rates of Pay - Casual Teachers

Table 1

Trained Teachers	Rates From the first pay period to commence on or after 1.1.2009	Rates From the first pay period to commence on or after 1.1.2010	Rates From the first pay period to commence on or after 1.1.2011
	Per day \$		
Increase	4.4%	3.8%	3.8%
4YT Steps			
4	314.99	326.96	339.38
3	300.92	312.35	324.22
2**	286.86	297.76	309.07
1	272.81	283.18	293.94
3YT Steps			
5	300.92	312.35	324.22
4	286.86	297.76	309.07
3	272.81	283.18	293.94
2	258.76	268.59	278.80
1	246.00	255.35	265.05
2YT Steps			
4	272.81	283.18	293.94
3	258.76	268.59	278.80
2	246.00	255.35	265.05
1	230.62	239.38	248.48

** 5YT trained casual school teachers commence on step 2, 4YT rates of pay

Table 2

Conditionally Trained Teachers	Rates From the first pay period to commence on or after 1.1.2009	Rates From the first pay period to commence on or after 1.1.2010	Rates From the first pay period to commence on or after 1.1.2011
	Per day \$		
Increase	4.4%	3.8%	3.8%
C (5YT) Steps			
4	314.99	326.96	339.38
3	300.92	312.35	324.22
Y1-2	286.86	297.76	309.07
C (4YT) Steps			
4	300.92	312.35	324.22
3	286.86	297.76	309.07
Y1-2	272.81	283.18	293.94
C (3YT) Steps			
4	272.81	283.18	293.94
3	258.76	268.59	278.80
Y1-2	246.00	255.35	265.05
C (2YT) Steps			
3	246.00	255.35	265.05
Y1-2	230.62	239.38	248.48

In the case of casual teachers relieving in positions of PP6 or as a principal - environmental education centre or hospital school Grade 1, subject to satisfying the requirements, the daily rate of pay shall be as follows:

Table 3

	Rates From the first pay period to commence on or after 1.1.2009	Rates From the first pay period to commence on or after 1.1.2010	Rates From the first pay period to commence on or after 1.1.2011
	Per day \$		
Increase	4.4%	3.8%	3.8%
Casual PP6, Principal - Environmental Education Centre or Hospital School Grade 1	468.27	486.86	504.53

SCHEDULE 6

Other Part time Rate of Pay

Classification	Rates From the first pay period to commence on or after 1.1.2009	Rates From the first pay period to commence on or after 1.1.2010	Rates From the first pay period to commence on or after 1.1.2011
	Per day \$		
Increase	4.4%	3.8%	3.8%
Teacher in Charge	20.59	21.37	22.18
Demonstration Schools	8.53	8.85	9.19
Teachers of classes of students with disabilities	11.66	12.10	12.56

	Per hour \$		
Needlework/Craft Teacher	36.72	38.12	39.57

SCHEDULE 7

Excess Travel and Compensation for Travel on Official Business

PART A

Excess Travel

1. Definitions

1.1 For the purpose of Part A of this Schedule:

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

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

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

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

2. Teaching in More Than One School -

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

3. Payment for Excess Travel Time -

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

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

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

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

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

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

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

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

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

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

4. Payment for Excess Travel -

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

4.1.1 up to 8,000 km per annum - 73.6 cents per km;

4.1.2 over 8,000 km per annum - 26.1 cents per km.

Provided that these rates shall be adjusted pursuant to the Crown Employees (Public Service Conditions of Employment 2002) Award published 21 March 2003 (338 I.G. 837) as varied, or its successor as amended from time to time or in accordance with the rates as approved from time to time by the Director General of the Premier's Department.

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

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

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

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

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

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

PART B

Compensation for Travel on Official Business

1. Definitions

1.1 For the purpose of Part B of this Schedule:

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

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

"Teacher" includes Consultants, District Guidance Officers (DGO's), School Counsellors, Itinerant Teachers (teachers of the behaviourally disordered, the visually impaired, the hearing impaired), Distance Education Centre/School Teachers, Home School Liaison Officers (HSLO), Access School Teachers, District Relief Teachers, Outreach Teachers, Pre School Teachers, Support Teachers Intensive Reading, Careers Advisers, Early Intervention Teachers, Violence Program Teachers, Languages Other Than English Teachers (LOTE), Support Teachers Learning Difficulties (STLD's), Early Student Support Program Teachers (ESSP), teachers programmed to teach in a school and a TAFE

- location and includes any equivalent classifications thereto so long as their work patterns remain unchanged.
2. Except where authorised, teachers are responsible for meeting costs incurred in travel between their residence and usual place of work.
 3. Teachers may be authorised to use their private vehicle for travel on official business in the performance of their normal duties where other modes of travel are unsuitable or unavailable.
 - 3.1 Payment, on a case by case basis, shall be considered by the Department for private motor vehicle usage by casual teachers who relieve in a position as identified in subclause 1.1.2 and who are required and authorised to use their private motor vehicle in the performance of their relieving duties.
 4. The use of a teacher's private motor vehicle on official business is not mandatory.
 5. Official Business Rate -
 - 5.1 The official business rate is payable where the use of a teacher's private motor vehicle on official business is authorised and the teacher is required to travel on official business using their motor vehicle on a regular basis of at least once per week throughout the school year or travel a minimum of 400 kilometres during the school year, except where:
 - 5.1.1 an official vehicle is available;
 - 5.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher's professional time and or restriction in the performance of the teacher's duties and professional responsibilities.
 - 5.2 Where a teacher commences duty other than at the start of the school year the minimum period of 400 kilometres to be travelled, as provided by subclause 5.1 above, shall be adjusted proportionately.
 - 5.3 The rate paid is that specified at clause 9 of this schedule.
 6. Casual Rate -
 - 6.1 The casual rate is payable to teachers who are authorised to use their private motor vehicle to travel on official business intermittently as opposed to regular use (as provided by clause 5 of this Schedule) for which the official business rate is paid, except where:
 - 6.1.1 an official vehicle is available;
 - 6.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher's professional time and/or restriction in the performance of the teacher's duties and professional responsibilities.
 - 6.2 In circumstances where teachers are not authorised for reimbursement of travel expenses at the official business rate, they may be given approval to use their private vehicle on official business at the casual rate, including travel to attend staff development courses, selection committee interviews, GREAT appeals and hearings.
 - 6.3 The rate paid is that specified at clause 9 of this schedule.
 7. Payment of 2601 Cc Or More Motor Vehicle Rate -
 - 7.1 Where the teacher's normal duties are performed within the Sydney Region (as defined by the Department of Planning) the maximum per kilometre rate payable shall be the 1601 to 2600 cc rate.

- 7.2 Where the official travel, in whole or in part, is outside the Sydney Region, consideration shall be given to payment of the 2601 cc or more rate in respect of a vehicle with an engine capacity of 2601 cc or more. Such consideration shall be related to the total annual distance travelled by the teacher on official business, the terrain and other factors advanced by the teacher as relevant.
- 7.3 Provided that the provisions of subclauses 7.1 and 7.2 above shall not apply to teachers who have an existing approval for payment of the previous above 2700 cc rate arising from clause 4 (b) (i) of Industrial Agreement 7036 of 1983.

8. Daily Deduction -

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

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

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

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

- 8.3 This daily deduction discounts the normal one way distance travelled from home to headquarters for which teachers shall not be paid.
- 8.4 Where a teacher is on duty at their headquarters on a particular day and the teacher elects to travel to the headquarters in their private motor vehicle, no payment shall be made for such travel.
- 8.5 If, on such a day, the teacher is directed to travel from their headquarters in an emergency situation, the teacher may be granted approval to use their own motor vehicle and claim the normal kilometre rate for the distance from headquarters to the emergency centre and return.

- 8.6 Where a teacher has approval to use their private motor vehicle on official business and is directed to have the vehicle at headquarters on each day, or particular days, in order to have available a ready means of transport, payment shall be made for the distance from home to headquarters and return for each day of duty the car is required to be available (on official business), less the daily deduction.
- 8.7 A claim for travel allowance cannot be made where the headquarters and another centre visited are on the same or adjacent sites.
- 8.8 The daily deduction is not applied where a teacher is required to use their private motor vehicle from their home after working hours on official business or when the teacher is required to stay away from home overnight on official business.

9. Official Business and Casual Rate -

Clause of Schedule which applies	Rate/Vehicle Engine Capacity	Cents Per Km	
		0 - 8,000 km per annum	8,001 km or more per annum
5	Official Business Rate		
	1600 cc or less	58	23.2
	1601 - 2600 cc	69	27.6
	2601 cc or more	70.0	28
6	Casual Rate		
	1600 cc or less	23.2	
	1601- 2600 cc	27.6	
	2601 cc or more	28	

Provided that these rates shall be adjusted pursuant to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 published 10 March 2006 357 I.G. 1108 or its successor as amended from time to time or in accordance with the rates as approved from time to time by the Director-General of the Department of Premier and Cabinet.

SCHEDULE 8

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

Qualifications and Appointments -

1. Officers who are employed as teachers and persons who, in the opinion of the Director-General, have the appropriate qualifications to be employed as teachers shall be eligible to apply for appointment as home school liaison officers.
2. Officers who are employed as teachers and persons who, in the opinion of the Director-General, have the appropriate qualifications and or experience to be appointed as Aboriginal student liaison officers shall be eligible to apply for temporary appointment as Aboriginal student liaison officers.
3. A successful applicant for appointment to a vacant position of home school liaison officer or Aboriginal student liaison officer shall, subject to Sections 50 and 51 of the Teaching Service Act 1980, be temporarily appointed to a specified location and for a specified period determined by the Director-General.

Duties -

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

Training -

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

Salaries -

Home School Liaison Officers -

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

Aboriginal Student Liaison Officers -

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

Aboriginal student liaison officers who are:

Non-graduates - step 3

Graduates without teacher training - step 4

Graduates with teacher training - step 5

Graduates with five years of training - step 6

Allowances and Additional Leave -

9. Overtime shall not be paid for hours worked in excess of seven hours per day and no compensatory leave shall be allowed for evening, Saturday or Sunday work. In addition, no compensation shall be allowed for time spent in travelling.
10. To compensate for all incidents of employment, including hours worked in excess of seven hours on any day, evening, Saturday or Sunday, and time spent in travelling, home school liaison officers and Aboriginal student liaison officers shall receive:
 - 10.1 an allowance as provided for in paragraph 4.2.1 of clause 5, Allowances, and Schedule 2; and
 - 10.2 six weeks leave per annum in addition to the four weeks annual recreation leave provided in clause 13 of this schedule. The six weeks leave and the four weeks annual recreation leave shall be taken during school vacation periods unless the performance of work required to be done during a school vacation(s) necessitates part of the ten weeks leave to be taken at other time(s) as approved by the Director-General.

Hours and Conditions -

11. Subject to the special conditions contained in this schedule, home school liaison officers and Aboriginal student liaison officers shall enjoy the hours and conditions of employment applying to other non-school based teaching service personnel.
12. The ordinary hours of work, exclusive of meal times, shall be 35 per week to be worked Monday to Friday inclusive and to commence on such days at or after 8.00am and conclude on or before 6.00pm. Provided that, where required, a home school liaison officer or Aboriginal student liaison officer shall be required to work beyond these normal hours on weekdays and to work on weekends.
13. Annual recreation leave shall accrue at the rate of four weeks per year.
14. Notwithstanding that an officer, on appointment as a home school liaison officer or Aboriginal student liaison officer, may not comply with the service requirement included in the definition of a transferred officer contained in Determination No.1/2001, titled the Transferred Officers Compensation Determination or its successor determination, but otherwise finds it necessary to move their residence as a consequence of the appointment, the officer shall be deemed a transferred officer for the purposes of Determination No.1/2001 or its successor determination.
15. An officer appointed as a home school liaison officer is eligible to apply for and accept appointment to any advertised Teaching Service position.

Subsequent Employment -

Home School Liaison Officers -

16. An officer appointed as a home school liaison officer shall, on completion of the period of the appointment, be eligible and required to transfer to a teaching position.
17. A person other than an officer appointed as a home school liaison officer shall, on completion of the period of their appointment, be appointed, pursuant to Section 47 of the Teaching Service Act as a permanent teacher. Provided that if the person holds a Teachers Certificate this permanent appointment shall not be probationary as provided for in Section 48 of the Teaching Service Act. Provided further that all persons appointed as home school liaison officers shall be given a permanent appointment as a teacher as provided for above in priority to all other persons on any teacher employment waiting list. Provided always that the home school liaison officer may elect to accept a temporary appointment as a teacher.

Aboriginal Student Liaison Officers -

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

SCHEDULE 9

Special Conditions Covering Teachers at Residential Agricultural High Schools

1. Special Conditions -

- 1.1 The principal, following consultation with a representative nominated by the staff in a residential agricultural high school, shall prepare detailed information on the duties of teachers and the conditions of employment in the school. This information shall include rostered duty requirements, residential requirements and other information that shall assist both new appointments and teachers who may be transferred to the school by the Director-General.
- 1.2 All new teachers at the schools shall be supplied with a copy of this information before accepting appointment to the school.

2. All new vacant positions shall be deemed to be special fitness positions, provided that the Director-General shall retain the right to fill any vacant positions by way of transfer or such other manner as considered appropriate.
3. Subject to the availability of accommodation, all teachers appointed to vacant positions in the schools shall be required to reside on the school site for a minimum period of three years.
4. Following the minimum period referred to in clause 3 of this schedule, and subject to the needs of the school, teachers may apply for a further residence on-site for another two year period. Thereafter a teacher may seek an extension of residency and tenure beyond this two year period.
5. Initial appointment of residential teachers and reappointment of residential teachers to the school after the first or second period of residence on the school site shall be made on an annual basis at the discretion of the principal, with due regard to the needs of the school.
6. A library supervisor shall be appointed to each school for a period of up to 20 hours per week during the school term to supervise the school library at nights and on weekends.

In selecting a library supervisor the principal shall, as he or she considers appropriate, give priority to employing trained teachers.

7. There shall be two head teachers (welfare) appointed to each school on the basis of special fitness.
8. The duties of the head teachers (welfare) shall include:
 - 8.1 undertaking rostered supervision duty;
 - 8.2 responsibility for the organisation and implementation of all aspects of residential supervision within the school;
 - 8.3 implementation of student supervision rosters;
 - 8.4 supervision of teachers on roster duty;
 - 8.5 responsibility for school welfare programs.
9. At each school, one teacher in charge of residential supervision shall be appointed by the principal (consistent with subclause 2.46 of clause 2, Dictionary of the award) to receive the Teacher in Charge of Residential Supervision Allowance as provided for in paragraph 5.5.3 of clause 5, Allowances, and Schedule 2.
10. Educational programs shall be provided for all students at the school, up to and including the last school day of all four school terms.
11. All teachers, including head teachers, but excluding the principal and deputy principal appointed to the school, shall be required to perform, on a roster basis, out of normal teaching hours supervision of students as follows:
 - 11.1 Teachers on a full rostered program shall be required to undertake one rostered duty in every ten days during the designated school year.
 - 11.2 Where the school has more non-resident staff than required to fill the duty roster, staff may be rotated onto the duty roster over a twelve month period to ensure rostered duty is shared by the entire staff and shall be paid the rostered supervision allowance on a pro rata basis.
 - 11.3 There should be, as far as possible, a gender balance related to the needs of the school within the staff roster. Where this is not possible the principal, in consultation with the staff, shall determine the most appropriate staffing roster.

- 11.4 The size and composition of rostered duty teams shall be decided by the principal following consultation with staff at the school. To facilitate a one in ten days roster of a five person duty team, casual teachers or other staff may be employed by the principal where insufficient full time teachers are available, to make up the necessary duty teams.
 - 11.5 Teachers on rostered supervision duty shall be provided with free meals at the school for the duration of their rostered duty.
 - 11.6 Staff on rostered duty shall be entitled to a half hour break during their duty on week days and a one hour break during their duty on weekend days. Such breaks shall be arranged by those rostered on duty to ensure that each person receives a break unless extraordinary circumstances or the exigencies of the school on a particular day makes this impractical. There shall be no requirement to engage casual labour as a result of staff taking such breaks.
12. A rostered supervision allowance as provided for in paragraph 5.5.1 of clause 5, Allowances, and Schedule 2 shall be paid on the basis that:
 - 12.1 Teachers at the school are required to undertake rostered duties on the basis of one duty every ten days during the school year.
 - 12.2 Rostered supervision duty for all teachers on the duty team (whether resident or non-resident) involves an on call period following the conclusion of active duty. This on call period shall operate from approximately 11.00pm to 7.00am. The on call duty may require, where accommodation is available, that any member of a duty team stay overnight on the school site.
 - 12.3 During the on call period there shall be a minimum of two teachers (excluding the principal and deputy principal but including at least one member of the rostered duty team) in residence at the school on each night during the school year to respond to emergencies and any supervisory requirements as necessary. This would normally include one residential member of the rostered duty team and one other member of the residential staff. If a member of the residential staff is not available, then a non-residential member of staff shall remain on-site. All other members of the duty team rostered on any day shall, however, remain on call.
 - 12.4 Teachers who are absent on leave for one term or more shall lose a pro rata proportion of the rostered supervision allowance. Similarly, a teacher who commences duty at the school other than in the first week of Term one shall be paid the rostered supervision allowance on a pro rata basis on the amount of supervision actually performed in that school year.
 - 12.5 Should a teacher be sick on any day on which a rostered duty falls, then for the first two such days in any year the teacher shall be entitled to be paid.
 13. An additional allowance based on the average rate for a rostered duty shall be paid to three volunteer teachers at the school to supervise students returning following the Christmas, Terms one, two and three vacations and compulsory leave weekends. This duty shall commence from 3.00pm on the day preceding the commencement of school until 7.00am the next day.
 14. The head teacher (welfare) shall be paid in addition to the rostered supervision allowance a residential supervision allowance as provided for in paragraph 5.5.2 of clause 5, Allowances, and Schedule 2.
 15. Teacher trained library supervisors shall be remunerated at an hourly casual teacher rate. The hourly casual teacher rate shall be calculated on the basis of the daily casual teacher in schools rate divided by six. This rate is loaded to be inclusive of sick leave, family and community service leave, special leave and leave loading.
 16. The Department Shall Investigate Providing:
 - 16.1 Further accommodation for teaching staff at the schools. In the event of the head teacher (welfare) being single, accommodation to the level provided to other single resident teachers shall be provided.

- 16.2 Subject to the availability of funds, additional married accommodation at the schools.
17. Teachers in residential accommodation on-site in the school shall be provided with free board and lodging, including laundry and utilities.
18. All teachers in other accommodation (including executive staff) shall be required to clean their accommodation and undertake their own laundry and pay appropriate rental where payment of rental presently applies.

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

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES WAGES STAFF (RATES OF PAY) AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council and others.

(Nos. IRC 977, 983, 991, 1000, and 1539 of 2008)

Before The Honourable Justice Boland, President

24 March 2009

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
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PART A

- | | |
|-----|------------------------------------|
| 1. | Arrangement |
| 2. | Title |
| 3. | Coverage |
| 4. | No Extra Claims |
| 5. | Wages and Allowances |
| 6. | Facilitative Arrangement |
| 7. | Salary Packaging Arrangements |
| 8. | Carer's Leave |
| 9. | Anti-Discrimination |
| 10. | Dispute Resolution Procedures |
| 11. | Deduction of Union Membership Fees |
| 12. | Area, Incidence and Duration |

Schedule A - List of Awards and Agreements Affected

PART B

MONETARY RATES

Schedule B - Rates of Pay

Schedule C - Work Related Allowances

Schedule D - Expense Related Allowances

2. Title

This award shall be known as the Crown Employees Wages Staff (Rates of Pay) Award 2008.

3. Coverage

The provisions of this award shall apply to officers, departmental temporary employees and casual employees employed by the Government of NSW under the *Public Sector Employment and Management Act 2002* who are covered by the provisions of the awards and agreements set out at Schedule A of this Award (with the exception of the New South Wales Health Service, New South Wales Ambulance Service and Division of Analytical Laboratories).

4. No Extra Claims

- (i) This Award provides rates of pay increases to the instruments listed at Schedule A of 4% with effect from the first full pay period to commence on or after 1 July 2008, 1 July 2009 and 1 July 2010.
- (ii) These rates of pay increases are provided following the agreement contained in the Memorandum of Understanding, entered into on 23 March 2009 between:

the New South Wales Government,

Unions NSW,

Australian Workers Union, New South Wales,

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch,

Construction, Forestry, Mining, Energy Union, New South Wales Branch,

Electrical Trades Union of Australia, New South Wales Branch,

Liquor, Hospitality and Miscellaneous Union, New South Wales Branch,

The New South Wales Plumbers and Gasfitters Employees' Union and

Transport Workers' Union of New South Wales .

- (iii) The increases provided by this Award are given on the basis that there shall be no further claims for enhancements to wage or salary rates, allowances or other conditions during the term of the Memorandum of Understanding, referred to in subclause 4(ii).

5. Wages and Allowances

- (i) Wage rates and allowances are set out in Part B.
- (ii) The wage increases referred to in clause 4(i) of this award shall only be paid to those employees who are employed as at the date of the making of this award.
- (iii) The increases referred to in clause 4(i) of this award do not apply to expense related allowances as set out in Schedule D of Part B.

6. Facilitative Arrangement

- (i) The purpose of this arrangement is to facilitate agency level bargaining on classification structures.
- (ii) Specifically, the industrial parties are committed to the introduction of classification structures which provide a career path for trades and wages staff, recognise the importance of training and provide for appropriate progression. These arrangements are to be developed on an agency by agency basis. The parties at the sector-wide level are to establish minimum standards to include in the Crown Employees Wages Staff Rates of Pay Award.
- (iii) Further achievement of agency level outcomes should be achieved through:
 - (a) Each agency that has not implemented a skills based classification structure is to establish a joint union and management committee.
 - (b) Where applicable, the Director of Public Employment and Unions NSW may seek quarterly progress reports on agency level committee negotiations.

- (c) The committee is to consider the existing arrangements in an agency, review the arrangements achieved already in other agencies, and establish negotiation parameters including:
 - (1) the development of level descriptors;
 - (2) identification of structured training for the purposes of the level descriptors; and
 - (3) translation of existing staff into any new structure.
- (d) It is anticipated that agency level committees will complete their negotiations by the making of appropriate agency level industrial instruments. Such agency level arrangements will be reviewed by Unions NSW and the Director of Public Employment to establish minimum standards in the sector-wide Wages Staff Rates of Pay Award.
- (e) The usual Dispute Resolution procedures as set out in Clause 10 will be followed by the industrial parties in the context of these negotiations.
- (f) Should the agency level bargaining not be likely to be settled by the wages unions claim for a particular agency, then either party may seek the assistance of the Industrial Relations Commission of NSW through either conciliation and/or arbitration.

7. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- (i) The entitlement to salary package in accordance with this clause is available to:
 - (a) permanent full-time and part-time employees;
 - (b) temporary employees, subject to the Department or agency's convenience; and
 - (c) casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause (vii).
- (ii) For the purposes of this clause:
 - (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 5, Wages and Allowances, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- (iii) By mutual agreement with the Director of Public Employment (DPE), an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
 - (a) a benefit or benefits selected from those approved by the DPE; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the DPE for the benefit provided to or in respect of the employee in accordance with such agreement.
- (iv) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (v) The agreement shall be known as a Salary Packaging Agreement.

- (vi) Except in accordance with subclause (vii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the DPE at the time of signing the Salary Packaging Agreement.
- (vii) Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
 - (a) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the Department or agency's agreement, paid into another complying superannuation fund.
- (viii) Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- (ix) Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
 - (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,the employee's Department or agency must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- (x) Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause (ix) of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- (xi) Where the employee makes an election to salary package:
 - (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 5, Wages and Allowances, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- (xii) The DPE may vary the range and type of benefits available from time to time following discussion with the Unions NSW and unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.

- (xiii) The DPE will determine from time to time the value of the benefits provided following discussion with the Unions NSW and unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

8. 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 subparagraph 8(i)(c)(2) shall be entitled to use, in accordance with this subclause, any sick leave accruing from 1 January 1998 for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (1) the employee being responsible for the care of the person concerned; and
- (2) the person concerned being:
- (i) a spouse of the employee; or
- (ii) a de facto spouse, who, in relation to the employee, is a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee 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 child), 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 subparagraph:
- "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
- "affinity" means a relationship that one spouse because of marriage has to the relatives of the other; and
- "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 the absence.
- (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 subparagraph 8(i)(c)(2) who is ill.

(iii) Annual Leave:

- (a) An employee may elect, with the consent of the employer, subject to annual leave provisions applicable to employees covered by this award, 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 8(iii)(a) above, shall be exclusive of any shutdown period provided for elsewhere under the industrial instruments covered by this award.
- (c) Where applicable, an employee and employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

(iv) Time Off in Lieu of Payment for Overtime:

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph 8(iv)(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- (d) Where no election is made in accordance with the said paragraph 8(iv)(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.

(vi) Bereavement Leave:

- (a) An employee other than a casual employee shall be entitled to up to two days Bereavement Leave without deduction of pay on each occasion of the death of a member of a class of person set out in subparagraph 8(i)(c)(2) above.
- (b) The employee must notify the employer as soon as practicable of the intention to take Bereavement Leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (c) Bereavement Leave shall be available to the employee in respect of the death of a person in relation to whom the employee could have utilised Carer's Leave as prescribed by this clause. The employee need not have been responsible for the care of the person concerned to be eligible for Bereavement Leave as prescribed in this subclause.
- (d) An employee shall not be entitled to Bereavement Leave under this clause during any period in respect of which the employee has been granted other leave.
- (e) Bereavement leave may be taken in conjunction with any other leave available to employees. Where such other available leave is to be taken in conjunction with Bereavement Leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

9. 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 that, 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

Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

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."

10. Dispute Resolution Procedures

Subject to the provisions of the *Industrial Relations Act 1996*, all disputes relating to the provisions of this Award shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:

- (i) Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the staff member and the immediate supervisor.
- (ii) If the matter is not resolved at this level, it will be further discussed between the staff member and the union delegate/employees representative and the employer.
- (iii) If no agreement is reached within a reasonable time period, the union or the employees representative will discuss the matter with the staff member's nominated representative.
- (iv) While the foregoing procedure is being followed, work shall continue normally. No part shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.

- (v) Should the matter still not be resolved within a reasonable time period, it may be referred to the Industrial Relations Commission of New South Wales for settlement by either party.

11. Deduction of Union Membership Fees

- (i) The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (ii) The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (iii) Subject to 11(i) and (ii) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from employee's pay shall be forwarded regularly to the union together with the necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

12. Area, Incidence and Duration

The provisions of this Award shall apply to officers, departmental temporary employees and casual employees employed by the Government of NSW under the *Public Sector Employment and Management Act 2002* in classifications covered by the provisions of the awards and agreements set out at Schedule "A" of this Award (with the exception of the New South Wales Health Service, New South Wales Ambulance Service and Division of Analytical Laboratories) and will not apply to employees covered by the Zoological Parks Board of New South Wales Wages Employees' Award.

This award rescinds and replaces the Crown Employees Wages Staff (Rates of Pay) Award 2007 published 31 August 2007 (363 I.G. 593).

This Award shall take effect from the beginning of the first full pay period to commence on or after 1 July 2008 and shall remain in force until 30 June 2011.

SCHEDULE A - LIST OF AWARDS AND AGREEMENTS AFFECTED BY THE CROWN EMPLOYEES WAGES STAFF (RATES OF PAY) AWARD 2008

1. Building and Construction Industry (State) Award
2. Crown Employees (Security and General Services) Award
3. Crown Employees (Skilled Trades) Award
4. Crown Employees (Transport Drivers, &C) Award
5. Farm Assistants (Department of Education and Training) Wages and Conditions Award
6. Gangers (State) Award
7. Surveyors' Field Hands (State) Award

8. Crown Employees (New South Wales Fire Brigades - Maintenance, Construction and Miscellaneous Staff) Award
9. General Construction and Maintenance, Civil and Mechanical Engineering &C. (State) Award
10. Technical and Further Education Commission of New South Wales - Security Employees - Wages and Conditions Award
11. TAFE Commission of NSW, Home Science Assistants, Agreement No. 2342 of 1981
12. Crown Employees (Household Staff - Department of Education and Training) Wages and Conditions Award
13. New South Wales TAFE Commission (Graphic Arts Section, Sydney Institute) Wages and Conditions Award
14. Crown Employees (Museum of Applied Arts and Sciences Electrical Preparators) Award 2001
15. Crown Employees Conservation Field Officers Department of Lands, Department of Water and Energy, Department of Environment and Climate Change and State Water Corporation Award
16. Household Employees, Establishments, Departments of Agriculture, Education, Technical and Further Education, Leisure, Sport and Tourism and Government Accommodation Houses, Colleges of Advanced Education Agreement No. 2431 of 1982.
17. Crown Employees (Department of Environment and Climate Change - Royal Botanic Gardens, Building and Mechanical Trades Staff) Award

PART B

MONETARY RATES

SCHEDULE B - RATES OF PAY

Crown Employees (Security And General Services) Award - Rates Of Pay

Clause 7 Rates of Pay Classification	Per week as at 1.7.07 + 4% \$	Per week as at 1.7.08 + 4% \$	Per week as at 1.7.09 + 4% \$	Per week as at 1.7.10 + 4% \$
Security Officer				
Grade 1	668.60	695.30	723.10	752.00
Grade 2	691.90	719.60	748.40	778.30
Grade 3	723.60	752.50	782.60	813.90
General Services Officer				
Grade 1	596.50	620.40	645.20	671.00
Grade 2	648.00	673.90	700.90	728.90
Grade 3	668.60	695.30	723.10	752.00
Part-time Employees - General Services Officer				
Grade 2 (Cleaners)	18.43	19.17	19.94	20.74

Application to school based employees of Department of Education and Training

Clause 7 Rates of Pay Classification		Per week as at 1.7.07 + 4% \$	Per week as at 1.7.08 + 4% \$	Per week as at 1.7.09 + 4% \$	Per week as at 1.7.10 + 4% \$
Security Officer					

Grade 1		720.50	749.30	779.30	810.50
Grade 2		745.70	775.50	806.50	838.80

Application to employees of New South Wales TAFE Commission

Clause 7 Rates of Pay Classification		Per week as at 1.7.07 + 4% \$	Per week as at 1.7.08 + 4% \$	Per week as at 1.7.09 + 4% \$	Per week as at 1.7.10 + 4% \$
General Services Officer					
Grade 2		698.30	726.20	755.20	785.40

Crown Employees (Skilled Trades) Award - Rates Of Pay

Classification - Clause 3. All up Rate - includes Industry Allowance, Special loading, Trade Allowance	Amount per week as at			
	1.7.07 + 4% \$	1.7.08 + 4% \$	1.7.09 + 4% \$	1.7.10 + 4% \$
Bespoke Bootmaker	705.00	733.20	762.50	793.00
Blacksmith	771.10	801.90	834.00	867.40
Body Maker, First Class	763.20	793.70	825.40	858.40
Boilermaker and/or Structural Steel Tradesperson	763.20	793.70	825.40	858.40
Boot or Shoe Repairer	691.90	719.60	748.40	778.30
Bricklayer	763.20	793.70	825.40	858.40
Bridge and Wharf Carpenter	763.20	793.70	825.40	858.40
Cabinet Maker	792.20	823.90	856.90	891.20
Carpenter and/or Joiner	763.20	793.70	825.40	858.40
Coach and/or Spray Painter	763.20	793.70	825.40	858.40
Drainer	771.10	801.90	834.00	867.40
Electrical Fitter	814.00	846.60	880.50	915.70
Electrical Instrument Fitter	852.40	886.50	922.00	958.90
Electrical Mechanic	814.00	846.60	880.50	915.70
Electrician in Charge of Plant having a capacity of 75 Kilowatts or more	868.00	902.70	938.80	976.40
Electrician in Charge of Plant having a capacity of less than 75 Kilowatts	829.00	862.20	896.70	932.60
Electronics Tradesperson	935.20	972.60	1011.50	1052.00
Farrier	771.10	801.90	834.00	867.40
Fitter	763.20	793.70	825.40	858.40
Forger and/or Faggoter	763.20	793.70	825.40	858.40
French Polisher	792.20	823.90	856.90	891.20
Machinist, A Grade (Woodworking)	763.20	793.70	825.40	858.40
Machinist, First Class (Metal Trades)	777.10	808.20	840.50	874.10
Marker-off	771.10	801.90	834.00	867.40
Mechanical Tradesperson - Special Class (as defined)	806.00	838.20	871.70	906.60
Motor Mechanic	763.20	793.70	825.40	858.40
Painter	763.20	793.70	825.40	858.40
Panel Beater	763.20	793.70	825.40	858.40
Patternmaker	786.30	817.80	850.50	884.50
Plant Electrician	859.20	893.60	929.30	966.50
Plant Mechanic	763.20	793.70	825.40	858.40
Plasterer	763.20	793.70	825.40	858.40
Plumber and/or Gasfitter	771.10	801.90	834.00	867.40
Radio Mechanic or Fitter	814.00	846.60	880.50	915.70
Refrigeration and/or Air Conditioning	814.00	846.60	880.50	915.70

Saw Doctor	814.00	846.60	880.50	915.70
Sawyer, No. 1 Benchperson	777.10	808.20	840.50	874.10
Scalemaker and/or Adjuster	763.20	793.70	825.40	858.40
Scientific Instrument Maker	786.30	817.80	850.50	884.50
Sewing Machine Mechanic	763.20	793.70	825.40	858.40
Sheetmetal Worker, First Class	763.20	793.70	825.40	858.40
Shipwright and/or Boatbuilder	763.20	793.70	825.40	858.40
Signwriter	786.30	817.80	850.50	884.50
Slater and Tiler	763.20	793.70	825.40	858.40
Stonemason	763.20	793.70	825.40	858.40
Stonemason-Carver	814.00	846.60	880.50	915.70
Tilelayer	763.20	793.70	825.40	858.40
Toolmaker	786.30	817.80	850.50	884.50
Toolsmith	771.10	801.90	834.00	867.40
Trimmer (Motor)	763.20	793.70	825.40	858.40
Turner	763.20	793.70	825.40	858.40
Watchmaker	749.50	779.50	810.70	843.10
Welder, Special Class	771.10	801.90	834.00	867.40
Welder, First Class	763.20	793.70	825.40	858.40

Application to employees of New South Wales TAFE Commission

Clause 7 - Rates of Pay Classification	Per week as at 1.7.07 + 4% \$	Per week as at 1.7.08 + 4% \$	Per week as at 1.7.09 + 4% \$	Per week as at 1.7.10 + 4% \$
Carpenter/Joiner	822.80	855.70	889.90	925.50
Electrical Fitter	877.70	912.80	949.30	987.30
Electrical Mechanic	877.70	912.80	949.30	987.30
Fitter	822.80	855.70	889.90	925.50
Machinist, A Grade (Woodworking)	822.80	855.70	889.90	925.50
Mechanical Tradesperson - Special Class	868.70	903.40	939.50	977.10
Motor Mechanic	822.80	855.70	889.90	925.50
Painter	822.80	855.70	889.90	925.50
Plumber	830.90	864.10	898.70	934.60
Saw Doctor	877.70	912.80	949.30	987.30
Turner	822.80	855.70	889.90	925.50

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

(i)

Four Year Term	Per week as at 1.7.07 + 4% \$	Per week as at 1.7.08 + 4% \$	Per week as at 1.7.09 + 4% \$	Per week as at 1.7.10 + 4% \$
1st year	329.90	343.10	356.80	371.10
2nd year	434.20	451.60	469.70	488.50
3rd year	556.20	578.40	601.50	625.60
4th year	641.50	667.20	693.90	721.70

Wages for apprentices employed by Department of Education and Training

Four Year Term	Per week as at 1.7.07 + 4% \$	Per week as at 1.7.08 + 4% \$	Per week as at 1.7.09 + 4% \$	Per week as at 1.7.10 + 4% \$
1st year	355.90	370.10	384.90	400.30
2nd year	468.10	486.80	506.30	526.60
3rd year	599.70	623.70	648.60	674.50
4th year	691.90	719.60	748.40	778.30

Wages for apprentices employed by New South Wales TAFE Commission

Four Year Term	Per week as at 1.7.07 + 4% \$	Per week as at 1.7.08 + 4% \$	Per week as at 1.7.09 + 4% \$	Per week as at 1.7.10 + 4% \$
1st year	355.90	370.10	384.90	400.30
2nd year	468.10	486.80	506.30	526.60
3rd year	599.70	623.70	648.60	674.50
4th year	691.90	719.60	748.40	778.30

- (ii) An apprentice who has passed the prescribed annual technical college examinations for the preceding year shall be paid an additional weekly allowance of \$1.00. Payment of this allowance is subject to a satisfactory report as to conduct, punctuality and workshop progress by his/her supervisor. Such additional allowance shall be payable from the beginning of the first pay period commencing in January following the examinations.
- (iii) An apprentice who, in any year fails to complete a subject or subjects but completes them concurrently with passing the succeeding year's examinations, shall be deemed to qualify for payment of the allowance specified in this subclause for the succeeding year as if he had not initially failed to complete the subject or subjects
- (iv) All wages shall be paid on a weekly basis: It shall be an implied term of any contract of apprenticeship that the employing Authority may deduct from the weekly wage of an apprentice an amount proportionate to the time lost by an apprentice for any reason not considered satisfactory to the employing Authority.
- (v) Apprentice patternmakers shall be paid the sum of \$1 per week in addition to the wage rates prescribed for apprentices in subclause (i).

CROWN EMPLOYEES (TRANSPORT DRIVERS, &c.) AWARD - RATES OF PAY

Clause 2 Wages	Classification	Weekly Rate FFPP			
		1.7.07 + 4% \$	1.7.08 + 4% \$	1.7.09 + 4% \$	1.7.10 + 4% \$
1. Drivers of motor wagons - having a manufacturer's gross vehicle mass in kilograms					
(a)	Up to 295 -	686.20	686.2	713.6	742.2
(b)	Over 2950 and up to 4650	691.90	691.9	719.6	748.4
(c)	Over 4650 and up to 6250	697.60	697.6	725.5	754.5
(d)	Over 6250 and up to 7700	697.60	697.6	725.5	754.5
(e)	Over 7700 and up to 9200	705.00	705	733.2	762.5
(f)	Over 9200 and up to 10800	705.00	705	733.2	762.5
(g)	Over 10800 and up to 12350	711.00	711	739.4	769.0
(h)	Over 12350 and up to 13950	711.00	711	739.4	769.0
(i)	Over 13950 and up to 15500	716.60	716.6	745.3	775.1
(j)	Over 15500 and up to 16950	723.60	723.6	752.5	782.6
(k)	Over 16950 and up to 18400	723.60	723.6	752.5	782.6

(l)	Over 18400 and up to 19750	723.60	723.6	752.5	782.6
(m)	Over 19750 and up to 21100	723.60	723.6	752.5	782.6
(n)	Over 21100 and up to 22450	729.20	729.2	758.4	788.7
(o)	Over 22450 and up to 23850	729.20	729.2	758.4	788.7
(p)	Over 23850 and up to 25200	729.20	729.2	758.4	788.7
(q)	Over 25200 and up to 26550	736.30	736.3	765.8	796.4
(r)	Over 26550 and up to 27900	736.30	736.3	765.8	796.4
(s)	Over 27900 and up to 29300	736.30	736.3	765.8	796.4
(t)	Over 29300 and up to 30650	736.30	736.3	765.8	796.4
(u)	Over 30650 and up to 32000	655.30	655.3	681.5	708.8
(v)	Over 32000 and up to 33350	655.30	655.3	681.5	708.8
(w)	Over 33350 and up to 34750	749.50	749.5	779.5	810.7
(x)	Over 34750 and up to 36100	749.50	749.5	779.5	810.7
(y)	Over 36100 and up to 37450	749.50	749.5	779.5	810.7
(z)	Over 37450 and up to 38800	749.50	749.5	779.5	810.7
(aa)	Over 38800 and up to 40200	756.90	756.9	787.2	818.7
(ab)	Over 40200 and up to 41550	756.90	756.9	787.2	818.7
(ac)	Over 41550 and up to 42900	756.90	756.9	787.2	818.7
(ad)	Over 42900 and up to 44250	763.20	763.2	793.7	825.5
(ae)	Over 44250 and up to 45650	763.20	763.2	793.7	825.5

2. Drivers of mobile cranes - employed in connection with the carriage and delivery of goods, merchandise and the like and/or in the performance of work incidental to the loading, unloading, handling and/or placement of goods - where the mobile crane has a lifting capacity in kilograms

(a)	Up to and not exceeding 3050	697.60	725.50	754.50	784.70
(b)	Over 3050 and not exceeding 5100	705.00	733.20	762.50	793.00
(c)	Over 5100 and not exceeding 6100	711.00	739.40	769.00	799.80
(d)	Over 6100 and not exceeding 7100	711.00	739.40	769.00	799.80
(e)	Over 7100 and not exceeding 8100	711.00	739.40	769.00	799.80
(f)	Over 8100 and not exceeding 9150	711.00	739.40	769.00	799.80
(g)	Over 9150 and not exceeding 10150	716.60	745.30	775.10	806.10
(h)	Over 10150 and not exceeding 11200	716.60	745.30	775.10	806.10
(i)	Over 11200 and not exceeding 12200	716.60	745.30	775.10	806.10
(j)	Over 12200 and not exceeding 13200	723.60	752.50	782.60	813.90
(k)	Over 13200 and not exceeding 14200	723.60	752.50	782.60	813.90
(l)	Over 14200 and not exceeding 15250	723.60	752.50	782.60	813.90
(m)	Over 15250 and not exceeding 16250	723.60	752.50	782.60	813.90
(n)	Over 16250 and not exceeding 17250	729.20	758.40	788.70	820.20
(o)	Over 17250 and not exceeding 18300	729.20	758.40	788.70	820.20
(p)	Over 18300 and not exceeding 19300	729.20	758.40	788.70	820.20
(q)	Over 19300 and not exceeding 20300	729.20	758.40	788.70	820.20

(r)	Over 20300 and not exceeding 21350	736.30	765.80	796.40	828.30
(s)	Over 21350 and not exceeding 22350	736.30	765.80	796.40	828.30
(t)	Over 22350 and not exceeding 23350	736.30	765.80	796.40	828.30
(u)	Over 23350 and not exceeding 24400	736.30	765.80	796.40	828.30
(v)	Over 24400 and not exceeding 25500	736.30	765.80	796.40	828.30
(w)	Over 25500 and not exceeding 26400	736.30	765.80	796.40	828.30
(x)	Over 26400 and not exceeding 27450	736.30	765.80	796.40	828.30
(y)	Over 27450 and not exceeding 28450	742.10	771.80	802.70	834.80
(z)	Over 28450 and not exceeding 29450	742.10	771.80	802.70	834.80
(aa)	Over 29450 and not exceeding 30500	742.10	771.80	802.70	834.80
And for each additional 1000 kg or part thereof over - 33 cents 3. Drivers of fork lifts - of a capacity					
(a)	Up to 4500 kg	697.60	725.50	754.50	784.70
(b)	Over 4500 to 9100	711.00	739.40	769.00	799.80
(c)	Over 9100 kg	716.60	745.30	775.10	806.10
4. Drivers of prime movers - where the crane has a lifting capacity of					
(a)	Up to 20350 kg	705.00	733.20	762.50	793.00
(b)	Over 20350 kg	723.60	752.50	782.60	813.90
5.	Extra Hands	686.20	713.60	742.10	771.80

FARM ASSISTANTS (DEPARTMENT OF EDUCATION AND TRAINING) WAGES AND CONDITIONS AWARD - RATES OF PAY

Clause 9 Wages	From 1.7.07 + 4% \$	From 1.7.08 4% \$	From 1.7.09 4% \$	From 1.7.10 4% \$
*Including Industry Allowance, Disability Allowance and Inclement Weather allowance				
Farm Assistant Class I	704.80	733.00	762.30	792.80
Class II	810.50	842.90	876.60	911.70
Flower Gardener	728.10	757.20	787.50	819.00

GANGERS (STATE) AWARD - RATES OF PAY

Clause 2, Rates of Pay	From 1.7.07 + 4% \$	From 1.7.08 4% \$	From 1.7.09 4% \$	From 1.7.10 4% \$
#Classification *Includes Industry allowance and Inclement Weather Allowance				
(i) Ganger in charge of gang which includes up to 9 people	806.10	838.30	871.80	906.70
From 10 to 15 people	829.00	862.20	896.70	932.60
16 people or more	844.20	878.00	913.10	949.60

Where gangs employ one or more plant items as defined a Ganger shall be paid for each day or part thereof the following allowance: Up to 3 major plant items	3.32	3.50	3.60	3.70
4 to 5 major plant items	5.72	5.90	6.10	6.30
6 or more major plant items	9.04	9.40	9.80	10.20
(ii) A Ganger in charge of 12 people or more:				
(a) Plate laying - permanent way	859.20	893.60	929.30	966.50
(b) In a tunnel drive or shaft	859.20	893.60	929.30	966.50
(iii) Gangers in Charge - PWD, with more than one gang or ganger	859.20	893.60	929.30	966.50
#(b) Timekeepers who are responsible for than computing payments and allocating costs Less 100 people on the time sheets - on works where cash orders or cheques for advance pay are issued	763.20	793.70	825.40	858.40
Where no cash orders pay cheques for advanced pay are issued	749.50	779.50	810.70	843.10
Assistant or check-timekeeper	736.30	765.80	796.40	828.30
Timekeepers and store-keepers (combined)	749.50	779.50	810.70	843.10
Storekeepers	749.50	779.50	810.70	843.10
#(b) Timekeepers who are responsible for computing payments and allocating costs 100 people or more on the time sheets - On works where cash orders or cheques for advance pay are issued	771.10	801.90	834.00	867.40
Where no cash orders pay cheques for advanced pay are issued	763.20	793.70	825.40	858.40
Assistant or check-timekeeper	749.50	779.50	810.70	843.10
Timekeepers and store-keepers (combined)	763.20	793.70	825.40	858.40
Storekeepers	749.50	779.50	810.70	843.10

SURVEYORS FIELD HANDS (STATE) AWARD - RATES OF PAY

Clause 4 Wages	1.7.07 + 4%	1.7.08 + 4%	1.7.09 + 4%	1.7.10 + 4%
	\$	\$	\$	\$
#(i)(a) Weekly Hands - Instrument hand	705.00	733.20	762.50	793.00
Special Class Field Hand	697.60	725.50	754.50	784.70
First Class Field Hand	668.50	695.20	723.00	751.90
Second Class Field Hand	641.50	667.20	693.90	721.70
Operator of echo-sounding machine	691.90	719.60	748.40	778.30
Camp cook - seven days pw if required	641.50	667.20	693.90	721.70
(b) Daily Hands - The rate for daily hands shall be ascertained by adding the amount as set out in the table to the appropriate total weekly rate and dividing the sum by five	6.18	6.43	6.69	6.96

CROWN EMPLOYEES (NEW SOUTH WALES FIRE BRIGADES - MAINTENANCE, CONSTRUCTION AND MISCELLANEOUS STAFF) AWARD - RATES OF PAY

Clause 3, Rates of Pay #Classification	From 1.7.07 + 4%	From 1.7.08 4%	From 1.7.09 4%	From 1.7.10 4%
	\$	\$	\$	\$
(a) Electrical Department - Automotive Electrical	814.00	846.60	880.50	915.70
Battery Fitter	814.00	846.60	880.50	915.70
Electrical Fitter	814.00	846.60	880.50	915.70

Electrical Mechanic	814.00	846.60	880.50	915.70
Electronic Technician - 1st year	964.70	1003.30	1043.40	1085.10
2nd year	984.50	1023.90	1064.90	1107.50
3rd year	1011.80	1052.30	1094.40	1138.20
4th year	1032.80	1074.10	1117.10	1161.80
Instrument Maker	852.40	886.50	922.00	958.90
Radio Mechanic	814.00	846.60	880.50	915.70
Telephone Mechanic	814.00	846.60	880.50	915.70
Trades Assistant (Electrical Department)	653.70	679.80	707.00	735.30
Labourer-General (Electrical Department)	526.40	547.50	569.40	592.20
(b) Workshops Department - Blacksmith/Welder	771.10	801.90	834.00	867.40
Bodymaker	763.20	793.70	825.40	858.40
Draughtsperson - Detail 1st year	705.00	733.20	762.50	793.00
2nd year	736.30	765.80	796.40	828.30
3rd year	771.10	801.90	834.00	867.40
4th year	814.00	846.60	880.50	915.70
Thereafter	852.40	886.50	922.00	958.90
Welder	771.10	801.90	834.00	867.40
Fitter and/or Turner	742.10	771.80	802.70	834.80
Motor Mechanic	763.20	793.70	825.40	858.40
Motor Trimmer	763.20	793.70	825.40	858.40
Painter (Vehicle)	763.20	793.70	825.40	858.40
Panel Beater	763.20	793.70	825.40	858.40
Signwriter (vehicle)	742.10	771.80	802.70	834.80
Trades Assistant (Mechanical Workshops)	630.70	655.90	682.10	709.40
Labourer-General (Mechanical Workshops)	526.40	547.50	569.40	592.20
(c) Boot Factory - Bootmaker	736.30	765.80	796.40	828.30
(c) Building and Maintenance Dept Draughtsperson Building Services				
1st year	814.00	846.60	880.50	915.70
2nd year	829.00	862.20	896.70	932.60
3rd year	844.20	878.00	913.10	949.60
4th year	859.20	893.60	929.30	966.50
Thereafter	882.80	918.10	954.80	993.00
Plumber	771.10	801.90	834.00	867.40
Bricklayer	763.20	793.70	825.40	858.40
Carpenter	763.20	793.70	825.40	858.40
Painter	763.20	793.70	825.40	858.40
Plasterer	763.20	793.70	825.40	858.40
Labourer-Builders	749.50	779.50	810.70	843.10
(e) Cleaner -	675.40	702.40	730.50	759.70
Stores Assistant	711.00	739.40	769.00	799.80
Sailmaker	742.10	771.80	802.70	834.80
(f) Transport Assistant	756.90	787.20	818.70	851.40
(h) Hose Repair Department: Hose Assembler and Repairer	705.00	733.20	762.50	793.00

**GENERAL CONSTRUCTION AND MAINTENANCE, CIVIL AND MECHANICAL ENGINEERING
&c. (STATE) AWARD - RATES OF PAY**

Clause 3 Wages	From 1.7.07 + 4% \$	From 1.7.08 4% \$	From 1.7.09 4% \$	From 1.7.10 4% \$
* Includes Industry Allowance, Inclement Weather, Follow The Job				

*Classification: (i) Miscellaneous Labour - Construction Worker, Group 1	705.00	733.20	762.50	793.00
Amenities Attendant (including camp);	705.00	733.20	762.50	793.00
Sanitary and/or garbage labour	705.00	733.20	762.50	793.00
Clerical work - labourer	705.00	733.20	762.50	793.00
Fencer	705.00	733.20	762.50	793.00
Flagperson	705.00	733.20	762.50	793.00
General Labourer - not otherwise classified	705.00	733.20	762.50	793.00
Greaser	705.00	733.20	762.50	793.00
Labourer - bending reinforcing steel	705.00	733.20	762.50	793.00
Labourer - planting, spraying and/or lopping Trees	705.00	733.20	762.50	793.00
Labourer tarring bridge and/or other Woodwork	705.00	733.20	762.50	793.00
Labourer - Loading unloading, and/or Stacking materials other than Cement	705.00	733.20	762.50	793.00
Machine person's assistant	705.00	733.20	762.50	793.00
Motor and/or pump attendant	705.00	733.20	762.50	793.00
Pile Driver - top-person	705.00	733.20	762.50	793.00
Pile Pointer, rigger and/or shoer	705.00	733.20	762.50	793.00
Scabblor	705.00	733.20	762.50	793.00
Temporary Buildings - Labourer erecting	705.00	733.20	762.50	793.00
Tip-person and/or Loading Tallyperson	705.00	733.20	762.50	793.00
Tradesmen's Labourer - on construction Work	705.00	733.20	762.50	793.00
Construction Worker, Group 2	742.10	771.80	802.70	834.80
Bricklayer's Labourer	742.10	771.80	802.70	834.80
Cement - Labourer loading, unloading, And/or stacking	742.10	771.80	802.70	834.80
Crane chaser	742.10	771.80	802.70	834.80
Erector structural steel	742.10	771.80	802.70	834.80
Greaser attending machinery cable way Above ground level	742.10	771.80	802.70	834.80
Worker - placing precast blocks and metal Strips	742.10	771.80	802.70	834.80
Strips in re-inforced earth construction	742.10	771.80	802.70	834.80
Machine drill and/or tool sharpener	742.10	771.80	802.70	834.80
Machineperson and/or pneumatic pickperson and/or tamperperson	742.10	771.80	802.70	834.80
Pegperson and/or Employee boning	742.10	771.80	802.70	834.80
Powder Monkey's assistant	742.10	771.80	802.70	834.80
Preload Wire winding machine operator	742.10	771.80	802.70	834.80
Rigger's assistant and/or hemp rope splicer	742.10	771.80	802.70	834.80
Storeperson	742.10	771.80	802.70	834.80
Timberperson up to m in depth	742.10	771.80	802.70	834.80
Construction Worker, Group 3	763.20	793.70	825.40	858.40
Augerperson - pneumatic or electrically Powered augers and/or timber boring Machines	763.20	793.70	825.40	858.40
Frankipile operator	763.20	793.70	825.40	858.40
Pile driver	763.20	793.70	825.40	858.40
Powder monkey	763.20	793.70	825.40	858.40
Scaffolder (certified)	763.20	793.70	825.40	858.40
Timberperson over m in depth	763.20	793.70	825.40	858.40
Wire rope splicer (not being a certified Rigger)	763.20	793.70	825.40	858.40
Construction Worker, Group 4	777.10	808.20	840.50	874.10
Dogperson	777.10	808.20	840.50	874.10
Rigger (certificated) and wire rope splicer	777.10	808.20	840.50	874.10
Construction Worker - Other	777.10	808.20	840.50	874.10
Diver -- Six hour day	814.00	846.60	880.50	915.70
Divers attendant - Six hour day	729.20	758.40	788.70	820.20
Rotary earth digger (auger type) operator - From 48.5 kw to 74.6 kw	716.60	745.30	775.10	806.10

Over 74.6 kw to 111.9 kw	729.20	758.40	788.70	820.20
Over 111.9 kw	749.50	779.50	810.70	843.10
Assistant	624.10	649.10	675.10	702.10
Pile Driver - loading on Sheer legs or Pile Ram up to 30.5 tonnes Lift	771.10	801.90	834.00	867.40
Pile Driver - loading on Sheer legs or Pile Frame over 30.5 tonnes Lift	786.30	817.80	850.50	884.50
Sand Blaster Operator	716.60	745.30	775.10	806.10
Adzeperson, augerperson or sawperson	686.20	713.60	742.10	771.80
Assistant Depotperson	686.20	713.60	742.10	771.80
Axeperson	686.20	713.60	742.10	771.80
Ballast - labourer discharging from punt	686.20	713.60	742.10	771.80
Bankperson - in connection with dredges, Including employees laying or removing Pipes between dredge and shore	686.20	713.60	742.10	771.80
Bridge Foundations - labourer engaged in Boring for (except for machineperson)	686.20	713.60	742.10	771.80
Compressed and/or mastic asphalt Labourer; caulker	686.20	713.60	742.10	771.80
Crusher feeder and sand roller attendant	686.20	713.60	742.10	771.80
Divers pumper	686.20	713.60	742.10	771.80
Flying Fox - labourer	686.20	713.60	742.10	771.80
Forest Devil - labourer	686.20	713.60	742.10	771.80
Labourer - destroying rabbits (if required to provide transport \$1.34 per day extra and \$0.98 pw extra shall be paid for each dog not exceeding two dogs)	686.20	713.60	742.10	771.80
Pole erecting - labourers erecting telegraph Poles, electric light and/or power poles	686.20	713.60	742.10	771.80
Signalperson - cableway	686.20	713.60	742.10	771.80
Turfing, cutting and/or laying including Landscaping on civil engineering Construction sites - labourer engaged in	686.20	713.60	742.10	771.80
Barring down - labourer	686.20	713.60	742.10	771.80
Bridge Carpenters - Labourer (Including demolition work)	686.20	713.60	742.10	771.80
Laboratory Testing Assistant	686.20	713.60	742.10	771.80
Pipe - cement, monier and/or concrete Labourer engaged in the manufacture of	686.20	713.60	742.10	771.80
Pipelayer and/or jointer	686.20	713.60	742.10	771.80
Pipeliner - hand - working inside pipe	686.20	713.60	742.10	771.80
Operator of mobile track drill - Independent rotation	771.10	801.90	834.00	867.40
Wharf preservation operator - (this rate is inclusive of any extra payment for the use of The creosote and working afloat in a scow)	756.90	787.20	818.70	851.40
Labourer using boat - flotsam	814.00	846.60	880.50	915.70
(ii) Youths - At 15 years of age	434.20	451.60	469.70	488.50
At 16 years of age	458.80	477.20	496.30	516.20
At 17 years of age	526.60	547.70	569.60	592.40
#(iii) Concrete Construction, Concrete worker - including floater, Form Erector and/or stripper, jazzerperson and/or tamperperson, concrete cutting or drilling machine operator, kerb and/or gutter layer	742.10	771.80	802.70	834.80
Concrete Finisher	763.20	793.70	825.40	858.40
Concrete kerb finisher & patcher (steel, wooden, rubber or mechanical trowel)	763.20	793.70	825.40	858.40
Central mortar batch plant - operator (this rate is inclusive of any extra payment)	723.60	752.50	782.60	813.90
Central concrete batch plant - weigher and batcher (this rate is inclusive of any extra payment)	749.50	779.50	810.70	843.10

Labourer placing and/or tack welding reinforcing steel	763.20	793.70	825.40	858.40
Labourer bending reinforcing steel to pattern or plan	742.10	771.80	802.70	834.80
Manhole builder	749.50	779.50	810.70	843.10
Pressure grouter	763.20	793.70	825.40	858.40
Pressure grouter's assistant	736.30	765.80	796.40	828.30
Cement gun operator - dry - underground	771.10	801.90	834.00	867.40
Cement gun operator - wet - underground	749.50	779.50	810.70	843.10
Cement gun operator - other	742.10	771.80	802.70	834.80
Assistant Concrete Pump Operator	742.10	771.80	802.70	834.80
#(iv) Underground and Trench Excavation Tunnel Miner	800.30	832.30	865.60	900.20
Tunnel Miner - assisting	749.10	779.10	810.30	842.70
All other labour in tunnelling crew	749.10	779.10	810.30	842.70
Shaft Miner	800.30	832.30	865.60	900.20
Trench labourer - excavating - from 0.9m to 3m deep (when required to use pneumatic machines shall be paid at least machineperson's rates)	686.20	713.60	742.10	771.80
Over 3m to m deep	723.60	752.50	782.60	813.90
Over m to 12.2m deep	749.50	779.50	810.70	843.10
Miner - operating Tunnel Boring Machine	875.30	910.30	946.70	984.60
Miner - attending Tunnel Boring Machine (including all labour, the Other than tradesperson, engaged on work in the tunnel in support of Operation of a Tunnel Boring Machine)	829.00	862.20	896.70	932.60
Concrete Liner in Tunnel	800.30	832.30	865.60	900.20
Mechanical Miner Operator	800.30	832.30	865.60	900.20
(v) Cylinder Sinking - Air Lock Attendant	697.60	725.50	754.50	784.70
Person working in cylinders or caissons with air pressure in earth other than rock, concrete, sandstone and/or strata other than earth less than m deep (25 cents per shift extra for each additional m of depth or part thereof)	686.20	713.60	742.10	771.80
Person working in cylinders or caissons with air pressure in rock, concrete, sandstone and/or strata other than earth less than metre Deep (25cents per shift extra for each additional metre of depth or part thereof)	686.20	713.60	742.10	771.80
Person working in cylinders or caissons without air pressure excavating earth other than rock, concrete, sandstone and/or strata other than earth less than metres deep (25 cents per hour extra Additional metre of depth or part thereof)	686.20	713.60	742.10	771.80
Cylinder sinking - Benoto process - attendant	686.20	713.60	742.10	771.80
#(vi) Irrigation Labourer - boring test or other holes by hand	686.20	713.60	742.10	771.80
Labourer - cutting noxious weeds with hoe	686.20	713.60	742.10	771.80
Labourer - using hand trowels on cement or concrete channels	723.60	752.50	782.60	813.90
Labourer - using shovel for constructing cement channels - known as laying on	723.60	752.50	782.60	813.90
Layer-on of hot mastic asphalt compounds in supply channels, Expansion joints or cracks in concrete channels	686.20	713.60	742.10	771.80
Maintenance persons - in channels	686.20	713.60	742.10	771.80
Painter of layer of bitumen, colfix, laykol or similar substance	686.20	713.60	742.10	771.80
#(vii) Driller - Operator - Shot drilling machine, large (thirty eight hours pw)	742.10	771.80	802.70	834.80
Driller - Operator - Shot drilling machine, large (35 hours pw)	742.10	771.80	802.70	834.80
Driller - Operator - Diamond and/or Shot drilling machine, small	686.20	713.60	742.10	771.80
Driller - Operator's assistant - diamond and/or shot drilling machine, large	691.90	719.60	748.40	778.30

Driller - Operator's assistant - diamond and/or Shot drilling machine, small	691.90	719.60	748.40	778.30
Tamrock DHA 800 Drill Operator	806.10	838.30	871.80	906.70

(Note: Operator setting diamonds and/or keeping safe custody of diamonds shall be paid 5 cents per hour in addition to the above rates).

#(viii) Railway construction - Group A	From 1.7.07 + 4%	From 1.7.08 4%	From 1.7.09 4%	From 1.7.10 4%
	\$	\$	\$	\$
Back bolter	686.20	713.60	742.10	771.80
Boxer-up	686.20	713.60	742.10	771.80
Brakesperson, spragger or spragsperson	686.20	713.60	742.10	771.80
Cutting and/or breaking rails - labourer	686.20	713.60	742.10	771.80
Erector of grade indicators	686.20	713.60	742.10	771.80
Fettler	686.20	713.60	742.10	771.80
Heelperson	686.20	713.60	742.10	771.80
Jackperson (two to be paid alike)	686.20	713.60	742.10	771.80
Labourer erecting stanchions for the overhead wiring for railways	686.20	713.60	742.10	771.80
Linker-in	686.20	713.60	742.10	771.80
Leverperson	686.20	713.60	742.10	771.80
Loading, unloading and/or stacking rails and/or sleepers old and/or new materials - labourer	686.20	713.60	742.10	771.80
Packer on metal roads and/or in yards	686.20	713.60	742.10	771.80
Packers (two) with leverperson on metal roads in gangs of eight or more people	686.20	713.60	742.10	771.80
Packers (two) with leverperson on muck roads in gangs of eight or more people	686.20	713.60	742.10	771.80
Punchperson, hydraulic and/or crowperson	686.20	713.60	742.10	771.80
Rail pressing - labourer	686.20	713.60	742.10	771.80
#(viii) Railway Construction - Group A (cont'd)	686.20	713.60	742.10	771.80
Re-railing and/or re-sleeping labourer	686.20	713.60	742.10	771.80
Sleeper pacer and squarer	686.20	713.60	742.10	771.80
Straightening gang - labourer in	686.20	713.60	742.10	771.80
Group C				
Leader linker-in	736.30	765.80	796.40	828.30
Rail Welder Operators of Track Laying Renewal	736.30	765.80	796.40	828.30
Machines as follows: (i) Sleeper gantry operator	736.30	765.80	796.40	828.30
(ii) Sleeper feed operator	736.30	765.80	796.40	828.30
(iii) Sleeper pick-up operator	736.30	765.80	796.40	828.30
(iv) Rail alignment operator	736.30	765.80	796.40	828.30
Assistant operator Track Tamping Machine	736.30	765.80	796.40	828.30
Operator APan Driver@ Machine, or similar	736.30	765.80	796.40	828.30
Group D				
Operator Ballast Regulating Machine	736.30	765.80	796.40	828.30
Group E				
Operator Track Tamping Machine	771.10	801.90	834.00	867.40
#(ix) Road Construction and Maintenance - Hot mix operator - plant with capacity of under 1,474.2 kg per batch	771.10	801.90	834.00	867.40
Hot mix plant operator - other	749.50	779.50	810.70	843.10
Maintenance labourer	697.60	725.50	754.50	784.70
Bituminous gang labourer	697.60	725.50	754.50	784.70
Tar and/or bituminous labourer - other	686.20	713.60	742.10	771.80
Maintenance patroller	697.60	725.50	754.50	784.70
Field assistant	749.50	779.50	810.70	843.10

Storeperson - including recording catalogue Numbers	749.50	779.50	810.70	843.10
Storeperson - High Rise Operation	771.10	801.90	834.00	867.40
Premix and Asphalt Plant Operator	771.10	801.90	834.00	867.40
Pug Mill rated Capacity under 1,474.2 kg per batch or equivalent	771.10	801.90	834.00	867.40
Pug Mill Rated Capacity over 1,474.2 kg but less than 6,000 kg	786.30	817.80	850.50	884.50
Pug Mill Rated Capacity over 6,000 kg	806.10	838.30	871.80	906.70
Premix and Asphalt, Central Asphalt Depot - Senior Operator	852.40	886.50	922.00	958.90
Stone Handling Plant attendant	692.80	720.50	749.30	779.30
All other attendants at Plant	697.60	725.50	754.50	784.70
Manual Kerb Extruding Machine operator	723.60	752.50	782.60	813.90
Labourers engaged in the erection and placement of steel wire Mattresses	723.60	752.50	782.60	813.90
Labourers engaged in the erection and placement of steel wire Gabions	749.50	779.50	810.70	843.10
Automatic Kerb Extruding, Trimmer and Paver Machine Operator				
(i) 48.5 kw and under	736.30	765.80	796.40	828.30
(ii) over 48.5 kw but less than 97 kw	763.20	793.70	825.40	858.40
Traffic Line Marking - Operator or machine attendant	736.30	765.80	796.40	828.30
Other attendant	711.00	739.40	769.00	799.80
Tow Truck Attendant - Sydney Harbour Bridge Approaches (this rate is inclusive of the shift rate prescribed in subclause (iv))	729.20	758.40	788.70	820.20
Slip Form Concrete Paving Machine Operator	786.30	817.80	850.50	884.50
Curing and Texturing Machine Operator	742.10	771.80	802.70	834.80
(x) The following rates shall apply to employees of the classes specified, employed by the Department of Land & Water Conservation				
Driller - Hand Boring Plant	749.50	779.50	810.70	843.10
Helper - Hand Boring Plant	697.60	725.50	754.50	784.70
Test well borer	697.60	725.50	754.50	784.70
Employees engaged spraying weeds and/or grasses with: chemical Weedicide shall be paid as follows				
Spray Operator	723.60	752.50	782.60	813.90
Labourer cleaning silt pits	686.20	713.60	742.10	771.80
Percussion drill operator - research	806.10	838.30	871.80	906.70
Gemco drill operator - research	771.10	801.90	834.00	867.40
Trainee Channel Attendant	771.10	801.90	834.00	867.40
Artesian and Sub-artesian bores - Assistant - cable tool rigs	668.50	695.20	723.00	751.90
Helpers - cable tool rigs	668.50	695.20	723.00	751.90
Assistants - rotary hammer drill rigs	716.60	745.30	775.10	806.10
Helpers - rotary hammer drill rigs	716.60	745.30	775.10	806.10

**TECHNICAL AND FURTHER EDUCATION COMMISSION OF NEW SOUTH WALES -
SECURITY EMPLOYEES - WAGES AND CONDITIONS AWARD - RATES OF PAY**

Clause 8 Rates of Pay	From 1.7.07 + 4% \$	From 1.7.08 4% \$	From 1.7.09 4% \$	From 1.7.10 4% \$
Full Time Security Officer				
Grade 1	720.50	749.30	779.30	810.50
Grade 2	745.70	775.50	806.50	838.80
Grade 3	779.80	811.00	843.40	877.10

Part-Time Security Officer				
Grade 1 (accruing time for RDOs) (per hour)	19.81	20.60	21.42	22.28
Grade 1 (not accruing time for RDOs) (per hour)	20.86	21.69	22.56	23.46
Grade 2 (accruing time for RDOs) (per hour)	20.52	21.34	22.19	23.08
Grade 2 (not accruing time for RDOs) (per hour)	21.60	22.46	23.36	24.29
Grade 3 (accruing time for RDOs) (per hour)	21.43	22.29	23.18	24.11
Grade 3 (not accruing time for RDOs) (per hour)	22.57	23.47	24.41	25.39

**HOME SCIENCE ASSISTANTS DEPARTMENT OF TECHNICAL AND FURTHER EDUCATION
AGREEMENT 2342 OF 1981 - RATES OF PAY**

Clause 4 - Wages	From 1.7.07 + 4% \$	From 1.7.08 + 4% \$	From 1.7.09 + 4% \$	From 1.7.10 + 4% \$
Home Science Assistant I	649.20	675.20	702.20	730.30

CROWN EMPLOYEES (HOUSEHOLD STAFF - DEPARTMENT OF EDUCATION AND TRAINING) WAGES AND CONDITIONS AWARD - RATES OF PAY

Clause 4 - Wages	From 1.7.07 + 4% \$	From 1.7.08 + 4% \$	From 1.7.09 + 4% \$	From 1.7.10 + 4% \$
Household Staff Grade 1 Kitchen Hand or Useful	596.10	619.90	644.70	670.50
Cleaner	596.10	619.90	644.70	670.50
Room Attendant	596.10	619.90	644.70	670.50
Dining Room Attendant	596.10	619.90	644.70	670.50
Laundry Attendant	596.10	619.90	644.70	670.50
Stores Steward	596.10	619.90	644.70	670.50
Household Staff Grade 2 Butcher (casual)	602.70	626.80	651.90	678.00
Cook (unqualified)	602.70	626.80	651.90	678.00
Household Staff Grade 3 Laundry Supervisor	620.90	645.70	671.50	698.40
Cook (qualified)	620.90	645.70	671.50	698.40
Dining Room Supervisor	620.90	645.70	671.50	698.40
Housekeeper/Cleaning Supervisor	620.90	645.70	671.50	698.40
Household Staff Grade 4 First Cook (qualified)	653.30	679.40	706.60	734.90
Household Staff Grade 5 Catering Supervisor	682.40	709.70	738.10	767.60

**NEW SOUTH WALES TAFE COMMISSION (GRAPHIC ARTS SECTION, SYDNEY INSTITUTE)
WAGES AND CONDITIONS AWARD - RATES OF PAY**

Clause 3 - Rates of Pay	From 1.7.07 + 4% \$	From 1.7.08 + 4% \$	From 1.7.09 + 4% \$	From 1.7.10 + 4% \$
Printing Support Officer				
Level 1	862.30	896.80	932.70	970.00
Level 2	935.70	973.10	1,012.00	1,052.50
Level 3	1,166.90	1,213.60	1,262.10	1,312.60
Level 4	1,312.90	1,365.40	1,420.00	1,476.80
Printing Computer Support Officer	1,166.90	1,213.60	1,262.10	1,312.60

CROWN EMPLOYEES (MUSEUM OF APPLIED ARTS AND SCIENCES ELECTRICAL PREPARATORS) AWARD 2001 - RATES OF PAY

Clause 6- Wage Rates	From 1.7.07 (per year) + 4% \$	From 1.7.08 (per year) 4% \$	From 1.7.09 (per year) 4% \$	From 1.7.10 (per year) 4% \$
Electrical Preparator - Grade 1				
Year 1	45,967	47,806	49,718	51,707
Year 2	47,196	49,084	51,047	53,089
Year 3	48,518	50,459	52,477	54,576
Electrical Preparator - Grade 2				
Year 1	50,356	52,370	54,465	56,644
Year 2	52,324	54,417	56,594	58,858
Senior Electrical Preparator - Grade 1				
Year 1	54,480	56,659	58,925	61,282
Year 2	55,472	57,691	59,999	62,399

CONSERVATION FIELD OFFICERS DEPARTMENT F LANDS, DEPARTMENT OF INFRASTRUCTURE, PLANNING AND NATURAL RESOURCES AND STATE WATER CORPORATION AWARD - RATES OF PAY

Schedule 1 - Wage Rates	From 1.7.07 + 4% \$	From 1.7.08 + 4% \$	From 1.7.09 + 4% \$	From 1.7.10 + 4% \$
Trainee	667.10	693.80	721.60	750.50
Grade I	695.40	723.20	752.10	782.20
Grade II	733.10	762.40	792.90	824.60
Grade III	772.10	803.00	835.10	868.50
Grade IV	793.70	825.40	858.40	892.70
Grade V	838.30	871.80	906.70	943.00
Grade VI	893.60	929.30	966.50	1005.20
Grade VII	938.30	975.80	1014.80	1055.40

HOUSEHOLD EMPLOYEES, ESTABLISHMENTS, DEPARTMENTS OF AGRICULTURE, EDUCATION, TECHNICAL AND FURTHER EDUCATION, LEISURE, SPORT AND TOURISM AND GOVERNMENT ACCOMMODATION HOUSES, COLLEGES OF ADVANCED EDUCATION AGREEMENT NO. 2431 OF 1982 - RATES OF PAY

Weekly Rate FFPP				
	From 1.7.07+ 4% \$	From 1.7.08+ 4% \$	From 1.7.09+ 4% \$	From 1.7.10+ 4% \$
Cook - where one cook is normally employed	649.10	675.10	702.10	730.20
Housemaid	557.20	579.50	602.70	626.80

CROWN EMPLOYEES (DEPARTMENT OF ENVIRONMENT AND CLIMATE CHANGE - ROYAL BOTANIC GARDENS, BUILDING AND MECHANICAL TRADES STAFF) AWARD - RATES OF PAY

Classification	As at 1.7.07 (\$)	As at 1.7.08 (+ 4%) (\$)	As at 1.7.09 (+ 4%) (\$)	As at 1.7.10 (+ 4%) (\$)
Apprentice Year 1 38 hpw	20,684.74	21,512.10	22,372.60	23,267.50
Apprentice Year 2 38 hpw	27,579.65	28,682.80	29,830.10	31,023.30

Apprentice Year 3 38 hpw	34,474.56	35,853.50	37,287.60	38,779.10
Apprentice Year 4 38 hpw	39,071.17	40,634.00	42,259.40	43,949.80
Trades Level 5/6 Yr 1 38 hpw	45,966.00	47,804.60	49,716.80	51,705.50
Trades Level 5/6 Yr 2 38 hpw	47,197.00	49,084.90	51,048.30	53,090.20
Trades Level 5/6 Yr 3 38 hpw	48,519.00	50,459.80	52,478.20	54,577.30
Trades Level 5/6 Yr 4 38 hpw	49,863.00	51,857.50	53,931.80	56,089.10
Trades Level 7 Yr 1 38 hpw	51,278.00	53,329.10	55,462.30	57,680.80
Trades Level 7 Yr 2 38 hpw	52,810.00	54,922.40	57,119.30	59,404.10
Trades Level 7/8 Yr 1 38 hpw	51,278.00	53,329.10	55,462.30	57,680.80
Trades Level 7/8 Yr 2 38 hpw	52,810.00	54,922.40	57,119.30	59,404.10
Trades Level 7/8 Yr 3 38 hpw	54,480.00	56,659.20	58,925.60	61,282.60
Trades Level 7/8 Yr 4 38 hpw	56,701.00	58,969.00	61,327.80	63,780.90

SCHEDULE C

WORK RELATED ALLOWANCES

CROWN EMPLOYEES (SECURITY AND GENERAL SERVICES) AWARD - WORK RELATED ALLOWANCES

Clause 9 - Additional Rates	As at 1.7.07 + 4% \$	As at 1.7.08 + 4% \$	As at 1.7.09 + 4% \$	As at 1.7.10 + 4% \$
(i) Leading Hands Allowance: (per week)				
1 - 5 employees	28.70	29.80	31.00	32.20
6 - 10 employees	32.60	33.90	35.30	36.70
11-15 employees	42.50	44.20	46.00	47.80
16-20 employees	49.00	51.00	53.00	55.10
Over 20 employees - for each employee over 20 an additional 49 cents is paid	49.00	51.00	53.00	55.10
(ii) Qualification allowance (per week)	19.30	20.10	20.90	21.70
(iii) First Aid Allowance (per week)	14.80	15.40	16.00	16.60
(iv) Boiler Attendants Certificate (per week)	12.60	13.10	13.60	14.10
(v) Refrigeration Drivers Certificate (per week)	12.60	13.10	13.60	14.10
(vi) Contingency Allowance (per week)				
1-10 Hours per week	7.90	8.20	8.50	8.80
11 to 25 hours per week	12.30	12.80	13.30	13.80
26 to 38 hours per week	16.40	17.10	17.80	18.50
(vii) Toilet allowance (per week)	9.80	10.20	10.60	11.00
(viii) Multi-Purpose Machines Allowance - per shift	2.38	2.48	2.58	2.68
(ix) Furniture removal allowance - per shift	2.38	2.48	2.58	2.68
(x) Torches - per shift	0.80	0.83	0.86	0.89
(xi) Laundry allowance - per shift	1.64	1.71	1.78	1.85
(xii) Locomotion allowance - per shift	26.20	27.25	28.34	29.47
(xiii) Bicycle allowance - per shift	2.06	2.14	2.23	2.32
Clause 10 (iii)(a)(b) Shift Allowances				
Broken Shifts allowance (per day)	12.04	12.52	13.02	13.54
Excess Fares allowance (per week)	7.70	8.00	8.30	8.60
Clause 13(ii) General Conditions				
Accommodation deduction (per week)	15.00	15.60	16.22	16.87

Application to school based employees of Department of Education and Training

Clause 8 - Additional Rates	As at 1.7.07 + 4% \$	As at 1.7.08 + 4% \$	As at 1.7.09 + 4% \$	As at 1.7.10 + 4% \$
(i) Leading Hands Allowance (per week)				
1 - 5 employees	31.00	32.20	33.50	34.80
6 - 10 employees	35.00	36.40	37.90	39.40
11-15 employees	45.80	47.60	49.50	51.50
16-20 employees	53.00	55.10	57.30	59.60
Over 20 employees - for each employee over 20 an additional 49 cents is paid	53.00	55.10	57.30	59.60
(v) Contingency Allowance (per week)				
1-10 Hours per week	8.50	8.80	9.20	9.60
11 to 25 Hours per week	13.10	13.60	14.10	14.70
26 to 38 Hours per week	17.70	18.40	19.10	19.90

Application to employees of New South Wales TAFE Commission

Clause 8 - Additional Rates	As at 1.7.07 + 4% \$	As at 1.7.08 + 4% \$	As at 1.7.09 + 4% \$	As at 1.7.10 + 4% \$
(i) Leading Hands Allowance (per week)				
1 - 5 employees	31.00	32.20	33.50	34.80
6 - 10 employees	35.00	36.40	37.90	39.40
11-15 employees	45.80	47.60	49.50	51.50
16-20 employees	53.00	55.10	57.30	59.60
Over 20 employees - for each employee over 20 an additional 49 cents is paid	53.00	55.10	57.30	59.60
(iii) First Aid allowance (per week)	16.20	16.80	17.50	18.20
(x) Laundry allowance - per shift	1.84	1.91	1.99	2.07

CROWN EMPLOYEES (SKILLED TRADES) AWARD - WORK RELATED ALLOWANCES

Clause No.	Brief Description	As at 1.7.07 4% \$	As at 1.7.08 4% \$	As at 1.7.09 4% \$	As at 1.7.10 4% \$
4.2	Carpenter Diver (p.w)	222.70	231.60	240.90	250.50
4.4	Electrician who is holder of a NSW electrician's licence: A Grade Licence (p.w.) B Grade Licence (p.w.)	37.00 19.90	38.50 20.70	40.00 21.50	41.60 22.40
4.5	Lead Burner (p.h.)	0.78	0.81	0.84	0.87
4.6	Plumber and Drainer when required to act on: plumbers licence (p.h.) gasfitters licence (p.h.) drainers licence (p.h.) plumbers and gasfitters licence (p.h.) plumbers and drainers licence (p.h.) gasfitters and drainers licence (p.h.) plumbers, gasfitters and drainers licence (p.h.)	0.96 0.96 0.81 1.29 1.29 1.29 1.78	1.00 1.00 0.84 1.34 1.34 1.34 1.85	1.04 1.04 0.87 1.39 1.39 1.39 1.93	1.08 1.08 0.90 1.45 1.45 1.45 2.00
4.7	Holder of Electric Welding [DIRE Certificate] (p.h.)	0.55	0.57	0.59	0.62

4.8	Boot or Shoe Repairer required to repair anatomical, surgical or orthopaedic boots or shoes (p.w.)	20.00	20.80	21.60	22.50
4.9	Shipwright-Boatbuilder, for: Liner Off, Loftsperson and Model Maker (p.h.)	1.03	1.07	1.11	1.16
4.10	Computing quantities (p.d.)	4.36	4.53	4.71	4.90
4.11	Joiner, Public Works and Education Departments: when working at regular place of employment (p.w.) when working away from regular place of employment (p.d.)	34.50 6.90	35.90 7.20	37.30 7.50	38.80 7.80
4.12	Registration allowance (p.h.)	0.75	0.78	0.81	0.84
4.13	Building tradesperson - Marking off/Setting out (p.w.)	0.90	0.94	0.98	1.02
4.14	Cold places: below 0 degree Celsius (p.h.) below minus 7 degrees Celsius (p.h.)	0.59 0.70	0.61 0.73	0.63 0.76	0.66 0.79
4.15	Confined spaces (p.h.)	0.76	0.79	0.82	0.85
4.16	Dirty work (p.h.)	0.59	0.61	0.63	0.66
	For Bridge and wharf carpenter who:				
	uses material or liquid that is injurious to clothes or damages his/her tools (p.h.)	0.59	0.61	0.63	0.66
	is engaged in work where dirt or dust or other foreign matter or refuse has accumulated to become damaging to the clothes or tools or objectionable or injurious to the person. (p.h.)	0.59	0.61	0.63	0.66
	Shipwright Boatbuilder engaged in work as set out in subclause 5.16.2 (v) (p.h.)	0.59	0.61	0.63	0.66
4.17	Height money:				
	7.5 metres from ground, deck, floor or water (p.h.)	0.59	0.61	0.63	0.66
	for every additional 3 metres (p.h.)	0.13	0.14	0.15	0.16
4.18	Hot places: between 46 degrees celsius and 54 degrees celsius (p.h.) exceeds 54 degrees celsius (p.h.)	0.59 0.76	0.61 0.79	0.63 0.82	0.66 0.85
4.19	Handling insulation material (p.h.)	0.76	0.79	0.82	0.85
4.20	Smoke boxes: repairs to smoke-boxes furnace or flues of boilers (p.h.) repairs to and while inside oil fired boilers (p.h.)	0.38 1.48	0.40 1.54	0.42 1.60	0.44 1.66
4.21	Wet places: where water other than rain is falling and required to work in wet clothing or boots (p.h.) when required to work in the rain (p.h.) called upon to work on a raft, open board, punt or pontoon having a freeboard of 305m.m or less (p.d.) called upon to work knee-deep in mud or water (p.d.)	0.59 0.59 2.28 4.70	0.61 0.61 2.37 4.89	0.63 0.63 2.46 5.09	0.66 0.66 2.56 5.29
4.22	Construction or repairs to acid furnaces, stills, towers and all other acid resisting brickwork (p.h.)	3.05	3.17	3.30	3.43

	Construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work (p.h.)	3.05	3.17	3.30	3.43
4.23	Towers allowances: construction exceeding 15 metres in height, and (p.h.) for each additional 15 metres (p.h.)	0.59	0.61	0.63	0.66
4.24	Depth exceeding 3 metres (p.h.)	0.59	0.61	0.63	0.66
4.25	Swing scaffolds: for the first four hours or any portion thereof, and (p.h.) for each hour thereafter (p.h.)	4.39	4.57	4.75	4.94
	Solid plasterers when working off a swing scaffold (p.h.)	0.13	0.14	0.15	0.16
4.26	Spray application (p.h.)	0.58	0.60	0.62	0.64
4.27	Soil pipes (p.h.)	0.76	0.79	0.82	0.85
4.28	Working on second-hand timber (p.d.)	2.36	2.45	2.55	2.65
4.29	Roof work: work in excess of 12 metres from the nearest floor level (p.h.) minimum payment (p.h.)	0.76	0.79	0.82	0.85
4.30	Electric welding (p.h.)	0.21	0.22	0.23	0.24
4.31	Explosive powered tools: employee required to use explosive powered tools (p.d.) bridge and wharf carpenter when required to use these tools (p.d.)	1.44	1.50	1.56	1.62
4.32	Scaffolding rigging (p.h.)	0.59	0.61	0.63	0.66
4.33	Corrective establishments (p.h.) Mental institutions (p.h.) Geriatric hospitals: Allandale, Garrawarra and Strickland Hospitals (p.h.) Geriatric hospitals:- Lidcombe Hospital (p.h.)	1.50	1.56	1.62	1.68
		1.14	1.19	1.24	1.29
		0.43	0.45	0.47	0.49
		0.38	0.40	0.42	0.44
	Work in hot/cold water tanks for the purpose of the control of Legionella Pneumophilia (p.h.)	2.78	2.89	3.01	3.13
4.34	Distant places: in districts as set out in subclause 5.3 (p.d.) in western division of the state (p.d.) within the area as set out in subclause 5.36.3 (p.d.) Bridge and road construction within the area as set out in subclause 4.34.4 (p.d.)	1.14	1.19	1.24	1.29
		1.88	1.96	2.04	2.12
		1.88	1.96	2.04	2.12
		1.08	1.12	1.16	1.21
4.36	Morgues (p.h.)	0.70	0.73	0.76	0.79
4.37	Application of epoxy based materials or materials of a like nature (p.h.) Application of such material in buildings which are normally air conditioned (p.h.)	0.76	0.79	0.82	0.85
		0.52	0.54	0.56	0.58
	Working in close proximity to employees so engaged (p.h.)	0.59	0.61	0.63	0.66
4.38	Bricklayers laying other than standard bricks where block weighs: over 5.5 kg and under 9 kg (p.h.) 9 kg or over and up to 18 kg (p.h.) over 18 kg (p.h.)	0.59	0.61	0.63	0.66
		1.05	1.09	1.13	1.18
		1.66	1.73	1.80	1.87

4.39	Bagging bricks or concrete structures (p.h.)	0.55	0.57	0.59	0.61
4.40	Cleaning down brickwork using acids or other corrosive substances (p.h.)	0.55	0.57	0.59	0.61
4.41	Materials containing asbestos (p.h.)	0.76	0.79	0.82	0.85
4.42	Operation of pneumatic tools of 2.75 kg or over (p.d.)	3.24	3.37	3.50	3.64
4.43	Operation of brick cutting machine (p.h.)	0.76	0.79	0.82	0.85
4.44	Asbestos eradication (p.h.)	2.00	2.08	2.16	2.25
4.45	Employee required to work in an Animal House (p.h.)	0.37	0.38	0.40	0.42
4.46	Employee of Roads and Traffic Authority, Illawarra region working in areas where coal wash is being unloaded, handled or spread (p.h.)	0.59	0.61	0.63	0.66
5	Tool Allowances - Electrical				
	Electrical Fitter	15.00	15.60	16.22	16.87
	Electrical Fitter/Mechanic	15.00	15.60	16.22	16.87
	Electrical Instrument Fitter	15.00	15.60	16.22	16.87
	Electrical Mechanic	15.00	15.60	16.22	16.87
	Electrician in charge of plant having a capacity of less than 75 kilowatts	15.00	15.60	16.22	16.87
	Electronic Tradesperson	15.00	15.60	16.22	16.87
	Electrical Instrument Fitter	15.00	15.60	16.22	16.87
	Plant Electrician	15.00	15.60	16.22	16.87
	Radio Mechanic and Fitter	15.00	15.60	16.22	16.87
	Refrigeration and/or Air Conditioning Mechanic	15.00	15.60	16.22	16.87
6.1	Employee appointed to be in charge of up to and including five employees (p.w)	37.90	39.40	41.00	42.60
6.2	Employee appointed to be in charge of more than five and up to and including ten employees (p.w.)	48.60	50.50	52.50	54.60
6.3	Employee appointed to be in charge of more than ten employees (p.w.)	63.60	66.10	68.70	71.40
15.1	Chokages pipe or pump (p.d.)	6.96	7.24	7.53	7.83
15.2	Fouled equipment (p.d.)	6.96	7.24	7.53	7.83
17.4	First Aid qualifications (p.d.)	2.62	2.72	2.83	2.94

Application to employees of Department of Education and Training

Clause No	Brief Description	As at 1.7.07 + 4% \$	As at 1.7.08 + 4% \$	As at 1.7.09 + 4% \$	As at 1.7.10 + 4% \$
5	Tool Allowances - Electrical				
	Radio Mechanic and Fitter	16.30	17.00	17.70	18.40

Application to employees of New South Wales TAFE Commission

Clause No.	Brief Description	Amount 1.7.07 + 4% \$	Amount 1.7.08 + 4% \$	Amount 1.7.09 + 4% \$	Amount 1.7.10 + 4% \$
4.4	Electrician who is holder of a NSW electrician's licence: A Grade Licence (p.w.)	39.80	41.40	43.10	44.80

4.6	Plumber and Drainer when required to act on: plumbers, gasfitters and drainers licence (p.h.)	1.92	2.00	2.08	2.16
4.12	Registration allowance (p.h.)	0.79	0.82	0.85	0.88
4.15	Confined spaces (p.h.)	0.81	0.84	0.87	0.90
4.16	Dirty work (p.h.)	0.64	0.67	0.70	0.73
4.17	Height money: 7.5 metres from ground, deck, floor or water (p.h.)	0.64	0.67	0.70	0.73
4.19	Handling insulation material (p.h.)	0.81	0.84	0.87	0.90
4.21	Wet places: where water other than rain is falling and required to work in wet clothing or boots (p.h.)	0.64	0.67	0.70	0.73
	where required to work in the rain (p.h.)	0.64	0.67	0.70	0.73
	called upon to work on a raft, open board, punt or pontoon having a freeboard of 305m.m or less (p.d.)	2.52	2.62	2.72	2.83
	called upon to work knee-deep in mud or water (p.d.)	5.08	5.28	5.49	5.71
4.23	Towers allowances: construction exceeding 15 metres in height, and (p.h.)	0.64	0.67	0.70	0.73
	for each additional 15 metres (ph)	0.64	0.67	0.70	0.73
4.27	Soil pipes (p.h.)	0.81	0.84	0.88	0.91
4.29	Roof work: work in excess of 12 metres from the nearest floor level (p.h.)	0.81	0.84	0.87	0.90
4.39	Application of epoxy based Materials or materials of a like Nature (p.h.)	0.81	0.84	0.87	0.90
	Application of such material in Buildings which are normally Air conditioned (p.h.)	0.55	0.57	0.59	0.61
	Working in close proximity to Employees so engaged (p.h.)	0.64	0.67	0.70	0.73
4.43	Materials containing asbestos (p.h.)	0.81	0.84	0.87	0.90
5	Tool Allowances - Electrical				
	Electrical Fitter	16.30	17.00	17.70	18.40
	Electrical Fitter/Mechanic	16.30	17.00	17.70	18.40
	Plant Electrician	16.30	17.00	17.70	18.40
	Radio Mechanic and Fitter	16.30	17.00	17.70	18.40
	Refrigeration and/or Air Conditioning Mechanic	16.30	17.00	17.70	18.40
6.1	Employee appointed to be in charge of up to and including five Employees (p.w.)	41.00	42.60	44.30	46.10
6.2	Employee appointed to be in charge of more than five and up to and including ten employees (p.w.)	52.40	54.50	56.70	59.00
6.3	Employee appointed to be in charge Of more than ten employees (p.w.)	68.30	71.00	73.80	76.80
15.1	Chokages pipe or pump (p.d.)	7.56	7.86	8.17	8.50
17.4	First Aid qualifications (p.d.)	2.78	2.89	3.01	3.13

**FARM ASSISTANTS (DEPARTMENT OF EDUCATION) WAGES AND CONDITIONS AWARD -
WORK RELATED ALLOWANCES**

Clause	Allowance	From 1.7.07 + 4% \$	From 1.7.08 + 4% \$	From 1.7.09 + 4% \$	From 1.7.10 + 4% \$
6. Special Rates					
6.6.1	Tractor operation (per day)	3.58	3.72	3.87	4.02
6.6.2	Truck driving (per day)	3.58	3.72	3.87	4.02
6.6.3	Headers, etc (per day)	3.58	3.72	3.87	4.02
6.7	Broken Shift (per day)	10.84	11.27	11.72	12.19
6.9	Protective Clothing (per hour)	0.58	0.60	0.62	0.64
6.10	First Aid (per day)	2.72	2.83	2.94	3.06

GANGERS (STATE) AWARD - WORK RELATED ALLOWANCES

	From 1.7.07 + 4% \$	From 1.7.08 + 4% \$	From 1.7.09 + 4% \$	From 1.7.10 + 4% \$
Clause 5, Dirt Money - Port Kembla	0.38	0.40	0.42	0.44
Clause 20, Wet Places and Slurry				
(i) wet places (per hour)	0.53	0.55	0.57	0.59
(ii) wet underground workings over 457.2mm (per day)	4.20	4.37	4.54	4.72
wet underground workings - over 914.4mm (per day)	5.00	5.20	5.41	5.63
(iii) slurry (per hour)	0.53	0.55	0.57	0.59
Clause 21. Working in the Rain (per day)	3.02	3.14	3.27	3.40
Clause 26. First Aid				
(ii) first aid allowance (per day)	2.70	2.81	2.92	3.04
Clause 28. Height Money				
Height money (per hour)	0.53	0.55	0.57	0.59

SURVEYORS FIELD HANDS (STATE) AWARD - WORK RELATED ALLOWANCES

Clause 4 Wages	From 1.7.07 + 4% \$	From 1.7.08 + 4% \$	From 1.7.09 + 4% \$	From 1.7.10 + 4% \$
(ii) cook -where more than 7 persons	2.90	3.02	3.14	3.27
(iii) cook - where visitors in camp	3.08	3.20	3.33	3.46
(iv) driving a motor vehicle or motor launch (per day)	2.66	2.77	2.88	3.00
paddocks or unserviced roads (per day)	3.32	3.45	3.59	3.73
(v) hydrographic duties (per day)	2.66	2.77	2.88	3.00
(viii) RTA - Moss systems	3.64	3.79	3.94	4.10
Clause 4, Wet Places (i) working in wet places (per hour)	0.55	0.57	0.59	0.61
Clause 6. Underground Work (per day)	0.68	0.71	0.74	0.77
Clause 37. Working in the Rain (per day)	3.00	3.12	3.24	3.37
Clause 17, First Aid - (iii) first aid duties (per day)	2.58	2.68	2.79	2.90

CROWN EMPLOYEES (NSW FIRE BRIGADES - MAINTENANCE, CONSTRUCTION AND MISCELLANEOUS STAFF) AWARD - WORK RELATED ALLOWANCES

Clause 6, Additional Wage Rates	As at 1.7.07 + 4% \$	As at 1.7.08 + 4% \$	As at 1.7.09 + 4% \$	As at 1.7.10 + 4% \$
(i) Electricians: An electrician who is the holder of - A Grade Licence (per week) B Grade Licence (per week)	36.00 19.40	37.40 20.20	38.90 21.00	40.50 21.80
(ii) Lead Burner - The ordinary rates for lead shall be calculated by adding to the rate prescribed for journey person Plumbers in this award (per hour)	0.67	0.70	0.73	0.76
(iii) (a)Plumber When required to act on a Plumbers Licence (per hour)	0.95	0.99	1.03	1.07
(b) When required to act on a Gasfitters Licence (per hour)	0.95	0.99	1.03	1.07
(c) When required to act on a Drainers Licence (per hour)	0.79	0.82	0.85	0.88
(d) When required to act on a Plumbers and Gasfitters licence (per hour)	1.27	1.32	1.37	1.42
(e) When required to act on a Plumbers and Drainers licence (per hour)	1.27	1.32	1.37	1.42
(f) When required to act on a Gasfitters and Drainers licence (per hour)	1.27	1.32	1.37	1.42
(f) When required to act on a Plumbers, Gasfitters and Drainers Licence (per hour)	1.72	1.79	1.86	1.93
(iv) Electric Welding Certificate (per hour)	0.54	0.56	0.58	0.60
(v) Computing Quantities (per day)	4.26	4.43	4.61	4.79
Clause 7, Leading Hands				
(i) in charge of up to and including 5 Employees (per week)	37.10	38.60	40.10	41.70
(ii) in charge of more than 5 employees and up to and including 10 employees (per week)	47.50	49.40	51.40	53.50
(iii) in charge of more than 10 Employees (per week)	62.00	64.50	67.10	69.80

Clause 10 Fire Equipment Allowance	As at 1.7.07 + 4%		As at 1.7.08 + 4%		As at 1.7.09 + 4%		As at 1.7.10 + 4%	
	Trades Staff \$	Non Trades Staff \$	Trades Staff \$	Non Trades Staff \$	Trades Staff \$	Non Trades Staff \$	Trades Staff \$	Non Trades Staff \$
After completion of one year's continuous service (per week)	6.20	4.60	6.40	4.80	6.70	5.00	7.00	5.20
After completion of two year's continuous service (per week)	12.00	9.30	12.50	9.70	13.00	10.10	13.50	10.50
After completion of three year's continuous service (per week)	18.20	13.70	18.90	14.20	19.70	14.80	20.50	15.40

Clause 11, Special Rates	As at 1.7.07 + 4% \$	As at 1.7.08 + 4% \$	As at 1.7.09 + 4% \$	As at 1.7.10 + 4% \$
(i) Confined Spaces (per hour)	0.73	0.76	0.79	0.82
(ii) Dirty Work (per hour)	0.58	0.60	0.62	0.64
(iii) Height Pay				
(a) Employees working at height of 7.5m (per hour)	0.63	0.66	0.69	0.72
For each additional 3m (per hour)	0.13	0.14	0.15	0.16
(b) Plasterers working on swing Scaffold (per hour)	0.63	0.66	0.69	0.72
(iv) Hot places (per hour)	0.58	0.60	0.62	0.64
(v) Insulation Material - Pumice or other (per hour)	0.58	0.60	0.62	0.64
Silicate (per hour)	0.73	0.76	0.79	0.82
(vi) Wet Places - per hour				
Water other than rain (per hour)	0.58	0.60	0.62	0.64
Plumber in rain (per hour)	0.58	0.60	0.62	0.64
Knee deep water/mud (per day)	4.66	4.85	5.04	5.24
(vii) Swinging Scaffolds				
For the first four hours or any portion thereof, and for each hour thereafter	4.26 0.87	4.40 0.90	4.60 0.94	4.80 0.98
Plasterers Working on swing scaffold (per hour)	0.13	0.14	0.15	0.16
(viii) Spray applications (per hour)	0.59	0.61	0.63	0.66
(ix) Roof work (per hour)	0.73	0.76	0.79	0.82
(x) Electric welding (per hour)	0.21	0.22	0.23	0.24
(xi) Explosive Powered Tools (per day)	1.96	2.04	2.12	2.20
(xii) Scaffolding Rigging (per hour)	0.58	0.60	0.62	0.64
(xvi) Applying Obnoxious Substances epoxy based materials (per hour)	0.73	0.76	0.79	0.82
Not air conditioned (per hour)	0.50	0.52	0.54	0.56
Employees working in close Proximity (per hour)	0.57	0.59	0.61	0.63
(xvii) Painters - burning off paint and applying the first coat (per hour)	0.57	0.59	0.61	0.63
(xviii) Asbestos Eradication (per hour)	1.96	2.04	2.12	2.20
Clause 27, Chokages (p.d. or part of a day)	6.04	6.28	6.53	6.79

**GENERAL CONSTRUCTION AND MAINTENANCE, CIVIL AND MECHANICAL ENGINEERING
& C. (STATE) AWARD - WORK RELATED ALLOWANCES**

Clause No.	Allowances	From 1.7.07 + 4% \$	From 1.7.08 + 4% \$	From 1.7.09 + 4% \$	From 1.7.10 + 4% \$
4(iii) Special Rates	An employee appointed as a leading hand shall be paid in addition to the rate otherwise prescribed the following: Leading Hand - In charge of more than 2 and up to and including 5 employees	0.59	0.61	0.63	0.66
4	In charge of more than 5 and up to and including 10 employees	0.86	0.89	0.93	0.97
4	In charge of more than 10 employees	1.11	1.15	1.20	1.25
4(v)	Roadway of Sydney Harbour Bridge and approaches: Tow Truck Attendant - Sydney Harbour Bridge approaches: Cl.3 (ix) (per hour)	0.77	0.80	0.83	0.86

4(vi)	Dust Allowance - weigher and batcher (per week)	13.20	13.70	14.20	14.80
5(i)	Working in the rain (per day)	3.00	3.12	3.24	3.37
(ii)	Wet places and slurry(a)(i) (per hour)	0.55	0.57	0.59	0.61
(a)(4)(i)	(per day)	3.96	4.12	4.28	4.45
(a)(4)(ii)	(per day)	4.82	5.01	5.21	5.42
(b)	(per hour)	0.55	0.57	0.59	0.61
(iii)	Removal of Snow - 15.2 cm or more (per day)	4.84	5.03	5.23	5.44
	2.5 cm and less than 15.2 cm (per day)	3.24	3.37	3.50	3.64
(iv)	Confined Space (per hour)	0.76	0.79	0.82	0.85
(vi)	Road Construction (per day)	1.28	1.33	1.38	1.44
(vii)	Height Money (per hour)	0.55	0.57	0.59	0.61
(viii)(a)	Dirt Money	0.54	0.56	0.58	0.60
(c)		0.57	0.59	0.61	0.63
(d)		7.12	7.40	7.70	8.01
(ix)	Dirt Money - Port Kembla	0.53	0.55	0.57	0.59
(xi)	Explosive-powered tools - per hour	0.11	0.11	0.11	0.11
	Min. per day	1.28	1.33	1.38	1.44
(xiii)	Psychiatric institutions (per hour)	0.36	0.37	0.38	0.40
(xiv)	Lifting other than Standard Bricks over 5.5 kg - under 9 kg (per hour)	0.59	0.61	0.63	0.66
	9 kg - up to 18 kg (per hour)	1.06	1.10	1.14	1.19
	18 kg (per hour)	1.50	1.56	1.62	1.68
(xv)	Roof Repairs (exempts (vii) payment) (per hour)	0.59	0.61	0.63	0.66
(xvi)	Applying Obnoxious Substance(a) (per hour)	0.76	0.79	0.82	0.85
(c)	(per hour)	0.59	0.61	0.63	0.66
(e)		0.76	0.79	0.82	0.85
	Acrolein application in lieu of (e)	1.42	1.48	1.54	1.60
	Acrolein application - Competency Cert.	2.72	2.83	2.94	3.06
(xvii)	Cleaning Down Brickwork (per hour)	0.55	0.57	0.59	0.61
(xviii)	Granulated Slag	4.38	4.56	4.74	4.93
(xix)	Refractory Brickwork (per hour)	1.79	1.86	1.93	2.01
(xxi)	Towers - (a) above 15m in height (per hour)	0.55	0.57	0.59	0.61
	Further 15m heights additional (per hour)	0.55	0.57	0.59	0.61
	(b) exemption of (a) if receiving height money in subclause (vii)				
15	Protective Clothing				
(iii)(e)		0.67	0.70	0.73	0.76
(f)		0.51	0.53	0.55	0.57
(g)		0.69	0.72	0.75	0.78
(iv)(d)		0.57	0.59	0.61	0.63

**TECHNICAL AND FURTHER EDUCATION COMMISSION OF NEW SOUTH WALES -
SECURITY EMPLOYEES - WAGES AND CONDITIONS AWARD - WORK RELATED
ALLOWANCES**

Clause	Item No	Allowance	From 1.7.07 \$	From 1.7.08 \$	From 1.7.09 \$	From 1.7.10 \$
8 (i)	1	Boiler Attendants Certificate (per week)	13.40	13.90	14.50	15.10
8 (ii)	2	First Aid Allowance (per week)	16.20	16.80	17.50	18.20
8 (iii)	3	Furniture Removal Allowance (per shift)	2.66	2.77	2.88	3.00
8 (iv)	4	Laundry Allowance (per shift)	1.74	1.81	1.88	1.96
8 (v)	5	Leading hand in charge of 1-5 employees (per week)	31.00	32.20	33.50	34.80

8 (v)	6	Leading hand in charge of 6-10 employees (per week)	35.00	36.40	37.90	39.40
8 (v)	7	Leading hand in charge of 11-15 employees (per week)	45.80	47.60	49.50	51.50
8 (v)	8	Leading hand in charge of 16-20 employees (per week)	53.00	55.10	57.30	59.60
8 (v)	9	Leading hand in charge of over 20 employees (per week)	53.00	55.10	57.30	59.60
8 (v)	10	Leading hand - for each additional employee over 20 (per week)	0.78	0.81	0.84	0.87
8 (vii)	11	Refrigeration Drivers Certificate (per week)	13.60	14.10	14.70	15.30
8 (viii)	12	Reimbursement torch batteries etc (per shift)	0.88	0.92	0.96	1.00
9 (ii)(a)	13	Broken Shift Allowance	14.50	15.10	15.70	16.30

**HOME SCIENCE ASSISTANTS DEPARTMENT OF TECHNICAL AND FURTHER EDUCATION
AGREEMENT OF 1981 - WORK RELATED ALLOWANCES**

Clause	Allowance	From 1.7.07 + 4% \$	From 1.7.08 + 4% \$	From 1.7.09 + 4% \$	From 1.7.10 + 4% \$
11	Laundry Allowance (per shift)	1.74	1.81	1.88	1.96

**CONSERVATION FIELD OFFICERS DEPARTMENT OF LANDS, DEPARTMENT OF
INFRASTRUCTURE, PLANNING AND NATURAL RESOURCES AND STATE WATER
CORPORATION AWARD - WORK RELATED ALLOWANCES**

Clause No.	Description and Authority	Amount (\$) As at 1.7.07
9.6	Supervision Allowance	34.60 per week
16	First Aid Allowance	2.55 per day

**CROWN EMPLOYEES (HOUSEHOLD STAFF - DEPT OF EDUCATION AND TRAINING) WAGES
AND CONDITIONS AWARD - WORK RELATED ALLOWANCES**

Allowance	From 1.7.07 + 4% \$	From 1.7.08 + 4% \$	From 1.7.09 + 4% \$	From 1.7.10 + 4% \$
Broken Shift Allowance	8.96	9.32	9.69	10.08

**CROWN EMPLOYEES (DEPARTMENT OF ENVIRONMENT AND CLIMATE CHANGE - ROYAL
BOTANIC GARDENS, BUILDING AND MECHANICAL TRADES STAFF) AWARD - WORK
RELATED ALLOWANCES - WORK RELATED ALLOWANCES**

Clause No. and Brief Description	Allowance effective first pay period on or after			
	From 1.7.07 Amount \$	From 1.7.08 Amount \$	From 1.7.09 Amount \$	From 1.7.10 Amount \$
7.3.1 Chokage (per hour)	0.92	0.96	1.00	1.04
7.3.2 Asbestos (per hour)	0.76	0.79	0.82	0.85
7.3.3 Plumbers Licence (per hour)	1.29	1.34	1.39	1.45
7.3.4 Plumbers Registration (per hour)	0.75	0.78	0.81	0.84

SCHEDULE D**EXPENSE RELATED ALLOWANCES****CROWN EMPLOYEES (SECURITY AND GENERAL SERVICES) AWARD - EXPENSE RELATED ALLOWANCES**

Clause 8 - (xiii) Motor Vehicle allowance - Use of private motor vehicle during work related duties	As at 24/03/09 (\$)
Vehicles under 1600cc (Official business Rate - Engine rate per km)	0.58
Vehicles 1600cc-2600cc (Official business Rate - Engine rate per km)	0.69
Vehicles over 2601 cc (Official business Rate - Engine rate per km)	0.70

Clause 17 (ii) -Overtime	As at 1/7/07 \$
Meal money	10.60

CROWN EMPLOYEES (SKILLED TRADES) AWARD - EXPENSE RELATED ALLOWANCES

Clause No.		As from fpp 8/10/07 \$
5	Tool Allowances	
	Blacksmith	24.70
	Bodymaker, First Class	24.70
	Boilermaker and/or Structural Steel	24.70
	Bricklayer	17.50
	Bridge and Wharf Carpenter and/or Civil Engineering Construction Carpenter	24.70
	Cabinet Maker	12.90
	Carpenter	24.70
	Drainer	24.70
	Farrier	24.70
	Fitter	24.70
	Forger and/or Faggoter	24.70
	Machinist, First Class (Metal Trades)	24.70
	Machinist (Metal Trades) Special Class	24.70
	Marker Off	24.70
	Motor Mechanic	24.70
	Painter	5.90
	Panel Beater	24.70
	Patternmaker	24.70
	Plant Mechanic	24.70
	Plasterer	20.40
	Plumber	24.70
	Plumber and Gasfitter	24.70
	Plumber, Gasfitter and Drainer	24.70
	Sewing Machine Mechanic	24.70
	Sheetmetal Worker, First Class	24.70
	Shipwright/Boatbuilder	24.70
	Signwriter	5.90
	Slater and Tiler	12.90
	Stonemason	24.70
	Stonemason-Carver	24.70

	Tilelayer	17.50
	Toolmaker	24.70
	Toolsmith	24.70
	Trimmer (Motor)	24.70
	Turner	24.70
	Vehicle Builder	24.70
	Watchmaker	12.90
	Welder, Special Class	24.70
	Welder, First Class	24.70
8.1	Excess fares and travelling time to and from lace of work	19.10 p.d.
8.1.1	If employer provides or offers to provide transport free of charge	7.70 p.d.
8.2	Excess fares and travelling to and from work: - first year apprentices (or probationers) - to all other apprentices	16.00 p.d. 18.60 p.d.
8.2.1	If employer provides or offers to provide transport free of charge	
	- to first year apprentices	6.40 p.d.
	- to all other apprentices	7.60 p.d.
9.3.3	Meal allowance:	
	- after working in excess of four hours	11.30
	- for each subsequent meal	9.50
9.8	Tea Money:	
	- required to work overtime for one and a half hours or more without being notified on the previous day or earlier, for a meal	11.30
	- after each four hours on continuous overtime, for each meal	9.50
14.4	Expenses of reaching home and of transporting tools from distant work	18.70
14.5.1	Allowance for board and lodging: - while on distant work - for broken parts of week	390.20 p.w. 55.80 p.d.
14.6	Camping allowance	22.40 p.d.
14.7	Returning home for the weekend from distant work	31.80
22.6.2	Supply of boots	31.50
	Accrual of credit	3.60 p.w.
23.2	Reimbursement for loss of tools	1,431.00

GANGERS (STATE) AWARD - EXPENSE RELATED ALLOWANCES

Clause 7 Country work	As at 13/10/07 \$
(iv)(c)(1) each return home trip up to 100 km	44.65
Each additional 10 km	1.90
(v) Meal while travelling	11.30
(v) Bed while travelling	56.55
13(ii)(a)(1) Fares - employees not camped (per week)	1.33
Fares - employees not camped (per day)	0.30
13(ii)(a)(1) Maximum Fares (per week)	3.11
Travelling Allowance 13(ii)(b)(1) (per day)	
Three (3) but not more than 10km	4.75
More than 10 but not more than 20km	9.55
More than 20 but not more than 30km	14.35
More than 30 but not more than 40km	19.15
More than 40 but not more than 50km	23.50
More than 50km but not more than 60km	28.40

More than 60km but not more than 70km	33.05
More than 70km but not more than 80km	37.70
More than 80km but not more than 90km	41.60
More than 90km but not more than 100km	47.30
7(i) Meal allowance	11.30
Each subsequent meal	9.45

SURVEYORS FIELD HANDS (STATE) AWARD - EXPENSE RELATED ALLOWANCES

Clause 20 Country work and travelling	As at 1/10/08 Amount \$
Expenses (ii)(d) meal allowance	13.45
Bed allowance	68.35
(v)(a) return home allowance	50.25
Clause 20 Country work and travelling expenses (per day)	
(vii) 3 but not more than 10km	4.85
More than 10km but not more than 20km	10.35
More than 20km but not more than 30km	15.50
More than 30km but not more than 40km	20.80
More than 40km but not more than 50km	25.50
More than 50km but not more than 60km	30.50
More than 60km but not more than 70km	35.75
More than 70km but not more than 80km	40.65
More than 80km but not more than 90km	45.70
More than 90km but not more than 100km	51.00
Clause 28 Meal allowance	
First meal	13.45
Subsequent meals	11.45

**CROWN EMPLOYEES (NEW SOUTH WALES FIRE BRIGADES - MAINTENANCE,
CONSTRUCTION AND MISCELLANEOUS STAFF) AWARD - EXPENSE RELATED
ALLOWANCES**

	As at 30/11/2007 \$
Clause 9 Tool Allowance	
Blacksmith/Welder	24.20
Bodymaker	24.20
Bricklayer	17.10
Carpenter	24.20
Fitter and/or Turner	24.20
Motor Mechanic	24.20
Painter	5.80
Panel Beater	24.20
Plasterer	20.00
Plumber	24.20
Welder	24.20
Automotive Electrician	14.40
Battery Fitter	14.40
Electrical Fitter	14.40
Electrical Mechanic	14.40
Electronic Technician	14.40
Instrument Maker	14.40
Radio Mechanic	14.40

Telephone Mechanic	14.40
Clause 14 Meal allowance	
After working 1½ hours overtime	10.90
Each 4 hours thereafter	9.10
Clause 15 Travel allowance	
Other than Builder's Labourer (p.d)	18.40
Employer providing transport (p.d)	7.40
Clause 24 Loss of Tools (Up to the value of)	1,402.00

**GENERAL CONSTRUCTION AND MAINTENANCE, CIVIL AND MECHANICAL ENGINEERING
&c (STATE) AWARD - EXPENSE RELATED ALLOWANCES**

		As at 1/10/08
17	Meal Allowance	12.00
	Each subsequent meal	10.00
25(ii)(1)	Return Home Allowance	47.75 per occasion
	Each additional 10km over 100km	2.05 per 10 km
25(ii)(4)	Camping Allowance	22.30 per day
26(I)(a)	Excess fares	15.40 per day
	Excess fares - transport provided	5.90 per day
27(iv)(a)	Country Allowance - Unbroken week	414.90 per week
27(iv)(c)	Return home allowance	47.75 per occasion
	Each additional 10km over 100km	2.05 per 10km
27(vi)	Meal while travelling	12.00 per meal
	Bed allowance while travelling	59.00 per occasion
28(iii)	First Aid Allowance	2.38 per day

**CONSERVATION FIELD OFFICERS DEPARTMENT OF LANDS, DEPARTMENT OF WATER
AND ENERGY, DEPARTMENT OF ENVIRONMENT AND CLIMATE CHANGE AND STATE
WATER CORPORATION AWARD - EXPENSE RELATED ALLOWANCES**

(Subject to variations to Table 1 - Allowances of Part B Monetary Rates of the Crown Employees
(Public Service Conditions of Employment) Award.

Clause No.	Description and Authority	Amount (1.7.2007) \$
11.7	Meal Allowance (Overtime)	
	Breakfast: where required to start work before 6.00 am	22.60
	Lunch: for overtime required to be worked after 1.30 pm on Saturdays, Sundays and public holidays	22.60
	Dinner: when required to work after 6.00 pm	22.60
14.1	Reimbursement of meal allowances - no overnight stay (Part day travel)	
	Breakfast: when travel starts before 6.00 am	18.05
	Lunch: when employee unable to have lunch at normal workplace	20.65
	Dinner: when employee works and travels after 6.30 pm	35.60
14.2	Incidental Expenses Allowance when claiming actual expenses for overnight accommodation and meals or where accommodations provided by employer.	15.45 per day

14.4 (i)	Camping Allowance	
	Established Camp	25.20 per night
	Non established Camp	33.35 per night
	Additional allowance in excess of 40 nights per annum	7.95 per night
14.4 (ii)	Camping equipment allowance	24.90 per night
	Bedding and/or sleeping bag allowance	4.15 per night

R. P. BOLAND J , *President*

Printed by the authority of the Industrial Registrar.

MARGARINE 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 2073 of 2008)

Before Commissioner Cambridge

11 March 2009

VARIATION

1. Delete subclause (viii) of clause 2, Rates of Pay of the award published 11 April 2008 (365 I.G. 490), and insert in lieu thereof the following:
 - (viii) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
 - (i) any equivalent overaward payment; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

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

Classification	Current Rate \$	SWC 2008 Adjustment \$	SWC 2008 Rate \$
Refinery Operator and Process Operator (96%)	599.50	23.98	623.50
Assistant Refinery Operator and Seeding Plant Operator (92.4%)	584.50	23.38	607.90
Assistant Seeding Plant Operator, Assistant Process Plant Operator and Packaging Plant Operator (89%)	574.10	22.96	597.10
All Others (83%)	545.90	21.84	567.70

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Current Amount \$	SWC 2008 Amount \$
1	2(iv)	Removing grease by Anderson Kerrick or similar Steam method per hour	0.45	0.47
2	2(v) (a) 2(v) (b)	Cleaning pits, tanks, vats, sumps and/or drains per hour Continuously employed in the above per week	0.78 18.20	0.81 18.95
3	2(vi)	Clothing Allowance per week	2.35	2.45
4	2(iii)	Leading Hands (per week)		
		(a) in charge of 3 to 6 employees	20.20	21.00
		(b) in charge of 7 to 10 employees	25.20	26.20
		(c) in charge of 11 to 15 employees	30.10	31.30
		(d) in charge of more than 15 employees	37.50	39.00

5	7(i)	Meal Allowance		
		(a) in excess of 1 hour's overtime	8.80	9.20
		(b) in excess of 4 hour's overtime	8.80	9.20
		(c) with notice of overtime	8.80	9.20
6	19	First Aid Allowance per day or shift	2.55	2.65

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 2008 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 30 November 2008.

I. W. CAMBRIDGE, Commissioner

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NUT FOOD 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 118 of 2009)

Before Commissioner Macdonald

12 February 2009

VARIATION

1. Delete subclause (v) of clause 4, Rates of Pay of the award published 2 May 2008 (365 I.G. 982), and insert in lieu thereof the following:

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

- (i) any equivalent overaward payment; and/or
- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

2. Delete table (i), Adult Employees, of Table 1 - Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

- (i) Adult Employees -

Classification	SWC 2007 Amount \$	SWC 2008 Adjustment \$	SWC 2008 Amount \$
Roaster and/or fryer (96%)	584.75	23.40	608.15
Mayonnaise Plant Operator (96%)	584.75	23.40	608.15
Distributor and Dispatcher (92.4%)	571.90	22.90	594.80
All other adult employee*(87.9%)	556.60	22.30	578.90

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

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2007 Amount \$	SWC 2008 Amount \$
1	4(iii)	Leading Hands:		
		In charge of 3 to 6 employees	24.65	25.65
		In charge of 7 to 10 employees	28.95	30.10
		In charge of 11 to 15 employees	36.65	38.10
		In charge of more than 15 employees	45.00	46.80
2	14(i) and (iii)	Meal Allowance	10.35	10.95
3	26(ii)	First-aid Allowance	3.05	3.15

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

4. This variation shall take effect from the first full pay period to commence on or after 21 February 2009.

A. MACDONALD, Commissioner

Printed by the authority of the Industrial Registrar.

**PROFESSIONAL ENGINEERS (ROADS AND TRAFFIC AUTHORITY
DIVISION OF THE GOVERNMENT SERVICE OF NEW SOUTH
WALES - SALARIES) AWARD 2008**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES
FULL BENCH

Application by Roads and Traffic Authority of New South Wales.

(Nos. IRC 978 and 2274 of 2008)

Before The Honourable Justice Boland, President
The Honourable Justice Walton, Vice-President
Commissioner Cambridge

6 March 2009

AWARD

PART A

1. Arrangement

PART A

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PART B

Table A - Other Allowances

Appendix A
Calculation of Overnight Expenses

Appendix B
Professional Engineers Salary Scale

Appendix C
Grievance Resolution

2. Parties and Application

2.1 Parties

- (a) The parties to this award are:
 - (i) the Roads and Traffic Authority Division of the Government Service of NSW (RTA), and
 - (ii) the Association of Professional Engineers, Scientists and Managers, Australia (APESMA).

2.2 Application

- (a) This award applies to all Professional Engineers and Graduate Engineers employed by the RTA who are engaged in the performance of Professional Engineering Duties (whether members of APESMA or not).
- (b) This award shall also apply to Cadets employed by the RTA (whether members of APESMA or not).

2.3 Incidence and Duration

- (a) This award replaces the Professional Engineers (Roads and Traffic Authority of New South Wales) Enterprise Agreement 2005.
- (b) This award will operate from 1 July 2008 and will remain in force until 30 June 2011.

2.4 Salary Increases

- (a) Professional Engineers, Cadets and Graduate Engineers covered by this Award will be paid:
 - (i) a 4% increase in salaries payable from the first full pay period to commence on or after 1 July 2008,
 - (ii) a 4% increase in salaries payable from the first full pay period to commence on or after 1 July 2009,
 - (iii) a 4% increase in salaries payable from the first full pay period to commence on or after 1 July 2010.
- (b) The increases in salaries are set out in Appendix B - Professional Engineers Salary Scale.
- (c) For all staff, the annual leave loading is included in the salary rates shown in Appendix B.
- (d) In addition to the salaries for Cadets shown in Appendix B, cadets are entitled to living allowances or accommodation expenses as determined from time to time.

3. Definitions

1. APESMA - means the Association of Professional Engineers, Scientists and Managers, Australia and its members.
2. Cadet - means a person completing a four year engineering degree course, (or equivalent), at a recognised Australian University.
3. Call-out/Call-back - means a call or direction to return to work to attend to an emergency or breakdown.
4. Casual - means a person who is employed and paid by the hour with no guaranteed hours of work and whose employment terminates at the end of each engagement, as specified by clause 4.4.
5. Continuous shift work - means a pattern of work designed to cover the business operations with consecutive shifts of employees throughout 24 hours per day, for a period of at least six consecutive days without interruption, except during breakdowns, meal breaks or owing to unavoidable causes beyond the RTA's control.
6. Hours of work - means the ordinary hours staff are required to work.
7. Crib break - means a paid meal break, which is treated as time worked, where staff remain available to carry out duties.

8. Dispute - means a complaint or difficulty, which affects more than one staff member. A dispute may relate to a change in the working conditions of Professional Engineers, Graduates or Cadets that is perceived to have negative implications.
9. Extended leave - means paid leave to which staff may be entitled under clause 12.7 and Schedule 5 of the *Transport Administration Act, 1988*. Also known as long service leave.
10. Flexitime - means a flexible system of arranging working hours that includes the ability for staff to accrue and take flex leave in accordance with this Award and the RTA's Hours of Work Including Flexible Working Hours Policy.
11. Graduate Engineer - means a Professional Engineer who is participating in the RTA Graduate Recruitment and Development Program (or equivalent).
12. Grievance - means a personal concern or problem, which relates to work or the work environment.
13. Headquarters - means the centre to which staff are attached for administrative purposes or from which staff regularly operate, usually specified in the letter of appointment to the RTA.
14. Letter of appointment - means the letter sent to staff by the RTA offering them employment.
15. Local public holiday - means a gazetted holiday, which only applies to a particular locality and not throughout the State.
16. Long service leave - see Extended leave.
17. Official Business rate - means the rate staff are paid for using a private vehicle on official RTA business when:
 - no RTA vehicle is available; or
 - no hire car is available;
 - no public or other transport is available; or
 - staff are unable to use public or other transport because of a disability; or
 - staff are requested to use the vehicle and agree to do so;
 - staff are required to do so as specified by subclause 13.6.10 Transfer of Dependents, or when the RTA approves use of a private vehicle when other forms of transport are available for travel to a temporary work location.
18. On-call - means a direction to be available outside ordinary hours to provide a response to an emergency/breakdown.
19. Ordinary rate of pay - means the base rate staff are paid on an hourly basis, according to their hours of work and their annual salary.
20. Overtime - means time which staff work outside their ordinary hours as per clause 10.
21. Part-time - Staff who are employed on a part-time basis have hours of work that are less than those of full-time staff.
22. Permanent residence - where a staff member lives.
23. Professional Engineer - means a staff member qualified to carry out professional engineering duties.

24. Professional Engineering
- Duties - means duties, any portion of which, are required to be carried out by staff who have qualifications as (or at least equal to those of) a graduate member of Engineers Australia.
25. RTA - means the Roads and Traffic Authority Division of the Government Services of New South Wales as established by Chapter 1A of the *Public Sector Employment and Management Act 2002* (NSW).
26. Shift loading - means a payment for working shifts other than day shift, as specified in clause 9.1.1, to compensate for the inconvenience of hours worked.
27. Shift work - means a pattern of work in which the ordinary hours may be performed outside standard hours, as per clause 7.3.1.
28. Staff - means Professional Engineers, Engineering Graduates and Cadets employed under this award in accordance with clause 2.2.
29. Tele-working - Tele-working means a flexible working arrangement where staff work for part of the time from an alternative office location either at their home, a tele-centre, another RTA office, a mobile office or a combination of these alternatives.
30. Temporary employment staff - means staff employed for a specific period of time or project.
31. Temporary work location means - the place where staff temporarily perform RTA work if required to work away from their headquarters.
32. Time Credit - is the amount of time worked in a settlement period that exceeds the ordinary hours of work, under a flexitime arrangement.
33. Workers Compensation Leave - means a leave entitlement that arises from the *Workers Compensation Act 1987* (NSW).

4. Terms of Employment

4.1 Basis of Employment

Staff are employed on either a full-time, part-time, casual or temporary employment basis, as notified in the letter of appointment.

4.2 Full-Time

If staff are employed on a full-time basis, their hours of work are 35 hours per week.

4.3 Part-Time

- (a) If staff are employed on a part-time basis, their hours of work are less than those of full-time staff in their classification.
- (b) Unless specified elsewhere in this Award, part-time staff accrue entitlements in this Award on a pro-rata basis, based on the number of hours worked.
- (c) In addition to subclauses 12.10, Maternity Leave to 12.16, Resumption of Work After Maternity, Adoption or Parental Leave and subject to operational requirements, staff may elect to change from full-time to part-time work to manage their work-life balance. This will enable staff to manage family and carer's responsibilities, or choose to reduce the number of hours worked as they approach retirement. The shift from full-time to part-time will be managed in accordance with applicable policy. Requests to work part-time will not, however, be unreasonably refused.

4.4 Casual

Staff may be employed on a casual basis:

- (a) to carry out work that is irregular or intermittent, or
- (b) to carry out work on a short-term basis, or
- (c) to carry out urgent work or to deal with an emergency; and
- (d) must possess the qualifications required of a permanent staff member in the same classification.

4.5 Temporary Employment

Staff employed on a temporary employment basis are:

- (a) entitled to the same conditions as full-time or part-time staff, and
- (b) employed for a specific period, not less than 3 months and not more than 3 years, or
- (c) employed for the duration of a project,
as specified by letter of appointment.

4.6 Probation

- (a) All new staff members are subject to a period of probation of three months unless they are employed in a position which, due to the nature of the work or compulsory training, has a probation period of six months.
- (b) The letter of appointment states the probation period.
- (c) In order to gain appointment to a permanent position, work performance and conduct must be satisfactory during the probationary period.
- (d) In certain circumstances a probationary period may, prior to its expiry, be annulled, or extended for up to a maximum of 3 months.

4.7 Resignation

Staff may terminate their employment at any time by giving the RTA a minimum of two week's notice.

4.8 Method of Payment

A staff member's salary will be paid fortnightly into their nominated financial account.

5. Rates of Pay

5.1 Rates of Pay

Rates of pay are contained in Appendix B.

5.2 Increments

- (a) Subject to this clause, full-time and part-time staff are entitled to an incremental increase in their salary when they have received that salary for a period of twelve months, up to the top step of the salary scale for their position.
- (b) Regular casual staff are entitled to an increment where they have worked the equivalent of 12 months worked by a full-time staff member in the same position.
- (c) Staff are not entitled to the increment in clause 5.2(a) if:
 - (i) their conduct and work performance, including attendance, is unsatisfactory or the staff member is subject to disciplinary proceedings or formal management for unsatisfactory performance or conduct;
 - (ii) they are being promoted from one classification to another; or
 - (iii) the salary scale for a position is setted as the year 1 or year 2 rate of pay in the grade.
- (d) An increment may be withheld, or a salary may be reduced in any case where, on account of a staff member's inefficiency or misconduct in an official capacity, the RTA is of the opinion that such increments should not be paid or should be reduced.
- (e) The RTA will provide staff with a statement in writing detailing the reason for withholding the increment within 30 days of the reduction taking effect or of the increment becoming due. The provisions of clause 5.3 will then apply.
- (f) Periods of leave without pay where the total period of absence in any one year exceeds five days will not count as service for increment purposes.

5.3 Appeals in Respect of Salary Grade or Classification

- (a) Staff have the right to apply to the RTA through their branch or section manager for a salary increase, or for an alteration in the grade or classification to which they are appointed.
- (b) If a staff member is dissatisfied with a decision or determination of the RTA in respect of;
 - (i) the salary, grade or classification; or
 - (ii) any other matter of the nature referred to in sections 20 and 23 of the *Government and Related Employees Appeal Tribunal Act 1980*,

the staff member may forward a notice of appeal to the RTA within 30 days of being advised of such a decision or determination if they do not exercise their right before GREAT. The RTA will hear and determine the appeal and will allow the staff member, if so desired, to attend and to present a case personally or through a representative.

- (c) Nothing in this clause shall preclude the reference of matters to the NSW Industrial Relations Commission.

5.4 Specialist Engineers

- (a) Professional Engineers from any field of professional engineering may gain personal promotion to any Engineer level up to and including Level 6 Engineer, as specialist engineers whilst still occupying a position graded at a lower level. Professional Engineers at Level 6 may receive an allowance, in lieu of a personal promotion, as specialist engineers whilst still occupying a position graded as Level 6.

- (b) Progression to a higher personal Level salary for Professional Engineers must be recommended by the majority of the Specialist Engineer Accreditation Committee. The Professional Engineer must submit a case to the committee which indicates that the Professional Engineer has specific attributes of a significant nature which would be relevant and beneficial to the RTA's functions.
- (c) Relevant criteria which would be examined by the committee include:
 - (i) Holding a degree at or above the level of Master of Engineering Science or Master of Science in a relevant specialist or technical area from a recognised Australian University (or overseas equivalent), not being a Master of Business or Public Administration; or
 - (ii) Holding a specialist graduate diploma in a field related to the work of the professional engineer in the RTA, not being a graduate diploma in management or a business administration diploma; or
 - (iii) Having shown originality or made high level contributions or attained reputation or standing in the engineer's specialist field of work.
 - (iv) The Specialist Engineer Accreditation Committee will consist of a representative of the RTA, APESMA and a mutually acceptable independent expert in the specialist field under consideration.
- (d) If a staff member is dissatisfied with the recommendation of the Specialist Engineer Accreditation Committee, the staff member may appeal to their Director who will review the decision in conjunction with the General Manager, Human Resource Strategy.

6. Recognition of Professional Engineering Skills

- (a) The importance of the contribution of Professional Engineers to the RTA is recognised by this award.
- (b) A staff member with the qualifications of a Professional Engineer working in a position that requires those skills or qualifications may apply to be recognised as a Professional Engineer under this award. Recognition is available in accordance with the RTA policy on the Recognition of Professional Engineers. Applications will not be unreasonably refused.
- (c) The Recognition of Professional Engineers Policy will not be amended without the agreement of APESMA.

7. Arrangement of Hours and Loadings

7.1 General

- (a) Hours of work for staff are outlined in this clause.
- (b) These conditions apply unless the staff member is employed as a shift worker, either part-time or full-time. If so, the working arrangements are set out at clause 9.

7.2 Recording Hours

Staff are required to record their hours worked on an RTA time sheet.

7.3 Hours for Full-Time Staff

The ordinary hours of work are 35 hours per week. The RTA and staff may agree to work either a standard hours arrangement or a flexitime arrangement. The RTA may direct staff to work a standard hours arrangement in exceptional circumstances.

7.3.1 Standard Hours Arrangement

- (a) A standard hours arrangement involves seven hours per day and 35 hours per week (worked over a five day period, Monday to Friday) with a designated start and finish time, between 8:30 am and 4:30 pm.
- (b) The same number of daily hours referred to in clause 7.3.1(a) may be worked at any time between 7.30am and 6.00pm if RTA approval of the variation in the bandwidth has been given and APESMA concur with the variation. Proposals to vary the bandwidth must be forwarded to the Industrial Relations Section for negotiation with APESMA prior to the staff member commencing the varied hours.
- (c) Staff working under the standard hours arrangement must not work more than five hours without a one-hour meal break, taken between noon and 2pm unless local arrangements are made in advance, based on a staff member's personal needs or operational needs. In this case, staff and management may agree to reduce the meal break to a minimum of 30 minutes.

7.3.2 Flexitime

- (a) Staff who have approval to work flexitime do so subject to the RTA's Flexible Working Hours Policy and the following conditions:
 - (i) Staff may work to accumulate and take a maximum number of 13 full flex leave days during a calendar year (12 months).
 - (ii) Except as per subclause 7.3.2 c), staff may take one full day of flex leave or two half days during each settlement period.
 - (iii) A full flex leave day for a full-time staff member is 7 hours. For part-time staff a full flex leave day is the number of hours the staff member normally works on the day that flexitime leave is taken. These hours must be accrued as Time Credit (worked in addition to the staff member's usual hours of work) over the settlement period.
 - (iv) Staff must work their hours of work within the bandwidth of 7.30am to 6.00pm,
 - (v) Staff are required to work during the core time between 9.30am to 3.30pm,
 - (vi) All time worked during bandwidth within the settlement period (except paid overtime and meal breaks) will count towards Time Credit.
 - (vii) Staff must take a lunch break of at least 30 minutes and not more than two hours and 30 minutes, between 11.45am and 2.15pm
 - (viii) Staff may take flex leave even though this may result in a debit balance.
 - (ix) Staff who take a half day flex leave must work a minimum of three and a half hours on that day.
 - (x) Staff may take a half day flex leave in combination with other types of approved leave, provided that the total approved leave for a day equals the standard daily hours applicable to the staff member's classification.
 - (xi) Staff may take flex leave in combination with other types of approved leave.

(b) Settlement Period

There is a 4-week settlement period during which staff must work their hours of work. The RTA determines the commencing and finishing dates of the settlement period.

(c) Banked Days

(i) For the avoidance of doubt, the maximum number of flex days that may be taken or banked each calendar year is a total of 13 days. (Note: there are 13 settlement periods in each calendar year.)

(ii) Each staff member shall be entitled to bank up to four untaken flex days in a calendar year. Subject to approval, the staff member can take up to four banked days plus the current settlement period's flex day, to take a maximum of five consecutive working days off at an appropriate time.

(iii) All banked days that are not taken by 31 January each year shall be forfeited.

(iv) Notwithstanding the above, staff who work on Alliances or major projects shall be entitled to bank flex days during the project to be taken at the conclusion of the project or at set times during the project. Such leave arrangements shall be approved by the relevant Branch Manager prior to the commencement of the Alliance /major project.

(v) Where a staff member has accrued 40 days annual leave, unless otherwise authorised by the staff member's manager, flex leave shall only be taken where annual leave has been applied for and approved. If, however, annual leave has been applied for and declined, the staff member shall be entitled to access flex leave in accordance with the normal approval process.

(d) Untaken Flex Leave

(i) A maximum credit of ten hours, in addition to flex days already banked as per 7.3.2(c) is allowed for each four-weekly settlement period.

(ii) Time in excess of ten hours (excluding flex days already banked as per 7.3.2(c)) at the conclusion of the settlement period will be forfeited.

(e) Debit of Hours

Staff who work fewer hours than their hours of work during the settlement period can carry over a maximum of 10 hours debit to the next settlement period. Staff who are in debit more than 10 hours at the end of the settlement period must apply for leave for the time in excess of the ten hours.

7.3.3 Other Approved Leave During Core Time

(a) Staff who need to be absent during core time must apply and obtain approval for leave before the time they intend to be absent on leave.

(b) The timing of taking leave is at the discretion of the RTA.

(c) Staff must cooperate with management to organise the best time to take leave and a request to take leave must be made with reasonable notice.

(d) The minimum period of leave which can be taken during core time is one hour.

(e) Where part day leave is taken, the total of approved leave must, as a minimum, cover the core hours for that day.

7.4 Hours and Loadings for Part-Time and Casual Staff

7.4.1 Part-time Staff

- (a) Part-time staff must work a minimum of three hours per day.
- (b) The pattern of hours or days per cycle for part-time staff are set out in the letter of appointment and may be varied by written agreement between the staff member and his or her line manager.
- (c) Part-time staff who work in excess of their usual daily hours will be paid at the ordinary rate of pay plus a loading of 1/12th in lieu of accrual of annual leave, up to a maximum which is equal to the daily hours of full-time staff in the relevant classification.
- (d) Part-time staff may work, with approval of a line manager, under a flexitime arrangement as set out at clause 7.3.2.
- (e) The entitlements for part-time staff accrue on a pro-rata basis.

7.4.2 Casual Staff

- (a) Casual staff are employed on an hourly basis for a minimum of three hours per engagement.
- (b) Casual staff who work less than three hours per engagement are paid for three hours.
- (c) Casual staff are paid at the ordinary hourly rate applicable to the first year of the base grade of their classification.
- (d) Casual staff are paid a loading of 17% of the ordinary rate of pay to compensate for the irregular nature of their engagement and because casual staff are not entitled to be paid for public holidays and other paid leave, except extended leave.

8. Tele-Working

8.1 Tele-working Arrangements

Tele-working arrangements are available to staff to work from an alternative office location either occasionally or on a regular basis or under special circumstances.

8.1.1 Conditions for Tele-working Arrangements

Tele-working arrangements are available to staff provided the following conditions are met:

- (a) RTA policies regarding tele-working and flexible work arrangements are complied with;
- (b) Work can be completed efficiently and productively; and
- (c) Customer service delivery is maintained.

8.1.2 Commencing or Varying Tele-working Arrangements

- (a) Arrangements to tele-work between a staff member and their manager must be voluntary and mutually convenient.
- (b) A tele-working arrangement can be varied by mutual consent between the staff member and their manager at any time or be terminated where it no longer meets the conditions set out in the Tele-working Policy, the Tele-Working Agreement or the RTA's business needs.

- (c) A request to commence a tele-working arrangement will not be unreasonably refused. If a staff member believes a request has been unreasonably refused they may raise a grievance under the Grievance Resolution Policy and Guidelines.

9. Shift Work

9.1 General

If a staff member is directed by RTA management to work shift work, the following provisions apply.

9.1.1 Arrangement of Shift Hours

- (a) Early morning shift is a shift commencing between 4.00am and 6.00am, Monday to Friday.
- (b) Day shift is a shift worked between 7.00 am and 5.00pm Monday to Friday.
- (c) Afternoon shift is a shift commencing at or after 12 noon Monday to Friday.
- (d) Night shift is a shift commencing at or after 4.00pm and finishing at or before 4.00am, Monday to Friday.

9.1.2 Payment for Shift Work

- (a) Payment for shift work is at the following rates:
 - (i) for an early morning shift, the ordinary rate of pay plus 12½%,
 - (ii) for a day shift, the ordinary rate of pay,
 - (iii) for an afternoon shift, the ordinary rate of pay plus 12½%,
 - (iv) for a night shift, the ordinary rate of pay plus 15%,
 - (v) for a Saturday, the ordinary rate of pay plus 50%,
 - (vi) for a Sunday, the ordinary rate of pay plus 100%, and
 - (vii) for a public holiday, the ordinary rate of pay plus 150%.
- (b) Staff who work a shift on their rostered day off will be paid at the overtime rates as set out at clause 9.1.6 provided that the shift arrangement has been at the direction of the RTA and not due to the staff member's own actions (for example in arranging a shift swap).
- (c) Staff who work a six or seven-day shift cycle and are rostered off on a public holiday, will be:
 - (i) credited with a day's annual leave, or
 - (ii) paid, at the ordinary rate of pay, for the public holiday.

9.1.3 Shift Rosters

- (a) The RTA may roster staff to work shifts on a rotating basis.
- (b) The ordinary rostered working hours for shift work is not to exceed the hours worked daily or weekly by non-shift workers in the same classification who work Monday to Friday.

- (c) Where practicable, staff will be given seven days notice of the shifts to be worked.
- (d) Staff shall not be required to be on duty for more than 16 consecutive hours. After being on duty for 16 consecutive hours, staff shall take a rest break of at least four consecutive hours. Where staff are directed to resume work without having had a rest break of eight consecutive hours, they will be paid for all hours worked, until the staff member is released from work for eight consecutive hours at the rate of double ordinary time or double time and a half on a public holiday. Any rostered working time occurring during such absence shall be paid for at the ordinary shift rates.
- (e) Staff who are rostered to work rotating shifts:
 - (i) must not be rostered to work for more than five consecutive shifts in seven consecutive days,
 - (ii) the roster rotates weekly and runs from either Monday to Friday or Sunday to Thursday,
 - (iii) where three shifts per day are being worked, the order of rotation of shift is day, to night, to afternoon, to day shift,
 - (iv) must not be required to work more than two consecutive working weeks on afternoon and/or night shift in any period of three working weeks, unless the staff member requests this arrangement and the RTA agrees.
- (f) Staff who are required to work more than two consecutive working weeks on afternoon and/or night shift in any period of three working weeks, other than for the reasons outlined in (f) (iv) above, are to be paid time and a half for all ordinary time worked on the afternoon and/or night shift, in excess of two consecutive weeks, until the shifts are rotated.

9.1.4 Temporary Night Shift Work

- (a) Temporary shift work is worked between Sunday to Thursday inclusive, or Monday to Friday inclusive.
- (b) Arrangements for temporary shift work must be by agreement with local management, provided that the choice of shift patterns does not prevent the RTA from applying shift work provisions to other staff.
- (c) For the purpose of this clause "temporary shift work" means shift work for up to 2 weeks.
- (d) The following loadings for ordinary shift hours apply, whether worked as a single shift or as a combination of shifts:

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

- (e) If a normal shift is worked between:
 - (i) Monday and Friday, the Friday shift starts before and finishes after midnight Friday; or
 - (ii) Sunday and Thursday, the Sunday shift starts before midnight Sunday.

- (f) Staff who work according to a temporary shift work arrangement on a Saturday, Sunday or Public Holiday must be paid at overtime rates, provided that:
 - (i) Friday shifts referred to in clause (e) are paid at ordinary shift rates; and
 - (ii) Sunday shifts referred to in clause (e) are paid at ordinary shift rates after midnight Sunday.
- (g) Staff who work in excess of the agreed ordinary temporary shift work hours on Sunday to Thursday or Monday to Friday (excluding public holidays) must be paid double-time.
- (h) Staff who are required to work temporary shift work must be given at least 48 hours notice. If shift hours are changed, staff must be notified by the finishing time of their previous shift.
- (i) Staff must not work more than one ordinary shift on any one day (eg. a day shift and a night shift). If staff are required to work a second shift on a given day, the second shift is paid as overtime.
- (j) Staff who work according to a temporary shift work arrangement of less than five consecutive working days and this is:
 - (i) due to their actions, will be paid normal shift rates; or
 - (ii) not due to their actions, will be paid overtime rates.
- (k) Public Holidays are counted as single days worked and form part of the calculation towards the completion of five consecutive days worked for the purpose of paragraph (j) above.
- (l) No staff member who is employed during ordinary working hours shall be employed on afternoon or night shifts except at overtime rates.

9.1.5 Meal Breaks on Shift Work

- (a) A meal break must be a minimum of 30 minutes in duration.
- (b) Except in an emergency, staff must not work more than five hours without a meal break.
- (c) A meal break during a day shift is unpaid and does not count as time worked.
- (d) A meal break taken during an early morning, afternoon or nightshift is taken as part of ordinary working hours and is to be paid for at the appropriate shift rate.
- (e) Staff who are given less than 24 hours notice of a change to a roster or are required to work a shift on a rostered day off will be paid a meal allowance as specified in item 1 of Table A.
- (f) Staff who work more than one and a half hours overtime after an afternoon or night shift will be paid a meal break of 30 minutes, counted as time worked and calculated at the overtime rate of pay.
- (g) Staff who work more than two hours overtime after their ordinary hours finishing time are entitled to a meal break and a meal allowance as set out at Item 1 of Table A.
- (h) During paid meal breaks staff must remain available to carry out duties if required.

9.1.6 Overtime on Shift Work

- (a) Overtime will be paid when the RTA directs staff to work more than the full time hours of work.
- (b) Overtime payments are calculated exclusive of any shift loadings and are based on the staff member's ordinary rate of pay.
- (c) Each period of overtime stands alone.
- (d) Staff must not be on duty for more than 16 consecutive hours.
- (e) Overtime is paid at the following rates:
 - (i) time and a half for the first two hours and double time thereafter for overtime worked Monday to Saturday;
 - (ii) double time for overtime worked on a Sunday; and
 - (iii) double time and a half for overtime worked on a public holiday.
- (f) Staff who are not rostered to work a shift on a Saturday, Sunday or public holiday and are directed to work on such a day, must be paid a minimum of three hours' overtime.
- (g) Staff who work more than one and a half hours overtime after an afternoon or night shift will be paid a meal break of 30 minutes, counted as time worked and calculated at the overtime rate of pay.
- (h) Staff who work more than two hours overtime after their ordinary hours finishing time are entitled to a meal break and a meal allowance as set out at Item 1 of Table A.

10. Overtime

Shift workers should refer to clause 9.1.7 for overtime on shift work.

10.1 General

- (a) The RTA may direct staff to work reasonable overtime at overtime rates.
- (b) Staff may refuse to work overtime in circumstances where the request is unreasonable having regard to:
 - (i) health and safety risks,
 - (ii) personal circumstances including any family and carer responsibilities,
 - (iii) the needs of the workplace,
 - (iv) the notice (if any) given by the RTA of the overtime required to be worked and the staff member's intention to refuse it, and
 - (v) any other relevant matter.
- (c) All overtime required to be worked shall be approved in advance by the relevant manager. Overtime is work:
 - (i) before usual starting times and after usual ceasing times if the staff member is working a standard working hours arrangement, or

- (ii) outside the bandwidth if the staff member is working a flexible working hours arrangement, or
- (iii) outside of rostered shift hours in any 24 hour period.

10.2 Payment for Overtime

- (a) There is no entitlement to payment for overtime if:
 - (i) the staff member is paid an allowance in lieu of overtime, or
 - (ii) prior approval has not been given by a person who has the delegated authority to approve overtime,
 - (iii) the period of overtime worked is less than 15 minutes,
- (b) For all staff, payments for overtime are calculated on ordinary rates of pay subject to subclause (d) and (e) of this clause.
- (c) Payment for overtime is at the rate of:
 - (i) time and a half for the first two hours and double time thereafter for time worked Monday to Saturday,
 - (ii) double time on Sundays,
 - (iii) double time and a half on public holidays.
- (d) Staff at Level 3 and above must have approval to work overtime from the relevant manager identified in the RTA's Overtime Policy. Any overtime approved will normally be calculated on the top step of Engineer Level 2 unless the relevant manager authorises payment calculated on the staff member's substantive rate.
- (e) Staff who are directed to work overtime on a Saturday, Sunday or a public holiday must be paid a minimum of three hours at overtime rates where the overtime is not at the end of ordinary hours worked on a Saturday, Sunday or public holiday.

10.3 Overtime for Part-Time Staff and Casual Staff

10.3.1 Overtime for Part-Time Staff

- (a) Part-time staff who are directed to work by the RTA in excess of set and regular hours and up to the maximum ordinary hours of a full-time staff member in the same classification, are to be paid for excess hours at the ordinary rate per hour plus a loading, in lieu of additional annual leave, of:
 - (i) 1/12th if the staff member is entitled to four weeks' annual leave, or
 - (ii) 5/47ths if the staff member is entitled to five weeks' annual leave.
- (b) Part-time staff who are directed by the RTA to work in excess of the maximum ordinary hours of a full-time staff member in their relevant classification will be paid overtime exclusive of loadings.
- (c) For part-time staff who are directed by the RTA to work flexible hours:
 - (i) work done within the bandwidth accrues as flexi-time at ordinary rates, and

- (ii) work done outside the bandwidth is paid at the overtime rates applicable to full-time staff in the relevant classification.

10.3.2 Overtime for Casual Staff

Staff employed on a casual basis will be:

- (a) paid overtime for work which is directed to be done by the RTA in excess of the standard daily hours applicable to full-time staff in the relevant classification, and
- (b) paid at overtime rates (as per clause 10.2 b) exclusive of loadings.

10.4 Leave in Lieu of Overtime Payment

- (a) Staff who work overtime on a Saturday, Sunday or Public Holiday:
 - (i) may choose to take up to one day leave in lieu of payment for all or part of their entitlement in respect of each period of overtime worked,
 - (ii) must notify their intention to choose leave in lieu of payment within two working days of having worked the overtime. Such leave is calculated at the same rate that would have applied to the payment of overtime,
 - (iii) will be paid for the balance of any overtime not taken as leave in lieu.
- (b) Staff who work overtime on a Public Holiday may choose to have up to one day's leave in lieu of payment added to their annual leave accrual.
- (c) Staff who choose to take leave in lieu of overtime payment, must take that leave:
 - (i) at the RTA's convenience, and
 - (ii) in minimum periods of one hour, and
 - (iii) within one month of the date of making that choice.

10.5 Meal Break on Overtime

- (a) Staff who work more than an hour and a half overtime after their ordinary hours finishing time are entitled to a 30 minute meal break and a meal allowance as set out at Item 1 of Table A.
- (b) Staff who work more than an hour and a half overtime after an afternoon or night shift will be paid a meal break of 30 minutes, counted as time worked and calculated at the overtime rate of pay.
- (c) Staff who work overtime and are provided with a meal are not entitled to payment of a meal allowance.
- (d) Staff who are not provided with a meal, will be paid a meal allowance on condition that:
 - (i) money was spent in obtaining the meal,
 - (ii) at least a 30 minute meal break was taken either before or during working the overtime,
 - (iii) work was resumed after the meal break, unless there is an acceptable reason for taking the meal at the end of the overtime period,
 - (iv) the time taken for the meal break is not regarded as time worked.

- (e) Staff who resume work after their meal break are entitled to an additional meal break and allowance if a further five hours overtime is worked that same day.
- (f) Meal allowances are paid at the rates set out at Item 1 - Table A.
- (g) Breakfast is paid when the staff member is required to commence work at or before 6 am and at least one hour before the prescribed starting time,
- (h) Lunch is paid when the staff member is required to work on Saturday, Sunday or a state-wide public holiday and the prescribed starting time is:
 - (i) not later than 8.30 am and the staff member is required to work until or beyond 1.30 pm, or
 - (ii) later than 8.30 am and the staff member is required to work until or beyond 2.00 pm,
- (i) An evening meal is paid when the staff member is required to work until or beyond 6 pm on a normal working day and:
 - (i) the staff member is employed under a flexible working hours arrangement and has worked for more than nine hours, excluding the day's lunch break or
 - (ii) the staff member does not work under a flexible working hours arrangement, their prescribed starting time is not later than 8.50 am and at least one and a half hours is worked after the prescribed ceasing time.

10.6 Minimum Rest Period

- (a) Staff who work overtime are entitled to:
 - (i) a minimum rest period of at least eight consecutive hours off work between ordinary hours shifts,
 - (ii) a minimum rest break of at least four consecutive hours after working for more than 16 consecutive hours,
 - (iii) payment at the rate of double time until released from work, if the staff member is recalled to work without having had at least eight consecutive hours off work,
 - (iv) a further rest period of at least eight consecutive hours if the staff member is recalled to work without initially having had at least eight consecutive hours off work.
- (b) If a staff member's usual ordinary hours occur during the minimum rest period of eight hours in (i) and (iv) above, the staff member will be paid at their normal salary for the time they are absent.

10.7 Call-Out / Call-Back

Staff who are called back to work outside their standard hours, or outside the bandwidth if working under a flexible working hours arrangement:

- (a) are paid a minimum of three hours at overtime rates for each separate call-out; except where:
 - (i) staff are called out on more than one occasion and the first and subsequent call-out payment periods of three hours overlap. If this occurs, payment is calculated from the start of the first call-out period until the end of the last call-out provided that the total period of all overlapping call-out periods exceeds three hours. If the total period of all overlapping call-out periods is less than three hours, staff are paid for three hours at overtime rates;

- (ii) Where the call-out work extends into ordinary hours of work, overtime is paid up to the normal starting time only.

11. Travelling Compensation

11.1 Travel On Official Business

- (a) Staff who travel on official business and are not provided with an RTA vehicle, must, wherever possible, travel by the most economic and practical means of public transport.
- (b) The RTA pays the full cost of fares for the transport.
- (c) Where staff pay for the travel, their claim for reimbursement of travel costs must be supported by receipts.
- (d) If there is no public transport service, then staff must obtain prior approval to travel by:
 - (i) taxi, hire car or rented car,
 - (ii) air, or
 - (iii) private vehicle, in accordance with clause 13.5.
- (e) Staff who receive approval to use a private vehicle for official business travel will be reimbursed as set out in 13.5.2.

11.2 Travel Compensation

11.2.1 Fares

- (a) Staff are not entitled to payment of fares for travel between their usual headquarters and usual permanent residence.
- (b) If staff are required to work temporarily from another location which involves additional fares, they will be paid the amount in excess of the fares usually incurred between their permanent residence and headquarters.
- (c) Where public transport presents difficulties in (b), staff may, subject to prior approval, use a private vehicle and be reimbursed at the Specified Journey Rate, less the amount of normal fares.

11.2.2 Travelling Time

- (a) Staff are entitled to claim payment or time off in lieu for travelling time in accordance with subclauses 11.2.2 and 11.2.3. Staff are not entitled to be paid travelling time or take time off in lieu:
 - (i) for time spent travelling between their usual headquarters and usual permanent residence,
 - (ii) for time spent travelling on permanent transfer where:
 1. the transfer involves promotion which carries increased salary,
 2. the transfer is for disciplinary reasons,
 3. the transfer is made at the staff member's request, or

4. special leave has been granted for the day or days on which the travel is to be undertaken,
 - (iii) for periods of less than a quarter of an hour on any day,
 - (iv) for the time taken by the staff member to stop and eat a meal,
 - (v) for time spent travelling outside of the time that might reasonably have been taken by the most practical available route and the most economical means of transport,
 - (vi) for travel by ship on which meals and accommodation are provided,
 - (vii) for travel overseas,
 - (viii) from 11.00 pm on the night the staff member is provided with overnight accommodation to 7.30 am the following day,
 - (ix) if the staff member receives an allowance or their salary includes a specific component of compensation for travel outside normal hours.
- (b) Staff who are required to travel to work temporarily from another location which involves additional travel time, are paid for any additional time taken in excess of the time taken to travel between their usual headquarters and their usual permanent residence.
- (c) Subject to the conditions in (a), where travel is on a:
 - (i) working day, staff are paid for time spent in travelling before their normal commencing time or after their normal ceasing time,
 - (ii) non-working day, staff are paid for all time spent travelling on official business after 7.30am.

11.2.3 Payment for Travelling and Waiting Time

- (a) Staff who are entitled to claim travel time are entitled to have any necessary waiting time treated as travelling time except when they are provided with overnight accommodation at a centre.
- (b) When staff are provided with overnight accommodation at a centre, they cannot count as travelling/waiting time the time spent from arrival at the centre until departure from the centre.
- (c) Staff who are in receipt of a salary in excess of the rate applicable to the maximum rate for Engineer Level 1 Year 3, shall be paid travelling time calculated at the maximum rate for Engineer Level 1 Year 3, per annum, as adjusted from time to time.
- (d) The maximum payment or time off in lieu for travelling/waiting time is eight hours in any 24 hour period.
- (e) Unless otherwise directed, staff must take time off in lieu within four weeks of being notified of approval of the leave.

12. Leave

12.1 General

- (a) Staff must obtain approval to take leave prior to commencing leave.

- (b) If staff are absent from work because of illness or other emergency, they must notify, or arrange for another person to notify, their supervisor of:
 - (i) the reason for the absence, and
 - (ii) the anticipated return to work date, by 9.30am on the first day of their absence or as soon as practicable.
- (c) Staff are not to undertake other employment during any period of paid or unpaid leave unless having first obtained RTA approval.
- (d) Staff who do not have approval for their absence are regarded as being absent from work without authorised leave. These periods of absence do not count as service and are not paid.

12.2 Accrual of Leave

- (a) Leave is recorded as accruing in hours.
- (b) Where leave accruals are expressed in days, a day for staff who work 35 hours per week, is 7 hours.

12.3 Taking of Leave

- (a) The minimum period staff can claim for leave is one hour.
- (b) Any leave claimed in excess of one hour is to be claimed to the nearest one minute.
- (c) Staff must claim the actual ordinary hours and minutes that they would have worked had they not been on leave.
- (d) For the purpose of (c) above, ordinary hours includes any time staff would have worked towards their accrued day off.

12.4 Leave Entitlements for Part-Time, Limited Duration and Casual Staff

- (a) Staff who work part-time, accrue all leave on a pro-rata basis, calculated according to the number of hours worked each week.
- (b) Staff who are employed on a limited duration basis, accrue all leave on the same basis as permanent staff.
- (c) If staff are employed on a limited duration basis and take leave, whether paid or unpaid, their contract is not extended by the period of that leave.
- (d) Casual staff are paid an additional rate per hour in lieu of leave and are not entitled to paid leave (except, in certain circumstances, Extended Leave in accordance with this Award).

12.5 Transfer of Entitlements with NSW Government Departments

- (a) Staff who have been employed continuously within the NSW Government Departments and Authorities listed in Schedule 1 and 3 of the *Public Sector Management Act 2002* have portable leave entitlements.
- (b) To be eligible to transfer leave entitlements under (a) above, staff must cease work with their previous employer and commence work with the RTA:
 - (i) on the next working day, or

- (ii) on the next day after a period of approved leave, providing that the staff member was accepted by the RTA before leaving their previous employer.
- (c) The value of transferred leave is based on the salary of the position that the staff member is appointed to at the RTA.
- (d) All continuous periods of service at the date of transfer are taken into account when determining entitlements for which a period of service is a condition of eligibility, such as maternity leave.
- (e) Staff may transfer sick leave from their previous employer.
- (f) Staff may transfer a maximum of 40 days annual leave from their previous employer. If an annual leave entitlement exceeds this amount then the staff member is required to receive payment for the excess from their previous employer.

12.6 Annual Leave

12.6.1 Rate of Accrual

- (a) Full-time staff accrue annual leave at the rate of one and two-third days per month from their date of appointment.
- (b) Staff are entitled to accrue five days additional annual leave per annum, accruing at the rate of five twelfths of a day per month if:
 - (i) they receive a Remote Area Allowance in accordance with clause 13.7 or
 - (ii) their headquarters is at Parkes, Forbes, Griffith, Leeton, Dubbo, Wagga Wagga, Narrandera, West Wyalong, Finley, Deniliquin, Gunnedah, Narrabri, or
 - (iii) they are employed as a six or seven-day continuous shift worker.
- (c) Staff do not accrue annual leave during periods of leave without pay which exceed more than 20 consecutive working days.

12.6.2 Payment for Annual Leave

- (a) Staff are entitled to be paid in advance for periods of approved annual leave.
- (b) Unless payment is requested in advance, payment is made in the ordinary salary cycle.
- (c) Staff entitled to accrue five days additional annual leave per annum in accordance with 12.6.1(b) can cash out the monetary value of the additional five days leave once in any twelve month period.

12.6.3 Payment of Leave Upon Cessation of Employment

- (a) When staff cease employment with the RTA, they will be paid the value of their annual leave as a lump sum.
- (b) The monetary value of their leave is calculated based on the number of working days accumulated and includes any public holiday that would have occurred if that time had been worked.
- (c) Staff may elect, prior to their last day of employment, to take either the whole or part of their annual leave due on their last day as annual leave, instead of receiving a lump sum payment in lieu of the leave.

- (d) If (c) applies then:
 - (i) annual leave continues to accrue during the period taken as annual leave and this accrual is paid on the final date of service,
 - (ii) the ordinary rate of pay will be increased by any increment which the staff member becomes eligible for during the period of annual leave, and
 - (iii) the final date of service is recognised as the final day of the annual leave taken.

12.6.4 Sick Leave While on Annual Leave

- (a) As per clause 12.9.1(g), staff who are sick during annual leave and wish to claim sick leave must provide a satisfactory medical certificate for that period.
- (b) If approved, the annual leave accrual is re-credited with that equivalent period of sick leave.
- (c) Staff are not entitled to claim sick leave when on annual leave if the annual leave has been taken in conjunction with a resignation or the termination of services, unless the staff member is retiring.

12.7 Extended Leave (Long Service Leave)

12.7.1 Extended Leave Entitlements

The right to extended leave is provided for by the *Transport Administration Act 1988* (NSW) except as varied below.

12.7.2 Extended Leave Entitlements

- (a) Staff who have completed 10 years of continuous service with the RTA, (inclusive of service as recognised in accordance with paragraphs (e) and (f) below) are entitled to extended leave of 44 working days.
- (b) Staff may apply to take extended leave in the following ways:
 - (i) 44 working days at full pay, or
 - (ii) 88 working days at half pay, or
 - (iii) 22 working days at double pay.
- (c) For each additional calendar year of service completed in excess of 10 years, staff accrue 11 working days extended leave.
- (d) From 1 January 2005, staff who have completed at least 7 years of continuous service with the RTA, (inclusive of service as recognised in accordance with (e) and (f) below) are entitled to access the extended leave accrual indicated in (a) above on a pro rata basis of 4.4 working days per completed year of service.
- (e) Part-time staff or casual staff with a regular and consistent pattern of employment with the RTA are entitled to extended leave on the same basis as that applying to full-time staff but payment for the leave is calculated on a pro rata basis.
- (f) All previous periods of full-time and part-time service with the RTA, the former Department of Main Roads, Department of Motor Transport or the Traffic Authority are to be taken into account as service when determining the appropriate rate of accrual of

extended leave, if the staff member is employed on a full-time or part-time basis with the RTA.

- (g) Permanent service with other NSW government bodies will also be recognised by the RTA in accordance with the Public Sector Employment and Management Act 2002 (NSW). Extended leave may also be transferred from Commonwealth and Government Departments from other States as provided in Schedule 3A of the *Public Sector Employment and Management Act 2002* (NSW).
- (h) Nothing in paragraphs (e) or (f) above, entitles staff to payment for previous service recognised, where the accrual for that service has previously been taken as extended leave or paid out on termination.

12.7.3 Effect of Approved Leave Without Pay (LWOP) on Extended Leave Entitlements.

- (a) In determining whether a staff member has completed the required 10 years of service:
 - (i) Any period of approved LWOP taken before 13 December 1963, counts as service.
 - (ii) Any period of approved LWOP, not exceeding 6 months, taken after 13 December 1963, counts as service.
- (b) Where staff have completed 10 years continuous service with the RTA, (inclusive of service recognised in accordance with paragraphs 12.7.2(e) and 12.7.2 (f) above, approved LWOP for the reasons listed below counts as service for extended leave accrual:
 - (i) Military service (e.g. Army, Navy or Air Force);
 - (ii) Major interruptions to public transport; and
 - (iii) Periods on leave accepted as workers compensation leave.
- (c) For staff who have completed 10 years continuous service, (inclusive of service as recognised in accordance with paragraphs 12.7.2(e) and 12.7.2(f) above) any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.

12.7.4 Payment and Taking of Extended Leave.

- (a) Subject to RTA approval, extended leave may be taken:
 - (i) At a time convenient to the RTA;
 - (ii) For a minimum period of one hour;
 - (iii) At full pay, half pay or double pay.
- (b) Staff who take extended leave at double pay:
 - (i) will have their extended leave balance debited for the actual number of working days/hours of leave at full pay plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;
 - (ii) The additional payment is made as a taxed, non-superable allowance, with the exception of payment to members of First State Super or another complying fund of their choice for whom the additional payment is superable;
 - (iii) All leave entitlements will accrue based on the actual number of working days absent from work on extended leave.

- (c) Staff who take extended leave at half pay:
 - (i) Will have their extended leave balance debited at the rate of half the days/hours taken as extended leave;
 - (ii) Recreation leave entitlements will accrue at half the ordinary rate for the actual number of working days absent from work;
 - (iii) All other leave entitlements will accrue based on the actual number of working days absent from work on extended leave.
- (d) If a staff member's ordinary hours of work are constant, payment is made at the current rate of pay.
- (e) For part-time or casual staff whose ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over:
 - (i) the past 12 months, or
 - (ii) the past 5 years, whichever is the greater.
- (f) Payment includes all allowances in the nature of salary but does not include any amounts normally paid for shift work, overtime or penalty rates.
- (g) Payments will be increased to reflect any increment action the staff member becomes eligible for while absent on extended leave.
- (h) Staff who take extended leave whilst in service may choose to be paid fortnightly or in one lump sum in advance of taking the leave.

12.7.5 Sick Leave While on Extended Leave.

- (a) As per clause 12.9.1(g) Staff are only entitled to claim sick leave that occurs during an absence on extended leave, when sick for five or more consecutive working days.
- (b) To claim sick leave, staff must provide a satisfactory medical certificate for the period claimed as soon as possible.
- (c) If sick leave is approved, the extended leave balance is re-credited with:
 - (i) the equivalent period of sick leave, if taking leave on a full or half pay basis; or
 - (ii) the equivalent period of sick leave and the extra amount of extended leave entitlement accessed to make up the double pay allowance, if taking leave on a double pay basis.
- (d) If extended leave is taken at double pay, the RTA will recoup any allowance already paid for the period being claimed as sick leave.
- (e) These sick leave provisions apply if extended leave is taken prior to retirement but not to extended leave taken prior to resignation or termination of services.

12.7.6 Public Holidays While on Extended Leave.

- (a) The days set out in clause 18 of this award that fall while staff are absent on extended leave are not recognised as extended leave and are not deducted from the extended leave balance.

- (b) Payment due for the days set out in clause 18 of this award is calculated on the ordinary hours of work and paid at single time, even if the staff member has chosen to take extended leave at half-pay or double pay.

12.7.7 Payment or Transfer of Extended Leave on Termination.

- (a) Staff who are entitled to extended leave on termination of service, including retirement, will be paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
- (b) For full-time staff, the payment is calculated at the substantive rate of pay on the last day of service.
- (c) For part-time or casual staff, the payment is calculated as per 12.7.4(e) above.
- (d) Staff who have at least five years' service but less than seven years' service (inclusive of service recognised in accordance with paragraphs (12.7.2(e) and 12.7.2(f) above), and their services are either terminated by the RTA for any reason other than serious and intentional misconduct; or by the staff member in writing on account of retirement, illness, or incapacity or domestic or other pressing necessity, the staff member is entitled to:
 - (i) 22 days of leave on full pay after five year's service, and
 - (ii) for service after five years and up to seven years, an additional amount of 4.4 days leave for each completed year of service.
- (e) In the event of (d) applying, any period of leave without pay taken does not count as service.
- (f) Staff who resign to join another Government Department, and 'transfer' as defined by the *Transferred Officers Extended Leave Act 1961 (NSW)* are entitled to have their extended leave accrual accepted by the new employer.

12.8 Leave Without Pay

12.8.1 Approved Leave Without Pay

- (a) Staff may be granted leave without pay (LWOP):
 - (i) providing that good and sufficient reasons are shown for the leave,
 - (ii) up to a maximum of three years, providing that service has been satisfactory,
 - (iii) on a full-time or part-time basis,
 - (iv) commencing on the first working day after the staff member ceases work or at the expiration of paid leave, and
 - (v) ceasing on the day prior to the day on which the staff member resumes work, regardless of whether that day is a working day or not.
- (b) LWOP is granted on the understanding that the RTA retains the right to:
 - (i) abolish any position on the grounds of redundancy,
 - (ii) require a staff member to relinquish a position, or
 - (iii) terminate the staff member's services, should circumstances during the absence, so require.

A decision made to abolish a position while a staff member is on LWOP does not mean that the staff member will be offered a voluntary redundancy. The RTA's policy and procedures on the management of displaced and excess staff will apply.

- (c) Staff may not take LWOP to engage in other employment unless the RTA is satisfied that the skills and experience gained from this other employment will provide the RTA with a demonstrated benefit.
- (d) LWOP does not count as service for increment purposes where the total period exceeds five days in any 12 months.
- (e) Staff are not required to exhaust accrued paid leave before proceeding on LWOP.
- (f) If staff obtain approval to combine all or part of accrued paid leave with LWOP, the paid leave must be taken before LWOP.
- (g) Staff are paid for public holidays falling during LWOP where the total period of LWOP does not exceed ten consecutive working days.
- (h) The effect of LWOP on extended leave entitlements is set out in clause 12.7.3.
- (i) A permanent appointment may be made to the staff member's position if:
 - (i) The leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - (ii) The staff member is advised of the RTA's proposal to permanently back fill their position; and
 - (iii) The staff member is given a reasonable opportunity to end the leave without pay and return to their position; and
 - (iv) The RTA advised the staff member at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- (j) The position cannot be filled permanently unless the above criteria are satisfied.
- (k) The staff member does not cease to be employed by the RTA if their position is permanently backfilled.
- (l) Subclause 12.8.1(i) does not apply to full-time unpaid parental leave or to military leave.

12.8.2 Unauthorised Leave Without Pay

- (a) Staff who do not provide a satisfactory explanation for their absence are regarded as being absent from work without authorised leave. As a result, staff will not be paid for this period of absence.
- (b) Nothing in this clause prevents the RTA from taking disciplinary action against staff for unauthorised absences from work.

12.9 Sick Leave

12.9.1 Sick Leave General

- (a) Illness in this clause and in clause 12.9.2 to 12.9.4 means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.

- (b) Subject to this clause and clause 12.9.4, a staff member absent from duty for more than two consecutive working days because of illness must furnish evidence of illness to their manager in respect of the absence.
- (c) If the manager is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the manager:
 - (i) Shall grant to the staff member sick leave on full pay; and
 - (ii) May grant to the staff member, sick leave without pay if the staff member has exhausted their accrued sick leave entitlement.
- (d) The granting of paid or unpaid sick leave shall be subject to the employee:
 - (i) informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the staff member's starting time as possible; and
 - (ii) providing evidence in accordance with this clause 12.9.1 and subject to the conditions in 12.9.4, which indicates the nature of the illness and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the RTA.
- (e) As a general practice, backdated medical certificates will not be accepted. However if a staff member provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the RTA is satisfied that the reason for the absence is genuine.
- (f) Where, in the opinion of the RTA, a staff member exhibits a pattern of taking sick days immediately preceding or following weekends, rostered days off, accrued days off, flex days, public holidays or other planned absences from the workplace, the staff member may, at the discretion of the RTA, be required to provide a medical certificate for each further absence due to illness or injury. This will be managed under the RTA's Absence Management Program.
- (g) As per clauses 12.6.4 and 12.7.5, if a staff member who is absent on recreation leave or extended leave, furnishes to their manager a satisfactory medical certificate in respect of an illness which occurred during the leave, the manager may, subject to the provisions of this clause, grant sick leave as follows:
 - (i) In respect of recreation leave, the period set out in the medical certificate;
 - (ii) In respect of extended leave, the period set out in the medical certificate if such period is 5 working days or more; and
 - (iii) The manager has the discretion to accept other forms of evidence to satisfy that a staff member has a genuine illness.
- (h) Subclause 12.9.1(g) applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

12.9.2 Direction to Take Sick Leave

- (a) The RTA may direct a staff member to take sick leave if they are satisfied that, due to the staff member's illness, the staff member:

- (i) Is unable to carry out their duties without distress; or
 - (ii) Risks further impairment of their health by reporting for duty; or
 - (iii) Is a risk to the health, wellbeing or safety of other staff members, clients or members of the public.
- (b) The RTA may direct a staff member to participate in a return to work program, where necessary, depending on the nature of the illness and the period of absence on sick leave in order to assist the staff member to resume full duties.

12.9.3 Accrued Entitlements

- (a) Any staff member appointed from the date of this award will commence accruing sick leave in accordance with this clause immediately.
- (b) Staff members employed at the time of the award variation will accrue sick leave in accordance with this clause from 1 January 2010 onwards.
- (c) At the commencement of employment with the RTA, a full time staff member is granted an accrual of 5 days sick leave.
- (d) After the first four months of employment, the staff member shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
- (e) After the first year of service, the staff member shall accrue sick leave fortnightly at the rate of 15 working days per year of service.
- (f) Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- (g) Paid sick leave will not be granted during a period of leave without pay.
- (h) Paid sick leave which may be granted to a staff member in the first 4 months of service shall be limited to 5 days paid sick leave, unless the RTA approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.

12.9.4 Absence Management Program

- (a) A staff member may absent themselves for a total of five working days due to illness without the provision of evidence of illness or injury. Staff who absent themselves in excess of five working days in a calendar year may be required to furnish evidence of illness for each occasion absent for the balance of the calendar year. This will be managed under the RTA's Absence Management Program.
- (b) If the RTA is concerned about the diagnosis described in the evidence of illness produced by the employee, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to HealthQuest or an approved medical practitioner for advice.
 - (i) The type of leave granted to the staff member will be determined by the RTA based on this advice; and
 - (ii) If sick leave is not granted, the RTA will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.

- (c) Staff who are on the Absence Management Program may not be offered overtime or may not be directed to work overtime.
- (d) Nothing in clause 12.9.1 to 12.9.4 removes the right of the RTA to request medical certificates for single day absences where required.

12.9.5 Special Sick Leave

- (a) Staff may be granted special sick leave if the following criteria are satisfied:
 - (i) ten or more years of service, and
 - (ii) has been or will be absent for more than 3 months, and
 - (iii) has exhausted or will exhaust paid sick leave.
- (b) Special sick leave may be granted on the basis of one month for each ten years of completed service plus ten working days, less any additional special sick leave taken during service.

12.9.6 Additional Sick Leave for Staff with War-Caused Disabilities Leave

- (a) Staff with war-caused disabilities which have been accepted by the Department of Veterans' Affairs are entitled to additional sick leave.
- (b) The additional sick leave is 15 days per calendar year but is not cumulative. This additional grant is separate from the normal annual sick leave entitlement.
- (c) Injuries or illnesses resulting directly or indirectly from service in the armed forces but not in a war zone are not regarded as war caused disabilities for the purposes of this clause.

12.10 Maternity Leave

12.10.1 General

- (a) Maternity leave is available for female staff, (including those employed as casuals who have worked on a regular and systematic basis with the RTA for at least 12 months) to enable them to retain their position and return to work within a reasonable time after the birth of their child.
- (b) If a staff member has been granted maternity leave and their child is stillborn or dies shortly after birth, the staff member may choose to take maternity leave or sick leave.
- (c) If a pregnancy terminates and the staff member has applied for or been granted maternity leave, the staff member must advise the RTA of the date of the termination as soon as practicable.
- (d) If a staff member is on another form of leave and their child is born before the expected date of birth, the maternity leave commences from the date of the birth of the child.

12.10.2 Paid Maternity Leave

- (a) Staff who are employed on a permanent or limited duration basis and have completed at least 40 weeks continuous service in the NSW public sector prior to the expected date of birth of a child, are entitled to paid maternity leave at the ordinary rate of pay for:
 - (i) fourteen weeks at full pay; or
 - (ii) 28 weeks at half pay; or

- (iii) a combination of the two options above; or
- (iv) the period of leave actually taken, if a lesser period.
- (b) The equivalent pay for the period of leave in (a) above, can be requested as a lump sum that is paid in advance of starting maternity leave.
- (c) The lump sum payment will be made up to the maximum period indicated in (a).
- (d) Staff who request to be paid for maternity leave as a lump sum and then request to return to work before the period of leave is completed, must repay the remainder of the lump sum amount.
- (e) Staff who receive payment under this clause are not entitled to any payment under clause 12.12 Parental Leave.

12.10.3 Unpaid Maternity Leave

- (a) Staff are entitled to unpaid maternity leave on the following basis:
 - (i) up to nine weeks before the expected date of birth, and
 - (ii) up to 12 months after the actual date of birth of a child.
- (b) Staff may take approved, unpaid maternity leave after the date of birth on a:
 - (i) full-time basis for a period not exceeding 12 months; or
 - (ii) part-time basis for a period not exceeding 2 years; or
 - (iii) partly full-time and partly part-time over a proportionate period of up to two years.
- (c) The RTA will not fail to re-engage regular casual employees because the employee is pregnant or the employee's spouse is pregnant or because the employee has been absent on maternity leave.
- (d) The rights of the RTA in relation to the engagement and re-engagement of casual employees are otherwise not affected.

12.11 Adoption leave

12.11.1 General

- (a) A staff member who is the primary carer of an adopted child is entitled to adoption leave. This entitlement also applies to casual staff who have worked with the RTA on a regular and systematic basis for at least 12 months.
- (b) Adoption leave commences on the date that custody of the child is taken, whether that date is before or after the date on which a court makes an order for the adoption of the child.
- (c) Adoption leave may be approved as either paid or unpaid leave.

12.11.2 Paid Adoption Leave

- (a) Staff are entitled to paid adoption leave if they are employed on a permanent or limited duration basis and have completed at least 40 weeks continuous service in the NSW public sector prior to taking custody of the child.

- (b) Paid adoption leave will be at the ordinary rate of pay for:
 - (i) fourteen weeks or;
 - (ii) 28 weeks at half pay or;
 - (iii) a combination of the two options above; or
 - (iv) the period of leave taken, whichever is the lesser period.
- (c) The equivalent pay for the period of leave in a) above can be requested, as a lump sum that is paid in advance of starting adoption leave.
- (d) Payment will be made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.
- (e) Staff who have requested to be paid for adoption leave as a lump sum and then request to return to work before the period of leave is completed must repay the remainder of the lump sum amount.
- (f) Staff who receive payment under this clause are not entitled to payment under clause 12.12 Parental Leave.
- (g) If both parents are employed in the public sector, adoption leave will only be granted to one parent for each adoption.

12.11.3 Unpaid Adoption Leave

- (a) Staff are entitled to unpaid adoption leave for:
 - (i) a maximum period of 12 months if the child has not commenced school, or
 - (ii) a period, approved by the RTA, up to a maximum of 12 months, if the child has commenced school.
- (b) If approved unpaid adoption leave may be taken as:
 - (i) part-time for a period not exceeding two years or
 - (ii) partly full-time and partly part-time over a proportionate period of up to two years.
- (c) The RTA will not fail to re-engage regular casual employees who are or who have been immediately absent on adoption leave. The rights of the RTA in relation to the engagement and re-engagement of casual employees are otherwise not affected.

12.12 Parental Leave

12.12.1 General

- (a) Staff who are not entitled to Maternity or Adoption Leave may be entitled to unpaid Parental Leave for a period of up to 12 months to enable them, as a parent, to share in the responsibility of caring for a child or children. This entitlement also applies to casual staff who have worked with the RTA on a regular and systematic basis for at least 12 months.
- (b) Staff who are employed on a permanent or limited duration basis and have completed at least 40 weeks continuous service in the NSW public sector, are entitled to Paid Parental Leave of:
 - (i) One week at the full ordinary rate of pay or;

- (ii) Two weeks at half the ordinary rate of pay.
- (c) The remainder of the requested leave will be unpaid.
- (d) Unless agreed to otherwise, the entitlement to Paid Parental Leave will be paid at the full ordinary pay for the first five days of approved leave as set out in 12.12.2 (a).

12.12.2 Taking of Parental Leave

- (a) Parental Leave approved by the RTA may be taken as:
 - (i) Short Parental Leave for an unbroken period of up to eight weeks at the time of the birth of a child or termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children.
 - (ii) Extended Parental Leave for a period not exceeding 12 months, less any Paid or Short Parental Leave already taken as outlined above.
- (b) Extended Parental Leave may commence at any time within two years from the date of birth of the child or the date of taking custody of the adopted child.
- (c) If approved, Extended Parental Leave may be taken:
 - (i) Full-time for a period not exceeding 12 months or;
 - (ii) Part-time over a period not exceeding two years or;
 - (iii) Partly full-time and partly part-time over a proportionate period of up to two years.
- (d) The RTA will not fail to re-engage a regular casual employee because the employee is or has been immediately absent on parental leave. The rights of the RTA in relation to the engagement and re-engagement of casual employees are otherwise not affected.

12.13 Communication during Maternity, Adoption and Parental Leave

- (a) Where staff are on maternity, adoption or parental leave and the RTA makes a definite decision to introduce significant change at the workplace, the RTA will 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 staff member held before commencing maternity, adoption or parental leave; and
 - (ii) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position held before commencing maternity, adoption or parental leave.
- (b) Staff must take reasonable steps to inform the RTA about any significant matter that will affect the staff member's decision regarding the duration of maternity, adoption or parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part-time basis.
- (c) Staff must notify the RTA of changes of address or other contact details which might affect the RTA's capacity to comply with paragraph (a).

12.14 Rights of Request During Maternity, Adoption or Parental Leave

- (a) Staff who are entitled to maternity, adoption or parental leave may request that the RTA allow them:

- (i) to extend the period of unpaid maternity , adoption or parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age,

to assist staff in reconciling work and parental responsibilities.
- (b) The RTA must consider any request made in accordance with paragraph (a) above, having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, the RTA may only refuse the request on reasonable grounds related to the effect on the workplace or the RTA's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The staff member's request and the RTA's decision made under paragraph (a) must be recorded in writing.
- (d) Where a staff member wishes to make a request under paragraph (a) above, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which they are due to return to work from maternity, adoption or parental leave.

12.15 Subsequent period of Paid Maternity or Paid Adoption Leave

- (a) A staff member who is entitled to commence a subsequent period of Paid Maternity Leave or Paid Adoption Leave within 24 months of commencing an initial period of Paid Maternity Leave or Paid Adoption Leave will be paid:
- (i) At the rate they were paid before commencing the initial leave if they have not returned to work; or
 - (ii) At the rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period; or
 - (iii) a rate based on the hours worked period to the subsequent period of leave where the employee has returned to work and not reduced their hours.

12.16 Resumption Of Work After Maternity, Adoption or Parental Leave

Staff who return to work immediately after the expiration of maternity, adoption or parental leave are entitled to be placed in:

- (a) the position they held immediately prior to the taking of leave, if the position still exists; or
- (b) another position for which they are qualified, subject to availability, if the position they held immediately prior to the taking of leave no longer exists.

12.17 Family and Community Service Leave

12.17.1 General

- (a) The RTA shall grant to a staff member some, or all, of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies in sub clause (b). The RTA may also grant leave for the purposes in sub clause (c). Non emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.

- (b) Unplanned and emergency situations may include, but not be limited to, the following:
 - (i) Compassionate grounds, such as the death or illness of a close member of the family or a member of the staff member's household;
 - (ii) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (iii) Emergency or weather conditions, such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;
 - (iv) Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;
 - (v) Attendance at court by a staff member to answer a charge for a criminal offence, only if the RTA considers the granting of family and community service leave to be appropriate in a particular case;
- (c) Family and Community Service Leave may also be granted for:
 - (i) An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - (ii) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.
- (d) The definition of "family" or "relative" in this clause is the same as that provided in clause 12.18 Carer's Leave.

12.17.2 Entitlement to Family and Community Service Leave

- (a) Family and community service leave shall accrue as follows:
 - (i) two and a half days in the staff member's first year of service;
 - (ii) two and a half days in the staff member's second year of service; and
 - (iii) one day for each completed year of service thereafter
- (b) If available family and community service leave is exhausted as a result of natural disasters, the RTA shall consider applications for additional family and community service leave, if some other emergency arises.
- (c) If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.
- (d) If available family and community service leave is exhausted, in cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave may be granted in accordance with clause 12.18 Carer's Leave.

- (e) The RTA may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

12.17.3 Casual employee entitlements to unpaid bereavement leave

- (a) Casual staff are entitled to be unavailable to work, or may leave work, if a family member or relative as set out in subclause 12.18.3 dies.
- (b) Casual staff can be unavailable to work for up to 48 hours (two days work). However, the staff member and the RTA can also make an agreement on a timeframe for the absence that is either longer or shorter than 48 hours (or two days), as required. This agreement must be made before the staff member is absent from work or makes themselves unavailable to work.
- (c) Casual staff will not be paid when they are unavailable to work or leave work in accordance with this clause.
- (d) The RTA may require staff to produce evidence, such as a death certificate or statutory declaration, providing details of the circumstances of the death, which requires them to be unavailable to work.
- (e) The RTA will not fail to re-engage casual staff because they are unavailable to work or leave work in accordance with this subclause. However, the rights of the RTA to otherwise engage or not engage casual staff are not affected.

12.18 Carer's Leave

12.18.1 General

- (a) Carer's Leave allows staff to use available paid sick leave, subject to approval by the RTA and the conditions outlined in this subclause, to provide care and support to a category of persons set out at clause 12.18.3 when these persons are suffering a sudden or short term illness.
- (b) Staff are entitled to carer's leave when:
 - (i) they have exhausted their entitlement to FACSL or are otherwise not entitled to FACSL, and
 - (ii) are the primary care-giver of the category of persons set out at clause 12.18.3.
- (c) The RTA may require the staff member to establish, by providing a medical certificate or statutory declaration, the illness of the person concerned.
- (d) The staff member may elect, with the RTA's agreement, to take annual leave at any time within a period of 24 months from the date at which it falls due, for the purpose of undertaking carer's responsibilities.

12.18.2 Taking of Carer's Leave

- (a) When staff are on carer's leave, sick leave shall be taken from the sick leave accumulated over the previous three years.
- (b) In special circumstances, staff may be granted additional sick leave from their sick leave entitlement accumulated during their employment.

12.18.3 Category of Persons Who Can Obtain Carer's Leave

Carer's Leave is available to enable staff to provide care and support to their ill:

- (a) spouse,
- (b) defacto spouse, being a person of the opposite sex who lives in the same house as them on a bona fide domestic basis, although they are not legally married,
- (c) child or adult child (including an adopted child, step child, foster child or ex-nuptial child),
- (d) parent (including a foster parent or legal guardian),
- (e) grandparent or grandchild,
- (f) sibling (including the sibling of a spouse or defacto spouse),
- (g) same sex partner whom the staff member lives with as a defacto partner on a bona fide domestic basis, or
- (h) relative who is a member of the same household where, for the purposes of this definition:
 - (i) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures, and
 - (ii) 'household' means a family group living in the same domestic dwelling.

12.18.4 Personal Carer's Leave Entitlement for Casual Employees

- (a) Casual staff are entitled to be unavailable to work, or may leave work, if they need to care for a person mentioned in subclause 12.18.3, who is sick and requires care and support, or who requires care due to an unexpected emergency, or birth of a child.
- (b) Casual staff are entitled to be unavailable to work for up to 48 hours (two days work). However, the staff member and the RTA can also make an agreement on a timeframe for the absence that is either longer or shorter than 48 hours (or two days), as required. This agreement must be made before the staff member is absent from work or makes themselves unavailable to work.
- (c) Casual staff will not be paid when they are unavailable to work or leave work in accordance with this clause.
- (d) The RTA may require staff to establish, by providing a medical certificate or statutory declaration, the illness of the person concerned.
- (e) The RTA will not fail to re-engage casual staff because they are unavailable to work or leave work in accordance with this subclause. However, the rights of the RTA to otherwise engage or not engage casual staff are not affected.

12.19 Special Leave

12.19.1 General

- (a) Staff may be granted special leave for activities which are not covered by other forms of leave.
- (b) The amount of leave granted will be dependent on the circumstances for which the staff member requires the leave and the length of service.

12.19.2 Granting of Special Leave

Staff may be granted access to special leave in a number circumstances. These include:

- (a) on transfer (in association with subclause 13.5.11);
- (b) when on jury service;
- (c) when subpoenaed or called as a witness by the Crown;
- (d) when acting as an emergency volunteer;
- (e) trade union activities and training up to a maximum of 12 days in any period of two years;
- (f) Ex-Armed Services Personnel for attending RSL Conference and Congress or to attend the Hospital Medical Review Board etc.;
- (g) participation in graduation ceremonies;
- (h) duties associated with holding official office in Local Government;
- (i) retirement seminars;
- (j) participation in naturalisation ceremonies;
- (k) donating bone marrow;
- (l) professional or learned societies conferences, etc; and
- (m) National Aborigine and Torres Strait Islander Day (NAIDOC).

12.20 Study Leave

- (a) Staff may be granted leave to undertake study.
- (b) The terms and conditions on which study leave may be granted are set out in the RTA's Study Leave Policy, as amended from time to time.
- (c) The RTA will consult with APESMA before making any changes to the Study Leave Policy.

12.21 Examination Leave

- (a) Staff may be granted leave to enable them to attend examinations in courses for which study leave has been approved.
- (b) The terms and conditions on which examination leave may be granted are set out in the RTA's Examination and Pre-Examination Leave Policy, as amended from time to time.
- (c) The RTA will consult with APESMA before making any changes to the Examination and Pre-Examination Leave Policy.

12.22 Military Leave

12.22.1 General

- (a) Staff who are members of the Australian Defence Forces are entitled to military leave every 12 months, commencing 1 July.

- (b) Military leave is approved at the ordinary rate of pay for the purpose of their attending compulsory training, education, instruction or parades.
- (c) Staff must provide evidence to the RTA from the commanding or responsible officer:
 - (i) before the event, certifying that their attendance at the event is necessary; and also
 - (ii) after the event, certifying the dates on which the staff member attended the event.
- (d) Unused military leave does not accumulate.

12.22.2 Entitlements

- (a) Staff who are members of:
 - (i) the Military and Naval Reserves are entitled to up to 24 working days military leave per year or
 - (ii) the Air Force Reserves, are entitled to up to 28 working days military leave per year.
- (b) Staff are entitled to one day special leave to undertake medical examinations and tests for acceptance as a member of the Australian Defence Forces.
- (c) Staff are entitled to special leave for the minimum time necessary to travel to and/or from annual camp provided that:
 - (i) the travel is undertaken during a time when the staff member would normally be at work and
 - (ii) the staff member receives no pay from the Australian Defence Forces for the period granted as special leave.

12.23 Observance of Essential Religious or Cultural Obligations

- (a) Staff are entitled to annual leave, extended leave or leave without pay when they are of:
 - (i) any religious faith and seek leave for the purpose of observing essential religious obligations of that faith, or
 - (ii) any ethnic or cultural background and seek leave for the purpose of observing any essential cultural obligations.
- (b) Providing it is operationally convenient to release the staff member and adequate notice of the need for leave to observe essential religious or cultural obligations is given, the leave will be granted.
- (c) Staff who seek time off during daily working hours to attend to essential religious obligations of faith, will be granted time off, subject to the staff member:
 - (i) giving adequate notice,
 - (ii) obtaining prior approval, and
 - (iii) making up the time in the manner approved by the RTA.

13. Allowances

13.1 Calculation of Allowances

- (a) A daily entitlement to a weekly allowance is calculated at one-fifth of the weekly rate.
- (b) When calculating time worked:
 - (i) a fraction of an hour less than 30 minutes is not taken into account.
 - (ii) fractions of an hour of 30 minutes or more are taken to be one hour.

13.2 Meal Allowance and Meal Break While Travelling

13.2.1 Meal allowance and Break while travelling

- (a) Staff are entitled to claim a meal allowance when travelling on RTA business if they:
 - (i) return to their headquarters or place of residence on the same day;
 - (ii) have a meal break of at least 30 minutes away from their residence or headquarters; and
 - (iii) incur expense in obtaining the meal.
- (b) Staff shall receive meal allowances at the rates contained Table A, Other Allowances, and subject to the following provisions:
 - (i) Breakfast- the journey must have commenced before 6am and at least one hour before the staff member's normal starting time.
 - (ii) Lunch - when staff are required to travel a total distance of at least 100km on the day and take their lunch break at least 50km from their normal headquarters. Staff whose position requires them to undertake work in the field and are regularly required to take lunch away from their nominated headquarters shall not be entitled to a lunch allowance.
 - (iii) Evening meal - the allowance may only be claimed when the meal is taken after 6:30pm.

13.2.2 Meal allowance on overtime

- (a) The entitlement to meal allowances for staff who work overtime, is set out in clause 9.1.5 or 10.5.

13.3 Travelling and Lodging Allowance

13.3.1 General

- (a) If the RTA requires a staff member to proceed on work away from their normal headquarters and the staff member cannot return to their normal headquarters on the day of departure, and the staff member does not permanently change their headquarters:
 - (i) the RTA may elect to arrange and pay for the overnight accommodation direct to the accommodation provider and reimburse the staff member the appropriate meal allowance where the RTA does not provide a meal provided that where a suitable meal is not available because of the staff member's work commitments or for some other sound reason, the meal allowance may be claimed and will be paid. Under any such arrangement, the RTA shall ensure that the accommodation so provided

- is reasonable and appropriate, having regard to the nature of the work assignment
Staff who stay in RTA-provided accommodation may receive an incidentals allowance as set out at Item 5 of Table A; or
- (ii) where the RTA does not pay the accommodation provider directly, the staff member shall receive the appropriate rate of allowance for every period of 24 hours absence by the staff member from their residence; or
 - (iii) the staff member may elect or be directed to be paid actual expenses properly and reasonably incurred for the whole of the business trip together with an incidental expenses allowance as set out at Item 5 of Table A.
- (b) Staff must obtain prior approval before making arrangements to stay in overnight accommodation.
 - (c) Approval to stay in overnight accommodation is determined having regard to safety and local conditions. Where staff are required to attend conferences or seminars which involve evening sessions or make an early start in a location away from their normal headquarters, overnight accommodation may be granted. Staff can be expected to travel up to two hours each way on the forward and return journeys for work-related purposes.
 - (d) The Travelling allowance is calculated at the hourly rate of the relevant lodging allowance as set out at Item 4 of Table A
 - (e) The lodging allowance is an allowance for overnight accommodation, meals and incidentals.
 - (f) Staff who are required to stay in overnight accommodation and are paid the allowance set out at 13.3.1(a)(ii) are entitled to the rate for that region as set out at Item 4 of Table A. The allowance is reduced by 50% if the staff member remains in that region for more than 35 days and up to six months.
 - (g) Lodging allowance is calculated from the time staff depart from:
 - (i) their normal headquarters, or
 - (ii) their normal place of permanent residence where they travel directly from there, or
 - (iii) another temporary work location.
 - (h) Staff who are sent from one temporary work location to another will continue to be entitled to the payment for overnight accommodation, providing that the distance between their headquarters and their subsequent temporary work location is sufficient to make it necessary to continue such arrangements.
 - (i) Subject to (i) above, where the allowance for overnight accommodation at the subsequent temporary work location(s) is a different rate than that applying to the previous temporary work location, staff receive the rates based on the times of departure from each location. Methods for calculation of lodging allowance for staff travelling between different locations are set out in Appendix A.
 - (j) Staff are not entitled to an allowance under clause 13.3 for:
 - (i) any period during which they return to their permanent residence on weekends or public holidays, from the time of arrival at their place of residence until the time of departure,
 - (ii) any period of leave, except with RTA approval or otherwise provided by clause 13.3, or

- (iii) any other period during which they are absent from the temporary work location, otherwise than on official work.
- (k) For the purposes of clause 13.3, 'Sydney' means the area bounded by Palm Beach and Brooklyn in the north, Richmond in the north-west, Penrith in the west Campbelltown and Camden in the south-west and Heathcote in the south. Notwithstanding this definition, if staff are paid an allowance for overnight accommodation, they are expected to find accommodation as close as possible to their temporary work location.
- (l) When staff return from a temporary work location after more than 35 days and less than six months' lodging they are paid travelling at the hourly rate of the relevant Lodgings allowance as set in Item 4 of Table A. Travelling is calculated from the time the staff member departs from their temporary work location to the time they arrive at their headquarters or normal place of permanent residence.
- (m) If the lodging allowance is deemed insufficient to adequately reimburse staff for expenses properly and reasonably incurred, a further amount may be paid to the staff member for the additional expenses incurred; or
- (n) Staff must produce receipts to receive reimbursement for actual expenses unless the RTA is prepared to accept other evidence from them.
- (o) The new accommodation arrangements in this clause shall be implemented in consultation with APESMA. In the event of any dispute over the implementation of these changes the parties shall have recourse to the Commission under the disputes settlement procedure (clause 19).

13.3.2 Lodging in RTA-Provided Accommodation

- (a) Staff who perform official duties at a temporary work location may be directed to lodge in accommodation organised and provided by the RTA.
- (b) Where the RTA does not provide meals, staff are reimbursed meal expenses actually and reasonably incurred during the time spent away from their permanent residence to perform that work.
- (c) Staff who stay in RTA-provided accommodation may receive an incidentals allowance as set out at Item 5 of Table A.

13.3.3 Lodging Away from Headquarters for One Week or More, Within a Reasonable Distance from Headquarters

- (a) If staff:
 - (i) are required to find accommodation away from their headquarters for a period of one week or more, and
 - (ii) are within reasonable distance from their permanent residence/headquarters to travel to their permanent residence at weekends ('reasonable travelling distance' from Sydney being the area bounded by Newcastle, Singleton, Bowenfels, Yass and Nowra),then claims for travel and lodging allowances are calculated according to (c) - (e) below.
- (b) Staff are entitled to the Travelling allowance set out in 13.3.1(d) when travelling to or from a temporary work location, calculated from the time of departure. If staff have approval to use a private vehicle, they are paid the Specified Journey Rate, as set out at

Item 6 of Table A, up to the amount payable had the most economic and practical means of public transport been used.

- (c) Lodging allowance, or the actual and incidentals rate, is paid at the appropriate capital city or non-capital city rate as set out at clause 13.3.1. The allowance is calculated from the time of the staff member's departure to the temporary work location up until the time of arrival back at headquarters/permanent residence, which would normally be from Monday to Friday.
- (d) Where it is necessary to:
 - (i) obtain accommodation on a weekly basis in order to preserve continuity of accommodation, and
 - (ii) the cost exceeds the allowance payable from the time of arrival to the time of departure each week,staff are paid the reasonable actual cost, plus an amount set out at Item 5 of Table A.
- (e) When travelling to permanent residence/headquarters each week, staff are entitled to be reimbursed up to the cost of the most economic and practical means of public transport available. If staff make the journey by private vehicle, they may be required to produce evidence that the journey was actually made.

13.3.4 Lodging Away from Headquarters for One Week or More, Not Within a Reasonable Travelling Distance from Headquarters

- (a) For staff who:
 - (i) are required to find accommodation away from their headquarters for a period of one week or more; and
 - (ii) are not within a reasonable distance from their permanent residence/headquarters, as defined in clause 13.3.3(a)(ii), to travel to their permanent residence at weekends,the entitlement to return to permanent residence/headquarters is calculated as set out below.
- (b) If the distance between a temporary work location and the staff member's permanent residence/headquarters is such that they can travel in their own time and spend 48 hours at their permanent residence/headquarters then staff are entitled:
 - (i) if they have dependents, to return to their permanent residence every four weeks at the RTA's expense. Alternatively, staff may return to their permanent residence every two weeks and have half their costs met by the RTA.
 - (ii) if they do not have dependants, to return to their permanent residence every eight weeks at the RTA's expense. Alternatively, staff may return to their permanent residence every four weeks and have half their costs met by the RTA.
- (c) If the distance between a staff member's temporary work location and their permanent residence/headquarters, by the shortest practicable route, is such that staff are unable to travel in their own time to spend 48 hours at their permanent residence/headquarters then staff are entitled:

- (i) if they have dependants, to return to their permanent residence at the RTA's expense and take two days special leave (usually Friday and/or Monday) every four weeks,
 - (ii) if they do not have dependants, to return to their permanent residence at the RTA's expense and take two days special leave (usually Friday and/or Monday) every eight weeks.
- (d) Having regard to the period of absence from work that is necessitated by land-based travel, the RTA may provide staff with air transport.
- (e) If, in accordance with (b) and (c) above, staff return to their permanent residence/headquarters after the specified period of absence has elapsed, each journey will be regarded as a separate trip for the purposes of calculating lodging allowances and staff are paid travelling time as set out at clause 13.3.3(b).
- (f) When staff travel to their permanent residence/headquarters they are entitled to be reimbursed up to the cost of the most economic and practical means of public transport available. If staff make the journey by private vehicle, they may be required to produce evidence that the journey was actually made.

13.4 Use of Private Motor Vehicle

13.4.1 General

- (a) Unless otherwise specified in this Award, staff bear the cost of daily travel by private vehicle between their permanent residence and headquarters.
- (b) Staff may be authorised to use private motor vehicles where such use will result in greater efficiency or be less expensive for the RTA than other forms of transport.
- (c) If staff have approval to use a private motor vehicle for work purposes, they must have current:
 - (i) third party personal injury insurance, and
 - (ii) a comprehensive motor vehicle insurance policy to an amount and in a form approved by the RTA.

13.4.2 Rates, Allowances and Expenses

- (a) Staff who have approval to use a private motor vehicle for work purposes are paid an allowance, depending on the circumstances and purpose for which the vehicle is being used.
- (b) Staff will be paid:
 - (i) the Specified Journey Rate, as set at Item 6 of Table A for travel to and from a temporary work location; or when on official business where an RTA vehicle or other forms of transport are available, but the staff member elects to use their own private vehicle, with the approval of the RTA. The allowance is limited to an amount not exceeding the cost of travel by public or other available means of transport.
 - (ii) the Official Business Rate as set at Item 7 of Table A for using a private vehicle on official business when no other means of transport is available, where the staff member is directed to use their own vehicle by the RTA and the staff member agrees to do so.

- (iii) the Official Business Rate as set at Item 7 of Table A if, owing to a disability, the staff member is unable to use other transport.

13.4.3 Private Use of RTA vehicles

- (a) Subject to management approval and the provisions of the RTA's Light Motor Vehicle Policy and Guidelines, staff may negotiate to include the private use of an RTA vehicle in a salary package arrangement.
- (b) Such arrangement will be subject to a motor vehicle being available from within the RTA motor vehicle fleet and the vehicle being made available for general use during business hours.

13.5 Conditions and Allowances on Transfer

13.5.1 General

- (a) Unless otherwise approved by the RTA, staff are not paid allowances if they transfer:
 - (i) at their own request within a period of 2 years of taking up duty at their current headquarters,
 - (ii) under arrangements they have made directly with another staff member to exchange positions,
 - (iii) to a new headquarters within 34km of their previous headquarters,
 - (iv) for reasons of proven misconduct.
- (b) Where both spouses are RTA officers and are transferred to the same new headquarters requiring the relocation of residence, they are to seek approval regarding payment of leave and expenses as transferred officers prior to relocating.

13.5.2 Travelling and Accommodation Allowance

- (a) Staff who are transferred from one headquarters to another are paid the travelling allowance set out at clause 13.3.1 until arriving at their new headquarters.
- (b) Staff who are unable to secure a permanent residence or other regular accommodation immediately on arrival at their new headquarters and are:
 - (i) separated from their dependants, are, paid the relevant accommodation allowance set out at clause 13.3, for the first eight weeks,
 - (ii) separated from their dependants, may be partially reimbursed for expenses actually and reasonably incurred provided that the staff member can produce receipts of the expenses claimed. Staff are only able to make this claim for expenses after eight weeks and up to a maximum of six months after having been transferred. The amount that may be reimbursed will be calculated by determining the total amount of expenses incurred, for which the staff member has receipts, minus the amount each week set out at Item 21 of Table A,
 - (iii) occupying temporary accommodation with their dependants are paid three-quarters of the actual and reasonable expenses incurred for a period of up to eight weeks,
 - (iv) occupying temporary accommodation and do not have dependants, are paid 50% of the actual and reasonable expenses incurred for a period of up to four weeks, up to a maximum amount set out at Item 9 of Table A.

- (c) Staff who anticipate that due to special circumstances they will require reimbursement beyond these periods must obtain RTA approval prior to the expiration of the above periods.
- (d) Where the RTA is not prepared, under clause 13.5.10, to meet the expense of transferring dependants, the staff member is paid the relevant accommodation allowances set out at clause 13.3.
- (e) If (b) and (c) above apply, then the staff member is entitled to the provisions for returning to permanent residence set out at clauses 13.3.3 and 13.3.4.

13.5.3 Sale and Purchase of Home When Transferred

- (a) Where a staff member is transferred and the RTA has agreed to meet the cost of relocating their dependants and possessions, the staff member is entitled to be reimbursed the costs associated with the sale of their current residence provided the staff member purchases a residence or land to build a home at the new location. The sale and purchase must occur:
 - (i) not earlier than 6 months prior to and no later than 4 years after the transfer, or
 - (ii) within a period not exceeding a further 4 years if the staff member is transferred again within the timeframe of (a).
- (b) This subclause also applies if a staff member sells their current residence and takes up rented accommodation or transfers, as long it has not been more than four years since their transfer.

13.5.4 Reimbursement of Conveyancing and Other Costs

- (a) If 13.5.3 applies, then the staff member is to be reimbursed for the following expenses:
 - (i) professional costs and disbursements of a solicitor or conveyancing company acting on the staff member's behalf, in respect of transactions limited to Schedule 1 of the *Conveyancing Act 1919* (NSW),
 - (ii) stamp duty paid in respect of the purchase of the staff member's residence or land at their new location, and in respect of any mortgage entered into or discharge of mortgage connected with such transactions,
 - (iii) registration of transfer and discharge of mortgage,
 - (iv) any real estate agent's commission for the sale of the former residence,
 - (v) council or other local government rates levied on the former residence prior to its sale and during the period that it remains untenanted, providing that the staff member has purchased a residence or land on which to build a home at the new headquarters. (The RTA may require the staff member to prove that reasonable efforts have been made to sell the former residence at a reasonable market price),
 - (vi) non-refundable costs to connect gas and/or electricity at the new permanent residence,
 - (vii) the cost of survey certificates, pest certificates and/or lending authority registration fees and charges reasonably incurred in seeking financial assistance, for the purpose of purchasing a residence or land on which to build a home at the new headquarters.
- (b) If the four-year period in (a) above is exceeded, the RTA will consider the staff member's circumstances and may require the staff member to provide full details as to why the sale

and/or purchase of the residence or land could not be completed within the four-year period.

- (c) The maximum amount staff are reimbursed for items in (a) above is limited to the amount which would be payable had the sale and purchase prices in each case been the amount set out at Item 11 of Table A.
- (d) To be eligible for reimbursement in full for the amount of stamp duty in (b) above, staff must occupy their residence within 15 months of transfer to their new location.

13.5.5 Telephone Connection

Staff will be reimbursed the cost of installing a telephone at their new location providing that:

- (a) they were a telephone subscriber at their previous residence at the time of transfer, and
- (b) the amount reimbursed is limited to the full amount of the transfer or installation fee only. Fees for extra telephone equipment and services etc. are not reimbursed.
- (c) Staff must provide receipts when claiming reimbursement.

13.5.6 Arrangement of Accommodation in Advance

- (a) If a staff member and one member of their household travel to the new headquarters, prior to a transfer, to arrange accommodation in advance, the staff member is entitled to:
 - (i) reimbursement of travelling costs or the Specified Journey Rate, up to the amount payable had the most economic and practical means of public transport been used,
 - (ii) two days paid special leave, for the purpose of visiting the new location and arranging accommodation,
 - (iii) such leave as is necessary, on full pay, for the purposes of travelling to the new location, and
 - (iv) actual and reasonable expenses incurred for overnight accommodation and meals for the staff member and their family member, providing the staff member produces receipts, up to a maximum of the amount specified in clause 13.3.
- (b) Where the time taken to travel to the new headquarters and accommodation is arranged in less than two days, staff are entitled to paid special leave for that lesser time.
- (c) Subsequent to commencing work at their new headquarters, if staff have been unable to access the above entitlements but wish to have a member of their household travel to their new headquarters for the purpose of finding new accommodation, staff are entitled to reimbursement of travel and accommodation expenses for the household member, providing that person travels by the most practical and economical means of transport. Where the family member travels by car, the allowance is based on the Specified Journey Rate as set out at Item 6 of Table A.
- (d) Staff are not entitled to the conditions above if they intend to re-occupy their own home.

13.5.7 Weekly Allowance for Increased Rental Costs

- (a) Staff may apply for and may be granted a weekly allowance if they incur increased rental costs after being transferred. The application must be in writing and must be supported by receipts which show the actual rent paid before and after the transfer.

- (b) The weekly allowance is:
 - (i) based on the difference between the cost of rent at the previous headquarters and the cost of rent at the new location,
 - (ii) up to a maximum of the amount set out at Item 13 of Table A per week, and
 - (iii) paid for a period of up to six months, unless exceptional circumstances require that the allowance be extended to a maximum of 12 months.

13.5.8 School Costs for Dependant Children

- (a) Where staff have dependant children in Year 12 who have to stay at the former location and cannot move to the new location because elected subjects are not available at the new location, they are entitled to reimbursement of up to the amount listed in Item 14(b) of Table A, provided that the staff member:
 - (i) pays the amount set at Item 14(a) of Table A, per week,
 - (ii) produces receipts of payment, and
 - (iii) produces a letter from the Department of Education stating that the elected subjects are not available at the new location.
- (b) Where dependant children change to a school at the new location, staff are entitled to reimbursement of the costs of replacing the essential school uniform listed below:

<p>Female Winter Uniforms</p> <ul style="list-style-type: none"> 1 hat 1 blazer 2 tunics 3 blouses 1 tie 3 pairs of stockings/socks 1 pair of gloves 1 pair of shoes 1 track suit or sports uniform (but not both) 1 jumper/cardigan 1 pair of sand shoes 	<p>Female Summer Uniforms</p> <ul style="list-style-type: none"> 3 blouses 2 tunics 3 pairs of stockings/socks
<p>Male Winter Uniforms</p> <ul style="list-style-type: none"> 1 suit coat 2 pairs of winter trousers 1 tie 3 shirts 1 jumper/cardigan 3 pairs of socks 1 pair of shoes 1 tracksuit or sports uniform (but not both) 1 pair of sand shoes 	<p>Male Summer Uniforms</p> <ul style="list-style-type: none"> 3 shirts 2 pairs of trousers (short) 3 pairs of long socks.

- (c) Staff may be reimbursed the cost of clothing not included on the list, which is required at the new school, providing that they supply full particulars and the circumstances surrounding the requirement to purchase.

13.5.9 Transfer of Household Furniture and Effects

- (a) Staff who are transferred from one headquarters to another and have to change their permanent residence are entitled to the following allowances to transfer their household furniture and effects:
 - (i) where the value of the household furniture and effects is more than the amount set out at Item 10(a) of Table A, staff receive the allowance set out at Item 10(b) of Table A.
 - (ii) where the value of the household furniture and effects is less than the amount set out at Item 10(a) of Table A, staff receive the allowance set out at Item 10(c) of Table A.
 - (iii) where staff change their residence and do not have household furniture and effects to warrant the payment of the allowance referred to in (b) above, staff receive the amount set out at Item 10(d) of Table A.
- (b) Staff are entitled to reimbursement of the cost of packing, removing, unpacking and transit insurance of their goods, as well as storage of their furniture and effects up to a maximum of eight weeks.
- (c) Prior to incurring the expense in (b), staff must submit a request to the RTA for approval to incur the expense, accompanied by:
 - (i) an inventory of the furniture and effects with their approximate value,
 - (ii) quotations from carriers for the cost of removal,
 - (iii) if applicable, quotations for storage, limited to a maximum of eight weeks from the date of transfer to their new headquarters.
- (d) Quotations must be obtained, where practicable, from at least two reputable carriers and are to show the cost of removal from house to house, including packing and unpacking and the cost of 'all risk' insurance.
- (e) Staff who wish to extend the period of storage beyond eight weeks must obtain prior approval from the RTA.
- (f) Staff must enter into a contract for the removal of furniture and effects because the RTA will not be responsible for any loss or damage to the furniture or effects in the course of removal.
- (g) Staff are entitled to reimbursement of the cost of all risk insurance, up to a maximum value for furniture and items as set out at Item 12 of Table A. Where the insured value exceeds this amount, the matter is to be referred to the RTA for consideration.

13.5.10 Transfer of Dependants

- (a) If staff transfer for the reasons set out in 13.5.1 (a)(i) or (ii) and special circumstances exist, upon application the RTA may choose to reimburse the entitlements set out below.
- (b) If staff are transferred for the reason set out in 13.5.1 (a) (iv), they are entitled to the provisions set out below.
- (c) When staff and their dependants travel to a new location, they are paid:
 - (i) the actual and necessary fares incurred by the most economical means of public transport available, or

- (ii) the Official Business Rate as set out at Item 6 of Table A if staff choose to travel by private vehicle.
- (d) If staff travel during working hours they are entitled to travelling allowances as set out in clause 13.3. Any time spent in excess of the quickest practicable public surface route is:
 - (i) deducted from annual leave, or
 - (ii) approved as leave without pay.
- (e) Where it is necessary for staff to lodge their family or dependent relatives in temporary accommodation for the time between leaving their previous headquarters and arriving at their new headquarters, they are paid three-quarters of the actual and reasonable additional expenses incurred for a maximum period of one week, providing they supply receipts.
- (f) If staff submit a receipt for joint accommodation costs for them and their family or dependent relatives, the family cost to be used in calculations for (b), is determined by deducting the single tariff rate and the cost of their meals, from the total of the actual cost incurred plus the relevant incidentals rate for capital cities or non-capital cities as set out at clause 13.3.

13.5.11 Special Leave for Transferred Staff

- (a) Where staff are transferred in accordance with subclause 13.5.1, they are entitled to special leave of:
 - (i) up to two days for preparation and supervision of packing of personal and household effects prior to its removal or to arrange storage,
 - (ii) up to one day for the combined purpose of cleaning the premises being vacated and/or occupying their new premises.

13.6 Removal expenses on Retirement, Redundancy or Death

- (a) If staff retire, accept a voluntary redundancy or die at a place other than the place of their original headquarters, then the RTA will reimburse the costs actually and necessarily incurred in removing personal and household effects, together with associated transit insurance, to a location of their choice, or as specified by their next of kin or executor of their estate in the case of death, provided:
 - (i) the costs claimed do not exceed the cost had the effects been moved to the original headquarters,
 - (ii) the relocation is effected within 12 months of the date of retirement, voluntary redundancy or death and written application is made by the widow or widower, and
 - (iii) in the case of voluntary redundancy only, the staff member has not rejected an offer of redeployment.
- (b) Any separate claim made by the staff member's children or dependant relatives will be considered by the RTA provided that full particulars for the reason for special consideration are supplied.

13.7 Remote Areas Allowance

- (a) The remote areas allowance rates set out in Item 15 of Table A and discussed in this clause are the rates payable per annum.

- (b) Staff whose headquarters and residence are in an area upon or west of a line starting from a point on the bank of the Murray River opposite Swan Hill, which then extends by straight line passing through the following towns in order, namely, Conargo, Coleambally, Hay, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford, and Bonshaw are paid a remote areas allowance at Grade A.
- (c) Staff whose headquarters are in Deniliquin are also paid the Grade A Allowance.
- (d) Grade B Allowances will be paid to staff whose headquarters and residence are at Angledool, Barrigun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra.
- (e) Grade C Allowances will be paid to staff whose headquarters and residence are at Fort Grey, Mootwingee, Mount Wood, Nocoleche, Olive Downs, Tibooburra and Yethong.
- (f) Staff will be paid the dependant rate, set out at Item 15 of Table A, if their dependants also reside in the defined remote area.

13.8 Fares Subsidy - Remote Areas

- (a) Staff who are located in an area for which a remote areas allowance is paid are paid a subsidy towards the cost of fares incurred when taking annual leave away from that area.
- (b) The fares subsidy is paid once in every 12 month period, calculated from the date the staff member takes up work in the area.
- (c) A fares subsidy entitlement not taken in one year is forfeited and can not be carried over to enable a staff member to make two claims in the following year.
- (d) Staff who travel by public transport are paid the lesser of:
 - (i) actual costs, less the amount set out at Item 16(a) of Table A; or
 - (ii) up to a maximum of the amount set out at Item 16(b) of Table A for the staff member and their spouse/dependants; or
 - (iii) up to a maximum of the amount set out at Item 16(c) of Table A if the staff member does not have a spouse/dependants.
- (e) Where staff travel by private vehicle, they are paid:
 - (i) the Specified Journey Rate as set out at Item 6 of Table A; or
 - (ii) actual and reasonable costs in excess of the amount set out at Item 16(a) of Table A, whichever is the lesser, up to the maximum specified in (c) above.
- (f) Travel subsidies are based on the cost of a return journey from headquarters to Sydney by the most practical and economic means of public transport available, or elsewhere not exceeding the cost of a return journey to Sydney
- (g) There is no entitlement for reimbursement of taxi fares or meals.
- (h) Unless otherwise approved, staff are only paid the fares subsidy when they proceed on a period of leave that would entitle them to the payment of annual leave loading (ie, ten consecutive working days one day of which is annual leave).

13.9 On-Call Allowance

- (a) Staff are paid an on-call allowance when directed to be on-call.
- (b) When on-call staff are required:
 - (i) to be available outside of ordinary working hours,
 - (ii) to respond to an emergency/breakdown situation in a reasonable time agreed with management, and
 - (iii) to remain in a fit state, unimpaired by the effects of alcohol or drugs.
- (c) Staff who are on-call are not required to remain at their permanent residence but must be able to be contacted immediately.
- (d) The rate of the on-call allowance is set out at Item 20 of Table A.
- (e) Staff who are on-call are not entitled to a disturbance allowance.

13.10 Disturbance Allowance

- (a) Staff may be contacted outside of normal work hours to assist with or co-ordinate a response to an emergency and/or breakdown without being required to attend the emergency and/or breakdown. Staff may be contacted to put into place emergency arrangements by contacting other staff to attend an incident or providing advice in response to an emergency situation.
- (b) The disturbance allowance is:
 - (i) paid at a minimum of one hour of the ordinary hours rate
 - (ii) not paid if the staff member's salary exceeds the top step of Engineer Level 4.
- (c) The disturbance allowance is payable under the following arrangements:
 - (i) for workers on standard hours or flexitime, between the hours of 8.00 pm and 6.00 am Monday to Friday, all day Saturdays, Sundays, public holidays and accrued days off,
 - (ii) for shift workers, two hours after the completion of a shift, two hours prior to the commencement of a shift and all day for rostered days off and accrued days off.
- (d) Where more than one telephone call is received or made within the hour, only one hourly payment is paid.

13.11 Relieving in a Higher Grade

13.11.1 Higher Duties Allowance

- (a) If staff have approval to relieve in a higher graded position for one continuous period of five working days or more and are instructed to perform the whole of the duties of the position, they are paid the minimum salary of the higher graded position for the full period of relief.
- (b) Where, in any one period of relief, staff have approval to relieve in a higher graded position for five consecutive working days or more and do not perform the whole of the duties of the higher graded position they are paid a percentage, as determined by the RTA, of the minimum salary of the higher graded position.
- (c) A salary is not reduced when staff are directed to relieve in a lower graded position.

- (d) Staff who are entitled to a higher duties allowance will continue to be paid the allowance when they are absent for less than five consecutive working days (or equivalent for part-time staff).
- (e) Staff who have relieved for 12 months or more in a higher graded position and continue to relieve in that position are paid the allowance for all paid leave taken during the period of relief, after the first 12 months.

13.11.2 Higher Duties Allowance - Part-Time Arrangements

- (a) Staff relieving in a higher graded position whose position holder is either a part-time staff member or has taken a period of leave on a part-time basis, are paid the higher duties allowance when having worked the equivalent of five complete working days in the higher graded position.
- (b) Part-time staff relieving in a higher graded position for the part time equivalent of five complete working days are paid the higher duties allowance on a pro-rata basis, based on the number of hours worked.

13.11.3 Incremental Progression

- (a) Staff relieving in a higher graded position for 12 months or more may progress, by payment of a personal allowance, to the next incremental step of the higher graded position, providing that the staff member has received 100 per cent of the higher duties allowance continuously during the previous 12 months.
- (b) Where the allowance has been discontinued during a period of leave, the increment is delayed by a period of time corresponding to the period or periods of leave taken.
- (c) Where periods of relief in a higher graded position or positions are broken, the periods may be aggregated, irrespective of the nature of the work of the position(s). The aggregated periods are regarded as continuous service for the purpose of incremental progression within the position(s), provided that:
 - (i) only periods where the staff member's salary and the allowance of the higher position is greater than or equal to the salary of the new position are counted,
 - (ii) any period of leave during which the allowance was not paid is discounted, and
 - (iii) aggregation does not extend over any break in excess of six months.

14. Trade Union Activities and Union Membership Fees

14.1 General

Generally, staff who wish to undertake APESMA activities must do so outside their working hours and at their own expense. Activities include discussing APESMA business with APESMA members or attending APESMA meetings.

14.2 APESMA Delegate - Release from Work

- (a) APESMA delegates are entitled to be released from work for a reasonable amount of time to undertake any of the activities specified in clause 14.3 providing that there is no industrial action being undertaken in the RTA in relation to the matter being discussed.
- (b) Delegates who participate in industrial action in relation to the matter being discussed are regarded as being absent from work and are not entitled to any form of leave.

14.3 APESMA Delegate - on Duty Activities

- (a) APESMA delegates are entitled to be released from work to undertake the following activities:
- (i) meetings with RTA management or management representatives,
 - (ii) meetings of the workplace Occupational Health and Safety (OH&S) Committee and participation in all official activities relating to the functions and responsibilities of elected OH&S Committee members at a place of work as provided by the *Occupational Health and Safety Act 2000* (NSW) and Regulations.
 - (iii) giving evidence in court on behalf of the RTA,
 - (iv) appearing as a witness before the Government and Related Employees Tribunal (GREAT),
 - (v) representing APESMA before GREAT as an advocate or as a Tribunal Member,
 - (vi) by agreement with management and where operational requirements allow, a reasonable amount of preparation time is to be provided before:
 - 1. meetings with management,
 - 2. disciplinary or grievance meetings when an APESMA member requires the presence of a union delegate.
- (b) Time spent in these approved activities is considered time worked.

14.4 APESMA Delegate - Special Leave Activities

- (a) APESMA delegates are granted paid special leave to attend the following activities during ordinary working hours:
- (i) annual or biennial conferences of APESMA,
 - (ii) meetings of APESMA's Executive, Committee of Management or Councils,
 - (iii) annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions,
 - (iv) attendance at meetings of Unions NSW involving APESMA which requires their attendance,
 - (v) assisting APESMA's counsel or acting as APESMA's advocate,
 - (vi) giving evidence before an Industrial Tribunal as a witness for APESMA, and
 - (vii) reasonable travelling time to and from conferences or meetings in respect of the abovementioned activities.
- (b) Only in the circumstances listed below may special leave be granted to staff members undertaking trade union activities during their ordinary working hours. In these circumstances, the grant of special leave:
- (i) Is at the convenience of the RTA;
 - (ii) Must be confined to a minimum of staff;
 - (iii) Is for the minimum necessary period;

- (iv) Is only for union activities that cannot be undertaken outside of normal working hours;
- (v) Is dependent upon an application having been made to the RTA in advance
- (vi) Is not to incur liability to the RTA for expenses including but not limited to fares, overtime, travelling compensation, travelling and sustenance allowances and meal money;
- (vii) Is not to extend beyond the standard hours for the staff member for that day.

14.5 APESMA Delegate - Travelling and Other Costs

- (a) Where the RTA calls a meeting:
 - (i) APESMA delegates who are from offices located in regional NSW must make use of available technology to attend the meeting such as tele-conferencing or video-conferencing facilities;
 - (ii) Where teleconferencing or video-conferencing facilities are unavailable, or the RTA approves physical attendance at the meeting, APESMA delegates who are from offices located in regional NSW are to be paid travel and accommodation costs properly and reasonably incurred in accordance with clause 13.3;
 - (iii) APESMA delegates are entitled to have any leave previously granted for the day on which special leave or release from work subsequently applies to be re-credited. If the APESMA delegate is on a rostered day off, the RTA will consult with them to arrange an alternative rostered day off that is mutually convenient to both the RTA and the delegate;
 - (iv) APESMA delegates are not paid overtime, leave in lieu, shift penalties or other additional costs.
- (b) Except as specified in paragraph 14.5(a)(i), all travel and other costs incurred by staff in respect of APESMA activities must be paid by APESMA.

14.6 Loan of Services

- (a) Staff may perform work on a temporary basis at APESMA when it makes application to the RTA because:
 - (i) it needs their services, or
 - (ii) they are a member of the Executive or Council of APESMA and are required by APESMA to undertake a country tour.
- (b) When proceeding to work at APESMA, staff must complete a leave form in the usual manner which shows the reason for absence as "On loan to APESMA".
- (c) When performing work for APESMA, the following applies:
 - (i) the period of the loan counts for service in respect of all entitlements,
 - (ii) the staff member remains on the RTA's payroll,
 - (iii) if the staff member wishes to apply for leave whilst at APESMA they should make application for leave to the RTA in the usual manner, and
 - (iv) APESMA is required to meet all salary and other costs including superannuation.

14.7 Trade Union Training Courses

- (a) APESMA members may be granted special leave up to a maximum of 12 days in a period of two years to attend short trade union training courses or seminars which are conducted by or with support of the Trade Union Education Foundation or APESMA.
- (b) Staff are granted special leave, subject to the following:
 - (i) operating requirements permit the granting of leave and the absence does not require employment of relief staff,
 - (ii) payment is calculated at the base rate i.e. shift allowances, overtime, penalty rates etc are not included,
 - (iii) staff meet their own expenses occurred in attending such training courses or seminars, e.g. fares, accommodation, meal costs etc,
 - (iv) leave granted counts as service for all purposes,
 - (v) special leave may include travelling time required during working hours to attend such courses or seminars, and
 - (vi) leave applications must be accompanied by a statement from APESMA that it has nominated the staff member for a course or seminar.

14.8 Deduction Of Union Membership Fees

- (a) APESMA must provide the RTA with a schedule setting out APESMA membership fees payable by its members.
- (b) APESMA must advise the RTA of any changes to the amount of membership fees. Any variation to the schedule of APESMA fortnightly membership fees payable must be provided to the RTA at least one month in advance of the variation taking effect.
- (c) APESMA members can authorise the RTA to deduct their APESMA membership fees from their salary.
- (d) Monies so deducted from a salary must be forwarded to APESMA together with necessary information to enable APESMA to reconcile and credit subscriptions to the relevant membership account.
- (e) Unless the RTA and APESMA otherwise agree, APESMA membership fees will be deducted each salary period from the member's salary and forwarded to APESMA each salary period.

15. Clothing

15.1 Protective Clothing

- (a) Staff who are required to wear protective clothing, footwear or equipment to perform work will be provided with the protective clothing considered necessary.
- (b) Disciplinary action may be taken against staff who fail to comply with directions regarding the use of protective clothing, footwear or equipment.

16. Professional Development

16.1 Professional Development Opportunities

- (a) The Parties agree that all staff will continue to be provided with the maximum opportunities for professional development. This should occur as part of the work and development planning process.
- (b) The type of internal and external courses provided will be determined by consultation between APESMA and the RTA.

16.2 Professional Development

Professional development will not be limited to internal and external training courses and may include Professional Engineers' exchange programs, secondments, attendances at conferences, seminars or short term study courses which have been approved by the RTA and permission granted for the staff member to attend.

17. Salary Sacrifice Arrangements

17.1 General

- (a) Staff may voluntarily utilise part of their pre-tax salary on agreed salary sacrifice items, in accordance with applicable RTA policies.
- (b) The RTA agrees that salary sacrifice will be made available for appropriate items, including superannuation.
- (c) The RTA will make information available for Staff on the salary sacrifice options available to them.
- (d) No staff will be required to engage in salary sacrifice or prejudiced in their employment as a result of opting not to sacrifice salary.
- (e) All salary sacrifice opportunities and commitments are subject to the applicable tax law.

18. Public and Public Service Holidays

18.1 Public Holidays

- (a) New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other day proclaimed in the New South Wales Government Gazette as a public holiday for the State are to be observed as a public holiday without loss of pay.
- (b) Casual staff are not entitled to any payment while absent due to a public holiday.
- (c) Staff who are directed to work on a public holiday will be paid the rate set out in 10.2(b)(iv) for the time worked.
- (d) Public Holidays that occur during absences on approved leave are not deducted from the staff member's leave balance

18.2 Public Service Holiday

- (a) The public service holiday is to be observed on a working day between Christmas Day and New Year's Day as nominated by the Chief Executive, without loss of pay.
- (b) Casual staff are not entitled to any payment while absent due to a public service holiday.
- (c) Staff who are required to work on the Public Service holiday may take another working day in lieu between Christmas Day and New Year's Day.

- (d) Staff who are required to work on the Public Service holiday and cannot take another working day in lieu between Christmas Day and New Year's Day are entitled to:
 - (i) take time off in lieu as set out in 10.4; or
 - (ii) be paid the rate of double time and one-half for time worked on the Public Service holiday.

18.3 Local Public Holidays

Staff are entitled:

- (a) to observe a maximum of two gazetted local public holidays (or four half-days) per year without loss of pay;
- (b) to observe gazetted local public holidays providing that the staff member works in the local area on the working day before and the working day after a local public holiday; and
- (c) to the equivalent paid time off in the next roster period if rostered off on a local public holiday.
- (d) Staff who work on a local public holiday are entitled to:
 - (i) take time off in lieu as set out in 10.4; or
 - (ii) be paid at the rate of double time and one-half.

18.4 Entitlements For Part-Time Staff

- (a) In addition to the provisions of clauses 18.1, 18.2 and 18.3, staff who:
 - (i) usually work the day on which a public holiday falls are entitled to observe the public holiday and be paid their ordinary rate of pay;
 - (ii) do not usually work the day on which a public holiday falls are not entitled to be paid.
- (b) Staff who are directed to work on a Public Holiday or public service holiday will be paid as set out in 18.1 (c) for time worked.

19. Dispute Settlement and Grievance Procedures

19.1 General

The RTA and APESMA are committed to engaging in effective consultation, both formal and informal, on matters of mutual interest and concern, irrespective of whether or not these matters are likely to give rise to a dispute.

19.2 Dispute Settlement

19.2.1 Procedure

- (a) Where a dispute cannot be resolved at a local level, the matter must be referred to the Manager of the Industrial Relations Section or other nominated officer, who will then arrange for the matter to be discussed with APESMA.
- (b) Where a dispute cannot be settled at this level, the matter is to be referred to senior management.
- (c) If the matter remains unresolved, the matter may be referred to the NSW Industrial Relations Commission.

- (d) While the procedures in (a)-(c) are being followed, no stoppage of work or any other form of limitation of work will be applied.
- (e) APESMA reserves the right to vary the above procedure where a safety factor is involved.
- (f) Nothing in this clause shall limit the right of either APESMA or the RTA to refer any matter to the NSW Industrial Relations Commission.

19.3 Grievance Procedure

- (a) A grievance is a personal concern about work or the work environment for which staff seek hearing or resolution.
- (b) A grievance may, for example, relate to:
 - (i) allocation of work or development opportunities,
 - (ii) a perceived denial of an entitlement, or
 - (iii) suspected discrimination or harassment.
- (c) The RTA's grievance resolution policy and guidelines, as amended by the RTA from time to time, are to be followed when a grievance arises. The current grievance resolution policy is detailed in Appendix C.
- (d) While the policy, guidelines and procedures are being followed, normal work is to continue.

20. Anti-Discrimination

20.1 General

- (a) The parties to this award seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* (NSW) to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute settlement procedure prescribed in Clause 20 of 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 this award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977* (NSW), it is unlawful for staff to be victimised because they have made or may make or have 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* (NSW),
 - (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 parties by the *Anti-Discrimination Act 1977* (NSW).
- (f) Staff and the RTA may also be subject to Commonwealth anti- discrimination legislation.
- (g) Section 56(d) of the *Anti-Discrimination Act 1977* (NSW) 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."

21. Occupational Health and Safety

21.1 General

- (a) The RTA and staff will seek to comply with the NSW *Occupational Health and Safety Act 2000* at all times.
- (b) All staff will take a constructive role in promoting improvements in occupational health, safety and welfare to assist the RTA in achieving a healthy and safe working environment.
- (c) For further details, staff should refer to the RTA's policy and guidelines in the Occupational Health and Safety Manual.

22. Secure Employment

22.1 General

The RTA will take all reasonable steps to provide staff with secure employment by maximising the number of permanent positions in the RTA, in particular by ensuring all casual employees have the opportunity to elect to become full-time or part-time employees.

22.2 Casual Conversion

- (a) Casual staff who have had regular and systematic employment during a period of six months, have the right to elect to have their ongoing contract of employment converted to permanent full-time or part-time employment, if their employment is going to continue beyond the six months.
- (b) The RTA will give staff notice in writing of the provisions of this subclause within four weeks of them having attained six months of regular and systematic employment. Staff will retain their right of election to permanent full-time or part-time employment under this subclause if the RTA fails to comply with this notice requirement.
- (c) Upon receiving notice from the RTA under paragraph a) ii), or after the expiry of four weeks for the RTA to give such notice, staff may give four weeks notice in writing to the RTA stating that they seek to elect to convert an ongoing contract of employment to full-time or part-time employment. Within four weeks of the RTA receiving such notice, the RTA will either consent to or refuse the election, but will not unreasonably refuse. If the RTA refuses the election to convert, the reasons for doing so will be fully stated and discussed with the staff member, and a genuine attempt will be made to reach an agreement. Any dispute about a refusal of an election to convert to an ongoing contract of employment will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) If staff do not, within four weeks of receiving written notice from the RTA, elect to convert their ongoing contract of employment to full-time or part-time employment, will be deemed to have elected against any such conversion.
- (e) Staff who elect to become and have been converted to a full-time employee or a part-time employee may only revert to casual employment by written agreement with the RTA.

- (f) Staff who elect to have their contract of employment converted to full-time or part-time employment in accordance with paragraph a) iii), must, in accordance with this paragraph, and subject to paragraph a) iii), discuss with the RTA and agree upon whether the staff member will convert to full-time or part-time employment.
- (g) If it is agreed that the staff member will become a part-time employee, the RTA and staff member must agree upon the number of hours and the pattern of hours that will be worked 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).
- (h) Provided that the staff member has worked on a full-time basis throughout the period of their casual employment, the staff member has the right to elect to convert their contract of employment to full-time employment.
- (i) Staff who have worked on a part-time basis during the period of casual employment have the right to elect to convert their 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 to between the staff member and the RTA.
- (j) Following an agreement being reached pursuant to paragraph vi), the casual staff member will convert to full-time or part-time employment. If there is any dispute about the arrangements for converting from casual employment to full-time or part-time employment, it will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (k) Staff will not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

22.3 Occupational Health and Safety

- (a) For the purposes of this subclause, the following definitions will apply;
 - (i) 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.
 - (ii) 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.
- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises must do the following (either directly, or through the agency of the labour hire or contract business):
 - (i) Consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (ii) Provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required by such employees to perform their job safely;
 - (iii) 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

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

22.4 Disputes Regarding the Application of this Clause

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

22.5 Application

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.

23. No Extra Claims

APESMA undertakes not to pursue any extra claim until after 30 June 2010.

24. Negotiation of Next Award

The parties agree to begin negotiations for a new award six months prior to the expiration of this award.

PART B

Table. A - Other Allowances

Item No.	Description	Amount (\$)	Source
1.	Meal Allowance on Overtime Breakfast Lunch Evening Meal	22.60 22.60 22.60	HR Circular (ATO Determination)
2.	Meal Allowance while Travelling Capital Cities & High Cost Country Centres (refer to (4)below) Breakfast Lunch Evening Meal 'Tier 2' Country Centres & 'Elsewhere' (refer to (4)below) Breakfast Lunch Evening Meal	20.20 22.65 38.95 18.05 20.65 35.60	HR Circular (ATO Determination)
3.	Lodgings Location Capital Cities Sydney Adelaide Brisbane Canberra Darwin Hobart Melbourne	Per Day (\$) 280.25 242.25 253.25 211.25 238.25 201.25 247.25	HR Circular (ATO Determination)

	Perth	233.25	
	High Cost Country Centres		
	Gold Coast (Qld)	236.30	
	Newcastle	217.80	
	Maitland	209.30	
	Port Macquarie	216.30	
	Tier 2 Country Centres (NSW)		
	Bathurst	199.45	
	Broken Hill	199.45	
	Dubbo	199.45	
	Orange	199.45	
	Wagga Wagga	199.45	
	Wollongong	199.45	
	All other Country Centres (NSW)		
	Elsewhere	182.45	
4.	Incidentals allowance (all locations)	15.45/day	HR Circular (ATO Determination)
5.	Official Business Rate:		
	Over 2,601cc	0.86.2/km	HR Circular from (DPC Circular - CPI)
	1,1601-2,600cc	0.70.0/km	
		0.80.3/km	
		0.69.0/km	
	Under 1600cc	0.57.5/km 0.58.0/km	
6.	Specified Journey Rate		
	Over 2,601cc	0.307/km	HR Circular (Expenses/ Allowances Policy)
		0.28.0/km	
	1,1601-2,600cc	0.285/km	
		0.27.6/km	
	Under 1600cc	0.24/km 0.23.2/km	
7.	Maximum allowance for staff separated from dependants	254/week	Relocation Expenses 10.3.11 (TECA)
8.	Allowance for removal of furniture:		
	- value of furniture \$7037 or more	1126	Relocation Expenses - Policy 10.3.5 (TECA)
	- value of furniture of less than \$7037	563.00	
	If the household effects are less than a substantial portion of what constitutes normal household furniture, furnishings and fitting:	281.00	
	If not eligible, staff shall receive -		
9.	Max purchase price of home on which reimbursement of expenses is based	520,000.00	Relocation Expenses Policy (TECA)
10.	Maximum value of furniture and effects on which risk insurance is paid	38,000.00	Relocation Expenses Policy 10.3.4 (TECA)
11.	Rental subsidy: Max amount of allowance to offset increased costs	51.00	Relocation Expenses Policy 103.13 (TECA)
12.	Board and lodging of children: Staff member to pay first	27/week	Relocation Expenses Policy

	RTA pays up to a maximum of:	56/week	10.3.9 (TECA)
13.	Remote areas allowance (with dependants) A B C Remote areas allowance (without dependants) A B C	1460.00 1936.00 2585.00 1018.00 1358.00 1811.00	HR Circular Expenses/Allowances Policy 10.2.15 (DPC Circular, CPI March quarter)
14(a)	Fares subsidy for climatic area - actual cost less Or	36.00	HR Circular
14(b)	Maximum amount for officer with spouse/dependents Or	241.00	
14(c)	Maximum amount for officer without spouse/dependents	119.00	
15.	On call allowance	50.00 per day Mon - Fri 75.00 per day - Sat, Sun, P. Hol	Per HR Circular 2003-12
16.	Temporary accommodation beyond first 8 weeks: Actual and reasonable out of pocket expenses for board and lodging less:	12.50/week	Re-location Expenses Policy 10.3.011

**Movements in the allowances referred to above will be increased from time to time in accordance with the corresponding source document from a date notified by the RTA. For the avoidance of doubt nothing in this Award incorporates the source document into the Award.

APPENDIX A

Calculation. of Overnight Expenses

General

The rates of overnight expenses generally reflect the cost of meals and accommodation at a particular location. Consequently, different daily rates apply to each capital city in Australia and to selected high cost regional centres and a single rate applies to all other country locations.

Expenses are paid from the time of departure from headquarters or permanent residence up to the time the staff member arrives back at their headquarters or permanent residence.

When calculating expenses, the location of the overnight stay will dictate the daily allowance rate that will apply and the time of departure from each location will dictate the change from one rate to another.

Examples

1. Travel to a Single Destination

A staff member travels from their permanent residence at Grafton to attend a series of meetings in Sydney necessitating an overnight stay. The staff member departs Grafton at 6.00am and arrives back at their permanent residence at 6.00 pm the following day.

Calculation of expenses

Staff are entitled to claim 1 day 12 hours at the Sydney expense rate.

2. Travel itinerary involving overnight stays at a number of locations

A staff member travels for work purposes from their headquarters in Sydney staying overnight at Newcastle, and Bathurst before returning to Sydney. In this example, the location of the overnight stay will dictate the daily allowance rate that will apply and the time of departure from each location will dictate the change from one rate to the next.

The itinerary is as follows:

Day 1 - depart Sydney at 7.00am. Meetings at Newcastle. Overnight Newcastle.

Day 2 - depart Newcastle at 8.00am. Travel to Bathurst for meetings. Overnight Bathurst.

Day 3 - depart Bathurst midday. Travel to Sydney arriving at permanent residence at 5.00pm.

Calculation of Expenses

1 day and 1 hour at the Newcastle expenses rate, i.e. from time of departure at Sydney on day 1 (7.00am) to the time of departure from Newcastle on day 2 (8.00am); and

1 day and 9 hours at the Bathurst expenses rate, i.e. from time of departure from Newcastle (8.00am) to time of departure from Bathurst (12pm) and travel back to Sydney (5pm).

APPENDIX B**Professional Engineers Salary Scale**

Professional Engineers' Salary Scale		From 1 July 2008	from 1 July 2009	from 1 July 2009
Engineering grade/level	Year	2008	2009	2010
		Reflects 4% increase on base from 2007	Reflects 4% increase on base from 2008	Reflects 4% Increase on base from 2009
Cadet engineer level 1		31,882	33,157	34,483
Cadet engineer level 2		33,721	35,070	36,473
Cadet engineer level 3		35,778	37,209	38,697
Cadet engineer level 4		38,038	39,560	41,142
Cadet engineer level 5		40,976	42,615	44,320
Cadet engineer level 6		41,399	43,055	44,777
GRAD Program Engineer	1	58,518	60,859	63,293
GRAD Program Engineer	2	60,410	62,826	65,339
GRAD Program Engineer	3	61,499	63,959	66,517
Engineer Level 1	1	68,331	71,064	73,907
Engineer Level 1	2	70,744	73,574	76,517
Engineer Level 1	3	72,117	75,001	78,001
Engineer Level 1	4	75,074	78,077	81,201
Engineer Level 1	5	78,121	81,245	84,495
Engineer Level 1	6	80,562	83,784	87,135
Engineer Level 2	1	84,265	87,636	91,141
Engineer Level 2	2	86,688	90,156	93,762
Engineer Level 2	3	90,588	94,212	97,980

Engineer Level 3	1	92,874	96,589	100,453
Engineer Level 3	2	96,538	100,400	104,416
Engineer Level 3	3	101,497	105,557	109,779
Engineer Level 4	1	104,634	108,820	113,173
Engineer Level 4	2	109,189	113,556	118,098
Engineer Level 4	3	111,645	116,111	120,755
Engineer Level 5	1	118,177	122,904	127,821
Engineer Level 5	2	121,630	126,495	131,555
Engineer Level 5	3	125,881	130,916	136,152
Engineer Level 6	1	129,638	134,824	140,217
Engineer Level 6	2	132,995	138,315	143,848
Engineer Level 6	3	139,368	144,943	150,741

*** All salaries in this table include 1.35% annual leave loading

APPENDIX C

Grievance. Resolution

Policy:

The Authority's grievance resolution policy provides a system for handling internal grievances which:

recognises the right of an individual to raise any concern about work-related issues and expect a prompt and fair response;

encourages appropriate behaviour in the workplace; and

raises and maintains high standards of morale and work satisfaction by providing a work environment where the full potential of each staff member can be realised.

All managers and supervisors have a responsibility to identify and resolve, as far as possible, causes of stress to workers under their control without waiting for a grievance to be expressed first. Every staff member has a responsibility to avoid treating co-workers in a way that will cause distress.

Coverage:	All staff.
Delegation:	Supervisor.
Enquiries:	Human Resources Managers
File number:	CHN I&E 90/2235

Guidelines:

Definitions

Grievant

The staff member who raises the grievance is referred to as the grievant. For each grievance there may be one or more grievants.

Respondent

The staff member who is alleged to have acted unfairly or in a discriminatory manner or is alleged to be the instigator of the cause of the grievance is referred to as the respondent. There may be more than one respondent in any one grievance situation.

Grievance Advisers

The role of a grievance adviser is to listen to a grievance, offer advice and clarify the facts of the matter in order to assist the grievant to decide upon appropriate action. The grievance adviser may also participate in any discussions or mediation as a support person but not as an advocate for the grievant. The grievance adviser does not have responsibility for resolving grievances through action or decision. This responsibility rests with the appropriate supervisor or manager.

Staff members holding the following positions within the Authority have been nominated as grievance advisers to provide individuals with greater flexibility in seeking advice on any work-related problem:

Human Resources Managers

EEO Manager

Spokeswomen

Women's Liaison Officer

Director of Affirmative Action

Grievance Contact Persons

General Principles of Grievance Resolution

These grievance resolution guidelines are based on the following general principles:

staff involved in grievance resolution should have access to training;

whenever possible, the immediate supervisor or manager should be informed, in the first instance, of the grievance so that appropriate action can be taken;

staff members must have an appropriate degree of choice about whom to approach with a grievance and desirably, have a choice of actions;

grievances can be raised either orally or in writing;

grievances are to be resolved as promptly as practicable;

where a grievance necessarily requires time for investigation, an initial response advising of proposed action is to be made to the grievant within two days of the grievance being notified. The investigation is to be completed within a reasonable time-frame (usually no longer than four weeks);

all functional managers will handle grievances with understanding, care and consideration;

the rights of every person involved are protected;

the grievant has control of the resolution process, except in certain cases, such as, where the Authority may be liable or criminal charges may be laid;

other staff may become involved in grievance resolution as and when required or in order to provide specialised assistance or to meet the special needs of EEO target group members;

the confidentiality and the integrity of every person involved will be maintained;

victimisation of any person involved is totally unacceptable; and

wherever possible, resolution should be determined in a way that is satisfactory to those involved, and most importantly to the grievant.

Interpreters

Language and sign interpreters are available, and should be used where necessary, at any stage of the grievance process. Only professional interpreters should be used in order to minimise risks to privacy and of error. Where a non-professional interpreter raises a grievance on behalf of another person, eg. a friend or colleague, a minimum amount of information to identify that a complaint is being made should be heard. The non-professional interpreter may then only continue to play a part as a support person if requested to do so by the grievant.

External Referral Sources

Staff members have the right to choose whether to use the internal grievance mechanism or an external body. They may approach either or both at any time during the course of the grievance. Sources of external assistance are not necessarily limited to those listed below which are included as a guide only.

Associations/Unions

Anti-Discrimination Board of NSW

Government and Related Employees Appeal Tribunal (GREAT)

Industrial Commission

Ombudsman

Privacy Committee of NSW

If a staff member approaches an external body during the course of a grievance, the Authority should be advised.

Protection

A grievant is protected against any action for defamation by the defence of qualified privilege, provided the grievance is raised in accordance with these established procedures and does not intentionally make a malicious or substantially frivolous complaint.

Any staff member who carries out grievance resolution in accordance with established procedures, or is required to prepare a report concerning another member of staff is protected against any action for defamation by the defence of qualified privilege provided that they:

act in accordance with these established procedures;

are not actuated by malice; and

do not publish or make information about the grievance available to persons who have no legitimate interest in receiving it.

The grievant should not publish or make information concerning the grievance available to persons who have no legitimate interest in receiving it.

Documentation

Resolution of grievances should be handled as simply as possible. Informal notes should be brief, factual and avoid personal opinions. All parties involved should be given the opportunity to sight and endorse all material, which should be kept confidential and separate to personal files. Where the grievance is settled informally within the Authority, the documentation should be destroyed on settlement. If an external body is used for a formal settlement, the documentation should be kept for 5 years.

Notations are not to be made on personal files unless a disciplinary charge has been found proved, in which case the results of the charge should only be placed on the personal file of the person charged.

Training

Training courses specifically on the resolution of grievances will be made available to grievance advisers and as many staff members likely to be involved in the resolution of grievances as possible.

Grievance Resolution

A grievance should only be regarded as satisfactorily resolved where the outcome is fair having regard to:

any damage and suffering sustained;

the prognosis for the future; and

improvement of the immediate circumstances which gave rise to the grievance.

The resolution to a grievance must be lawful.

In some cases a final determination may be reached which does not fully resolve the grievance, or there is no possible action which can be taken but the parties accept this.

A grievance is also considered concluded although not resolved when a grievant chooses to withdraw.

In terms of this policy, a respondent has a right to expect that any penalty or disciplinary action will be appropriate to the degree of culpability or fault if proven or substantiated, having regard to any damage or suffering sustained by the grievant, and the potential for future problems.

Appeal Right

Any staff member who is dissatisfied with his or her treatment in terms of these procedures may appeal to the Director or Chief Executive for a re-examination of the decision. This appeal right does not in any way diminish a staff member's right to seek the assistance or representation of their trade union or association in the matter.

Procedures:

Any manager, supervisor or grievance adviser consulted by a grievant should:

listen and be sympathetic to any distress exhibited by the grievant;

be aware of their own limitations and the grievant's insecurity and fears as to the possible repercussions of lodging a grievance;

clarify the facts of the grievance;

if acting as grievance adviser, offer counsel and advice and refer the grievant to an appropriate functional manager. Normally this would be the grievant's immediate supervisor or manager

unless there is good reason for the referral to be made to a more senior manager. Examples of the latter might be where the immediate supervisor/manager is absent or is the respondent;

if supervisor or manager, take appropriate steps to investigate and resolve the grievance;

ensure the confidentiality and protection of all parties involved;

wherever possible, take account of the grievant's wishes for the process of resolution;

ensure the right of the respondent to be heard before any decision is made; and

if resolution is not possible, conclude the grievance by advising the grievant of the reasons, the right of appeal and external options.

R. P. BOLAND *J, President.*
M. J. WALTON *J, Vice-President.*
I. W. CAMBRIDGE, Commissioner.

Printed by the authority of the Industrial Registrar.

REAL ESTATE INDUSTRY (STATE) AWARD 2003, THE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 161 of 2009)

Before Commissioner Murphy

20 February 2009

VARIATION

1. Delete subclause (c) of the clause 21, Remuneration - General of the award published 14 April 2006 (358 I.G. 826) and insert in lieu thereof the following :
 - (c) The rates of pay in this award include the adjustments payable under the State Wage Case of 2008. These adjustments may be offset against:
 - (i) any equivalent over award payment, and/or
 - (ii) award wages increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Rates of Pay of Part E, Monetary Rates, and insert in lieu thereof the following:

PART E**MONETARY RATES****Basic Wage for Adult Males: \$121.40 per week****Table 1 - Rates of Pay**

Full-time Employees	Amount Per Week \$
Salesperson	581.46
Property Manager	622.44
Property Officer	
Grade 1	605.28
Grade 2	586.56
Grade 3	570.02
Licensee-in-charge	676.00

3. This variation shall take effect from the first full pay period to commence on or after 22 February 2009.

J. P. MURPHY, Commissioner

SYDNEY OLYMPIC PARK PAID PARKING (STATE) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Sydney Olympic Park Authority.

(No. IRC 1378 of 2008)

Before Commissioner Bishop

28 August 2008

VARIATION

1. Delete clause 26, Monetary Rates of the award published 12 October 2007 (363 I.G. 1442), and insert in lieu thereof the following:

26. Monetary Rates

- (i) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
- (a) any equivalent overaward payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
- (ii) The parties agree that the monetary rates will be automatically adjusted in line with the monetary outcomes or percentage adjustments of future State Wage Case decisions of the Industrial Relations Commission.
- (iii) The following shall be the ordinary hourly rates for employees engaged between Monday and Sunday, excluding public holidays:

	Weekly Employees \$	Casuals \$
Level 1	16.50	19.75
Level 2	18.10	21.75
Level 3	19.75	23.70
Level 4	22.80	27.40

2. This variation shall take effect from the first full pay period commencing on or after 14 September 2008.

E. A. R. BISHOP, Commissioner.

 Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - MOTOR BUS DRIVERS AND CONDUCTORS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 1674 and 1944 of 2008)

Before Commissioner Tabbaa

29 October 2008

REVIEWED AWARD

AWARD

1. Arrangement

PART A

SECTION I - Wages and Hours of Employment

Clause No.	Subject Matter
1.	Arrangement
2.	Short Title
3.	No Extra Claims
4.	Wages
5.	Payment of Wages
6.	Casual Employees
7.	Part-time Employees
8.	Hours of Employment
9.	Meal and Crib Times
10.	Mixed Functions
11.	Overtime and Other Penalty Payments
12.	Saturday and Sunday Work
13.	Nightride Shifts
14.	Railway Work
15.	Special Hirings
16.	Days Off
17.	Travelling Time

SECTION II - Public Holidays and Paid Leave

18.	Public Holidays
19.	Union's Picnic Day
20.	Sick Leave
21.	State Personal/Carers Leave Case August 1996
22.	Bereavement Leave
23.	Annual Leave
24.	Long Service Leave
25.	Parental Leave

SECTION III - Industrial Relations

26.	Union Delegate
27.	Union Notice Board

28. Union Recognition
29. Disputes Procedure
30. Right of Entry
31. Driver Monitoring Program

SECTION IV - Occupational Superannuation

32. Permissible Funds
33. Contributions

SECTION V - General

34. Uniforms
35. Limitation of Driving Hours
36. Defective Vehicles
37. Drivers Duties
38. Terms of Employment
39. Amenities
40. Training of Employees
41. Definitions
42. Leave Reserved
43. Anti Discrimination
44. Area, Incidence and Duration
45. Secure Employment

PART B

MONETARY RATES

Table 1 - Wages Rates

Table 2 - Other Rates and Allowances

Table 3 - Wage rates (Bus Industry Reform Contracts)

Table 4 - Other Rates and Allowances (Bus Industry Reform Contracts)

SECTION I - Wages and Hours of Employment

2. Short Title

The short title of this award shall be the Bus Award.

3. No Extra Claims

The union undertakes not to pursue any extra claims for the duration of the award's nominal term.

4. Wages

- (i) Full Time Employees - The wages of full time employees are set out in Table 1 - Wage Rates, of Part B, Monetary Rates.
- (ii) Dual Capacity Allowance -
 - (a) An employee called upon to issue tickets or collect fares shall, subject to clause 4(iv)(a), be paid an additional amount per day, as set out in Item 1 of Table 2, for each day or part thereof on which he/she so acts.
 - (b) The driver of an articulated bus shall, subject to clause 4(iv)(a), be paid an additional amount per shift or part thereof as set out in Item 2 of Table 2 while so engaged.

- (iii) Notwithstanding any other provision of this award, trainee employees whilst under the control of a driver instructor shall be paid at ordinary-time rates of pay, without any allowances or penalties to apply.
- (iv) Bus Industry Reform Contracts - Additional Payments and Allowance
 - (a) The payments and allowances specified in Table 3 and Table 4 of Part B of this Award shall be paid in lieu of the payments and allowances in Table 1 and Table 2 of Part B of this Award with respect to all employees engaged at a yard operated by an employer (including any Associated Operator) bound by this award at or from which any work pursuant to a Bus Industry Reform Contract is performed, on and from the date upon which the contract is signed by the parties to it.
 - (b) The Bus Industry Reform payments and allowance specified in Table 3 and Table 4 of Part B of this Award shall be payable from the first pay period to commence on or after 29 October 2008 with respect to all employees engaged at a yard operated by an employer (including any Associated Operator) bound by this award at or from which any work pursuant to a Bus Industry Reform Contract is performed.
 - (c) To avoid doubt, the Bus Industry payments and allowances specified in Table 3 and Table 4 of part B of this award are payable for all purposes as if they were part of the base wage and shall apply to Outer Metropolitan, Metropolitan and Rural and Regional Bus Service Contracts.

5. Payment of Wages

- (i)
 - (a) Wages shall be paid weekly by cash, cheque or electronic funds transfer. Provided that, where there is agreement between an employer and a majority of their employees at a yard, its employees at that yard, may be paid fortnightly.
 - (b) A pay day shall be fixed at each place of employment which, once established, shall not be changed except by agreement or with seven days notice.
 - (c) Employers will provide a choice of electronic funds transfer facilities where this is the chosen method of payment.
- (ii)
 - (a) No employer shall hold more than two days pay in hand.
 - (b) Cash wages shall be paid without delay prior to the employee ceasing work on the day set apart as pay day. In the event of the payment of cash wages being delayed more than 15 minutes beyond the employees finishing time, all such waiting time shall be paid for at overtime rates.
 - (c) Where wages are paid direct into an employee's bank account, the wages shall be available on the day set apart as pay day. If the wages are not available to the employee on the designated day the employee shall contact the employer, who shall arrange with the bank for the wages to be made available. If, by the day following pay day, the wages are still not available, the employer shall make available to the employee the equivalent amount in cash. If the bank then deposits the money in the employee's bank account, it shall be repaid to the employer prior to the next pay day.
- (iii)
 - (a) Notwithstanding anything contained within the Award and the payments set out in Table B an employee may elect, subject to the agreement of the employer, to sacrifice a specific amount of their base wage paid under this award to additional superannuation payments.

- (b) Any salary sacrifice arrangement entered into under this clause is subject to taxation and superannuation legislation.
- (c) Employees are responsible for seeking their own independent financial advice with respect to salary sacrifice arrangements.
- (iii) Where an employer has more than one depot, garage or picking-up place, arrangements as to the place of payment of wages shall be mutually agreed upon between the employer and the union. Failing agreement, the matter shall be referred to the Conciliation Committee.
- (iv) Nothing in this clause shall preclude an employer from making other arrangements as to pay day or period, as may be found convenient, but only with the consent of the union.
- (v) Unless the employer is exempted under the provisions of section 123 of the *Industrial Relations Act 1996*, each employee shall be supplied with a pay envelope or statement in writing on which there shall be endorsed those things required by section 123 of the *Industrial Relations Act 1996* and clause 6 of the Industrial Relations (General) Regulation 1996 including:
 - (a) the name of the employee;
 - (b) the classification of the employee;
 - (c) the date on which the payment was made;
 - (d) the period of employment to which the payment relates;
 - (e) the gross amount of remuneration;
 - (f) the amount paid as overtime or such information as will enable the employee to calculate the amount paid as overtime;
 - (g) the amount deducted for taxation purposes;
 - (h) the amount deducted as employee contributions for superannuation purposes;
 - (i) the particulars of all other deductions; and
 - (j) the net amount paid.

6. Casual Employees

- (i)
 - (a) Casual employees shall be paid at the rate prescribed in this award for full time employees, calculated on an hourly basis, plus 15 per cent for the time worked.
- (ii) Subject to clause 15, Special Hirings, casual employees shall be paid in the following manner:
 - (a) Monday to Friday - Casual employees shall be engaged by the hour and paid for all time worked to the nearest minute, with a minimum engagement of one hour; provided that, for all time worked in excess of 38 hours per week or ten hours on any day, the rate of pay shall be time and one-half.
 - (b) Saturdays - Casual employees shall be engaged for a minimum of four hours and shall be paid for all time worked at time and one-half.
 - (c) Sunday - Casual employees shall be engaged for a minimum of five hours and shall be paid for all time worked at double time.

- (d) Public Holidays - Casual employees shall be engaged for a minimum of five hours and shall be paid for all time worked at double time and one-half.
- (iii) Clause 11, Overtime and Other Penalty Payments, shall not apply to casual employees.

7. Part-Time Employees

Employees may be employed on a permanent basis to work regular days and regular hours less than 38 hours per week, provided that:

- (i) The set weekly hours for such an employee shall be determined upon engagement and committed to writing; provided that, by mutual agreement, the hours may be varied to enable the employee to accept any extra duties that may be offered from time to time.
- (ii) Notwithstanding subclause (i) of this clause, a minimum of three hours per day shall be worked by such an employee.
- (iii) The spread of ordinary hours allowable for such employees shall be as set out in paragraph (a) of subclause (ii) of clause 11, Overtime and Other Penalty Payments.
- (iv) The rate of pay of such employees shall be calculated on the basis of an hourly rate equal to the appropriate rate as set out in clause 4, Wages, and divided by 38.
- (v) Part-time employees shall attract a pro rata entitlement to:
 - (1) annual leave;
 - (2) annual leave loading;
 - (3) sick leave;
 - (4) bereavement leave;
 - (5) long service leave;
 - (6) public holidays that fall within the four school terms
 - (7) union picnic day; and
 - (8) carers leave.

8. Hours of Employment

- (i)
 - (a) The ordinary hours of work, exclusive of meal times, shall not exceed 38 hours per week.
 - (b) Ordinary hours shall be worked on one of the following bases:
 - (1) 38 hours to be worked within a working week not exceeding seven consecutive days, allowing working hours to be reduced by minutes per day or hours per week; or
 - (2) two weeks worth of working hours (ie. 76 hours) to be worked within a working fortnight over 14 consecutive days; or
 - (3) three weeks worth of working hours (ie. 114 hours) to be worked within a work cycle not exceeding 21 consecutive days; or

- (4) four weeks worth of working hours (ie. 152 hours) to be worked within a work cycle not exceeding 28 days; or
 - (5) any other arrangement where a weekly average of 38 hours is worked.
 - (c) Employers and employees may, by agreement, defer "time off" for up to a maximum of five days with such deferred time off to be taken within a period of six months from the date on which agreement to defer was reached.
 - (d) Employers shall determine the method of implementation of reduced working hours. Different methods of implementation may occur and may even differ from employee to employee.
- (ii) The ordinary weekly hours shall be worked in four or five days, provided that in the case of an employer employing less than nine employees, it shall be optional for such employer to work his/her employees up to six days per week; the option once exercised shall be altered only by notice posted for seven days in a prominent position in the depot, garage or picking-up place.
- (iii)
- (a) Where a four or five-day week is worked, the ordinary hours of rostered shifts shall be limited to ten hours of any shift of such week.
 - (b) Where a six-day week is worked, the ordinary hours of rostered shifts shall be limited to nine hours of any shift of such week.
 - (c) An employee called on to work any portion of an additional shift shall be paid not less than the period of such shift or the additional hours as overtime.
 - (d) An employee, other than a casual employee, called upon to work a broken shift on Monday to Friday, inclusive, shall be paid for not less than seven hours for such shift.
- (iv)
- (a) No broken shift shall be rostered to exceed a spread of 12 hours inclusive of meal breaks, provided that, where the roster requires, a broken shift may be rostered to a spread of 13 hours. Broken shifts in excess of 13 hours spread may be implemented only by agreement with the union.
 - (b) No straight shift shall be rostered to exceed a spread of 11 and a half hours, inclusive of meal breaks.
 - (c) No employee shall be required to work a broken shift on a Saturday, Sunday or a public holiday except where, on regular timetabled services, such broken shifts cannot reasonably be avoided.
 - (d) In particular circumstances, it shall be optional for the union and the employer to make an agreement as to broken shifts.
 - (e) The break between the two sections of a broken shift which exceeds a spread of ten hours shall be at least one and a half hours, and only one such break shall be permitted on any such shift. Any other periods off duty during a broken shift, except for a maximum of one meal break given and taken in accordance with clause 9, Meal and Crib Times, shall be counted and paid for as time worked.
 - (f) Employees may be permitted to interchange work to meet their personal convenience, provided that such change is with the consent of the employer.
- (v) An employee shall have a continuous break between the completion of a shift and the commencement of the next regular starting time of no less duration than that required by the National Driving Hours Legislation.

- (vi) Fixing Times
- (a) The employer shall fix the starting and finishing time of each employee for each shift and also shall show all work to be performed during the shift and shall post rosters showing such times in a prominent place in the depot, but when once fixed, the start and finish time shall not be altered unless at least three days notice (in the case of basic route rosters) or one days notice (in all other cases) has been posted in a prominent place in the depot for the employees to see.
 - (b) All starting and finishing times shall commence from and shall cease at the recognised home depot or picking-up place of the employee. This provision shall apply in this form only in the Sydney, Newcastle and Port Kembla-Wollongong areas as defined in clause 41, Definitions, and also in the area within eight kilometres of the principal post office, Cessnock.
 - (c) Elsewhere there shall be a picking-up place which, when once fixed and decided upon by the employer, shall not be altered by the employer without the consent of the union or, in the event of disagreement, without the approval of the Conciliation Committee.
 - (d) Employees shall be allowed reasonable time to perform such duties as are required by the employer before taking a bus from the recognised home depot, garage or picking-up place and after returning a bus to the finishing place. The employer shall post notices stating what duties are required.
- (vii) Payments shall be made for each shift at the rate applicable to the day on which the major portion of the work is performed.

9. Meal and Crib Times

- (i)
- (a) No employee shall be required to work or be on duty continuously for more than five hours without a meal or crib break.
 - (b) There shall be such flexibility in meal and crib breaks in regard to special hirings, charters, relief duties, straight shifts and/or broken shifts as is reasonably necessary to assist rostering.
 - (c) The times for taking meal and crib breaks shall be consistent with National Driving Hours Legislation.
- (ii) A meal break shall be not less than 30 minutes and shall not exceed one hour. A crib break shall be not less than 15 minutes and not more than 30 minutes and shall be counted as time worked.
- (iii) No duties shall be performed by an employee during his/her meal or crib break.
- (iv) Where an employee is required to take a meal or crib break away from his/her depot, it shall be the responsibility of the employer to arrange for suitable toilet facilities. Where these facilities are not arranged by the employer on a meal break only, subject to clause 4(iv)(a), an allowance as set out in Item 3 of Table 2 - Other Rates and Allowances, of part B, Monetary Rates shall be paid.
- (v) No employee shall take a meal break unless he/she previously worked for at least two hours, unless otherwise agreed between the union and the employer.
- (vi) Where an employee is required to work for two hours or more after the usual finishing time, he/she shall, subject to clause 4(iv)(a), be paid a meal allowance as set out in Item 4 of the said Table 2.

10. Mixed Functions

- (i) An employee required by his/her employer to work for less than two hours a day on work carrying a higher rate of pay shall be paid at the higher rate for the actual time so worked and when required to work for more than two hours a day on such work he/she shall be paid as for a whole days work.

- (ii) This clause shall not apply to actual periods of one hour or less or to interchange of work arranged between employees to meet their personal convenience.

11. Overtime and Other Penalty Payments

- (i) Maximum Penalty Payment - Subject to clause 6, Casual Employees, and clause 18, Public Holidays, when time worked is subject to more than one extra rate of payment, the employer shall not be required to pay more than the rate of double time.
- (ii) Overtime
 - (a) Rostered overtime shall be paid for at the rate of time and one-half for the first two hours and double time thereafter, for all rostered time worked in excess of 38 hours.
 - (b) Non-rostered overtime shall be paid for at the rate of time one-half for the first two hours and double time thereafter, and shall stand alone on a daily basis.
 - (c) Overtime rates shall be paid for all time worked between the hours of midnight and 5.00a.m. subject to subclause (i) of clause 13, Nightride Shifts.
 - (d) Overtime rates shall be paid for all time worked in excess of nine hours where a six-day week is worked, or in excess of ten hours where a four or five-day week is worked.
 - (e) An employee who is rostered to work a straight shift of a spread of 11 and one-half hours, inclusive of meal breaks, shall be paid at double time for all time worked in excess of the rostered shift.
 - (f) Employees requested to do non-rostered overtime, prior to the start of their normal shift, shall be paid at overtime rates up to the normal shift starting time; provided that, when such overtime does not extend up to the employees normal starting time, a minimum of two hours pay at overtime rates shall be paid whether worked or not.
 - (g) For all time worked on Saturdays and Sundays, clause 12, Saturday and Sunday Work, shall apply.
 - (h) The employer may require employees to work reasonable overtime at the rate prescribed and such overtime shall be allocated as equally as possible, bearing in mind the nature of the job and the suitability of the driver.
 - (i) Where different overtime rates are applicable to the same hours of work, the rate most favourable to the employee shall be paid.
 - (j) By agreement with the employee, non-rostered overtime may be taken as time off in lieu. Such time shall accrue at overtime rates and be taken within six months.
- (iii) Broken Shifts Penalty Payments
 - (a) All time worked on a broken shift after ten hours from the time first signed on shall be paid for at the rate of time and one-half.
 - (b) An employee who works a broken shift which finishes later than 10.00p.m. shall, subject to clause 4(iv)(a), be paid, in addition to his/her earnings for that shift, the sum as set out in Item 5 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
 - (c) Subject to subclause (i) of this clause, all broken shift penalties under this clause shall stand alone for the purpose of calculation of wages.
- (iv) Recall - An employee who has left the premises and who is requested to return to work to perform extra duties shall be paid at overtime rates, with a minimum paid period of four hours.

- (v) Night Work - An employee rostered to work ordinary hours of duty commencing prior to 6.00a.m. and/or finishing after 6.00p.m. shall, subject to clause 4(iv)(a), be paid an additional penalty as set out in Item 6 of the said Table 2.

12. Saturday and Sunday Work

- (i) All ordinary time worked on Saturday shall be paid for at the rate of time and one-half, and all time on Sunday shall be paid for at the rate of double time.
- (ii) An employee called upon to work on a Saturday shall be guaranteed and/or paid for not less than four hours work at the appropriate rate.
- (iii) An employee called upon to work on a Sunday shall be guaranteed and/or paid for not less than five hours work at the appropriate rate.

13. Nightride Shifts

A nightride shift is a shift the majority of the ordinary hours of which is taken up by work pursuant to a contract entered into by the employer to provide timetable services for the replacement of train services between 12.00 midnight and 5.00a.m.

The wage rate applicable to such shifts:

- (i) worked on Monday to Saturday (inclusive) shall be time and a half;
- (ii) worked on Sunday shall be double time;
- (iii) worked on a public holiday shall be double time and a half.

Notwithstanding anything contained herein, each shift shall be paid for at the rate applicable to the day on which the major portion of the ordinary time of the shift is worked.

14. Railway Work

An employee required to drive a bus in substitution for a railway timetable service during scheduled railway maintenance work shall be paid at the rate applicable to the day, under this award, whilst performing such work.

15. Special Hirings

- (i) Special Hirings Not Exceeding Two Days - The following provisions shall apply to special hirings not exceeding two days duration which do not form part of the ordinary rostered work of employees. Not exceeding two days shall be deemed to mean not exceeding two calendar days, falling between midnight and midnight.
- (a) An employee offered the job of a special hiring may, at his/her option, accept or reject such offer, but if he/she accepts then he/she shall work the job and, where practicable, seven days notice shall be given of such hiring.
- (b) The provisions of this award, other than clause 17, Travelling Time, shall not apply to special hirings.
- (c) The employee shall, subject to clause 4(iv)(a), be paid a meal allowance as set out in Item 7 of Table 2 - Other Rates and Allowances, of part B, Monetary Rates, except where a suitable meal is provided.
- (d) The duration of the job shall be from the time of signing on to the time of signing off but shall not exceed 13 hours; provided that, in cases where an employee is unable to complete a special hiring in 13 hours, all time in excess of 13 hours shall be paid for at the rate of double time.

- (e) The employee shall be paid for the duration of the job at the ordinary hourly rate fixed under clause 4, Wages, for the first eight hours and at the rate of time and a half thereafter, but shall not be paid less than eight hours pay.
- (f) For special hirings of less than four hours, the following provisions shall apply:
 - (1) Paragraphs (c), (e) and (i) of this subclause shall not apply to such special hirings.
 - (2) Time worked on such special hirings shall be paid at:
 - (a) time and a half for Monday to Friday inclusive;
 - (b) double time for Saturday and Sunday;
 - (c) double time and a half for public holidays.
 - (3) On days when the special hiring is the only duty, the employee shall be paid for a minimum engagement of two hours.
 - (4) If such special hiring is an extension of rostered duty, it shall be treated as overtime. All such time shall stand alone.
- (g) Employees shall be supplied with a time sheet for all special hirings for the purpose of recording the starting and finishing times of such hirings, plus any other information required by the employer.
- (h) Where a special hiring exceeds one day but does not exceed two days, the following provisions shall apply:
 - (1) The employee shall have a rest period of at least eight hours after the completion of each daily shift.
 - (2) The employee shall be reimbursed by his/her employer for expenses reasonable incurred in obtaining satisfactory meals and hotel or other suitable accommodation.
- (ii) Where a special hiring is cancelled and the employee engaged for the job is not given at least eight hours notice of the cancellation, he/she shall be paid two hours pay at the ordinary rate.
- (iii) Special Hirings Exceeding Two Days - In the case of special hirings exceeding two days duration, the wages paid shall be assessed in accordance with the other clauses of this award, including clause 4, Wages; clause 11, Overtime and Other penalty payments; clause 12, Saturday and Sunday Work, and clause 18, Public Holidays.

16. Days Off

- (i) All full time employees shall be allowed at least one day off in each week and shall not be worked on such day off, except in the case of an emergency.
- (ii) Where an employee is required to work on any day rostered off, time worked thereon shall stand alone and shall be paid for at the rate of double time if worked on a Sunday, or at the rate of time and three-quarters if worked on a Saturday, or at the rate of time and one-half if worked on any other day.
- (iii) An employee required to work on any day rostered off shall be guaranteed and/or paid for not less than four hours work at the appropriate rate Monday to Saturday, and for not less than five hours work at the appropriate rate on a Sunday.

17. Travelling Time

- (i) Wherever the employee commences or finishes duty other than at his/her home depot, he/she shall be entitled to payment at ordinary rates for the additional time, if any, reasonably occupied in journeying to and from his/her home as compared with the time ordinarily occupied by him/her in journeying from his/her depot to his/her home and also shall be reimbursed for reasonable fares incurred.
- (ii)
 - (a) Subject to agreement between the union and the Association in areas outside Sydney, Newcastle and Port Kembla-Wollongong, as defined in clause 41, Definitions, and outside the area within eight kilometres of the principal post office, Cessnock, subclause (i) of this clause shall not apply in respect of regular timetabled services and employees working on such services may be signed on and off places other than their home depots, subject to a meal allowance per meal as set out in Item 8 of Table 2 (or Item 8 of Table 3, whichever is applicable) of Part B, Monetary Rates, being paid; provided, however, that this exception shall not apply to special hirings or any work outside of regular timetabled services; provided also that an employee ceasing duty at a place other than at his/her home depot who is required to remain overnight shall be reimbursed by the employer for expenses reasonably incurred in providing himself/herself with meals and hotel or other suitable accommodation.
 - (b) In the event of their failing to agree, either the union or the Association may refer any matter arising under this subclause to the Conciliation Committee for decision.

SECTION II - PUBLIC HOLIDAYS AND PAID LEAVE

18. Public Holidays

- (i)
 - (a) The days on which New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day and Boxing Day are observed, together with special days appointed by proclamation as public holidays throughout the State, shall be recognised as holidays. When taking any of the said holidays, an employee shall receive payment for the ordinary hours of their rostered shift and any rostered overtime they would have earned had they not taken a holiday, but shall not receive any daily allowances, loadings, penalties or premiums they would otherwise have earned.
 - (b) Where any of the said public holidays are observed (Monday to Friday inclusive) during an employees period of annual leave, an additional paid day shall be added to the annual leave period for each such holiday so occurring.
 - (c) Where any of the said public holidays fall (Monday to Friday inclusive) on an employees rostered day off, then the employee shall be entitled to an additional paid day added to his/her annual leave period or shall be paid, in addition to his/her wages for that week, seven hours 36 minutes pay for such public holiday.
- (ii) Where an employee is required to work any such holiday and he/she fails to work as required, no payment shall be made to the employee for the holiday; provided that this subclause shall not preclude payment of sick leave entitlements in respect of any employee who is unable to work on a public holiday because of illness. Such employee shall be entitled to payment in accordance with clause 20, Sick Leave.
- (iii) All time worked by employees on a public holiday shall be paid for at the rate of double time and a half, with a guarantee of five hours work for each employee.
- (iv) Where, in a week in which a public holiday falls, an employee's ordinary rostered day off is altered so as to coincide with the public holiday, he/she shall be paid, in addition, at the ordinary rate for the number of hours he/she would have worked according to his/her normal roster had the day not been a

holiday or, as alternatives, equivalent time off shall be allowed within one month or added to the employees annual leave.

- (v) In a week in which a public holiday falls, the employer shall not be allowed to make up an employees ordinary week with an overtime shift which, under the normal weekly roster, the employee would have worked had it not been a public holiday.
- (vi) In any week in which a public holiday occurs, the time for which the employee would normally be rostered to work but for the public holiday shall be deemed to be time worked for the purpose of determining whether rostered overtime is payable pursuant to paragraph (a) of subclause (ii) of clause 11, Overtime and Other Penalty payments.
- (vii) When an employee is absent from employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday, unless the employee has worked on such holiday.

19. Union's Picnic Day

- (i) Easter Saturday shall be recognised as the union's picnic day.
- (ii) In addition to all other payments due to him/her, a financial member of the Union, other than a casual employee, shall, upon proof thereof, be paid an additional days pay in the pay period in which Easter Saturday falls.
- (iii) For the purpose of this clause a financial member of the union shall mean an employee who is, at the time of the picnic day, a financial member or who was a financial member of the union as at the 31 December of the preceding year.

20. Sick Leave

- (i) An employee, other than a casual employee, with not less than three months continuous service with the employer who is unable to attend for duty during ordinary working hours by reason of personal illness or incapacity (excluding illness or incapacity resulting from injury under the *Workplace Injury Management and Workers' Compensation Act 1998*) and not due to misconduct, shall be paid for such sick leave for the ordinary hours of their rostered shift and any rostered overtime they would have earned had they not taken sick leave, but shall not receive any daily allowances, loadings, penalties or premiums they would otherwise have earned, subject to the following conditions and limitations:
 - (a) The employee shall, unless it is not reasonably practicable to do so (proof whereof shall be on the employee), make every effort to notify the employer of his/her absence two hours before his/her normal starting time on the first day of his/her absence, but in any circumstances within 24 hours of his/her normal starting time.
 - (b) The employee shall notify the employer by 4.00p.m. on the day prior to his/her return to duty of his/her availability to return to normal duties.
 - (c) He/she shall furnish to the employer such evidence as the employer may reasonably desire that he/she was unable, by reason of such illness or injury, to attend for duty on the day or days for which sick leave is claimed.
 - (d)
 - (1) An employee in the first year of his/her employment shall be entitled to paid sick leave up to a maximum of 38 hours of ordinary time.
 - (2) An employee after the first year of his/her employment shall be entitled to paid sick leave up to a maximum of 60 hours and 48 minutes of ordinary time.

- (ii) The rights under this clause shall accumulate from year to year so long as the employment continues with the employer, so that any part of the leave entitlement which has not been utilised in any year may be claimed by the employee and shall be allowed by the employer, subject to the conditions prescribed by this clause, in a subsequent year of continued employment.
- (iii) If a public holiday occurs on a Monday to Friday, inclusive, during the employee's absence on sick leave, then such public holiday shall not be counted as sick leave.
- (iv) Service before the date of coming into force of this clause shall be counted as service for the purpose of assessing the sick leave entitlement in any year pursuant to subclause (i) of this clause but shall be taken into consideration in arriving at the period of accumulated leave; provided that the increase in sick leave allowance after the first year of service pursuant to subclause (i) of this clause, shall only commence from the date of operation of this clause.
- (v) Accumulated sick leave at the credit of an employee at the date of coming into force of this clause shall not be affected nor reduced by the operation of this clause.
- (vi) Claims for paid sick leave for single-day absences where sick leave has already been paid for two or more single-day absences in the same year must be substantiated with a medical practitioner's certificate.
- (vii) In any week in which an employee takes sick leave, the time for which the employee would normally be rostered to work but for the absence on sick leave shall be deemed to be time worked for the purpose of determining whether rostered overtime is payable pursuant to paragraph (a) of subclause (ii), of clause 11, Overtime and Other Penalty payments.

21. State Personal/Carers Leave Case - August 1996

- (1) Use of Sick Leave
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), 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 in clause 20, Sick Leave, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. 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 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 persons 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.
- (2) Unpaid Leave for Family Purpose
- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.
- (3) Annual Leave
- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (4) Time Off in Lieu of Payment for Overtime
- (a) For the purpose only of providing care and support for a person in accordance with subclause (1) of this clause, and despite the provisions of paragraph (j) of subclause (ii), Overtime, of clause 11, Overtime and Other Penalty Payments, the following provisions shall apply.
 - (b) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
 - (c) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
 - (e) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

- (5) Make-up Time
- (a) An employee may elect, with the consent of the employer, to work "make-up time" under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work make-up time (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (6) Rostered Days Off
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing the 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 to participate in negotiations.

22. Bereavement Leave

- (i) An employee shall, on the death within Australia of the wife, husband, father, mother, father-in-law, mother-in-law, brother, sister, child or stepchild of the employee, be entitled to leave up to and including the day of the funeral of such relation. Such leave shall for a period not exceeding two days without loss of any ordinary pay which the employee would have earned if he/she had not been on such leave.
- (ii) The right to such leave shall be dependent on compliance with the following conditions:
 - (a) The employee shall give the employer notice of his/her intention to take such leave as soon as reasonably practicable after the death of such relation.
 - (b) The employee shall furnish proof of such death to the satisfaction of the employer.
 - (c) The employee shall not be entitled to leave under this clause during any period in respect of which he/she has been granted any other leave.
- (iii) For the purpose of this clause, the words wife and husband shall not include a wife or husband from whom the employee is separated but shall include a person who lives with the employee as a de facto wife or husband.

23. Annual Leave

- (i) See *Annual Holiday Act 1944*.
- (ii) An employee, at the time of his/her entering upon a period of annual leave, in accordance with the said Act, shall be entitled to an additional payment calculated on the basis of 25 per cent of the holiday pay for that period of annual leave. Should circumstances arise where an employee has received annual leave loading to which he/she is not entitled, then such payment shall be deducted from any monies due at termination.
- (iii) Before proceeding on annual holidays, an employee shall be advised by his/her employer of the shift on which he/she is to work immediately upon his/her return to duty. Notification of any change of shift

shall be given to the employee by the employer at least 24 hours before the employee is scheduled to commence duty, either directly or by written notification delivered to the employees home.

24. Long Service Leave

See *Long Service Act 1955*.

25. Parental Leave

See *Industrial Relations Act 1996*.

SECTION III - INDUSTRIAL RELATIONS

26. Union Delegate

- (i) An employee appointed as union delegate in the yard, depot or garage shall, upon notification thereof to the employer by the branch or sub-branch Secretary of the union, be recognised as the accredited representative of the union.
- (ii) Any matter arising in the yard, depot or garage affecting members of the union may be investigated by the delegate and discussed with the employer or his/her representative. The delegate shall, at his/her request, be allowed a reasonable opportunity to carry out such duties at a time reasonably convenient to himself/herself and the employer.
- (iii) If a matter in dispute is not settled, the delegate shall, on request, be allowed access to a telephone for a reasonable opportunity of notifying the union branch or sub-branch concerned in order to implement the disputes procedure (see clause 29, Disputes Procedure).

27. Union Notice Board

The employer shall supply a notice board of reasonable dimensions to be erected or to be placed in a prominent position in the yard, depot or garage upon which accredited representatives of the union shall be permitted to post formal union notices signed by the representative or representatives.

28. Union Recognition

The Transport Workers' Union of New South Wales is recognised by the parties to this award as a party to this award and as a representative of its members covered by this award.

29. Disputes Procedure

- (i) Subject to the *Industrial Relations Act 1996*, any dispute will be dealt with in the following manner:
 - (a) In the event of an industrial dispute, the representative of the union on the job and the Transport Supervisor shall attempt to resolve the matters in issue in the first place.
 - (b) In the event of a failure to resolve the dispute at job level the matter shall be subject to discussions between an organiser of the union and senior management.
 - (c) Should the dispute still remain unresolved the Secretary of the union or his/her representative will confer with the Executive Director of the association or his/her representative or a representative of the appropriate employer organisation.
 - (d) In the event of no agreement being reached at this stage, the dispute will be referred to the Industrial Relations Commission of New South Wales for resolution.
- (ii) All work shall continue normally while these negotiations are taking place.

(iii) Individual Grievance:

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

30. Right of Entry

See the *Industrial Relations Act 1996*.

31. Driver Monitoring Program

The following procedures are to occur in the monitoring customer service and driving performance:

(a) Customer Service

- (i) All complaints received are to be validated by establishing the complainant's name and telephone number or address.
- (ii) The employee is to receive details of the validated complaint and to supply to the employer written responses to the complaint.
- (iii)
 - (a) If the complaint is not established, no further action shall be taken and notations are not to be made on the drivers employment file.
 - (b) If the Complaint is established, then the employer is to counsel the employee with a company representative and employee representative in attendance. This shall be considered as a verbal warning.
- (iv) Should there be a further established complaint regarding customer service, the employee shall receive further counselling and a written warning.
- (v) Further established customer service complaints shall result in a final counselling session and a final written warning issued by senior management.
- (vi) A further established complaint regarding customer service shall lead to termination of employment.

(b) Driving Performance

- (i) All complaints are to be validated by establishing the complainant's telephone number or address.

- (ii) The employee is to receive details of the validated complaint and supply to the employer a written response to the complaint.
 - (iii)
 - (a) If the complaint is not established, no further action shall be taken and notations are not to be made on the drivers employment file.
 - (b) If the complaint is established, then the employer is to counsel the employee with a company representative and employee representative in attendance. This shall be considered as a verbal warning.
 - (iv) Should there be a further established complaint regarding driving performance, the employee shall receive further counselling, a driving assessment by the company's driver trainer and a written warning.
 - (v) A further established complaint regarding driving performance shall lead to counselling and a final written warning issued by senior management.
 - (vi) A further established complaint regarding driving performance shall lead to termination of employment.
- (c) Suspension from Duties
- At the employer's discretion, there shall be a once only opportunity for the employee to be suspended from duties for a period of up to ten working days without pay as an alternative to termination as described in paragraph (vi) of subclauses (a) and (b) of this clause.
- (d) Nothing in this procedure will affect the right of the employer to dismiss an employee without notice where the employee is guilty of serious misconduct.

SECTION IV - OCCUPATIONAL SUPERANNUATION

32. Permissible Funds

For the purposes of this Part, a Fund shall mean the T.W.U. Superannuation Fund established by Trust Deed and Articles on 4 October 1984 or Tasplan, the successor fund of the Bus and Coach Association Superannuation Scheme established by Trust Deed on 2 July 1987.

33. Contributions

- (i) Any employer employing employees under the terms of this award shall be a participating employer in a Fund.
- (ii) Superannuation Legislation
 - (a) The subject of superannuation is dealt with extensively by Federal legislation including the *Superannuation Guarantee (Administration) Act 1992 (Cth)*, the *Superannuation Industry (Supervision) Act 1993 (Cth)*, and s.124 of the *Industrial Relations Act 1996*. This legislation as varied from time to time, governs the superannuation rights and obligations of the parties.
 - (b) In accordance with the superannuation legislation, employers are required to pay to the trustee of the fund, as at the date of the making of this award, a contribution at the rate of 9% of ordinary time earnings.
 - (c) Notwithstanding anything contained herein an employee may elect, subject to the agreement of the Company, to sacrifice a specific amount of their base wage paid under this agreement to additional superannuation payments. Any salary sacrifice arrangement entered into under this

clause is subject to taxation and superannuation legislation and employees are responsible for seeking their own independent financial advice with respect to salary sacrifice arrangements.

- (iii) Each participating employer shall inform new employees and any other employees who are not members of the fund the provisions of this clause and shall provide such employees with the forms necessary to become a member of the fund and shall, upon completing of the forms by such employees, send them forthwith to the administrators of the fund.
- (iv) The parties to this award note that award obligations on employers to pay occupational superannuation have existed since 25 June 1987.

SECTION V - GENERAL

34. Uniforms

- (i) Where an employee is required to wear a distinctive dress the same shall be provided, free of cost, by the employer and it shall be the duty of the employee to retain same in reasonable condition. Such distinctive dress shall remain the property of the employer. Caps, tunics, trousers, shirts and ties, for the purpose of this clause, shall be deemed distinctive dress; provided that an employer shall not be required to supply more than four shirts to an employee in any one year.
- (ii) Where an employee is called upon to work in or about the yard, garage or depot or to perform duties other than of a driver or conductor, he/she shall be supplied with suitable overall or protective clothing, free of cost, by the employer.
- (iii) An employee shall sign a receipt for all items of uniform received from the employer. Upon ceasing employment, he/she shall return to the employer any items of uniform less than 12 months old.

35. Limitation of Driving Hours

See National Driving Hours Legislation.

36. Defective Vehicles

No employee shall drive a vehicle which contravenes applicable Road Transport or Traffic Management Legislation, other than for the purpose of completing a journey already commenced.

37. Drivers Duties

- (i) Where required by the employer, a driver's duties shall include minor repairs such as changing tail lights and each driver shall be ready, willing and able to perform minor roadside repairs. Drivers may also be required to perform other incidental or peripheral duties such as cleaning buses.
- (ii) An employer may direct an employee to carry out such duties as are within an employees limits of skill, competence and training.

38. Terms of Employment

- (i) In the case of full time employees, seven days notice, expiring on any day, shall be required on either side or a weeks pay shall be given or forfeited in lieu of such notice, except in cases of misconduct.
- (ii) In the case of termination of employment, all monies due to the employee shall be paid not later than the termination of services and, in the event of payment of wages or other monies due to the employee being delayed more than 15 minutes beyond the employees finishing time, all such waiting time shall be paid for at overtime rates.

39. Amenities

The following amenities shall be available at all depots where employees are employed under the provisions of this award:

- (i) A change room or area for employees to change their clothes.
- (ii) A suitable lockable locker for each employee.
- (iii) Hot and cold water for washing purposes.
- (iv) Where employees are required to have their meals at the depot, a dining room or area with adequate seating and table accommodation and facilities for boiling water and heating food.
- (v) Lavatory facilities.
- (vi) Appropriate arrangements for rosters to be posted and for employees to sign on and off.

40. Training of Employees

- (i) When it is the intention of the employer to employ an applicant who has been passed in a driving test by the employer or his/her representative, any time that is occupied by the new employee at the direction of the employer or his/her representative, such as learning the route, timetables and other routines, shall be paid in accordance with the classification under this award.
- (ii) The union and the association shall establish a joint industry training program in relation to changes to industry practice and/or award conditions at the enterprise level.
- (iii) It is the intention of the union and the association to work towards the establishment and implementation of a joint industry training programme for employees and employers designed to assist in the prevention and management of threatening behaviour, before, during and after an incident. Such training will be conducted by an accredited training provider and shall include training relating to customer service and the management of school student behaviour on buses.
- (iv) All time spent on industry training specified in subclauses (i) - (iii) of this clause shall be paid for at ordinary time.
- (v) Any employer (including any Associated Operator) bound by this award shall, in relation to a yard at or from which any work pursuant to a Bus Industry Reform Contract is performed, comply with the following provisions:
 - (a) The employer shall allow an authorised workplace delegate of the Union (or for any workplace that does not have an authorised workplace delegate of the Union, an officer of or person otherwise authorised by the Union) to provide:
 - (i) each existing employee with a presentation of at least 30 minutes duration (in groups of no more than 15) within 6 months of the Employer becoming bound by (or, in the case of an Associated Operator, obliged to perform work in accordance with) the terms of a Bus Industry Reform Contract; and
 - (ii) any new employee with a presentation of at least 30 minutes duration as part of the formal induction program to be provided by the employer to that employee under the Staff Development and Training Standard, and the employer acknowledges that any such presentations by the Union may include the following topics:
 - (iii) employee rights under relevant awards;
 - (iv) explanation of specific award provisions (including rosters, short pays and meal breaks); and

- (v) the requirements of national driving regulations, in particular driver fatigue management and medical assessment issues; and
 - (vi) the organisation, structure and role of the Union and the role of Union delegates, and may include an offer of membership of the Union to the employee consistent with freedom of association requirements.
- (b) Any additional topics to be covered in the presentation referred to in paragraph (a) of this subclause must first be agreed between the Employer and the Union.
- (c) The employer shall:
- (i) provide a suitable venue for any formal induction program for employees under the Staff Development and Training Standard and for any presentation by the Union under paragraph (a) of this subclause;
 - (ii) provide the Union at least five (5) Business Days written notice of any formal induction program to be provided by the employer to any employee under the Staff Development and Training Standard, along with information on the timeslot available for the presentation by the Union under sub-paragraph (ii) of paragraph (a) of this subclause and the number of employees attending; and
 - (iii) consult with the Union to establish a timetable for presentation made pursuant to sub-paragraph (i) of paragraph (a) of this subclause.
- (d) Provided it has received written notice in accordance with paragraph (g) of this subclause the employer shall allow one authorised workplace delegate of the Union (as nominated to the Employer by the Union) (Delegate) from each Depot leave of eight (8) hours on twelve (12) occasions in each calendar year to attend union meetings or otherwise participate in authorised union business.
- (e) Leave under paragraph (d) of this subclause may:
- (i) in addition to being taken in a block of eight (8) hours, be taken in blocks of four (4) hours on two (2) separate days; and
 - (ii) be taken on consecutive days to the maximum of the leave available under paragraph (d) of this subclause.
- (f) Leave under paragraph (d) of this subclause may only be used for the purposes set out in that paragraph and shall not entitle the Delegate to any payment on termination of that Delegate's employment with the Employer if leave has not been taken as at the date of that termination.
- (g) The notice from the Union required under paragraph (d) of this subclause must:
- (i) request the release of the Delegate in accordance with the principles set out in paragraph (d) of this subclause;
 - (ii) be in writing and signed by either the Delegate, an authorised signatory of the Union or other Union nominee; and
 - (iii) provide the following notice period:
 - (A) as soon as practicable but, in any event, no less than four (4) weeks for leave of more than one (1) consecutive day;
 - (B) as soon as practicable but, in any event, no less than five (5) Business Days for any leave for which the Delegate has more than five (5) Business Days' notice; and

- (C) as soon as practicable but, in any event, no less than one (1) complete Business Day for any other leave.
- (h) In the event that the Union requests the release on leave of a Delegate for union activity in any circumstances, other than those set out in paragraph (d) of this subclause, the Employer may, in its absolute discretion, agree or not agree to such leave.
- (i) Paragraphs (d) to (h) of this subclause do not apply for as long as there are no elected workplace delegates or nominees of the Union in the workplace.
- (j) The Employer shall pay all wages payable (including penalty rates and allowances) and other entitlements payable in the normal course of their employment, of:
- (i) any employee participating (including as a presenter) in any induction program or presentation pursuant to this subclause, for the time spent by that employee in such induction program or presentation; and
- (ii) any Delegate taking leave in accordance with this subclause, for the time spent by that Delegate on such leave.
- (k) Subject to paragraph (l) of this subclause, the parties to this award agree that the provisions of this subclause will be reviewed in the manner specified by parallel provisions in the Bus Industry Reform Contracts, and the parties further agree that they shall apply for variations to this subclause to give effect to any changes determined by that review.
- (l) The review specified in paragraph (k) of this subclause will commence no later than 12 months after the making of this Award and, notwithstanding varying commencement dates of individual Bus Industry Reform Contracts, will be the one and only such review of the provisions of this subclause.

N.B. The parties acknowledge that the objectives of this clause are to promote cooperative, productive workplaces:

- (i) where employees are properly briefed on safety issues and their industrial rights; and
- (ii) workplace issues can be resolved at a local level and in accordance with Clause 29 Disputes Procedure.

The parties also acknowledge that:

- (iii) consistent with the principles of Chapter 5, Part 1 of the *Industrial Relations Act 1996* (NSW), the freedom of association rights of each employee are not affected by the operation of paragraph (a) of this subclause; and
- (iv) paragraph (a) of this subclause provides a mechanism to formalise the Union's access to the workplace and the provision of information to employees consistent with the principles of section 297 of the *Industrial Relations Act 1996* (NSW).

41. Definitions

- (i) Associated Operator means an employer providing services (that the Operator would otherwise be obliged to perform under a Bus Industry Reform Contract) under a subcontracting arrangement with the Operator which has been approved in accordance with, or is permitted under, a Bus Industry Reform Contract.
- (ii) Association means the Bus and Coach Industrial Association of New South Wales.

- (iii) Bus Industry Reform Contract means a Bus System Contract between an Operator and the Director-General of the Ministry of Transport entered into under Division 3 of Part 3 of the *Passenger Transport Act* 1990.
- (iv) Casual Employee means an employee who is engaged by the hour and paid for all time worked to the nearest minute, with a minimum engagement of one hour.
- (v) Industrial Committee means the Transport Industry Motor Bus Drivers and Conductors (State) Industrial Committee.
- (vi) Depot means a place nominated at the normal yard, depot or garage.
- (vii) Districts for the purpose of this award shall mean:
 - Sydney - the district within 32 kilometres of the General Post Office, Sydney. For the boundaries of the Sydney district see Industrial Gazette, Vol. 52, page 783.
 - Newcastle - the district within 32 kilometres of the General Post Office, Newcastle. For the boundaries of the Newcastle district see Industrial Gazette, Vol 52, page 783.
 - Port Kembla-Wollongong - For the boundaries of the Port Kembla-Wollongong district see Industrial Gazette, Vol. 52, page 783.
 - Elsewhere - the district within the boundaries of the state of New South Wales excluding the three districts above defined and the County of Yancowinna.
- (viii) Emergency, wherever used in this award, is intended to apply only to cases of sickness of an employee, to the default of an employee, to cases of accident, or other matter or thing outside the control of the employer.
- (ix) Metropolitan Bus Industry Reform Contract means a Bus Industry Reform Contract relating to the Sydney Metropolitan Bus Contract Area.
- (x) Operator means an employer signatory to a Bus Industry Reform Contract.
- (xi) Outer Metropolitan Area means all of the area North, West and South of the Sydney Metropolitan Bus Contract Area up to and including: Newcastle and the Central Coast; the Blue Mountains; and the greater Wollongong Area, and any other area deemed by the Director-General to be part of the Outer Metropolitan Area.
- (xii) Outer Metropolitan Bus Industry Reform Contract means a Bus Industry Reform Contract relating to the Outer Metropolitan Area.
- (xiii) Part-time employee means an employee who works regular days and regular hours less than 38 hours per week.
- (xiv) Rural and Regional Bus Service Contract means a Bus Industry Reform Contract relating to rural and regional NSW.
- (xv) Sydney Metropolitan Bus Contract Area has the meaning specified in the Government Gazette of the State of New South Wales, Number 77, published Friday, 24 June 2005 at pages 3136 and 3137.
- (xvi) Time Worked includes waiting and standing-by time, if such waiting or standing-by time is at the direction of the employer or the employers agents and the employee is at call all the time.
- (xvii) Union means the Transport Workers Union of New South Wales.
- (xviii) Full Time Employee means an employee, other than a casual employee or part time employee, who at the time of engagement is guaranteed at least a weeks work.

- (xix) Roster sets out the aggregate of the daily shifts worked in each pay period. Each employee's roster is posted a minimum of three days in advance in a prominent place at each depot.
- (xx) Shifts sets out the rostered daily work of an employee.

42. Leave Reserved

Leave is reserved to the Parties to apply as they see fit in relation to:

- (1) Casual Employees
- (2) Railway Work
- (3) Clause 44 - Area Incidence and Duration.

43. Anti Discrimination

- (i)
- (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.”

44. Area, Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Transport Industry - Motor Bus Drivers and Conductors (State) Award published 9 September 2005 (353 I.G.760), as varied.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 29 October 2008, and shall have a nominal term of three years.

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

It shall apply to all motor bus drivers and conductors, other than regular drivers of tourist, parlour and service coaches or cars in the State, excluding the County of Yancowinna, within the jurisdiction of the Transport Industry Motor Bus Drivers and Conductors (State) Industrial Committee.

Transport Industry Motor Bus Drivers and Conductors (State) Industrial Committee Industries and Callings.

Motor drivers and conductors employed on motor coaches, cars, omnibuses and all passenger motor vehicles for hire or plying for hire, and all motor vehicles used for the purpose of carrying passengers or workmen notwithstanding such vehicles are not for hire or plying for hire, provided that such vehicles, whether or not for hire or plying for hire, are normally capable of carrying eight or more sitting passengers or persons, other than motor wagons which are not used for the purpose of conveying passengers or workmen, in the State, excluding the County of Yancowinna; excepting -

Employees who are not engaged in business or trade;

All persons employed by Sydney Electricity, trading as Pacific Power;

Employees of the State Rail Authority of New South Wales and

State Transit Authority of New South Wales;

Employees of the Council of the City of Newcastle;

Employees of the Australian Gas Light Company;

Employees of the Commissioner for Motor Transport.

45. 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, as defined hereunder, 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 sub clause 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) An agreement with respect to a conversion to part-time employment under the part-time provisions of this award must be in accordance with Clause 7, Part-Time Employees, except that
 - (1) In the case of conversion of a casual employee who has predominantly been performing school run work, his or her hours of work as a part-time employee may be averaged over 52 weeks if it is envisaged that the employee will continue to perform predominantly school run work and provided that a minimum of three hours is worked in each rostered working day during school term.
 - (2) Subclause (iii) (d) of Clause 8, Hours of Employment, shall not be applicable.
 - (3) Any hours worked in addition to the base number of agreed hours shall:

Be worked only by mutual agreement between employer and the employee, and there shall be no circumstances in which the employer can require the employee to work additional hours.

Shall, except in the case of special hirings (to which clause 15 applies), be paid at the ordinary-time rate of this award for up to 10 hours per day or 38 hours per week for all

work performed (including base hours), and thereafter shall be paid at overtime penalty rates.

Be taken into account in the calculation of pro rata leave entitlements (except where paid at overtime penalty rates).

- (viii) 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.
- (ix) 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 sub clause, 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 sub clause (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 agreement.

- (e) This clause has no application in respect of organizations which are properly registered as Group Training Organizations 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 Organizations established by the ANTA Ministerial Council.

PART B

MONETARY RATES

Table 1 - Wage Rates

This table applies to employees of employers who ARE NOT required to pay the Bus reform rates and allowances in Tables 3 and 4

Classification	Weekly wage operative from the first full pay period to commence on or after 29 October 2008 \$	Weekly Wage operative from the first full pay period to commence on or after 1 July 2009 \$
1. Motor Bus Driver	726.01	755.05
2. Motor Bus Conductor	571.47	594.33

Table 2 - Other Rates and Allowances

This table applies to employees of employers who ARE NOT required to pay the rates and allowances in Tables 3 and 4

Item No.	Clause No.	Brief Description	Rate \$	
1	4(ii)(a)	Issue tickets or collect fares	\$10.90 per day from the first full pay period to commence on or after 29 October 2008	\$11.33 per day from the first full pay period to commence on or after 1 July 2009
2	4(ii)(b)	Driver of an articulated bus	\$4.74 per shift from the first full pay period to commence on or after 29 October 2008	\$4.93 per shift from the first full pay period to commence on or after 1 July 2009
3	9(iv)	Meal or crib break away from depot - toilet facilities not arranged by employer	\$1.67 per shift from the first full pay period to commence on or after 29 October 2008	\$1.74 per shift from the first full pay period to commence on or after 1 July 2009
4	9(vi)	Required to work for two hours or more after the usual finishing time	\$9.72 from the first full pay period to commence on or after 29 October 2008	\$10.11 from the first full pay period to commence on or after 1 July 2009
5	11(iii)(b)	Works a broken shift which finishes later than 10.00p.m.	\$2.27 from the first full pay period to commence on or after 29 October 2008	\$2.36 from the first full pay period to commence on or after 1 July 2009
6	11(v)	Rostered to work ordinary hours of duty commencing prior to 6.00a.m. and/or finishing after 6.00p.m.	\$1.67 per day from the first full pay period to commence on or after 29 October 2008	\$1.74 per day from the first full pay period to commence on or after 1 July 2009
7	15(i)(c)	Meal allowance when suitable meal is not provided	\$9.72 from the first full pay period to commence on or after 29 October 2008	\$10.11 from the first full pay period to commence on or after 1 July 2009

8	17(ii) (a)	Meal allowance when working outside the areas of regular timetabled services	\$9.72 from the first full pay period to commence on or after 29 October 2008	\$10.11 from the first full pay period to commence on or after 1 July 2009
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Table 3 - Wage Rates (Bus Industry Reform Contracts)

This table applies to employees engaged at a yard operated by an employer (including any Associated Operator) at or from which any work pursuant to a Bus Industry Reform Contract is performed or at which the Employer is eligible to sign a Bus Industry Reform Contract from 29 October 2008.

Classification	Weekly wage operative from the first full pay period to commence on or after 29 October 2008 \$	Weekly Wage operative from the first full pay period to commence on or after 1 July 2009 \$
1. Motor Bus Driver	775.95	806.99
2. Motor Bus Conductor	614.98	639.58

Table 4 - Other Rates and Allowances - (Bus Industry Reform Contracts)

This table applies to employees engaged at a yard operated by an employer (including any Associated Operator) at or from which any work pursuant to a Bus Industry Reform Contract is performed or at which the Employer is eligible to sign a Bus Industry Reform Contract from 29 October 2008.

Item No.	Clause No.	Brief Description	Rate \$	
1	4(ii) (a)	Issue tickets or collect fares	\$11.65 per day from the first full pay period to commence on or after 29 October 2008	\$12.11 per day from the first full pay period to commence on or after 1 July 2009
2	4(ii) (b)	Driver of an articulated bus	\$5.06 per shift from the first full pay period to commence on or after 29 October 2008	\$5.26 per shift from the first full pay period to commence on or after 1 July 2009
3	9(iv)	Meal or crib break away from depot - toilet facilities not arranged by employer	\$1.79 per shift from the first full pay period to commence on or after 29 October 2008	\$1.86 per shift from the first full pay period to commence on or after 1 July 2009
4	9(vi)	Required to work for two hours or more after the usual finishing time	\$9.72 from the first full pay period to commence on or after 29 October 2008	\$10.11 from the first full pay period to commence on or after 1 July 2009
5	11(iii) (b)	Works a broken shift which finishes later than 10.00p.m.	\$2.42 from the first full pay period to commence on or after 29 October 2008	\$2.52 from the first full pay period to commence on or after 1 July 2009
6	11(v)	Rostered to work ordinary hours of duty commencing prior to 6.00a.m. and/or finishing after 6.00p.m.	\$1.79 per day from the first full pay period to commence on or after 29 October 2008	\$1.86 per day from the first full pay period to commence on or after 1 July 2009

7	15(i) (c)	Meal allowance when suitable meal is not provided	\$9.72 from the first full pay period to commence on or after 29 October 2008	\$10.11 the first full pay period to commence on or after 1 July 2009
8	17(ii) (a)	Meal allowance when working outside the areas of regular timetabled services	\$9.72 from the first full pay period to commence on or after 29 October 2008	\$10.11 the first full pay period to commence on or after 1 July 2009

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

I

VEHICLE INDUSTRY - REPAIR SERVICES AND 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 676 of 2008)

Before Commissioner Bishop

6 April 2009

REVIEWED AWARD

PART A

Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Contract of Employment
3.	Casual Employment
4.	Part-time Employment
4A.	Secure Employment
5.	Payment of Wages
6.	Wage Rates
7.	Award Modernisation
8.	Payment By Results
9.	Junior Employees
10.	Special Rates & Allowances
11.	Hours of Work
12.	Implementation of 38-Hour Week
13.	Meal Breaks
14.	Rates for Saturday Work
15.	Rates for Sunday Work
16.	Rates for Holiday Work
17.	Shift Work & Rates Therefore
18.	Overtime
19.	Mixed Functions
20.	Holidays
21.	Annual Leave
22.	Long Service Leave
23.	Sick Leave
24.	Personal/Carer's Leave
25.	Bereavement Leave
26.	Make Up of Workers' Compensation Payments
27.	Travelling Time, Accommodation and Meals
28.	Accommodation & Conveniences
29.	Clothing, Etc.
30.	Jury Service
31.	Superannuation
32.	Introduction of Change and Redundancy
33.	Shop Stewards
33A.	Deduction of Union Membership Fees

34. Notice Board
35. Right of Entry
36. Time and Wages Record
37. Parental Leave
38. Basis of Award and Leave Reserved to Apply
39. Savings and Exemptions
40. Traineeships
41. Disputes and Industrial Grievance Procedure
42. Anti-Discrimination
43. Supported Wage
44. Area, Incidence and Duration

PART B

MONETARY RATES

- Table 1 - Wages - Adult Weekly Employees
 Table 2 - Wages - Junior Weekly Employees
 Table 3 - Wages - Casual Driveway Attendants
 Table 4 - Wages - Casual Console Operators
 Table 5 - Wages - Training - Skill Level A
 Table 6 - Wages - Training - Skill Level B
 Table 7 - Allowances
 Table 8 - Hourly Rates for Trainees Who Have Left School

2. Contract of Employment

- (a) Weekly or Casual Hire: Except as hereinafter provided, employment shall be by the week. An employee not specifically engaged as a casual employee shall be deemed to be employed by the week.
- (b) An employee, other than a casual, engaged for the first time shall for the first three weeks of such engagement, be employed on a probationary basis from day to day at the appropriate weekly rate fixed by this Award and terminable on a day's notice.
- (c) Performance of Work: An employee shall perform such work under this award as the employer shall, from time to time, reasonably require.
- (d)
 - (i) Absence from Duty: An employee not attending for duty shall, except as provided for in clauses 20 - Holidays, 21 - Annual Leave, 23 - Sick Leave, 24 - Personal/Carers Leave, 25 - Bereavement Leave, 26 - Make Up of Workers' Compensation Payments, 30 - Jury Service, lose pay for the actual time of such non-attendance.
 - (ii) Where an employee is absent from work for up to 30 minutes on any day which does not entitle the employee for payment of wages, the employer and employee can agree that such absence can be made up with work after/or before normal commencing times, up to the equivalent of the said absence which will not be subject to overtime or other penalty rates.
- (e) Termination of Employment:

Notice of termination by employer.

 - (i)
 - (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 up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice in sub-paragraph (1) of this clause, 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) For the purposes of this subclause, such notice may be given at any time but shall expire at the ordinary finishing time of a working day or shift. Notice given before the commencement of a day's work or shift shall be deemed to have been given at the end of the previous day's work or shift, and notice given during a day's work or shift shall be deemed to be given at the end of that day's work or shift.
- (4) Where an employer gives an employee notice of termination of employment the parties may mutually agree to the employment ending at any time after the giving of the notice and before expiration of the period of the notice and in such a case wages shall be paid only up to the time of the agreed termination.
- (5) Payment in lieu of the notice of this clause prescribed in sub-paragraph (1) and/or (2) 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.
- (6) In calculating any payment in lieu of notice an employee shall be paid the appropriate wages at the rate applicable as prescribed by clauses 5, 6, and 8 which is appropriate to the employee.
- (7) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal, including malingering, inefficiency, neglect of duty or misconduct or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specific task or tasks.
- (8) Where an employer gives an employee notice of termination of employment the employee shall at any time after having been given such notice be entitled to give notice to the employer of the immediate termination of his/her employment but in such circumstances the employee shall pay or forfeit wages for the balance of the notice period.
- (9) Subject to paragraphs (8) and this subparagraph, where an employer has given notice to an employee as aforesaid the employee shall continue in employment until the date of the expiration of such notice. An employee who, having been given notice as aforesaid, is absent from work during such period without reasonable cause (proof whereof shall be upon the employee) shall be deemed to have abandoned employment and shall not be entitled to payment for any work done within that notice period.
- (10) For the purpose of this clause continuity of service shall be calculated in the manner prescribed by the *Annual Holidays Act, 1944*.

Notice of Termination by Employee

(ii)

- (1) The notice of termination required to be given by an employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the employee concerned.
- (2) For the purposes of this subclause, such notice may be given at any time but shall expire at the ordinary finishing time of a working day or shift. Notice given before the

commencement of a day's work or shift shall be deemed to have been given at the end of the previous day's work or shift, and notice given during a day's work or shift shall be deemed to be given at the end of the day's work or shift.

- (3) If an employee fails to give or work out the appropriate notice the employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period or balance of notice.
- (4) Where an employee gives notice of the termination of the employee's employment the parties may mutually agree to the employment ending at any time after the giving of the notice and before expiration of the period of the notice and in such a case wages shall be paid only up to the time of the agreed termination.
- (5) Where an employee has given notice of the termination of employment the employee shall at any time after giving such notice be entitled to give notice to the employer of the immediate termination of employment but in such cases the employee shall pay or forfeit wages for the balance of the notice period.
- (6) Subject to sub-paragraphs (4) and (5) of this clause an employee who has given notice as aforesaid shall continue in employment until the expiration of such notice notwithstanding subparagraph (3) of this paragraph. An employee who having given notice as aforesaid, absents himself/herself from work during such notice period without reasonable cause (proof whereof shall be upon the employee) shall be deemed to have abandoned employment and shall not be entitled to payment for work done within that notice period.
- (7) For the purpose of this clause continuity of service shall be calculated in the manner prescribed by the *Annual Holidays Act, 1944*.

Time Off During Notice Period

- (iii) Where an employer has given notice of termination to an employee, an employee shall be allowed up to seven hours thirty six minutes time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the employer.

Statement of employment

- (iv) 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.

Summary dismissal

- (v) Notwithstanding the provisions of subparagraph (1) of paragraph (i) of this subclause, the employer shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal, including malingering, inefficiency, neglect of duty or misconduct and in such cases the wages shall be paid up to the time of dismissal only.

Unfair dismissal

- (vi) Termination of employment by an employer shall not be harsh, unjust, or unreasonable.

For the purposes of this clause termination of employment shall include terminations with or without notice.

Without limiting the above, except where a distinction, exclusion, or preference is based on the inherent requirements of a particular position, termination on the ground of race colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction and social origin shall constitute a harsh, unjust, or unreasonable termination of employment.

- (f) Notification of Absence:
- (i) Subject to paragraph (ii) hereof an employee who is absent from work without the employer's consent for a continuous period equalling one working day or more, shall, on the first day of such absence, at the commencement of the employee's shift, if practicable and in any other event within four hours of the commencement of the shift, inform the employer of the absence stating the reasons and the estimated duration thereof.
 - (ii) Employees who establish that their failure to give the required particulars of an absence was reasonable in the circumstances shall not be in breach of this subclause.
- (g) Abandonment of Employment:
- (i) The absence of an employee from work for a continuous period exceeding three working days without the consent of the employer and without notification to the employer in accordance with subclause (f) of this clause shall be prima facie evidence that the employee has abandoned their employment.
 - (ii) If within a period of fourteen days from the last attendance at work or the date of the employee's last absence in respect of which notification has been given or consent has been granted, an employee has not established to the satisfaction of the employer that the employee was absent for reasonable cause, the employee shall be deemed to have abandoned the employee's employment.
 - (iii) Termination of employment by abandonment in accordance with this subclause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, or the date of the last absence in respect of which notification was given to the employer, whichever is the later.
- (h) Time Keeping
- (i) Notwithstanding anything elsewhere contained in this award an employer may select and utilise for timekeeping purposes any fractional or decimal proportion of an hour (not exceeding six minutes) and may apply such proportion of an hour.
 - (ii) If an employer adopts a proportion for the aforesaid purpose the employer shall apply the same proportion for the calculation of overtime.

3. Casual Employment

- (i) A casual employee is one engaged and paid as such. The maximum period for which a casual employee can work continuously on a full time basis (ie. the total daily and weekly hours elsewhere prescribed in this award) shall be six weeks. In any case where such full time employment extends beyond six weeks, the employee shall thereafter be deemed to be employed by the week.
- (ii) A casual employee, other than a vehicle salesperson, a driveway attendant or a console operator shall be paid per hour 1/38th of the weekly wage prescribed by clauses 5, 6 and 8 of this award, as the case may be, for the work performed plus a loading as set out in the following table:

Day or Time Worked	Percentage Loading
Monday to Friday between 6:00am and 6:00pm	20
Monday to Friday between 6:00pm and 6:00am	45
Saturday at any time	70
Sunday at any time	120
Holidays at any time	120
In excess of 8 hours on any day -	
The first three hours	70
Thereafter	120

The loading prescribed in this paragraph shall not be cumulative and in any case where more than one loading applies the employee shall be entitled to the highest of the applicable rates.

- (iii) For casual driveway attendants and casual console operators, refer to subclauses (3) and (4) of clause 6, Wage Rates.

4. Part-Time Employment

An employer in addition to employing full-time employees, may employ part-time employees upon the following terms:

- (a) A part-time employee means a weekly employee who is engaged to work a regular number of hours in each week not less than twenty hours.
- (b) Such employee for working ordinary time shall be paid per hour, or one thirty-eighth, of the weekly rate prescribed by this Award for work which an employee performs and in addition, shall be entitled, on a pro-rate basis, to be paid shift premiums where applicable.
- (c) An employee engaged on a part-time basis shall be entitled to payments in respect of annual leave, public holidays, sick leave, bereavement leave, jury service and make up pay, arising under this Award on a proportionate basis calculated on the normal ordinary hours the employee would have worked in accordance with subclause (a) of this clause.
- (d) A part-time employee who works in excess of the hours determined under the contract of employment shall be paid overtime in accordance with Clause 18, Overtime.

4A. Secure Employment

- (a) Objective of this Clause

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

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

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

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

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
 - (ix) The provisions of subclause (b) shall not apply in respect of casual employees to whom an entitlement under clause 3(i) of this Award applies.
- (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.

5. Payment of Wages

(a)

- (i) All wages shall be paid weekly or with the agreement of the majority of the employees working under this Award fortnightly. Such wages shall be paid in cash, provided that with the authority in writing of the employee and subject to the provisions of Part 4 of the Industrial Relations (General) Regulation 2001, payment may be made either by cheque or by payment into a bank account specified in the authority; provided further that such authority may be withdrawn at any time by not less than seven days' notice in writing to the employer.
- (ii) Further, an employer and an employee may agree that the employee's wages may be paid by cheque or by direct transfer into the bank account or other financial institution nominated by the employee. Where wages are paid by direct transfer the employer will pay the bank or other charges associated with such a method of payment.
- (iii) Wages shall be paid as follows:
 1. In the case of an employee whose ordinary hours of work are in accordance with clauses 4, 11 and 12 of this Award so that the employee works up to 38 hours per week, wages shall be paid weekly or fortnightly according to the actual ordinary hours worked each week.
 2. In the case of an employee whose ordinary hours of work are arranged in accordance with clauses 4, 11 and 12 of this Award so that the employee works up to an average of 38 ordinary hours each week during a work cycle, wages shall be paid weekly or fortnightly according to a weekly average of ordinary hours worked even though more or less than 38 may be worked in a work cycle.

- (b) An established pay day and/or pay period shall not be changed except by not less than four weeks' notice by the employer to his employees.

- (c) Wages shall be paid in the employer's time not later than Thursday in any pay week.
- (d) Where wages are paid after 1.30 p.m. on pay day the employer shall not keep more pay in hand than has accrued to an employee in respect of work performed by the employee on such pay day and the preceding day. Where wages are paid before 1.30 p.m. on pay day the employer shall not keep more pay in hand than has accrued to an employee in respect of work performed by the employee on such pay day and the preceding days.
- (e) Upon termination of the employment, the employer shall pay wages due to an employee -
 - (i) on the day of such termination; or
 - (ii) by forwarding such wages to the employee by post on the next working day; or
 - (iii) at the employer's place of business on a stated day not later than seven days after such termination. If the employer requires the employee to visit such place of business to collect his wages, in addition to the amount of moneys due, the employer shall pay the employee an additional four hours' ordinary pay.
- (f) An employer may deduct from moneys due to an employee such amount as is authorised in writing by the employee for a lawful purpose specified in the authority.
- (g) On or prior to pay day an employer shall state to each employee in writing the total amount of wages to which the employee is entitled, the amount of overtime included therein, details of any deductions made there from and the net amount being paid to the employee.

6. Wage Rates

- (1) Adult Weekly Employees
 - (a) Rates - The total minimum rates of pay for adult weekly employees employed in each classification, shall be -
 - (i) Level 1 For employees employed as Parking Attendants, Driveway Attendants, Car Polishers (by hand) and Car Cleaners and/or Washers, the weekly rates of pay as set out in Table 1 - Wages - Adult Weekly Employees, of Part B, Monetary Rates.
 - (ii) Level 2 For employees employed as Lubratorium Attendants, the weekly rates of pay shall be as set out in the said Table 1.
 - (iii) Level 3B For employees employed as Unqualified Automotive Parts Salespersons and as Console Operators, the weekly rates of pay shall be as set out in the said Table 1.
 - (iv) Level 4 For employees employed as Qualified Automotive Parts Salespersons, being employees who has passed an appropriate course of technical school training, the weekly rates of pay shall be as set out in Table 1.
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
 - (c) Console Allowance - A weekly employee required to operate a self-service console for up to two hours per day, shall be paid, in addition to the rate of pay otherwise payable under this award, the amount per week set out in Item 1 of Table 7 - Allowances, of Part B, Monetary Rates. Provided

that an employee required to operate a self-service console in excess of two hours per day shall be paid the rate prescribed for Level 3 in Table 1.

- (d) Leading Hand Allowance - An employee appointed by an employer as a leading hand in charge of more than two other employees shall be paid, in addition to the rate of pay otherwise payable under this award, an amount per week based on the number of employees supervised, as follows:

3 to 10 employees	As set out in Item 2 of the said Table 7.
11 to 20 employees	
21 or more employees	

(2) Junior Weekly Employees

- (a) Junior Rates - Driveway Attendants, etc - The total minimum weekly rate of pay for junior employees employed as car cleaners, and/or washers, car polishers - by hand, driveway attendant, lubritorium attendant, or parking attendant, shall be as set out in Group B of Table 2 - Wages - Junior Weekly Employees, of Part B, Monetary Rates.
- (b) Junior Rates - Automotive Parts Salesperson and Console Operators- The total minimum weekly rate of pay for junior employees employed as automotive parts salespersons shall be as set out in Group A of the said Table 2.
- (c) An employer bound by this award shall be entitled to employ juniors in any classification.
- (d) Refer to clause 9, Junior Employees, for provision regarding Junior Employees.

(3) Casual Driveway Attendants

- (a) Ordinary Time - A casual driveway attendant shall be paid hourly rates of pay for ordinary-time work as follows:
- (i) Monday to Friday - For ordinary-time work on Monday to Friday, the rates as set out in Rate 1 of Table 3 - Wages - Casual Driveway Attendants, of Part B, Monetary Rates.
- (ii) Weekends and Public Holiday - For ordinary-time work on Saturday, Sunday or a public holiday, the rates as set out in Rate 2 of the said Table 3.
- (b) Annual Leave - The hourly rates of pay for casual driveway attendants provided under subclause (a) of this clause include the 1/12 loading payable to casual employees in lieu of annual holidays as prescribed by the *Annual Holidays Act 1944*.
- (c) Overtime Loading (Casual) - A casual driveway attendant, for work in excess of 10 hours per day or in excess of an average of 38 hours per week, shall be paid in addition to the hourly rate of pay otherwise payable under this award, an amount per hour as set out in Rate 3 of Table 3.
- (d) Calculation - The hourly rates calculated in accordance with this clause shall be rounded to the nearest cent, with amounts less than half a cent rounded down to the next lowest cent, and amounts equal to or greater than half a cent rounded up to the next highest cent.

(4) Casual Console Operator

- (a) Ordinary Time - A casual shall be paid hourly rates of pay for ordinary-time work as follows:
- (i) Monday to Friday - For ordinary-time work on Monday to Friday, the rates as set out in Rate 1 of Table 4 - Wages - Casual Console Operators, of Part B, Monetary Rates.
- (ii) Weekends and Public Holiday - For ordinary-time work on Saturday, Sunday or a public holiday, the rates as set out in Rate 2 of the said Table 4.

- (b) Annual Leave - The hourly rates of pay for casual driveway attendants provided under subclause (a) of this clause include the 1/12 loading payable to casual employees in lieu of annual holidays as prescribed by the *Annual Holidays Act 1944*.
- (c) Overtime Loading (Casual) - A casual console operator for work in excess of 10 hours per day or in excess of an average of 38 hours per week, shall be paid in addition to the hourly rate of pay otherwise payable under this award, an amount per hour as set out in Rate 3 of the said Table 4.
- (d) Calculation - The hourly rates calculated in accordance with this clause shall be rounded to the nearest cent, with amounts less than half a cent rounded down to the next lowest cent, and amounts equal to or greater than half a cent rounded up to the next highest cent.

7. Award Modernisation

- (a) The unions agree to consider all matters raised by employers directed at modernising the terms of this award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.

With respect to those matters that are settled by negotiation, the unions agree that the outcomes will be processed via award variations, on the understanding that these matters will not result in income loss to employees and are not approached in a negative cost cutting manner.

It is recognised that scope also exists to have enterprise agreements in accordance with Chapter 2, Part 2 of the *Industrial Relations Act 1996*.

- (b) Work, Training and Career Commitment
 - (i) Employees working under this award are to perform a wider range of duties, including work which is incidental or peripheral to their main tasks or functions.
 - (ii) Subject to agreement at the enterprise level, employees are to undertake training for the wider range of duties and for access to higher classifications.
 - (iii) Barriers to advancement of employees within the award structure or through access to training will not be created.
 - (iv) The unions accept in principle the new award in which descriptions will be more broadly based and generic in nature.
 - (v) The parties agree to develop training and skills acquisition which is consistent with the development of a skilled classification structure which is determined jointly by the parties through surveying and testing of industry needs.
- (c) At each establishment or enterprise, the employer, the employees and their relevant union or unions should establish a consultative mechanism and procedures appropriate to the size, structure and the needs of that establishment or enterprise.

Measures raised by the employer, employees or union(s) for consideration, consistent with the objectives of this clause, shall be processed through that consultative mechanism and procedures.

Measures raised for consideration consistent with this clause, may be related to implementation of the new classification structure and the facilitative provisions contained in this award.

8. Payment By Results

- (a) An employer may remunerate any of the employees under any system of payment by results based on rates which will enable workers of average capacity to earn at least 10 per cent in excess of their prescribed weekly rates.

Provided that an employee so employed shall not in any week be paid less than the rate prescribed by this award for the class of work being performed by the employee.

- (b) A union party to this award may apply to the Industrial Relations Commission of New South Wales or to the Vehicle Industry (State) Industrial Committee for correction or regulation of any piece work rate, time bonus rate, task rate or any other system of payment by results now in operation or hereafter introduced into any workshop controlled by an employer bound by this award.
- (c) A union shall not impose on a member any fine, penalty or other forms of punishment for agreeing to accept or for accepting payment by results in accordance with this award.

9. Junior Employees

(a)

(i)

- (1) The minimum weekly rates of wages for a junior employed in the classifications as set out in subparagraph (2) of this paragraph shall be calculated as follows:

Age	Percentage of Ordinary Weekly Wage of Adult Driveway Attendant
16 years of age and under	47.5
17 years of age and under	50
18 years of age and under	62.5
19 years of age and under	75
20 years of age and under	87.5

- (2) For the purposes of subparagraph (1) of this subclause, the following classifications apply:

Car cleaner and/or Washer

Car Polish (by hand)

Lubritorium Attendant

Parking Attendant

(ii)

- (1) The minimum weekly wage for a junior employed in the classifications set out in subparagraph (2) of this paragraph shall be calculated as follows:

Age	Percentage of Ordinary Weekly Wage of Automotive Driveway Attendant
16 years of age and under	47.5
17 years of age and under	50
18 years of age and under	62.5
19 years of age and under	75
20 years of age and under	87.5

- (2) For the purposes of subparagraph (1) of this paragraph the following classifications apply:

Automotive Parts Salesperson

Console Operator

- (iii) The percentages prescribed by paragraph (i) of this subclause shall be calculated in multiples of five cents, amounts of two cents or less being taken to the lower multiple and amounts in excess of two cents being taken to the higher multiple.
- (b) **Proof of Age:** An employee who the employer has reasonable grounds for suspecting is under the age of 21 years shall, if required, furnish proof of age by means of a birth certificate of statutory declaration by parent or guardian. The employer shall be entitled to rely upon such proof.
- (c) **Prohibited Work**

No junior employee under the age of 18 years shall be left working alone between the hours of 7.00 p.m. and 6.30 a.m.

10. Special Rates and Allowances

In addition to the wages prescribed elsewhere in this award the special rates and allowances hereinafter appearing shall be paid to employees whether adult or junior employees.

- (a) **Confined Spaces**
 - (i) An employee working in a confined space, i.e. a compartment, space or place, the dimensions of which necessitate the employee working in a stooped or otherwise cramped position or without proper ventilation, shall be paid an amount per hour extra as set out in Item 3 of Table 7 - Allowances, of Part B, Monetary Rates.
- (b) **Dirty Work**
 - (i) An employee doing work which a foreperson and the employee agree is of an unusually dirty or offensive nature - per hour extra as set out at Item 4 of Table 7.
 - (ii) In any case coming within paragraph (i) of this clause the minimum payment on any day or shift shall be as set out at Item 5 of Table 7 provided, however, that the said minimum amount shall not be payable in respect of a specific job when other higher special rates are payable for that job on the same day or shift and such higher rates exceed the amount set out at Item 5, on the particular day or shift.
 - (iii) In case of disagreement between the foreperson and workperson, the workperson or a shop steward on the employee's behalf shall be entitled, within twenty-four hours, to ask for a decision on the workperson's claim by the employer's industrial officer (if there is one), or otherwise by the employer or the executive officer responsible for the management or superintendence of the plant concerned. In such case, a decision shall be given on the workperson's claim within forty-eight hours of its being asked for (unless that time expires on a non-working day, in which case it shall be given during the next working day) or else the said allowance shall be paid.
 - (iv) In any case where a union alleges that an employer or the employer's representative is unreasonable or capricious in relation to such a claim, it shall have the right to bring such case before the Industrial Committee.
- (c) **Hot Places**
 - (i) An employee working for more than one hour in the shade:
 - (1) In places where the temperature is raised by artificial means to between 46 and 54 degrees Celsius - per hour extra as set out at Item 6 of Table 7.
 - (2) In places where the temperature exceeds 54 degrees Celsius - per hour extra as set out at Item 7 of Table 7.

- (ii)
 - (1) Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, an employee shall also be entitled to twenty minutes rest without deduction of pay after every two hours work.
 - (2) The temperature shall be decided by the foreman of the work after consultation with the employee who claims the extra rate.
- (d) Livestock Transports: An employee working on the underside or the body of the stock compartment of a vehicle which has been regularly used in the carriage of livestock and which has not been cleaned down immediately before service - per hour extra as set out at Item 8 of Table 7.
- (e) First Aid Qualifications: An employee holding first aid qualifications and appointed by his employer to perform first aid duty - per week extra as set out at Item 9 of Table 7.
- (f) Combined Disabilities: Where two or more of the disabilities for which special rates are prescribed in this clause occur at the same time such rates shall accumulate, with the exception of subclauses (b) and (d), of this clause, in which case the highest rate shall be payable.
- (g) Glass or Slag Wool: An employee handling loose slag wool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise - per hour extra as set out at Item 10 of Table 7.
- (h) Rates Not Subject to Penalty Additions: The special rates and allowances prescribed by this clause shall be paid irrespective of the times at which the work is performed and shall not be subject to any premium or penalty additions.

11. Hours of Work

- (a) Subject to Clause 12 - Implementation of 38-hour week and subject to the exceptions hereinafter provided, the ordinary hours of work of an employee shall be an average of 38 hours per week to be worked on not more than five days in any week, on the following basis:
 - (i) 38 hours within a work cycle not exceeding seven consecutive days; or
 - (ii) 76 hours within a work cycle not exceeding fourteen consecutive days; or
 - (iii) 114 hours within a work cycle not exceeding twenty-one consecutive days; or
 - (iv) 152 hours within a work cycle not exceeding twenty-eight consecutive days; or
 - (v) Any other work cycle during which a weekly average of 38 ordinary hours are worked or may be determined in accordance with subclause 12.
- (b)
 - (i) The commencing times of any employee's daily hours once fixed in accordance with clause 12 or subclause (c) hereof may vary from day to day in the week but not by more than two hours. Provided that in the implementation of the above work cycles referred to in subclause (a) of this clause, 12 hours shall be the maximum number of ordinary hours per day, and further that any agreement pursuant to paragraph (i) of subclause (b) of clause 12 or employer decision pursuant to paragraph (ii) of subclause (b) of clause 12 which provides that ordinary hours of work may exceed 10 hours per day, shall have its terms and conditions ratified by The Industrial Relations Commission of New South Wales. This provision shall not operate so as to override any State transport legislation which limits the number of ordinary hours which may be worked on any day.

- (ii) Twelve hour work periods will only be permitted where:
 - (1) there is a continuous work process or other special circumstances can be shown to exist;
 - (2) a twelve hour work period will not impose an excessive workload;
 - (3) they are in conjunction with the possibility of reviewing working time generally;
 - (4) there has been a proper examination of occupational health and safety considerations; and
 - (5) there is the agreement of both the employer and the relevant Union.
- (iii) Such agreements pursuant to paragraph (i) of subclause (b) of the said clause 12, or employer decision pursuant to paragraph (ii) of the said subclause (b), shall include the following minimum safeguards:
 - (1) the introduction of an extended shift shall be on a trial basis for 6 months to allow workers to evaluate the effect of the change;
 - (2) an additional paid break per shift;
 - (3) no more than two night shifts shall be worked in succession unless otherwise agreed between a particular employer or employer association and the relevant Union(s);
 - (4) at least a 12 hour interval between shifts;
 - (5) rosters shall include at least two free weekends each months;
 - (6) day shifts shall not start before 6.00 a.m., unless otherwise agreed between a particular employer or employer association and the relevant Union(s);
 - (7) provision shall be made for adequate relief arrangements;
 - (8) workers shall be allowed some flexibility about shift change times and shift length;
 - (9) an employee working 12 hour shifts shall not work overtime, other than in the exceptional circumstances where a scheduled relief operator is not available, in which case a maximum of two hours overtime only may be worked with such overtime being paid at the rate of double time;
 - (10) no person under the age of 18 years shall work on an extended shift;
 - (11) special rosters are required for workers exposed to hazards, where health and safety standards are determined on the basis of exposure over eight hours;
 - (12) where it is not possible to continue to work on extended shifts for health reasons, the employer shall take all necessary steps to find suitable alternative employment for the worker.
 - (13) Further, discussions should take place, coincidental with discussions regarding the introduction of twelve hour work periods, with respect to the introduction of a range of support services to assist in minimising the inconvenience of such extended hours.
- (c) Subject to subclauses (a) and (b), of this clause, the daily or shift hours being observed by an employer at the time of coming into operation of this award shall continue until such time as they are altered as to all or a section of the employees by agreement between their employer and an officer of the appropriate union or a branch thereof or in the absence of agreement by seven days notice of alteration given by an employer to the employees concerned and thereafter shall only be altered in like manner.

- (d)
- (i) Except as provided in paragraphs (ii) and (iii) hereof, the ordinary hours prescribed by subclause (a) hereof shall be worked continuously except for meal and afternoon tea breaks pursuant to Clause 13, Meal Breaks, at the discretion of the employer.
 - (ii) Employees on continuous work, i.e. work which is carried on with consecutive shifts of employees throughout the twenty-four hours of each of at least five consecutive days without interruption except during breakdowns or meal breaks, or due to unavoidable causes beyond the control of the employer, shall work the ordinary hours prescribed by subclause (a) hereof, on a daily basis continuously, and shall be allowed during such hours twenty minutes each shift for crib which twenty minutes shall be counted as time worked.
 - (iii) The ordinary hours of work for a part-time employee determined in accordance with Clauses 4, Part-time Employment; 11, Hours of Work, and 12, Implementation of 38-Hour Week, shall be between 20 and not more than 38 hours.
 - (iv) As to weekly, part-time or casual driveway attendants, the ordinary hours prescribed by subclause (a) hereof shall be worked at the option of an employer in either of the following ways:
 - (1) continuously, on a daily basis, except for meal and afternoon tea breaks at the discretion of the employer; or
 - (2) continuously, on a daily basis, with twenty minutes during such hours each day or shift for crib, which twenty minutes shall be counted as time worked.

12. Implementation of 38-Hour Week

- (a) Ordinary hours of work shall be an average of 38 hours per week as provided in Clause 11 - Hours of Work.
- (b)
 - (i) In each establishment an assessment should be made as to which method of implementation of the 38 hour week best suits the needs of the business and the employers proposal shall be discussed with the employees concerned, the objective being, to reach agreement on the method of implementation.
 - (ii) However, where the work cycle proposed by the employer is not agreed by the employees concerned, then the relevant Union(s) may have the matter reviewed by the Vehicle Industry (State) Industrial Committee.
- (c) Circumstances may require that different methods of implementation of the 38 hour week apply to individual employees, groups or sections of employees in the establishment concerned.
- (d) In the absence of agreement at establishment level as to the method of implementation of the 38 hour week the following procedures shall be applied without delay:
 - (i) Consultation shall take place within the particular establishment concerned.
 - (ii) If the problem remains unresolved, the matter shall be referred to the Secretary of the Union (or Unions) concerned or his / her deputy, at which level the matter will again be dealt with without delay.
 - (iii) In the absence of agreement either party may refer the matter to the Industrial Relations Commission of New South Wales or to the Vehicle Industry (State) Industrial Committee for resolution.

- (e)
- (i) Notwithstanding any other provisions in Clause 11 - Hours of Work or in this clause an employer, to suit any special circumstances, may reach agreement with an individual employee or a group or section of employees and the relevant union to defer the taking of up to 5 days of accumulated time off.
 - (ii) An individual employee, with the agreement of the employer, may defer the taking of time off up to a maximum of 5 days.
 - (iii) Where agreement has been reached in accordance with paragraph (i) and (ii) hereof accumulated time off must be taken within 6 months of the date on which agreement to defer was reached.
- (f)
- (i) An employer, with the agreement of the majority of the employees concerned, may substitute the time an employee is to take off in accordance with subclause (a) of the said Clause 11 (a) hereof for another day to meet the requirements of the business in the event of rush orders, seasonal trading or for some other emergency.
 - (ii) Where an agreement has been reached in accordance with paragraph (i) of this subclause, the deferred time off shall be taken within 6 months of the date on which agreement to defer was reached.

13. Meal Breaks

- (a)
- (i) Meal breaks shall be for a period of not less than thirty minutes and not more than sixty minutes.
 - (ii) In addition an employer may provide to an employee an afternoon tea break not exceeding 15 minutes.
- (b) Except as provided in subclauses (d), (e) and (f) hereof an employee shall not be required to work more than five hours without a break for a meal. An employee working beyond five hours shall be paid at the rate of time and one-half until the employee receives a break.
- (c) Except as provided in subclauses (d), (e) and (f) hereof all work done during meal breaks and thereafter until a meal break is allowed shall be paid for the rate of time and one-half.
- (d) Where the employer and the majority of employees agree to a practice within an establishment that six hours can be worked without a meal break being taken such an arrangement will apply to all employees within that establishment.
- (e) An employee as a regular maintenance person shall work during meal breaks at the ordinary rates herein prescribed when instructed to do so for the purposes of making good breakdowns of plant or upon routine maintenance or plant which can only be done while such plant is idle.
- (f) An employer may in appropriate circumstances reasonably require an employee to change the timing of scheduled meal break or rest break to meet operational requirements.

14. Rates for Saturday Work

- (a) An employee who works any of their ordinary hours on a Saturday shall be paid therefore as follows:
- (i) Driveway attendants - ordinary time until noon, time and one-half thereafter.
 - (ii) Others - time and one-half.

- (b) An employee who works outside their rostered hours on a Saturday shall be paid for the hours so worked at the rate prescribed by clause 18, Overtime, of this award.
- (c) Payments prescribed by this clause shall stand alone and shall not be included for any other purposes of this award.
- (d) This clause shall not apply to a driveway attendant referred to in subparagraph (ii) of paragraph (a) of subclause (3) of clause 6, Wage Rates.

15. Rates for Sunday Work

- (a) An employee who works any ordinary hours on a Sunday shall be paid therefore as follows:-
 - (i) Driveway attendants - time and one-half
 - (ii) Others - double time
- (b) An employee who works outside their rostered hours on a Sunday shall be paid for the hours so worked at the rate prescribed by clause 18, Overtime.
- (c) Payments prescribed by this clause shall stand alone and shall not be included for any other purposes of this award.
- (d) This clause shall not apply to a driveway attendant referred to in subparagraph (ii) of paragraph (a) of subclause (3) of clause 6, Wage Rates.

16. Rates for Holiday Work

- (a) An employee other than a casual who works any of their ordinary hours on a holiday referred to in clause 20, Holidays, of this award, shall be paid therefore as follows:
 - (i) Driveway Attendants - at the rate of ordinary time for the period so worked in addition to the ordinary rate.
 - (ii) Others - at the rate of time and a half for the period so worked in addition to the ordinary rate.
- (b) An employee who works outside their rostered hours on a holiday referred to in clause 20, Holidays, of this award, shall be paid for the hours so worked at the rate prescribed by clause 18, Overtime, of this award.
- (c) Payments prescribed by this clause shall stand alone and shall not be included for any other purposes of this award.

17. Shift Work and Rates Therefore

- (a) An employee working on afternoon or night shift shall, except on a Saturday, Sunday or holiday, referred to in clause 20, Holidays, of this award be paid in addition to the employee's ordinary rate, an amount equal to the following relevant percentage of his ordinary rate:

(i)	If working on night shift only	30%
(ii)	If working on afternoon shift only	18%
(iii)	If working on alternating afternoon and night shifts	20%
(iv)	If working on alternating day and night shifts	12.5% for night shift
(v)	If working on alternating day, afternoon and night shifts	12.5% for afternoon & night shifts
(vi)	If working on alternating day and afternoon shifts	12.5% for the afternoon shift

- (b) An employee engaged on an afternoon or night shift which does not continue for at least five successive working days or such shorter work cycle as may be worked pursuant to clauses 11 Hours of Work, and 12, Implementation of 38-Hour Week, shall be paid at the rate of time and one-half for each such shift.

- (c) Except at regular change-over of shifts, an employee shall not be required to work more than one shift in each twenty-four hours.
- (d) For the purposes of this clause:
 - (i) "Afternoon Shift" means a shift commencing after noon and not later than 6.00 p.m.
 - (ii) "Night Shift" means a shift commencing after 6.00 p.m. and not later than 4.00 a.m.
- (e) Payments prescribed by this clause shall stand alone and shall not be included for any other purposes of this award.
- (f) This clause shall not apply to a driveway attendant referred to in paragraph (iii) of subclause (e) of clause 2, Contract of Employment.
- (g) Daylight Saving
 - (i) Notwithstanding anything contained elsewhere in this award, in any area where State summer time is prescribed as being in advance of the standard time of that State the length of any shift -
 - (1) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period; and
 - (2) commencing on or before the time prescribed by such legislation for the termination of a summer time period;shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of a shift and the time so recorded at the end thereof, the time of the clock in each case to be set to the time fixed pursuant to the relevant legislation.
 - (ii) In this subclause the expressions "standard time" and "summer time" shall bear the same meaning as are prescribed by the relevant State legislation.

18. Overtime

- (a) An employee other than a casual required to work outside the employee's ordinary hours prescribed by Clauses 11 and 12 shall be paid therefore as follows:
 - (i) On a Sunday - at the rate of double time.
 - (ii) On a holiday referred to in clause 20, Holidays, of this award
 - (1) In the case of a driveway attendant - at the rate of double time.
 - (2) Other employees - at the rate of double time and one half.
 - (iii) On any other day - time and one half for the first three hours and double time thereafter, such double time to continue until the completion of the overtime work.
 - (iv) Time off in lieu of payment for overtime may be provided if an employee so elects and is agreed to by the employer.

Such time off in lieu must be taken at a mutually convenient time and within 4 weeks of the overtime being worked.

Time off in lieu must equate to the overtime rate, ie. if the employee works one hour overtime and elects to clear time off in lieu of payment the time off would be equal to time and one half.

Provided that where an employee's employment is terminated or the employee resigns or the entitlement has not been taken, the entitlement shall be paid out at the rate at which it was accrued.

- (b) The provisions of subclause (a) hereof shall not apply when the time is worked:
- (i) by arrangement between the employees themselves; or
 - (ii) for the purpose of effecting the customary rotation of shifts; or
 - (iii) in accordance paragraph (ii) of subclause (d) of clause 2, Contract of Employment
- (c) Extra Rates not Cumulative - The extra rates prescribed in subclause (a) hereof are in substitution for and not cumulative upon the shift work allowance prescribed by clause 17 of this award.
- (d) Minimum Payment for Overtime on a Sunday or a Holiday - An employee required to work on a Sunday or a holiday referred to in Clause 20, Holidays, of this award shall:
- (i) If they be a driveway attendant be afforded at least 3 hours' work or be paid for 3 hours at the appropriate rate;
 - (ii) If they be one other than referred to in paragraph (i) hereof be afforded at least 4 hours' work or paid for 4 hours at the appropriate rate;
- except where such work is continuous with overtime or work commenced on the previous day or completed on the following day. Provided that where work continues over two days the minimum payment shall be for the stated minimum at the appropriate rate.
- (e) Rest Period before Recommencing Work:
- (i) When overtime work including work on a rostered day off or work on a Sunday or a holiday referred to in clause 20, Holidays, of this award is necessary, it shall wherever reasonably practicable be arranged so that an employee works not more than fourteen hours in any period of twenty-four consecutive hours off duty in each such twenty-four consecutive hours.
 - (ii) Subject to the exceptions referred to in subclauses (f) and (g) of this clause, as to call backs of less than three hours, when an employee finishes a period of work the employee shall, subject to this subclause, be released until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- If, on the instructions of the employer, such an employee resumes or continues work without having had such ten consecutive hours off duty the employee shall be paid at the rate of double time until released from duty for such period and shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (f) Standing By: Subject to any custom now prevailing under which an employee is required regularly to hold themselves in readiness for a call-back, an employee directed by the employer to hold themselves in readiness to work outside ordinary working hours shall, for the period required to hold themselves in readiness, be paid standing by time at ordinary rates from the time from which the employee is so to hold themselves in readiness.
- (g) Call Back - General
- (i) An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours' work at the appropriate rate for each time so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job the employee was recalled to perform is completed within a shorter period.

- (ii) The provisions of paragraph (i) hereof shall not apply:
 - (1) in cases where it is customary for an employee to return to the employer's premises for periods not exceeding thirty minutes each to perform a specific job outside ordinary working hours in which case the employee shall be paid for a minimum of one hour's work at the appropriate rate for each time so recalled; or
 - (2) where the overtime is continuous (subject to a reasonable meal break) with the commencement of ordinary working time.
- (iii) Where the actual time worked is less than three hours on such recall or on each of such recalls, overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause (e) of this clause.
- (h) Call Back - Breakdowns, etc.
 - (i) An employee recalled outside normal working hours for breakdown, accident or other emergency work shall be paid at the rate of double time for the period of time the employee is so recalled.

The calculation of the period of time of duty shall include only the time reasonably occupied in travel or work between the time of the employees departure from the normal place of residence and the time of return thereto provided that:

 - (1) in the case of the first call back in any one day an employee shall be paid as for at least a period of two hours at the rate of double time; and
 - (2) in the case of each subsequent call back in the same day as for at least a period of one hour at the rate of double time whether occurring within two hours of the first call back or not.
 - (ii) Where the actual time worked is less than three hours on such recall or on each of such recalls, overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause (e) of this clause.
- (i) Crib Time
 - (i) An employee working overtime for more than one and one-half hours after working ordinary hours shall, before starting such overtime, be allowed a crib break of twenty minutes which shall be paid for at ordinary rates.
 - (ii) An employee working overtime shall be allowed a crib break of twenty minutes without deduction of pay after each four hours of overtime worked provided he continues work after such crib break.

Provided that where a day worker is required to work overtime on a Saturday the first prescribed crib break shall, if occurring between 10.00am and 1.00pm be paid for at ordinary rates.
 - (iii) An employer and employee may agree to any variation of this subclause to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.
 - (iv) This subclause shall not apply to an employee working overtime on a Sunday or holiday referred to in clause 20, Holidays, of this award unless the employee is rostered to work any ordinary hours on that day.

- (j) Meal Allowance
- (i) An employee required to work overtime for more than one and a half hours without being notified on the previous day or earlier that the employee will be so required to work shall either be supplied with a meal by the employer or paid an amount set out at Item 11 of Table 7 - Allowances, of Part B, Monetary Rates, for the first meal, and for each subsequent meal but such payment need not be made to an employee living in the same locality as the workplace who can reasonably return home for meals.
 - (ii) Unless an employer advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate that partaking of a second or subsequent meal (as the case may be) the employer shall provide such second and/or subsequent meals or make payment in lieu thereof as prescribed in paragraph (i) of this subclause.
 - (iii) An employee pursuant to notice who has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised shall be paid as prescribed in paragraph (i) hereof for meals which the employee has provided but which have become superfluous.
 - (iv) This subclause shall not apply to an employee working overtime on a Sunday or holiday referred to in clause 20, Holidays, of this award unless the employee is rostered to work any ordinary hours on that day.
- (k) Transport of Employees: Where an employee normally uses public transport and is required to commence and/or conclude overtime or shift work between 8.30 p.m. and 6.00 a.m. at a time when public transport is not available, the employer shall provide the employee with a conveyance to and/or from the employee's residence or pay the his current wage for the time reasonably occupied in travelling to and/or from the said residence.
- (l) Subject to paragraph (i) of this subclause, an employer may require an employee to work reasonable overtime at overtime rates, or as otherwise provided for in this award.
- (i) 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.
 - (ii) For the purposes of paragraph (i) of this subclause, what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.

19. Mixed Functions

An employee engaged for more than two hours on one day or shift on duties carrying a higher rate than the employee's ordinary classification shall be paid the higher rate for such day or shift. If so engaged for two hours or less on one day or shift, he or she shall be paid the higher rate for the time so worked.

20. Holidays

- (a) A weekly wage employee shall be granted the following holidays without deduction of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day or Eight Hour Day,

Anzac Day, Queen's Birthday, August, Bank Holiday, Christmas Day, Boxing Day or such other day as is generally observed in a locality as a substitute for any of the said days respectively. Any additional holiday awarded under the Federal Vehicle Industry, Repair, Services and Retail Award for the State of New South Wales shall be a holiday under this subclause.

- (b) For the purposes of this award -
- (i) Where Christmas Day falls on a Saturday or on a Sunday, the following Monday and Tuesday shall be observed as Christmas Day and Boxing Day respectively.
 - (ii) Where Boxing Day falls on a Saturday, the following Monday shall be observed as Boxing Day.
 - (iii) Where New Year's Day falls on a Saturday or on a Sunday, the following Monday shall be observed as New Year's Day.

By agreement between an employer and the majority of the employees in a particular workplace, other days may be substituted for the said days or any of them as to that workplace.

Further, an employer and employee may agree to substitute another day or days for the said days or any of them as to that workplace.

- (c) Where, consequent upon any visit to Australia of Her Majesty the Queen or any other member of the Royal Family a public holiday is proclaimed by the State, such day shall within the defined locality, be deemed to be a holiday for the purposes of this award. Provided that an employee shall not be entitled to the benefit of more than one holiday consequent upon such visit.
- (d) Where an employee is absent from employment on the working day before or the working day after any of the holidays referred to in subclause (a) hereof, without reasonable cause (proof whereof shall lie upon the employee) or the consent of the employer, the employee shall not be entitled to payment for the holiday which occurs on the day immediately following or immediately preceding such absence.
- (e) An employee whose rostered off shift falls on a holiday referred to in subclauses (a), (b) or (c) hereof shall unless that day is a Saturday or a Sunday be paid for that day at the ordinary rate or be given without loss of pay another day or shift off duty during the week in which the holiday occurs.

21. Annual Leave

- (a) Annual Holidays: See *Annual Holidays Act 1944*.
- (b) Annual Holidays Loading: When, pursuant to section 3 of the said Act, an employee is given and takes an annual holiday, the employee shall be paid in addition to the amount payable to the employee pursuant to the said Act, a further amount in respect of the period taken calculated at the rate per week of 17.5 per cent of the appropriate weekly wage prescribed by clause 6, Wage Rates.
- (c) Where the employment of an employee who has become entitled to an annual holiday pursuant to section 3 of the said Act is terminated by the employer for any cause other than misconduct and the employee has not taken all of the annual holiday to which the employee is entitled, the employee shall be paid in addition to the amount payable pursuant to the said Act, a further amount in respect of the annual holiday to which the employee is entitled calculated at the rate prescribed by paragraph (b) of this clause.
- (d) This clause applies where an employee is given and takes the annual holiday prescribed by the said Act or any period thereof, and where the employment of an employee who has become entitled to the annual holiday prescribed by the said Act is terminated by the employer for any cause other than misconduct on or after that date.

22. Long Service Leave

See *Long Service Leave Act 1955*.

23. Sick Leave

- (a) Entitlement: An employee on weekly hiring is absent from work on account of personal illness, or on account of injury by accident arising out of and in the course of the employee's employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
- (i) The employee shall not be entitled to paid leave of absence for any period in respect of which there is entitlement to workers' compensation.
 - (ii) The employee shall comply with subclause (f), Notification of Absence, of clause 2, Contract of Employment, of this award, in relation to such absence.
 - (iii) The employee shall prove to the satisfaction of the employer (or, in the event of a dispute, the Vehicle Industry (State) Industrial Committee) that the employee was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
 - (iv) The employee shall not be entitled during the first year of any period of service with an employer to leave in excess of 38 hours of working time but thereafter shall be entitled to leave up to 60.8 hours of working time each year.
 - (v) In the case of an employee who otherwise is entitled to payment under this clause but who at the time of the absence concerned has not given three months' continuous service in the employee's current employment with the employer the right to receive payment shall not arise until the employee has given such service, unless before that date the employee lawfully leaves the employment of that employer or the employee's services are terminated by the employer through no fault of the employee in which case the employee shall be entitled to payment for any leave so taken on the basis of 3.16 hours for each completed month of service.
 - (vi) all medical certificates shall comply with the following criteria:
 - (1) Certificates shall be legible and state that the employee is unfit for duty on account of personal illness or injury by accident and expected duration of the disability.
 - (2) Certificates shall be on pre-printed notepaper including the name of the medical practitioner and the address of the surgery.
 - (3) Certificates shall show the date of the medical examination and the name of the patient examined.
 - (4) Retrospective or altered certificates are unacceptable.
- (b) Single Day Absences: An employee shall not be entitled to single days of paid sick leave on more than two occasions in any one year of service unless the employee produces to the employer a certificate from a qualified medical practitioner to the effect that he or she is unfit for duty on account of personal illness or injury by accident. Nothing in this subclause shall limit the employer's rights under paragraph (iii) of subclause (a) hereof.
- (c) Sick Leave Year and Calculation of Sick Leave Rights: For the purpose of calculating sick leave rights under this award:
- (i) an employee who continues in their present employment from the date of coming into operation of this award shall be credited with the number of hours sick leave which stood to the employee's credit with the present employer as at the date of coming into operation of this award and shall have future paid sick leave rights calculated on a yearly basis, the year commencing as from the beginning of the employee's next sick leave year with that employer;

- (ii) any other employee shall have the sick leave and rights calculated with the one employer, provided that when an employee continues in the service of an employer, the employee shall be credited with 60.8 hours at the commencement of the employee's next year of service.
- (d) Cumulative Sick Leave:
 - (i) Sick leave shall accumulate from year to year so that any balance of the period specified in paragraph (iv) of subclause (a), and subclause (c) of this clause which has in any year not been allowed to an employee by the employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by the employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this subclause shall be available to the employee for a period of 12 years but for no longer from the end of the year in which it accrues.
- (e) Transmission of Business: Where an employer is a successor or assignee or transmittee of a business, if an employee was in the employment of the employer's predecessor at the time when the employer became such successor or assignee or transmittee the employee in respect of the period during which the employee was in the service of the predecessor shall for the purpose of this clause be deemed to be in the service of the employer.
- (f) Leave Granted Without Entitlement: Where an employee claims sick leave in circumstances where under the terms of this clause he has no entitlement and the employer at the request of the employee, grants paid leave such paid leave shall be debited against the employee's entitlement to sick leave.

24. Personal/Carer's Leave

- (1) Use of Sick Leave:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 24(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at Clause 23, Sick Leave, of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required:
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, an employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
 - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

- (c) a child or an adult child (including an adopted child, a 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 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.
 - (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.
- (2) Unpaid Leave for Family Purpose:
- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subparagraph 24(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.
- (3) Annual Leave:
- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
 - (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
 - (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (4) Time Off in Lieu of Payment for Overtime:
- (a) For the purpose only of providing care and support for a person in accordance with subclause (1) of this clause, and despite the provisions of subclause (iv) of subclause (a) of Clause 18, 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 twelve (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), the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry date of the twelve (12) month period or on termination.
 - (e) Where no election is made in accordance with the said paragraph (a) the employee shall be paid overtime rates in accordance with the award.
- (5) Make-up Time:
- (a) An employee may elect, with the consent of the employer, to work 'make-up time', under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work 'make-up time' (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (6) Rostered Days Off:
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
 - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
 - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.
- (7) Personal Carers Entitlement for casual employees
- (a) Subject to the evidentiary and notice requirements in subparagraphs 24(1)(b) and 24(1)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subparagraph 24(1)(c)(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

25. Bereavement Leave

- (a) An employee other than a casual employee shall be entitled to up to three days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in (c) below.
- (b) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.

- (c) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in 24(1)(c)(ii), provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (e) Bereavement leave may be taken in conjunction with other leave available under (1), (2), (3), (4), (5) and (6) of clause 24. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operation requirement of the business.
- (f) Bereavement entitlements for casual employees
 - (i) Subject to the evidentiary and notice requirements in subparagraphs 24(1)(b) and 24(1)(d) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subparagraph 24(1)(c)(ii) of clause 22, Personal/Carers Leave.
 - (ii) 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.
 - (iii) 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.

26. Make Up of Workers' Compensation Payments

Subject at all times to the provisions of this clause, an employee upon receiving payment of workers' compensation in the terms of the *Workers' Compensation Act 1987*, and continuing to receive such payment in respect of weekly incapacity within the meaning of the said Act shall be paid accident pay by the employer who is liable to pay workers' compensation under the said Act which said liability by the employer for accident pay, may be discharged by another person on the employee's behalf, provided that -

- (a)
 - (i) Accident pay shall only be payable to an employee whilst such employee remains in the employment of the employer by whom the employee was employed at the time of the incapacity and then only for such period as the employee receives a weekly payment under the *Workers' Compensation Act 1987*.
 - (ii) The employer shall not terminate the employment of the employee to avoid payment of entitlements for the employee provided for in this clause.
- (b) Accident pay shall not apply to any incapacity occurring during the first three weeks of employment unless such incapacity continues beyond the first three weeks and then, the provisions of this clause shall apply only to the period of incapacity after the first three weeks. Provided that as to industrial aggravation or acceleration (as provided in the *Workers' Compensation Act 1987*), the provisions of this subclause shall not apply unless the employee has been employed with the employer at the time of the incapacity for a minimum period of one month.
- (c) The provisions of this clause shall not apply in respect of any injury during the first five normal working days of incapacity.
- (d) An employee on engagement may be required to declare all workers' compensation claims made by the employee or on the employee's behalf in the previous five years and in the event of false or inaccurate information being deliberately and knowingly declared the employer may require the employee to forfeit the employee's entitlement to accident pay under this clause.

- (e) The maximum period or aggregate of periods of accident pay to be made by an employer shall be a total of twenty-six weeks for any one injury as defined in subclause (q) of this clause.
- (f) The provisions of this clause shall not apply in respect of any period of other paid leave of absence.
- (g) An employee, upon receiving an injury for which the employee claims to be entitled to receive accident pay, shall give notice in writing of the said injury to the employer as soon as reasonably practicable after the occurrence thereof; provided that such notice may be given by a representative of the employee.
- (h) In order to receive entitlement to accident pay an employee shall conform to the requirements of the *Workers' Compensation Act 1987*, as to medical examination. Where, in accordance with the said Act a medical referee gives a certificate as to the condition of the employee and the employee's fitness for work or specifies work for which the employee is fit and such work is made available by the employer and refused by the employee or the employee fails to commence the work, the provisions of this clause shall cease to apply to the said employee from the date of such refusal or failure to commence the work.
- (i) Where there is a redemption of weekly compensation payments under the said Act the employer's liability to pay benefits under this clause shall cease as from the date of such redemption.
- (j)
 - (i) An employee receiving or who has received accident pay shall advise the employee's employer of any action that the employee may institute or any claim the employee may make for damages. Further, the employee shall, if requested, provide an authority to the employer entitling the employer to a charge upon any moneys payable pursuant to any verdict or settlement on that injury.
 - (ii) Where an employee obtains a verdict for damages in respect of an injury for which the employee has received benefits under this clause the employer's liability to pay such benefits shall cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of the benefits so paid by the employer, the employee shall pay to the employer the amount of such benefits already received in respect of that injury by which the verdict has not been so reduced.
 - (iii) Where an employee obtains a verdict for damages against a person other than the employer in respect of an injury for which the employee has received benefits under this clause, the employer's liability to pay such benefits shall cease from the date of such verdict; provided that if the verdict for damages is not reduced either in whole or part by the amount of benefits so paid by the employer the employee shall pay to the employer any amount of such benefits already received in respect of that injury by which the verdict has not been so reduced.
- (k) Nothing in this clause shall require an employer to insure against liability for the payment of benefits under this clause.
- (l) Any changes in compensation rates under the *Workers' Compensation Act 1987*, shall not increase the amount of the benefits payable under this clause that would have been payable had the rates of compensation remained unchanged.
- (m) All rights to any benefits under this clause shall cease on the death of an employee.
- (n) This clause shall only apply in respect of incapacity arising from an injury occurring or recurring on or after 1 March 1987.
- (o) Where an employee receives a benefit payment under this clause and such payment is payable for incapacity for part of a week, the amount shall be a direct pro-rata payment.

- (p) For the purpose of this clause "Accident Pay" shall mean-
- (i) In the case of an employee who is deemed to be totally incapacitated within the meaning of the said Act and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the said Act for the week in question and the total thirty eight hour weekly award rate for a day worker which would have been payable under the employee's normal classification together with the employee's normal weekly overaward payment for work for the week in question if the employee had been performing the employee's normal duties, provided that shift premiums, overtime payments, fares and travelling allowance, tool allowance, special rates or other similar payments shall not be included.
 - (ii) In the case of an employee who is deemed to be partially incapacitated within the meaning of the *Workers' Compensation Act 1987*, and arising from an injury covered by this clause means a weekly payment of an amount of compensation paid under the said Act for the period in question together with the average weekly amount the employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the relevant Workers' Compensation Board or equivalent authority or as agreed between the parties) and the total thirty eight hour weekly award rate for a day worker which would have been payable under that employee's normal weekly overaward payment for work for the week in question if the employee had been performing the employee's normal duties; provided that shift premiums, overtime payments, fares and travelling allowance, special rates or other similar payments shall not be included. The total so calculated shall be the same as that applying for a total incapacity under paragraph (i) of this subclause, provided that where an employee receives a weekly payment under this paragraph and subsequently such payment is reduced pursuant to the *Workers' Compensation Act 1987*, such reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.
- (q) For the purpose of this clause "Injury" shall be given the same meaning and application as applying under the *Workers' Compensation Act 1987*, and no injury shall result in the application of accident pay unless an entitlement exists under the *Workers' Compensation Act 1987*.

27. Travelling Time, Accommodation & Meals

- (a) Travelling Time: An employee required on any day to perform ordinary work away from a location where the employee normally works shall:
- (i) If required to present for normal working hours be paid at ordinary time rates for extra time spent when travelling except on Saturdays, Sundays and holidays when the employee shall be paid time and one half;
 - (ii) Be paid any fares reasonably incurred in excess of those normally incurred in travelling between his or her home and such workplace and depot:
 - (iii) An employee who, with the approval of the company uses the employee's own means of transport for travelling to or from outside jobs or venues shall be paid the amount of excess fares which the employee would have been incurred in using public transport unless the employee has an arrangement with the company for a regular allowance.
 - (iv) An employee who is required by the employer to use the employee's own motor vehicle on the employer's business shall be paid an allowance per kilometre travelled as set out at Item 12 of Table 7 - Allowances, of Part B, Monetary Rates.
 - (v) The maximum travelling time to be paid shall be 12 hours out of any period of 24 hours, or when sleeping both is provided by the employer for all night travel, eight hours out of every 24.
- (b) Transfer of Employment : An employee
- (i) engaged in one locality to work in another; or

- (ii) sent, other than at the employee's own request, from the usual locality to another for employment which can be reasonably regarded as permanent, involving a change of residence, shall be paid travelling time whilst necessarily travelling between such localities and, for a period not exceeding three months, expenses. Provided that such expenses shall cease after the employee has taken up permanent residence or abode at the new location.
- (c) Accommodation and Meals: Where an employee is required to travel in circumstances requiring the employee to stay away from home overnight, the employee shall, except to the extent that arrangements may be made for the expenses to be charged to the employer, be reimbursed for expenses reasonably incurred for accommodation and meals.
- (d) "Expenses" for the purpose of this clause means
 - (i) All reasonable fares and expenses incurred whilst travelling including an amount for each meal as set out at Item 13 of Table 7.
 - (ii) A reasonable allowance to cover the cost incurred for board and lodging.

28. Accommodation and Conveniences

Each employer, for the use of the employees, shall:

- (i) supply boiling water at meal times;
- (ii) provide in each workplace, an adequate supply of cool drinking water;
- (iii) provide and continuously maintain in each workplace, and at other places where employees are regularly employed, a reasonably accessible first aid outfit in accordance with the Occupational Health and Safety Regulation 2001;
- (iv) provide proper and sufficient sanitary conveniences;
- (v) provide each employee with a suitable locker, to be maintained in good working order, at some reasonably convenient place on the employer's premises or hanging facilities which afford reasonable protection for employee's clothes;
- (vi) provide proper and sufficient washing facilities.

29. Clothing, Etc.

- (a) Uniforms: Where an employer requires an employee as a condition of employment to wear special uniform, such uniform shall be supplied and cleaned free of cost to the employee and shall remain the property of the employer.
- (b) Seats: The employer shall provide, where practicable, a suitable seat upon request by an employee.
- (c) Protective Clothing: An employee working with acids or other substances of a like nature shall be provided by the employer with adequate protective clothing and boots.
- (d) Suitable protective clothing shall be provided by the employer for an employee required to work in the rain or in a car laundry or in a washing bay or in a steam cleaning or proof coating operations.
- (e) An employee engaged in wet rubbing shall be provided by the employer with a rubber apron and rubber boots.

30. Jury Service

An employee on weekly hiring required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of the

employee's attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

An employee shall notify the employer as soon as possible of the date upon which the employee is required to attend for jury service. Further the employee shall give the employer proof of attendance, the duration of such attendance, and the amount received in respect of such jury service.

31. Superannuation

(a) Definitions:

For the purpose of this clause:

- (i) 'Act and Regulations' means the *Superannuation Guarantee (Administration) Act 1992* and Regulations pertaining thereto, as amended from time to time.
- (ii) 'Employee' means any person employed under the terms of this award.
- (iii) 'Employer' means any employer who is bound by this award.
- (iv) 'Ordinary-time Earnings' means the employee's wages for work performed in ordinary hours, as defined in paragraph (a) of subclauses (3) and (4) of clause 6, Wage Rates; clauses 14, Rates for Saturday Work, 15, Rates for Sunday Work; 16, Rates for Holiday Work and 21, Annual Leave, and includes overaward payments and shift penalties.
- (v) The "superannuation fund" shall mean either:
 - (1) Australian Retirement Fund or Retail Employees' Superannuation Trust or MTAA Industry Superannuation Fund or ASSET; or
 - (2) an exempt fund under this award.
- (vi) An "exempt fund" shall mean:
 - (1) any fund specified by an award or registered industrial agreement which has application to the employees in the principal business of the employer where employees covered by this award are the minority of award covered employees; or
 - (2) any nominated fund by a union which the employer elects to pay in contribution on behalf of the employer's employees provided that such fund complies with the Act and Regulations; or
 - (3) any other superannuation fund for which an employer, is already making contributions which satisfy the contribution requirements of subclause (c) of this clause.

(b) Eligibility of Employees:

- (i) All employees (other than casuals as defined in clause 3, Casual Employment) shall, on completion of six weeks service (such service to include any service prior to 11 April 1990) become eligible for superannuation contributions as set out in subclause (c) of this clause. Provided, however, that such employees be given a death and disability cover in accordance with the fund (at a cost not exceeding \$2.00 per week) to provide cover to such employees during the first six weeks of employment.
- (ii) Casual employees who earn more than \$200.00 per month shall, upon completion of six weeks service, become eligible for superannuation contributions as set out in the said subclause (c). Provided, however, that such employees be given death and disability cover in accordance with the fund (at a cost not exceeding \$2.00 per week) to provide cover to such employees during the first six weeks of employment.

(c) Contributions:

- (i) Subject to subclauses (b), (d) and (f) of this clause, an employer shall contribute to the superannuation fund chosen by the employee a superannuation contribution equivalent to three per cent of such employee's ordinary-time earnings.
- (ii) Provided that such contributions shall be made upon completion of the qualifying period specified in subclause (b) of this clause for eligible employees.
- (iii) Provided further, however, that such eligible employees be given death and disability cover in accordance with the superannuation fund (at a cost not exceeding \$2.00 per week) to provide cover to such employees during the first six weeks' employment.
- (iv) Such contributions required by this subclause will be made to the superannuation fund in the manner and at the times specified by the terms of the fund or in accordance with any agreement between the employer and the Trustees of the fund.

(d) Fund Membership:

- (i) On engagement, and for existing employees, the employer shall make the employee aware of his/her entitlements under this clause and offer the employee the opportunity to become a member of the appropriate fund. An employee shall be required to properly complete the necessary application form(s) to become a member of an appropriate fund. The employee shall be free to determine the fund of the employee's choice as provided by this clause.
- (ii) The employer shall make contributions in accordance with subclause (c) of this clause on behalf of all eligible employees once such employees complete the qualifying period as prescribed in subclause (b) of this clause and complete the necessary application forms.
- (iii) Where an employee is not a member of the fund, but eligible to join the fund, the employer shall remind the employee, in writing, of the employee's entitlements within a period of a further six months from the date of becoming eligible for superannuation.

(e) Exempt Fund Employers:

- (i) Any employer making contributions to an exempt fund defined in paragraph (vi) of subclause (a) of this clause shall notify the Industrial Relations Commission of New South Wales.
- (ii) Leave is reserved to any employer to apply for exemption from this clause on the grounds of the standard of existing superannuation arrangements provided by the employer or the employer's financial capacity to pay.
- (iii) In circumstances where any organisation respondent to this award is concerned about the suitability of any exempt fund as defined in paragraph (vi) of subclause (a) of this clause it may challenge the suitability of that fund before the Industrial Relations Commission of New South Wales within six months from the date of operation or the date of fund selection, whichever is the latest.

(f) Absence from Work: Subject to the Trust Deed of the fund of which the employee is a member, absences from work will be treated in the following manner:

- (i) Paid Leave - Contributions shall continue whilst a member of a fund is absent on paid leave such as annual leave, long service leave, public holidays, jury service, sick leave and bereavement leave.
- (ii) Unpaid Leave - Contributions shall not be required to be made in respect of any absence from work without pay.

- (iii) Work Related Injury and Sickness - In the event of an eligible employee's absence from work due to work related injury or sickness, contributions shall continue for the period of the absence (subject to a maximum of 52 weeks total absence for each injury or sickness), provided that the member of the fund (employee) is receiving payments in accordance with the provisions of an award or an industrial agreement dealing with accident pay.
- (g) Coercion or Intimidation:
 - (i) No employer or employee shall be coerced or intimidated into joining a particular fund by any party of this award.
 - (ii) In the event of a party alleging a breach of this provision the matter may be brought before a member of the Industrial Relations Commission of New South Wales for determination of the fund in dispute.

32. Introduction of Change and Redundancy

- (1) Introduction of Change:
 - (a) Employer's Duty to Notify
 - (i) 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 their union or unions.
 - (ii) "Significant effects" include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that, where the award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.
 - (b) Employer's Duty to Discuss Change
 - (i) The employer shall discuss with the employees affected and their union or unions, inter alia, the introduction of the changes referred to in subclause (1)(a) of this clause, the effects the changes are likely to have on employees, 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 their union or unions in relation to the changes.
 - (ii) 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 the said subclause (1)(a).
 - (iii) For the purpose of such discussion, the employer shall provide in writing to the employees concerned and their union or unions, 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 be inimical to the employer's interests.
- (2) Redundancy:
 - (a) Discussions Before Terminations
 - (i) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of

employment, the employer shall hold discussions with the employees directly affected and with their union or unions.

- (ii) The discussions shall take place as soon as practicable after the employer has made a definite decision which will invoke the provisions of paragraph (i) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations on the employees concerned.
- (iii) For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their union or unions, 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 be inimical to the employer's interests.
- (b) **Transfer to Lower Paid Duties** - Where an employee is transferred to lower paid duties for reasons set out in paragraph (i) of subclause (2)(a) of this subclause, 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 lower ordinary-time rate for the number of weeks of notice still owing.
- (c) **Severance Pay** - In addition to the period of notice prescribed for ordinary termination in subclause (e) of clause 2, Contract of Employment, and subject to further order of the Industrial Relations Commission of New South Wales, an employee whose employment is terminated for reasons set out in paragraph (i) of subclause (2)(a) of this clause shall be entitled to the following amount of severance pay in respect of a continuous period of service:
- (i) 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

- (ii) Where an employee is 45 years of age 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

- (iii) "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, overaward payments, shift penalties and allowances paid in accordance with this award.

Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

- (d) Employee Leaving During Notice - An employee whose employment is terminated for reasons set out in paragraph (i) of subclause (2)(a) of this clause may terminate the employee's employment during the period of notice and, if so, 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) Alternative Employment - An employer, in a particular redundancy case, may make application to the Industrial Relations Commission of New South Wales to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.
- (f) Time Off During Notice Period -
 - (i) During the period of notice of termination given by the employer an employee shall be allowed up to seven hours 36 minutes time off without loss of pay during each week of notice for the purpose of seeking other employment.
 - (ii) If the employee has been allowed paid leave for more than eight 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.

For this purpose, a statutory declaration which states the date, time and location of such interview will be sufficient.

- (g) Notice to Centrelink - Where a decision has been made to terminate employees in the circumstances outlined in paragraph (i) of subclause (2)(a) of this clause, the employer shall notify the 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.
- (h) Superannuation Benefits - Subject to further order of the Commission, where an employee whose employment is terminated receives a benefit from a superannuation scheme, the employee only receive under subclause (2)(c) of this clause, the difference between the severance pay specified in that subclause and the amount of the superannuation benefit the employee receives which is attributable to employer contributions only.

If this superannuation benefit is greater than the amount due under the said subclause (c), then the employee shall receive no payment under that subclause.

- (i) Transmission of Business -
 - (i) Where a business is, before or after the date of this award, transmitted from an employer (in this subclause called the "transmitter") to another employer (in this subclause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee:
 - (1) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and

- (2) the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.
- (ii) In this subclause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession, whether by agreement or by operation of law, and "transmitted" has a corresponding meaning.
- (j) **Employees with Less than One Year's Service** - This clause shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant 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.
- (k) **Employees Exempted** - This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency, misconduct or neglect of duty, or in the case of casual employees, probationary apprentices, apprentices, or employees engaged for a specific period of time or for a specified task or tasks.
- (l) **Employers Exempted** - Subject to an order of the Industrial Relations Commission of New South, in a particular redundancy case, this clause shall not apply:
 - (a) to employers who employ less than 15 employees;
 - (b)
 - (i) to a lease (service station only), franchise or licence or like agreement under which the employer operates which is terminated without notice or with insufficient notice to comply with its provision where proof is provided to the relevant union or unions;
 - (ii) where an incoming employer offers to continue the employment of the employee;
 - (iii) to employers who transfer employees to a related company and ensure continuity of service of the employees so transferred.
- (m) **Incapacity to Pay** - An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

33. Shop Stewards

An employee(s) appointed Union Delegate(s) in the workplace shall, upon notification thereof to the employer, be recognised as the accredited representative of the union to which the employee belongs. The Union Delegate shall be allowed the necessary time during working hours to interview the employer or the employer's representative on matters affecting employees whom the Union Delegate represents.

33A. Deduction of Union Membership Fees

- (i) "Union" means the Shop, Distributive and Allied Employees' Association, New South Wales and/or the Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern New South Wales and/or Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales.
- (ii) 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).
- (iii) 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 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.
- (iv) 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.
- (v) Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- (vi) 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.
- (vii) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- (viii) 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 his or her 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.

Clause 33A Note -

The above variations shall take effect:

- (i) In the case of employers which currently deduct union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first pay period to commence on or after 21 March 2003.
- (ii) In the case of employers who do not fall within subparagraph (i) above, but who currently make deductions, other than union membership fee deductions or mandatory deductions (such as for taxation instalments or superannuation contributions) from employees' pay, or have in place

facilities to make such deductions, from the beginning of the first pay period to commence on or after 21 June 2003.

- (iii) For all other employers, from the beginning of the first pay period to commence on or after 21 September 2003.

34. Notice Board

- (a) An employer shall permit the erection in a prominent position on the premises of a notice board of reasonable dimensions or a number of such notice boards reasonable in the circumstances, upon which an accredited representative of a union bound by this award shall be permitted to post formal union notice signed by the Secretary or organiser of the union concerned or by the representative positing them. Any notice posted on a board not so signed may be removed by an accredited representative of the Union concerned or by the employer.
- (b) An employer shall have a copy of this award, as varied from time to time, available at a place on the employer's premises reasonably accessible to the employees.

35. Right of Entry

See Chapter 5, Part 7 of the *Industrial Relations Act 1996*.

36. Time and Wages Record

See Industrial Relations (General) Regulation 2001, Part 4, Pay Slips and Employers' Records.

37. Parental Leave

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part time in connection with the birth or adoption of a child.

(A) Maternity Leave - Nature of Leave

- (1) Maternity leave is unpaid leave.
- (2) Definitions - For the purposes of this subclause:
- (a) 'Employee' includes full-time, part-time and regular casual employees but does not include other casual or seasonal employees.
- (b) 'Paternity Leave' means leave of the type provided for in subclause (B) whether prescribed in an award or otherwise.
- (c) 'Child' means a child of the employee under the age of one year.
- (d) 'Spouse' includes a de facto or a former spouse.
- (e) 'Continuous service' means service under an unbroken contract of employment and includes:
- (i) any period of leave taken in accordance with this clause,
- (ii) any period of part time employment worked in accordance with this clause, or
- (iii) any period of leave or absence authorised by the employer or by the award.
- (f) 'Regular casual employee' means a casual employee who works for an employer on a regular and systematic basis and who has a reasonable expectation of on-going employment on that basis.

- (g) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on parental leave.

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

- (3) Eligibility for maternity leave - An employee who becomes pregnant, upon production to her employer of the certificate required by paragraph (4) hereof, shall be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

Subject to paragraphs (6) and (9) of this subclause, the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

(3A) Right to request

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

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

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

(iv) Request to return to work part-time

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

- (4) Certification - At the time specified in paragraph (5) the employee must produce to her employer:
- (a) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;
 - (b) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- (5) Notice requirements
- (a) an employee shall, not less than 10 weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in subparagraph 4(a).
 - (b) an employee shall give not less than four weeks notice in writing to her employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken and shall, at the same time, produce to her employer the statutory declaration referred to in subparagraph 4(b).
 - (c) an employer by not less than 14 days notice in writing to the employee may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.
 - (d) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subparagraph (b) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.
- (6) Transfer to a Safe Job - Where, in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
- If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of paragraphs (10), (11), (12) and (13) hereof.
- (7) Variation of Period of Maternity Leave
- (a) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under paragraph (3) hereof:
 - (i) the period of maternity leave may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employer and the employee.
 - (b) The period of maternity leave may, with the consent of the employer, be shortened by the employee given not less than 14 days notice in writing stating the period by which the leave is to be shortened.
- (8) Cancellation of Maternity Leave
- (a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

- (b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.
- (9) Special Maternity Leave and Sick Leave
- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then-
 - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or
 - (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.
 - (b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under paragraph (3) hereof.
 - (c) For the purposes of paragraphs (10), (11), and (12) hereof, maternity leave shall include special maternity leave.
 - (d) An employee returning to work after the completion of a period of leave taken pursuant to this paragraph shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph (6) hereof, to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available, for which the employee is qualified for and is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.
- (10) Maternity Leave and Other Leave Entitlements
- (a) Provided the aggregate of leave including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (3) hereof, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.
 - (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.
- (11) Effect of Maternity Leave on Employment - Subject to this subclause, notwithstanding any award or provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose.
- (12) Termination of Employment
- (a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.

- (b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(13) Return to Work After Maternity Leave

- (a) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (b) An employee, upon returning to work after maternity leave or the expiration of the notice required by subparagraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave, or, in the case of an employee who was transferred to a safe job pursuant to paragraph (6) hereof, to the position which she held immediately before such transfer or in relation to an employee who has worked part time during the pregnancy the position she held immediately before commencing such part time work.

Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(14) Replacement Employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (b) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(15) 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) above.

(B) Paternity Leave - Nature of Leave

- (1) Paternity leave is unpaid leave.
- (2) Definitions - For the purposes of this subclause:
 - (a) 'Employee' includes full-time, part-time and regular casual employees but does not include other casual or seasonal employees.
 - (b) 'Maternity leave' means leave of the type provided for in subclause (a) (and includes special maternity leave) whether prescribed in an award or otherwise.
 - (c) 'Child' means a child of the employee or the employee's spouse under the age of one year.
 - (d) 'Spouse' includes a de facto or a former spouse.
 - (e) 'Primary care-giver' means a person who assumes the principal role of providing care and attention to a child.
 - (f) 'Continuous service' means service under an unbroken contract of employment and includes:
 - (i) any period of leave taken in accordance with this clause,
 - (ii) any period of part time employment worked in accordance with this clause, or
 - (iii) any period of leave or absence authorised by the employer or by the award.
 - (g) 'Regular casual employee' means a casual employee who works for an employer on a regular and systemic basis and who has reasonable expectation of on-going employment on that basis.
 - (h) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on parental leave.

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

- (3) Eligibility for paternity leave - A male employee, upon production to his employer of the certificate required by paragraph (4), shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:
 - (a) an unbroken period of up to one week at the time of confinement of his spouse;
 - (b) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse in relation to the same child and shall not be taken concurrently with that maternity leave.

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he proceeds upon either period of leave.

(3A) Right to request

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

to assist the employee in reconciling work and parental responsibilities.

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

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

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

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

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

- (4) Certification - At the time specified in paragraph (5) the employee must produce to his employer:

- (a) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place;
- (b) in relation to any period to be taken under subparagraph (3)(b) hereof, a statutory declaration stating:
 - (i) he will take that period of paternity leave to become the primary care-giver of a child;
 - (ii) particulars of any period of maternity leave sought or taken by his spouse; and
 - (iii) for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

- (5) Notice Requirements

- (a) The employee shall, not less than ten weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in paragraph (4) hereof.
- (b) The employee shall not be in breach of this paragraph as a consequence of failure to give the notice required in subparagraph (a) hereof if such failure is due to:

- (i) the birth occurring earlier than the expected date; or
 - (ii) the death of the mother or the child; or
 - (iii) other compelling circumstances.
- (c) The employee shall immediately notify his employer of any change in the information provided pursuant to paragraph (4) hereof.
- (6) Variation of period of paternity leave
 - (a) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under paragraph (3) hereof:
 - (i) the period of paternity leave provided by subparagraph (3)(b) may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employer and the employee.
 - (b) The period of paternity leave taken under subparagraph (3)(b) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.
- (7) Cancellation of paternity leave - Paternity leave, applied for under subparagraph (3)(b) hereof but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.
- (8) Paternity leave and other leave entitlements
 - (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (3) hereof, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.
 - (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during his absence on paternity leave.
- (9) Effect of paternity leave on employment - Subject to this subclause, notwithstanding any award or other provision to the contrary absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose.
- (10) Termination of employment
 - (a) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this award.
 - (b) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.
- (11) Return to work after paternity leave
 - (a) An employee shall confirm his intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by subparagraph (3)(b) hereof.

- (b) An employee, upon returning to work after paternity leave or the expiration of the notice required by subparagraph (a) hereof, shall be entitled to the position which he held immediately before proceeding on paternity leave, or in relation to an employee who has worked part time under this clause to the position he held immediately before commencing such part time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, he shall be entitled to a position as nearly comparable in status and pay to that of his former position.

(12) Replacement employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.
- (b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(13) 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) above.

(C) Adoption Leave

- (1) Nature of Leave - Adoption leave is unpaid leave.
- (2) Definitions - For the purposes of this subclause:
 - (a) 'Employee' includes full-time, part-time and regular casual employees but does not include other casual or seasonal employees.
 - (b) 'Child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of

the employee or a child who has previously lived continuously with the employee for a period of six months or more.

- (c) 'Relative adoption' occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).
- (d) 'Primary care-giver' means a person who assumes the principal role of providing care and attention to a child.
- (e) 'Spouse' includes a de facto spouse.
- (f) 'Continuous service' means service under an unbroken contract of employment and includes:
 - (i) any period of leave taken in accordance with this clause,
 - (ii) any period of part time employment worked in accordance with this clause, or
 - (iii) any period of leave or absence authorised by the employer or by the award.
- (g) 'Regular casual employee' means a casual employee who works for an employer on a regular and systematic basis and who has a reasonable expectation of on-going employment on that basis.
- (h) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on parental leave.

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

- (3) Eligibility - An employee, upon production to the employer of the documentation required by paragraph (4) hereof shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:
 - (a) an unbroken period of up to three weeks at the time of the placement of the child;
 - (b) an unbroken period of up to 52 weeks from the time of its placement in order to be the primary care-giver of the child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:
 - (i) any period of leave taken pursuant to subparagraph (a) hereof, and
 - (ii) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse;

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave in either case.

(3A) Right to request

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

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

to assist the employee in reconciling work and parental responsibilities.

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

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

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

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

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

- (4) Certification - Before taking adoption leave the employee must produce to the employer:

- (a)

- (i) A statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
- (ii) A statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.

- (b) In relation to any period to be taken under subparagraph (3)(b) hereof, a statutory declaration stating:

- (i) the employee is seeking adoption leave to become the primary care-giver of the child;
- (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
- (iii) for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

- (5) Notice requirements

- (a) Upon receiving notice of approval for adoption purposes, an employee will notify the employer of such approval and within 2 months of such approval shall further notify the employer of the period of adoption leave which the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.

- (b) An employee who commences employment with an employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment

and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave.

- (c) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but not later than 14 days before such placement give notice in writing to the employer of such date and of the date of the commencement of any period of leave to be taken under subparagraph (3)(a) hereof.
 - (d) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under subparagraph (3)(b) hereof give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.
 - (e) An employee shall not be in breach of this subclause, as a consequence of failure to give the stipulated period of notice in accordance with subparagraphs (c) and (d) hereof if such failure is occasioned by the requirement of an adoption agency to accept earlier placement of a child, the death of the spouse or other compelling circumstances.
- (6) Variation of Period of Adoption Leave
- (a) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under paragraph (3) hereof:
 - (i) the period of leave taken under subparagraph (3)(b) hereof may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employer and employee.
 - (b) The period of adoption leave taken under subparagraph (3)(b) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.
- (7) Cancellation of Adoption Leave
- (a) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed;
 - (b) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding 4 weeks from receipt of notification for the employee's resumption of work.
- (8) Special Leave - The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding 2 days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.
- (9) Adoption Leave and Other Entitlements
- (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph (3) hereof, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.

- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.
- (10) Effect of Adoption Leave on Employment - Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose.
- (11) Termination of Employment
- (a) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this Award.
 - (b) An employer shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.
- (12) Return to Work After Adoption Leave
- (a) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than 4 weeks prior to the expiration of the period of adoption leave provided by subparagraph (3)(b) hereof.
 - (b) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave or in relation to an employee who has worked part time under this clause the position held immediately before commencing such part time work.
- Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of the employee's former position.
- (13) Replacement Employees
- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.
 - (b) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
 - (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
 - (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.
- (14) 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) above.

(D) Part-time Work

(1) Definitions - For the purposes of this subclause:

- (a) 'Male employee' means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.
- (b) 'Female employee' means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
- (c) 'Spouse' includes a de facto or former spouse.
- (d) 'Former position' means the position held by a female or male employee immediately before proceeding on leave or part time employment under this subclause whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.
- (e) 'Continuous service' means service under an unbroken contract of employment and includes:
 - (i) any period of leave taken in accordance with this clause;
 - (ii) any period of part time employment worked in accordance with this clause; or
 - (iii) any period of leave or absence authorised by the employer or by the award.

(2) Entitlement - With the agreement of the employer:

- (a) Subject to a request made by the employee in accordance with subclauses 37(A)(3A), 37(B)(3A) and/or 37(C)(3A) of this Award:
 - (i) A male employee may work part time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
 - (ii) A female employee may work part time in one or more periods while she is pregnant where part time employment is, because of the pregnancy, necessary or desirable.
 - (iii) A female employee may work part time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
 - (iv) In relation to adoption a female employee may work part time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

- (3) Return to former position -
- (a) An employee who has had at least 12 months continuous service with an employer immediately before commencing part time employment after the birth or placement of a child has, at the expiration of the period of such part time employment or the first period, if there is more than one the right to return to his or her former position.
 - (b) Nothing in subparagraph (a) hereof shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part time employment.
- (4) Effect of part time employment on continuous service - Commencement on part time work under this clause, and return from part time work to full time work under this clause, shall not break the continuity of service or employment.
- (5) Pro rata entitlements - Subject to the provisions of this subclause and the matters agreed to in accordance with paragraph (8) hereof, part time employment shall be in accordance with the provisions of this award which shall apply pro rata.
- (6) Transitional arrangements - Annual Leave
- (a) An employee working part time under this subclause shall be paid for and take any leave accrued in respect of a period of full time employment, in such periods and manner as specified in the annual leave provisions of this award, as if the employee were working full time in the class of work the employee was performing as a full time employee immediately before commencing part time work under this subclause.
 - (b)
 - (i) a full-time employee shall be paid for and take any annual leave accrued in respect of a period of part time employment under this subclause, in such periods and manner as specified in this award, as if the employee were working part time in the class of work the employee was performing as a part time employee immediately before resuming full time work.
 - (ii) provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full time rate.
- (7) Transitional arrangements - Sick Leave - An employee working part time under this subclause shall have sick leave entitlements which have accrued under this award (including any entitlement accrued in respect of previous full time employment) converted into hours. When this entitlement is used, whether as a part time employee or as a full time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.
- (8) Part time work agreement
- (a) Before commencing a period of part time employment under this subclause the employee and the employer shall agree:
 - (i) that the employee may work part time;
 - (ii) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - (iii) upon the classification applying to the work to be performed; and
 - (iv) upon the period of part time employment.

- (b) The terms of this agreement may be varied by consent.
 - (c) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
 - (d) The terms of this agreement shall apply to the part time employment.
- (9) Termination of employment
- (a) The employment of a part time employee under this clause, may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
 - (b) Any termination entitlements payable to an employee whose employment is terminated while working part time under this clause, or while working full time after transferring from part time work under this clause, shall be calculated by reference to the full time rate of pay at the time of termination and by regarding all service as a full time employee as qualifying for a termination entitlement based on the period of full time employment and all service as a part time employee on a pro rata basis.
- (10) Extension of hours of work - An employer may request, but not require, an employee working part time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with paragraph (8).
- (11) Nature of part-time work - The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this Award.
- (12) Inconsistent award provisions - An employee may work part time under this clause notwithstanding any other provision of this award which limits or restricts the circumstances in which part time employment may be worked or the terms upon which it may be worked including provisions:
- (a) limiting the number of employees who may work part time;
 - (b) establishing quotas as to the ratio of part time to full time employees;
 - (c) prescribing a minimum or maximum number of hours a part time employee may work; or
 - (d) requiring consultation with, consent of or monitoring by a union; and such provisions do not apply to part time work under this clause.
- (13) Replacement employees
- (a) A replacement employee is an employee specifically engaged as a result of an employee working part time under this subclause.
 - (b) A replacement employee may be employed part time. Subject to this paragraph, paragraphs (5), (6), (7), (8), (9) and (12) of this subclause apply to the part time employment of replacement employee.

38. Basis of Award and Leave Reserved to Apply

- (a) In order to maintain uniformity in the industry, this award is based on the current Vehicle Industry, Repair Services and Retail Award, 1983 of the Australian Industrial Relations Commission made for the classes of labour provided for herein.

- (b) Leave is reserved to the parties to apply at any time for a variation of this award in order to make the rates and conditions of work uniform with the said award of the Australian Industrial Relations Commission or any award varying or replacing such award, so that uniformity in the industry dealt with by this award may be maintained.

39. Savings and Exemptions

- (a) Notwithstanding anything contained in this award, the wages existing for employees at the date of operation of this award shall not be reduced merely as a consequence of the coming into operation of this award.
- (b) Members of the Retail Traders' Association of N.S.W. are exempt from the provisions of this award, upon the conditions that they observe in respect of their employees the whole of the provisions of the Shop Employees (State) Award.

40. Traineeships

- (1) Objectives: The objective of this clause is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees, particularly young people, and the long term unemployed. The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees shall be displaced from employment by trainees. Nothing in this award shall be taken to replace the prescription of training requirements in this Award.
- (2) Definitions:
- (a) Structured Training means that training which is specified in the Training Plan which is part of the Training Agreement registered with the relevant NSW Training Authority. It includes training undertaken both on and off-the-job in a traineeship scheme and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a Traineeship approved by the relevant NSW Training Authority and leads to a qualification set out in paragraph (f) of subclause (3), Training Conditions, of this clause.
- (b) Relevant Union means the Shop, Distributive and Allied Employees Association, New South Wales, the Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales, and the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, New South Wales Branch.
- (c) Trainee is an individual who is a signatory to a training agreement registered with the relevant NSW Training Authority and is involved in paid work and structured training which may be on or off the job. A trainee can be full-time, part-time or school-based.
- (d) Traineeship means a system of training which has been approved by the relevant NSW Training Authority, and includes full time traineeships and part time traineeships.
- (e) Training Agreement means an instrument which establishes a Traineeship under the *Apprentice and Traineeship Act 2001*.
- (f) Training Plan means a programme of training which forms part of a Training Agreement registered with the Relevant NSW Training Authority.
- (g) Relevant NSW Training Authority means the Department of Education and Training, or successor organisation.
- (h) Year 10 for the purposes of this award any person leaving school before completing Year 10 shall be deemed to have completed Year 10.

(3) Traineeship Conditions:

- (a) The Trainee shall attend an approved training course or training program prescribed in the Training Agreement or as notified to the trainee by the Relevant NSW Training Authority in an accredited and relevant traineeship.
- (b) A Traineeship shall not commence until the relevant Training Agreement, has been signed by the employer and the trainee and lodged for registration with the Relevant NSW Training Authority.
- (c) The employer shall ensure that the Trainee is permitted to attend the training course or program provided for in the Training Agreement and shall ensure that the Trainee receives the appropriate on-the-job training.
- (d) The employer shall provide a level of supervision in accordance with the Training Agreement during the traineeship period.
- (e) The employer agrees that the overall training program will be monitored by officers of the Relevant NSW Training Authority and that training records or work books may be utilised as part of this monitoring process.
- (f) Training shall be directed at:
 - (i) the achievement of key competencies required for successful participation in the workplace (eg. literacy, numeracy, problem solving, team work, using technology) and an Australian Qualification Framework Certificate Level I.

This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise; and/or
 - (ii) the achievement of key competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies) as are proposed to be included in an Australian Qualification Framework Certificate Level II or above.

(4) Employment Conditions:

- (a) A Trainee shall be engaged as a full-time employee for a maximum of one year's duration or a part-time trainee for a period no greater than the equivalent of one year full-time employment.

For example, a part-time trainee working 2½ days per week (including the time spent in approved training) works (and trains) half the hours of a full-time trainee and therefore their traineeship could extend for a maximum of two years.

In any event, unless the Relevant NSW Training Authority directs, the maximum duration for a traineeship shall be thirty six months.

By agreement in writing, and with the consent of the relevant NSW Training Authority, the relevant employer and the Trainee may vary the duration of the Traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant Traineeship.

- (b) A trainee shall be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer.
- (c) Where the trainee completes the qualification in the Training Agreement, earlier than the time specified in the Training Agreement then the traineeship may be concluded by mutual agreement.
- (d) A traineeship shall not be terminated before its conclusion, except in accordance with the *Apprentice and Traineeship Act 2001*.

An employer who chooses not to continue the employment of a trainee upon the completion of the traineeship shall notify, in writing, the Relevant NSW Training Authority of their decision.

- (e) The Trainee shall be permitted to be absent from work without loss of continuity of employment and/or wages to attend the approved training in accordance with the Training Agreement.
- (f) Where the employment of a Trainee by an employer is continued after the completion of the traineeship period, such traineeship period shall be counted as service for the purposes of any Parent Award or any other legislative entitlements.
- (g)
 - (i) The Training Agreement may restrict the circumstances under which the Trainee may work overtime and shiftwork in order to ensure the training program is successfully completed.
 - (ii) No Trainee shall work overtime or shiftwork on their own unless consistent with the provisions of the Parent Award.
 - (iii) No Trainee shall work shiftwork unless the relevant parties to this Award agree that such shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork Trainees.
 - (iv) The Trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by this Award.
- (h) All other terms and conditions of this Award that are applicable to the Trainee or would be applicable to the Trainee but for this clause shall apply unless specifically varied by this clause.
- (i) A Trainee who fails to either complete the Traineeship or who cannot for any reason be placed in full time employment with the employer on successful completion of the Traineeship shall not be entitled to any severance payment.

The following employment conditions apply specifically to part-time trainees:

- (j) A part time trainee shall receive, on a pro rata basis, all employment conditions applicable to a full time trainee. All the provisions of this award shall apply to part time trainees except as specified in this clause.
- (k) A part time trainee may, by agreement, transfer from a part time to a full time traineeship position should one become available.
- (l) The minimum daily engagement periods applying to part-time employees specified in this Award shall also be applicable to part time trainees.

Where there is no provision for a minimum daily engagement period in this Award or other industrial instrument(s), applying to part-time employees, then the minimum start per occasion shall be 3 continuous hours, except in cases where it is agreed that there shall be a start of 2 continuous hours, on 2 or more days per week, provided that:

- (i) a 2 hour start is sought by the employee to accommodate the employee's personal circumstances, or
- (ii) the place of work is within a distance of 5km from the employee's place of residence.

(5) Wages - Full-Time Trainees:

- (a) The weekly wages payable to full-time trainees shall be as follows:

Industry/Skill Level A	Table 5
Industry/Skill Level B	Table 6

- (b) These wage rates will only apply to Trainees while they are undertaking an approved Traineeship which includes approved training as defined in this Award.
- (c) The wage rates prescribed by this clause do not apply to complete trade level training which is covered by the Apprenticeship system.
- (d) For the purposes of this provision, "out of school" shall refer only to periods out of school beyond Year 10, and shall be deemed to
 - (i) include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;
 - (ii) include any period during which a Trainee repeats in whole or part a year of schooling beyond Year 10;
 - (iii) not include any period during a calendar year in which a year of schooling is completed; and
 - (iv) have effect on an anniversary date being January 1 in each year.

Wages for Part-Time Trainees:

- (e) This sub clause shall apply to trainees who undertake a traineeship on a part time basis by working less than full time ordinary hours and by undertaking the approved training at the same or lesser training time than a full-time trainee.
- (f) Table 8 - Hourly Rates for Trainees Who Have Left School of Part B, Monetary Rates are the hourly rates of pay where the training is either fully off-the-job or where 20% of time is spent in approved training. These rates are derived from a 38 hour week.
- (g) The hours for which payment shall be made are determined as follows:
 - (i) Where the approved training for a traineeship is provided off-the-job by a registered training organisation, for example at school or at TAFE, these rates shall apply only to the total hours worked by the part time trainee on-the-job.
 - (ii) Where the approved training is undertaken on-the-job or in a combination of on-the-job and off-the-job, and the average proportion of time to be spent in approved training is 20% (ie. the same as for the equivalent full time traineeship):
 - (1) If the training is solely on-the-job, then the total hours on-the-job shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.
 - (2) If the training is partly on-the-job and partly off-the-job, then the total of all hours spent in work and training shall be multiplied by the applicable hourly rate, and then 20 per cent shall be deducted.

Note: 20 per cent is the average proportion of time spent in approved training which has been taken into account in setting the wage rates for most full time traineeships.
 - (iii) Where the normal full time weekly hours are not 38 the appropriate hourly rate may be obtained by multiplying the rate in the table by 38 and then dividing by the normal full time hours.

- (h) For traineeships not covered by paragraph (f) above, the following formula for the calculation of wage rates shall apply:

The wage rate shall be pro-rata the full time rates based on variation in the amount of training and/or the amount of work over the period of the traineeship which may also be varied on the basis of the following formula:

$$\text{Wage} = \text{Full time wage rate} \times \frac{\text{Trainee hours} - \text{average weekly training time}}{30.4^*}$$

* Note: 30.4 in the above formula represents 38 ordinary full time hours less the average training time for full time trainees (ie. 20%) a pro rata adjustment will need to be made in the case where the Parent Award specifies different ordinary full time hours: for example where the ordinary weekly hours are 40, 30.4 will be replaced by 32.

- (i) "Full time wage rate" means the appropriate rate as set out in Table 5 - Wages - Training - Skill Level 5 and Table 6 - Wages - Training - Skill Level B.
- (ii) "Trainee hours" shall be the hours worked per week including the time spent in approved training. For the purposes of this definition, the time spent in approved vocational training may taken as an average for that particular year of the traineeship.
- (iii) "Average weekly training time" is based upon the length of the traineeship specified in the traineeship agreement or training agreement as follows:

$$\text{Average Weekly Training Time} = \frac{7.6 \times 12}{\text{length of the traineeship in months}}$$

Note 1: 7.6 in the above formula represents the average weekly training time for a full time trainee whose ordinary hours are 38 per week a pro rata adjustment will need to be made in the case where the Parent Award specifies different ordinary time hours for example, where the ordinary weekly hours are 40, 7.6 will be replaced by 8.

Note 2: The parties note that the traineeship agreement will require a trainee to be employed for sufficient hours to complete all requirements of the traineeship, including the on the job work experience and demonstration of competencies the parties also note that this would result in the equivalent of a full day's on the job work per week.

Example of the Calculation for the Wage Rate For a Part-time Traineeship

A school student commences a traineeship in year 11 the ordinary hours of work in the Parent Award are 38. The training agreement 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 two 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:

$$\$271 \times \frac{15 - 3.8}{30.4} = \$99.84 \text{ plus any applicable penalty rates under the Parent Award.}$$

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

41. Disputes and Industrial Grievance Procedure

Subject to the provisions of the *Industrial Relations Act* 1996, grievances or disputes shall be dealt with in the following manner:

- (a) Procedures relating to grievances of individual employees -
 - (i) The employee is required to notify the employer (in writing or otherwise) as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
 - (ii) A grievance must be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (iii) Reasonable time limits must be allowed for discussion at each level of authority.
 - (iv) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
 - (v) While a procedure is being followed, normal work must continue.
 - (vi) The employee may be represented by an industrial organisation of employees.
- (b) Procedures relating to disputes, etc., between employers and their employees:
 - (i) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
 - (ii) Reasonable time limits must be allowed for discussion at each level of authority.
 - (iii) While a procedure is being followed, normal work must continue.
 - (iv) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.

42. Anti-Discrimination

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

- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*.
 - (d) a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

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

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

43. Supported Wage

- (a) Definition - This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award. In the context of this clause, the following definitions will apply:
 - (i) 'Supported Wage System' means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process".
 - (ii) 'Accredited Assessor' means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
 - (iii) 'Disability Support Pension' means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme.
 - (iv) 'Assessment Document' means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.
- (b) Eligibility Criteria - Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their current employment.

The award does not apply to employers in respect of their facility, program, undertaking, service or the like which receives funding under the *Disability Services Act 1986* and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under section 10 or section 12A of the said Act, or if a part only has received recognition, that part.

- (c) Supported Wage Rates - Employees to whom this clause applies shall be paid the appropriate percentage of the minimum rate of pay prescribed by this award for the class of work which the person is performing according to the following schedule:

Assessed Capacity (subclause (d))	% Of Prescribed Award Rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable shall not be less than \$66.00 per week.)

* Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

- (d) **Assessment of Capacity** - For the purpose of establishing the percentage of the award rate to be paid to an employee under this Award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:
- (i) the employer and a union party to the Award, in consultation with the employee or, if desired by any of these;
 - (ii) the employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.
- (e) **Lodgement of Assessment Document** -
- (i) All assessment documents under the conditions of this clause, including the appropriate percentage of the award wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Industrial Relations Commission of New South Wales.
 - (ii) All assessment documents shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the Award, is not a party to the assessment, it shall be referred by the Registrar to the union by certified mail and will take effect unless an objection is notified to the Registrar within ten working days.
- (f) **Review of Assessment** - The assessment of the appropriate percentage should be subject to annual review or earlier on the basis of a reasonable request for a review. The process of review must be in accordance with the procedures for assessing capacity under the Supported Wage System.
- (g) **Other Terms and Conditions of Employment** - Where an assessment has been made, the appropriate percentage will apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this Award paid on a pro-rata basis.
- (h) **Workplace Adjustment** - An employer wishing to employ a person under the provisions of this clause must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve redesign of job duties, working time arrangements and work organisation in consultation with other workers in the area.
- (i) **Trial Period**
- (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

- (ii) During the trial period the assessment of capacity must be undertaken and the proposed wage rate for a continuing employment relationship must be determined.
- (iii) The minimum amount payable to the employee during the trial period shall be no less than \$66.00 per week.
- (iv) Work trials should include induction or training as appropriate to the job being trialled.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under subclause (d) of this clause.

44. Area, Incidence and Duration

- (a) This Award shall apply to the classes of employees referred to in clause 6, Wage Rates, and Clause 9, Junior Employees, of this award, employed in vehicle service shops (shops for the sale of motor spirit, motor oil or vehicle accessories), motor garages and/or service stations and/or petrol service stations within the jurisdiction of the Vehicle Industry (State) Industrial Committee.
- (b) This Award rescinds and replaces the Vehicle Industry - Repair Services and Retail (State) Award published 22 November 2002 (337 I.G. 65) and all variations thereof.
- (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 NSW on 28 April 1999 (310 I.G. 359) and take effect on 6 April 2009.
- (d) This award remains in force until varied or rescinded, the period for which it was made already having expired.

PART B

MONETARY RATES

Table 1 - Wages - Adult Weekly Employees

Wage Group Level	Total Rate per week \$
1	552.70
2	562.70
3	607.90
4	624.30

Table 2 - Wages - Junior Weekly Employees

Classification	Percentage	Rate per Week \$
GROUP B (Percentage of Level 1)		
Under 17 years	47.5	262.55
At 17 years	50	276.35
At 18 years	62.5	345.45
At 19 years	75	414.55
At 20 years and over	87.5	483.60
GROUP A (Percentage of Level 3)		
Under 17 years	47.5	288.75
At 17 years	50	303.95
At 18 years	62.5	379.95

At 19 years	75	455.95
At 20 years and over	87.5	531.90

Table 3 - Wages - Casual Driveway Attendants

Classification	Percentage	Rate per hour \$
RATE 1 - Monday to Friday -		
Under 18 years	50	9.58
At 18 years	62.5	11.98
At 19 years	75	14.38
At 20 years and over	100	19.17
RATE 2 - Saturday, Sunday and Public Holiday -		
Under 18 years	50	12.50
At 18 years	62.5	15.62
At 19 years	75	18.74
At 20 years and over	100	24.99
RATE 3 - Overtime -		
Under 18 years	50	5.34
At 18 years	62.5	6.68
At 19 years	75	8.01
At 20 years and over	100	10.68
RATE 4 - Console Allowance		
Under 18 years	50	0.33
At 18 years	62.5	0.33
At 19 years	75	0.32
At 20 years and over	100	0.32

Table 4 - Wages - Casual Console Operators

Classification	Percentage	Rate per hour \$
RATE 1 - Monday to Friday -		
Under 18 years	50	10.49
At 18 years	62.5	13.11
At 19 years	75	15.73
At 20 years and over	100	20.98
RATE 2 - Saturday, Sunday and Public Holiday -		
Under 18 years	50	13.64
At 18 years	62.5	17.05
At 19 years	75	20.46
At 20 years and over	100	27.28
RATE 3 - Overtime -		
Under 18 years	50	5.95
At 18 years	62.5	7.44
At 19 years	75	8.92
At 20 years and over	100	11.90

Table 5 - Wages - Training - Skill Level A

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

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	246.00	271.00	326.00
Plus 1 year out of school	271.00	326.00	379.00
Plus 2 years	326.00	379.00	441.00
Plus 3 years	379.00	441.00	504.00
Plus 4 years	441.00	504.00	
Plus 5 years or more	504.00		

* Figures in brackets indicate proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rates is 20%.

Table 6 - Wages - Training - Skill Level B

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

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	246.00	271.00	315.00
Plus 1 year out of school	271.00	315.00	363.00
Plus 2 years	315.00	363.00	426.00
Plus 3 years	363.00	426.00	486.00
Plus 4 years	426.00	486.00	
Plus 5 years or more	486.00		

* Figures in brackets indicate proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rates is 20%.

Table 7 - Allowances

Item No.	Clause No	Brief Description	Amount \$
1	6(1)(c)	Console Allowance	10.00 per week
2	6(1)(d)	Leading Hand Allowance - In charge of - 3 to 10 employees 11 to 20 employees 21 or more employees	28.25 per week 42.50 per week 54.10 per week
3	10(a)	Confined spaces	0.62 per hour
4	10(b)(i)	Dirty work	0.49 per hour
5	10(b)(ii)	Dirty work - minimum payment any day/shift	1.92 day/shift
6	10(c)(i)(1)	Hot places - 46 - 54 degrees Celsius	0.49 per hour
7	10(c)(i)(2)	Hot places - in excess of 54 degrees Celsius	0.62 per hour
8	10(d)	Livestock transports - working on stock compartments	0.49 per hour
9	10(e)	First Aid Qualifications	13.00 per week
10	10(g)	Handling glass or slagwool	0.62 per hour

11	18(j)(i)	Meal Allowance - first and each subsequent meal	11.60 per meal
12	27(a)(iv)	Travelling time - vehicle allowance	0.62 per km
13	27(d)(i)	Travelling expenses - meal allowance	11.60 per meal

Table 8 - Hourly Rates for Trainees Who Have Left School

SKILL LEVEL A	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	8.11	8.93	10.71
Plus 1 year after leaving school	8.93	10.71	12.45
Plus 2 years	10.71	12.45	14.51
Plus 3 years	12.45	14.51	16.59
Plus 4 years	14.51	16.59	
Plus 5 years or more	16.59		
SKILL LEVEL B	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	8.11	8.93	10.37
Plus 1 year after leaving school	8.93	10.37	11.94
Plus 2 years	10.37	11.94	14.03
Plus 3 years	11.94	14.03	15.97
Plus 4 years	14.03	15.97	
Plus 5 years or more	15.97		

VEHICLE INDUSTRY (STATE) INDUSTRIAL COMMITTEE**Industries and Callings**

Employees engaged in washing, cleaning and/or detailing and/or greasing internal combustion propelled vehicles such as buses, cars, lorries and vans in motor garages, motor vehicle dealers, petrol service stations, and persons employed in selling motor oils and accessories and petrol at or in motor garages, and/or service stations, or petrol from petrol pumps, within the State, excluding the County of Yancowinna;

excepting motor mechanics and other craft workers and their assistants who perform any of such duties incidentally to their general duties, and shop assistants;

and excepting also employees of -

State Rail Authority of New South Wales;

State Transit Authority of New South Wales;

The Commissioner of Motor Transport;

The Water Board;

The Hunter District Water Board;

South Maitland Railways Pty Limited;

The Electrolytic Refining and Smelting Company of Australia Proprietary Limited, Metal Manufactures Limited, Australian Fertilisers Limited, and Austral Standard Cables proprietary Limited at Port Kembla;

Blue Circle Southern Cement Limited;

The Kandos Cement Company Limited;

The Council of the City of Sydney and of shire and municipal councils;

The Council of the City of Newcastle;

The Northern Rivers County Council;

Sydney Electricity;

The Electricity Commission of New South Wales trading as Pacific Power;

The Broken Hill Proprietary Company Limited at Newcastle;

Australian Wire Industries Pty Limited at its Sydney Wiremill;

Australian Iron and Steel Proprietary Limited, within the jurisdiction of the Iron and Steel Works Employees (Australian Iron and Steel Proprietary Limited) Conciliation Committee and the Quarries (Australian Iron and Steel Pty Limited) Conciliation Committee;

Australian Wire Industries Pty Limited at its Newcastle Wiremill;

The Australian Gas Light Company;

and excepting also employees within the jurisdiction of the following Conciliation Committee-

County Councils (Electricity Undertakings) Employees;
Shortland County Council;

John Lysaght (Australia) Limited Newcastle;

John Lysaght (Australia) Limited Port Kembla;

Smelting and Fertiliser Manufacturing (Sulphide Corporation Pty Limited and Greenleaf Fertilisers Limited);

Cement Workers, &c. (State);

Breweries, &c. (State);

and excepting also -

Employees in or about metalliferous and limestone mines, in or in connection with mining for minerals other than coal or shale, in or about diamond and gem-bearing mines, mining dredges, ore sluicing processes, ore smelting, refining, treatment and reduction works;

All persons employed in or in connection with hospitals, mental hospitals, public charitable institutions or ambulance work.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

SERIAL C7061

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA09/14 - Country Energy Personal and Executive Assistants Enterprise Agreement 2009**

Made Between: Country Energy -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: Replaces EA06/254.

Approval and Commencement Date: Approved 29 April 2009 and commenced 2 March 2009.

Description of Employees: The agreement applies to all employees employed by Country Energy located at 30 Morisset Street, Queanbeyan NSW 2620, who are engaged as Personal Assistants to Country Energy's Executive Group consisting of Group General Managers, Regional General Manager and General Managers, who fall within the coverage of the Country Energy Enterprise Award 2007.

Nominal Term: 27 Months.

EA09/15 - Country Energy Human Resources Adviser Enterprise Agreement 2008

Made Between: Country Energy -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: Replaces EA06/175.

Approval and Commencement Date: Approved and commenced 8 May 2009.

Description of Employees: The agreement applies to all employees employed by Country Energy located at Queanbeyan NSW 2620, who are engaged in middle management and specialists roles, who fall within the coverage of the Country Energy Enterprise Award 2007.

Nominal Term: 24 Months.

EA09/16 - TAFE NSW Riverina Institute National Aerospace Training Centre of Excellence (NATCOE) Enterprise Agreement 2009

Made Between: Crown in the Right of the State of New South Wales (Department of Education and Training) -&- the New South Wales Teachers Federation.

New/Variation: Replaces EA06/300.

Approval and Commencement Date: Approved 27 March 2009 and commenced 1 January 2009.

Description of Employees: The agreement applies to educational staff employed by the National Aerospace Training Centre of Excellence (NATCOE) who fall within the coverage of the Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award 2009.

Nominal Term: 24 Months.

EA09/17 - Maritime Authority of New South Wales (trading as NSW Maritime) Enterprise Agreement 2007-2010

Made Between: New South Wales Maritime -&- the AWU, Australian Maritime Officers' Union of New South Wales, The Seamens' Union of Australia, New South Wales Branch.

New/Variation: Replaces EA06/214.

Approval and Commencement Date: Approved and commenced 3 July 2008.

Description of Employees: The agreement applies to employees of Waterways Authority of NSW (trading as NSW Maritime) who are engaged under the Ports Corporatisation and Waterways Management Act, 1995, with the exception of the Chief Executive Officer and the members of the Senior Executive Service.

Nominal Term: 24 Months.

SERIAL C7060

**CONTRACT AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)

CA09/4 - Asphalt Cartage Contract Agreement

Made Between: Pioneer Road Services Pty Ltd -&- the Transport Workers' Union of New South Wales.

New/Variation: New.

Approval and Commencement Date: Approved 8 May 2009 and commenced 9 April 2009.

Description of Employees: The agreement applies to all Regular Contract Carriers (as defined) engaged by PRS for the purpose of carrying asphalt and other PRS related products in the Greater Sydney Metropolitan area (which for the purpose of this agreement shall mean products sourced from either Eastern Creek or Alexandria or other operational asphalt facility in the Greater Sydney Metropolitan area) or any regional areas in NSW as agreed with PRS and the Regular Contract Carriers concerned during the term of this agreement.

Nominal Term: 36 Months.

Printed by the authority of the Industrial Registrar.