

Vol. 369, Part 6

26 February 2010

Pages 1159 – 1733



NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

Printed by the authority of the  
**Industrial Registrar**  
47 Bridge Street, Sydney, N.S.W.

ISSN 0028-677X

## CONTENTS

Vol. 369, Part 6

26 February 2010

Pages 1159 - 1733

		Page
Awards and Determinations		
Agricultural, Pastoral or Horticultural Society's Show (State) Award	VSW	1200
AWU Training Wage (State) Award 2002	VSW	1202
Brick and Paver Industry (State) Award	VSW	1205
Broken Hill Commerce and Industry Consent Award 2008	CORR	1207
Building Industry - Contract Floor Layer Minimum Rate Order Award	VSW	1208
Building Industry - Contract Floor Layer Minimum Rate Order Award	VSW	1211
Cemetery and Crematoria Employees (State) Reviewed Award 2008	VSW	1214
Chemical Workers (State) Award	VSW	1216
Coachmakers, &c., Rail (State) Award	VSW	1218
Coachmakers, &c., Road and Perambulator Manufacturers (State) Award	VSW	1220
Confectioners (State) Award	VSW	1223
Confectioners (State) Training Wage Award	VSW	1225
Crown Employees (Corrective Services NSW - Safe Staffing Levels) Award	AIRC	1228
Crown Employees (Court Officers Attorney General's Department) Award	ROIRC	1230
Crown Employees (NSW Fire Brigades Permanent Firefighting Staff) Award 2008	VIRC	1231
Crown Employees (Police Officers - 2009) Award	AIRC	1233
Crown Employees (Rural Fire Service 2009) Award	RIRC	1317
Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award 2009	VIRC	1336
Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award 2009	AIRC	1342
Dairying Industry Employees (State) Award	VSW	1396
Dental Assistants and Secretaries (State) Award	VSW	1398
Draughting Employees, Planners, Technical Employees, &c. (State) Award	VSW	1400
Farriers (State) Award	VSW	1403
Food Preservers (State) Award	VSW	1405
Footwear Manufacturing Industry (State) Award	CORR	1407
Funeral Industries (State) Reviewed Award 2008	VSW	1408
Health, Fitness and Indoor Sports Centres (State) Award	VSW	1411
Ice Cream Carters and Van Salespersons (State) Award	VSW	1414
Ice Cream Cold Storage (State) Award	VSW	1416
Jewellers and Watchmakers, &c. (State) Award	VSW	1418
Landcom Award 2008	AIRC	1421
Mechanical Opticians (State) Award	VSW	1473
Metal Trades (Training Wage) (State) Award	VSW	1475
Milk Treatment, &c., and Distribution (State) Award	VSW	1479
Miscellaneous Workers' Kindergarten and Child Care Centres (State) Training Wage Award	VSW	1482
Nurses' (Private Sector) Training Wage (State) Award	VSW	1484
Photographic Industry (State) Award	VSW	1486
Plant, &c., Operators on Construction (State) Award	CORR	1489
Plumbers and Gasfitters (State) Award	VSW	1490
Plumbers and Gasfitters (State) Award	VSW	1495
Pottery Industry (State) Award	VSW	1500
Printing Industries (State) Award	VSW	1502

Public Health Service Employees Skilled Trades (State) Award (Incorporating the Ambulance Service of NSW Skilled Trades)	VIRC	1504
Public Health Service Employees Skilled Trades (State) Award (Incorporating the Ambulance Service of NSW Skilled Trades)	VIRC	1510
Real Estate Industry (State) Award 2003, The	VSW	1512
Refractory Industry (State) Award	VSW	1513
Roofing Tile Makers (State) Award	VSW	1515
Rural Traineeships (State) Award	VSW	1517
Soap and Candle Makers (State) Consolidated Award	VSW	1520
Soap and Candle Makers (State) Consolidated Award	VSW	1523
Staff Specialists (State) Award	AIRC	1526
State Transit Authority Division of the New South Wales Government Service Bus Engineering and Maintenance Enterprise (State) Award 2009	AIRC	1564
Strappers and Stable Hands (State) Award	VSW	1613
Teachers (Non-Government Early Childhood Service Centres Other Than Pre-Schools) (State) Award 2009	AIRC	1615
Teachers (Non-Government Pre-Schools) (State) Award 2009	AIRC	1651
Theatrical Employees (Training Wage) (State) Award	VSW	1682
Transport Industry - Car Carriers (NSW) Contract Determination	VCD	1685
Transport Industry - Cash-in-Transit (State) Award	VSW	1694
Transport Industry - Mixed Enterprises (State) Award	VSW	1696
Transport Industry - Petroleum, &c., Distribution (State) Award	VSW	1699
Transport Industry - Quarried Materials (State) Award	VSW	1703
Transport Industry - Retail (State) Award 1999	VSW	1705
Transport Industry - Waste Collection and Recycling (State) Award	VSW	1708
Transport Industry - Wholesale Butchers (State) Award	VSW	1710
Transport Industry (State) Award	VSW	1712
Wholesale Fruit and Vegetable Market Employees (Newcastle, &c.) Award	VSW	1716
Wholesale Fruit and Vegetable Market Employees (Newcastle, &c.) Award	VSW	1718

## PRACTICE NOTES

1	1159
2	1162
3	1164
4	1166
6	1168
8A	1169
10	1171
13	1172
14	1173
15	1176
16	1178
17	1181
19	1185
20	1187
21	1198
Enterprise Agreements Approved by the Industrial Relations Commission	1720
INDEX FOR VOLUME 369	1726

END OF VOLUME 369 OF THE N.S.W. INDUSTRIAL GAZETTE

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

**PRACTICE NOTE NO. 1**

First Issue Date:

14 July 2000

Re-Issue Date:

1 February 2010

Re-issued pursuant to Section 185A of the *Industrial Relations Act* 1996 and Section 15 of the *Civil Procedure Act* 2005.

**USUAL APPEAL DIRECTIONS**

1. The purposes of this Practice Note are:
  - (a) to advise the requirements of the Commission in relation to appropriate procedures for appeals; and
  - (b) to facilitate the making of directions as to appeals.
2. This Practice Note has effect from the date of re-issue.
3. Where a Full Bench, or a presiding member of a Full Bench, makes "the usual directions" in relation to an appeal, the directions given will be those set out in Schedule A to this Practice Note, with such modifications (if any) as the Full Bench/presiding member directs.
4. Nothing in this Practice Note or Schedule A affects, or is intended to affect, the powers or discretions of a Full Bench/presiding member in relation to the proceedings.

Boland *J, President*

1 February 2010

**SCHEDULE A TO PRACTICE NOTE NO. 1**

BEFORE A FULL BENCH OF THE INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FULL BENCH OF THE INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES  
IN COURT SESSION**USUAL APPEAL DIRECTIONS**

The Full Bench/presiding member makes the following directions:

1. The appellant shall by 4.00 pm on the day six weeks before the hearing date, file 4 copies of, and serve -
  - (i) a detailed outline of submissions in relation to the appeal;
  - (ii) a chronology which should usually be in the form of the chronology specified in Practice Note SC CA No 1 issued on 27 March 2009 applicable in the Supreme Court of New South Wales in relation to appeals to the Court of Appeal; and
  - (iii) a written narrative submission on the question of leave to appeal, which document should not exceed three A4 pages of double-spaced typing.

2. The respondent shall by 4.00 pm on the day four weeks before the hearing date, file 4 copies of, and serve -
  - (i) a detailed outline of submissions in reply as to the appeal;
  - (ii) if the respondent considers it necessary, a chronology in reply which shall be limited to those areas where the respondent disputes matters set out in the appellant's chronology; and
  - (iii) a written narrative submission on the question of leave to appeal, which document should not exceed three A4 pages of double spaced typing.
3. The appellant shall by 4.00 pm on the day two weeks before the hearing date, file 4 copies of, and serve, replies to the documents filed and served by the respondent in accordance with direction 2 above.
4. The appeal is listed for hearing before the Full Bench on ....., on the basis of an estimate of .....day(s) for the hearing.
5. Liberty to apply on short notice; such liberty to be exercised by application made to the Associate to the presiding member of the Full Bench and the Full Bench delegates its powers for the purposes of giving directions to the presiding member.

The Full Bench expects that either or both parties will promptly arrange for the matter to be listed before the Commission pursuant to the liberty to apply should there be any non-compliance with the timetable which could result in the Full Bench not receiving all submissions in the appeal not less than 14 days before the date fixed for the hearing.

The term "hearing date" in these directions refers to the date set down for the hearing of the appeal or, if more than one date is set, the first of those dates.

**NOTE:**

Practice Note No. SC CA 1 of 27 March 2009 applicable in the Supreme Court of New South Wales in relation to appeals to the Court of Appeal provides, inter alia:

35. Chronologies prepared in accordance with r 51.35 must be filed in an appeal by the appellant (r 51.34(1)(b)) and may be filed by the respondent (r 51.34(2)). It must contain cross-references to the Appeal Book. The chronology should be an objectively correct statement of "the principal events leading up to the litigation" and should not be a chronology merely of those matters of assistance to one party or the other: *Woods v Harwin* (CA(NSW), Mahoney AP, Clarke and Meagher JJA, 5 November 1993, unreported). The chronology should include key events in the litigation, such as the commencement of the proceedings in the court below. Failure to file a proper chronology may have adverse costs consequences.

The following is the suggested form for chronologies:

**APPELLANT (OR RESPONDENT'S) CHRONOLOGY**

DATE	EVENT	VOLUME AND EXHIBIT NO.	PAGE
22.09.2001	Arrangements in Wagga between Smith and Co for financing of wheat purchases	Vol 2	15
23.11.2001	First request by Brown to Smith and Co for drawdown to pay for wheat purchases	Vol 2	58
30.11.2001 at 0930 hrs	Fax Smith and Co to Brown re above	Vol 2	58-59 (Exhibit 5)

30.11.2001 at 1145 hrs	Telex Brown to Smith and Co requesting drawdown to pay for further wheat	Vol 2	33
01.12.2001	"Warehouse receipt" from Jones to Smith and Co	Vol 2	60-61 (Exhibit 6)
06.01.2002	Letter Jones to Smith and Co concerning method of carrying out financial arrangements for barley	Vol 2	61 (Exhibit 7)
07.01.2002	Internal memorandum of Smith and Co re meeting Allen in Wagga	Vol 2	143-144 (Exhibit 8)

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

**PRACTICE NOTE NO. 2**

First Issue Date:

16 December 1998

Re-Issue Date:

1 February 2010

Re-issued pursuant to Section 185A of the *Industrial Relations Act* 1996 and Section 15 of the *Civil Procedure Act* 2005.

**LISTS OF AUTHORITIES AND LEGISLATION**

1. The purpose of this Practice Note is to enable the timely provision of lists of authorities and legislation so as to facilitate the hearing of all matters before the Commission, both at first instance and on appeal.
2. This Practice Note has effect from the date of re-issue.
3. Each party appearing in proceedings shall file a typewritten list of authorities and legislation, in sufficient copies for each member of the Commission concerned, with the Industrial Registry no later than 10.00 am on the last working day before the hearing of the matter. Filing may be effected by facsimile transmission.
4. A supplementary list of no more than four authorities and legislation may be filed, by facsimile transmission or otherwise, no later than 4.00 pm on the last working day before the hearing.
5. A copy of the list (or lists) of authorities and legislation should be served on the other parties, by facsimile transmission or otherwise, no later than 4.00 pm on the last working day before the hearing.
6. The list should be divided into two parts. Part "A" should contain only the authorities and legislation from which passages are to be read or specifically referred to. Part "B" should contain the authorities and legislation which might be referred to generally but from which passages are not to be read or referred to specifically. The relevant sections of legislation should be specified.
7. If lists of authorities and legislation are not provided in accordance with this Practice Note then the defaulting party shall make available at the hearing sufficient photocopies of cases for use by the Commission and the other parties.
8. The Commission will not ordinarily have available for use at the hearing those cases on the lists of authorities except:
  - (a) cases in Part "A" of the lists that are reported in the Commonwealth Law Reports, New South Wales Law Reports, Commonwealth Arbitration Reports, Arbitration Reports (N.S.W.), Industrial Reports, Federal Law Reports (Volumes 1 to 137), Australian Law Reports, Industrial Arbitration Service Current Review, Industrial Relations Court Reports, State Reports (New South Wales) and
  - (b) in hearings before single members of the Commission at 47 Bridge Street Sydney - cases in Part "A" reported in the reports listed in subparagraph (a) of this paragraph and the Australian Criminal Reports, Australian Law Journal Reports, Australian and New Zealand Equal Opportunity Cases, Federal Court Reports, Federal Law Reports, New South Wales Reports (1960-1970), New South Wales Weekly Notes, Queensland Government Industrial Gazette, South Australian Industrial Reports, Victorian Law Reports (1905 to 1956), Victorian Reports, Western Australian Industrial Gazette and English cases reported in the following reports:
    - (i) Authorised Reports
    - (ii) Weekly Law Reports

- (iii) All England Law Reports (1936 to 1993)
  - (iv) Industrial Cases Reports (1972 to 1993)
  - (v) Industrial Relations Law Reports (1973 to 1990).
9. It is the responsibility of a party intending to refer at any length to additional cases (that is, cases not included in Part "A" of a list of authorities filed in accordance with this Practice Note or cases in reports not referred to in the relevant subparagraph of paragraph 8) to provide photocopies of those cases (or relevant parts of them) to be made available to the Commission during the argument.
10. It is the responsibility of a party intending to rely upon any material (including a decision/judgment) contained in a loose-leaf service, an unreported decision/judgment (other than an unreported decision/judgment of the Commission), or any text book, reference book, published article or dictionary to provide photocopies, or the relevant extract therefrom, for the use of the Commission to be made available during the argument.
11. Cases in Part "B" of the lists of authorities will not be obtained by the Commission before the hearing begins. If a party decides to refer at any length to such a case during the hearing, then, as soon as possible, a note should be passed to the court officer that the particular case will be required or else the relevant party shall provide photocopies for the use of the Commission.
12. It should be noted that:
- (a) The Commission does not wish to be provided with photocopies of cases unnecessarily. Where relevant reports are readily available to the Commission, as identified herein, the Commission's preference is to use those reports.
  - (b) For the purposes of awarding of costs -
    - (i) the provision of photocopies of cases at the hearing before the Commission is not ordinarily considered a discharge of the party's responsibility to provide proper assistance to the Commission for the hearing of the proceedings; and
    - (ii) the costs of providing photocopies of cases to the Commission or to another party for the purposes of a hearing before the Commission (where such photocopies are provided because of the requirements of paragraph 7 of this Practice Note) shall not be allowed as part of the costs of any party in the proceedings or charged by any legal practitioner to his or her client, without a specific order being made by the Commission or the Registrar which provides for the allowance of such costs or charge, as the case may be.

*Boland J, President*  
1 February 2010



## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

**PRACTICE NOTE NO. 3**

First Issue Date:

16 December 1998

Re-Issue Date:

1 February 2010

Re-issued pursuant to Section 185A of the *Industrial Relations Act* 1996 and Section 15 of the *Civil Procedure Act* 2005.

**CERTIFICATION OF ENTERPRISE AGREEMENTS**

- (1) The purpose of this Practice Note is to provide for certification of enterprise agreements and the provision on request of certified copies.
- (2) This Practice Note has effect from the date of re-issue.
- (3) Where, in any proceedings before the Industrial Relations Commission of New South Wales ("the Commission") for approval of an enterprise agreement after the commencement of this Practice Note, a party makes application for a certificate to be issued pursuant to this Practice Note, the Industrial Registrar shall, not later than 28 days from the date of approval of the enterprise agreement, issue to the parties a certificate in terms of Schedule A hereto.
- (4) Where the Commission has, at any time, approved an enterprise agreement, any party to the application for approval of that agreement may apply to the Industrial Registrar for the issue of a certificate pursuant to this Practice Note. The Industrial Registrar shall, within 28 days of the receipt of the application for a certificate, or within 28 days from the date of the enterprise agreement being entered into the Register pursuant to section 45 of the Industrial Relations Act 1996 (whichever is later), issue a certificate in terms of Schedule A hereto.
- (5) Paragraphs (3) and (4) are subject to any directions of the Member of the Commission made during the hearing of the proceedings for approval of the enterprise agreement.
- (6) A party requesting the certificate shall supply to the Industrial Registrar such number of copies of the agreement as the Industrial Registrar directs and shall supply such copies in a form that satisfies the Industrial Registrar that they are true copies of the agreement approved by the Commission.
- (7) Unless the requirements of paragraph (6) are satisfied, provision of the certificate is subject to payment of the fees for copies of documents set out in Schedule 1 of the Industrial Relations (General) Regulation 1996.

Boland *J*, *President*  
1 February 2010

**SCHEDULE A**

In accordance with Practice Note No. 3, the Industrial Registrar certifies that the Industrial Relations Commission of New South Wales did on [date] approve the [name] Enterprise Agreement, a sealed copy of which is attached hereto and marked "A".

Signed  
Seal of Industrial Registrar

Notation

Section 45 of the *Industrial Relations Act* 1996 requires that details of each enterprise agreement be published in the Industrial Gazette as soon as practicable after the agreement is approved.

---

Printed by the authority of the Industrial Registrar.

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

**PRACTICE NOTE NO. 4**

First Issue Date:

17 December 1999

Re-Issue Date:

1 February 2010

Re- issued pursuant to Section 185A of the *Industrial Relations Act* 1996 and Section 15 of the *Civil Procedure Act* 2005.

**TELEPHONE CONCILIATION CONFERENCES****BEFORE THE INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES**

- (1) The purpose of this Practice Note is to allow the parties the opportunity to seek to have certain conferences conducted by way of telephone conference where appropriate circumstances are shown to exist to justify the Industrial Relations Commission of New South Wales taking that step.
- (2) This Practice Note has effect from the date of re-issue.
- (3) This Practice Note applies to conciliation or other conferences held by the Industrial Relations Commission of New South Wales ("the Commission") in the following proceedings:

Description of Proceedings	Conciliation or other Conference under:
(a) Application pursuant to section 84 of the <i>Industrial Relations Act</i> 1996 relating to alleged unfair dismissal	Section 86, <i>Industrial Relations Act</i> 1996
(b) Application pursuant to section 106 of the <i>Industrial Relations Act</i> 1996 relating to alleged unfair contract	Section 109, <i>Industrial Relations Act</i> 1996
(c) Notifications relating to industrial disputes pursuant to section 130 of the <i>Industrial Relations Act</i> 1996	Section 134, <i>Industrial Relations Act</i> 1996
(d) Inquiry into any industrial matter	Section 162(2)(j), <i>Industrial Relations Act</i> 1996

However, nothing in this Practice Note prevents the Commission using telephone conferencing or any other form of procedure in any of the matters listed above or in any other matter.

- (4) Any party may ask the Commission to conduct a conference by way of a telephone conference, rather than by personal appearance, where it is not, or may not be, practicable for a party to attend a conference for reasons of:
  - (a) costs;
  - (b) distance;
  - (c) physical or other disability;
  - (d) the nature of the relationship between the parties; or
  - (e) such other reason as appears appropriate to the Commission.
- (5) A party proposing to make a request to the Commission must, before doing so, make reasonable attempts to obtain the consent of all other parties to the matter to the matter being conducted in that manner.
- (6) A request must:
  - (a) be in writing addressed to the Industrial Registrar;
  - (b) set out the grounds on which the request is made;

- (c) be made as soon as practical after the party is notified of the proposed date of the conference;
  - (d) indicate whether the application is by consent of the other parties to the matter and, if not, what response to the request for consent was given by the other parties; and
  - (e) set out telephone numbers (which must not be mobile telephone numbers) at which the applicant for the telephone conference and all parties to the proceedings may be reached.
- (7) The Commission may, if it thinks appropriate that the conference be held by telephone, agree to the request, with or without such conditions as it thinks fit. The Commission shall notify the parties of the result of the application but shall not be obliged to give reasons for its decision.
- (8) (a) As soon as a party is notified by the Commission that a conference is to be held by way of telephone, each party, if it has not already done so, must notify the Industrial Registrar forthwith in writing of a telephone number (which must not be a mobile telephone number) at which the party can be reached.
- (b) It is the responsibility of each party to be available at the number given at the time specified by the Commission.
- (9) Parties should ensure that any documents to which they wish to refer in a telephone conference are sent to the Commission, and served on the other parties to the conference, prior to the date of the conference. Documents should be sent to the Industrial Registry so as to arrive at least 24 hours before the conference. Documents which do not exceed more than 20 pages in total may be sent by facsimile.

*Boland J, President*  
1 February 2010

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

**PRACTICE NOTE NO. 6**

First Issue Date:  
Re-Issue Date:

14 July 2000  
1 February 2010

Re-issued pursuant to Section 185A of the *Industrial Relations Act* 1996 and Section 15 of the *Civil Procedure Act* 2005.

**APPLICATIONS FOR CONSENT AWARDS HAVING REGARD TO  
SECTION 23 OF THE INDUSTRIAL RELATIONS ACT 1996**

1. The purpose of this Practice Note is to provide an appropriate procedure for the making of consent awards having regard to:
  - (a) the requirements of section 23 of the *Industrial Relations Act* 1996, and
  - (b) the decision of the Full Bench of the Industrial Relations Commission of 30 June 2000 in *Re Equal Remuneration Principle* [2000] NSWIRComm 113.
2. This Practice Note has effect from the date of re-issue.
3. In the Full Bench decision in *Re Equal Remuneration Principle*, the Commission said at 155:

"Operation of s23 of the Act

Finally, and having in mind the cases advanced by the parties as to the proper construction of the Act which we have dealt with, we announce that a Practice Note will, in due course, issue to require parties seeking a consent award to file with the application an affidavit stating the basis upon which it is contended that the proposed award provides for equal remuneration and other conditions of employment for men and women doing work of equal or comparable value. This material will form the evidentiary basis upon which the Commission will in future base its consideration of the requirements of s23 of the Act."

4. When application is made for a consent award, the parties shall file an affidavit setting out the basis upon which it is contended that the proposed award provides for equal remuneration and other conditions of employment for men and women doing work of equal or comparable value.
5. The affidavit referred to in paragraph 4 of this Practice Note will usually form the evidentiary basis upon which the Commission will consider the requirements of s23 of the *Industrial Relations Act* 1996.
6. In the absence of agreement between the parties, the obligation to file the affidavit referred to in paragraph 4 of this Practice Note will be the responsibility of the applicant.
7. The affidavit is to be filed either with the application for the consent award or within seven (7) days of the date on which the application for the consent award is filed.

Boland J, *President*  
1 February 2010

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

**PRACTICE NOTE NO. 8A**

First Issue Date:

29 May 2003

Re-Issue Date:

1 February 2010

Re-issued pursuant to Section 185A of the *Industrial Relations Act* 1996 and Section 15 of the *Civil Procedure Act* 2005.

**MAJOR INDUSTRIAL CASES**

1. The purposes of this Practice Note are:
  - (a) to enable prompt and timely notice to be provided to the Commission of the likelihood of the commencement of a major industrial case and thereby to ensure, as far as practicable, the effective use of the Commission's resources in respect of such cases.
  - (b) to emphasise the importance of prompt and timely notice being provided to the Commission of the likelihood of the commencement of a major industrial case and that failure to give notice of a matter which is or may be a major industrial case in terms of this Practice Note may, and is likely to, affect the priority that the Commission is able to afford to the matter.
2. This Practice Note has effect from the date of re-issue.
3. For the purpose of this Practice Note:
  - (A) "Commission" means the Industrial Relations Commission of New South Wales
  - (B) The term "major industrial case" shall include, without limiting its generality:
    - (a) any application within the arbitral jurisdiction of the Commission which could reasonably be expected to be heard by a Full Bench of the Commission pursuant to:
      - (i) section 51 "Making of State decisions" of the Act;
      - (ii) the Special Case principle;
      - (iii) or the Equal Remuneration principle, and which is likely to require five or more hearing days; and
    - (b) any other Full Bench arbitral proceeding which, because of its importance, or other special feature, is appropriate for consideration for listing on an expedited or priority basis.
  - (C) The word "Act" means the *Industrial Relations Act* 1996.
4. When a registered industrial organisation, or other person or organisation entitled under section 11(2) of the Act to make such application, determines to make an application in respect of a major industrial case it shall thereupon give notice in writing to the Industrial Registrar of its intention to do so.
5. The notice referred to in paragraph 4:
  - (a) shall be given as soon as practicable after the determination to make the application has been made;
  - (b) shall be served on every other party to the affected award or awards and on every other person, organisation, corporation or firm which is likely to have an interest in the application;

- (c) shall include particulars of the nature of the application; a statement as to its significance or importance for the purpose of determining its appropriate priority; details of the persons, organisations etc upon whom or which the notice is to be served; the estimated or likely date when the application will be filed; the estimated time of hearing of the application and any other matters which the applicant considers would assist the Commission to program the matter.
6. The Registrar, upon receipt of the said notice, shall forthwith refer it to the President of the Commission.
7. The President, upon receipt of the notice, shall determine whether a conference of the parties under the auspices of the Commission shall be convened.
8. A conference convened pursuant to paragraph 7 shall be chaired by the President or a Presidential Member of the Commission nominated by the President. The conference may only deal with:
- (a) the programming and priority of the matter; and
- (b) whether it is appropriate to make a Member of the Commission available for the conciliation and case management of the matter.
9. Notwithstanding paragraph 8, if the notice to the Commission or the information received by the Commission during the conference indicates that there exists an industrial dispute (including a threatened or likely dispute or industrial action) in respect of the application or proposed application, the matter or dispute may be dealt with pursuant to section 130 of the Act.
10. Parties should note that failure to give notice of a matter which is or may be a major industrial case in terms of this Practice Note may, and is likely to, affect the priority that the Commission is able to afford to the matter.

*Boland J, President*  
1 February 2010

---

Printed by the authority of the Industrial Registrar.

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

**PRACTICE NOTE NO. 10**

First Issue Date:

26 November 2002

Re-Issue Date:

1 February 2010

Re-issued pursuant to Section 185A of the *Industrial Relations Act* 1996 and Section 15 of the *Civil Procedure Act* 2005.

**NOTICES OF MOTION**

1. The purposes of this Practice Note are:
  - (a) to clarify and remove doubts as to the requirements for Notices of Motion filed in proceedings under the *Industrial Relations Act* 1996 and related legislation and
  - (b) to ensure that an affidavit in support is filed with any Notice of Motion lodged in any matter before the Industrial Relations Commission of New South Wales.
2. This Practice Note has effect from the date of re-issue.
3. For the purpose of this Practice Note:

"the Commission" means the Industrial Relations Commission of New South Wales and includes the Industrial Relations Commission of New South Wales in Court Session, an Industrial Committee, the Contract of Carriage Tribunal and the Industrial Registrar.
4. Unless leave is otherwise granted by the Commission, a party or person filing a Notice of Motion in a matter before the Commission must file an affidavit in support thereof, setting out briefly and concisely the facts upon which the Notice of Motion is based.

Boland *J, President*  
1 February 2010

---

Printed by the authority of the Industrial Registrar.



## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

**PRACTICE NOTE NO. 13**

First Issue Date:

15 September 2003

Re-Issue Date:

1 February 2010

Re-issued pursuant to Section 185A of the *Industrial Relations Act* 1996 and Section 15 of the *Civil Procedure Act* 2005.

**Procedures for Review of Awards under s 19 of the *Industrial Relations Act* 1996**

1. The purposes of this Practice Note are:
  - (a) to simplify and facilitate procedures for the review of awards under s 19 of the *Industrial Relations Act* 1996;
  - (b) to improve the prospects of parties to the award ("the parties") resolving any differences they may have in such matters by requiring them to define all issues between them before the callover of such matters; and
  - (c) to expedite the review of awards pursuant to s 19.
2. This Practice Note has effect from the date of re-issue.
3. The Industrial Registrar, in respect of each current award which has not been the subject of award review within the period specified in s 19(1) of the Act, shall cause a Notice of Award Review to be issued to all parties listed in the records of the Commission as having an interest in that award.
4. Each such award shall be the subject of callover before the Commission or the Registrar on a date to be fixed by the Commission approximately five weeks after the issue of the Notice of Award Review.
5. Not later than one week before the date of the callover, any party wishing to contend that an award should be varied pursuant to s 19 of the Act shall:
  - (a) file and serve a list of all changes proposed to the award (including whether the award should be rescinded because it is obsolete) either specifically or, in the case of substantial changes, by reference to the subject areas of change; and
  - (b) file a notice of appearance in accordance with the Rules.
6. Any other party wishing to appear in the s 19 proceedings shall also file a notice of appearance no later than one week before the date of the callover.
7. The parties shall confer on the changes proposed prior to the date of callover and be in a position to advise the Commission (or the Registrar) at the callover of their respective positions in respect of the changes proposed.

Boland *J*, *President*  
1 February 2010

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

**PRACTICE NOTE NO. 14**

First Issue Date:

9 June 2004

Re-Issue Date:

1 February 2010

Re-issued pursuant to Section 185A of the *Industrial Relations Act 1996* and Section 15 of the *Civil Procedure Act 2005*.

**Pre Hearing directions for applications under section 106 of the *Industrial Relations Act 1996***

1. The purpose of this Practice Note is to facilitate the resolution of section 106 matters before the Industrial Relations Commission of New South Wales, by ensuring that such proceedings are conducted before the Commission in an efficient and expeditious manner and that practitioners and others who appear before the Commission, do all they can to facilitate the just, quick and cost effective disposal of such proceedings.

2. This Practice Note has effect from the date of re-issue.

## Conciliation under s109 - standard directions

3. The purpose of conciliation is to resolve the proceedings by agreement, without proceeding to a full hearing of the matter. Conciliation provides the parties with an opportunity to reach agreement about some or all of the issues in dispute. It is essential that the parties clearly identify the issues between them prior to the conciliation. The Court's rules and directions also seek to minimise costs incurred prior to conciliation.

4. The standard directions set out in Rule 13.4 of the Industrial Relations Commission Rules 2009 apply in respect of matters listed for conciliation.

## Unsuccessful conciliation - pre-hearing standard directions

5. (a) On the issue of a certificate of unsuccessful conciliation, the standard directions in paragraph 6 will apply, unless the Court makes alternative directions.

(b) The directions in the usual case shall be made at the end of the conciliation by the Judge or Deputy President who has conducted the conciliation.

(c) Any agreement to vary the standard directions may be dealt with at the conciliation, or later, but in any case shall be subject to approval by the Court.

(d) After the conciliation, consent variations or contested variations to standard directions will usually be dealt with by the directions judge.

(e) Consent variations may be dealt with in chambers. Applications for a listing for directions (for contested applications to vary directions or where the Court does not grant a consent application to vary) are to be made to the directions judge.

(f) The Court is likely to issue alternative directions in proceedings where, having regard to all of the circumstances, including the amount of any claim and the cost of the proceedings, the standard directions are not appropriate.

6. The standard directions set out in Rule 13.7 of the Industrial Relations Commission Rules 2009 apply in respect of matters where a certificate of unsuccessful conciliation has issued.

7. The directions judge will fix a directions date in each matter. This is the date by which the Court expects that the above steps will have been completed. In the usual case, where the standard directions have been made, the date will usually be 12 to 13 weeks after the certificate of unsuccessful conciliation has been issued. An explanation for any failure to comply with directions must be given at the directions hearing, when the directions judge will issue further directions to ensure that the matter is expeditiously prepared for hearing.
8. The Court expects and requires that its orders will be observed. It is the obligation of all parties and their legal practitioners and agents, including parties not in default, to exercise vigilance in ensuring that the timetable is observed. Notwithstanding the obligation of a party in default to bring the matter to the Court's attention, a party not in default is also required to exercise the liberty to apply to bring any default to the attention of the Court, after giving the defaulting party reasonable notice of its default.
9. After these steps have been attended to, the applicant or the applicant's legal representative or agent must certify to the directions judge that the steps have been completed.
10. The matter will then generally be referred to a judge for hearing provided that the estimate of the likely court time necessary for the hearing of the proceedings, including addresses, is included in the certificate as having been provided by the legal representative or agent of the parties who is in the best position to make the assessment.
11. Where such steps have been taken in matters before the directions judge prior to the promulgation of this Practice Note, the applicant or the applicant's legal representative or agent must certify that the steps have been completed. The matter will then be referred to a judge for hearing, notwithstanding that some steps required under the previous standard directions or the directions made in the proceedings (but not under this Practice Note), have not been completed.
12. The further preparation of the matter for hearing will be at the sole direction of the trial judge, but the parties may anticipate that the trial judge will require that the parties give their attention to the following matters:
  - (a) Whether further conciliation is a realistic option, having regard to the evidence filed after the first conciliation
  - (b) Clarification of the issues calling for resolution in the proceedings. A list specifying such issues shall be filed and served at least 5 working days prior to the first day of the hearing.
  - (c) Any revised or refined estimate as to the likely court time necessary for the hearing of the proceedings, including addresses, further to the estimate given in terms of paragraph 10 of this Practice Note. Any further estimate must be provided by the legal representative or agent of the parties who is in the best position to make such an assessment.
  - (d) Those parts of the affidavit material which will not be pressed.
  - (e) Those parts of the affidavit material to which objection will be taken, distinguishing objections as to form from objections as to substance.
  - (f) Those deponents not required for cross examination.
  - (g) Those matters about which agreement can be reached.
  - (h) The availability of witnesses who are required to give evidence including the possibility that witnesses remote from the hearing may give evidence by video link and the practicalities of such an arrangement. There should also be discussions about the venue of the hearing or part of the hearing where a number of witnesses reside in an area remote from the location of the Court.
  - (i) Whether the rule in *Brown v Dunn* should not apply, where the necessary contrary factual material is raised in the affidavit materials, subject to any order to the contrary.

13. As a general rule, parties may file additional affidavits to deal with any parts of affidavits filed to which objections as to form have been taken. A trial judge may permit oral evidence to be called at the hearing with respect to those parts of any affidavit material not pressed or struck out, because of an objection as to form.
14. Parties have liberty to apply generally on the giving of at least 24 hours notice to the other side of the application for relisting and the purpose of the application.

*Boland J, President*  
1 February 2010

---

Printed by the authority of the Industrial Registrar.

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

**PRACTICE NOTE NO. 15**

First Issue Date:

5 November 2004

Re-Issue Date:

1 February 2010

Re-issued pursuant to Section 185A of the *Industrial Relations Act* 1996 and Section 15 of the *Civil Procedure Act* 2005.

**Filing of Awards in Computer-Readable Format under Rule 6.3**

1. The purposes of this Practice Note are:
  - (a) to facilitate the processing of Awards and Contract Determinations of the Industrial Relations Commission of New South Wales by emphasising and giving effect to the requirements of Rule 6.3 of the Industrial Relations Commission Rules 2009; and
  - (b) to provide guidance for Members of the Commission and applicants appearing before the Commission on the steps necessary to ensure that Awards made by the Commission are publicly available in a timely manner and thus readily enforceable.
2. This Practice Note has effect from the date of re-issue. This Practice Note should be read in conjunction with Practice Note No. 16 - Filing of Documents in Computer Readable Format.
3. For the purposes of this Practice Note

'award' includes a contract determination.

'application for award' includes an application to vary an award, an application to rescind an award, an application for a contract determination or a contract agreement, and an application for an enterprise agreement.

"computer-readable format" means an electronic version of a document in such medium and in such format as to be compatible with, and readable by, the computer system of the Industrial Relations Commission of New South Wales from time to time and/or as specified by the Industrial Registrar or the Registrar's delegate from time to time.

"compatible with, and readable by" requires that documents be filed (on either diskette or CD-ROM) in any version of

Microsoft Word (DOC) or

Rich Text Format (RTF)

and in relation to any annexures or attachments to documents (which cannot be provided in the above formats)

Tagged Image Format (TIF)

Graphical Image Format (GIF) and

Joint Photographic Experts Group (JPG)

are acceptable.

Portable Document Format (PDF) is not an acceptable format

4. Unless a Member of the Commission makes a specific direction otherwise at the time of making, varying or rescinding an award, the applicant party shall file a copy of the award, award variation or notice of rescission in a computer readable format within 7 days of the making, varying or rescinding of the Award.
5. The Member of the Commission who has made, varied or rescinded the award shall, within 14 days of determining the matter, cause to be forwarded to the Industrial Registrar the file in respect of the matter except where the file is still current (for example, an interim award), in which case the Member's staff shall forward copies of relevant extracts from the file sufficient to enable that award to be settled and published in the Industrial Gazette.

*Boland J, President*  
1 February 2010

---

Printed by the authority of the Industrial Registrar.

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

**PRACTICE NOTE NO. 16**

First Issue Date:

5 November 2004

Re-Issue Date:

1 February 2010

Re-issued pursuant to Section 185A of the *Industrial Relations Act* 1996 and Section 15 of the *Civil Procedure Act* 2005.

**Filing of Documents in Computer-Readable Format**

1. The purposes of this Practice Note are:
  - (a) to facilitate the processing of matters before the Industrial Relations Commission of New South Wales by providing for, encouraging and requiring that documentation filed in certain classes of matters by a party be accompanied by a copy of that documentation in computer-readable format;
  - (b) to provide for and encourage the use of technology in matters before the Commission; and
  - (c) to provide an appropriate foundation for further use of technology in proceedings before the Commission.
2. This Practice Note has effect from the date of re-issue.
3. Except as provided for by paragraph 7 of this Practice Note, it shall not apply to:
  - (a) proceedings under s 84 (Unfair Dismissal), s 99 (Dismissal injured employee) or s 130 (Notification of Industrial Dispute) of the *Industrial Relations Act* 1996;
  - (b) proceedings under section 106 of the *Industrial Relations Act* 1996 **until such time** as a Certificate of Unsuccessful Conciliation is issued at which time **both parties** will be required to file, within a period of 28 days, a copy of all documentation filed in the proceedings in compliance with this Practice Note.
  - (c) parties to any matter who are not represented by a barrister, solicitor, agent or industrial organisation.
  - (d) annexures or attachments to documents which are not, or not readily, available in computer readable format; or
  - (e) in respect of the following forms
    - Notice of Appearance
    - Notice of Discontinuance
    - Notice of Change of Solicitor
    - Certificate pursuant to section 198L of the Legal Profession Act or undertaking to file such certificate
    - Copies of Summons under section 165 of the Industrial Relations Act 1996 or Notices to Produce (Form 46)

4. For the purpose of this Practice Note:

"**computer-readable format**" means an electronic version of a document in such medium and in such format as to be compatible with, and readable by, the computer system of the Industrial Relations Commission of New South Wales from time to time and/or as specified by the Industrial Registrar or the Registrar's delegate from time to time.

"**compatible with, and readable by**" requires that documents be filed (on either diskette or CD-ROM) in any version of

- Microsoft Word (DOC) or
- Rich Text Format (RTF)

and in relation to any annexures or attachments to documents (which cannot be provided in the above formats)

- Tagged Image Format (TIF)
- Graphical Image Format (GIF) and
- Joint Photographic Experts Group (JPG) are acceptable.
- Portable Document Format (PDF) is **not** an acceptable format

"**matter**" means any proceedings heard or to be heard before the Commission.

"**party**" includes intervenor and any person, firm, corporation, or organisation appearing, or seeking to appear or intervene, in proceedings before the Commission.

5. A party to a matter before the Commission must file a copy of any document lodged in that matter in a computer readable format at the time of filing of the document. The document provided by the party in electronic form shall contain the same text as the paper copy. This paragraph requires, amongst other matters, that any party seeking orders to be made (for example, in respect of a matter where judgment has been delivered or where the Commission directs short minutes of orders to be filed) must, when filing the hard copy version of the proposed orders, also provide the document in a computer readable format.
6. The electronic version of the documents filed in the proceedings shall be labelled for identification purposes and such label shall include the Matter Number, an abbreviated Title and a list of the documents filed in computer readable format. The documents shall be saved to the diskette or CD-ROM in such a way that allows for easy recognition, for example:



Applns106bloggs v blow.doc



Applns106bloggs v blow affidavit bloggs.doc

(and should include the IRC matter number where one has been allocated)

7. Notwithstanding the foregoing, the Registrar or the Commission may, on application or otherwise, direct one or more parties to a matter to file, or to file and serve, all or any particular documentation in computer-readable format or may waive the obligations of any party from complying in whole or part with the requirements of this Practice Note.
8. In addition, the Registrar or the Commission may in any matter, where application is made therefor or in any case where it is considered appropriate, apply to the matter the terms of Supreme Court Practice Note No SC Gen 7 (supreme Court - Use of Technology, issued on 9 July 2008 in whole or in part,



subject to conditions or otherwise). A link to Supreme Court Practice Note No SC Gen 7 is provided on the Commission's website.

9. In respect of the following class of matters the compliance with paragraph 5 of this Practice Note may be made by e-mail transmission to the specified address below and the filing, in lieu of a diskette or CD-Rom, a copy of the transmission report:
  - matters to which Section 34 of the Industrial Relations Act 1996 (re Enterprise Agreements) applies [by e-mail to: [irc\\_electronic\\_services@agd.nsw.gov.au](mailto:irc_electronic_services@agd.nsw.gov.au)];
  - matters to which Section 324 of the Industrial Relations Act 1996 (re Contract Agreements) applies [by e-mail to: [irc\\_electronic\\_services@agd.nsw.gov.au](mailto:irc_electronic_services@agd.nsw.gov.au)];
  - matters to which Rule 6.3 of the Industrial Relations Commission Rules 2009 applies (this rule requires that a copy of an Award or Award Variation must be supplied in computer readable format) [by email to: [irc\\_electronic\\_services@agd.nsw.gov.au](mailto:irc_electronic_services@agd.nsw.gov.au)]; and
  - matters in which the Commission has directed that submissions of parties be filed [by email to: [irc\\_client\\_services@agd.nsw.gov.au](mailto:irc_client_services@agd.nsw.gov.au)];
10. In respect of the matters to which paragraph 9 applies the subject heading to the e-mail must include the following:
  - Section 34 matters: The short title of the Enterprise Agreement
  - Section 324 matters: The short title of the Contract Agreement
  - Rule 6.3 matters: The title of the matter and the Commission file number in format year/file number, for example, IRC2004/1000.
  - Submissions: : The title of the matter and the Commission file number in format year/file number, for example, IRC2004/1000.
11. Although it is essential that all aspects of this Practice Note are strictly observed it is of particular importance that requirements under **Rule 6.3** (that the applicant must file a copy of the award in a computer-readable format) be complied within the time specified by the Commission when the Award or Variation is made as the Industrial Registry provides such material to the Office of Industrial Relations immediately upon receipt for the purpose of that Office's Pay Rate Update Service, its website and Award Enquiry Service.

*Boland J, President*  
1 February 2010

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

**PRACTICE NOTE NO. 17**

First Issue Date:

21 December 2005

Re-Issue Date:

1 February 2010

Re-issued pursuant to Section 185A of the *Industrial Relations Act* 1996 and Section 15 of the *Civil Procedure Act* 2005.

**Applications pursuant to section 84 (Unfair Dismissals) Industrial Relations Act 1996**

1. This Practice Note replaces Practice Direction No.11.
2. The purpose of this Practice Note is to facilitate the resolution of unfair dismissal matters before the Industrial Relations Commission of New South Wales by ensuring that such proceedings are conducted before the Commission in an efficient and expeditious manner and that practitioners and others who appear before the Commission do all they can to facilitate the just, quick and cost effective disposal of unfair dismissal proceedings before the Commission.
3. This Practice Note has effect from the date of re-issue.

**4. Allocation of Listing Date**

Upon filing of an application under section 84 of the *Industrial Relations Act* 1996 the Registrar shall cause, either at the time of filing or within a period of not more than seven days, a date to be fixed for the matter to be conciliated by a Member of the Commission. The standard or usual time from filing to the first listing for Conciliation and Directions shall be a period of 21 days.

**5. Conciliation**

- (a) Practitioners, industrial agents and others who appear before the Commission should do all they can to facilitate the fair and prompt disposal of matters before the Commission. Ways in which this should occur include:
  - ready identification of the issues in dispute
  - ensuring readiness for the conciliation hearing
  - using their best endeavours to resolve the issues in dispute
- (b) Ordinarily there should be only one conciliation, however, a Member may permit a further conciliation conference.
- (c) If an applicant fails to appear at a conciliation conference, and has not provided a clear and compelling reason for non-attendance, this may result in the matter being dismissed, particularly if there is no appearance on two occasions.

**6. Preliminary Issues**

- (a) If a preliminary issue, for example, a jurisdictional challenge is raised at the conciliation conference the Member shall determine whether the matter shall be heard as a threshold issue or be dealt with after conciliation. If the Member determines that the issue should be heard before conciliation then the matter shall be referred to the Registrar for allocation to a Member for hearing after appropriate directions are made and the Member has established the time required to hear the issue. In cases where the Member conducts a conciliation and the conciliation fails the Member shall then forward the matter to the Industrial Registrar for allocation to a Member for

hearing. Directions will be made by the Member which may be a modified form of the usual directions if the matter is to be set down to hear a threshold issue.

- (b) The Registrar will subsequently advise the parties of a call over before the Industrial Registrar and date or dates for hearing and the Court location for the hearing of the matter.

## 7. Directions for Arbitration

- (a) When a conciliation before a member of the Commission is unsuccessful, the usual directions in paragraph 10 of this Practice Note shall operate unless, after application by a party to the proceedings, the Commission considers that the "usual directions" should be modified or alternative directions made.
- (b) The Member of the Commission shall also ascertain a reasonable estimate of the number of days required for arbitration, specify in the Member's opinion the number of days required for hearing and make any other appropriate directions having regard to paragraphs 10 and 11 of this Practice Note. The Member shall, forthwith, refer the parties to the List Office of the Registry for the purpose of obtaining a hearing date(s) in accordance with the Member's opinion of the number of days required for hearing and directions which are made.
- (c) On fixing a date for hearing the List Office shall also allocate a date for a compliance call-over of the matter and provide notice to the parties of the date, time and place of such call-over in addition to information on the hearing date(s) allocated.
- (d) The compliance check call-over will be administrative in nature in respect of matters in which the applicant **has complied with directions**. That is, neither the applicant nor the respondent will be required to attend the call-over if directions have been complied with by the parties. In such an event the Registrar will note compliance with the directions by the applicant, confirm the hearing date and cause a notice to be forwarded to the parties advising as to:
  - (i) confirmation of hearing date.
  - (ii) a further warning to the respondent of the consequences of its failure to comply with directions. [Note: the consequence for the respondent is, in accordance with the Usual Direction under paragraph 10(vi), that it will not, without leave of the Commission, be able to rely on written statements filed and served later than the time specified in the Usual Directions at the time the matter is set down for arbitration]
- (e) In respect of matters where there has been **non-compliance** with directions the parties **will be required to attend the call-over**. If at the date of the compliance check call-over there remains **non-compliance**, the Registrar may remit the matter to a Presidential Member for consideration. The Presidential Member may:
  - (i) vacate the hearing date.
  - (ii) make such further directions in the matter as necessary including any direction that further default by the applicant will result in the matter being dismissed; and
  - (iii) remit the parties and the file to the **List Office** for action.
  - (iv) such other directions and orders as may be appropriate.

## 8. Fixtures in regional list

When a matter is conciliated and the conciliation is unsuccessful, the usual directions in paragraph 10 of this Practice Note shall operate unless, after application by a party to the proceedings, the Commission considers that the "usual directions" should be modified or alternative directions made.

The Member shall also ascertain a reasonable estimate of the number of days required for arbitration, specify in the Member's opinion the number of days required for hearing and make any other appropriate directions having regard to paragraphs 10 and 11 of this Practice Note.

The Member shall then adjourn the matter to a date to be fixed and remit the file to the relevant Registry officer for the purpose of case management..

#### **9. Further Conciliation**

The parties should attempt to resolve matters listed for arbitration prior to the time for compliance with Directions in order to minimise the costs to them. Even after compliance with Directions, further timely attempts by the parties to resolve matters are encouraged. To assist the parties in circumstances where such settlement attempts are positive but inconclusive a further conciliation conference may be requested with the consent of the other side as soon as possible but not less than 14 days prior to the arbitration. A party may make an application for a further conciliation conference by consent of the other party by writing to the Industrial Registrar and seeking the further conference within the time specified. Nothing in this Practice Note shall inhibit the Commission from undertaking further conciliation at the hearing of the matter.

#### **10. Usual directions**

For the purpose of this Practice Note "usual directions" shall mean directions in the following terms or to the following effect:-

- (i) all evidence shall be in the form of signed written statements.
- (ii) the applicant shall file and serve signed written statements (typed with numbered paragraphs and pages) of the intended evidence of each witness together with any other relevant documentation within 21 days.
- (iii) the respondent shall file and serve signed written statements (typed with numbered paragraphs and pages) of the intended evidence of each witness together with any other relevant documentation within 21 days of the date fixed for the filing and service of the applicant's documents.
- (iv) the applicant shall file and serve any reply to the respondent's documents within 7 days of the date fixed for the filing and service of the respondent's documents.
- (v) the parties shall include in or with their written witness statements all matters and documents upon which they rely or they allege are relevant to the proceedings.
- (vi) without leave of the Commission, written statements and other documentation filed and served later than the time specified by the Commission in its directions may not be relied upon by the party.
- (vii) Summonses for production of documents may be made returnable before the Industrial Registrar upon any date that the Registrar conducts a list. Where orders are sought other than for photocopy access for both parties or if a claim for privilege or the like is made, those matters will be referred by the Registrar to a Presidential Member to be dealt with on an interlocutory basis. Under these arrangements summonses will be returnable before the Registrar, not the Member.

#### **11. Other directions**

The Commission may make such other directions as it considers appropriate for the just resolution of the issues between the parties. Such other directions may include directions that:-

- (i) parties shall file and serve at the same time as they file their written statements and other relevant documentation a short summary of their case.

- (ii) without leave of the Commission, a party cannot rely on any matter that is not contained within the documentation filed and served by that party.
- (iii) proceedings shall be conducted on the written statements and other relevant documentation filed and served by a party except where reasonable notice is given to the other party that a witness is required for cross examination.
- (iv) in the absence of any period of reasonable notice being fixed by the Commission, cross-examination of a witness shall not be allowed unless at least 7 days prior to the hearing notice has been given to the opposing party that a witness is required for cross-examination.

## 12. Directions

Any directions made under paragraphs 6, 7, 8, 10 and 11 of this Practice Note **must** be complied with and will apply from the completion of the last conciliation conference unless:

- (i) an application is made after the completion of conciliation which will come before a Presidential Member;
- (ii) where applicable, the direction is varied during the course of the hearing of the matter;
- (iii) any application to vary directions after the conciliation conference must be made in writing and contain full supporting grounds (unless made during the course of the hearing of the matter).

## 13. Adjournments

- (a) In accordance with the Commission's function to provide a forum for the resolution of Unfair Dismissal matters in a fair and prompt manner, as a general rule, an adjournment of the date that is allocated for Conciliation will not be granted unless there are clear and compelling reasons for the adjournment to occur. If such an application is made prior to the date for Conciliation, such application will be considered and determined by the Member who has been allocated the matter.
- (b) The day (or days) in which the application will be dealt with by arbitration is definite. Any applications for adjournment of arbitration dates must be made in a timely way, be in writing and contain full grounds. Such applications will be considered and determined by a Presidential Member. It should be understood that adjournment applications will be granted only on clear and compelling grounds.
- (c) An application for an adjournment during the course of a Conciliation or an Arbitration hearing are a matter for the Member of the Commission hearing the matter in the proper exercise of their discretion. It should be clearly understood that such applications will be granted only on clear and compelling grounds.
- (d) In the event that a party fails to attend at an arbitration hearing, the arbitration may, in appropriate circumstances, be heard and determined in the absence of that party.

Boland *J*, *President*  
1 February 2010

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

**PRACTICE NOTE NO. 19**

First Issue Date:

9 March 2007

Re-Issue Date:

1 February 2010

Re-issued pursuant to Section 185A of the *Industrial Relations Act* 1996 and Section 15 of the *Civil Procedure Act* 2005.

**Applications for declaration under section 33I of the Commission for Children and Young People Act 1998**

- (1) The purpose of this Practice Note is to provide an appropriate procedure for applications for an order under section 33I of the Commission for *Children and Young People Act* 1998 to be made to the Industrial Relations Commission of New South Wales.
- (2) This Practice Note has effect from the date of re-issue and replaces Practice Direction No. 5.
- (3) Applications for an order under section 33I of the Commission for *Children and Young People Act* 1998 made to the Industrial Relations Commission of New South Wales shall be made by way of application, in terms of Form 1 of the Industrial Relations Commission of New South Wales Rules 1996.
- (4) The following is applicable to any such application:
  - (a) The application shall set out the relief sought and shall state briefly but specifically the grounds on which that relief is sought.
  - (b) The primary relief available under the section 33I of the Commission for *Children and Young People Act* 1998 is an order declaring that the Act is not to apply to the applicant in respect of a specified offence.
  - (c) In specifying the grounds upon which an order is sought, the applicant should note section 33J(1) and (3) of the Commission for *Children and Young People Act* 1998, which provides that:
    - (i) The Industrial Relations Commission is not to make an order under the Commission for *Children and Young People Act* 1998 unless it considers that the person the subject of the proposed order does not pose a risk to the safety of children.
    - (ii) In deciding whether or not to make an order in relation to a person, the Industrial Relations Commission is to take into account the following:
      - (a) the seriousness of the offences with respect to which the person is a prohibited person,
      - (b) the period of time since those offences were committed,
      - (c) the age of the person at the time those offences were committed,
      - (d) the age of each victim of the offences at the time they were committed,
      - (e) the difference in age between the prohibited person and each such victim,
      - (f) whether the person knew, or could reasonable have known, that the victim was a child
      - (g) the prohibited person's present age,

- (h) the seriousness of the prohibited person's total criminal record,
  - (i) such other matters as the Commission considers relevant.
- (5) If the applicant intends to make an application to the Commission for relief by way of reinstatement or re-employment, or for any order for damages or compensation for any removal from employment (however described), the application shall state that the applicant intends to make that application. Wherever possible the application for further relief shall be filed with the application for an order under the Commission for *Children and Young People Act 1998*.
- (6) Unless otherwise approved by the Registrar, the application shall be accompanied by an affidavit, which shall set out briefly but specifically:
- (a) the circumstances which have led to the application being made;
  - (b) those matters on which the applicant relies for the relief sought in the application [see paragraphs 4(a), (b) and (c) above]; and
  - (c) any material relevant to the Commission's exercise of discretion under section 33J(3) of the Commission for *Children and Young People Act 1998* upon which the applicant intends to rely (see paragraph 4(c)(ii) above), and, to the extent that the application refers to or contains matters of fact, shall verify those facts.
- (7) The Application and supporting affidavit, together with any additional material being filed by the applicant, shall:
- (a) be accompanied by three copies.
  - (b) be served by the applicant on
    - (i) the Commissioner for Children and Young People
    - (ii) such other person, if any, that the applicant is directed to serve by the Industrial Registrar, which may include the employer or former employer as relevant under section 33E of the Commission for *Children and Young People Act 1998*.

Boland *J, President*  
1 February 2010

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

**PRACTICE NOTE NO. 20****Criminal Prosecutions - Streaming, Standard Timetable and Directions**

Pursuant to Section 185A of the *Industrial Relations Act 1996*

1. The purpose of this Practice Note is to facilitate the effective case management of prosecutions brought before the Industrial Court (the Court) by prescribing standard directions and timetables for such matters and to ensure that such matters are dealt with in an orderly and expeditious manner and in accordance with the Court's published Time Standards.
2. This Practice Note shall come into force on 1 February 2010.

**Streamed Proceedings**

3. Prosecutions brought before the Court will enter one of two **case management streams** designed to ensure that the variety of offences brought before the Court are dealt with appropriately in accordance with the nature of the particular offence.
4. Upon the filing of an Application for an Order pursuant to section 246 of the *Criminal Procedure Act 1986* the Prosecutor shall nominate which prosecution stream is the most suitable for determining the matter. Normally, offences involving the death or serious injury of a person or the risk of death or serious injury to a person under the *Occupational Health and Safety Act 2000* should be nominated as Stream 1 offences; other prosecutions should be nominated as Stream 2 offences.

**Stream One Procedure**

5. Upon an Order being made by the Registrar or the Court, the Prosecution shall forthwith serve on the Defendant the following documentation:
  - (i) a Certified or Sealed Copy of the Order, a copy of the Application for an Order together with any supporting Affidavits
  - (ii) a blank Notice of Appearance (in the form annexed to this Practice Note)
  - (iii) a copy of this Practice Note
  - (iv) an explanatory document advising the defendant of its obligations to file and serve a Notice of Appearance and the consequences of its failure to appear at the First Directions Hearing or otherwise in the proceedings.
  - (v) an explanatory document advising the Defendant of the criminal case conferencing process in the Court.
6. The Defendant, or the Defendant's legal representative, is to file with the Industrial Registrar and serve on the Prosecution a Notice of Appearance within seven days of service of the Certified Copy of the Order and associated documentation.



**Service of brief of evidence and Prosecutor's Statement of Facts**

7. (i) Where a Notice of Appearance has been filed and served on the Prosecution by the Defendant's legal representative, the Prosecution brief of evidence and Prosecutor's Statement of Facts are to be served on the Defendant's legal representative within 14 days of service of the Notice of Appearance.
- (ii) Service in accordance with sub-paragraph (i) may be effected by leaving it at the relevant legal practitioner's address for service or by sending it to that address by post, document exchange or, to the extent that the documents in the brief make it appropriate to do so, by facsimile or by sending it to the legal practitioner's email address for service by electronic communication.
- (iii) If, by the First Directions Hearing, no Notice of Appearance has been filed and served on the Prosecution or a Notice of Appearance has been filed and served but discloses no legal representative, the Prosecution brief of evidence and Prosecutor's Statement of Facts are to be served on the Defendant no later than seven days after the date of the First Directions Hearing. The Defendant shall provide an address for service of the brief and associated documents at the First Directions Hearing.

**First Directions Hearing**

8. (i) A matter is to be listed for its First Directions Hearing within **four weeks** of the issue of an Order by the Registrar or the Court.
- (ii) At the First Directions Hearing
  - (a) If the Defendant enters a plea of guilty - the matter will be listed for sentence hearing.
  - (b) If the Defendant enters a plea of not guilty - the matter will be listed for defended hearing.
  - (c) If the Defendant enters no plea and is legally represented, the Court's criminal case conferencing procedure is applied. [**Note:** Criminal Case Conferencing **only** applies where a Defendant is legally represented and **does not apply** to prosecutions commenced pursuant to section 32A of the *Occupational Health and Safety Act 2000*.]
  - (d) If the Defendant is not represented and enters no plea - the matter will be adjourned for **four weeks** and the next listing will be treated as a *first directions hearing*.
  - (e) where the parties have identified that the nature or complexity of the matter is such that the application of the normal case management procedures will not meet the contingencies of the matter, the parties are to draw this to the attention of the Registrar or the Court. The parties are to provide full details of the particular nature or complexity of the matter including estimated length of hearing if the matter was to proceed as a not guilty plea. In appropriate circumstances the matter will be allocated for direct judicial case management and these standard directions may be varied by the judge as seen fit.

**Case Conference Procedure**

9. Criminal case conferencing applies only where a defendant is legally represented.
10. Where the proceedings are referred for criminal case conferencing, the following directions are to be issued:
  - i. A criminal case conference is to be set to take place within 6 weeks;

- ii. At or before the criminal case conference, the Defendant is to put in writing to the Prosecution, any representations, requests or proposals relating to the charges, particulars, Prosecutor's Statement of Facts or other issue related to the proceedings;
  - iii. The Prosecution to respond to any written representations or written request of the Defendant at or within 4 weeks after the criminal case conference;
  - iv. Second Directions Hearing set 6 weeks after the criminal case conference is held;
  - v. Any interlocutory or other application relating to the proceedings is to be made by Notice of Motion and Affidavit and must be filed and served 7 days before the Second Directions Hearing. Motions will be returnable at the Second Directions Hearing.
11. Criminal case conferences are to be held at a venue suitable to the parties. In the Sydney metropolitan area the Court will, on application of the parties, seek to provide a conference room or the like for the purpose of a case conference being conducted.
12. The criminal case conference provides the Defendant with the opportunity to:
- a. indicate the plea to be entered;
  - b. make representations or requests in relation to the charge, particulars of the charge or Prosecutor's Statement of Facts.
  - c. provide details of any interlocutory or other matter to be raised in the proceedings.
- Case conferences are to be conducted on a "without prejudice" basis, that is, no evidence may be adduced during the proceedings of
- (i) any communication made during the course, or for the purposes of, a criminal case conference
  - (ii) any document prepared in connection with a criminal case conference.
13. The parties have liberty to apply during the criminal case conferencing process.

### **Second Directions Hearing**

14. At Second Directions Hearing:
- a. If Defendant enters a plea of guilty - the matter will be listed for sentence hearing.
  - b. If plea of not guilty - the matter will be listed for defended hearing.
  - c. If any interlocutory or other application has been filed - will be listed for hearing as soon as practicable.
  - d. Where no plea is entered and the Defendant or their legal representative satisfies the Registrar or the Court that the interests of justice dictate a further adjournment - the matter will be listed for a Third Directions Hearing before a Judge within four weeks.
15. At the Second Directions Hearing where a plea is entered the parties should be prepared to provide estimates for the length of any hearing (either interlocutory, sentence or defended) and any special requirements or directions required for such hearing (e.g. service of expert reports, requirement for interpreter).

16. To facilitate the requirement of Clause 15 where the Defendant is legally represented, the Defendant's legal representative is to complete and sign a copy of the Court Listing Advice in the form as annexed to this Practice Note.

### **Third Directions Hearing**

17.

- a. At the third Directions Hearing, subject to any order made by the Judge to whom the matter is allocated on an application by the defendant, in the absence of a plea being entered, the matter will be referred for allocation for hearing on the basis of a not guilty plea.
- b. No further adjournments will be allowed except in the most exceptional circumstances and where the interests of justice dictate. Any such application should be made by notice of motion supported by evidence on affidavit.

### **Plea of Guilty entered**

18. (i) Once the Court has allocated a hearing date for the plea of guilty, subject to the hearing date set and subject to sub-paragraph (iii) below the following timetable applies:
- (a) any further evidence to be relied upon by the Prosecution together with a Statement of Facts (agreed if possible) is to be filed and served by the Prosecution no later than six weeks before the date appointed for the hearing of the plea.
  - (b) evidence to be relied upon by the Defendant is to be filed and served no later than three weeks before the date appointed for hearing of the plea.
  - (c) evidence in reply by the Prosecution is to be filed and served no later than one week before the date appointed for hearing of the plea.
- (ii) The above standard directions have been prepared on the basis that specific arrangements or directions have been earlier made in respect of the service of expert evidence between the parties in preparation for the hearing of the plea. In the event that such directions have not been made either the Court or Registrar as appropriate, should be requested by the parties to modify the standard directions to ensure that expert evidence is served in a way that allows each party to obtain instructions on such evidence and, if appropriate, reply to such evidence before the allocated hearing date.
- (iii) Where a party objects to the Judge hearing the plea reading any particular document or class of documents prior to the hearing the Registrar shall be advised in writing of the objection with a copy of the subject letter being sent to the Judge's Associate and the document(s) shall either be returned to the relevant party or placed in the Court file in a sealed envelope.

### **Stream Two Procedure.**

19. Upon an Order being made by the Registrar or the Court, the Prosecution shall forthwith serve on the Defendant the following documentation:
- (i) a Certified Copy of the Order, a copy of the Application for an Order together with any supporting Affidavits.
  - (ii) a blank Notice of Appearance (in the form annexed to this Practice Note).

- (iii) a copy of this Practice Note.
- (iv) an explanatory document advising the Defendant of its obligations to file and serve a Notice of Appearance and the consequences of its failure to appear at the First Directions Hearing or otherwise in the proceedings.

### **First Appearance Date**

- 20. A matter is to be listed for a First Appearance Date within **4 weeks** of the issue of an Order by the Registrar or the Court.
- 21. On the first appearance date a brief order must be made by the Registrar or the Court unless a plea of guilty is entered or the Defendant fails to appear.
- 22. Where the Prosecution brief has been served prior to or on the first appearance date the matter will be adjourned for **not more than six weeks** for reply.
- 23. Where the Prosecution brief has not been served the matter will be adjourned for **not more than eight weeks** (allowing not more than 14 days for service of the brief and not more than six weeks for reply).
- 24. The date to which a matter is adjourned will be known as the **Reply Date**.
- 25. A **Court Listing Advice** in the form annexed to this Practice Note listing the statements contained within the brief is to be served by the Prosecution with the brief.
- 26. The period allowed by the Registrar or the Court for reply is to be utilised by the Defendant and/or legal representatives to consider the evidence and the Prosecution witnesses required for cross-examination.
- 27. All requests for particulars or representations for withdrawal by the Defendant **must** be served on the Prosecution **no later than 14 days** prior to the reply date. Failure to comply with this requirement **will not entitle** the Defendant to an adjournment on the return date.
- 28. Parties are at liberty to restore the matter to the list prior to the Reply Date for a plea of guilty to be entered.

### **Service of the Prosecution Brief**

- 29. Where a Notice of Appearance has been filed and served on the Prosecution by the Defendant's legal representative, the Prosecution brief of evidence is to be served on the Defendant's legal representative in accordance with the instructions for service on the Notice of Appearance filed with the Court within fourteen days.
- 30. Where a Defendant is not represented, the Prosecution's brief of evidence is to be served on the Defendant by
  - a. handing it to the Defendant, or
  - b. by sending it by post or by facsimile to the Defendant's residential address, or

- c. sending it by electronic communication to the Defendant's email address.

### **Reply Date**

31. On the Reply Date the Defendant must enter a plea (where not previously entered).
32. In the event that a plea of not guilty is entered and the Defendant is legally represented, the legal representative of the Defendant is to hand to the Court and to the Prosecutor a completed Court Listing Advice form (refer clause 25).
33. On the Reply Date the Registrar or the Court must
  - a. proceed to allocate a date for hearing of the plea or hear the plea.
  - b. where a plea of not guilty is adhered to or entered, allocate a date for hearing.
  - c. where no plea is entered and the Defendant or their legal representative satisfies the Registrar or the Court that the interests of justice dictate a further adjournment - the matter will be listed for a further Reply Date before a Judge within four weeks.
34. At any second Reply Date
  - a. subject to any order made by the Judge to whom the matter is allocated on an application by the defendant, in the absence of a plea being entered, the matter will be referred for allocation for hearing on the basis of a not guilty plea.
  - b. No further adjournments will be allowed except in the most exceptional circumstances and where the interests of justice dictate. Any such application should be made by notice of motion supported by evidence on affidavit.
35. Where the Defendant fails to appear on the Reply Date the Court may proceed to hear and determine the matter in the absence of the Defendant or the Registrar is to allocate a date for hearing in the absence of the Defendant.

### **Hearing**

36. The following applies only where the Defendant is legally represented
  - a. the Prosecution is required only to call at the hearing those witnesses nominated for cross examination on the Court Listing Advice form. A notation on the Court Listing Advice form by the legal representative of the defendant that a witness is not required to be called for cross examination does not prevent the Prosecution calling that witness in the prosecution case if the prosecutor is of the opinion the witness is required. In these circumstances the Prosecutor should notify the legal representative of the Defendant no later than 7 days prior to the date of the hearing that it will be called the said witness.
  - b. The remainder of the brief of evidence may be tendered by the Prosecutor.

- c. the legal representative of the Defendant is to notify the Prosecutor of any changes in the witnesses nominated for cross-examination **no later** than 14 days prior to the date of hearing.
- d. nothing in this Practice Note operates to make a written statement or any part of a written statement admissible if it is not otherwise admissible.

## General

### Reckoning of Time

37. The provisions of Part 1.11 of the *Uniform Civil Procedure Rules 2005* apply to criminal proceedings.

### Affidavits

38. Subject to any provision of the *Criminal Procedure Act 1986*, the *Industrial Relations Act 1996* or the Act under which the proceedings are brought the following provisions apply in respect of affidavits filed in criminal proceedings:

#### 38.1 Time for swearing

An affidavit for use in any proceedings may be sworn before or after the commencement of the proceedings.

#### 38.2 Form

- (1) An affidavit must be made in the first person.
- (2) The body of an affidavit must be divided into paragraphs numbered consecutively, each paragraph being as far as possible confined to a distinct portion of the subject.
- (3) Where it appears to the person before whom an affidavit is sworn that the deponent is illiterate or blind, the person must certify in or below the jurat that:
  - (a) the affidavit was read in the person's presence to the deponent, and
  - (b) the deponent seemed to understand the affidavit.
- (4) Where an affidavit is made by an illiterate or blind deponent and a certificate in accordance with subrule (3) does not appear on the affidavit, the affidavit may not be used unless the tribunal is satisfied that the affidavit was read to the deponent and that the deponent seemed to understand it.

#### 38.3 Alterations

- (1) Where there is any interlineation, erasure or other alteration in the jurat or body of an affidavit, the affidavit may not be used without the leave of the tribunal unless the person before whom the affidavit is sworn initials the alteration and, in the case of an erasure, re-writes in the margin of the affidavit any word or figures written on the erasure and signs or initials them.

- (2) Subrule (1) applies to an account verified by affidavit as if the account were part of the affidavit.

#### 38.4 Annexures and exhibits

- (1) A document to be used in conjunction with an affidavit must, where convenient, be annexed to the affidavit.
- (2) Where annexure is inconvenient, the document may be made an exhibit to the affidavit.
- (3) An exhibit to an affidavit must be identified by a certificate entitled in the same manner as the affidavit and made by the person before whom the affidavit is sworn.

#### 38.5 Irregularity

An affidavit may, with the leave of the tribunal, be used notwithstanding any irregularity in its form.

#### 38.6 Handing up affidavits

- (1) An affidavit, unless required by or under an Act or by an order of a tribunal, may be filed in the Registry or may be handed up in the course of proceedings.
- (2) An affidavit which has been served must, before it is filed or handed up, bear a note by the person who served the same, indicating the time, place and manner of service, unless the tribunal otherwise directs.

#### 38.7 Service

A party intending to use an affidavit must serve it on each other interested party not later than a reasonable time before the occasion for using it arises.

#### 38.8 Scandal etc

Where there is scandalous, irrelevant or otherwise oppressive matter in an affidavit, a tribunal may order that:

- (a) the matter be struck out, or
- (b) the affidavit be taken off the file.

#### 38.9 Cross-examination

- (1) A party may require the attendance for cross-examination of a person making an affidavit.
- (2) A requirement under subrule (1) must be made to the party serving or proposing to use the affidavit.
- (3) Where the attendance of a person is required under subrule (1), the affidavit may not be used unless the person attends or is dead or the tribunal grants leave to use it.

- (4) Where a person making an affidavit is cross-examined, the party using the affidavit may re-examine the person.

### **Motions**

39. The provisions of Part 18 of the *Uniform Civil Procedure Rules 2005* apply to motions filed in criminal proceedings.

### **Summonses**

40. The provisions of Part 33 of the *Uniform Civil Procedure Rules 2005* apply to

- summonses to give evidence under s 165(3)(b) of the Act and
- summonses for production under s 165(3)(c)

filed in criminal proceedings

Boland *J, President*  
1 February 2010

---

Printed by the authority of the Industrial Registrar.



**Form 37**  
**Notice of Appearance**

**BEFORE THE INDUSTRIAL RELATIONS COMMISSION  
OF NEW SOUTH WALES**

**No.IRC**                      **of 2009**

*(Add Title as required by  
Schedule 1)*

**NOTICE OF APPEARANCE**

**Filed by** *(Name of person,  
corporation, organisation or  
other body filing the document)*

**Contact name** *(Name of person  
conducting the matter)*

**Address**  
**Telephone**  
**Facsimile**  
**DX**  
**Email**

*(and if solicitors or agents are  
acting, add)  
by their agents*

**Name**  
**Address**  
**Telephone**  
**Facsimile**  
**DX**

1. Name
2. Of *(address and occupation)*  
Appears  
*(where it applies add and "submits to the orders of the  
Commission, save as to costs").*
3. Address for service: *(the office of the Defendant's solicitors,  
or as the case may be)*

*(signature)*  
*(Capacity in which signed, eg. Defendant.)*

Filed (dated, *if not filed*): *(date)* 19\_\_.

**IMPORTANT NOTE:**

A copy of this Notice must be served on the prosecutor.

**Service of Brief Directions:**

I hereby consent that the written statements and copies of proposed exhibits  
be served on the defendant's legal representative in this matter by:

1. Facsimile transmission
2. Emailing
3. Posting
4. Leaving it at the legal representatives address

## *COURT LISTING ADVICE*

(IMPORTANT – Where the defendant is represented by a barrister or solicitor a completed and signed copy of this document must be given to the Court and the prosecutor on the return date)

<b>CASE:</b>	v			
<b>REFERENCE NUMBER:</b>				
<b>FOR REPLY:</b>		<b>DATE //</b>		
<b>PNG:</b>	<b>CONFIRMED</b>	<b>WITHDRAWN</b>		
<b>STATEMENT IN BRIEF</b>	<b>WITNESS REQUIRED FOR CROSS- EXAMINATION</b>		<small>IF WITNESS NOT REQUIRED FOR CROSS EXAMINATION IS THE TENDER OF THE STATEMENT CONSENTED TO</small>	
<b>1.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>2.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>3.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>4.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>5.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>6.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>7.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>8.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>9.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>10.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>11.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>12.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>13.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>14.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>15.</b>	<b>YES</b>	<b>NO</b>	<b>YES</b>	<b>NO</b>
<b>ESTIMATED DURATION OF HEARING</b>		<b>HOURS</b>		
<b>NUMBER OF DEFENCE WITNESSES</b>				
<b>IS AN INTERPRETER REQUIRED?</b>		<b>YES</b>	<b>NO</b>	
<b>WHAT LANGUAGE?</b>				
<b>IS CCTV COURT REQUIRED?</b>		<b>YES</b>	<b>NO</b>	
<b>DEFENDANT'S SOLICITOR / COUNSEL SIGNATURE AND NAME</b>				
<b>CONTACT PHONE NUMBER</b>				

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

**PRACTICE NOTE NO. 21**

Issue Date:

1 February 2010

**Disclosure of Experts Reports and Medical and Hospital Reports**Pursuant to Section 185A of the *Industrial Relations Act* 1996 and Section 15 of the *Civil Procedure Act* 2005

1. The Practice Note applies to proceedings
  - in relation to an appeal under section 44 of the *Superannuation Administration Act* 1991, and
  - to any other proceedings in which the Commission or Court may at any time on the application of a party or of its own motion direct that they must apply.
2. This Practice Note shall come into force on 1 February 2010.
3. **Definitions.**

In this Practice Note

- (a) **expert's report** means a statement by an expert in writing which sets out the expert's opinion and the facts on which the opinion is formed and which contains the substance of the expert's evidence which the party serving the statement intends to adduce in chief at the hearing,
- (b) **hospital report** means a statement in writing concerning a patient made by or on behalf of a hospital which the party serving the statement intends to adduce in evidence in chief at the hearing,
- (c) **medical report** means a statement in writing concerning a patient made by or on behalf of a registered medical practitioner which the party serving the statement intends to adduce in evidence in chief at the hearing.

**4. Procedure**

- 4.1 Unless the Commission otherwise orders, in proceedings to which this Practice Note applies, each party in the proceedings must, at least 21 days before the date set down for hearing, serve experts' reports, medical reports and hospital reports on each other party who has an address for service in the proceedings.
- 4.2 An application to the Commission for an order under clause 4.1 (other than an order solely for abridgment or extension of time) may be made without serving notice of the motion.
- 4.3 In proceedings to which this Rule applies, except with the leave of the Commission or by consent of the parties:
  - (a) the oral expert evidence in chief of any expert is not admissible unless that evidence is covered by the expert's report served in accordance with this Practice Note, and
  - (b) neither an expert's report nor a medical or hospital report is admissible when tendered under section 63 or section 64 or section 69 of the *Evidence Act* 1995, unless it has been served in accordance with this Practice Note.
- 4.4 For the purpose of clause 4.3 of this Practice Note, evidence is covered by a report if the report contains the substance of the matters sought to be adduced in evidence.

**5. Expert's report admissible at hearing**

- 5.1 Where an expert's report is served in accordance with this Practice Note or an order is made under clause 4.1, the report is admissible as evidence of the expert's opinion and, where the expert's direct oral evidence of a fact upon which the opinion was formed would be admissible, as evidence of that fact, without further evidence, oral or otherwise.
- 5.2 A party may, unless the Commission otherwise orders, not later than 7 days before the date set down for hearing, require the attendance for cross-examination of the expert.
- 5.3 The parties may not by consent abridge the time fixed by or under clause 5.2
- 5.4 A requirement under clause 5.2 must be made to the party who served the report.
- 5.5 Where the attendance of an expert is required under clause 5.2, the expert's report must not be tendered under section 63 or section 64 or section 69 of the *Evidence Act 1995* or otherwise used unless the person attends or is dead or the Commission grants leave to use it.
- 5.6 Where an expert attends pursuant to a requirement under clause 5.2, the party using the report may re-examine that expert.

**6. Notice under section 67 or section 99 of the *Evidence Act 1995***

- 6.1 Notice for the purposes of section 67 or section 99 of the *Evidence Act 1995* must, unless the Commission otherwise orders, be given:
- (a) in any case where the Commission has by notice to the parties fixed a date for hearing-not later than 21 days before the date fixed by that notice: or
  - (b) in any other case-not later than 21 days before the date on which the Commission determines the date of hearing

Boland *J, President*  
1 February 2010

(4200)

SERIAL C7366

## AGRICULTURAL, PASTORAL OR HORTICULTURAL SOCIETY'S SHOW (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

### VARIATION

1. Delete clause 2, Rates of Pay of the award published 27 October 2000 (319 I.G. 838) and insert in lieu thereof the following:

#### 2. Rates of Pay

- (i) The hourly rates of pay shall be as follows:
    - (a) Employees 21 years of age and over - 140 per cent of the rate prescribed in Item 1, of Table 1, Wages, of Part B Monetary Rates, of the Shop Employees' (State) Award as varied, provided that until further variation the safety net adjustment rate shall be \$872.34 (2009 \$17.00 safety net adjustment rate: \$22.96).
    - (b) Employers 20 years of age - 90 per cent of the safety net adjustment rate prescribed in paragraph (a) hereof. Employees 21 years of age and over - 140 per cent of the rate prescribed in Item 1 of Table 1 - Wages, of Part B, Monetary Rates, of the Shop Employees (State) Award as varied, provided that until further variation the safety net adjustment rate shall be \$785.11 (2009 \$17.00 safety net adjustment rate: \$20.66).
    - (c) Employees 18 and 19 years of age - 80 per cent of the safety net adjustment rate prescribed in paragraph (a) hereof. Employees 21 years of age and over - 140 per cent of the rate prescribed in Item 1 of Table 1 - Wages, of Part B, Monetary Rates, of the Shop Employees (State) Award as varied, provided that until further variation the safety net adjustment rate shall be \$697.87 (2009 \$17.00 safety net adjustment rate: \$18.37).
    - (d) Employees 17 years and under - 60 per cent of the safety net adjustment rate prescribed in paragraph (a) hereof. Employees 21 years of age and over - 140 per cent of the rate prescribed in Item 1 of Table 1 - Wages, of Part B, Monetary Rates, of the Shop Employees (State) Award as varied, provided that until further variation the safety net adjustment rate shall be \$523.40 (2009 \$17.00 safety net adjustment rate: \$13.77).
  - (ii) The rates of pay prescribed in subclause (i) of this clause are loaded to compensate the employees for all such incidents of the employment and are payable for work done at any hour of the day. Such rates are also loaded to include an amount for annual holidays as provided for by the annual *Holidays Act*, 1944.
2. Delete clause 12, Commitment to Absorption and insert in lieu thereof the following:

#### 12. Commitment to Absorption

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

- (i) any equivalent overaward payments, and/or

- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
3. This variation shall take effect on and from 23 March 2010.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

**AWU TRAINING WAGE (STATE) AWARD 2002**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1998 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete subclause (d), of clause 7, Wages, of the award published 5 April 2002 (332. I.G. 522), and insert in lieu thereof the following:
  - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
  
2. Delete paragraph (ii) of subclause (k) of the said clause 7 of the award and insert in lieu thereof the following:
  - (ii) Wage Rates for Certificate IV Traineeships
    - (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A, B, or C as applicable with the addition of 3.8 per cent of that wage rate.
    - (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

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

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

## PART B

### MONETARY RATES

**Table 1 - Weekly Rates - Industry/Skill Level A**

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

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

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

**Table 2 - Weekly Rates - Industry/Skill Level B**

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

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

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

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

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	253.00	279.00	321.00
Plus 1 year out of school	279.00	321.00	362.00
Plus 2 years	321.00	362.00	403.00
Plus 3 years	362.00	403.00	451.00
Plus 4 years	403.00	451.00	451.00
Plus 5 years or more	451.00	451.00	451.00



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

**Table 4 - School-Based Traineeships**

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Skill Levels A, B and C	253.00	279.00

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

**Table 5 - Hourly Rates for Trainees who Have Left School**

Skill Level A	Year 10	Year 11	Year 12
School leaver	8.34	9.18	11.01
Plus 1 year after leaving school	9.18	11.01	12.80
Plus 2 years	11.01	12.80	14.92
Plus 3 years	12.80	14.92	17.05
Plus 4 years	14.92	17.05	17.05
Plus 5 years or more	17.05	17.05	17.05
<b>Skill Level B</b>			
School leaver	8.34	9.18	10.66
Plus 1 year after leaving school	9.18	10.66	12.27
Plus 2 years	10.66	12.27	14.42
Plus 3 years	12.27	14.42	16.42
Plus 4 years	14.42	16.42	16.42
Plus 5 years or more	16.42	16.42	16.42
<b>Skill Level C</b>			
School leaver	8.34	9.18	10.55
Plus 1 year after leaving school	9.18	10.55	11.88
Plus 2 years	10.55	11.88	13.26
Plus 3 years	11.88	13.26	14.84
Plus 4 years	13.26	14.84	14.84
Plus 5 years or more	14.84	14.84	14.84

**Table 6 - Hourly Rates for School-Based Traineeships**

	Year of Schooling	
	Year 11 \$	Year 12 \$
Skills levels A, B and C	8.34	9.18

4. This variation shall take effect from the first full pay period to commence on or after 31 December 2010.

E. A. R. BISHOP, Commissioner

**BRICK AND PAVER INDUSTRY (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete subclause 5.2.1 of clause 5.2, Wages, of Part 5, Wages and Related Matters, of the award published 1 September 2000 (318 I.G. 236) and insert in lieu there of the following:

## 5.2.1 State Wage Case Adjustments

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

- (a) any equivalent over-award payments and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

State Wage Case	Increase \$	Allowances %
May 2000	15.00	3.1
May 2001	13.00/15.00	3.0
May 2002	18.00	3.5
May 2003	17.00	3.2
June 2004	19.00	3.5
June 2005	17.00	3.0
June 2006	20.00	4.0
June 2007	20.00	4.0
June 2008	4.0%	4.0
July 2009	2.8%	2.8

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

**PART B****MONETARY PAYMENTS**

Table 1 - Wages

- (a) Automated and Semi-automated Yards:

Classification	Award Rate Per Week \$	Safety Net Adjustment %	Total Per Week \$
Division A	580.90	2.8	597.20
Division B	598.50	2.8	615.30
Division C	612.00	2.8	629.10
Division D	627.60	2.8	645.20
Division E	653.50	2.8	671.80

## (b) Manually Operated Yards:

Classification	Award Rate Per Week \$	Safety Net Adjustment %	Total Per Week \$
Division A	580.90	2.8	597.20
Division B	594.20	2.8	610.80
Division C	598.50	2.8	615.30
Division D	612.00	2.8	629.10
Division E	653.50	2.8	671.80

**Table 2 - Other Rates And Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	5.1.3	Leading Hand	34.22 per week
2	6.3.3	Meal allowance	9.35, then 7.73 for each subsequent meal
3	5.5.2(a)	Shift allowance - rotating day-afternoon, day-night, day-afternoon-night shift	8.51 per shift
4	5.5.2(b)	Shift allowance - rotating afternoon-night or permanent afternoon shift	12.66 per shift
5	5.5.2(c)	Shift allowance - permanent night shift	25.09 per shift
6	5.6.1	Piecework	2.37 per day
7	5.6.6	Hand Setting - Intermittent Fired Kilns - Standard Bricks	0.43 per thousand
		Hand Setting - Intermittent Fired Kilns - Outsize Bricks	0.91 per thousand
8	5.6.6	Hand Setting - Standard Face Bricks - Outsize Bricks	0.46 per thousand 0.75 per thousand
9	4.6.3	Attending - 3 Oil Fired Kilns	11.85 per shift or part thereof
		- 4 Oil Fired Kilns	27.12 per shift or part thereof
10	4.7.6	Stacking Bricks - up to 9 metres from wicket	2.98 per thousand
		- more than 9 metres from wicket	0.95 per thousand for each further 9 metres or part thereof
		- Classers - more than 37 metres from wicket	1.79 per thousand, then 1.17 for each additional 9 metres
11	5.5.3	Travel allowance	3.70 per day
12	5.5.4	Manganese Dioxide - handling	0.58 per hour
13	5.5.5	First-aid	2.20 per day

3. This variation shall take effect from the first full pay period commencing on or after 17 January 2010.

E. A. R. BISHOP, Commissioner

(1014)

SERIAL C7401

## BROKEN HILL COMMERCE AND INDUSTRY CONSENT AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C7232 published 27 November 2009

(369 I.G. 673)

(No. IRC 1190 of 2009)

### CORRECTION

1. For the first table appearing in the Furnishing Trades Wages Schedule in the Furnishing Trades section substitute the following table:

Furnishing	Weekly rate \$	Part time \$	Casual \$
Tradesperson / Journeyman	691.49	18.20	20.93
Other adult employees as defined engaged in:			
Soft furnishings, etc. - cutting	669.19	17.61	20.25
Soft furnishing fixing, measuring	654.95	17.24	19.83
Making etc. window blinds other than venetian blinds	643.11	16.92	19.46
Adult employees other than tradesperson/Journeyman			
First year of experience	591.94	15.57	17.92
Second year of experience	614.95	16.18	18.61
Thereafter	635.36	16.72	19.22

G. M. GRIMSON *Industrial Registrar.*

---

Printed by the authority of the Industrial Registrar.

## BUILDING INDUSTRY - CONTRACT FLOOR LAYER MINIMUM RATE ORDER AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

### VARIATION

1. Delete clause 2, Rates of Payment, of the award published 29 April 2005 (350 I.G. 559), and insert in lieu thereof the following:

#### 2. Rates of Payment

##### Schedule of Commercial Rates

	\$
Daily Minimum Charge	150.51
Hourly Rate	40.72
Fixing Rates	
Vinyl Tiles 20-49m <sup>2</sup>	7.05
50-100m <sup>2</sup>	5.63
100-249m <sup>2</sup>	4.22
250 and over	3.04
Sheet Vinyl (incl. Welding)	
20-49m <sup>2</sup>	7.98
50-249m <sup>2</sup>	5.47
250 and over	4.88
For Safety Vinyl and Corlon	1.76
For Safety Vinyl over 3mm	2.68
For Linoleum	2.68
Hardboard Underlay (including supply of staples by contractor)	
20-49m <sup>2</sup>	7.52
50m <sup>2</sup> and over	5.16
Restaple Hardboard m <sup>2</sup>	2.17
Hardboard Underlay on pineboard	
M2 Additional Rate	0.77
Decorative Tiles - VT rate + 50%	
Decorative Tiles - Boarders and squares - Decorative Tile + 50%	
Cork Tile - laying out m <sup>2</sup>	9.46
PVC nosing Lin Metre	4.77
Aluminium Nosing to Timber per lm	6.46
Aluminium Nosing to Concrete per lm	10.97
Stair Treads per lm	5.82
Stair Risers per lm	5.82
Treads and Risers covered per lm	10.97
Ripple trims to timber per lm	3.23
Ripple trims to concrete per lm	5.82
100mm skirting per lm	2.53
150mm skirting per lm	3.16
100mm flat skirting over carpet or smoothed edge - per lm	3.31

150mm flat skirting over carpet or smoothedge - per lm	3.71
Reducing and capping strip - per lm	2.87
Preform cove - per lm	2.20
Stringer to walls per lm	4.99
Stringer to stairs per lm	13.23
Cementuous skim coat 1mm	2.37
Smoothing compound (k15/k10)	2.87
Above two items include priming and sanding	
Cement based primer	2.34
Two pack primer	0.77
Grinding concrete - hourly rate	39.78
Acid etch etc - hourly rate	39.78
Fill expansion joints - hourly rate	39.78
Raking and cutting included in rates	
Cover sheet vinyl up to 100mm height per lm	5.82
Cover sheet vinyl over 100mm height per lm	6.46
Rubber tiles m2	10.90
Sheet Vinyl to walls (incl. Welding)	14.04
Bulletin Board m2	18.75
Take Ups	
Take up loose lay m2	1.80
Take up stuck m2	5.52
Take up PVA mr	9.12
Take up hardboard and coverings including removal of staples m2	
Take up stair tread nosing (PVC) - per lm	1.47
Take up stair tread nosing (Alum) - per lm	5.52
Bar Tops	45.48
Fares/Travel	
Travelling time outside metropolitan area per hour	33.77
Accommodation per day	107.94
Travelling per km return	1.01
Moving Furniture - Hourly Rate	39.78
Cancellation Fee	48.16

#### SCHEDULE OF DOMESTIC FIXING RATES

Minimum Charge	\$
183cm x 2m vinyls (except inlaid) - 1m	20.35
183cm inlaid vinyl (if layer supplies template paper - 1m	24.01
274cm vinyl - 1m	27.15
366cm x 4m vinyl - 1m	32.43
Daytile with border and squares m2	14.63
Vinyl tiles m2	11.36
Hardboard m2	8.13
K10 and Ardit (labour only) m2	3.04
PVA (labour only) m2	12.01
Additional rate for stairs in addition to rate per metre - per stair	5.37
Cove skirting - 1m	4.81
Preform fillet - 1m	3.04
TAKE UPS:	22.58
Loose laid material per room	
Stuck down including hardboard m2	11.81
Direct to subfloor m2	15.67
Electrical appliances, removal and replace - per appliance	7.80

MINIMUM CHARGES (labour only) PVA:	
Laundry	147.07
Bathroom	147.07
Other areas (of total job etc)	84.03
Ardit Z8	84.03
Mastick K10	84.03
ACCESSORIES, TRIM ETC.	
Small - 1m	3.40
Large - 1m	3.23
To supply adhesive m2	1.09
CANCELLATION CHARGE: travel time to & from employers premises to site at hourly rate	
SERVICE CHARGE: If layer has to return to site to carry out rectification not own fault - hourly rate plus the service charge shown	48.16

2. Delete the amount of "\$39.15" appearing in paragraph 4.1(a), of clause 4, Compensation for Travel Patterns, Mobility Requirements of Contract Floor Layers and the Nature of Engagement in the Construction Work Covered by this Award, and insert in lieu thereof the following:
 

"\$41.85"
3. Delete amount of "\$103.79" appearing in subclause 5.1 of clause 5, Living Away from Home - Distant Work, and insert in lieu thereof the following:
 

"\$105.97"
4. Delete subclause 7.3 of clause 7, Adjustment of Rates, and insert in lieu thereof the following:
 

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

any equivalent overaward payments, and/or

award wage increases since May 1991 other than safety net, State Wage Case and minimum rates adjustments.
5. Delete the amount of "\$46.85" appearing in subclause 10.2 of clause 10, Rectification Work, and insert in lieu thereof the following:
 

"\$48.72"
6. This variation shall take effect from the beginning of the first pay period to commence on or after 23 December 2009.

E. A. R. BISHOP, Commissioner

(066)

SERIAL C7441

## BUILDING INDUSTRY - CONTRACT FLOOR LAYER MINIMUM RATE ORDER AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

### VARIATION

1. Delete clause 2, Rates of Payment, of the award published 29 April 2005 (350 I.G. 559), and insert in lieu thereof the following:

#### 2. Rates of Payment

##### Schedule of Commercial Rates

	\$
Daily Minimum Charge	154.72
Hourly Rate	41.86
Fixing Rates	
Vinyl Tiles 20-49m <sup>2</sup>	7.25
50-100m <sup>2</sup>	5.79
100-249m <sup>2</sup>	4.34
250 and over	3.13
Sheet Vinyl (incl. Welding)	
20-49m <sup>2</sup>	8.20
50-249m <sup>2</sup>	5.62
250 and over	5.02
For Safety Vinyl and Corlon	1.81
For Safety Vinyl over 3mm	2.76
For Linoleum	2.76
Hardboard Underlay (including supply of staples by contractor)	
20-49m <sup>2</sup>	7.73
50m <sup>2</sup> and over	5.30
Restaple Hardboard m <sup>2</sup>	2.23
Hardboard Underlay on pineboard	
M2 Additional Rate	0.79
Decorative Tiles - VT rate + 50%	
Decorative Tiles - Borders and squares - Decorative Tile + 50%	
Cork Tile - laying out m <sup>2</sup>	9.72
PVC nosing Lin Metre	4.90
Aluminium Nosing to Timber per lm	6.64
Aluminium Nosing to Concrete per lm	11.28
Stair Treads per lm	5.98
Stair Risers per lm	5.98
Treads and Risers covered per lm	11.28
Ripple trims to timber per lm	3.32
Ripple trims to concrete per lm	5.98
100mm skirting per lm	2.60
150mm skirting per lm	3.25
100mm flat skirting over carpet or smoothed edge - per lm	3.40



150mm flat skirting over carpet or smoothedge - per lm	3.81
Reducing and capping strip - per lm	2.95
Preform cove - per lm	2.26
Stringer to walls per lm	5.13
Stringer to stairs per lm	13.60
Cementuous skim coat 1mm	2.44
Smoothing compound (k15/k10)	2.95
Above two items include priming and sanding	
Cement based primer	2.41
Two pack primer	0.79
Grinding concrete - hourly rate	40.89
Acid etch etc - hourly rate	40.89
Fill expansion joints - hourly rate	40.89
Raking and cutting included in rates	
Cover sheet vinyl up to 100mm height per lm	5.98
Cover sheet vinyl over 100mm height per lm	6.64
Rubber tiles m2	11.21
Sheet Vinyl to walls (incl. Welding)	14.43
Bulletin Board m2	19.28
Take Ups	
Take up loose lay m2	1.85
Take up stuck m2	5.67
Take up PVA mr	9.38
Take up hardboard and coverings including removal of staples m2	
Take up stair tread nosing (PVC) - per lm	1.51
Take up stair tread nosing (Alum) - per lm	5.67
Bar Tops	46.75
Fares/Travel	
Travelling time outside metropolitan area per hour	34.72
Accommodation per day	110.53
Travelling per km return	1.03
Moving Furniture - Hourly Rate	40.89
Cancellation Fee	49.51

#### SCHEDULE OF DOMESTIC FIXING RATES

Minimum Charge	\$
183cm x 2m vinyls (except inlaid) - 1m	20.92
183cm inlaid vinyl (if layer supplies template paper - 1m	24.68
274cm vinyl - 1m	27.91
366cm x 4m vinyl - 1m	33.34
Daytile with border and squares m2	15.04
Vinyl tiles m2	11.68
Hardboard m2	8.36
K10 and Ardit (labour only) m2	3.13
PVA (labour only) m2	12.35
Additional rate for stairs in addition to rate per metre - per stair	5.52
Cove skirting - 1m	4.94
Preform fillet - 1m	3.13
TAKE UPS:	23.21
Loose laid material per room	
Stuck down including hardboard m2	12.14
Direct to subfloor m2	16.11
Electrical appliances, removal and replace - per appliance	8.02

MINIMUM CHARGES (labour only) PVA:	
Laundry	151.19
Bathroom	151.19
Other areas (of total job etc)	86.38
Ardit Z8	86.38
Mastick K10	86.38
ACCESSORIES, TRIM ETC.	
Small - 1m	3.50
Large - 1m	3.32
To supply adhesive m2	1.12
CANCELLATION CHARGE: travel time to & from employers premises to site at hourly rate	-
SERVICE CHARGE: If layer has to return to site to carry out rectification not own fault - hourly rate plus the service charge shown	49.51

2. Delete subclause 7.3 of clause 7, Adjustment of Rates, and insert in lieu thereof the following:

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

any equivalent overaward payments, and/or

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

3. Delete the amount of "48.72" appearing in subclause 10.2 of clause 10, Rectification Work, and insert in lieu thereof the following:

"50.09"

4. This variation shall take effect from the beginning of the first pay period to commence on or after 23 December 2010.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

(099)

SERIAL C7369

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Funeral and Allied Industries Union of New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 2054 of 2009)

Before Commissioner Bishop

23 December 2009

### VARIATION

1. Delete subclause (i) of clause 6, Wages, of the award published 27 February 2009 (367 I.G. 190), and insert in lieu thereof the following:

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

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

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

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

### PART B

#### MONETARY RATES

**Table 1 - Wages**

Classification	New Base Rate as at 2009 SWC \$	New Hourly Rate as at SWC 2009 \$
General Hand	671.00	17.66
5 yrs	683.70	17.99
10 yrs	696.30	18.32
15 yrs	709.00	18.66
Grave Digger	700.40	18.43
5 yrs	713.80	18.78
10 yrs	727.20	19.14
15 yrs	740.60	19.49
Transformer Hand	696.20	18.32
5 yrs	709.50	18.67
10 yrs	722.80	19.02
15 yrs	736.10	19.37

**Table 2 - Allowances**

Clause. No	Brief Description	Amount as at 2009 SWC \$
6(iv)	Body has been buried for 14 days or less	67.73 p.w.
6(iv)	>14 days but < 7 yrs and has been artificially embalmed	81.24 p.w.
6(iv)	>14 days but < 7 yrs and has not been artificially embalmed	135.48 p.w.
6(iv)	Body buried > 7 yrs	67.73 p.w.
8	Leading Hand	33.35 p.w.
11(i)	Meal Allowance	11.86 p.w.
11(ii)	Meal Allowance	7.35 p.w.
25	First Aid	9.13 p.w.

3. This variation shall take effect from the beginning of the first pay period to commence on or after 3 October 2010.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

**CHEMICAL WORKERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete subclause (iii) of clause 3, Wages, of the award published 2 May 2008 (365 I.G. 757), and insert in lieu thereof the following:
  - (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (a) any equivalent overaward payments; and/ or
    - (b) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B - Monetary Rates, and insert in lieu thereof the following:

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

Classification	Current Amount \$	SWC 2009 Adjustment \$	SWC 2009 Amount \$
Chemical Plant Operator - Class One (100%)	642.90	18.00	660.90
Class Two (92.4%)	607.90	17.02	624.90
Class Three (89.9%)	597.10	16.72	613.80
Materials Attendant - Class One (92.4%)	607.90	17.02	624.90
Class Two (89.9%)	597.10	16.72	613.80
General Labourer (86%)	580.10	16.24	596.30
Forklift Operator (89.9%)	597.10	16.72	613.80

Juniors:	Percentage of total wage for adult general Labourer per week %
Under 16 years of age	44
At 16 years of age	53
At 17 years of age	61
At 18 years of age	70
At 19 years of age	79
At 20 years of age	88

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Current Amount \$	SWC 2009 Amount \$
1	4(i)	Leading Hand	25.60	26.30
2	4(ii)	Cleaning inside tank or still	1.40 per hour	1.40 per hour
3	9(iii)(a)	Meal allowance	11.70	12.35
4	9(iii)(a)	Meal allowance - second meal	11.70	1235
5	20(ii)	Duties of first-aid person	1.90 per day	2.00 per day

"Note": These allowances are contemporary for expense related allowances as at 30 March 2009 and for work related allowances are inclusive of adjustment in accordance with the State Wage Case 2009 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 15 July 2010.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

**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 1904 of 2009)

Before Commissioner Bishop

23 December 2009

**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 2009. These adjustments may be offset against:

(A) any equivalent overaward payments, and/or

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

2. Delete 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	580.00
V2	599.60
V3	623.70
V4	646.10
V5	662.90
V6	662.80
V7	663.70
V8	663.60
V9	689.00
V10	709.00

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	28.53 per week
	4(a)(ii)	Leading hand allowance - More than 10 but not more than 20 employees	42.82 per week
	4(a)(iii)	Leading hand allowance - more than 20 employees	53.71 per week
2	17	Meal Money	10.90 per meal
3	18(a)(i)	Confined Places Allowance	0.61 per hour

4	18(a)(ii)	Thermo welding of Vinyl Linoleum	0.46 per hour
5	18(b)(i)	Dirty Work Allowance	0.47 per hour
6	18(b)(ii)	Dirty Work Allowance - Minimum Payment	1.84 per day
7	18(c)	Height Money Allowance	0.35 per hour
8	18(d)(i)(1)	Hot Place between 46 and 54° Celsius	0.47 per hour
9	18(d)(i)(2)	Hot Place exceeding 54° Celsius	0.81 per hour
10	18(e)	Glass or Slag Wool Allowance	0.62 per hour
11	18(f)(i)	Fibreglass Work	0.33 per hour
12	18(f)(ii)(1)	Fibreglass Work - Minimum Payment second half of day or shift	1.21 per day
13	18(f)(ii)(2)	Fibreglass Work - Minimum Payment first half of day or shift	2.40 per day
14	18(g)	Livestock Transport - working on	0.47 per hour
15	18(h)(i)	First-aid Qualifications	13.28 per week
16	18(i)	Airline Hood/Respirator Allowance	0.61 per hour
17	18(j)	Fire Squad Allowance	13.32 per week
18	18(k)	Building Maintenance Allowance	0.65 per hour
19	20(i)	Carriage Builders' Tool Allowance	18.71 per week
20	20(ii)	Tradesperson's Tool Allowance	13.24 per week

4. This variation shall take effect from the beginning of the first pay period to commence on or after 23 December 2009.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.



## COACHMAKERS, &c., ROAD AND PERAMBULATOR MANUFACTURERS (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 1905 of 2009)

Before Commissioner Bishop

23 December 2009

### VARIATION

1. Delete subclause (f) of clause Wage Rates - Adults, of the award published 29 August 2008 (366 I.G. 406) and insert in lieu thereof the following:
  - (f) The rates of pay in this Award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

### PART B

#### MONETARY RATES

**Table 1 - Wages**

All adult employees of a classification specified herein employed in any of the Industries or section thereof to which this award applies shall, except as otherwise specified, be paid the rate specified in this table.

Wage Group Level	Total Award Wage Rate \$
1	568.20
2	578.50
3	602.50
4	624.90
5	660.90
6	660.90
7	660.90

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	5(c)	Leading Hand allowance - Not less than 3 and not more than 10 employees	28.90 per week
2	5(c)	Leading Hand - More than 10 but not more than 20 employees	43.60 per week

3	5(c)	Leading Hand - More than 20 employees	55.60 per week
4	5(d)	Inspectors	27.12 per week
5	5(e)	Own hand tools allowance	12.94 per week
6	9(a)	Confined space allowance	0.64 per hour
7	9(b)(i)	Dirty work allowance	0.50 per week
8	9(b)(ii)	Dirty work rates - minimum payment	1.98 per day or shift
9	9(c)	Height money allowance	0.37 per hour
10	9(d)(i)(1)	Hot places allowance - temperature raised to 35° Celsius to 55° Celsius.	0.50 per hour
11	9(d)(i)(2)	Hot places allowance - temperature exceeds 55° Celsius	0.63 per hour
12	9(e)(i)	Handling glass or slag wool	0.62 per hour
13	9(e)(ii)(1)	Fibreglass work	0.50 per hour
14	9(e)(ii)(2)	Disability rate - second half of the day, per day or shift	2.04
14A	9(e)(ii)(2)	Disability rate - first half of the day or shift	4.08
15	9(f)	Drivers handling garbage allowance	0.50 per hour
16	9(g)	Livestock transport allowance	0.50 per hour
17	9(h)(i)	First-aid qualifications allowance	13.29 per week
18	15(h)	Overtime meal allowance	11.30 per meal
19	24(f)(ii)	Travelling time meal allowance	11.30 per meal

**Table 3 - Weekly Rates - Skill Level A**

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

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

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 per cent.

**Table 4 - Weekly Rates Skill Level B**

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

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

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 per cent.

**Table 5 - Weekly Rates Skill Level C**

Skill Level C: Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

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

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 per cent.

3. This variation shall take effect from the first full pay period to commence on or after 23 December 2009.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

**CONFECTIONERS (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 1902 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete subclause (e) of clause 10, Wages, of the award published 29 August 2008 (366 I.G. 465), and insert in lieu thereof the following:
  - (e) The rates of pay in this Award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete table (i), Adult Employees of Table 1 - Rates of Pay, and Table 2 - Other Rates and Allowances, of Part B, Monetary Rates and insert in lieu thereof the following:

**Table 1 - Rates of Pay**

- (i) Adult Employees -

Level	Total Rate Per Week \$
Level 5	568.20
Level 4	568.20
Level 3	578.50
Level 2	609.70
Level 1	627.60

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	12	First-Aid Allowance	11.22 per week
2	12	Heat Allowance - In excess of 46° Celsius In excess of 56° Celsius	0.37 per hour 0.47 per hour
3	8	Meal Allowance	10.32 per week
4	24	Laundry Allowance	2.82 per week

3. This variation shall come into effect on and from the first pay period to commence on or after 23 December 2009.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

**CONFECTIONERS (STATE) TRAINING WAGE AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete subclause (d) of clause 7, Wages of the award published 2 May 2008 (365 I.G. 800) and insert in lieu thereof the following:
  - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (i) any equivalent overaward payments; and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Weekly Rates - Industry/Skill Level A**

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

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

**Table 2 - Weekly Rates - Industry/Skill Level B**

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

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

Plus 3 years	373.00	438.00	500.00
Plus 4 years	438.00	500.00	500.00
Plus 5 years or more	500.00	500.00	500.00

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

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

Where the accredited training course and work performed are for the purpose of generative skills which have been defined for work at Skills Level C.

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

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

**Table 4 - School Based Traineeships**

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based traineeships skill levels - A, B and C	253.00	279.00

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

**Table 5 - Hourly Rates for Trainees Who Have Left School**

SKILL LEVEL A	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	8.34	9.18	11.00
Plus 1 year out of school	9.18	11.01	12.80
Plus 2 years	11.01	12.80	14.92
Plus 3 years	12.80	14.92	17.05
Plus 4 years	14.92	17.05	17.05
Plus 5 years or more	17.05	17.05	17.05
<b>SKILL LEVEL B</b>			
School Leaver	8.34	9.18	10.66
Plus 1 year out of school	9.18	10.66	12.27
Plus 2 years	10.66	12.27	14.42
Plus 3 years	12.27	14.42	16.42
Plus 4 years	14.42	16.42	16.42
Plus 5 years or more	16.42	16.42	16.42
<b>SKILL LEVEL C</b>			
School Leaver	8.34	9.18	10.55
Plus 1 year out of school	9.18	10.55	11.88

Plus 2 years	10.55	11.88	13.26
Plus 3 years	11.88	13.26	14.84
Plus 4 years	13.26	14.84	14.84
Plus 5 years or more	14.84	14.84	14.84

**Table 6 - Hourly Rates for School-Based Traineeships**

	Year of Schooling	
	Year 11 \$	Year 12 \$
Skill Levels - A, B and C	8.34	9.18

3. This variation shall take effect from the first full pay period commencing on or after 1 June 2010.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.



## **CROWN EMPLOYEES (CORRECTIVE SERVICES NSW - SAFE STAFFING LEVELS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1201 of 2009)

Before The Honourable Justice Boland, President  
The Honourable Justice Walton, Vice-President  
The Honourable Justice Marks

24 November 2009

### **AWARD**

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

- (a) This award shall apply to Corrective Services NSW, the PSA and employees covered by the *Crown Employees (Correctional Officers, Department of Corrective Services) Award*.
- (b) This award shall take effect on and from 24 November 2009 and shall remain in effect thereafter for a period of three years.

#### **2. Definitions**

"CSNSW" shall mean Corrective Services NSW.

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

#### **3. Safe Staffing Levels**

- (a) Each correctional centre operated by CSNSW shall have a management plan identifying safe procedures for the operation of the centre.
- (b) Each such management plan shall include:
  - (i) the staff establishment, maximum inmate number and classification;
  - (ii) the inmate number and classification by wing/unit/pod (and any other operational area) and the post structure for that wing/unit/pod (and any other operational area).
- (c) Variations to 3(b)(ii) above are subject to local consultation if temporary.
- (d) Permanent variations to management plans shall be the subject of consultation as required by Schedule A of the *Crown Employees (Correctional Officers, Department of Corrective Services) Award* ("the Agreed Procedures").
- (e) Any dispute arising out of consultation concerning temporary or permanent variations to management plans shall be resolved under the Agreed Procedures.
- (f) The parties acknowledge that there is no intention to staff wings/units/pods that are empty.

#### 4. Anti-Discrimination

See clause 27 of the *Crown Employees (Correctional Officers, Department of Corrective Services) Award*.

#### 5. Grievance and Disputes Settling Procedure

In the event that any dispute or grievance arises in relation to any matter in this Award, the CSNSW, the PSA and employees shall comply with the procedures in Schedule A Agreed Procedures for Settlement of Grievances and Disputes of the *Crown Employees (Correctional Officers, Department of Corrective Services) Award*.

R. P. BOLAND *J, President.*  
M. J. WALTON *J, Vice-President.*  
F. MARKS *J.*

---

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (COURT OFFICERS ATTORNEY GENERAL'S  
DEPARTMENT) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 712 of 2008)

Before The Honourable Justice Kavanagh

11 December 2009

**ORDER OF RESCISSION**

The Industrial Relations Commission of New South Wales orders that the Crown Employees (Court Officers Attorney General's Department) Award published 10 June 2005 (351 I.G. 687) as varied, be rescinded on and from 11 December 2009.

T. M. KAVANAGH J

---

Printed by the authority of the Industrial Registrar.

## **CROWN EMPLOYEES (NSW FIRE BRIGADES PERMANENT FIREFIGHTING STAFF) AWARD 2008**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Crown Solicitor's Office.

(No. IRC 788 of 2009)

Before The Honourable Justice Walton, Vice-President  
The Honourable Justice Kavanagh  
Mr Deputy President Grayson

16 December 2009

### **VARIATION**

1. Delete subclause 13.3 Recruit Firefighter to Firefighter Level 1, of clause 13, Progression and Promotion Provisions of the award published 27 March 2009 (367 I.G. 585), and insert in lieu thereof the following:

Recruit Firefighter to Firefighter Level 1

- 13.3 Recruit Firefighters shall be on probation until they have progressed to Firefighter Level 1, or for a period of six months, whichever is the lesser. Progression from Recruit Firefighter to Firefighter Level 1 shall be subject to the satisfactory completion of the training and/or training competencies undertaken at the NSW Fire Brigades Training College and specified, by the Commissioner on the advice of the Training Review Committee, for progression to Firefighter Level 1.

2. Delete subclause 13.4 Firefighter Level 1 to Firefighter Level 2, of clause 13, and insert in lieu thereof the following:

Firefighter Level 1 to Firefighter Level 2

- 13.4 Progression from Firefighter Level 1 to Firefighter Level 2 shall be subject to twenty four (24) months service from the date of commencement as a Recruit Firefighter and to the satisfactory completion of the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for progression to Firefighter Level 2.

3. Delete subclause 13.5 Firefighter Level 2 to Qualified Firefighter, of clause 13, and insert in lieu thereof the following:

Firefighter Level 2 to Qualified Firefighter

13.5

13.5.1 Progression from Firefighter Level 2 to Qualified Firefighter shall be subject to thirty six (36) months service from the date of commencement as a Recruit Firefighter and to the satisfactory completion of the training and/or training competencies specified, by the Commissioner on the advice of the Training Review Committee, for progression to Qualified Firefighter.

13.5.2 For Recruit Firefighters employed on or after 1 January 2010 progression from Firefighter Level 2 to Qualified Firefighter shall be subject to the attainment of Certificate III Public Safety (Firefighting and Emergency Operations) and to the satisfactory completion of the training and/or training competencies specified by the Commissioner on the advice of the Training Review Committee, for progression to Qualified Firefighter.

4. This variation shall take effect on and from 8 December 2009.

M. J. WALTON *J, Vice-President.*  
T. M. KAVANAGH *J.*  
J. P. GRAYSON *D.P.*

---

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (POLICE OFFICERS - 2009) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Commissioner of Police.

(No. IRC 1173 of 2009)

Before The Honourable Justice Boland, President

15 December 2009

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

Clause No.	Subject Matter
1.	Arrangement
	Section 1 - General
2.	No Further Claims
3.	Definitions
4.	Commitment to Professional and Ethical Conduct
5.	Anti-Discrimination
6.	Inspection of Award
7.	Existing Privileges
8.	Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
9.	Top-up Supplementation of Workers' Compensation
10.	Deduction of Police Association of New South Wales Membership Fees
11.	Travelling Allowances
12.	Provision of Quarters
13.	Remote Area - Living Allowances
14.	Part Time Employment
15.	Local Arrangements
	Section 2 - Leave
16.	Leave Generally
17.	Applications for Leave
18.	Annual Leave
19.	Purchased Leave
20.	Extended Leave
21.	Sick Leave
22.	Sick Leave to Care for a Family Member
23.	Maternity Leave
24.	Parental Leave
25.	Adoption Leave
26.	Right to Request Additional Maternity, Parental or Adoption Leave
27.	Communication During Maternity, Parental or Adoption Leave
28.	Accrual of Leave While On Maternity, Parental or Adoption Leave

29. Incremental Progression While On Maternity Leave, Adoption Leave or Parental Leave
30. Family and Community Service Leave
31. Leave Without Pay
32. Military Leave
33. Special Leave

#### Section 3 - Association Activities

34. Association Activities Regarded as Special Leave
35. Association Activities Regarded as on Duty
36. Association Training Courses

#### Section 4 - Non-Commissioned Officers

37. Salaries (Other than Detectives)
38. Salaries (Detectives)
39. Loading
40. Leading Senior Constables
41. Special Duties Allowance
42. Professional/Academic Qualification Allowance
43. On Call Allowances
44. Hours of Duty
45. Shift Allowance
46. Meals
47. Overtime
48. Recall to Duty
49. Court Attendance Between Shifts
50. Lockup Keepers' or Sole Detective's Recall
51. On Call Detectives Recall
52. On Call Telephone Recall (Other Than Detectives)
53. Penalty Provisions Not Cumulative
54. Travelling Time
55. Time in Lieu of Payment of Travelling Time and Overtime
56. Relieving Duty
57. Public Holidays
58. Competency Based Incremental Progression
59. Provision of Uniform
60. Air Travel
61. Lockers
62. Work of a Menial Nature

#### Section 5 - Commissioned Officers

63. Salaries
64. Hours of Duty
65. Fixed Term Appointment
66. Non Renewal Benefit
67. Competency Based Incremental Progression
68. Relieving Duty
69. Travelling Time

#### Section 6 - Disputes/Grievance Settlement Procedure

70. Disputes/Grievance Settlement Procedure

#### Section 7 - Transferred Officers Entitlements & Compensation

71. Definitions
72. Eligibility for Entitlements Under this Section
73. Officers Appointed Under Section 66A & 67 of the Police Act
74. Special Remote Locations
75. Notice of Transfer
76. Transfer Leave
77. Cost of Temporary Accommodation
78. Excess Rent Assistance
79. Removal Costs
80. Storage of Furniture
81. Cost of Personal Transport
82. Compensation For Depreciation and Disturbance
83. Education of Children
84. Conveyancing and Other Costs
85. Refund of Stamp Duty, Registration of Transfer and Mortgage Fees
86. Incidental Costs Upon Change of Residence
87. Relocation On Retirement
88. Existing Benefits

#### Section 8 -Leave Reserved

89. Leave Reserved

#### Section 9 - Area, Incidence and Duration

90. Area, Incidence and Duration
91. Transition from eight (8) hour break to ten (10) hour break.
92. Transition arrangements for Transferred Officers under Section 7

### PART B

#### MONETARY RATES

- Table 1 - Non-Commissioned Officers' (Other than Detectives) Salaries
- Table 2 - Detectives' Salaries
- Table 3 - Commissioned Officers' Salaries
- Table 4 - Travelling Allowance and Motor Vehicle Allowances
- Table 5 - Remote Areas - Living Allowance
- Table 6 - Detectives' Special Allowance
- Table 7 - Special Duties Allowances (Non-Commissioned Officers)
- Table 8 - Professional/Academic Qualification Allowance (Constable or Senior Constable)
- Table 9 - On-Call Allowances (Non-Commissioned Officers)
- Table 10 - Meal Allowances (Non-Commissioned Officers)
- Table 11 - Stocking Allowance (Non-Commissioned Officers)
- Table 12 - Plain Clothes Allowances (Non-Commissioned Officers)



## Section 1 - General

**2. No Further Claims**

- 2.1 This Award provides for;
- 2.1.1 pay increases of 4% with effect from the beginning of the first full pay period to commence on or after 1 July 2009 and 4% with effect from the beginning of the first full pay period to commence on or after 1 July 2010.
- 2.1.2 These increases are provided arising from the agreement of the parties as contained within the Memorandum of Understanding between the Commissioner of Police and the Police Association of New South Wales, entered into on 17 November 2009.
- 2.2 Except as prescribed in Clause 89 Leave Reserved, the pay increases and enhanced conditions provided by this Award are on the basis that there shall be no new salaries or conditions claims during the nominal term of this award.

**3. Definitions**

- 3.1 "Officer" or "Officers" means and includes all persons appointed pursuant to the *Police Act 1990*, to be a police officer member of the New South Wales Police Force, including probationary constables, who as at the date of operation of this Award were occupying a position or rank specified in this Award, or who after that date are appointed to such a position or rank, but excluding those police officers employed as members of the New South Wales Police Force Senior Executive Service.
- 3.2 "Non-Commissioned Officer" means and includes all persons defined as officers in subclause 3.1 above who are employed in a non-commissioned capacity, as prescribed by section 3, "Definitions", of the *Police Act 1990*.
- 3.3 "Commissioned Officer" means and includes all persons defined as officers in subclause 3.1 above who are employed in a commissioned capacity, as prescribed by section 3, "Definitions", of the *Police Act 1990*.
- 3.4 "Commissioner" means the Commissioner of Police for the State of New South Wales or any person acting in such position from time to time.
- 3.5 "Service" means continuous service. Future appointees shall be deemed to have the years of service indicated by the salaries at which they are appointed.
- 3.6 "Association" means the Police Association of New South Wales.
- 3.7 "Flexible Rostering Guidelines" means the guidelines agreed between the parties for the operation of flexible rosters, including the administration of leave, as varied from time to time by agreement.
- 3.8 "Local Arrangements" means an agreement reached at the sub-organisational level between the Commissioner and the Association in terms of clause 15, Local Arrangements of this Award.
- 3.9 "Detective" means A Non-Commissioned Officer who is designated as a Detective or is currently undertaking or prepared to undertake the Detectives Education Program and who is permanently appointed to the duty type of Criminal Investigation.
- 3.10 "Leading Senior Constable" means and includes those Non-Commissioned Officers employed by the New South Wales Police Force, who on or after the date of operation of this Award are appointed as a Leading Senior Constable in accordance with clause 40 of this Award.

**4. Commitment to Professional and Ethical Conduct**

- 4.1 Officers shall maintain the highest possible standards of professional and ethical conduct.

- 4.2 It is the responsibility of officers to be fully conversant with New South Wales Police Code of Conduct and Ethics and to ensure their actions are fully informed by the requirements of the Code.
- 4.3 Officers shall be responsible for maintaining the currency of their professional knowledge and be proactive in maintaining the requisite competencies for incremental progression.
- 4.4 For its part the New South Wales Police Force will fully support officers who report corrupt, unethical or unprofessional conduct and those officers who make honest mistakes in the course of their duties.

### 5. Anti-Discrimination

- 5.1 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, responsibilities as a carer, and age.
- 5.2 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.
- 5.3 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.
- 5.4 Nothing in this clause is to be taken to affect:
  - 5.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
  - 5.4.2 offering or providing junior rates of pay to persons under 21 years of age;
  - 5.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - 5.4.4 a party to this Award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 5.5 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

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

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

### 6. Inspection of Award

- 6.1 A copy of this Award shall be available for inspection by officers at each Branch, Station or other place of attachment.

### 7. Existing Privileges

- 7.1 Except so far as altered expressly or by necessary implication, this Award is made on the understanding that all other existing privileges and conditions not specified herein shall continue during its currency.

**8. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation**

- 8.1 For the purpose of this clause, "salary" means;
- 8.1.1 the "Loaded Salaries" prescribed by Table 1 - Non-Commissioned Officers' (Other than Detectives) Salaries of PART B, MONETARY RATES,
- 8.1.2 the "Loaded Salaries" prescribed by Table 2 - Detectives' Salaries of PART B, MONETARY RATES; or
- 8.1.3 the salaries prescribed by Table 3 - Commissioned Officers' Salaries of PART B, MONETARY RATES.
- 8.2 By mutual agreement with the Commissioner, an officer may elect to package part or all of their salary in order to obtain;
- 8.2.1 a benefit or benefits selected from those approved from time to time by the Commissioner; and
- 8.2.2 a salary equal to the difference between the salary prescribed for the officer by subclause 8.1, and the amount specified by the Commissioner from time to time for the benefit provided to or in respect of the officer in accordance with such agreement.
- 8.3 The amount packaged, including any salary sacrifice to superannuation arrangement under subclause 8.10 to 8.14, may be up to one hundred (100) percent of the officer's salary.
- 8.3.1 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 deduction may include, but is not limited to, compulsory superannuation payment, HECS payments, child support payments, union fees and health fund premiums.
- 8.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 8.5 The agreement shall be known as a Salary Packaging Agreement.
- 8.6 Except in accordance with subclause 8.10 to 8.14, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the officer and the Commissioner at the time of signing the Salary Packaging Agreement.
- 8.7 Where the officer has elected to package a part or all of their salary:
- 8.7.1 subject to Australian Taxation Law, the amount of salary packaged will reduced the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- 8.7.2 any allowances, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payment for leave taken in service, to which an officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the officer's salary shall be calculated by reference to the salary which would have applied to the officer in the absence of any Salary Packaging Agreement made under this Award.
- 8.8 The Commissioner may vary the range and type of benefits available from time to time following discussions with the Association. Such variations shall apply to any existing or future Salary Packaging Agreements from date of such variation.
- 8.9 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 officer may elect to terminate the Salary Packaging Agreement immediately.

- 8.10 An officer may elect to sacrifice a part or all of their salary additional to employer superannuation contributions.
- 8.11 Where the officer makes an election in terms of subclause 8.10, the officer may elect to have the amount of salary sacrificed;
- 8.11.1 paid into the superannuation scheme established under the *First State Superannuation Act 1992* as an optional employer contribution; or
- 8.11.2 subject to the Commissioner's agreement, paid into another complying superannuation scheme as employer superannuation contributions.
- 8.12 Where an officer makes an election in terms of clause 8.10, the Commissioner shall pay the amount of salary, the subject of election to the relevant superannuation fund.
- 8.13 Where an officer makes an election in terms of subclause 8.10 and where the officer is a member of a superannuation scheme established under the;
- 8.13.1 *Police Regulation (Superannuation) Act 1906*;
- 8.13.2 *Superannuation Act 1916*;
- 8.13.3 *State Authorities Superannuation Act 1987*;
- 8.13.4 *State Authorities Non-Contributory Superannuation Act 1987*; or
- 8.13.5 *First State Superannuation Act First 1992*

The Commissioner must ensure that the amount of any additional employer superannuation contributions specified in subclause 8.10 of this clause is included in the officer's superable salary which is notified to the SAS Trustee Corporations.

- 8.14 Where an officer makes an election in terms of subclause 8.10, and where, prior to electing to sacrifice a part or all of their salary to superannuation, an officer has entered into an agreement with the Commissioner to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 8.13 of this clause, the Commissioner will continue to base contributions to that fund on the salary payable to the same extent as applied before the officer sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the Commissioner may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

### **9. Top-Up Supplementation of Workers' Compensation**

- 9.1 This clause shall apply to officers who commenced employment with New South Wales Police Force on or after 1 April 1988 and who are in receipt of workers compensation payments pursuant to the *Workers Compensation Act 1987* with respect to any injury or illness arising out of or in the course of their employment as a police officer.
- 9.2 New South Wales Police Force shall pay to any officer, as defined in sub-clause 9.1, the difference between the statutory amount of any workers compensation payments received by the officer and the ordinary rate of pay of the officer.
- 9.3 New South Wales Police Force is not obliged to make payments under sub-clause 9.2 if:
- 9.3.1 the officer has been in receipt of workers compensation payments for in excess of 26 weeks; and

- 9.3.2 New South Wales Police Force has complied with its obligations in relation to the establishment of and compliance with injury management plans and the provision of suitable work under the workers compensation system; and,
- 9.3.3 subject to 14 days written notice, either:
- (a) The officer does not participate in the establishment of, or comply with an injury management plan and/or a return to work plan; or
  - (b) The following circumstance arises:
    - (i) The injury management plan and/or return to work plan is considered inadequate, inconsistent or unreasonable by a member of the independent medical expert panel, constituted jointly by the Commissioner and the Association, following enquiries with the nominated treating doctor (or treating specialist) about the officers fitness for pre-injury duties and hours, the likelihood and timeframe for recovery, or the officers fitness for other jobs/duties; and
    - (ii) an officer does not participate in the establishment of, or comply with an injury management plan and/or a return to work plan as developed by the member of the independent medical expert panel.
- 9.4 The officer's entitlement to sick leave shall not be affected by this clause.
- 9.5 The provisions of this clause shall only apply whilst ever an officer remains as an employee of New South Wales Police Force.

#### **10. Deduction of Police Association of New South Wales Membership Fees**

- 10.1 The New South Wales Police Force shall deduct Association membership fees from the salaries of officers who are members of the Association and have signed the appropriate authority. Unless the New South Wales Police Force and the Association agree to other arrangements, Association membership fees shall be deducted and forwarded directly to the Association on a fortnightly basis.

#### **11. Travelling Allowances**

- 11.1 The Commissioner shall require officers to obtain an authorisation for all official travel prior to incurring any travel expense.
- 11.2 Where available at a particular centre or location, the overnight accommodation to be occupied by officers who travel on official business shall be the middle of the range standard, referred to generally as three-star or three-diamond standard of accommodation.
- 11.3 An officer who performs official duty 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 officer's residence in order to perform that duty.
- 11.4 An officer who performs official duty within the Newcastle, Sydney and Wollongong Metropolitan Areas and is approved to stay overnight will stay at one of a number of accommodation providers from a list developed in consultation with the Association and agreed between the parties subject to the provisions of subclause 11.12 . The Commissioner will pay all accommodation related costs directly to the accommodation provider.
- 11.5 Where an officer performs official duty from a temporary work location not located in the Newcastle, Sydney or Wollongong metropolitan areas the officer for the first 35 days, may claim either;
- 11.5.1 the appropriate rate of allowance specified in Item 1 of Table 4 of PART B Monetary Rates, for every period of 24 hours absence by the officer from their residence; and the

- rate of meal allowances specified in item 3 of Table 4 of PART B Monetary Rates (excluding morning and afternoon teas) for any residual part day travel; or
- 11.5.2 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 4 of PART B Monetary Rates.
- 11.6 Payment of allowance as described in subclause 11.5 above for an absence of less than 24 hours may be made only where the officer satisfies the Commissioner that, despite the period of absence being of less than 24 hours' duration, expenditure for accommodation and three meals has been reasonably and necessarily incurred.
- 11.7 Where an officer 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.
- 11.8 After the first 35 days and up to 6 months at a temporary location an officer in receipt of an allowance as set out in Item 1 of Table 4 of PART B Monetary Rates shall have that allowance reduced by 50% provided that the reduced allowance paid to officers located in Broken Hill shall be increased by one fifth.
- 11.9 Adjustment of Allowances

Where the Commissioner is satisfied, that an allowance under subclauses 11.5 and 11.8 is:

- 11.9.1 insufficient to adequately reimburse the officer for expenses properly and reasonably incurred, a further amount may be paid to reimburse the officer for the additional expenses that may be incurred; or
- 11.9.2 in excess of the amount which would adequately reimburse the officer for expenses properly and reasonably incurred the Commissioner may reduce the allowance to an amount which would reimburse the officer for expenses incurred reasonably and properly.
- 11.9.3 Subject to other agreed arrangements between the parties the allowance may be varied in accordance with those arrangements.
- 11.10 Production of Receipts

Payment of any actual expenses shall be subject to the production of receipts, unless the Commissioner is prepared to accept other evidence from the officer.

11.11 Travelling Distance

The need to obtain overnight accommodation shall be determined by the Commissioner having regard to the safety of the officer or officers travelling on official business and local conditions applicable in the area. Where officers are required to perform duty during the evening or officers are required to commence duty early in a location away from their workplace, overnight accommodation shall be appropriately granted by the Commissioner.

11.12 Where the Commissioner exercises the option available in 11.4, the following arrangements apply;

- 11.12.1 The officer may only stay in a property sourced from a schedule of suppliers agreed between the NSW Police Force and the Police Association of NSW.
- 11.12.2 Properties will meet the three star, or three diamond standard.
- 11.12.3 Any property that falls below that standard shall be removed from the schedule.
- 11.12.4 The Association will not unreasonably withhold agreement to properties on the schedule.

- 11.12.5 The Commissioner may choose from any property on the agreed schedule.
- 11.12.6 Accommodation will be provided on the basis of a single room (one officer per room).
- 11.12.7 The Commissioner may waive this requirement where there is an operational need.
- 11.12.8 Officers being accommodated under this clause will not be liable for any 'out of pocket' expenses incurred for accommodation as a result of this arrangement.
- 11.12.9 Officers will retain access to meal and incidental rates, where otherwise provided in this award.

#### 11.13 Review of Allowances

The parties agree that the Meal, Travelling and related allowances are to be reviewed in line with advice provided by Department of Premier and Cabinet Circular from time to time.

### 12. Provision of Quarters

- 12.1 With respect to Non-Commissioned Officers, "salary", for the purposes of this clause, means the "Loaded Salary" prescribed by Table 1 - Non-Commissioned Officers' (Other than Detectives) Salaries of PART B, Monetary Rates, or the "Base Salary" prescribed by Table 2 - Detectives' Salaries of PART B, Monetary Rates plus the 11.5% Loading as prescribed in Clause 39 of this Award. With respect to Commissioned Officers, "salary", for the purposes of this clause, means the "all up" salaries prescribed by Table 3 - Commissioned Officers' Salaries of PART B, Monetary Rates of this Award.
- 12.2 The salary of officers as defined in subclause 12.1 above is inclusive of an amount of 3% being an allowance in lieu of quarters. Officers provided with quarters shall have deducted from their salary, as defined in subclause 12.1 above, an amount of 3% of such sum.

### 13. Remote Area - Living Allowances

- 13.1 For the purpose of this clause "Remote Area" means, an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality.
- 13.2 An Officer shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
  - 13.2.1 indefinitely stationed and living in a remote area as defined in subclause 13.1 above; or
  - 13.2.2 not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause 13.1 above.
- 13.3 The grade of appropriate allowance payable under this clause shall be determined as follows:
  - 13.3.1 Grade A allowances - the appropriate rate shown as Grade A in Table 5 - Remote Areas - Living Allowance of PART B, Monetary Rates, in respect of all locations in a remote area, as defined in subclause 13.1 above, except as specified in paragraphs 13.3.2 and 13.3.3 of this subclause;
  - 13.3.2 Grade B allowances - the appropriate rate shown as Grade B in Table 5 - Remote Areas - Living Allowance of PART B, Monetary Rates, in respect of the towns and localities of Angledool, Barringun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;

- 13.3.3 Grade C allowances - the appropriate rate shown as Grade C in Table 5 - Remote Areas - Living Allowance of PART B, Monetary Rates, in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nicoleche, Olive Downs, Tibooburra and Yethong.

#### 14. Part Time Employment

- 14.1 Officers may be employed on a part time basis for a period of less than 38 hours per week under guidelines agreed between the parties. While 10 hours per fortnight is generally regarded as a reasonable minimum, the Commissioner may approve a lesser minimum where it is necessary for the officer to work fewer hours per fortnight.
- 14.2 Officers working under a part time arrangement shall be paid a pro rata of the relevant full time salary based on the following formula:
- $$\text{Relevant Full Time Salary} \quad \times \quad \frac{\text{Average Weekly Hours Worked}}{38}$$
- 14.3 Part time employment may be worked under an ongoing arrangement (permanent part time work) or for a defined period of time (part time leave without pay).
- 14.4 Leave entitlements for part time officers shall generally be calculated on a pro rata basis in accordance with the average weekly hours worked.
- 14.5 Increments for part time officers shall be paid at the normal date with salary paid on a pro rata basis subject to the competency and performance requirements outlined in clauses 58 and 67 of this Award.

#### 15. Local Arrangements

- 15.1 Local arrangements, as specified in this Award, may be negotiated between the Commissioner and the Association in respect to:
- 15.1.1 any organisational unit within the New South Wales Police Force or part thereof;
- 15.1.2 a particular group of officers; or
- 15.1.3 a particular duty type.
- 15.2 All local arrangements negotiated between the Commissioner and the Association must be contained in a formal document, such as an agreement made pursuant to s87 of the *Police Act* 1990, a co-lateral agreement, a memorandum of understanding, an award, an enterprise agreement or other industrial instrument.
- 15.3 Local arrangements shall not result in any net disadvantage to officers in terms of their total remuneration and conditions of employment.

### SECTION 2

#### LEAVE

#### 16. Leave Generally

- 16.1 Except as otherwise provided for in this Section the leave entitlements of officers are prescribed by Part 6 of the Police Regulation, 2008.

#### 17. Applications for Leave

- 17.1 An application by an officer for leave under this Section shall be made to and be dealt with by the Commissioner. For the purpose of this Section any reference to the Commissioner shall mean either the



Commissioner or any other member of the New South Wales Police Force with the delegated authority to approve leave pursuant to section 31 of the *Police Act* 1990.

- 17.2 The Commissioner, in dealing with any such application must have regard to the operational requirements of the New South Wales Police Force, but as far as practicable is to deal with the application in accordance with the wishes of the officer.

### 18. Annual Leave

- 18.1 Annual leave on full pay accrues to a Non-Commissioned Officer at the rate of 6 weeks (228 working hours) per year.
- 18.2 Annual leave on full pay accrues to a Commissioned Officer;
- 18.2.1 at the rate of 5 weeks (190 working hours) per year, or
- 18.2.2 at the rate of 6 weeks (228 working hours) if the officer qualifies for 3 or more additional working days leave in accordance with subclause 18.5 and is regularly rostered to work shift work on Sundays and Public Holidays.
- 18.3 Annual leave shall be debited in accordance with the ordinary hours the officer would have been rostered to work had they not been on leave. Provided further that those Commissioned Officers referred to in paragraph 18.2.1, shall be debited 7.6 hours for each working day taken as annual leave.
- 18.4 An officer while attached to a police station within the Western or Central Division (within the meaning of the *Crown Lands Consolidation Act* 1913, as in force immediately before its repeal) accrues additional annual leave on full pay at the rate of 38 working hours per year, or pro rata where only part of the year is spent attached to a police station or stations within the qualifying zones.
- 18.5 An officer who is rostered to work their ordinary hours of duty on a Sunday or public holiday shall, on the completion of the relevant qualifying period, accrue additional annual leave on full pay on the following basis:

Number of ordinary rostered shifts worked on Sundays and/or Public Holidays during a qualifying period.	Additional Annual Leave
4-10	1 additional working day
11-17	2 additional working days
18-24	3 additional working days
25-31	4 additional working days
32 or more	5 additional working days

For the purpose of this subclause:

- 18.5.1 Any ordinary rostered shift, the major portion of which is worked on a Sunday or Public Holiday shall be deemed to be an ordinary shift worked on a Sunday or Public Holiday.
- 18.5.2 A qualifying period shall mean the period commencing 12 months from 1 December each year.
- 18.6 An officer shall accrue additional annual leave on full pay at the rate of 7.6 working hours for each holiday publicly observed throughout the State, other than the days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day or Boxing Day are publicly observed.
- 18.7 At least 2 consecutive weeks annual leave shall be taken by an officer every 12 months except where an officer has insufficient leave to credit.

- 18.8 Each officer shall manage their leave to ensure there is no accrual of leave above 9 weeks (342 working hours), except as provided for at subclause 18.12 - Conservation of Leave.
- 18.9 The Commissioner shall notify an officer in writing when the projected accrual of leave within any 12 month period will exceed 342 working hours and the officer shall (except as provided for at subclause 18.12), roster sufficient annual leave in order that their projected accrual of leave will not exceed 342 working hours.
- 18.10 Where insufficient annual leave has been nominated by an officer to reduce their projected leave accrual below 342 working hours, the Commissioner may direct an officer to take annual leave at any time of the year, subject to a reasonable period of notice being not less than four weeks.
- 18.11 As far as practicable, the Commissioner shall take into account the wishes of the officer in respect of the rostering of annual leave, but shall be required to balance the needs of the organisation with the wishes of the officer.
- 18.12 Conservation of Leave - If an officer is prevented by operational (as advised by their supervisor) or personal reasons from taking sufficient annual leave to maintain accrued leave at a level below 342 working hours, the Commissioner shall enter into a written agreement with the officer approving the accrual of annual leave above 342 working hours. Such agreement will include the reasons for the accrual and the manner and time at which leave will be reduced below 342 working hours.
- 18.13 Annual Leave will generally be taken in periods of one week or multiples of one week inclusive of any Rest Days or Recurrent Leave Days. Lesser periods of Annual Leave may be taken by agreement between the Officer and their Commander/Manager.
- 18.14 The Commissioner shall inform an officer in writing on a regular basis of the officer's annual leave accrual.
- 18.15 Termination of services
- 18.15.1 An officer who resigns or retires or whose services are otherwise terminated (except by death) is, on cessation of employment, entitled to be paid immediately, instead of annual leave accrued and remaining untaken, the money value of that leave as a gratuity.
- 18.15.2 An officer to whom paragraph 18.15.1 above applies may elect to take either the whole or part of the annual leave accrued and remaining untaken at cessation of active duty as annual leave on full pay instead of taking the money value of that leave as a gratuity.
- 18.15.3 If an officer has acquired a right to annual leave with pay and dies before entering on it, or after entering on it dies before its termination:
- (a) the officer's surviving spouse, or
  - (b) if there is no such surviving spouse, the officer's children, or
  - (c) if there is no such surviving spouse or child, a person who, in the opinion of the Commissioner, was, at the time of the officer's death, a dependant relative of the officer,
- is entitled to receive the money value of the leave not taken.
- 18.15.4 If there is a guardian of any children entitled under paragraph 18.15.3, the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.
- 18.15.5 If there is no person entitled under paragraph 18.15.3 to receive the money value of any leave not taken or not completed by an officer or which would have accrued to an officer, the payment is to be made to the officer's personal representatives.

- 18.15.6 If payment of the money value of leave has been made under this clause, the Crown and the Commissioner cease to be liable for payment of any amount in respect of that leave.
- 18.15.7 In this subclause, "surviving spouse" of an officer who has died includes any person who, immediately before the death, was in a de facto relationship (within the meaning of the *Property (Relationships) Act 1984*) with the officer.
- 18.16 Accrual of Annual Leave While on Extended Leave, Sick Leave
- 18.16.1 Annual leave accrues in respect of any period an officer is on extended leave on full pay, but during one-half only of any period of extended leave on half pay.
- 18.16.2 Annual leave accrues in respect of any period during which an officer is on sick leave (whether with or without pay) and in respect of any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act 1987*.
- 18.17 Accrual of Annual Leave While Suspended Without Pay
- 18.17.1 Annual leave does not accrue in respect of any period an officer is suspended without pay in accordance with Regulation 51 Police Regulation 2008 except as provided at 18.17.2.
- 18.17.2 Where an officer ceases to be suspended without pay and is not terminated pursuant to s 181D of the *Police Act 1990* (NSW), annual leave accrues in respect of any such period of suspension without pay.
- 18.17.3 For the purposes of this provision, pay does not include maintenance payments made under Regulation 51 (3) of Police Regulation 2008.
- 18.17.4 This clause only applies to an officer who commences a period of suspension without pay on or after the day following the making of this award.

### **19. Purchased Leave**

- 19.1 An officer may apply to enter into an agreement with the Commissioner to purchase either 2 weeks (76 working hours) or 4 weeks (152 working hours) additional leave in a 12 month period.
- 19.1.1 Each application will be considered subject to operational requirements and personal needs and will take into account NSW Police Force business needs and work demands.
- 19.1.2 The leave must be taken in the 12 month period specified in the 'Purchased Leave Agreement'.
- 19.1.3 The leave will count as service for all purposes.
- 19.2 The purchased leave will be funded through the reduction in the officer's ordinary rate of pay.
- 19.2.1 For the purpose of this clause "Ordinary Rate of Pay" means an officer's base salary plus any loadings or allowances in the nature of salary.
- 19.2.2 "Purchased leave rate of pay" means the rate of pay an officer receives when their ordinary rate of pay has been reduced to cover the cost of purchased leave.
- 19.2.3 To calculate the purchased leave rate of pay, the officer's ordinary rate of pay will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.

- 19.3 Purchased leave is subject to the following provisions:
- 19.3.1 The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
  - 19.3.2 Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, annual leave, extended leave or time off in lieu will be paid at the purchased leave rate of pay.
  - 19.3.3 Sick leave cannot be taken during a period of purchased leave.
  - 19.3.4 The purchased leave rate of pay will be the salary for all purposes including superannuation.
  - 19.3.5 Overtime and salary related allowances not paid during periods of annual leave will be calculated using the officer's hourly rate based on the base salary rate.
  - 19.3.6 Relieving Duties Allowance will not be paid when a period of purchased leave is taken.
- 19.4 Specific conditions governing purchased leave may be amended from time to time by the Director of Public Employment in consultation with the Association. The NSW Police Force may make adjustments relating to their salary administration arrangements.

## 20. Extended Leave

- 20.1 Except as otherwise provided for in this clause the extended leave entitlements of officers are prescribed by Part 6, Division 2 of the Police Regulation, 2008.
- 20.2 Entitlement To Extended Leave
- 20.2.1 Subject to this Clause, an officer is entitled:
- (a) after service for 7 years, to an amount of leave proportionate to an officer's length of service (up to 10 years), calculated on the basis of 2 months (334.4 working hours) on full pay or 4 months (668.8 working hours) on half pay, or 1 month (167.2 working hours) on double pay for 10 years served, and
  - (b) after service for more than 10 years, to:
    - (i) leave as provided by subparagraph (a) above, and
    - (ii) in addition, an amount of leave proportionate to the officer's length of service after 10 years, calculated on the basis of 5 months (836 working hours) on full pay, or 10 months (1,672 working hours) on half pay, or 2.5 months (418 working hours) on double pay for 10 years served after service for 10 years.
- 20.2.2 For the purpose of calculating the entitlement of an officer to extended leave under this subclause at any time:
- (a) there must be deducted from the amount of extended leave to which, but for this paragraph, that officer would be entitled:
    - (i) any extended leave, or leave in the nature of extended leave, and
    - (ii) the equivalent, in extended leave, of any benefit instead of extended leave or leave in the nature of extended leave, and
  - (b) taken or received by that officer before that time, and

- (c) the provisions of Schedule 3A to the Public Sector Employment and Management Act 2002 have effect.
- 20.2.3 If the services of an officer with at least 5 years' service and less than 7 years' service are terminated (otherwise than by the making of an order pursuant to section 181D of the *Police Act 1990*):
- (a) by the Crown, the Governor or the Commissioner for any reason other than the officer's serious and intentional misconduct, or
- (b) by the officer on account of illness, incapacity or domestic or other pressing necessity, the officer is entitled:
- (c) for 5 years' service, to 1 month's leave (167.2 working hours) on full pay, and
- (d) for service after 5 years, to a proportionate amount of leave on full pay calculated on the basis of 3 months' leave (501.6 working hours) for 15 years' service.
- 20.2.4 For the purposes of subclause 20.2.1 above, "service" includes:
- (a) service under the *Teaching Services Act 1980*, and
- (b) any period of leave without pay taken before the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*, and
- (c) in the case of an officer who has completed at least 7 years' service, any period of leave without pay, not exceeding 6 months, taken after that commencement.
- 20.2.5 In subparagraph (c) of 20.2.4, for the purpose of determining whether or not an officer has completed at least 7 years' service, the officer's period of service is to be taken:
- (a) to include any period of leave without pay taken before the commencement of the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963* and
- (b) to exclude any period of leave without pay taken after that commencement.
- 20.3 Debiting Extended Leave
- 20.3.1 Where an officer is granted sufficient extended leave to enable a complete rostered week to be taken as extended leave, then the officer's credit of extended leave shall be debited by 38 hours and the officer shall be deemed to be on extended leave for the entire rostered week, inclusive of rest days, recurrent leave days and public holidays.
- 20.3.2 Where an officer seeks and is granted sufficient extended leave to enable a lesser period than a complete rostered week to be taken as extended leave, inclusive of rest days and recurrent leave days, then the officer's extended leave credits will be debited by the hours the officer would have otherwise worked in accordance with the roster had the officer not been on extended leave. Provided further that a Commissioned Officer with an annual leave entitlement of 5 weeks (190 working hours) shall be debited 7.6 hours for each working day taken as extended leave.
- 20.3.3 An officer may apply for extended leave at double pay. Where such leave is granted and taken, the amount of extended leave debited from the officer's entitlement shall be double of that which would otherwise be debited if the officer had applied for extended leave at full pay.
- 20.3.4 Public Holidays that fall whilst an officer is on extended leave shall be paid and not debited from the officer's extended leave entitlement.

- 20.3.5 Prior to entering on extended leave and/or immediately following resumption, an officer's ordinary working hours shall, if necessary, be adjusted so that the officer's ordinary hours average 38 per week for that part of the roster period not included in the period of extended leave.

#### 20.4 Entitlement to Gratuity Instead of Extended Leave

An officer who has acquired a right to extended leave with pay is entitled, immediately on the termination of the officer's services, to be paid instead of that leave the money value of the extended leave as a gratuity in addition to any gratuity to which the officer may be otherwise entitled.

#### 20.5 Payment Where Officer Has Died

- 20.5.1 If an officer has acquired a right to extended leave with pay and dies before starting it, or after starting it dies before completing it:

- (a) the officer's surviving spouse, or
- (b) if there is no such surviving spouse, the officer's children, or
- (c) if there is no such surviving spouse or child, a person who, in the opinion of the Commissioner, was, at the time of the officer's death, a dependant relative of the officer,

is entitled to receive the money value of the leave not taken, or not completed, calculated at the rate of salary that the officer received at the time of his or her death, less any amount paid to the officer in respect of the leave not taken, or not completed.

- 20.5.2 If an officer with at least 5 years' service as an adult and less than 7 years' service dies:

- (a) the officer's surviving spouse, or
- (b) if there is no such surviving spouse, the officer's children, or
- (c) if there is no such surviving spouse or child, the persons who, in the opinion of the Commissioner, were, at the time of the death of the officer, dependant relatives of the officer,

is or are entitled to receive the money value of the leave which would have accrued to the officer had her or his services terminated, calculated at the rate of salary that the officer was receiving at the time of his or her death.

- 20.5.3 If there is a guardian of any children entitled under paragraph (a) or (b), the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.

- 20.5.4 If there is no person entitled under paragraph 20.5.1 or 20.5.2 to receive the money value of any leave not taken or not completed by an officer or which would have accrued to an officer, payment in respect of that leave must be made to the officer's personal representatives.

- 20.5.5 Any payment under this clause is in addition to any payment due under any Act under which superannuation benefits are paid.

- 20.5.6 If payment of the money value of leave has been made under this clause, the Crown and the Commissioner cease to be liable for payment of any amount in respect of that leave.

- 20.5.7 In this subclause, "surviving spouse" of an officer who has died includes any person who, immediately before the death, was in a de facto relationship (within the meaning of the *Property (Relationships) Act 1984*) with the officer.

## 21. Sick Leave

21.1 Except as otherwise provided for in this clause, the sick leave entitlements of officers are prescribed by Part 6, Division 8 of the Police Regulation, 2008.

21.2 Authority to grant sick leave

21.2.1 Subject to the provisions of this clause, if the Commissioner is satisfied that an officer is unable to perform her or his duty because of illness, the Commissioner:

- (a) must grant the officer sick leave on full pay, and
- (b) may grant the officer sick leave without pay if the absence of the officer exceeds his or her entitlement to sick leave on full pay under this clause.

21.2.2 An officer may elect to take available annual or extended leave instead of sick leave without pay.

21.2.3 Payment for sick leave is subject to the Officer;

- (a) Informing their supervisor as soon as reasonably practicable that they are unable to perform duty because of illness; and
- (b) stating the nature of the illness or injury and estimated duration of the absence at the time of notifying their manager; and
- (c) Providing evidence of illness as soon as practicable as required by this clause.

21.2.4 If an officer is concerned about disclosing the nature of the illness to their supervisor they may elect to have the application for sick leave dealt with confidentially by an alternative manager or the human resources section of the NSW Police Force.

21.3 Requirements For Medical Evidence

21.3.1 A reference in this clause to medical evidence of illness shall apply, as appropriate:

- (a) up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillofacial surgeon or, at the Commissioner's discretion, another registered health services provider,
- (b) where the absence exceeds one week, and unless the health provider listed in subparagraph (a) of this subclause 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
- (c) at the Commissioner's discretion, other forms of evidence that satisfy that the officer had a genuine illness.

21.3.2 As a general practice backdated medical certificates will not be accepted. However if an officer 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.

21.3.3 An officer absent from duty because of illness:

- (a) in respect of any such absence in excess of 2 consecutive working days, must furnish medical evidence to the Commissioner, or

- (b) in respect of any such absence of 2 consecutive working days or less, must if required to do so by the Commissioner, furnish medical evidence to the Commissioner.
  - (c) In addition to the requirements under paragraph 21.2.3, an officer may absent themselves for a total of 5 working days per annum due to illness without the provision of evidence of illness to the Commissioner. Officers who absent themselves in excess of 5 working days in a year may be required to furnish evidence of illness to the Commissioner for each occasion absent for the balance of the calendar year.
- 21.3.4 Despite paragraph 21.3.1, the Commissioner may at any time require an officer who has been granted sick leave to furnish medical evidence of the inability of the officer to resume duty.
- 21.3.5 If the Commissioner is concerned about the diagnosis described in the evidence of illness produced by the officer, after discussion with the officer, the evidence provided and the officer's application for leave can be referred to a medical practitioner chosen by the Commissioner.
  - (a) The type of leave granted to the officer will be determined by the Commissioner on the advice of a medical practitioner chosen by the Commissioner.
  - (b) If sick leave is not granted, the Commissioner will, as far as practicable, take into account the wishes of the officer when determining the type of leave granted.
- 21.3.6 An officer may elect to have an application for sick leave dealt with confidentially by a medical practitioner in accordance with such procedures as may be determined from time to time by the Commissioner.
- 21.3.7 Where an officer on annual leave or extended leave furnishes to the Commissioner a satisfactory medical certificate in respect of illness occurring during that leave, the Commissioner may, subject to the provisions of this subclause, grant sick leave to the officer for the following period:
  - (a) in the case of an officer on annual leave, the period set out in the medical certificate,
  - (b) in the case of an officer on extended leave, the period set out in the medical certificate, unless that period is less than 7 calendar days.
- 21.3.8 Paragraph 21.3.7 applies to all officers other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.
- 21.3.9 Paragraph 21.3.7 does not apply to sick leave that has been taken for carer's leave purposes in accordance with clause 22 of this Award (Sick Leave to Care for a Family Member).
- 21.4 Sick Leave Entitlements
  - 21.4.1 Sick leave on full pay accrues to an officer at the rate of 15 working days (114 working hours) each calendar year, and any such accrued leave, which is not taken, is cumulative.
  - 21.4.2 Sick leave shall be debited in accordance with the ordinary hours the officer would have worked had they not been absent on sick leave. Provided further that a Commissioned Officer with an annual leave entitlement of 5 weeks (190 working hours) shall be debited 7.6 hours for each working day taken as extended leave.
  - 21.4.3 Sick leave on full pay accrues at the beginning of the calendar year, but if an officer is appointed during a calendar year, sick leave on full pay accrues on the date the officer



commences duty at the rate of one and a quarter working days (9.5 working hours) for each complete month before the next 1 January.

#### 21.5 Recredit Of Rest Days - Non Commissioned Officers

Any Non-Commissioned Officer classified as a seven day shift worker who is sick on two or more rest days in any rostered week may elect to have the second and subsequent rest days recredited and have their sick leave debited accordingly. Such recredited rest days will be taken as rest days in lieu at a mutually convenient time in the current or next roster period. The number of hours to be debited from sick leave on a rest day when sick shall be the number of rostered hours that would have otherwise been worked on the day or days taken as rest day(s) in lieu. Provided further that no more than three rest days can be recredited for any one continuous period of sick leave.

#### 21.6 Payment During Initial Period Of Service

21.6.1 No more than 5 working days' (38 working hours) sick leave is to be granted to an officer during the first 3 months of service unless a satisfactory medical certificate in respect of each absence is furnished.

21.6.2 On completion of the first 12 months' service, payment may be made to an officer for such portion of sick leave taken without pay during the first 3 months of that service as, with the addition of all sick leave on full pay granted during that period of 12 months, does not exceed a total of 15 working days (114 working hours).

#### 21.7 Procedure Where Workers Compensation Claimed

21.7.1 This paragraph applies where an officer is or becomes unable to attend for duty or to continue on duty in circumstances which may give the officer a right to claim compensation under the *Workers Compensation Act 1987*.

21.7.2 If an officer has made a claim for any such compensation, the officer may, pending the determination of that claim and subject to the provisions of this clause and to subparagraph 21.3.5(a) and paragraph 21.3.7, be granted by the Commissioner sick leave on full pay for which the officer is eligible, and if that claim is accepted the equivalent period of any such sick leave is to be restored to the credit of the officer.

21.7.3 If an officer who is required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act refuses to submit to or in any way obstructs any such examination the officer is not to be granted sick leave on full pay until that examination has taken place and a medical certificate has been given indicating that the officer is not fit to resume duty.

21.7.4 If, as a result of any such medical examination:

- (a) a certificate is given under the *Workers Compensation Act 1987* setting out the condition and fitness for employment of the officer or the kind of employment for which the officer is fit, and
- (b) the Commissioner makes available to the officer employment falling within the terms of that certificate, and
- (c) the officer refuses or fails to resume or perform the employment so provided,

all payments in accordance with this clause are to cease from the date of that refusal or failure.

21.7.5 Despite sub paragraph 21.7.4(b), if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 87F of the *Workers Compensation Act 1987*, there will then be no further sick leave granted on full pay.

## 21.8 Procedure Where Other Claim Has Been Made

- 21.8.1 This paragraph applies if the circumstances of any injury to or illness of an officer may give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*.
- 21.8.2 Sick leave on full pay may, subject to and in accordance with this clause, be granted to an officer on completion of an undertaking by the officer in a form approved by the Commissioner:
- (a) that any such claim if made will include a claim for the value of any period of sick leave on full pay granted, and
  - (b) that, if the officer receives or recovers damages or compensation pursuant to that claim for loss of salary during any such period of sick leave, the officer will repay to the Commissioner such money as is paid by the Commissioner in respect of any such period of sick leave.
- 21.8.3 Sick leave on full pay is not to be granted to an officer who refuses or fails to complete such an undertaking, except with the express approval of the Commissioner given on the grounds that the refusal or failure is unavoidable in the circumstances.
- 21.8.4 On repayment made to the Commissioner pursuant to an undertaking given by an officer, sick leave equivalent to that repayment, calculated at the ordinary rate of pay of the officer, is to be restored to the credit of the officer.

## 22. Sick Leave to Care for a Family Member

22.1 Where family and community service leave provided in clause 30 is exhausted, an officer with responsibilities in relation to a category of person set out in paragraph 22.1.3 of this clause who needs the officer's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single shift.

- 22.1.1 The sick leave shall initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous three years. In special circumstances, the Commissioner may grant additional sick leave from the sick leave accumulated during the officer's eligible service.
- 22.1.2 The officer shall, if required,
- (a) establish either by production of medical evidence consistent with the requirements of paragraph 21.3.1, the illness of the person concerned and that the illness is such as to require care by another person, or
  - (b) establish by production of documentation acceptable to the Commissioner or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the officer.

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

- 22.1.3 The entitlement to use sick leave in accordance with this clause is subject to;
- (a) the officer being responsible for the care and support of the person concerned; and
  - (b) the person concerned being;  
a spouse of the officer, or

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

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

a same sex partner who lives with the officer as the de facto partner of that officer on a bona fide domestic basis; or a relative of the officer who is a member of the same household, where for the purposes of this definition.

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

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

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

### 23. Maternity Leave

- 23.1 An officer who is pregnant shall, subject to this clause, be entitled to be granted maternity leave as follows:
- 23.1.1 for a period up to 9 weeks prior to the expected date of birth; and
  - 23.1.2 for a further period of up to 12 months after the actual date of birth.
- 23.2 An officer who has been granted Maternity Leave may, with the permission of the Commissioner, take leave after the actual date of birth:
- 23.2.1 full-time for a period of up to 12 months; or
  - 23.2.2 part-time for a period of up to 2 years; or
  - 23.2.3 as a combination of full-time and part-time over a proportionate period up to two years.
- 23.3 An officer who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 23.4 An officer who resumes duty before her child's first birthday or on the expiration of 12 months from the date of birth of her child shall be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.
- 23.5 If the position occupied by the officer immediately prior to the taking of maternity leave has ceased to exist, but there are other positions available that the officer is qualified for and is capable of performing, the officer shall be appointed to a position of the same rank as the officer's former position.
- 23.6 An officer who:
- 23.6.1 applied for maternity leave within the time and in the manner determined by the Commissioner; and
  - 23.6.2 prior to the expected date of birth, completed not less than 40 weeks' continuous service, shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks or the period of maternity leave taken, whichever is the lesser period.

23.7 Except as provided in subclause 23.6 of this clause, maternity leave shall be granted without pay.

#### **24. Parental Leave**

24.1 Parental Leave shall be granted as follows:

24.1.1 Short Term Parental leave - an unbroken period of up to one week at the time of the birth of the child or other termination of the pregnancy. See also paragraph 26.1.1 Right to Request Additional Maternity, Parental or Adoption Leave.

24.1.2 Extended Parental leave - not exceeding 12 months. Further Parental Leave may be granted in terms outlined under paragraph 26.1.2 Right to Request Additional Maternity, Parental or Adoption Leave.

24.2 Extended Parental leave may commence at any time up to 2 years from the date of birth or adoption of the child.

24.3 Extended Parental leave:

24.3.1 may be taken full-time for a period not exceeding 12 months, or

24.3.2 may be taken part-time over a period not exceeding 2 years, or

24.3.3 may be taken partly full-time and partly part-time over a proportionate period.

24.3.4 Extended Parental leave may then continue under the terms outlined in paragraph 26.1.3 of subclause 26.1 Right to Request Additional, Maternity, Parental or Adoption Leave.

24.4 An officer who resumes duty immediately on the expiration of parental leave:

24.4.1 if the position occupied by the officer immediately before the commencement of that leave still exists, is entitled to be placed in that position, or

24.4.2 if the position so occupied by the officer has ceased to exist, is entitled to be appointed (subject to the availability of other suitable positions) to another position for which the officer is qualified.

24.5 An officer who:

24.5.1 applied for parental leave within the time and in the manner determined by the Commissioner; and

24.5.2 prior to the expected date of birth or adoption, completed not less than 40 weeks' continuous service, shall be paid at the ordinary rate of pay for a period not exceeding 1 week or the period of parental leave taken, whichever is the lesser period.

24.6 Except as provided in subclause 24.5 of this clause, parental leave is to be granted without pay.

#### **25. Adoption Leave**

25.1 An officer who adopts, and becomes the primary care-giver for, a child:

25.1.1 if the child has not commenced school at the date of the taking of custody, is entitled to be granted adoption leave for a maximum period of 12 months, or

25.1.2 if the child has commenced school at that date, may be granted adoption leave for such period (not exceeding 12 months on a full-time basis) as the Commissioner may determine.

25.2 Adoption leave referred to in sub clause 25.1:

- 25.2.1 may be taken full-time for a period not exceeding 12 months, or
- 25.2.2 may be taken part-time over a period not exceeding 2 years, or
- 25.2.3 may be taken partly full-time and partly part-time over a proportionate period,
- 25.2.4 Adoption leave may then continue under the terms outlined in paragraphs 26.1.2 and 26.1.3 Right to Request Additional, Maternity, Parental or Adoption leave.

as the Commissioner may permit.

25.3 Adoption leave commences on the date when the officer takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child by the officer.

25.4 An officer who resumes duty immediately on the expiration of adoption leave:

- 25.4.1 if the position occupied by the officer immediately before the commencement of that leave still exists, is entitled to be placed in that position, or
- 25.4.2 if the position so occupied by the officer has ceased to exist, is entitled to be appointed (subject to the availability of other suitable positions) to another position for which the officer is qualified.

25.5 Except as otherwise provided by subclause 25.6, adoption leave is to be granted without pay.

25.6 An officer who:

- 25.6.1 applies for adoption leave within such time and in such manner as the Commissioner may from time to time determine, and
- 25.6.2 prior to the commencement of adoption leave, completes not less than 40 weeks' continuous service,

is entitled to payment at her or his ordinary rate of pay for a period of 14 weeks of adoption leave or the period of adoption leave taken, whichever is the shorter period.

## **26. Right to Request Additional Maternity, Parental Or Adoption Leave**

26.1 An officer who has been granted maternity, parental, or adoption leave in accordance with clauses 23, 24 or 25 of this Award may make a request to the Commissioner to;

- 26.1.1 extend a period of short term parental leave as provided for in subclause 24.1 of this Award to an unbroken period of 8 weeks;
- 26.1.2 extend the period of unpaid maternity, parental, or adoption leave for a further continuous period of leave not exceeding 12 months;
- 26.1.3 return from a period of full time maternity, parental or adoption leave on a part time basis until the child reaches school age;

to assist the officer in reconciling work and parental responsibilities.

26.2 The Commissioner shall consider the request having regard to the officer's circumstances and, provided the request is genuinely based on the officer's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or operational requirements. Such grounds

might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

### **27. Communication During Maternity, Parental Or Adoption Leave**

- 27.1 Where an officer is on maternity, parental or adoption leave and a definite decision has been made to introduce significant change at the workplace, the Commissioner shall take reasonable steps to;
- 27.1.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the officer held before commencing maternity, parental or adoption leave; and
- 27.1.2 provide an opportunity for the officer to discuss any significant effect the change will have on the status or responsibility level of the position the officer held before commencing maternity, parental or adoption leave.
- 27.2 The officer shall take reasonable steps to inform the Commissioner about any significant matter that will affect the officer's decision regarding the duration of maternity, parental or adoption leave to be taken, whether the officer intends to return to work and whether the officer intends to return to work on a part-time basis.
- 27.3 The officer shall also notify the Commissioner of changes of address or other contact details which might affect the Commissioner's capacity to comply with subclause 27.1.

### **28. Accrual of Leave While on Maternity, Parental Or Adoption Leave**

- 28.1 For the purpose of accrual of leave by an officer:
- 28.1.1 any period of maternity leave or adoption leave in respect of which payment was made at the rate of full pay is to be counted as service, and
- 28.1.2 half of any period of maternity leave or adoption leave in respect of which payment was made at the rate of half pay is to be counted as service.
- 28.2 For the purpose of accrual of leave by an officer, any period of maternity leave, adoption leave or parental leave taken as leave without pay is not to be counted as service except as provided by clause 19, Extended Leave.

### **29. Incremental Progression While on Maternity Leave, Adoption Leave Or Parental Leave**

- 29.1 For the purpose of payment of any increment to an officer:
- 29.1.1 a period of maternity leave or adoption leave in respect of which payment was made at the rate of full pay or half pay is to be counted as service, and
- 29.1.2 a period of any maternity leave, adoption leave or parental leave without pay is not to be counted as service.

### **30. Family and Community Service Leave**

- 30.1 The Commissioner shall, in the case of emergencies or in personal or domestic circumstances, grant to an officer some or all of the available family and community service leave on full pay.
- 30.2 Such cases may include but not be limited to the following:
- 30.2.1 compassionate grounds - such as the death or illness of a close member of the family or an officer or the officer's household;

- 30.2.2 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;
  - 30.2.3 emergency or weather conditions - such as when flood, fire or snow etc. threaten property and/or prevent an officer from reporting for duty;
  - 30.2.4 other personal circumstances - such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;
- 30.3 An officer is not to be granted family and community service leave for attendance at court to answer a criminal charge unless the Commissioner approves the grant of leave in the particular case.
- 30.4 The maximum amount of family and community service leave on full pay that may be granted to an officer is:
- 30.4.1 two and a half working days (19 working hours) during the first year of service, and 5 working days (38 working hours) in any period of 2 years after the first year of service, or;
  - 30.4.2 after the completion of 2 years service, 7.6 working hours for each completed year of service on or after 1 January 1995 and 8 working hours for each completed year of service prior to 1 January 1995, less any period of family and community service leave already taken by the officer.
- 30.5 Family and community service leave shall be debited in accordance with the ordinary hours the officer would have worked had they not been absent on such leave. Provided further that a Commissioned Officer with an annual leave entitlement of 5 weeks (190 hours) shall be debited 7.6 hours for each working day taken as family and community service leave.
- 30.6 The Commissioner may grant up to 5 working days' (38 working hours) family and community service leave without pay to an officer in any period of one year if the amount of paid family and community service leave available to the officer for that period has been used.
- 30.7 The amount of any family and community service leave without pay that may be granted under paragraph 30.6 in any period of one year is to be reduced by the amount of any paid family and community service leave already taken by the officer in the same period.

### **31. Leave Without Pay**

- 31.1 The Commissioner may grant leave without pay to an officer for a period not exceeding 3 years if good and sufficient reason is shown.
- 31.2 Leave without pay is subject to such conditions as the Commissioner may from time to time determine.
- 31.3 Leave without pay may be granted on a full-time or a part-time basis.
- 31.4 Leave without pay is not to be counted as service for the purposes of:
- 31.4.1 accrual of annual leave or sick leave, or
  - 31.4.2 the payment of any increment.
- 31.5 Leave without pay is not to be counted as service for the purposes of:
- 31.5.1 any qualification for promotion within the rank of constable, or
  - 31.5.2 the period of any probation.

- 31.6 This clause does not apply to leave without pay that is sick leave, maternity leave, adoption leave or parental leave.

### **32. Military Leave**

- 32.1 During the period of 12 months commencing on 1 July each year, the Commissioner may grant to an officer who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction conducted by the officer's unit.
- 32.2 Up to 24 working days (182.4 working hours) military leave per year may be granted by the Commissioner to members of the Naval and Military Reserves and up to 28 working days (212.8 working hours) per year to members of the Air Force Reserve for the activities specified in subclause 32.1 of this clause.
- 32.3 At the expiration of military leave, the officer shall furnish to the Commissioner a certificate of attendance signed by the commanding officer or other responsible officer.

### **33. Special Leave**

- 33.1 Special leave on full pay is to be granted to officers:
- 33.1.1 for the purpose of attending at any examination under the Police Act 1990 or the Police Regulation 2008, and
- 33.1.2 up to a maximum of 38 working hours in any 1 year for the purpose of attending at any other examination approved by the Commissioner for the purposes of this subclause.
- 33.2 Special leave granted under subclause 33.1 for the purposes of attending at an examination is to include leave for any necessary travel to or from the place at which the examination is held.
- 33.3 Special leave on full pay may be granted to officers for such other purposes and during such periods and subject to such conditions as may be determined from time to time by the Public Sector Workforce Office.

## **SECTION 3**

### **ASSOCIATION ACTIVITIES**

#### **34. Association Activities Regarded as Special Leave**

- 34.1 The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:
- 34.1.1 annual or biennial conferences of the delegate's union;
- 34.1.2 meetings of the union's Executive, Committee of Management or Councils;
- 34.1.3 annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- 34.1.4 attendance at meetings called by Unions NSW involving a public sector association, which requires attendance of a delegate;
- 34.1.5 attendance at meetings called by the Public Sector Workforce Office, as the employer for industrial purposes, as and when required;
- 34.1.6 giving evidence before an Industrial Tribunal as a witness for the Association;



- 34.1.7 reasonable travelling time to and from conferences or meetings to which the provisions of clauses 34, 35 and 36 of this Award apply.

### **35. Association Activities Regarded as on Duty**

- 35.1 An Association delegate will be released from the performance of normal departmental duty when required to undertake any of the activities specified below. While undertaking such activities the Association delegate will be regarded as being on duty and will not be required to apply for leave:
- 35.1.1 Attendance at meetings of the workplace's Occupational Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Occupational Health and Safety Committee members at a place of work as provided for in the Occupational Health and Safety Act 2000 and the Regulations;
- 35.1.2 Attendance at meetings with workplace management or workplace management representatives;
- 35.1.3 A reasonable period of preparation time, before -
- (a) meetings with management;
  - (b) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
  - (c) any other meeting with management,
- 35.1.4 by agreement with management, where operational requirements allow the taking of such time;
- (a) giving evidence in court on behalf of the employer;
  - (b) appearing as a witness before the Government and Related Employees Appeal Tribunal;
  - (c) representing their Association at the Government and Related Employees Appeal Tribunal as an advocate or as a Tribunal member;
  - (d) presenting information on the Association and Association activities at induction sessions for new staff of the New South Wales Police Force; and
  - (e) distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

### **36. Association Training Courses**

- 36.1 The following training courses will attract the grant of special leave as specified below:
- 36.1.1. Accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members. The provider(s) of accredited OH&S training courses and the conditions on which special leave for such courses will be granted shall be negotiated between the Commissioner and the Association under a local arrangement pursuant to clause 15, Local Arrangements, of this Award.
- 36.1.2 Courses organised and conducted by the Trade Union Education Foundation or by the officer's Association or a training provider nominated by the Association. A maximum of 12 working days (91.2 working hours) in any period of 2 years applies to this training and is subject to the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff.

## SECTION 4

## NON-COMMISSIONED OFFICERS

## 37. Salaries (Other Than Detectives)

- 37.1 Subject to the *Police Act* 1990, and Regulations and any requirements there under and to the provisions of clause 58, "Competency Based Incremental Progression" (Non-Commissioned Officers), of this Award, a Non-Commissioned Officer (other than Detectives) shall, according to the rank held and the incremental level achieved, be paid a base salary of not less than the amounts prescribed in Table 1 - Non-Commissioned Officers' (Other than Detectives) Salaries of PART B, Monetary Rates.

## 38. Salaries (Detectives)

- 38.1 Subject to the *Police Act* 1990, and Regulations and any requirements there under and to the provisions of clause 58, "Competency Based Incremental Progression" (Non-Commissioned Officers), of this Award, a Detective shall, according to the rank held and the incremental level achieved, be paid a base salary of not less than the amounts prescribed in Table 2 - Detectives' Salaries of PART B, Monetary Rates. In addition to their base salary Detectives shall be paid the following allowances in the nature of salary:
- 38.1.1 the Loading prescribed by clause 39 of this Award; and
- 38.1.2 an allowance equivalent to a Grade 3 (5 years after permanent appointment) Special Duties Allowance as prescribed in Table 7 - Special Duties Allowances (Non-Commissioned Officers) of Part B Monetary Rates; and
- 38.1.3 the allowance as prescribed in Table 6 - Detectives' Special Allowance of Part B Monetary Rates.
- 38.2 Upon the day of permanent appointment of a Non Commissioned Officer as a Detective, he/she will transition from Table 1 - Non-Commissioned Officers' (Other than Detectives) Salaries to Table 2 - Detectives' Salaries of PART B in accordance with the following table and subject to the provisions of sub clause 40.4;

Incremental Level prior to permanent appointment	Incremental Level upon permanent appointment
Probationary Constable (Level 1)	
Constable Level 2	
Constable Level 3	
Constable Level 4	Detective 1st Year
Constable Level 5	Detective 2nd Year
Senior Constable Level 1	Detective 3rd Year
Senior Constable Level 2 Step 1	Detective 4th Year
Senior Constable Level 2 Step 2	Detective 4th Year
Senior Constable Level 3 Step 1	Detective 5th Year
Senior Constable Level 3 Step 2	Detective 5th Year
Senior Constable Level 3 Step 3	Detective 5th Year
Senior Constable Level 4 Step 1	Detective 6th Year
Senior Constable Level 4 Step 2	Detective 6th Year
Senior Constable Level 5 Step 1	Detective 7th Year
Senior Constable Level 5 Step 2	Detective 7th Year
Senior Constable Level 6	Detective 8th Year
Senior Constable (more than 1 years service on Level 6)	Detective 9th Year
Sergeant 1st year	Detective Sergeant 1st Year
Sergeant 2nd year	Detective Sergeant 2nd Year
Sergeant 3rd year	Detective Sergeant 3rd Year

Sergeant 4th year	Detective Sergeant 3rd Year
Sergeant 5th year	Detective Sergeant 4th Year
Sergeant 6th year	Detective Sergeant 4th Year
Sergeant 7th year	Detective Sergeant 5th Year
Sergeant 8th year	Detective Sergeant 5th Year
Sergeant 9th year	Detective Sergeant 6th Year
Senior Sergeant 1st year	Detective Senior Sergeant 1st Year
Senior Sergeant 2nd year	Detective Senior Sergeant 1st Year
Senior Sergeant 3rd year	Detective Senior Sergeant 2nd Year
Senior Sergeant 4th year	Detective Senior Sergeant 3rd Year
Senior Sergeant 5th year	Detective Senior Sergeant 4th Year

- 38.3 Non-Commissioned Officers who are classified as Constable Level 2, Constable Level 3, Senior Constable Level 6 (more than 1 year's service on level 6) shall, as at the date of transition to the Detectives' salary scale, be entitled to their next increment 12 months from the date of such transition. All other Non-Commissioned Officers who are permanently appointed as a Detective shall retain their existing increment date.
- 38.4 A Non-Commissioned Officer who ceases to be a Detective shall revert to the rank and increment level he or she would have otherwise occupied had they not been appointed as a Detective. This does not preclude action under section 173 of the Police Act 1990.
- 38.5 No directed transfers (involuntary) out of a criminal investigation position are to occur without reference to and approval of the Director, Corporate Human Resources.

### 39. Loading

- 39.1 A Non-Commissioned Officer shall, in addition to the salary prescribed in clause 37, Salaries, of this Award, be paid an allowance calculated to the nearest dollar, at the rate of 11.5% of such salary. The allowance being a loading for work performed on weekends, shift work, recall to duty and other incidents of employment not covered elsewhere in this Award, and including a Loading formerly paid on Annual Leave.

### 40. Leading Senior Constables

- 40.1 Subject to provisions duly agreed between the Commissioner and the Association a Non-Commissioned Officer of the rank of Senior Constable may be appointed as a Leading Senior Constable.
- 40.2 The Commissioner may revoke the appointment of a Leading Senior Constable at any time. The circumstances under which such an appointment is revoked shall be subject to provisions duly agreed between the Commissioner and the Association. The revocation of the appointment of a Leading Senior Constable shall not be regarded as reviewable action for the purpose of section 173(3) of the *Police Act 1990*.
- 40.3 Incremental progression for Leading Senior Constables shall be subject to the provisions of clause 58 of this Award.
- 40.4 Where a Leading Senior Constable is to be permanently appointed as a Detective as a result of a voluntary transfer to that position, they shall immediately prior to their permanent appointment, revert to the Level and Step they would have attained if they had never been appointed as a Leading Senior Constable. Only then will the Non-Commissioned Officer transition in accordance with sub clause 38.2.
- 40.5 A Leading Senior Constable, who is involuntarily transferred, involuntarily temporarily transferred or involuntarily seconded to a position that would normally attract the salary of a Detective, shall be subject to provisions duly agreed between the Commissioner and the Association.

- 40.6 In circumstances where an officer who has previously held an appointment as a Leading Senior Constable, and who has relinquished such appointment with a view to seeking appointment elsewhere, applies for a further appointment, that such officer may, in their application seek appointment at the level and step previously achieved, and if such an officer succeeds in gaining that further appointment as a Leading Senior Constable, then such officer is to be appointed at the level or step previously held.

Their incremental date however shall be the date of taking up duty in the new appointment, and such officer shall be required to serve a minimum of twelve months on the level or step at which they were appointed, before being eligible for further incremental movement.

These provisions shall not apply to any officer whose previous appointment as a Leading Senior Constable was revoked for any reason whatsoever or who has voluntarily relinquished their appointment in circumstances of adverse performance assessments.

#### **41. Special Duties Allowance**

- 41.1 In addition to the rates prescribed for Non Commissioned Officers by clause 37 Salaries (Other than Detectives) and clause 39 Loading of this Award a Non-Commissioned Officer who holds a position set out hereunder shall on the determination of the Commissioner be paid the appropriate allowance prescribed in Table 7- Special Duties Allowances (Non-Commissioned Officers) of PART B, Monetary Rates of this Award, provided that, in respect to grades 1 to 4, where more than one rate applies to a Non-Commissioned Officer they shall only be entitled to one rate namely the higher or highest;

#### 41.2 Gradings

##### Grade 1

Trainee Prosecutor, Legal Services

Part Time Rescue/Bomb Operator, Special Services Group

Teacher, Operational Safety Trainer, Weapons Instructor Part Time, Local Area Commands

Breath Analysis Operative, Breath Analysis and Research Unit

Highway Patrol Officer, Local Area Commands and Traffic Services

Policy Officer, Traffic Policy

Analyst/Senior Analyst Workforce Planning, Human Resource Services

Surveillance Operative, State Surveillance Branch, Special Services Group

Tactical Airborne Technician, Technical Surveillance Operative, Police Aviation Support Branch, Special Services Group

Senior Operations Officer, Communications

Negotiator Part time, Local Area Commands and Specialist Sections

State Protection Support Unit Part time Operative, Country Local Area Commands

##### Grade 2

Armoury Technician, Armoury, State Protection Group

Investigator, Crash Investigation Unit

Diver, Police Diving Unit

Teacher, Driving Instructor, Police Driver, Education Services

Engineering Investigator, Engineering Investigation Unit, Forensic Services Group

Master Class V, Marine Area Command

Incident Reconstruction Operative, Forensic Services Group

STIB Operative, State Technical Investigation Branch, Special Services Group

Teacher, Foundational Studies, Education Services,

Teacher, Continuing Education, Education Services

Teacher, Operational Safety Trainer, OSTU, Westmead, Goulburn and Regions

Technical Officer, Metropolitan Radio Network

Technical Officer, Radar Engineering Unit

#### Grade 3

Crime Scene Examiner, Forensic Services Group

Investigator (Detective), Local Area Commands, State Crime Command and Specialist Commands

Document Examiner, Forensic Services Group

Finger Print Technician, Forensic Services Group

Firearms/Ballistics Examiner, Forensic Services Group

Operative, Tactical Operations Unit, State Protection Group

Rescue/Bomb Operator Special Services Group

Criminal Profiler, Practitioner, Crime Faculty

#### Grade 4

Prosecutors, Legal Services

- 41.3 Any Non-Commissioned Officer classified as a Detective, as defined in clause 3, Definitions, shall not be entitled to any Special Duties Allowance.

### **42. Professional/Academic Qualification Allowance**

- 42.1 In addition to the rates prescribed for Non-Commissioned Officers by clause 37 Salaries (Other than Detectives), clause 38 Salaries (Detectives) and clause 39, Loading of this Award a Non-Commissioned Officer who possesses a qualification set out hereunder shall, on the determination of the Commissioner, be paid the appropriate allowance prescribed in Table 8 - Professional/Academic Qualification Allowance (Constable or Senior Constable) of PART B, Monetary Rates of this Award.
- 42.2 Non-Commissioned Officers shall only be entitled to the payment of one allowance, namely the highest, depending upon the qualification held.
- 42.3 On and from the beginning of the first full pay period to commence on or after 1 January 2002 the Professional/Academic Qualification Allowances prescribed by this clause shall only apply to Non-

Commissioned Officers of and below the rank of Senior Constable who hold vocationally relevant degrees provided that:

- 42.3.1 Vocational relevance will be at the discretion of the Tertiary Scholarship Review Committee;
- 42.3.2 Relevant degrees will not include degrees achieved under any program whereby the New South Wales Police Force meets the course fees and/or HECS (other than by way of reimbursement under the Tertiary Scholarship Scheme), or provides for the course to be undertaken in normal working time or as study leave, (as opposed to the normal provisions of study time being applied), nor in circumstances where the New South Wales Police Force meets the costs associated with the undertaking of the course or a series of courses, including accommodation costs;
- 42.3.3 Payment of the Professional/Academic Qualification Allowance shall cease when a Non-Commissioned Officer achieves their first merit-based promotion.
- 42.3.4 Payment of the Professional/Academic Qualifications Allowance shall be suspended for any period a Non-Commissioned Officer is temporarily appointed to the rank of Sergeant and above pursuant to section 67 of the *Police Act 1990*.

#### **43. On Call Allowances**

- 43.1 "On Call" shall mean a situation in which a Non-Commissioned Officer is rostered, or directed by a superior officer, to be available to respond forthwith for duty outside of their ordinary working hours or shift. A Non-Commissioned Officer placed on call shall remain contactable by telephone for all of such time unless working in response to a call or with the consent of their appropriate superior officer. Whilst on call a Non-Commissioned Officer may be required to retain a personal paging device within earshot at all times.
- 43.2 Vehicle Care - When a Non-Commissioned Officer has been placed On Call, and in addition to being on call is required to take charge of a vehicle which is the property of the New South Wales Police Force together with all Police equipment therein and/or thereon and provide garage, or other reasonable parking facilities therefore having regard to its size, such officer shall be paid for each 24 hours or part thereof at the rate specified in Table 9, Vehicle Care.
- 43.3 Rates of Allowance  

In addition to the Salaries prescribed in clause 37 Salaries (Other than Detectives), clause 38 Salaries (Detectives) and clause 39, Loading, a Non-Commissioned Officer placed on call, as defined in subclause 43.1 above, shall be paid the appropriate allowance as set out in Table 9 - On-Call Allowances (Non-Commissioned Officers) of PART B, Monetary Rates.
- 43.4 The payment of on call and vehicle care allowances prescribed in Table 9 - On-Call Allowances (Non-Commissioned Officers) of PART B, Monetary Rates. of this Award shall not apply in the case of Non-Commissioned Officers performing the role of or relieving in the role of Lock Up Keeper, and in the case of Officers In Charge of one person stations; except when such Non-Commissioned Officers are rostered or directed to remain on call (as defined) which thereby places a restriction on the officer's off duty hours which is greater than that normally expected of those positions.

#### **44. Hours of Duty**

- 44.1 The ordinary hours of duty for all Non-Commissioned Officers exclusive of meal breaks shall not exceed, on average, 38 hours per week and shall be worked from Sunday to Saturday inclusive.
- 44.2 The 38 hour week shall be maintained by the general application of flexible rostering which is characterised by Non-Commissioned Officers working an average of 38 hours per week over an approved roster period consistent with flexible rostering guidelines that are agreed between the parties.

- 44.3 In accordance with the flexible rostering guidelines the development of an appropriate roster is subject to the agreement of the relevant Commander/Manager and a simple majority of the Non-Commissioned Officers involved.
- 44.4 Non-Commissioned Officers shall be entitled to two (2) rest days in each seven calendar days, or four rest days in each fourteen (14) calendar days.
- 44.5 Rosters shall provide Non-Commissioned Officers with an average of 1 complete Sunday off per fortnight and 1 complete weekend per month off duty, as a minimum.
- 44.6 Rosters shall be arranged as far as practicable to give at least seven (7) days notice of the particular day or days to be allotted as rest days.
- 44.7 A Non-Commissioned Officer shall, if practicable, be given at least 24 hours notice of a change of rostered shift, or the proposed deferment or cancellation of any rest day. A Non-Commissioned Officer required to perform a shift on a rostered rest day who is not notified of such change of rostered duty at least 24 hours before the commencement of the altered shift shall be paid at the overtime rate specified in clause 47 of this Award for the performance of duty on that shift in lieu of being granted an alternate rest day.
- 44.8 The roster of each Non-Commissioned Officer shall, as far as practicable, be arranged so as to allow at least ten (10) hours between the termination of one rostered shift and the commencement of the next rostered shift. Should a Non-Commissioned Officer not be allowed such a break then that period of the shift which falls within the ten (10) hour break shall be paid at the rate of time and one half (i.e. half time in addition to ordinary rate). Provided further that this subclause shall not apply to the day of changeover from cycles of rostered shifts.
- 44.9 Non-Commissioned Officers shall not be directed to work broken shifts.

#### 45. Shift Allowance

- 45.1 A Non-Commissioned Officer who works a full shift shall be paid, in addition for each shift actually worked, an allowance in accordance with the following table:

	COMMENCING TIME	ALLOWANCE
Day	At or after 6am and before 10 am	0%
Afternoon	At or after 10am but before 1pm (C Shift)	10%
Afternoon	At or after 1pm and before 4pm (A Shift)	15%
Night	At or after 4pm and before 4am (B Shift)	17.5%
Night	At or after 4am and before 6am (C Shift)	10%

- 45.2 The allowance prescribed in subclause 45.1 above shall be based upon the following formula:

$$A = \frac{S}{52.17857} \times \frac{1}{7} \times \frac{1}{8} \times R \times H$$

Where:

- A = Shift Allowance Payable (rounded to the nearest cent)
- S = The rate of pay for a Sergeant 5th Year as specified in Table 1 - Non-Commissioned Officers' (Other than Detectives) Salaries of PART B, Monetary Rates.
- R = The relevant percentage rate as prescribed in subclause 45.1 above.
- H = Number of ordinary hours in the shift.

- 45.3 For the purpose of making a claim for payment, the shifts attracting a 10% allowance shall be known as a "C" shift; the shifts attracting an allowance of 15% shall be known as an "A" shift; and the shifts attracting an allowance of 17.5% shall be known as a "B" shift.
- 45.4 A Non-Commissioned Officer shall not be required to work a full "B" shift for more than seven shifts in any period of 21 days unless payment is made at the rate of time and one half (i.e. a half time in addition to ordinary rate) for the period of each of the rostered shifts exceeding seven and payment is made at the rate of double time for all overtime on any shift.
- 45.5 A Non-Commissioned Officer who, because of the operation of subclause 47.7, Overtime works only part of a shift specified in the above table, shall be entitled to the full allowance prescribed for such shift.

#### 46. Meals

- 46.1 A Non-Commissioned Officer shall be allowed an unbroken period of not less than thirty minutes each shift for meals.
- 46.2 A Non-Commissioned Officer shall not normally be required to work more than five hours without a meal break. Provided that where shifts in excess of 10 hours are worked the additional meal break, brought about by the operation of this subclause, shall be a paid crib break of no more than 20 minutes duration.
- 46.3 A Non-Commissioned Officer who actually incurs expense in purchasing a meal:
- 46.3.1 when they have worked more than one half hour beyond the completion of a rostered shift or;
  - 46.3.2 where they have performed duty at a place where no reasonable facilities were available for partaking of a meal; or
  - 46.3.3 where they are performing escort duty and cannot carry a meal;

shall be entitled to be compensated in accordance with the rates prescribed in Table 10 - Meal Allowances (Non-Commissioned Officers) of PART B, Monetary Rates. Provided where the actual expenditure exceeds the rates prescribed a Non-Commissioned Officer shall be entitled to a refund of amounts actually paid upon production of receipts.

#### 47. Overtime

- 47.1 All overtime worked by a Non-Commissioned Officer outside of the ordinary hours of work prescribed by clause 44 Hours of Duty, shall be at the rate of time and one half for the first two hours and double time thereafter, such double time to continue until completion of the overtime work. Provided that a Non-Commissioned Officer who works overtime on a public holiday prescribed in clause 57, Public Holidays, shall be paid for such time at the rate of double time for the first two hours and double time and one half thereafter. Except as provided for in this subclause or subclause 47.5, in computing overtime, each day's work shall stand alone.
- 47.2 Overtime shall be calculated to the nearest quarter hour provided that periods of less than a quarter hour shall not be counted.
- 47.3 Overtime for Non-Commissioned Officers shall be calculated on an hourly rate of pay assessed on total annual salary of a Non-Commissioned Officer comprising the rate of salary prescribed by Table 1 - Non-Commissioned Officers' (Other than Detectives) Salaries of PART B, Monetary Rates and those allowances, excluding the loading prescribed by clause 39 Loading of this Award, which constitute salary and attract superannuation deductions.
- 47.4 In lieu of the provisions of sub-clause 47.3 above, overtime for Detectives shall be calculated on an hourly rate of pay assessed on total annual salary of a Detective comprising the rate of base salary



prescribed by Table 2 - Detectives' Salaries of PART B, Monetary Rates and those allowances, which constitute salary and attract superannuation deductions excluding the loading prescribed by clause 39 Loading of this Award and excluding the Allowance prescribed by Table 6 - Detectives' Special Allowance - Part B, Monetary Rates.

- 47.5 Time spent travelling shall not be calculated as overtime for the purpose of this clause unless a Non-Commissioned officer is performing a specific task (e.g. prisoner or money escort.)
- 47.6 Approval to work overtime shall be obtained from the appropriate delegated officer at the time, or where this is not feasible, the circumstances shall be reported at the first available opportunity to the appropriate officer who shall, if the working of overtime was justified, certify that the work was necessarily performed.
- 47.7 Where a Non-Commissioned Officer works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least ten (10) consecutive hours off duty between these times, they shall be released after the completion of such overtime until the Non-Commissioned officer has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the direction of the Non-Commissioned Officer's superior, he/she resumes or continues work without having had such ten (10) consecutive hours off duty, they shall be paid at the rate of double time (single time in addition to ordinary rate when such work occurs during an ordinary rostered shift) until they are released from duty for such period and the Non-Commissioned Officer shall then be entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

Provided that all overtime worked as a result of a recall shall not be regarded as overtime for the purpose of this subclause when the actual time worked is less than three hours on such recall or on each of such recalls.

- 47.8 In situations where two (or more in the case of multiple recalls) periods of overtime are worked on one day, then only the time actually worked shall count for the determination of the payment of double time.

#### **48. Recall to Duty**

- 48.1 A "recall to duty" is the interference with the period of time off work between the arrival of a Non-Commissioned Officer at home after the conclusion of one shift and the commencement of the next rostered shift caused by the necessity for a Non-Commissioned Officer to perform their duty and whether such recall is at the direction of a senior officer of the New South Wales Police Force or by the reasonable action of a Non-Commissioned Officer responding in the public interest. A recall commences when the Non-Commissioned Officer commences duty (excluding travel from home) and terminates when the duty is completed (excluding travel to home) or the commencement of the next shift whichever is the sooner.
- 48.2 A Non-Commissioned Officer recalled to duty shall be paid, subject to subclause 0, Overtime, for the time worked on such recall to duty between normal rostered shifts a minimum of three hours at the overtime rate specified in subclause 47.1, Overtime for each time they are recalled, except where such duty is continuous with the commencement of the next rostered shift.
- 48.3 A Non-Commissioned Officer recalled to duty within three hours of the commencement of the next rostered shift shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such shift.
- 48.4 The minimum period for the payment of overtime worked specified in subclause 47.2, Overtime shall not apply to entitlements under this clause.
- 48.5 A Non-Commissioned Officer who performs the duty for which they are recalled within the minimum period of three hours shall not be required to undertake any additional duty for the remainder of the three hour period.

- 48.6 A Non-Commissioned Officer recalled to duty whose period of duty and travel to and from the place where duty is performed exceeds three hours shall, in addition to payment for the recall to duty, be compensated at the rate specified for travelling time in clause 54, Travelling Time for any period of travel exceeding two hours.
- 48.7 In the case of multiple recalls to duty a Non-Commissioned Officer will be compensated by payment of the minimum of three hours for each recall provided either:
- 48.7.1 a lapse of at least one hour in time has occurred between the completion of the previous paid recall and the time of the subsequent recall; or
  - 48.7.2 the Non-Commissioned Officer is required to arise from bed and a lapse of at least 20 minutes has occurred between the completion of duty performed on the previous paid recall and the time of the subsequent recall.
- 48.8 Recall During Annual and Extended Leave
- 48.8.1 A Non-Commissioned Officer recalled to duty during any period of annual or extended leave may elect to be recredited with a full day's leave for each day or part thereof involved in the recall to duty or to be paid a minimum of eight hours at the rate of time and one half for each day or part thereof. (i.e. time and one half in addition to ordinary rate.) For the purpose of this subclause a full day's leave shall equate to an ordinary rostered shift in accordance with the agreed flexible roster under which the Non-Commissioned Officer is working at the time the leave is taken.
  - 48.8.2 Time worked in excess of eight hours on any recall to duty during annual or extended leave shall be compensated at the rate of double time.
  - 48.8.3 Travelling time incurred in any recall to duty from annual or extended leave which falls outside the minimum eight hours granted under paragraph 48.8.1 above shall be compensated at the rate of ordinary time.

48.9 Recall on Public Holiday

A Non-Commissioned Officer recalled to duty on a public holiday shall be paid in accordance with subclause 48.2 above.

48.10 Recall on Rest or Recurrent Leave Day

A Non-Commissioned Officer recalled to duty on a rest or recurrent leave day may elect:

- 48.10.1 to be compensated for such recall in accordance with this clause; or
- 48.10.2 to be rostered to commence a normal flexible shift from the time of recall payable at the overtime rate specified in subclause 47.1, Overtime in lieu of being recredited with an alternate rest or recurrent leave day.

#### **49. Court Attendance Between Shifts**

- 49.1 A Non-Commissioned Officer recalled to duty to attend court shall be compensated in accordance with clause 48, Recall to Duty.
- 49.2 A Non-Commissioned Officer required to attend court who has completed a "B" shift and has insufficient time to return to their home before attending court shall be paid:
- 49.2.1 at the overtime rate specified in subclause 47.1, Overtime for the period between the termination of the shift and the completion of duty at court less meal break; and
  - 49.2.2 a meal allowance at the appropriate rate.

- 49.3 A Non-Commissioned Officer who has attended court and has insufficient time to return to their home before commencing their next shift may be paid:
- 49.3.1 at the overtime rate specified in subclause 47.1, Overtime for the period between the commencement of duty at court and the commencement of the rostered shift less meal break, and,  
a meal allowance at the appropriate rate or
- 49.3.2 If the New South Wales Police Force requirements permit, he/she may elect to complete a normal flexible shift from the time of commencement of duty at court in lieu of being paid overtime.

### **50. Lockup Keepers' Or Sole Detective's Recall**

A Non-Commissioned Officer performing duty as a Lockup Keeper or Sole Detective attached to a station shall be compensated for recalls to duty as follows:

- 50.1 A Non-Commissioned Officer will be paid for a minimum period of one hour at the rate of time and one half when that officer is recalled to answer telephone or door calls between the hours of 11 pm and 8 am. Provided that in the case of a Non-Commissioned Officer required to work a full shift, commencing at or after 4 pm and before 4 am, an equivalent period of sleep (i.e. 9 hours) upon the termination of that duty will be recognised for payment of telephone/door calls in the manner prescribed above.
- 50.2 A Non-Commissioned Officer will be paid a minimum period of one hour at the rate of time and one half when he/she is required to leave the residence and enter the lockup for purposes such as consulting or making entries in official records, or, in the case of a Lockup Keeper, receiving charges preferred by any police officer.
- 50.3 The provisions of subclauses 50.1 and 50.2 above will also apply in cases where a Non-Commissioned Officer other than the Lockup Keeper or Sole Detective undertakes the duties of the Lockup Keeper or Sole Detective and is similarly recalled.
- 50.4 Where a recall to duty mentioned in subclauses 50.1, 50.2 and 50.3 above is within one hour of the commencement of the next rostered shift a Non-Commissioned Officer will be paid at the rate of time and one half for the time of recall to the time of commencement of such shift.
- 50.5 A Non-Commissioned Officer will be paid for a minimum of three hours, subject to subclause 0, Overtime, at the overtime rate specified in subclause 47.1, Overtime each time the duty performed involves leaving the residence or lockup and proceeding to any other place than the police office, whether such place is in the same building as the lockup or adjacent premises.
- 50.6 Where the recall to duty mentioned in subclause 50.5 above is within three hours of the commencement of the next rostered shift a Non-Commissioned Officer will be paid at the overtime rate specified in subclause 47.1, Overtime from the time of recall to the time of commencement of such shift.
- 50.7 In the case of multiple recalls a Non-Commissioned Officer will be compensated by payment for the minimum prescribed in this clause for each recall provided that either:
- 50.7.1 a lapse of at least one hour in time has occurred between the completion of the duty performed on the previous paid recall and the time of the subsequent recall; or
- 50.7.2 the Non-Commissioned Officer is required to arise from bed and a lapse of at least 20 minutes has occurred between the completion of duty performed on the previous paid recall and the time of the subsequent recall. Provided further that the same time restrictions prescribed in subclause 50.1 shall also apply in the case of multiple telephone/door calls.

- 50.8 The provision of subclauses 48.2, 48.3, 48.7, 48.9, Recall to Duty, shall not apply to this clause. Provided that the provisions of paragraphs 48.8.1 and 48.8.3 shall only apply in the case of recalls which attract a minimum of 3 hours payment.

### **51. On Call Detectives Recall**

A Non-Commissioned Officer performing duty as an on call Detective shall be compensated for recalls to duty as follows;

- 51.1 A Non-Commissioned Officer engaged as an on call Detective, as provided in subclause 43.1, On Call Allowance, will be paid for a minimum period of one hour at the rate of time and one half when that officer is recalled to answer duty related telephone or door calls whilst rostered on call.
- 51.2 Where the recall mentioned in subclause 51.1 above is within one hour of the commencement of the next rostered shift a Non-Commissioned Officer will be paid at the rate of time and one half from the time of the recall to the time of commencement of such shift.
- 51.3 Where the recall mentioned in subclause 51.1 exceeds one hour, through a protracted telephone call or the necessity of the officer to make further inquiries which are work related and directly related to the initial phone call received, payment will continue at the rate of time and one half until the finalisation of inquiries. In such case payment should be calculated to the nearest quarter hour. Periods of less than a quarter of an hour are to be disregarded.
- 51.4 In the case of multiple recalls a Non-Commissioned Officer will be compensated by payment for the minimum period prescribed in this clause for each recall provided that either;
- 51.4.1 a lapse of at least one hour in time has occurred between the completion of the duty performed on the previous paid recall and the time of the subsequent recall; or
- 51.4.2 the Non-Commissioned Officer is required to arise from bed and a lapse of at least 20 minutes has occurred between the completion of duty performed on the previous paid recall and the time of the subsequent recall.
- 51.5 For the purpose of this clause an On Call Detective shall mean a Non-Commissioned Officer who is a designated Detective and permanently appointed to criminal investigation duty. It shall also apply to Non-Commissioned Officers who are non-designated but are permanently appointed to criminal investigation duties for the purpose of achieving designation as a Detective.
- 51.6 An On Call Detective shall also mean a Non-Commissioned Officer who has been temporarily transferred or seconded to criminal investigation duties, and has been rostered on call in that capacity.

### **52. On Call Telephone Recall (Other Than Detectives)**

- 52.1 A Non-Commissioned Officer placed on call, as provided in subclause 43.1, On Call Allowance, will be provided time off in lieu at the overtime rate prescribed at clause 47 Overtime, when that officer is recalled to answer duty related telephone or door calls whilst rostered on call.

### **53. Penalty Provisions Not Cumulative**

- 53.1 Where two or more penalty and/or overtime provisions could apply in a particular situation, the New South Wales Police Force shall be bound to pay only one of such provisions. Where the provisions are not identical, the higher or highest, as the case may be, shall apply. Provided further that the Public Holiday penalty payable to Non-Commissioned Officers in accordance with subclause 57.1 shall be paid in addition to any shift allowance that may be payable in accordance with subclauses 45.1 and 45.4, Shift Allowances.

#### 54. Travelling Time

- 54.1 Travelling time for Non-Commissioned Officers shall be compensated by payment at the ordinary time rates on an hour for hour basis up to a maximum of 8 hours in any period of 24 hours.
- 54.2 Travelling time shall mean the time spent in the movement of a Non-Commissioned Officer from one locality to another where the primary objective of the journey is the movement of that Non-Commissioned Officer to the latter locality and no specific task other than travelling is directed in advance to be performed by that Non-Commissioned Officer during that period.
- 54.3 A Non-Commissioned Officer will not be regarded as performing a specific task in terms of the definition of travelling time unless their task is the acceptance of responsibilities other than:
- 54.3.1 Driving a vehicle used for police purposes (except in the case of a non-commissioned officer whose main official function is the driving of vehicles used for police purposes).
  - 54.3.2 Monitoring police radio broadcasts on the equipment installed in a vehicle used for police purposes (except in the case of a Non-Commissioned Officer whose main official function is the monitoring of police radio broadcasts).
- 54.4 Travelling time will not apply in respect of:
- 54.4.1 Any period of travel during the rostered shift of a Non-Commissioned Officer or any period during which overtime accrues.
  - 54.4.2 Any period of travel between the home of a Non-Commissioned Officer and their place of attachment - provided further that where a Non-Commissioned Officer is directed to perform duty at a Section, Branch or Station or other locality other than that to which the Non-Commissioned Officer is attached, the travelling time to and from that Section, Branch or Station or other locality which exceeds that taken in travelling time between their home and their place of attachment shall be compensated in terms of subclause 54.1 above.
  - 54.4.3 Any period where a Non-Commissioned Officer is travelling by ship upon which meals and accommodation are provided and by train between the hours of 11pm and 8am when sleeping accommodation is provided.
  - 54.4.4 Any period of travel by a Non-Commissioned Officer proceeding on transfer, temporary transfer or interchange duty.
  - 54.4.5 Any period of travel by a Non-Commissioned Officer recalled to duty in terms of subclause 48.1, Recall to Duty. Provided that any Non-Commissioned Officer so recalled to duty who resides at such a distance from the place to which they are recalled that they cannot reasonably travel from their place of residence and return to their residence within the minimum of 3 hours shall be paid at ordinary time rates for all time spent travelling in connection with such recall in excess of 2 hours.
  - 54.4.6 Any period of travel by metropolitan officers to or from non-residential in-service training courses where such courses are conducted within the metropolitan area.
  - 54.4.7 Any period between the arrival of a Non-Commissioned Officer at their destination or a place on route to their destination where accommodation is provided and the departure from their destination or the place en route to their destination. Provided further that on the day of arrival of a Non-Commissioned Officer at their destination and on the day of departure from their destination for the journey home or place of attachment she/he will be compensated in terms of subclause 54.1 for one third of the period:
    - (a) Between the time of arrival and commencement of duty or rostered shift;

- (b) Between the time of completion of duty or rostered shift and time of departure.

For the purpose of this paragraph any period between the hours of 6pm and 8am during which a Non-Commissioned Officer is provided with accommodation at their destination will be disregarded.

- 54.5 Where a Non-Commissioned Officer performs duty at a place other than the Station, Section or Branch to which they are attached, the time taken travelling to and from such place in excess of normal travelling time between their home and place of attachment shall be compensated by payment at the travelling time rate, as specified in subclause 54.1.
- 54.6 A Non-Commissioned Officer travelling in accordance with subclause 54.5 above shall be entitled to recover from the New South Wales Police Force the cost of any fares in excess of those normally incurred in travelling between their home and place of attachment.

### **55. Time in Lieu of Payment of Travelling Time and Overtime**

- 55.1 A Non-Commissioned Officer may elect, with the approval of their commander/manager, to take time off in lieu of payment for their entitlements under the provisions of Clause 47 Overtime, or Clause 54 Travelling Time.
- 55.2 When a Non-Commissioned Officer works any overtime or incurs any travelling time they may aggregate the entitlements in respect of such overtime or travelling time and elect to take time off in lieu of payment for those entitlements.
- 55.3 Time off in lieu shall be calculated at the same rate that would have applied to the payment of overtime and travelling time in terms of clauses 47 and 54.
- 55.4 Time off in lieu shall generally be taken when sufficient time has been accrued to enable a full shift or multiples thereof, to be taken off duty. Time off in lieu may be combined with other forms of leave to enable a full shift to be taken off duty. Subject to operational convenience a commander/manager may approve applications for time off in lieu of less than a full shift.
- 55.5 Subject to the provisions of this clause Non-Commissioned Officers who have an entitlement to overtime or travelling time may elect to take part of their entitlement as time off in lieu and receive payment for the remaining portion of the entitlement. A Non-Commissioned Officer cannot be compelled to take time off in lieu of payment for overtime or travelling time.
- 55.6 Unless otherwise approved by the Commissioner, the maximum amount of time off in lieu accrued by a Non-Commissioned Officer shall not exceed 48 hours. Where a Non-Commissioned Officer has exceeded the accrual limit prescribed by this subclause no further applications for time off in lieu shall be approved until a suitable reduction has been made to the total time off in lieu entitlement.

### **56. Relieving Duty**

- 56.1 Any constable relieving a Sergeant or Senior Sergeant for not less than 1 week during such period performing the duties of the relieved officer shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Sergeant 1st Year.
- 56.2 Any Sergeant relieving a Senior Sergeant for a period of not less than 1 week and during such period performing the duties of the relieved officer shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this award for a Senior Sergeant 1st Year.
- 56.3 Any Constable or Detective relieving a Detective Sergeant or Detective Senior Sergeant for not less than 1 week and during such period performing the duties of the relieved officer shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Detective Sergeant 1st Year

- 56.4 Any Sergeant or Detective Sergeant relieving a Detective Senior Sergeant for not less than 1 week and during such period performing the duties of the relieved officer shall be paid for the whole period an allowance at the rate of the difference between their salary and the salary fixed by this Award for a Detective Senior Sergeant 1st Year
- 56.5 Any Non-Commissioned Officer relieving a Commissioned Officer for not less than one week and during such period of relief performing the duties of the relieved officer, shall be paid for the whole period of relief an allowance at the rate of the difference between their salary and the salary fixed by this Award for an Inspector 1st Year.
- 56.6 Provided that:
- 56.6.1 these provisions shall not apply to where the relieved officer, due to him/her having been promoted but not transferred, is performing duties which would normally be carried out by an officer of lower rank;
- 56.6.2 for the purpose of this provision a week shall mean a period of 7 consecutive calendar days inclusive of any rest or recurrent leave days rostered during that period;
- 56.6.3 periods of less than 1 week shall not be taken into account.
- 56.7 A Non-Commissioned Officer permanently assigned by the Commissioner to duties of a rank or position higher than their own shall continue to be paid the allowance prescribed in this clause whilst the Non-Commissioned Officer is on leave.

### **57. Public Holidays**

- 57.1 Non-Commissioned Officers required to work on the days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day are observed and special days appointed by proclamation as public holidays throughout the State, shall be paid at the rate of time and one half (i.e. half time in addition to ordinary rate).
- 57.2 A Non-Commissioned Officer rostered to take a public holiday as a rest or recurrent leave day who is subsequently required to work a shift on that public holiday and who is not notified of such change of rostered duty at least 24 hours before the commencement of the altered shift, shall be paid for the performance of duty on that shift in lieu of being granted an alternate rest or recurrent leave day at the overtime rate specified in subclause 47.1 of this Award.

### **58. Competency Based Incremental Progression**

- 58.1 Except as otherwise provided for Leading Senior Constables, Sergeants, Senior Sergeants and Detectives elsewhere in this clause, incremental progression for Non-Commissioned Officers shall be based on:
- 58.1.1 a minimum period of twelve (12) months service on each incremental level or step as defined in Table 1 - Non-Commissioned Officers' (Other than Detectives) Salaries of PART B, Monetary Rates or Table 2 - Detectives' Salaries of PART B, Monetary Rates; and
- 58.1.2 compliance with the competency requirements specified in this clause.
- 58.2 It is the responsibility of Non-Commissioned Officers to ensure they are familiar with the contents of this clause and to make all reasonable efforts to comply with the requirements contained therein.
- 58.3 Commanders/Managers are responsible to ensure that Non-Commissioned Officers under their control are given every opportunity to comply with the requirements of this clause. This shall include but not necessarily be limited to:

- 58.3.1 ensuring that Non-Commissioned Officers have sufficient time, on duty, to undertake necessary training;
  - 58.3.2 ensuring that Non-Commissioned Officers have access to the necessary training facilities; and
  - 58.3.3 the provision of remedial training where necessary.
- 58.4 Commanders/Managers are not to certify a Non-Commissioned Officer as competent unless satisfied they have met the requirements of this clause.
- 58.5 Competency Requirements

Subject to a Non-Commissioned Officer's rank and level the competency requirements for incremental progression shall be:

58.5.1 Constable's Education Program

For confirmation as a constable of police, Non-Commissioned Officers must successfully complete the Constable's Education Program and/or meet any other requirements or attain any other qualifications necessary for confirmation as determined by the Commissioner from time to time.

58.5.2 Base Generic Competencies

(a) Maintenance of Defensive Tactics (Including Firearms) and CPR/First Aid Training

Non-Commissioned Officers must meet or exceed the minimum level of competency established by the Commissioner in consultation with the Association. The required level of competency must be attained within the training year (1 July to 30 June) prior to a Non-Commissioned Officer's increment falling due.

A Non-Commissioned Officer who fails to meet the minimum competency shall be subject to remedial training.

A Non-Commissioned Officer who fails to meet the minimum level of competency following a course of remedial training will have their increment deferred for the amount of time taken to satisfy the minimum level of competency required.

(b) Physical Fitness Standard

For the purpose of this paragraph illness or injury is not to be regarded as a factor in determining a Non-Commissioned Officer's level of physical fitness.

In the event of an "incident" or "situation" occurring or arising where a Non-Commissioned Officer's level of fitness, taking into account their deployment and age, was a contributing factor to the "incident" or "situation" then such Non-Commissioned Officer may be referred to the New South Wales Police Medical Branch for assessment as to their fitness and development of a remedial program. Such a program shall take into account any advice provided by the Non-Commissioned Officer's medical practitioner.

If a Non-Commissioned Officer has not made sufficient progress towards a reasonable level of fitness at the end of the first review period under the program, incremental progression shall be deferred by the period between the first review and the time when sufficient progress is made towards a reasonable level of fitness.

The assessment of a Non-Commissioned Officer's level of physical fitness shall have regard to their deployment and age.



## (c) Driver Status

Safe Driving Policy - A Non-Commissioned Officer who has their status to drive New South Wales Police vehicles revoked pursuant to the Safe Driving Policy shall undertake a driver development program. Failure to gain driver status at the end of the program shall result in deferral of the Non-Commissioned Officer's incremental progression by the period from the conclusion of the program until they satisfy the requirements of the program or have their status reinstated.

A local decision by a Commander/Manager to prohibit a Non-Commissioned Officer from driving will have no effect on incremental progression.

A Non-Commissioned Officer who has their status to drive New South Wales Police vehicles revoked may appeal the decision to the Commissioner in accordance with the Safe Driving Policy.

Civilian Licence - Loss of civilian licence will result in the deferral of incremental progression by the period of that loss.

## (d) Computerised Operational Policing (COPS) System Literacy

Subsequent to initial training on the COPS system, Non-Commissioned Officers are expected to be able to utilise the system to the degree necessary to perform their duties.

Where a Non-Commissioned Officer demonstrates a deficiency in the use of the system necessary to perform their duties they shall be placed on a remedial program.

If at the end of a program a Non-Commissioned Officer has been unable to overcome their deficiency, their incremental progression will be deferred by the period of time taken to reach the required standard.

Non-Commissioned Officers whose deployment is changed shall be provided with further training on the COPS system, which is specific to their new area of deployment.

## 58.5.3 Mandatory Continuing Police Education (MCPE)

Non-Commissioned Officers are obliged to complete the agreed requisite MCPE program for each training year. Each annual MCPE program shall be developed by the Commissioner in consultation with the Association. MCPE programs shall cover such topic areas as:

Maintenance of current policing knowledge

Corporate Key Result and Key Practice Areas

Maintenance of expert status for specialists

Non-Commissioned Officers who fail to complete the MCPE program within the training year will have their incremental progression deferred by the period between the end of the training year and until completion of the program is achieved. Non-Commissioned Officers who are unable to complete the program due to New South Wales Police requirements shall not have their incremental progression deferred as a consequence of not meeting their MCPE obligations.

## 58.5.4 Objective Test of Policing Knowledge

Within the six months leading up to a change in "Level" as defined in Table 1 - Non-Commissioned Officers' (Other than Detectives) Salaries of PART B, Monetary Rates, Non-Commissioned Officers are required to pass an objective test of policing knowledge. Unless determined otherwise, the test shall be conducted by way of computer terminal using the New South Wales Police computer network. Sergeants, Senior Sergeants and Detectives will be

required to pass the test within the six months leading up to any increment which involves a pay increase.

The Commissioner shall be responsible for development, maintenance and integrity of the test in consultation with the Association.

Non-Commissioned Officers may sit a trial of the test as often as they want, subject to New South Wales Police convenience.

Non-Commissioned Officers may fail and re-sit the test, at any time within the six months leading up to the appropriate increment date. However, Non-Commissioned Officers who are unable to pass the test by the appropriate increment date shall have their increment deferred until such time as the test is passed.

#### 58.5.5 Performance Management Scheme

An appropriate performance management scheme relevant to rank shall be applied to Non-Commissioned Officers. Non-Commissioned Officers are required to perform their duties in accordance with the provisions of the scheme. Non-Commissioned Officers who fail to perform at the agreed level will be placed on a poor performer's scheme.

If, at the conclusion of the poor performer's scheme a Non-Commissioned Officer has not satisfied the requirements of the scheme, their incremental progression shall be deferred by the period taken to satisfy the scheme.

#### 58.6 Effect on Incremental Progression Where Multiple Competencies Not Satisfied

Should any Non-Commissioned Officer fail to satisfy more than one competency required for incremental progression then the period of loss of incremental progression shall be concurrent not cumulative. That is, the competency taking the longest period to satisfy, of any competencies shall be the period of deferral of incremental progression.

#### 58.7 Increments Falling Due During a Period of Initial Remedial Training

In the event of a Non-Commissioned Officer's increment falling due during a period of initial remedial training or participation in a poor performers scheme, it will not be deferred. However, if such training is not satisfied, progression to the next increment will be deferred by the period of time taken after such training or participation until such time as the Non-Commissioned Officer has reached the required competency standard.

#### 58.8 Requirements for Progression Through the Various Ranks and Grades

##### 58.8.1 Progression to Constable Level 2 (Confirmation)

Progression to Constable Level 2 increment shall be contingent upon:

- (a) Achievement of 12 months service as a Probationary Constable or any other period as the Commissioner may direct in accordance with clause 13 of the Police Regulation, 2008.
- (b) Successful completion of the Constable's Education Program and/or the attainment of any other qualifications or requirements as determined by the Commissioner from time to time.
- (c) Confirmation as a constable.

##### 58.8.2 Progression to Constable Levels 3, 4, and 5

Progression to Constable Levels 3, 4, and 5 shall be contingent upon:

- (a) 12 months service on each previous increment.
- (b) Maintenance of the Base Generic Competencies during the training year prior to the increment falling due. Should the Base Generic Competencies not be satisfied, incremental progression shall be deferred in accordance with the provisions of this clause.

58.8.3 Progression Beyond Constable Level 5 (Promotion to Senior Constable)

Progression beyond Constable Level 5 and for promotion to Senior Constable shall be contingent upon:

- (a) Successful completion of the Constable's Education Program (or equivalent qualification);
- (b) Maintenance of the Base Generic Competencies in accordance with the provisions of this clause.
- (c) Passing the Objective Test of Policing Knowledge in accordance with the provisions of this clause.
- (d) Meeting the requirements for promotion to Senior Constable as prescribed by Regulations 15 and 16 of the Police Regulation 2008.

58.8.4 Progression to Each Subsequent Incremental Level (Including Progression within the Sergeant and Senior Sergeant Ranks)

Progression within the ranks of Senior Constable, Sergeant and Senior Sergeant shall be contingent upon:

- (a) 12 months service on each previous increment (both level and step).
- (b) Maintenance of the Base Generic Competencies in accordance with the provisions of this clause.
- (c) Completion of the Mandatory Continuing Police Education (MCPE) requirements in accordance with the provisions of this clause.
- (d) Passing the Objective Test of Policing Knowledge in accordance with the provisions of this clause (for progression to each level only).
- (e) Satisfactory performance under the appropriate Performance Management Scheme.

58.9 Effect of Any Deferral of Incremental Progression

58.9.1 The period of deferral of an increment shall be determined by the period of time taken to achieve the appropriate competency and/or performance standards in accordance with the provisions of this clause.

58.9.2 Where an increment is deferred:

- (a) within the first 3 years of employment as a Non-Commissioned Officer, the original increment date is to be retained for future increments;
- (b) after the first 3 years of employment as a Non-Commissioned Officer, all future incremental dates are to be varied by the period of deferment.

#### 58.10 Non-Commissioned Officers Medically Excused from Demonstrating Certain Competencies

A Non-Commissioned Officer who, as a consequence of being placed on alternative duties, is medically excused from any activity aimed at demonstrating their competence, shall not have normal incremental progression deferred as a result of that non participation. Should a Non-Commissioned Officer return to full duty, within 6 months of their return, they shall be required to demonstrate or achieve the required level of skill in the excused competency.

Such Non-Commissioned Officer shall be given appropriate training in order that they are able to reasonably comply with such procedures.

Any failure to comply will require the Non-Commissioned Officer to undergo appropriate remedial training. Should the Non-Commissioned Officer then remain unable to meet the requirements of the particular competency incremental progression shall be deferred in accordance with the provisions of this clause. Provided that the increment subject to deferral in accordance with this sub clause shall be the first increment occurring after the 6 month period.

#### 58.11 Part-time Non-Commissioned Officers

Non-Commissioned Officers working under a part-time arrangement shall be subject to the provisions of this clause as if they were a full-time officer. Part-time Non-Commissioned Officers may have their rosters amended to facilitate their compliance with the requirements of this clause. Attendance at any necessary training/assessment may also be facilitated at locations other than the Non-Commissioned Officer's normal place of attachment.

#### 58.12 Effect of Long Term Absences

Non-Commissioned Officers on secondment, full time leave without pay, special leave without pay, extended sick leave and Workers Compensation/Hurt on Duty absences shall be regarded as having satisfied the requirements of any entitlement to incremental progression provided that within 6 months of their return to duty they comply with the requirements of this clause.

Such Non-Commissioned Officers shall be given appropriate training in order that they are able to reasonably comply with such procedures.

Any failure to comply will require the Non-Commissioned Officer to undergo appropriate remedial training. Should the Non-Commissioned Officer then remain unable to meet the requirements of any particular competency, incremental progression shall be deferred in accordance with the provisions of this clause. Provided that the increment subject to deferral in accordance with this sub clause shall be the first increment occurring after the 6 month period.

#### 58.13 Effect of suspension.

58.13.1 When suspended with pay, a Non-Commissioned Officer will be paid at the rate of pay for the officer's level as at the commencement of the suspension.

58.13.2 A suspended Non-Commissioned Officer is not entitled to incremental progression.

58.13.3 Where a Non-Commissioned Officer who was suspended without pay ceases to be suspended and continues as a Police Officer, the officer will be paid for the period of suspension at the officer's rate of pay for the officer's level as at the commencement of the suspension, less any hardship payments that have been paid to the officer.

58.13.4 Where a Non-Commissioned Officer ceases to be suspended and continues as a Police Officer, the officer has six months in which to comply with the requirements of this clause to achieve increment progression for which the officer would have been eligible if not suspended. Where the requirements are met, the officer will be paid increment

entitlements effective from the officer's incremental date, or, dates and the officer will be eligible for the next increment on the officer's next increment date.

- 58.13.5 Where an officer does not achieve incremental progression in accordance with subclause 58.13.4, the officer will remain at the officer's then level until they achieve the requirements for incremental progression. On achieving the requirements for incremental progression the officer will move to the next level and the date of that change will become the officer's new incremental date for all future progression. An officer progressing in accordance with this subclause will not be entitled to any incremental back pay.
- 58.13.6 An officer will be given appropriate training in order to achieve increment progression. Any subsequent failure to meet incremental progression requirements will require the officer to undergo appropriate remedial training.
- 58.13.7 This clause only applies to a Non-Commissioned Officer who ceases to be suspended and continues as a Police Officer on or after 9 September 2009.

#### 58.14 Performance Management for Seconded Officers

Non-Commissioned Officers on secondment from the New South Wales Police Force whether by way of Special Leave Without Pay or otherwise, must comply with the requirements, if any, of the seconding organisation's performance management scheme. They must bring with them on return to the New South Wales Police a certificate from the seconding organisation as to their satisfactory compliance to be considered to have maintained the requirements of the Performance Management Scheme. If no such scheme is in place, Non-Commissioned Officers will be required to produce a certificate to that effect from the seconding organisation.

#### 58.15 Effect on Transfers

Non-Commissioned Officers who are prevented from undertaking a competency or attending the required number of MCPE lectures as a consequence of a transfer shall have such matters taken into account in competency assessment. Non-Commissioned Officers who have an outstanding obligation on transfer should immediately notify their supervisor on taking up duty at the new location.

#### 58.16 Leading Senior Constables

In addition to the mandatory competency requirements contained within this clause Leading Senior Constables shall be required to satisfy the following for incremental progression;

- 58.16.1 Passing of an objective test of policing knowledge (relevant to the role and responsibilities of Leading Senior Constable) within a period of one month prior to the anniversary of appointment as a Leading Senior Constable. The passing of a test under the provisions of this paragraph shall suffice for the requirements of paragraph 58.5.4.
- 58.16.2 Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual reviews of performance. For the purpose of this paragraph agreed rigorous performance assessment means the Leading Senior Constable and their supervisor participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Leading Senior Constable's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.

#### 58.17 Sergeants/Senior Sergeants

In addition to the mandatory competency requirements contained within this clause progression beyond Sergeant 6th Year and Senior Sergeant 4th Year shall be based on;

- 58.17.1 Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual review of the Sergeant and, where appropriate, the team's performance. For the

purpose of this paragraph an agreed rigorous performance assessment means the Sergeant and their supervisor participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Sergeant's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.

- 58.17.2 Demonstration of an ongoing commitment to professional development as evidenced by the successful completion of the relevant courses and a commitment to undertake or preparedness to undertake courses that raise skill level.

#### 58.18 Detectives

In addition to the mandatory competency requirements contained within this clause Detectives shall be required to satisfy the following for incremental progression;

##### 58.18.1 Progression up to Detective 8th Year

Designation as a Detective, or currently undertaking, or being prepared to undertake (by way of written commitment) the Detectives Education Program (DEP). The parties recognise that program availability and other factors may impinge upon a Detective's capacity to undertake the DEP.

##### 58.18.2 Progression beyond Detective 8th Year

- (a) Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual reviews of the Detective's performance. For the purpose of this sub paragraph performance assessment shall include, where appropriate, assessment of the Detective's role as a guide, mentor and trainer of less experienced Detectives.
- (b) Completion of or commitment to undertake or being prepared to undertake courses that raise skill level.

##### 58.18.3 Progression beyond Detective Sergeant 4th Year and Detective Senior Sergeant 3rd Year

- (a) Satisfaction of an agreed rigorous performance assessment regime including quarterly and annual reviews of the Detective Sergeant's/Detective Senior Sergeant's and, where appropriate, the team's performance. For the purpose of this paragraph an agreed rigorous performance assessment means the Detective Sergeant/Detective Senior Sergeant and their supervisor participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Detective Sergeant's/Detective Senior Sergeant's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.
- (b) Demonstration of an ongoing commitment to professional development as evidenced by the successful completion of the relevant courses and a commitment to undertake or preparedness to undertake courses that raise skill level.

### **59. Provision of Uniform**

- 59.1 Suitable uniforms of good quality as approved by the Commissioner after consultation with the Association shall be provided to all Non-Commissioned Officers required to wear uniforms.

#### 59.2 Initial Issue

- 59.2.1 Standard Police Dress Uniform - Initial Issue

All uniformed Non-Commissioned Officers recruited to the New South Wales Police Force on or after the operative date of this Award shall be issued the following items of uniform:

Male Non-Commissioned Officers		Female Non-Commissioned Officers	
Seven (7)	Shirt short sleeve	Seven (7)	Blouse short sleeve
One (1)	Shirt long sleeve	One (1)	Blouse long sleeve
Three (3)	Trousers cargo	Three (3)	Trousers cargo
One (1)	Trousers L/W Navy	One (1)	Slacks L/W Navy
Two (2)	Boots GP	Two (2)	Boots GP
One (1)	Hat antron	One (1)	Hat police woman
One (1)	Cap baseball	One (1)	Cap baseball
One (1)	Jacket leather male	One (1)	Leather jacket female
One (1)	Jacket fleece utility	One (1)	Jacket fleece utility
One (1)	Jumper	One (1)	Jumper
Seven (7)	Socks	Seven (7)	Socks
One (1)	Tie male	One (1)	Tie female
One (1)	Vest reflective	One (1)	Vest reflective
One (1)	Search gloves	One (1)	Search gloves
One (1)	Rain jacket yellow	One (1)	Rain jacket yellow
One (1)	Rain trousers yellow	One (1)	Rain trousers yellow
One (1)	Velcro inner belt	One (1)	Velcro inner belt
One (1)	Outer belt straight	One (1)	Outer belt curved
One (1)	Capsicum spray carrier	One (1)	Capsicum spray carrier
One (1)	Glock magazine carrier	One (1)	Glock magazine carrier
One (1)	Radio belt clip carrier	One (1)	Radio belt clip carrier
One (1)	Set of four keepers	One (1)	Set of four keepers
One (1)	Handcuff pouch	One (1)	Handcuff punch
One (1)	Leather baton ring	One (1)	Leather baton ring
One (1)	Leather torch ring	One (1)	Leather torch ring
One (1)	Expandable baton holder	One (1)	Expandable baton holder
One (1)	Primary Glock holster	One (1)	Extended long shank Glock holster
One (1)	Cap badge	One (1)	Cap badge
One (1)	Identification badge	One (1)	Identification badge
One (1)	Identification wallet	One (1)	Identification wallet
One (1)	Identification backing	One (1)	Identification backing
Two (2)	Epaulette	Two (2)	Epaulette

59.2.2 In addition to the above items Non-Commissioned Officers shall, on request be supplied, with

a broad brim hat

a pair of sunglasses. Such sunglasses shall comply with the appropriate Australian Standard.

### 59.3 Western Areas - Additional Initial Issue

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in subclause 59.2 of this clause, Non-Commissioned Officers performing uniform duties in the stations of: -

Ardlethan	Eugowra	Nyngan
Ariah Park	Euston	Oaklands
Balranald	Finley	Pallamallawa
Barellan	Forbes	Parkes
Barham	Garah	Peak Hill
Barmedman	Goodooga	Pilliga
Barooga	Goolgowi	Rankin Springs
Bellata	Griffith	Tallimba
Berrigan	Grong Grong	Tibooburra
Bogan Gate	Gulargambone	Temora
Boggabilla	Gwabegar	Tocumwal
Boggabri	Hay	Tottenham
Boomi	Hillston	Trangie
Bourke	Ivanhoe	Trundle
Brewarrina	Lake Cargelligo	Tullamore
Broken Hill	Leeton	Tullibigeal
Buronga	Lightning Ridge	Ungarie
Burren Junction	Lockhart	Urana
Carinda	Jerilderie	Walgett
Carrathool	Mathoura	Wanaaring
Cobar	Menindee	Warren
Coleambally	Moama	Wee Waa
Collarenebri	Moree	Weethalle
Condobolin	Moulamein	Wentworth
Coonamble	Mungindi	West Wyalong
Dareton	Mulwala	Whitton
Darlington Pt	Narrabri	Wilcannia
Deniliquin	Narrandera	Yanco
Enngonia	Narromine	Yenda
	Nymagee	

will be provided with

two (2) pairs trousers cargo

one (1) pair trousers L/W navy.

#### 59.4. Cold Climate Areas (Category 1)- Additional Initial Issue

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in subclause 59.2 of this clause, Non-Commissioned Officers performing uniform duties in the stations of:-

Aberdeen	Curlewis	Muswellbrook
Albury	Delungra	Nundle
Ashford	Denman	Parkes
Baradine	Dunedoo	Peak Hill
Barraba	Eden	Picton
Bega	Eugowra	Quadialla
Bellbrook	Forbes	Queanbeyan
Bemboka	Gooloogong	Quirindi
Bendemeer	Gravesend	Rand
Bermagui	Greenethorpe	Robertson
Bethungra	Grenfell	Rylstone
Bingara	Gulgong	Scone
Binnaway	Gunnedah	Somerton
Bogan Gate	Harden	Springwood



Bowral	Henty	Stuart Town
Braidwood	Holbrook	Stockinbingal
Bundanoon	Howlong	Tambar Springs
Bundarra	Hume Lake	Tamworth
Bungendore	Inverell	Tarcutta
Campbelltown - HWP	Jugiong	Tathra
Candelo	Kandos	The Oaks
Canowindra	Koorawatha	Tingha
Captains Flat	Kootingal	Trundle
Caragabal	Lake Cargelligo	Tullamore
Cassilis	Manilla	Tullibigeal
Cobargo	Mendooran	Wagga Wagga - HWP
Comboyne	Merimbula	Walla Walla
Condobolin	Merriwa	Warialda
Coolah	Michelago	Wallendbeen
Coonabarabran	Mittagong	Wellington
Corowa	Moonan Flat	Werris Creek
Cowra	Moss Vale	Windsor
Culcairn	Mudgee	Willow Tree
	Murrurundi	Woodstock
		Yetman
		Young

will be provided with:

one (1) pair gloves

four (4) pairs winter weight socks

#### 59.5 Cold Climate Areas (Category 2)

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in subclause 59.2 of this clause, Non-Commissioned Officers performing uniform duties in the stations of: -

Adelong	Gloucester	Nowendoc
Armidale	Goulburn	Oberon
Bathurst	Goulburn, Police College- School of Traffic and Mobile Policing	Orange
Batlow	Greater Hume Region - Crash Investigation Unit	Penrith - Radio Network Services Unit
Binalong	Gundagai	Portland
Blackheath	Gunning	Queanbeyan - HWP*
Blayney	Guyra	Richmond - HWP
Boorowa	Hill End	Rockley
Capertee	Holbrook - HWP	Talbingo
Carcoar	Katoomba	Tarago
Collector	Lawson	Tenterfield
Cootamundra	Lithgow	Trunkey Creek
Cudal	Macquarie Region - Crash Investigation Unit	Tumut
Cumnock	Mandurama	Uralla
Deepwater	Manildra	Walcha
Emmaville	Marulan	Walcha Rd
Glen Innes	Millthorpe	Wallerawang
	Molong	Yass
	Mount Victoria	

will be provided with:

one (1) fur lined cap

one (1) pair gloves

four (4) pairs winter weight socks

\*Only members of the Highway Patrol who regularly perform duties within the Cooma & Tumut areas within the winter months.

#### 59.6 Alpine Areas - Additional Initial Issue

In addition to the Standard Police Dress Uniform - Initial Issue prescribed in subclause 59.2 of this subclause, Non-Commissioned Officers performing uniform duties in the Stations of:

Adaminaby	Khancoban
Berridale	Nimmitabel
Bigga	Oberon
Bombala	Rockley
Cooma	Taralga
Crookwell	Tuena
Delegate	Trunky Creek
Guyra	Tumbarumba
Jindabyne	

will be provided with:

one (1) pair winter gloves

four (4) pairs winter weight socks

two (2) waterproof boots

one (1) fur lined cap

one (1) Alpine beanie

four (4) Alpine Snow Skivvies

One (1) Alpine Snow Vest

One (1) Snow/Rain jacket

One (1) Snow/Rain trousers

#### 59.7 Annual Issue

All uniformed Non-Commissioned Officers shall be issued, in their second and subsequent years of service, with seven (7) pairs of socks, which will include four (4) pairs of winter weight socks when attached to the areas specified in subclauses 59.4, 59.5 and 59.6 of this clause.

#### 59.8 Stocking Allowance

A female Non-Commissioned Officer who chooses to perform duties in culottes shall be reimbursed for the cost of any stockings, reasonably and necessarily incurred in connection with that uniform. The amount claimable in any calendar year will be not greater than the amount of the stocking allowance as set out in Table 11 - Stocking Allowance (Non-Commissioned Officers), of PART B, Monetary Rates.

Payment of any actual stocking expenses shall be subject to the production of receipts, unless the Commissioner is prepared to accept other evidence from the officer.

This clause shall apply from the first full pay period commencing on or after 2 October 2009 or when the payment first ceases to be paid into an officer's salary, whichever is the later.

#### 59.9 Plain Clothes Allowance

Non-Commissioned Officers (other than Detectives) required to perform duty in plain clothes shall be paid a plain clothes allowance as set out in Table 12 - Plain Clothes Allowances (Non-Commissioned Officers), of PART B, Monetary Rates in lieu of the provision of uniform. (Note: Non-Commissioned Officers paid as Detectives under clause 38 Salaries (Detectives) shall not be entitled to a Plain Clothes Allowance).

59.10 Plain Clothes Allowances shall be paid on a pro rata basis where a Non-Commissioned Officer is required to perform duty in plain clothes for part of a year.

59.11 In the case of a Non-Commissioned Officer ordinarily in receipt of a Plain Clothes Allowance, such allowance will not be payable when the Non Commissioned Officer is:

59.11.1 absent on sick leave for a continuous period exceeding 6 months;

59.11.2 absent on leave without pay (including Maternity, Parental and Adoption leave without pay); or

59.11.3 suspended from office.

#### 59.12 Condemnation

Except for the annual issue of socks, all items of uniform will be replaced on condemnation only.

#### 59.13 Interruption to Supply

Should there be an interruption to the supply of any item of uniform specified in this clause, due to circumstances beyond the control of the New South Wales Police Force the Association is to be notified promptly in writing by the New South Wales Police Force of the particular problem and the anticipated date of supply.

#### 59.14 Review of Allowances

The parties agree to review the Plain Clothes Allowance and Stocking Allowance on a needs basis in line with movements in the relevant component of the Consumer Price Index.

### **60. Air Travel**

60.1 Non-Commissioned Officers escorting prisoners in aircraft shall be in the ratio of at least one to one. The maximum number of persons in custody being carried in any one aircraft shall be two.

60.2 Non-Commissioned Officers required to travel in aircraft in the course of their duty, and prisoners and patients under escort shall be insured under the provisions of the New South Wales Treasury Managed Fund.

### **61. Lockers**

61.1 All Non-Commissioned Officers shall, at some reasonably convenient place, be provided with a suitable full-length locker.

### **62. Work of a Menial Nature**

62.1 Non-Commissioned Officers shall not be required to perform cleaning or similar work.

**SECTION 5****COMMISSIONED OFFICERS****63. Salaries**

- 63.1 Subject to the Police Act, 1990, and Regulations and any requirements thereunder and to the provisions of clause 67, "Competency Based Incremental Progression" (Commissioned Officers) of this Award, a Commissioned Officer shall, according to the position or rank held and the incremental level achieved, be paid a salary of not less than the amounts prescribed in Table 3 - Commissioned Officers' Salaries of PART B, Monetary Rates.
- 63.2 The salaries prescribed in Table 3 - Commissioned Officers' Salaries of PART B, Monetary Rates of this Award contain a loading in compensation for factors which the "loading" prescribed for Non-Commissioned Officers under clause 39 of this Award is intended to compensate.
- 63.3 The parties recognise the "all up" nature of the Salaries prescribed in Table 3 - Commissioned Officers' Salaries of PART B, Monetary Rates of this Award, consistent with the description contained in New South Wales Police Circular 91/65, issued on 29 April 1991.

**64. Hours of Duty**

- 64.1 The ordinary hours of duty for all Commissioned Officers shall be an overall average, of 38 hours per week.
- 64.2 Consistent with the provisions of subclause 63.3, Salaries, any additional duty required to be performed outside of ordinary hours of duty shall attract no additional remuneration.
- 64.3 Commissioned Officers whose performance of work is not subject to regular shift rostering practices shall be individually accountable for the proper, efficient and effective management of their time, so as to ensure that the objectives and goals of their commands are met and that all resources of the command are managed in an efficient and effective manner. Such officers shall manage their own time subject to the overriding discretion of senior officers to direct the performance of duty.
- 64.4 The parties recognise that the flexibility of working hours in respect to Commissioned Officers referred to in subclause 64.3 above may provide them with an opportunity to avail themselves of additional days off, free of duty, over and above their normal rest days or any other form of normally available paid leave.
- 64.5 With the exception of those Commissioned Officers referred to in subclause 64.6 below, Commissioned Officers shall not normally be required to attend for duty on Public Holidays. Any such requirement to attend however, shall not attract any additional remuneration or entitlement to time off in lieu except for the accrual of additional annual leave as prescribed in subclause 18.5, Annual Leave.
- 64.6 Commissioned Officers Regularly Rostered to Work Shiftwork on Sundays and Public Holidays
- Commissioned Officers who are regularly rostered to work shiftwork on Sundays and Public Holidays shall be subject to the provisions of clause 44, Hours of Duty (Non-Commissioned Officers) as if they were Non-Commissioned Officers. Provided further that no overtime shall apply to Commissioned Officers where they may be required to work on a cancelled or deferred rest day irrespective of the notice given to work on any such day.
- 64.7 Commissioned Officers other than those Regularly Rostered to Work Shiftwork on Sundays and Public Holidays

The following provisions shall apply to Commissioned Officers other than those described in subclause 64.6 above:

- 64.7.1 Commissioned Officers shall manage their own time subject to the overriding discretion of their commanders/managers to direct the performance of duty.
- 64.7.2 Commissioned Officers covered by this subclause will generally not be required to attend for duty on Public Holidays. However, any requirement to attend on such days shall attract additional annual leave in accordance with subclause 18.5, Annual Leave.

### **65. Fixed Term Appointment**

- 65.1 Each Commissioned Officer shall be the subject of a Fixed Term Appointment in accordance with the provisions of Part 6, Division 3 of the *Police Act* 1990.
- 65.2 Subject to the provisions of this Award, there shall be a general presumption in favour of renewal of Fixed Term Appointments.
- 65.3 Fixed Term Appointments shall generally expire only by the effluxion of time. No occurrence of any nature shall have the effect of extending the period of any appointment beyond its nominated expiry date.

### **66. Non Renewal Benefit**

- 66.1. Commissioned Officers being subject to Fixed Term Appointments in accordance with Part 6, Division 3 of the *Police Act* 1990 shall accrue an entitlement to the payment of a benefit, equal to twelve and one half (12.5) percent of total salary earnings for each completed fixed term appointment, in accordance with the following provisions:
- 66.1.1 The entitlement shall commence to accrue from the beginning of the first Fixed Term Appointment of each Commissioned Officer;
- 66.1.2 The benefit shall only be payable in respect of each completed Fixed Term Appointment;
- 66.1.3 Any Commissioned Officer who resigns or retires (excluding medical retirement where application is supported by the Commissioner) from the New South Wales Police Force during the currency of a Fixed Term Appointment shall be regarded as not having completed that particular Term and no benefit shall be payable in respect of that incomplete Term. However, all accrued benefits from previously completed Terms shall be payable;
- 66.1.4 Any Fixed Term Appointment terminated, either through the death of the Commissioned Officer, the medical retirement of the Commissioned Officer where application is supported by the Commissioner or upon promotion in accordance with Part 6, Division 3 of the *Police Act*, 1990, shall be deemed to be a completed Term for the purpose of accrual of the benefit;
- 66.1.5 In circumstances where a Commissioned Officer is "removed" from the New South Wales Police Force under the provisions of s181D of the *Police Act*, 1990 (as amended), there will be no eligibility for the Non Renewal Benefit including previously completed Terms. However, in circumstances where a Commissioned Officer, under the provisions of s181E of the Act, applies for a review by the Industrial Relations Commission of any such "removal" on the grounds that it is harsh, unreasonable or unjust, and such application is upheld by the Industrial Relations Commission, then no matter what the remedy, such Commissioned Officer retains eligibility to the Non Renewal Benefit.
- 66.1.6 In circumstances however, where in conciliation proceedings, the Commissioner is prepared to consent to a Commissioned Officer's reinstatement for the purpose of allowing the Commissioned Officer to resign, and such reinstatement and resignation is effected, then the usual eligibility criteria, as contained within the provisions of this clause shall apply.

- 66.1.7 Consistent with the provisions of paragraphs 66.1.2 and 66.1.3 above, any entitlement to a benefit shall become payable upon termination of employment (including medical retirement where application is supported by the Commissioner) or termination as a result of a decision by the Commissioner not to renew an expired Fixed Term or on accepting a Police Force Senior Executive Service appointment;
- 66.1.8 Commissioned Officers who are appointed to a position with the Police Senior Executive Service shall have the amount of their benefit capped as at the date of such appointment and that benefit shall be available at that capped amount in accordance with the provisions herein;
- 66.1.9 Commissioned Officers who (whether through the exercise of a right of return or otherwise) enter into a Fixed Term Appointment, subsequent to a period of appointment within the Police Senior Executive Service, will accrue a benefit exclusive of any salary earned whilst a member of the New South Wales Police Force Senior Executive Service. Any such benefit shall be in addition to any capped benefit to which a Commissioned Officer may be entitled in accordance with subclause 66.1.8 above.

### **67. Competency Based Incremental Progression**

- 67.1 Incremental progression for Commissioned Officers shall be based on:-
- 67.1.1 a minimum period of twelve (12) months service on each incremental level where defined in Table 3 - Commissioned Officers' Salaries of PART B, Monetary Rates; and
- 67.1.2 compliance with the competency requirements specified in this clause.
- 67.2 It is the responsibility of Commissioned Officers to ensure they are familiar with the contents of this clause and to make all reasonable efforts to comply with the requirements contained therein.
- Commanders/Managers are responsible to ensure that Commissioned Officers under their control are given every opportunity to comply with the requirements of this clause. This shall include but not necessarily be limited to:
- 67.2.1 ensuring that Commissioned Officers have sufficient time, on duty, to undertake necessary training;
- 67.2.2 ensuring that Commissioned Officers have access to the necessary training facilities; and
- 67.2.3 the provision of remedial training where necessary.

Commanders/Managers are not to certify a Commissioned Officer as competent unless satisfied they have met the requirements of this clause.

### **67.3 Competency Requirements**

The competency requirements for incremental progression for Commissioned Officers shall be:

- 67.3.1 Base Generic Competencies
- (a) Maintenance of Defensive Tactics including Firearms Competency (where appropriate to deployment) and CPR/First Aid Training

Commissioned Officers must meet or exceed the minimum level of competency established by the Commissioner in consultation with the Association. The required level of competency must be attained within the training year (1 July to 30 June) prior to a Commissioned Officer's increment falling due.

A Commissioned Officer who fails to meet the minimum competency shall be subject to remedial training.

A Commissioned Officer who fails to meet the minimum level of competency following a course of remedial training will have their increment deferred for the amount of time taken to satisfy the minimum level of competency required.

(b) Physical Fitness Standard

For the purpose of this paragraph illness or injury is not to be regarded as a factor in determining a Commissioned Officer's level of physical fitness.

In the event of an "incident" or "situation" occurring or arising where a Commissioned Officer's level of fitness, taking into account their deployment and age, was a contributing factor to the "incident" or "situation" then such Commissioned Officer may be referred to the New South Wales Police Force Medical Branch for assessment as to their fitness and development of a remedial program. Such a program shall take into account any advice provided by the Commissioned Officer's medical practitioner.

If a Commissioned Officer has not made sufficient progress towards a reasonable level of fitness at the end of the first review period under the program, incremental progression shall be deferred by the period between the first review and the time when sufficient progress is made towards a reasonable level of fitness.

The assessment of a Commissioned Officer's level of physical fitness shall have regard to their deployment and age.

(c) Driver Status

Safe Driving Policy - A Commissioned Officer who has their status to drive New South Wales Police vehicles revoked pursuant to the Safe Driving Policy shall undertake a driver development program. Failure to gain driver status at the end of the program shall result in deferral of the Commissioned Officer's incremental progression by the period from the conclusion of the program until they satisfy the requirements of the program or have their status reinstated.

A local decision by a Commander/Manager to prohibit a Commissioned Officer from driving will have no effect on incremental progression.

A Commissioned Officer who has their status to drive New South Wales Police Force vehicles revoked may appeal the decision to the Commissioner in accordance with the Safe Driving Policy.

Civilian Licence - Loss of civilian licence will result in the deferral of incremental progression by the period of that loss.

(d) Computerised Operational Policing (COPS) System Literacy

Subsequent to initial training on the COPS system, Commissioned Officers are expected to be able to utilise the system to the degree necessary to perform their duties.

Where a Commissioned Officer demonstrates a deficiency in the use of the system necessary to perform their duties they shall be placed on a remedial program.

If at the end of a program a Commissioned Officer has been unable to overcome their deficiency, their incremental progression will be deferred by the period of time taken to reach the required standard.

Commissioned Officers whose deployment is changed shall be provided with further training on the COPS system which is specific to their new area of deployment.

#### 67.3.2 Mandatory Continuing Police Education (MCPE)

Commissioned Officers (other than Commissioned Officers occupying command positions) are obliged to complete the agreed requisite MCPE program for each training year. Each annual MCPE program shall be developed by the Commissioner in consultation with the Association. MCPE programs shall cover such topic areas as:

Maintenance of current policing knowledge

Corporate Key Result and Key Practice Areas

Maintenance of expert status for specialists

Commissioned Officers occupying Command positions will be personally responsible for maintaining their own MCPE currency. They may elect to do so either by private study or through completion of the MCPE program.

For the purpose of this paragraph a Command position is one which ascribes the occupant the title of "Commander" or "Manager", (other than positions of a non-command nature such as Crime Manager, Professional Standards Manager, Operations Manager, Human Resources Manager and the like).

Commissioned Officers, other than those Commissioned Officers occupying Command positions, who fail to complete the MCPE program within the training year will have their incremental progression deferred by the period between the end of the training year and until completion of the program is achieved. Commissioned Officers who are unable to complete the program due to New South Wales Police requirements shall not have their incremental progression deferred as a consequence of not meeting their MCPE obligations.

#### 67.3.3 Performance Management Scheme

- (a) An appropriate performance management scheme shall be applied to Commissioned Officers. Commissioned Officers are required to perform their duties in accordance with the provisions of the scheme. Commissioned Officers who fail to perform at the agreed level will be placed on a poor performer's scheme.

If, at the conclusion of the poor performer's scheme a Commissioned Officer has not satisfied the requirements of the scheme, their incremental progression shall be deferred by the period taken to satisfy the scheme.

- (b) Progression beyond Inspector 4th Year, Inspector 6th Year and Superintendent 5th year shall be subject to Commissioned Officers demonstrating above satisfactory work performance. In this regard Commissioned Officers shall be required to satisfy an agreed rigorous performance assessment regime including quarterly and annual reviews of performance. Commissioned Officers shall also demonstrate an ongoing commitment to their professional development including the provision of evidence of the successful completion of relevant courses. This includes a commitment to undertake or preparedness to undertake courses that raise skill level.

For the purpose of this sub paragraph an agreed rigorous performance assessment means the Commissioned Officer and their Commander/Manager participate in feedback discussions on the demonstrated performance, knowledge, skills and abilities of the Commissioned Officer's performance in their role. Where the requisite performance is not demonstrated then discussions should identify the areas needing attention with agreed courses of action and timeframes for review.



#### 67.4 Effect on Incremental Progression Where Multiple Competencies Not Satisfied

Should any Commissioned Officer fail to satisfy more than one competency required for incremental progression then the period of loss of incremental progression shall be concurrent not cumulative. That is, the competency taking the longest period to satisfy, of any competencies shall be the period of deferral of incremental progression.

#### 67.5 Increments Falling Due During a Period of Initial Remedial Training

In the event of a Commissioned Officer's increment falling due during a period of initial remedial training or participation in a poor performers scheme, it will not be deferred. However, if such training is not satisfied, progression to the next increment will be deferred by the period of time taken after such training or participation until such time as the Commissioned Officer has reached the required competency standard.

#### 67.6 Effect of Any Deferral of Incremental Progression

67.6.1 The period of deferral of an increment shall be determined by the period of time taken to achieve the appropriate competency and/or performance standards in accordance with the provisions of this clause.

67.6.2 Where an increment is deferred all future incremental dates are to be varied by the period of deferment.

#### 67.7 Commissioned Officers Medically Excused from Demonstrating Certain Competencies

A Commissioned Officer, who as a consequence of being placed on alternative duties, is medically excused from any activity aimed at demonstrating their competence, shall not have normal incremental progression deferred as a result of that non-participation. Should a Commissioned Officer return to full duty, within 6 months of their return, they shall be required to demonstrate or achieve the required level of skill in the excused competency.

Such Commissioned Officer shall be given appropriate training in order that they are able to reasonably comply with such procedures.

Any failure to comply will require the Commissioned Officer to undergo appropriate remedial training. Should the Commissioned Officer then remain unable to meet the requirements of the particular competency incremental progression shall be deferred in accordance with the provisions of this clause. Provided that the increment subject to deferral in accordance with this subclause shall be the first increment occurring after the 6 month period.

#### 67.8 Part-time Commissioned Officers

Commissioned Officers working under a part-time arrangement shall be subject to the provisions of this clause as if they were a full-time officer. Part-time Commissioned Officers may have their rosters amended to facilitate their compliance with the requirements of this clause. Attendance at any necessary training/assessment may also be facilitated at locations other than the Commissioned Officer's normal place of attachment.

#### 67.9 Effect of Long Term Absences

Commissioned Officers on secondment, full time leave without pay, special leave without pay, extended sick leave and Workers Compensation/Hurt on Duty absences shall be regarded as having satisfied the requirements of any entitlement to incremental progression provided that within 6 months of their return to duty they comply with the requirements of this clause.

Such Commissioned Officers shall be given appropriate training in order that they are able to reasonably comply with such procedures.

Any failure to comply will require the Commissioned Officer to undergo appropriate remedial training. Should the Commissioned Officer then remain unable to meet the requirements of any particular competency, incremental progression shall be deferred in accordance with the provisions of this clause. Provided that the increment subject to deferral in accordance with this subclause shall be the first increment occurring after the 6 month period.

#### 67.10 Effect of Suspension.

- 67.10.1 When suspended with pay, a Commissioned Officer will be paid at the rate of pay for the officer's level as at the commencement of the suspension.
- 67.10.2 A suspended Commissioned Officer is not entitled to incremental progression.
- 67.10.3 Where a Commissioned Officer who was suspended without pay ceases to be suspended and continues as a Police Officer, the officer will be paid for the period of suspension at the officer's rate of pay for the officer's level as at the commencement of the suspension, less any hardship payments that have been paid to the officer.
- 67.10.4 Where a Commissioned Officer ceases to be suspended and continues as a Police Officer, the officer has six months in which to comply with the requirements of this clause to achieve increment progression for which the officer would have been eligible if not suspended. Where the requirements are met, the officer will be paid increment entitlements effective from the officer's incremental date, or, dates and the officer will be eligible for the next increment on the officer's next increment date.
- 67.10.5 Where an officer does not achieve incremental progression in accordance with subclause 67.10.4, the officer will remain at the officer's then level until they achieve the requirements for incremental progression. On achieving the requirements for incremental progression the officer will move to the next level and the date of that change will become the officer's new incremental date for all future progression. An officer progressing in accordance with this subclause will not be entitled to any incremental back pay.
- 67.10.6 An officer will be given appropriate training in order to achieve increment progression. Any subsequent failure to meet incremental progression requirements will require the officer to undergo appropriate remedial training.
- 67.10.7 This clause only applies to a Commissioned Officer who ceases to be suspended and continues as a Police Officer on or after 9 September 2009.

#### 67.11 Performance Management for Seconded Officers

Commissioned Officers on secondment from the New South Wales Police Force whether by way of Special Leave Without Pay or otherwise, must comply with the requirements, if any, of the seconding organisation's performance management scheme. They must bring with them on return to the New South Wales Police Force a certificate from the seconding organisation as to their satisfactory compliance to be considered to have maintained the requirements of the Performance Management Scheme. If no such scheme is in place, Commissioned Officers will be required to produce a certificate to that effect from the seconding organisation.

#### 67.12 Effect on Transfers

Commissioned Officers who are prevented from undertaking a competency or attending the required number of MCPE lectures as a consequence of a transfer shall have such matters taken into account in competency assessment. Commissioned Officers who have an outstanding obligation on transfer should immediately notify their Commander/Manager on taking up duty at the new location.

### 67.13 Review Process

A Commissioned Officer whose incremental progression is deferred as a consequence of not satisfying the criteria for progression at subparagraph (b) of 67.3.3 may request in review of such a decision. Any review shall be internal only. The grounds and process for conducting such a review shall be as agreed between the parties.

## 68. Relieving Duty

### 68.1 General

The following provisions shall apply to Commissioned Officers who are required to perform relieving duty in positions normally occupied by officers of a higher rank.

### 68.2 Exceptions

68.2.1 This clause does not apply to relieving duty performed in the New South Wales Police Force Senior Executive Service positions. In such cases the provisions shall be those approved from time to time by the Commissioner.

68.2.2 No allowance shall be payable under this clause for relieving duty performed by a Commissioned Officer in a position normally occupied by a Commissioned Officer of the same rank or grade.

### 68.3 Amount Payable

68.3.1 Any Inspector, during a period of relieving duty in a Superintendent position, who satisfactorily performs the whole of the duties and assumes the whole of the responsibilities of that position, shall be paid an allowance equal to the difference between the Inspector's own salary and the salary of Superintendent (1st Year).

68.3.2 Where an Inspector does not assume the whole of the duties and responsibilities of the position the amount of any allowance paid shall be determined as a percentage of the full allowance prescribed in paragraph 68.3.1 above. The percentage of the allowance payable shall be that determined by the approving officer and shall be "rounded up" to the nearest 10%.

### 68.4 Limitations on Eligibility

68.4.1 No allowance is payable where less than 5 consecutive working days relieving duty is performed.

68.4.2 Where absences of 5 days or less occur during a period of relieving duty, the allowance is to be paid for those periods of absence. However, if the period of relieving duty is only 5 days, during which there is a period of absence then the allowance is not payable.

68.4.3 Except as provided in subclause 68.5 below no allowance shall be paid in respect of any period of leave exceeding five complete and consecutive days taken by a Commissioned Officer during any period relieving duty in another position.

### 68.5 Extended Periods of Relief

A Commissioned Officer who has performed relieving duty for one year or more in the same position and who, due to extraordinary circumstances, continues to perform such duty shall be eligible for payment of the allowance for any annual, extended sick, FACS, or special leave which is approved and taken during the further period of relief.

## 69. Travelling Time

- 69.1 In recognition of the all incidences nature of the total salary paid to Commissioned Officers with effect from the beginning of the first full pay period to commence on or after 10 March 1995 the provisions of Clause 11 of the Commissioned Police Officers Agreement, No 2395 of 1983 shall no longer apply.

## SECTION 6

### Disputes/Grievance Settlement Procedure

#### 70. Disputes/Grievance Settlement Procedure

- 70.1 The object of these procedures is to avoid disputes/grievances in the first instance and to facilitate the resolution of grievances of individuals and disputes between the New South Wales Police Force and its employees which do occur by conciliation without delay. They are designed to resolve grievances and disputes at the level as close as possible to the source. The procedures have been developed to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations. The parties agree that through each stage the relevant facts are to be clearly identified and documented and that the procedures are followed promptly.
- 70.2 Safety Issues - Procedures
- In cases where a safety issue is involved, the Association shall immediately notify the Region Human Resources Manager who shall advise the Industrial Relations Branch.
- 70.3 If the matter is not resolved the Region Human Resources Manager shall refer the question immediately to the Industrial Relations Branch and endeavour to conciliate the matter without delay.
- 70.4 Subject to this procedure being followed, the Association reserves the right to refer the matter to the appropriate industrial tribunal.
- 70.5 Procedures in Other Matters
- Where a grievance/dispute arises in a particular work location, the employee(s) will notify (in writing or otherwise) the immediate supervisor or other appropriate person as to the substance of the grievance/dispute, request a bilateral meeting to discuss it and state the remedy sought. A meeting should be held, with or without the involvement of Association officials, within 48 hours (exclusive of weekends) of the notification.
- 70.6 Failing resolution of the grievance/dispute further discussions shall be held between the Branch or other Association official and the appropriate Local Area or other Commander/Manager who shall inform the office of the Region Human Resource Manager (or equivalent) of the dispute. This should take place within 48 hours (exclusive of weekends) of the completion of 70.5 above.
- 70.7 If the grievance/dispute is not resolved at that level, Association representatives shall refer the matter to the Industrial Section of the Association. The Region Human Resources Manager (or equivalent) shall refer the matter to the Industrial Relations Branch. The matter shall then be discussed between officers of the Association and the Industrial Relations Branch. These actions will take place as soon as it is apparent that the earlier discussions will not resolve the dispute/grievance.
- 70.8 If a grievance has not been resolved at the conclusion of this stage of discussions, the employer must provide a written response to the grievance, including reasons for not implementing the proposed remedy.
- 70.9 If a dispute remains unresolved the Industrial Relations Branch will assume responsibility for liaising with the member(s) of the Senior Executive Service of the New South Wales Police Force and advise of the final position of the Commissioner of Police as to the issue in dispute.

70.10 Neither party will initiate proceedings under Chapter 3 of the Industrial Relations Act 1996 until procedures under these clauses have failed to resolve the issue and each constituent of the other party has been given three clear days notice (exclusive of weekends) of that intent. Observance of this period of notice shall not prejudice the position of any party to the dispute.

70.11 General

Whilst the dispute resolution procedures are continuing normal work and the conditions under which work is performed, prior to notification of the dispute or grievance, shall continue unless otherwise agreed between the parties. Provided further that in the case of a dispute or grievance involving occupational health and safety, normal work and the conditions under which work is performed shall continue in a manner which avoids any risk to the health and safety of any officer, any other employee of the New South Wales Police Force or any member of the public.

## SECTION 7

### TRANSFERRED OFFICERS ENTITLEMENTS & COMPENSATION

#### 71. Definitions

71.1 In addition to Clause 3, the following definitions apply to this Section

71.2 "Desirable Commuter Location" means Brisbane Water, Tuggerah Lakes, Wollongong and Lake Illawarra Local Area Commands.

71.3 "Desirable Location" means a location where demand for placements exceeds the available positions to accommodate them. Desirable Locations are;

71.3.1 Northern Region - all LAC's except for the Hunter Valley LAC, and Tabulam and Nimbin within the Richmond LAC, and,

71.3.2 Southern Region - includes Wollongong LAC, Lake Illawarra LAC, Shoalhaven LAC, Far South Coast LAC and the Queanbeyan Police Station within Monaro LAC, and,

71.3.3 Desirable Commuter Locations, and,

71.3.4 Specialist Commands with Units located in the Locations outlined above

71.4 "Location" within the Metropolitan Area means duty at a Local Area Command or duty in a working environment under the auspices of a Region Commander, or a Branch, Squad, Directorate or Bureau. "Location" outside the Metropolitan Area means duty at a Police Station within a Local Area Command.

71.5 "Metropolitan Area" means the Sydney Region but also includes the area referred to as the Central Coast on the northern line as far as Gosford, the area on the western line as far as Mount Victoria and on the Illawarra line as far as Wollongong.

71.6 "Permanent accommodation" means accommodation other than temporary accommodation under Clause 77.

71.7 "Transferred Officer" means an officer who has been assigned to a new Location, other than from one part of the metropolitan area to another, at which duty is to be performed, and who, as a consequence of such assignment, finds it necessary to leave their existing residence and seek or take up a new residence, but shall not include an officer transferred;

71.7.1 at the officer's own request subject to clause 72, or

71.7.2 under an arrangement between officers to exchange positions, or

71.7.3 for disciplinary reasons under the provisions of Section 173 of the Police Act 1990.

- 71.8 The Commissioner will retain the discretion to offer all or partial transfer costs for special purposes above the minimum standard where circumstances require, including attraction and retention transfers.

## 72. Eligibility for Entitlements under This Section

- 72.1 Officers are eligible for the entitlements as Transferred Officers under this section in the following circumstances:

72.1.1 Subject to subclause 72.1.3, following five (5) years at a Location or, in the case of Special Remote Locations, after the minimum tenure prescribed for these Locations. However, where officers have performed less than the required minimum tenure, approval may only be given in exceptional circumstances, to the reimbursement of Removal Costs as provided in Clause 79.

72.1.2 With respect to five (5) years at a Location in 72.1.1, any period of completed tenure in the metropolitan area accumulates towards the five year eligibility.

72.1.3 Where an officer transfers;

(a) From the Metropolitan Area to a Desirable Location as defined, or

(b) From a Desirable Location to another Desirable Location,

the officer is not entitled to the provisions of Clause 84, 85 and 86 unless the officer is;

(i) Transferred as a result of a promotion,

(ii) Transferred other than at the officer's request (other than transferred as a result of action under Section 173 of the Police Act); or

(iii) Otherwise approved by the Commissioner.

All other entitlements under this section are not affected by this subclause.

72.1.4 Transferred other than at the officer's request (other than transferred as a result of action under Section 173 of the Police Act).

72.1.5 Subject to subclause 72.1.3, transfers arising directly from the advertisement of a vacant position.

72.1.6 Where an officer moves from or into NSW Police Force official police residences, including moves within the same town, they shall be eligible for payment of removal costs under Clause 79 only, unless entitled to costs under another clause of the Award.

72.1.7 Where a spouse is also employed in the NSW Police Force or the NSW Public Service and is also the subject of a transfer, assistance payable under this section is paid to one person only. Where applicable however, both partners may claim the leave concessions under Clause 76 Transfer Leave.

72.1.8 The Commissioner may, in extraordinary circumstances, approve an officer as a Transferred Officer, to receive eligibility under this clause, where the Commissioner is satisfied that the officer's hours of duty at the new Location, or available transport to the new Location, make it impracticable for them to travel from home to their location.

## 73. Officers Appointed under Section 66A & 67 of the Police Act

- 73.1 Section 66A and 67 are eligible for entitlements under this section as follows;

- 73.1.1 Officers temporarily appointed without a right of return to their former Location receive full entitlements.
- 73.1.2 Officers temporarily appointed with a right of return to their former Location who are accompanied by dependents and who are not required to maintain two households can access all entitlements but not Clause 84, 85 and 86 until appointment is confirmed.
- 73.1.3 Officers temporarily appointed who do not have dependents with them until transfer is fully finalised are entitled to access Clause 77 Cost of Temporary Accommodation.
- 73.1.4 Officers temporarily appointed who have no dependents and a right of return and not maintaining two households are eligible for entitlements other than Clause 84, 85 and 86 until there is a permanent appointment.
- 73.1.5 In respect of Paragraph 73.1.2, and 73.1.4, removal costs and compensation for depreciation under Clauses 79 and 82 will only be paid once. Officers must wait until confirmation of their appointment to move their family and/or household effects and claim appropriate costs.

#### **74. Special Remote Locations**

A list of Special Remote Locations and Special Remote Location tenure will be maintained in the NSW Police Force Transfer and Tenure Policy. Changes to the content of that list will be subject to agreement between the Parties. Agreement will not be unreasonably withheld. The Special Remote Location and Tenure List in the Transfer and Tenure Policy at the commencement of this Award will have effect without the need for further consultation.

#### **75. Notice of Transfer**

The Commissioner shall give, in writing, as long a period of notice of transfer as is practicable, provided that, except in special or urgent circumstances, an Officer shall not be so transferred unless they have received at least 14 days notice of transfer in writing prior to the actual date of transfer. The 14 days will begin on the first day the officer is properly informed of the transfer which may include receipt of mail or electronic mail.

#### **76. Transfer Leave**

- 76.1 An Officer assigned to duty at a new Location shall be entitled to special leave on the following basis:
  - 76.1.1 two days on full pay for the purpose of visiting the new location with a view to obtaining suitable permanent accommodation;
  - 76.1.2 two days on full pay for the purpose of preparation and packing of personal and household effects prior to removal or two days for the purpose of arranging storage;
  - 76.1.3 such leave as is necessary, on full pay to travel to the new location for the purpose of commencing duty, and/or for the purposes referred to in Paragraph 76.1.1
  - 76.1.4 one day on full pay for the combined purpose of cleaning the premises being vacated and/or occupying and settling into the new premises.
  - 76.1.5 Where the purposes referred to above cannot be achieved in the time specified the Commissioner may grant such extra leave as necessary.
  - 76.1.6 When an Officer travels to the new location to seek accommodation and incurs expenses in relation to overnight accommodation, the officer shall, subject to the production of receipts be reimbursed reasonable and actual cost of meals and accommodation for self (capped at the maximum travelling allowance rate for one officer) and reasonable and actual cost of meals for a member of the household (capped at the maximum meal expense allowance).

- 76.2 Provided suitable arrangements can be made for the performance of duties during the Officer's absences, a transferred officer who has been unable to secure accommodation for the family at the new location shall be entitled to sufficient special leave to permit a return home at weekends once each month and spend two consecutive days and nights with the family, together with an additional day and night in respect of each public holiday occurring in conjunction with such weekend and on which the Officer would not normally be rostered for duty. Such leave shall be limited to the time necessarily required in travelling in each case on the day preceding and the day following such weekend or long weekend, as the case may be.
- 76.3 Where a transferred Officer is located in a location where a return home once each month in terms of the foregoing paragraph is not possible such Officer after four weeks at the new location, shall be entitled to sufficient leave to allow the Officer two consecutive days and nights at a weekend with the family. Thereafter such Officer shall be allowed to accumulate special leave at the rate of two days per month until sufficient leave is available to allow a return home at a weekend for a similar period.

### 77. Cost of Temporary Accommodation

- 77.1 For the purposes of this clause of the award, temporary accommodation shall not include Government owned residences, or privately owned rented accommodation, i.e. house or flat.
- 77.2 Where a transferred officer, including an officer referred to in Clause 73, maintaining dependant relatives in their home: -
- 77.2.1 is required to vacate the existing residence prior to departure for the new location; and/or
- 77.2.2 finds it necessary to secure board and lodging for self and dependant relatives at the new location pending permanent accommodation becoming available, transferred officers with dependent relatives will be reimbursed up to a maximum of \$254 per week plus an additional \$27 per week for each dependent child 6 years and over (to a maximum contribution of \$54 per week), where the cost of accommodation exceeds the amount calculated in the following table:

Salary of Employee and Spouse	Amount	Each Dependant Child 6 yrs of age and over (Max. contribution \$54 per week)
\$ Per Annum	\$ Per week	\$ Per week
Up to \$28233	\$218	\$27
\$28234 to \$35980	\$239	\$27
\$35981 to \$46258	\$262	\$27
\$46259 to \$59477	\$324	\$27
\$59478 and over	\$412	\$27

- 77.3 Provided that where permanent accommodation is not available and a transferred officer moves to the new location ahead of the dependants, necessary board and lodging expenses in excess of \$51 per week and up to a maximum allowance of \$254 per week, shall be payable.
- 77.4 Where a transferred officer not maintaining dependant relatives in the home is unable to secure permanent accommodation at the new location, such officer shall be paid an allowance of up to 50 per cent of the total costs of board and lodging expenses incurred for a maximum period of four weeks, subject to the maximum allowance so payable not exceeding \$254 per week.
- 77.5 Where the period of four weeks referred to above is not sufficient for the officer to obtain suitable permanent accommodation, the Commissioner will consider each case on its merits but will require full particulars to be supplied.
- 77.6 The payment of allowances under subclauses 77.2 and 77.4 of this clause shall in all cases be subject to:
- 77.6.1 the production of receipts;



- 77.6.2 a written undertaking by the officer that any reasonable offer of accommodation will be accepted;
- 77.6.3 evidence that the officer is taking all reasonable steps to secure a residence at the new location, including application to NSW Housing;
- 77.6.4 where the Commissioner considers that a transferred officer has refused to accept reasonable suitable accommodation, the Commissioner may discontinue the payment of an allowance under this clause. The decision to discontinue the payment of an amount may be referred by the employee or the Association to a committee consisting of two representatives of the Association and two representatives of the Commissioner. In the event of no mutual decision being arrived at by such a Committee, the matter in dispute may be referred to the Industrial Relations Commission of NSW.

### 78. Excess Rent Assistance

- 78.1 Where a transferred officer secures privately rented accommodation (e.g. a private house) at his or her new location and incurs excess rent then the transferred officer is eligible for assistance as per the table below for a period of up to a maximum of 6 months.

Officer with 2 or more dependant children	\$68 per week
Officer with 1 dependant child	\$59 per week
Officer without dependant children	\$51 per week

- 78.2 The formula for excess rent is as follows.

Excess rent in respect of any transferred officer means rent in excess of the officer's weekly contribution calculated as follows:

$$\text{Contribution} = \text{Substantive salary} \times \frac{(\text{Substantive salary} + 2927)}{101,840}$$

"Officer's weekly contribution" shall be the "Contribution" as above multiplied by 7 and divided by 365.25.

The formula for calculating an officer's weekly contribution is based on:

- (a) 15% of the salary of a General Scale Clerk, Step 10 A&C
- (b) 20% of the salary of Clerk, min. Grade 4 A&C
- (c) 25% of the salary of Clerk, min. Grade 7 A&C

In the event of movement in the salaries for these classifications in the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007, the formula will be varied as follows:

replacing the figure of 101,840 by ten times the difference between the salaries for the Step 10 of the General Scale and for the minimum of Grade 7, A&C and,

replacing the figure of 2,927 by the difference between the salary for the Step 10 of the General scale and 15% of the figure referred above.

Prior to the allowance being granted, a transferred officer must produce documentary evidence of the unsuccessful and reasonable efforts to obtain other accommodation of a reasonable standard at a lower rent. Where they are eligible for admission to Housing NSW eligibility lists, application should be made to Housing NSW and evidence of this fact submitted.

- 78.3 In exceptional circumstances, the Commissioner may extend excess rent payments beyond six months, including in areas where there is an acute shortage of housing of a reasonable standard, and areas experiencing extremely high rents due to conditions which are abnormal compared with those generally in New South Wales.

### 79. Removal Costs

- 79.1 A transferred officer shall be entitled to reimbursement for the costs actually and necessarily incurred in removing personal and household effects to the new location, including expenses actually and reasonably incurred by employees and their families for meals and accommodation during the course of the journey where the Commissioner is satisfied that the journey was travelled by the shortest practicable route and completed within a reasonable time. All claims will be submitted promptly.
- 79.2 Where an officer who uses a private vehicle for the purposes of official business finds it necessary to transport another private vehicle, normally used by a dependant relative maintained by the officer in the household, the cost of transporting or driving that vehicle to the officer's new location shall be deemed to be part of removal costs and the officer shall be allowed the option of being paid;
- 79.2.1 the cost of transportation by either rail or road transport, or
- 79.2.2 where the vehicle is driven to the new location, car allowance at the Casual rate prescribed from time to time.
- 79.3 Removal expenses allowed under this award shall include the cost of insuring furniture and effects whilst in transit up to an amount of \$38,000.

Provided that:

Where the insured value exceeds \$38,000, the transferred officer, in addition to providing the inventory of items to be transferred shall, in order to be reimbursed for the additional excess claimed provide either:

- 79.3.1 A current household contents policy showing the insured value and a declaration that all items included in the contents policy are being removed or stored. Where all items in the policy are not to be transferred, the claim should be reduced proportionately; or
- 79.3.2 A certificate of valuation from a registered valuer certifying the value of the furniture and effects being removed or stored.
- 79.4 Should a transferred officer refuse or fail to provide either of the above, the officer will only be allowed reimbursement up to a maximum of \$38,000.
- 79.5 Where, due to circumstances beyond the control of the transferred officer, the furniture and effects of such officer arrive late at the new location, or are moved before the officer's departure from the previous location, such officer shall be reimbursed expenses for meals and accommodation properly and reasonably incurred by the officer and any dependants.

### 80. Storage of Furniture

Where the Commissioner is satisfied upon written application that a transferred officer is unable to secure suitable permanent accommodation at the new location and is required to store furniture while waiting to secure permanent accommodation, the Commissioner will approve the storage of removals. Where approval is given, the officer is eligible to receive the cost of storage and cartage to the store and from the store to the officer's residence. The officer shall also be allowed the cost of insurance of furniture while in storage upon the same basis as prescribed in subclause 79.3. Written applications will be made in advance, however the Commissioner may accept an application that is lodged later only where circumstances beyond the officer's control prevented it, and where it is made as soon as possible thereafter.

### **81. Cost of Personal Transport**

- 81.1 A transferred officer shall be entitled to the option of the first class rail fare or reimbursement for the use of a private vehicle on the following basis:
- 81.1.1 For self and one member of the household when proceeding on leave as in paragraph 76.1.1,
  - 81.1.2 For self and all members of the household when proceeding on leave as in paragraph 76.1.3, in so far as that paragraph refers to the commencement of duty; provided that where the members of the officer's household do not travel on the occasion on which such leave is taken, the entitlement to costs for their personal transport shall be deferred until such time as travel to take up residence at the officer's new location occurs.
  - 81.1.3 For self when proceeding on transfer leave for the purposes of transfer leave under subclause 76.2.
- 81.2 Where an officer elects to use a private vehicle such officer shall be paid a car allowance at the casual rate prescribed from time to time, except in respect of travel by the officer involved in the taking up of duty at the new location in which case payment shall be at the official business rate prescribed from time to time.
- 81.3 Car allowance paid in respect of travel under 81.1.1 shall not exceed the cost of first class rail fares for the transferred officer and one member of the household; and under 81.1.3, the cost of first class rail fares for the transferred officer.
- 81.4 Where an overall saving to the Government would eventuate, an officer and one member of the household when proceeding on leave as in 76.1.1, shall be entitled to economy class air fares in lieu of first class rail fares or reimbursement for the use of a private motor vehicle subject to the policy as laid down from time to time by the Department of Premier and Cabinet for use of air travel.

### **82. Compensation for Depreciation and Disturbance**

A transferred officer shall be entitled to compensation for the accelerated depreciation of personal and/or household effects removed to a new location, occasioned by the relocation. Such entitlement shall be \$1,126 where the Commissioner is satisfied that such officer has removed a substantial portion of what constitutes normal household furniture, furnishings and fittings of not less value than \$7,037; a pro rata amount being payable where the value is less than \$7037.

### **83. Education of Children**

- 83.1 Upon the production of receipts a transferred officer shall be entitled to be reimbursed for accommodation expenses exceeding \$27 per week, up to a maximum of \$56 per week, for each dependant child undertaking Year 12 where the elected subjects are not available at a school in the transferred officer's new location. The transferred officer will be required to provide a certificate from the Department of Education and Training confirming that the elected subjects are not available at the transferred officer's new location.
- 83.2 Upon the production of receipts and proof of school requirements for uniform, a transferred officer shall be entitled to be reimbursed for the cost of those items of essential school clothing listed hereunder that are required to be replaced or purchased as a direct result of the officer's transfer from the former location to the new location requiring the changing of schools. A transferred officer is not entitled to be reimbursed for an item of uniform which is suitable for use at either school, but for which a child has outgrown. When an item of clothing required at the new school is not included in the basic list, the Commissioner may reimburse the transferred officer the cost of same, but will require full particulars and the circumstances surrounding the requirement to purchase including production of receipts.

MALE	
WINTER UNIFORMS	SUMMER UNIFORMS
1 Suit Coat	3 shirts
2 pairs of winter trousers	2 pairs of trousers (short)
1 tie	3 pairs of long socks
3 shirts	1 hat
1 jumper/cardigan	
3 pairs of socks	
1 pair of shoes (where there is a unique requirement)	
1 track suit/sports uniform (but not both)	
1 pair of sandshoes	

FEMALE	
WINTER UNIFORMS	SUMMER UNIFORMS
1 hat	3 blouses
1 blazer	2 tunics
2 tunics	3 pairs of stockings/socks
3 blouses	1 hat
1 tie	
3 pairs of stockings/socks	
1 pair of gloves	
1 pair of shoes (where there is a unique requirement)	
1 tracksuit/sports uniform (but not both)	
1 pair of sandshoes	
1 jumper/cardigan	

#### 84. Conveyancing and Other Costs

84.1 A Transferred Officer who as a Consequence of the Transfer to a New Location, Sells a Residence at the Former Location, and Buys a Residence Or Land Upon which to Erect a Residence at the New Location Shall Subject to the Conditions Prescribed in Subclause 84.2, be Entitled to Reimbursement of the Following Expenses Incurred in Such Transactions:-

- 84.1.1 where a solicitor or a registered conveyancing company has been engaged to act on behalf of the officer in those transactions, the professional costs and disbursements by the solicitor or a registered conveyancing company in respect of such transactions;
- 84.1.2 stamp duty as per clause 85;
- 84.1.3 where the officer has engaged an estate agent to sell the residence at the former location, the commission paid to the estate agent in respect of such sale.

84.2 Reimbursement of expenses.

- 84.2.1 Reimbursement of expenses under this clause shall only be made where the sale of the officer's former residence and the purchase of either a residence or land upon which to erect a residence at the new location are effected within a period commencing not earlier than six months prior to the officer's transfer and ending not more than four years after such transfer.
- 84.2.2 A period of residence in a police residence is not to count towards the period of four years set out in clause 84.2.1.
- 84.2.3 A transferred officer owning a residence at a former location but who has taken up rented accommodation on transfer shall be regarded as covered by the award provisions relating to the reimbursement of conveyancing and incidental costs on the current transfer or a subsequent transfer, provided a period of not more than 4 years has elapsed since the officer's immediately preceding transfer.

- 84.2.4 Where it is not practicable for the transferred officer to purchase a residence in the new location and such officer has disposed of the former residence, such officer is not to be excluded from the award benefit when subsequently purchasing a residence in the new location on a current or subsequent transfer within the time allowed in subclause 84.2.3 above.
- 84.2.5 The Commissioner will be prepared to consider individual cases where the four-year period referred to in 84.2.1, 84.2.3 and 84.2.4 has been exceeded but will require full details of why sale and/or purchase of the transferred officer's residence could not be completed in the four year period.
- 84.2.6 The maximum amounts which an officer may be reimbursed under this clause shall be limited to the amounts which would be payable had the sale and purchase prices of the properties involved been \$520,000 in each cases.

### **85. Refund of Stamp Duty, Registration of Transfer and Mortgage Fees**

85.1 A transferred officer who as a consequence of the transfer to a new location:

- 85.1.1 sells a residence at the former location, and
- 85.1.2 buys a residence or land upon which to erect a residence at the new location, shall be entitled to reimbursement of:
- (a) stamp duty paid in respect of the purchase of the residence, or the land, and a house erected on that land at the new location, and
  - (b) stamp duty paid in respect of any mortgage entered into or the discharge of mortgage in connection with transactions mentioned in paragraphs 85.1.1 and 85.1.2 of this subclause;
  - (c) registration fees on transfers and mortgages on the residence, or the land and a house erected on the land, on the following basis:
    - (i) where the purchase is completed and the transferred officer enters into occupation of the residence within 15 months of transfer, such officer will be eligible for the reimbursement of stamp duty in full;
    - (ii) where the occupation of the residence purchased or erected as a result of transfer is not completed within 15 months but is completed within 4 years of transfer, reimbursement of stamp duty is not to exceed the amount which would have been payable had the sale and purchase prices of the properties involved been \$520,000 in each case.

85.2 A transferred officer who as a consequence of the transfer to a new location:

- 85.2.1 does not sell a residence at the former location, but
- 85.2.2 buys a residence or land upon which to erect a residence at the new location, shall be entitled to reimbursement of:
- (a) stamp duty paid in respect of the purchase of the residence or the land, and a house erected on that land at the new location,
  - (b) stamp duty paid on any mortgage entered into in connection with the purchase and
  - (c) registration fees on transfer and mortgages on the residence or the land and house erected on that land

provided the officer enters into occupation of the residence within 15 months of transfer to the new location.

### **86. Incidental Costs Upon Change of Residence**

- 86.1 Where a transferred officer entitled to the reimbursement of conveyancing and other costs under clause 84, Conveyancing and Other Costs, of this award, purchases a residence or the land upon which to erect a residence at the new location prior to the sale of the former residence, such officer shall be entitled to reimbursement for any Council or other Local Government rates levied in respect of the former residence in respect of any period during which such former residence remains untenanted, provided that the Commissioner may require the employee to furnish acceptable evidence that reasonable efforts are being made to sell the former residence at a fair market price.
- 86.2 A transferred officer shall be entitled to reimbursement of any costs incurred in respect of the connection of gas and/or electricity supplies not being refundable costs and of telephone installation at the new residence, provided that the cost of telephone installation shall be reimbursed only where a telephone was installed at the employee's former residence.
- 86.3 A transferred officer entitled to the reimbursement of conveyancing and other costs under clause 84, shall be entitled to reimbursement of the cost of survey certificates, pest certificates and/or building society registration fees reasonably incurred in seeking financial accommodation for the purpose of purchasing a new residence or the land upon which to erect a new residence at the new location, and the fees associated with discharging the mortgage on the officer's former residence.
- 86.4 A transferred officer shall be entitled to reimbursement for the fees charged by Australia Post for the re-direction of mail for the first month following the vacation of the former residence.

### **87. Relocation on Retirement**

- 87.1 Upon retirement from the Police Force at a place other than the place of original recruitment to the Police Force, an officer shall be entitled to be reimbursed the costs actually and necessarily incurred in removing personal and household effects to a location of the officer's choice, other than to a location substantially the same as the location at retirement, unless the officer is moving from a Police residence, together with the cost of insuring the same against damage in transit on the basis provided for in subclause 79.3, provided:
- 87.1.1 that the maximum amount of such reimbursement shall be limited to that payable had the officer moved to the place of original recruitment to the Police Force; and
- 87.1.2 the officer's relocation is effected within the period of 12 months following date of retirement.
- 87.2 Upon the death of an officer, the provisions referred to above shall apply to any claims made by the spouse of the deceased officer within a period of 12 months of the transferred officer's death provided the spouse was married to or in a bona fide common law relationship with the officer at the time of death, and the residence was the spouse's principal place of residence at the time of the death of the officer.
- 87.3 The Commissioner will be prepared to consider any claims by children or dependant relatives of the deceased officer in similar circumstances but will require full particulars as to the reasons for special consideration.

### **88. Existing Benefits**

The circumstances under which claims for transferred officers' compensation are currently granted under existing determinations and policies will continue to apply for all purposes where not otherwise provided for or altered within this award.

**SECTION 8 - LEAVE RESERVED****89. Leave Reserved**

- 89.1 Leave is reserved for the Police Association of NSW to make application for variation of this Award to:
- 89.1.1 incorporate into the award, maternity leave provisions consistent with a NSW State endorsed flow-on arising out of a future federal minimum standard; and
  - 89.1.2 to pursue improved remuneration having regard to attraction and retention for:
    - (a) Officers attached to the Tactical Operations Unit; and
    - (b) Officers attached to Police Prosecutors Branch.
- 89.2 Leave is reserved for the NSW Police Force to pursue a review and modernisation of rural and remote attraction and retention arrangements.

**SECTION 9 - AREA, INCIDENCE AND DURATION****90. Area, Incidence and Duration**

- 90.1 This Award applies to all officers defined herein.
- 90.2 It shall take effect on and from 15 December 2009 with the exception of the rates of pay and allowances prescribed under PART B, Monetary Rates, which shall take effect from the dates specified in that Part, or where otherwise stated in the award and shall remain in force until 30 June 2011.
- 90.3 This Award rescinds and replaces the provisions of the Crown Employees (Police Officers - 2008) Award published 29 August 2008 (366 I.G. 502) as varied (see Schedule 1).
- 90.4 Except where inconsistent with this Award the provisions of any other existing Agreement or Determination will continue to apply.

**91. Transition from Eight (8) Hour Break to Ten (10) Hour Break.**

- 91.1 Rosters that have commenced prior to the date of making this award will continue to apply the eight hour break provision of Clauses 43 and 46 of the Crown Employees (Police Officers - 2008) Award. Officers working under such rosters will observe the eight hour breaks only until the completion of that roster. Any roster commencing on or after the date of making this award will be subject to the provisions of subclauses 44.8 and 47.7 (ten hour breaks) for all purposes.

**92. Transition Arrangements for Transferred Officers under Section 7**

- 92.1 Where an officer has received an offer of transfer before the date this Award is made, the applicable provisions which existed immediately prior to this award being made will apply.
- 92.2 The arrangements prior to this award will continue to apply to officers who are able to demonstrate that they were genuinely the subject of an approved transfer but for reasons outside the officer's control have not accepted an offer of transfer prior to the date this award is made.
- 92.3 Subject to 92.1 and 92.2 above, an officer who accepts a transfer after the date this Award is made shall be entitled to the transfer entitlements under Section 7 of this award.
- 92.4 For a period of six months from the date this Award is made, Transferred Officers will be advised in writing at the time of being offered a transfer, or at an earlier time, whether their transfer attracts entitlements under the provisions which existed immediately prior to this award being made, or under this award.

92.5 The dispute settling procedures of the award will apply where there is a dispute as to the operation of these arrangements.

## PART B

### MONETARY RATES

**Table 1 - Non-Commissioned Officers' (Other than Detectives) Salaries**

From the beginning of the first full pay period to commence on or after 1 July 2009 - 4%.		
Rank/Incremental Level	Base Salary Per Annum	Loaded Salary (+ 11.5%) Per Annum
	\$	\$
Probationary Constable (Level 1)	49,768	55,491
Constable Level 2	51,647	57,586
Constable Level 3	53,522	59,677
Constable Level 4	55,399	61,770
Constable Level 5	56,340	62,819
Senior Constable Level 1	61,979	69,107
Senior Constable Level 2 Step 1	62,914	70,149
Senior Constable Level 2 Step 2	62,914	70,149
Senior Constable Level 3 Step 1	65,731	73,290
Senior Constable Level 3 Step 2	65,731	73,290
Senior Constable Level 3 Step 3	65,731	73,290
Senior Constable Level 4 Step 1	69,489	77,480
Senior Constable Level 4 Step 2	69,489	77,480
Senior Constable Level 5 Step 1	71,364	79,571
Senior Constable Level 5 Step 2	71,364	79,571
Senior Constable Level 6	72,303	80,618
Leading Senior Constable Level 1 Step 1	74,604	83,183
Leading Senior Constable Level 1 Step 2	74,604	83,183
Leading Senior Constable Level 2	76,547	85,350
Sergeant 1st Year	73,244	81,667
Sergeant 2nd Year	73,244	81,667
Sergeant 3rd Year	77,000	85,855
Sergeant 4th Year	77,000	85,855
Sergeant 5th Year	79,816	88,995
Sergeant 6th Year	79,816	88,995
Sergeant 7th Year	83,573	93,184
Sergeant 8th Year	83,573	93,184
Sergeant 9th Year	84,512	94,231
Senior Sergeant 1st Year	83,573	93,184
Senior Sergeant 2nd Year	83,573	93,184
Senior Sergeant 3rd Year	84,512	94,231
Senior Sergeant 4th Year	86,387	96,322
Senior Sergeant 5th Year	89,135	99,386
Probationary Constable (Level 1)	51,759	57,711
Constable Level 2	53,713	59,890
Constable Level 3	55,663	62,064
Constable Level 4	57,615	64,241
Constable Level 5	58,594	65,332



Senior Constable Level 1	64,458	71,871
Senior Constable Level 2 Step 1	65,431	72,956
Senior Constable Level 2 Step 2	65,431	72,956
Senior Constable Level 3 Step 1	68,360	76,221
Senior Constable Level 3 Step 2	68,360	76,221
Senior Constable Level 3 Step 3	68,360	76,221
Senior Constable Level 4 Step 1	72,269	80,580
Senior Constable Level 4 Step 2	72,269	80,580
Senior Constable Level 5 Step 1	74,219	82,754
Senior Constable Level 5 Step 2	74,219	82,754
Senior Constable Level 6	75,195	83,842
Leading Senior Constable Level 1 Step 1	77,588	86,511
Leading Senior Constable Level 1 Step 2	77,588	86,511
Leading Senior Constable Level 2	79,609	88,764
Sergeant 1st Year	76,174	84,934
Sergeant 2nd Year	76,174	84,934
Sergeant 3rd Year	80,080	89,289
Sergeant 4th Year	80,080	89,289
Sergeant 5th Year	83,009	92,555
Sergeant 6th Year	83,009	92,555
Sergeant 7th Year	86,916	96,911
Sergeant 8th Year	86,916	96,911
Sergeant 9th Year	87,892	98,000
Senior Sergeant 1st Year	86,916	96,911
Senior Sergeant 2nd Year	86,916	96,911
Senior Sergeant 3rd Year	87,892	98,000
Senior Sergeant 4th Year	89,842	100,174
Senior Sergeant 5th Year	92,700	103,361

**Table 2 - Detectives' Salaries**

From the beginning of the first full pay period to commence on or after 1 July 2009 - 4%			
Rank/Incremental Level	Base Salary	Base Salary for Overtime Purposes (+ Allowance Equivalent to Grade 3 Special Duties Allowance)	Loaded Salary (+ 11.5%, Allowance Equivalent to Grade 3 Special Duties Allowance and Detectives' Special Allowance)
	Per Annum \$	Per Annum \$	Per Annum \$
Detective 1st Year	55,399	58,764	66,607
Detective 2nd Year	56,340	59,705	67,656
Detective 3rd Year	61,979	65,344	73,944
Detective 4th Year	62,914	66,279	74,986
Detective 5th Year	65,731	69,096	78,127
Detective 6th Year	69,489	72,854	82,317
Detective 7th Year	71,364	74,729	84,408
Detective 8th Year	72,303	75,668	85,455
Detective 9th Year	74,604	77,969	88,020
Detective 10th Year	76,547	79,912	90,187

Detective Sergeant 1st Year	73,244	76,609	86,504
Detective Sergeant 2nd Year	73,244	76,609	86,504
Detective Sergeant 3rd Year	77,000	80,365	90,692
Detective Sergeant 4th Year	79,816	83,181	93,832
Detective Sergeant 5th Year	83,573	86,938	98,021
Detective Sergeant 6th Year	84,512	87,877	99,068
Detective Senior Sergeant 1st Year	83,573	86,938	98,021
Detective Senior Sergeant 2nd Year	84,512	87,877	99,068
Detective Senior Sergeant 3rd Year	86,387	89,752	101,159
Detective Senior Sergeant 4th Year	89,135	92,500	104,223
Detective 1st Year	57,615	61,115	69,272
Detective 2nd Year	58,594	62,094	70,363
Detective 3rd Year	64,458	67,958	76,902
Detective 4th Year	65,431	68,931	77,987
Detective 5th Year	68,360	71,860	81,252
Detective 6th Year	72,269	75,769	85,611
Detective 7th Year	74,219	77,719	87,785
Detective 8th Year	75,195	78,695	88,873
Detective 9th Year	77,588	81,088	91,542
Detective 10th Year	79,609	83,109	93,795
Detective Sergeant 1st Year	76,174	79,674	89,965
Detective Sergeant 2nd Year	76,174	79,674	89,965
Detective Sergeant 3rd Year	80,080	83,580	94,320
Detective Sergeant 4th Year	83,009	86,509	97,586
Detective Sergeant 5th Year	86,916	90,416	101,942
Detective Sergeant 6th Year	87,892	91,392	103,031
Detective Senior Sergeant 1st Year	86,916	90,416	101,942
Detective Senior Sergeant 2nd Year	87,892	91,392	103,031
Detective Senior Sergeant 3rd Year	89,842	93,342	105,205
Detective Senior Sergeant 4th Year	92,700	96,200	108,392

**Table 3 - Commissioned Officers' Salaries**

From the beginning of the first full pay period to commence on or after 1 July 2009 - 4%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	104,423
Inspector 2nd Year	109,735
Inspector 3rd Year	117,036
Inspector 4th Year	120,843
Inspector 5th Year	122,675
Inspector 6th Year	125,530
Inspector 7th Year	130,283
Inspector 8th Year	132,190

From the beginning of the first full pay period to commence on or after 1 July 2009- 4%	
Rank/Incremental Level	Per Annum \$
Superintendent 1st Year	142,249
Superintendent 2nd Year	147,483
Superintendent 3rd Year	149,386
Superintendent 4th Year	151,288
Superintendent 5th Year	153,509

Superintendent 6th Year	156,047
Superintendent 7th Year	157,951
Superintendent 8th Year	162,316

From the beginning of the first full pay period to commence on or after 1 July 2010 - 4%	
Rank/Incremental Level	Per Annum \$
Inspector 1st Year	108,600
Inspector 2nd Year	114,124
Inspector 3rd Year	121,717
Inspector 4th Year	125,677
Inspector 5th Year	127,582
Inspector 6th Year	130,551
Inspector 7th Year	135,494
Inspector 8th Year	137,478

From the beginning of the first full pay period to commence on or after 1 July 2010 - 4%	
Rank/Incremental Level	Per Annum \$
Superintendent 1st Year	147,939
Superintendent 2nd Year	153,382
Superintendent 3rd Year	155,361
Superintendent 4th Year	157,340
Superintendent 5th Year	159,649
Superintendent 6th Year	162,289
Superintendent 7th Year	164,269
Superintendent 8th Year	168,809

**Table 4 - Travelling Allowance and Motor Vehicle Allowances**

## Item 1

Capital Cities Per Day  
\$

Sydney	289.80
Adelaide	263.80
Brisbane	307.80
Canberra	251.80
Darwin	265.80
Hobart	223.80
Melbourne	279.80
Perth	270.80

High Cost Country Centres Per Day  
\$

Ballarat (VIC)	225.30
Bendigo(VIC)	228.80
Bright(VIC)	217.30
Broome(WA)	313.80
Bunbury (WA)	226.80
Burnie(TAS)	231.80
Cairns (Qld)	229.80
Carnarvon(WA)	253.10

Christmas Island(WA)	229.30
Cocos (Keeling) Island	216.80
Damiper (WA)	281.20
Derby(WA)	288.30
Devonport(TAS)	235.30
Emerald(QLD)	219.80
Esperance (WA)	221.80
Exmouth(WA)	296.80
Geelong (VIC)	227.80
Geraldton(WA)	236.30
Gladstone (Qld)	225.30
Gold Coast(QLD)	241.80
Halls Creek(WA)	254.30
Hervey Bay (QLD)	225.80
Horn Island(QLD)	265.80
Horsham (VIC)	219.80
Jabiru(NT)	304.80
Kalgoorlie(WA)	237.30
Karratha(WA)	391.80
Kununurra(WA)	264.30
Launceston(TAS)	222.30
Mackay(QLD)	239.30
Maitland(NSW)	214.80
Mount Gambier (SA)	208.30
Mount Isa(QLD)	265.30
Newcastle(NSW)	234.30
Newman(WA)	276.80
Norfolk Island	226.30
Port Headland(WA)	376.80
Port Macquarie(NSW)	221.80
Thursday Island (QLD)	286.80
Townsville (QLD)	230.80
Wagga Wagga (NSW)	224.30
Warrnambool(VIC)	219.80
Weipa(QLD)	244.80
Wilpena-Pound	241.80
Wonthaggi(VIC)	228.80
Yulara(NT)	437.80

## Tier 2 Country Centres

Per Day  
\$

Albany (WA)	205.55
Alice Springs (NT)	205.55
Bairnsdale (Vic)	205.55
Bathurst (NSW)	205.55
Bordertown (SA)	205.55
Broken Hill (NSW)	205.55
Castlemaine (Vic)	205.55
Ceduna (SA)	205.55
Dalby (Qld)	205.55
Dubbo (NSW)	205.55
Echuca (Vic)	205.55
Innisfail (Qld)	205.55
Kadina (SA)	205.55
Mount Gambier (SA)	205.55

Naracoorte (SA)	205.55
Orange (NSW)	205.55
Port August (SA)	205.55
Port Lincoln (SA)	205.55
Portland(VIC)	205.55
Renmark (SA)	205.55
Roma (Qld)	205.55
Seymour (Vic)	205.55
Swan Hill (Vic)	205.55
Whyalla(SA)	205.55
Wollongong(NSW)	205.55

Other country centres \$190.55

## Item 2

Incidental expenses allowance - when claiming actual expenses - all locations \$16.50

## Item 3

Meal allowances - when claiming actual expenses on overnight stays

Capital cities and high cost country centres

	\$
Breakfast	22.30
Lunch	25.00
Dinner	43.00

Tier 2 and other country centres

Breakfast	19.95
Lunch	22.80
Dinner	39.30

## Item 4

## Use of Private Motor Vehicle

Official Business - Engine capacity Cents per kilometre

2601cc and over	75.0
1601cc 2600cc	74.0
1600cc or less	63.0

Casual Rate - Engine capacity

2601cc and over	30.0
1601cc 2600cc	29.6
1600cc or less	25.2

Motor Cycle Allowance

(50% of the 1600cc or less official business rate)	31.5
--	------

**Table 5 - Remote Areas - Living Allowance**

## Item 1

With Dependents	Per Annum \$
Grade A	1,699
Grade B	2,254
Grade C	3,010

## Item 2

Without Dependents	Per Annum \$
Grade A	1,185
Grade B	1,580
Grade C	2,108

**Table 6 - Detectives' Special Allowance**

	Per Annum \$
From the beginning of the first full pay period to commence on or after 1 July 2009	1,472
From the beginning of the first full pay period to commence on or after 1 July 2010	1,531

**Table 7 - Special Duties Allowances (Non-Commissioned Officers)**

From the beginning of the first full pay period to commence on or after 1 July 2009

	\$ Per Annum
Grade 1 Six months following permanent appointment	961
Grade 2 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	1,439 1,678 1,915
Grade 3 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	2,401 2,879 3,365
Grade 4 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	4,076 5,036 6,233

From the beginning of the first full pay period to commence on or after 1 July 2010

	\$ Per Annum
Grade 1 Six months following permanent appointment	999
Grade 2 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	1,497 1,745 1,992
Grade 3 Six months following permanent appointment 3 years after permanent appointment 5 years after permanent appointment	2,497 2,994 3,500

Grade 4	
Six months following permanent appointment	4,239
3 years after permanent appointment	5,237
5 years after permanent appointment	6,482

**Table 8 - Professional/Academic Qualification Allowance (Constable or Senior Constable)**

Commencing from the first full pay period to begin on or after 1 January 2003

Professional/Academic Qualification

Per Annum  
\$

Diploma in Criminology	398
Bachelor or Law Degree and Other relevant approved Degrees Or Associate Diplomas or Associate Diploma in Justice Administration	792

With effect from 1 January 2002:

Vocationally relevant degrees as defined in subclause 42.3, Professional Academic Qualifications Allowances.	792
---	-----

**Table 9 - On-Call Allowances (Non-Commissioned Officers)**

Commencing from the first full pay period to begin on or after 1 July 2009

Where the period advised to be on call is between 2 ordinary shifts or less than 24 hours, for each such period the rate is;	15.88
Where the period advised to be on call is 24 hours, for each such period the rate is;	23.80
Vehicle Care as defined in 43.2	7.91

Commencing from the first full pay period to begin on or after 1 July 2010

Where the period advised to be on call is between 2 ordinary shifts or less than 24 hours, for each such period the rate is;	16.52
Where the period advised to be on call is 24 hours, for each such period the rate is;	24.75
Vehicle Care as defined in 43.2	8.23

Where a period on call exceeds 24 hours or multiples thereof, the appropriate allowance shall be paid for each period of 24 hours together with the appropriate allowance for a period less than 24 hours.

**Table 10 - Meal Allowances (Non-Commissioned Officers)**

Where a Non-Commissioned Officers incur an expense in purchasing a meal;

when they have worked more than one half hour beyond the completion of a rostered shift or

where they have performed duty at a place where no reasonable meal facilities were available for partaking of a meal or

where they are performing escort duty and cannot carry a meal;

shall be paid the appropriate meal allowance in accordance with the following table;

Breakfast	\$24.95
Lunch	\$24.95
Dinner	\$24.95
Supper	\$9.20

**Table 11 - Stocking Allowance (Non-Commissioned Officers)**

	Maximum Per Annum \$
Stocking Allowance	116.00

**Table 12 - Plain Clothes Allowances (Non-Commissioned Officers)**

Non-Commissioned Officers required to perform duty in plain clothes shall be paid the following allowances in accordance with the provisions of clause 59 - Provision of Uniform lieu of the provision of uniform. (Note: Non-Commissioned Officers paid as Detectives under clause 38 Salaries (Detectives) shall not be entitled to a Plain Clothes Allowance).

	Per Annum \$
Non-Commissioned Officers required to perform duty in snow climate areas as specified in paragraph 59.6 - Provision of Uniform	1,408.00
Non-Commissioned Officers required to perform duty in cold climate areas (category 2) as specified in paragraph 59.5 - Provision of Uniform	1,347.00
Non-Commissioned Officers required to perform duty in cold climate areas (category 1) as specified in paragraph 59.4 - Provision of Uniform	1,317.00
All other Non-Commissioned officers.	1,208.00

## SCHEDULE 1

Crown Employees (Police Officers - 2008) Award - History

Date Published	Volume	Part	Publication No.	Description
29 August 2008	366	2	C6621	Award
26 December 2008	366	6	C6725	Variation
26 December 2008	366	6	C6772	Variation
25 September 2009	369	1	C7191	Variation



## **SCHEDULE 2**

Schedule of Agreements referred to in clause 90 Area, Incidence and Duration.

1. Non Commissioned Police Officer Police Department (Public Service Board) Agreement No. 2396 of 1982.
2. Commissioned Police Officers Police Department (Public Service Board) Agreement No. 2395 of 1983.

R. P. BOLAND J , *President*

---

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (RURAL FIRE SERVICE 2009) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1541 of 2008)

Before Commissioner Cambridge

3 December 2009

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

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Parties to the Award
4.	Definitions
5.	Classification and Salary Rates
6.	Conditions of Employment
7.	Hours of Work
8.	Attendance and Working Arrangements
9.	Background to Work Hours Arrangements
10.	Requirement to Work Additional Hours
11.	Agreed Absences
12.	Annualised Conditions Allowance (ACA)
13.	After Hours Allowance
14.	District Support Staff/Fleet Positions and Allowances
15.	Major Incident Conditions
16.	Operations Customer Support Centre (OCSC)
17.	Staff Members who are Volunteer Members
18.	Grievance and Dispute Resolution Procedures
19.	Anti-Discrimination
20.	Area, Incidence and Duration

**PART B****MONETARY RATES**

21. Schedule A - Salary Rates - RFS Officers
22. Schedule B - Salary Rates - RFS Officers (OCSC)
23. Schedule C - Allowances

**2. Title**

- 2.1 This Award shall be known as the Crown Employees (Rural Fire Service 2009) Award.

**3. Parties to the Award**

- 3.1 Department of Rural Fire Service and Director of Public Employment; and
- 3.2 Public Service Association and Professional Officer's Association Amalgamated Union of New South Wales.

#### 4. Definitions

- 4.1 "Act" means the *Public Sector Employment and Management Act 2002*.
- 4.2 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 4.3 "At the convenience of" means the operational requirements permit the staff member's release from duty or that satisfactory arrangements can be made for the performance of the staff member's duties during the absence.
- 4.4 "Award" means an award as defined in the *Industrial Relations Act 1996*.
- 4.5 "Business Unit" means a section or part of the organisation that has a dedicated budget and/or corporate goals or objectives that need to be achieved as part of the overall strategic plan for the Rural Fire Service.
- 4.6 "Casual Employee" means any employee engaged in terms of Chapter 2, Part 2.6 Casual Employees, of the *Public Sector Employment and Management Act 2002* and any guidelines issued thereof or as amended from time to time.
- 4.7 "Conditions Award" means the Crown Employees (Conditions of Employment) 2009 Award or award replacing it.
- 4.8 "Commissioner" means the Division Head or Chief Executive Officer of the Rural Fire Service or a person authorised by the Commissioner through delegated authority.
- 4.9 "DPE" means the Director of Public Employment, as established under the *Public Sector Employment and Management Act 2002*.
- 4.10 "Duty Officer" means a staff member rostered for duty or operating after hours, as directed by the Commissioner (under the Rural Fires Act), to serve as coordinator of the Commissioner's emergency response organisation by receiving and passing on reports and other information, alerting reserve resources when necessary, liaising with other organisations involved in emergency response and performing normal duties as required.
- 4.11 "Incident" means an unscheduled activity such as wildfire suppression, flood or storm relief, search and rescue, cetacean rescue, accident and substance spill attendance, or as otherwise approved by the Commissioner, but does not include hazard reductions.
- 4.12 "Incident Controller" means a staff member who has been appointed by the Commissioner and is responsible for incident activities including the development and implementation of strategic decisions and approving the ordering and releasing of resources.
- 4.13 "Incident Duties" means all work involved in incidents for which there is Rural Fire Service participation from when an event is declared an incident, until it is declared over by the incident controller.
- Duties may include the initial reporting, reconnaissance, organisation of resources, control, mop up, control to completion of incident duties, and may involve office duties in the organisation and direction of the emergency response as well as work at the scene (refer to the Major Incident Conditions clause in this Award).
- 4.14 "JCC" - means the RFS Joint Consultative Committee that meets on a regular basis to formally address matters of mutual interest and concern, and encourage and facilitate workplace reform and equitable, innovative and productive workplace relations.
- 4.15 "Major Incident Conditions" means the conditions that apply in circumstances where an incident is declared by the Commissioner.

- 4.16 "Normal work", for the purposes of the Grievance and Dispute Settling Procedures in this Award, means the work carried out in accordance with the staff member's position at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.
- 4.17 "On-call (General)" means, unless already eligible for an on-call allowance under an annualised arrangement or other industrial instrument, a staff member shall be entitled to be paid an on call allowance when directed by the Rural Fire Service to be on call outside the staff member's normal working hours.
- 4.18 "On-call (Major Incident)" means the requirement for staff, as defined by this Award, to respond to the Rural Fire Service's matters while on or off duty without necessarily returning to their normal place of employment or residence, the response being necessary to assist in bringing an incident to a satisfactory conclusion.
- This requirement does not include times when such staff members are on approved annual or long service leave.
- 4.19 "SERM Act" means the *State Emergency and Rescue Management Act 1989*.
- 4.20 "Service" or "Rural Fire Service" or "RFS" means the Department of Rural Fire Service as defined in Schedule 1 of the Act and also referred to as the NSW Rural Fire Service.
- 4.21 "Staff" or "Staff Member" means an officer or a temporary employee (including District, Head Office, Region and Service Support Centre) as defined in the Act and, unless otherwise specified in this Award, includes both full-time and part-time staff.

## 5. Classification and Salary Rates

- 5.1 The classification under this award is titled "RFS Officer".
- 5.2 The salary rates are set out in Part B Monetary Rates, Schedule A - Salary Rates - RFS Officers and Schedule B - Salary Rates - RFS Officers (OCSC) of this award.
- 5.3 The salary rates are set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement award.
- 5.4 In accordance with the arrangement commencing 1 July 2001, salary rates in Schedule A are inclusive of annual leave loading.
- 5.5 Senior Management positions are classified and graded as RFS Officers Level 14, Level 15 or Level 16.
- 5.6 There is no broad banding of the Senior Management Levels 14, 15 and 16.
- 5.7 Annual incremental progression within a level or broad banded levels shall be:
- 5.7.1 On the anniversary of appointment to a position; and
- 5.7.2 Subject to a satisfactory performance report by the Supervisor.

## 6. Conditions of Employment

- 6.1 The staff members 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 are provided for under the *Public Sector Employment and Management Act 2002*, the *Public Sector Employment and Management Regulation 2009*, *Crown Employees (Public Service Conditions of Employment) Award 2009* and the *Crown Employees (Public Sector - Salaries 2008) Award* or any awards replacing these awards.

- 6.2 Where there may be inconsistencies between this Award and the Crown Employees (Public Service Conditions of Employment) Award 2009, or any other public service award, agreement or industrial instrument that would otherwise cover staff of the Rural Fire Service, the arrangements in this Award shall prevail.

### **7. Hours of Work**

- 7.1 Notionally staff will work a 35-hour week worked any time from Monday to Sunday.
- 7.2 The normal working week shall be Monday to Friday with standard office hours from 9.00am to 5.00pm.
- 7.3 The bandwidth for working the 35 hours will normally be between 7.00am and 7.00pm unless otherwise agreed.
- 7.4 The Rural Fire Service shall take appropriate measures to comply with the provisions of the *Industrial Relations Act 1996* which require that the ordinary hours of employment of staff shall not exceed a maximum of 35 hours per week, averaged over a 12 week period.
- 7.5 Staff members shall attend their place of employment for sufficient hours to perform their duties and to service Business Unit clients. The duties are those as defined in the approved Position Description for the job and the agreed performance management criteria for the position staff are appointed to or in which they are acting.
- 7.6 A settlement period shall be each calendar month for the purposes of the taking or accumulation of an agreed absence.
- 7.7 Local arrangements between staff and supervisors will be aimed at achieving the key result areas for each position in compliance with the Corporate Plan and the corresponding Business Plan for each Business Unit.
- 7.8 Standard hours are set and regular hours of operation as determined by the Commissioner from time to time to meet organisational requirements.
- 7.9 Overtime is all time approved or directed to be worked before 7.30am or after 6.00pm on a normal workday between Monday to Friday, or on weekends and public holidays at the direction of the Commissioner.

### **8. Attendance and Working Arrangements**

- 8.1 There are no fixed rules regarding attendance times or days and subsequently, there is no requirement upon individuals to maintain any formal record of hours worked.
- 8.2 Staff members may however choose to keep their own personal record or diary of hours worked to ensure the provisions of the *Industrial Relations Act 1996* as defined in subclause 7.4 of clause 7, Hours of Work are complied with.
- 8.3 Within the parameters of this clause, staff covered by this arrangement may reach mutual agreement with their supervisor regarding hours of work.
- 8.4 Such working hours need to be sufficient to satisfy the working requirements of the Business Unit in accordance with agreed performance criteria.
- 8.5 Each Business Unit will maintain a daily register of staff attendance.
- 8.6 This register will also serve as the Monthly Leave Return required for auditing purposes to confirm attendance of staff at work.

### **9. Background to Work Hours Arrangements**

- 9.1 The arrangements set out in this clause are those that apply to all categories of staff covered by this Award unless otherwise specified by the Commissioner in accordance with subclause 7.8 of clause 7, Hours of Work.
- 9.2 The work hours scheme is based on a high level of trust and mutual respect between management and staff and is designed to build on and maximise the level of positive communication and understanding between management and staff.
- 9.3 Management and staff agree that achievement of Corporate Goals, meeting deadlines, provision of client services and completion of tasks in accordance with commitments is the business of the Rural Fire Service.
- 9.4 The work hours scheme is designed to provide a professional approach to the conduct of the Rural Fire Service as a business with a substantial volunteer base, with a balance between working life and private life for each staff member and typified by "a fair day's pay for a fair day's work".

### **10. Requirement to Work Additional Hours**

- 10.1 The Commissioner may require a staff member to perform duty beyond the hours determined under this award but only if it is reasonable for the staff member to be required to do so.
- 10.2 A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours.
- 10.3 In determining what is unreasonable, the following factors shall be taken into account:
- 10.3.1 the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
- 10.3.2 any risk to staff member health and safety,
- 10.3.3 the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
- 10.3.4 the notice (if any) given by the Commissioner regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
- 10.3.5 any other relevant matter.

### **11. Agreed Absences**

- 11.1 Staff members covered by this arrangement shall be entitled to one day off per calendar month every calendar year (except staff on standard hours) in recognition of the hours worked and professional commitment to the organisation.
- 11.2 The day to be absent from work shall be referred to as an "agreed absence" and shall be taken at a time that is mutually agreed between the staff member and supervisor.
- 11.3 By agreement, and at the convenience of the Rural Fire Service, more flexible arrangements in relation to agreed absences may be made between staff members and supervisors on a local basis to meet personal and business requirements.
- 11.4 To meet either unforeseen circumstances or regular deadlines such as end of financial year accounts processing, staff members and supervisors may agree that staff members may postpone an agreed absence for one or more months.

- 11.5 The taking of postponed agreed absences is a matter for local arrangement between the staff member and his or her supervisor.
- 11.6 Subject to agreement, up to 5 agreed absences may be conserved by a staff member during any one calendar year, during which time:
- 11.6.1 conserved days may be taken, subject to arrangement with the supervisor; or
- 11.6.2 up to five (5) agreed absences may be "cashed in" at the staff member's ordinary salary rate of pay.
- 11.6.3 conserved days in excess of five (5) at the end of each calendar year will be forfeited unless the Commissioner approves otherwise.

## 12. Annualised Conditions Allowance (ACA)

- 12.1 The ACA is an allowance paid in lieu of all foreseeable on-call, after hours, excess travelling time, programmed overtime, uniform/laundry and garage/carport.
- 12.2 This is an all-inclusive allowance capped at the maximum payable rate of 15% of the salary in Schedule A, Salary Rates - RFS Officers, in accordance with the Matrix below:

	Program Overtime	After Hours	Excess Travel Time	On-call	Garage/Carport	Uniform/Laundry	
Scenario 1	✓	✓	✓	✓	✓	✓	15.00%
Scenario 2	✓	✓	✓		✓	✓	14.00%
Scenario 3	✓	✓		✓	✓	✓	13.00%
Scenario 4	✓		✓	✓	✓	✓	12.00%
Scenario 5	✓		✓	✓			11.50%
Scenario 6	✓	✓			✓	✓	11.00%
Scenario 7	✓		✓		✓	✓	10.50%
Scenario 8	✓		✓			✓	10.00%
Scenario 9	✓			✓	✓	✓	9.00%
Scenario 10	✓			✓			8.50%
Scenario 11		✓	✓		✓	✓	8.00%
Scenario 12	✓				✓	✓	7.00%
Scenario 13	✓						6.50%
Scenario 14		✓			✓	✓	6.00%
Scenario 15			✓		✓	✓	5.00%

- 12.3 Where no scenario exists in the Matrix to meet the particular requirements of an eligible staff member, the next nearest percentage shall be requested with an accompanying submission with full justification, and if supported by the manager, referred to the Commissioner for due consideration.
- 12.4 The Director Membership Services is to be informed of any such approvals.
- 12.5 The exception to subclause 12.1 of this clause is where major incident conditions are declared or where extenuating circumstances exist and are approved by the Commissioner.
- 12.6 The ACA must be applied for by a staff member and duly approved by an officer with the appropriate RFS delegation.
- 12.7 The ACA applies to a position and not to a staff member.
- 12.8 Where a staff member in receipt of the ACA is seconded or temporarily transferred to a position (or on a special project) for a period greater than 3 months and that position does not attract the ACA, they will not receive the allowance for the period they occupy the temporary position.

- 12.9 A staff member in receipt of the ACA may, on an annual basis as at 30 June, elect to opt out of the ACA and revert to the normal award provisions as they may apply.
- 12.10 The applicability of the ACA is reviewed annually as at 30 June against the functionality of the position through the ACA Review Panel.
- 12.11 The ACA Review Panel comprises representatives from the RFS and the Association and it makes recommendations to the Commissioner.
- 12.12 A staff member who does not agree with the outcome of a particular review or decision in relation to this clause may access the Service's Grievance Handling Procedures for resolution.
- 12.13 The ACA is not considered salary for superannuation and termination purposes.

### **13. After Hours Allowance**

- 13.1 The After Hours Allowance is payable to staff for work undertaken outside of normal hours of duty where the staff member will be required to be available for contact and immediate response to a call and any minor follow up work that may result from a call.
- 13.2 This allowance is not payable where a staff member is eligible for an annualised allowance under clause 12, Annualised Conditions Allowance of this Award.
- 13.3 A weekly allowance as per Item 1 of Schedule C, Allowances of Part B, Monetary Rates shall be paid to cover all time outside the normal working hours that a staff member is required to be available for contact and immediate response to a call.
- 13.4 In support of payment of such an allowance, and where determined by the Commissioner, this arrangement shall include the provision of an appropriate work area to perform the functions required by the Rural Fire Service.
- 13.5 The allowance shall compensate the staff member for routine incidents and minor follow-up work that may result from a call.
- 13.6 Where a staff member is rostered on duty under this clause on a public holiday, a day in lieu will be given and is to be taken at a mutually agreeable time.
- 13.7 This allowance can be rotated to accommodate other staff members rostered on to undertake these duties as required.
- 13.8 In special circumstances, application may be made to the Commissioner for the payment of overtime over and above this allowance where extenuating circumstances can be demonstrated that would not normally be covered by the intent of this clause.

### **14. District Support Staff/Fleet Positions and Allowances**

- 14.1 The Commissioner shall, on application, approve the payment of the appropriate allowances as set out in Item 2 of Schedule C, Allowances of Part B, Monetary Rates.
- 14.2 Training and Multi-skilling
- 14.2.1 Following the provision of adequate in house training, district support staff/fleet shall be required to undertake a range of basic cross-classification activities within statutory limitations.
- 14.2.2 District support staff/fleet shall be required to undertake such cross classification activities when there is insufficient work in a staff member's normal classification or where the reallocation of staff is required to meet the Rural Fire Service's exigencies.



- 14.2.3 Any district support staff/fleet undertaking cross-classification activities in terms of this subclause is required to carry out those activities in a responsible and competent manner.
- 14.3 The Rural Fire Service may enter into arrangements to engage Apprentices.
- 14.4 The District Staff (Fleet) Allowances in Item 2 of Schedule C, Allowances of Part B, Monetary Rates of this award are increased in accordance with the relevant tool allowances in the Crown Employees (Skilled Trades) Award as varied from time to time, and the Crown Employees Wages Staff (Rates of Pay) Award 2008 or any replacement award for the electrical trades.

### 15. Major Incident Conditions

- 15.1 The following conditions apply in circumstances where an incident is declared and/or approved by the Commissioner or State of Emergency as declared under the SERM Act until such time as the declaration of the incident is lifted.
- 15.2 Conditions
- 15.2.1 For the purpose of calculating payment for incident duty, the salary rate shall be the staff member's substantive salary rate in Schedule A or Schedule B of Part B, Monetary Rates.
- 15.2.2 Call out to attend an incident will be paid in accordance with the provisions of this Award.
- 15.2.3 All travel to and from an incident will be paid as if part of the incident.
- 15.2.4 Start and finish times:
- 15.2.4.1 On a normal rostered day on, start will be from normal workplace and finish will be on return to normal workplace, plus 30 minutes.
- 15.2.4.2 On a rostered day off, start will be on leaving place of abode and finish will be on return to place of abode, plus 30 minutes.
- 15.2.4.3 Where it is not possible to return to place of abode or normal workplace, start will be on leaving accommodation and finish will be at the time of the call and finishing time will be on return to accommodation, plus 30 minutes.
- 15.2.5 A normal shift is 7 hours, but staff members may be required to work up to a maximum of 12 hours. However, the initial shift following the declaration of an incident may extend to a maximum of 16 hours within the 24-hour period.
- 15.2.6 The intention of this Award is to allow flexibility in exceptional circumstances; e.g., new crews arriving late, unforeseeable worsening of the incident.
- 15.2.7 A minimum 10-hour break, not including travelling time, must be taken between shifts.
- 15.2.8 After completion of 3 consecutive shifts on incident duties a 24-hour break, with payment at single time rates, shall be provided before continuing with incident duties. The 24-hour break is to be extended to 5 shifts for staff members carrying out support functions (i.e., Catering Teams, Administration Assistance).
- 15.2.9 It is the responsibility of the Incident Controller or nominee to ensure that reasonable shift and rest periods are adhered to.
- 15.2.10 If a staff member is away from their own place of work for the purposes of attending an incident, and are not required to work and it is not possible to return to their home, seven hours normal pay will be paid per day until they return home or to their usual place of work, whichever is the sooner.

- 15.2.11 Staff members required to work on their allocated agreed absence will be allowed to bank the day off to be cashed in or taken at a later date in accordance with the work hours arrangements in this Award.
- 15.2.12 Staff members directed to return from annual leave to attend an incident will be compensated for pre-paid accommodation and return travel from their leave destination to home at either first class rail travel or economy air travel rate for themselves and any dependents or at official business rate if a private vehicle is used.
- 15.2.13 Staff members will be further compensated by single hourly rate for all hours travelled. Such staff members will have the same option as staff members called from an agreed absence day off.
- 15.2.14 No staff member shall have time deducted from pay for meal breaks unless they are actually relieved of incident duties for the period of the break and clean-up time, e.g., 30-45 minutes. Where meals are provided to a staff member on the ground and eaten in conjunction with incident duties, no deduction will be made from pay.

### 15.3 Payment Associated With Incidents

#### 15.3.1 Shift Loadings:

A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:

Day	at or after 6am and before 10am	Nil
Afternoon	at or after 10am and before 1pm	10%
Afternoon	at or after 1pm and before 4pm	12½%
Night	at or after 4pm and before 4am	15%
Night	at or after 4am and before 6am	10%

15.3.2 The loadings specified in this subclause shall only apply to shifts worked from Monday to Friday.

#### 15.3.3 Weekends and Public Holidays:

For the purpose of this clause any shift, the major portion of which is worked on a Saturday, Sunday or Public Holiday, shall be deemed to have been worked on a Saturday, Sunday or Public Holiday and shall be paid as such.

#### 15.3.4 Saturday Shifts:

Shift workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday, which is not a public holiday, shall be paid for such shifts at ordinary time and one half.

#### 15.3.5 Sunday Shifts:

Shift workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday, which is not a public holiday, shall be paid for such shifts at ordinary time and three quarters.

#### 15.3.6 Public Holidays:

For shift workers working on a Public Holiday, the following shall apply:

- 15.3.6.1 Where a shift worker is required to and does work on a Public Holiday, the shift worker shall be paid at two and a half times the rate for time worked.

15.3.6.2 Such payment shall be in lieu of weekend or shift allowances which would have been payable if the day had not been a Public Holiday;

15.3.6.3 a shift worker rostered off duty on a Public Holiday shall be paid one day's pay for that Public Holiday or have one day added to his/her annual holidays for each such day;

15.3.7 These allowances shall not apply to any overtime worked.

15.3.8 Staff in receipt of an ACA shall have access to overtime in accordance with the provisions of this clause at the rate of salary in Schedule A, Salary Rates - RFS Officers.

#### 15.4 Family

15.4.1 The Rural Fire Service will compensate staff members for additional dependent care expenses (receipts must be provided) relating to time worked during the incident.

15.4.2 This must be arranged with the Incident Controller as soon as practical and each case will be assessed by the Incident Controller and approved by the Commissioner.

#### 15.5 Provision of Meals and Accommodation whilst Working on Incident

15.5.1 The Rural Fire Service will generally provide meals, including breakfast, lunch and dinner, and provide supper for staff members working night shift.

15.5.2 If no meal is supplied, a payment of an amount per meal as set out in the Crown Conditions Award shall be made.

15.5.3 Wherever possible, staff members will be allowed to return home or the Rural Fire Service will provide suitable accommodation.

15.5.4 Where returning home or to other accommodation is not possible or practical and the staff members are required to camp, they will be paid the appropriate allowance as set out in the Conditions Award.

#### 15.6 "On call"

15.6.1 "On call" means the requirement for staff, as defined by this Award, to respond to the Rural Fire Service's matters while on or off duty without necessarily returning to their normal place of employment or residence, the response being necessary to assist in bringing an incident to a satisfactory conclusion.

15.6.2 This requirement does not include times when such staff are on approved annual or long service leave.

### **16. Operations Customer Support Centre (OCSC)**

16.1 The shift work provisions of the Conditions Award shall apply unless otherwise specified in this clause.

#### 16.2 Roster Details

16.2.1 The OCSC will operate on a 24 hour per day, 7 days per week basis across the whole year.

16.2.2 Roster arrangements shall be outlined in advance for staff.

16.2.3 The rotating roster covers a 12 week period and staff will be rostered an equitable allocation of shifts across the period and therefore across a full year.

16.3 Time Span of Each Shift

16.3.1 The two shift rosters operating each day for staff will be:

- (i) Day Shift 6am (06:00) to 6pm (18:00)
- (ii) Night Shift 6pm (18:00) to 6am (06:00)
- Swing Shift Rostered as required

16.3.2 Staff members will be rostered to undertake 35 x 12-hour shifts per 12 weeks for a total of 420 ordinary hours.

16.4 Swing Shift

16.4.1 A "swing shift" (SS) will be allocated where the need arises to cover busy periods.

16.4.2 The Swing Shift may be staffed by an RFS staff member or by agency staff member through an employment agency with suitable staff.

16.5 Staffing

16.5.1 Each shift will consist of an RFS Officer (OCSC Senior Operator) Level B and an RFS Officer (OCSC Operator) Level A.

16.6 Averaging-Out Shift Penalties (ASP)

16.6.1 The shift penalties applicable have been 'Averaged-Out' for all OCSC staff - abbreviated to the "ASP".

16.6.2 The ASP allows OCSC staff members to receive a consistent fortnightly salary payment, which removes the need for frequent salary adjustment due to rotating shift arrangements.

16.6.3 The calculation of the ASP based on the 12-week roster is as follows:

Shifts	Type of Shift	Hours	Total	Loading		Total	
12	Mon to Fri - Day	12:00	144:00	0%	0	144:00	
11	Mon to Fri - Night	12:00	132:00	15%	19.80	151.80	
	Mon to Fri Total						295:80
6	Saturday Total	12:00	72:00	50%	36:00	108:00	
6	Sunday Total	12:00	72:00	75%	54.00	126.00	
	Sat and Sun Total						234:00
	Total Hours Paid						529:80

529:80 paid hours divided by 420 ordinary hours = 1.2614

To express 1.26 as a percentage: (1.2614 x 100%) = 126.14%

Therefore ASP = 26.14%

16.6.4 The ASP is paid for all normal rostered work undertaken plus during periods of annual leave, sick leave, family and community leave, special leave and study leave.

16.6.5 The ASP will not compensate for Public Holidays, overtime worked and during periods of extended leave, parental leave and military leave.

16.6.6 Public Holidays and overtime will be paid at the appropriate Award rate.

16.7 Shiftwork Rostering and Administration

- 16.7.1 In compliance with the staffing requirement of this clause, a minimum of two (2) people is required on every shift.
- 16.7.2 Shift rosters will be developed to ensure the equitable allocation of shifts to all OCSC staff wherever possible across the whole twelve (12) week period.
- 16.7.3 Formal handovers will occur towards the end of the twelve (12) hour shift by the Senior OCSC Operator through the completion in writing of the appropriate pro forma documentation currently used in the OCSC.
- 16.7.4 Extra shifts will be filled using the swing shift facility. RFS may use existing staff on overtime or temporary agency staff on contract to staff the swing shifts as required.
- 16.7.5 Staff meetings and announcements shall be through e-mail which has proved to be the most efficient and equitable way to communicate with staff to date.
- 16.7.6 If a staff member is to be absent from duty because of illness or other emergency, the staff member shall notify or arrange for another person to notify the supervisor as soon as possible of the staff member's absence and the reason for the absence. Wherever possible, staff shall preferably provide a minimum of 24 hours notice.
- 16.7.7 Where a staff member stays back to cover the late arrival of another staff member, the extra hours past the twelve (12) hour shift shall be calculated at applicable overtime rates. Staff members shall not be expected to work more than four (4) extra hours.
- 16.7.8 Payment for overtime shall be made only where the staff member works approved or directed overtime.
- 16.7.9 Staff who wish to change an allocated shift on the roster can do so through mutual agreement with another staff member but must formally notify their manager of such a change as soon as this is agreed in writing.
- 16.7.10 The Rural Fire Service will maintain its ongoing support to flexible work practices to assist staff meet their family and community service commitments on a case-by-case basis.

16.8 Other Leave Entitlements

16.8.1 With the operation of a twelve (12) hour shift all leave taken will be calculated on an hourly basis as demonstrated below with the sick leave comparison:

Sick leave for non-shift workers			Sick leave for 12 hr OCSC shift workers			
	Accrual	Debit		Accrual		Debit
Full Day	7:00 hrs	7:00 hrs	Full Day	7:00 hrs	Full Shift	12:00 hrs
½ Day	3:30 hrs	3:30 hrs	½ Day	3:30 hrs	½ Shift	6:00 hrs
¼ Day	1:75 hrs	1:75 hrs	¼ Day	1:75 hrs	¼ Shift	3:00 hrs
Sick Leave Entitlement is 15 days			Sick Leave Entitlement is 105 hours			

15 days at 7 hours = Total converted entitlement of 105 hours.

16.8.2 The same conversions apply to other leave such as annual leave:

20 days at 7 hours = Total converted entitlement of 140 hours.

## 16.9 Meal Breaks

- 16.9.1 The shift roster provides for a one-hour paid crib break during a twelve (12) hour shift taken in two 30 minute allocations.
- 16.9.2 Where a staff member works an additional shift as approved or directed overtime, the paid crib breaks as per 16.9.1 shall also apply.
- 16.9.3 No staff member shall be required to work more than five (5) consecutive hours without a meal break.
- 16.9.4 OCSC Staff members may take a 10-minute tea break provided that the discharge of public business is not affected and, where practicable; they do so out of the view of the public contact areas.

## 16.10 Opportunities for Training and Personal Development

- 16.10.1 The twelve-week shift roster provides for operational training to be undertaken during normal shift hours Monday to Friday in keeping with current practice.

## 16.11 Annual Leave and Annual Leave Loading

- 16.11.1 OCSC staff will be entitled to 4 weeks annual leave (converted to 140 hours), which includes four weekends or rest days.
- 16.11.2 Payment for leave loading is replaced by the ASP which attracts a higher remuneration level.

## 16.12 Salary Rates and Classification

- 16.12.1 The salary rates in Part B Monetary Rates, Schedule B, RFS Officers (OCSC) of this award apply to OCSC staff members.

## **17. Staff Members who are Volunteer Members**

### 17.1 General

- 17.1.1 Staff members who are volunteer members of, but not limited to:

NSW Rural Fire Service;

Bushwalkers' Federation;

Cave Rescue Association;

State Emergency Service;

Royal Volunteer Coastal Patrol;

Volunteer Rescue Association of NSW (or affiliated groups); or

Wireless Institute Civil Emergency Network;

Australian Volunteer Coast Guard Association.

May be granted special leave of up to 5 days in any period of 12 months for the purpose of assisting as volunteers in one of the above-mentioned organisations.

17.1.2 However, this situation does not cover declared emergencies as described in subclause 17.2, Declared Emergencies of this clause.

17.1.3 A staff member who is a volunteer as described in this clause requires the permission of their supervisor, or have pre approval, prior to attending any such volunteer activities.

17.1.4 A supervisor may only approve of a volunteer attending a callout if it will have minimal affect on the normal routine of the office.

## 17.2 Declared Emergencies

17.2.1 If a situation arises requiring an incident response, or an incident is declared under section 44 of the *Rural Fires Act 1997* or a State of Emergency is declared under the SERM Act, staff who volunteer to assist are granted special leave with no limit.

17.2.2 Leave granted under paragraph 17.2.1 is in addition to any leave granted in paragraph 17.1.1 of this clause.

17.2.3 Volunteers may attend subject to the provisions of this clause.

## 17.3 Proof of Attendance at Emergencies

17.3.1 An application for leave must be accompanied by a statement from the Incident Controller, the Local or Divisional Controller, or the Police, certifying the times of attendance.

17.3.2 The leave application should indicate the period and area of attendance together with the name of the organisation to which the volunteer member belongs.

## 17.4 Rest Periods

17.4.1 If a volunteer staff member remains on emergency duty for several days, the Commissioner may grant special leave to allow reasonable time for recovery before returning to duty.

17.4.2 If a volunteer staff member assists in a rescue or major incident at a time such that it would be unreasonable to expect them to report for duty at the normal time, the Commissioner may grant up to 1 day special leave for rest.

17.4.3 In the emergency referred to in the preceding two paragraphs is not a declared emergency, the leave granted is included in the general 5 day annual limit prescribed in subclause 17.1, General of this clause.

## 17.5 Bush Fire Fighting Training Courses

17.5.1 Rural Fire Service volunteers nominated to attend courses approved by the Rural Fire Service or by organisations recognised by the Rural Fire Service are to be granted the necessary special leave to attend, up to a maximum of 10 working days in any period of 12 months.

17.5.2 Approval of leave is subject to the Rural Fire Service's convenience and written confirmation of attendance.

## 17.6 State Emergency Service Courses

17.6.1 If the Director-General of State Emergency Service considers it essential that an SES volunteer staff member attend a course of training or lectures, the Commissioner should make every effort to release the staff member from duty. If the staff member is so released, the necessary absence from work is regarded as being on duty.

17.6.2 The Director-General of the State Emergency Service may nominate SES volunteer staff members for attendance at courses of training or lectures when their attendance is not regarded as

essential. In these circumstances special leave may be granted for the time staff members are absent from duty.

17.6.3 A certificate of attendance is not necessary. The State Emergency Service will advise the Rural Fire Service whether attendance is required and any non-attendance will be reported to the Rural Fire Service.

#### 17.7 Other Courses with Volunteer Groups as Listed Above

17.7.1 The Commissioner may grant special leave to attend training courses for any other approved voluntary group as listed above.

### 18. Grievance and Dispute Resolution Procedures

- 18.1 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 Rural Fire Service, if required.
- 18.2 A staff member is required to notify in writing their immediate Supervisor (unless the grievance is with an immediate Supervisor in which case the notification may be made to the next level of management) as to the substance of the grievance, dispute or difficulty, requesting a meeting to discuss the matter, and if possible, state the remedy sought.
- 18.3 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 staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Commissioner or delegate.
- 18.4 The immediate Supervisor 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.
- 18.5 If the matter remains unresolved with the immediate Supervisor, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter.
- 18.6 The person at the next level of management shall respond within two (2) working days, or as soon as practicable.
- 18.7 The staff member may pursue this sequence of reference to successive levels of management until the matter is referred to the Commissioner.
- 18.8 The Commissioner may refer the matter to the DPE for consideration.
- 18.9 Either party may request a mutually agreed mediator to assist in the resolution of the matter.
- 18.10 If the matter remains unresolved, the Commissioner shall provide a written response to the staff member 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.
- 18.11 A staff member, at any stage, may request to be represented by their Association or agent.
- 18.12 The staff member or the Association or agent on their behalf or the Commissioner may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 18.13 The staff member, Association, Agent, Rural Fire Service and DPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.



- 18.14 Whilst the procedures outlined in subclauses 18.1 to 18.12 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.
- 18.15 In the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

### 19. Anti-Discrimination

- 19.1 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.
- 19.2 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.
- 19.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise a staff member because the staff member has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 19.4 Nothing in this clause is to be taken to affect:
- 19.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 19.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 19.4.3 any act or practice of a body established to propagate religion, which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 19.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 19.5 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.
- 19.5.1 Employers and employees may also be subject to Commonwealth Anti-Discrimination Legislation.
- 19.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

### 20. Area, Incidence and Duration

- 20.1 This award shall apply to officers, Departmental temporary employees and Casual employees as defined in the *Public Sector Employment and Management Act, 2002* employed in the NSW Rural Fire Service listed in Schedule 1, Part 1, to the *Public Sector Employment and Management Act, 2002*.
- 20.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996*, and rescinds and replaces the Crown Employees (Rural Fire Service Salaries and Conditions of Employment 2003) Award published 25 June 2004 (345 I.G. 5) and all variations thereof.

- 20.3 The changes made to the Award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect from 3 December 2009.
- 20.4 The award remains in force until varied or rescinded, the period for which it was made having already expired.

## PART B

### MONETARY RATES

#### 21. Schedule A- Salary Rates - RFS Officers

21.1 These rates are inclusive of Annual Leave Loading.

Classification and Grades	1.7.07	1.7.08	1.7.09	1.7.10
	Per annum \$	Per annum +4% \$	Per annum +4% \$	Per annum +4% \$
RFS Officer Level 1				
Year 1	27,421	28,518	29,659	30,845
Year 2	33,162	34,488	35,868	37,303
Year 3	35,743	37,173	38,660	40,206
Year 4	36,720	38,189	39,717	41,306
Year 5	38,272	39,803	41,395	43,051
Year 6	38,965	40,524	42,145	43,831
Year 7	39,931	41,528	43,189	44,917
Year 8	41,410	43,066	44,789	46,581
Year 9	42,909	44,625	46,410	48,266
Year 10	44,492	46,272	48,123	50,048
RFS Officer Level 2				
Year 1	46,945	48,823	50,776	52,807
Year 2	48,325	50,258	52,268	54,359
RFS Officer Level 3				
Year 1	49,672	51,659	53,725	55,874
Year 2	51,035	53,076	55,199	57,407
RFS Officer Level 4				
Year 1	52,482	54,581	56,764	59,035
Year 2	54,065	56,228	58,477	60,816
RFS Officer Level 5				
Year 1	55,753	57,983	60,302	62,714
Year 2	57,465	59,764	62,155	64,641
RFS Officer Level 6				
Year 1	61,952	64,430	67,007	69,687
Year 2	63,907	66,463	69,122	71,887
RFS Officer Level 7				
Year 1	66,411	69,067	71,830	74,703
Year 2	68,359	71,093	73,937	76,894
RFS Officer Level 8				
Year 1	70,407	73,223	76,152	79,198
Year 2	72,513	75,414	78,431	81,568
RFS Officer Level 9				
Year 1	75,534	78,555	81,697	84,965
Year 2	77,933	81,050	84,292	87,664
RFS Officer Level 10				
Year 1	80,257	83,467	86,806	90,278
Year 2	82,514	85,815	89,248	92,818

RFS Officer Level 11				
Year 1	85,883	89,318	92,891	96,607
Year 2	88,441	91,979	95,658	99,484
RFS Officer Level 12				
Year 1	92,824	96,537	100,398	104,414
Year 2	96,764	100,635	104,660	108,846
RFS Officer Level 13				
Year 1	102,823	106,936	111,213	115,662
Year 2	107,352	111,646	116,112	120,756
RFS Officer Level 14				
Year 1	120,120	124,925	129,922	135,119
Year 2	129,433	134,610	139,994	145,594
RFS Officer Level 15				
Year 1	131,621	136,886	142,361	148,055
Year 2	140,900	146,536	152,397	158,493
RFS Officer Level 16				
Year 1	145,616	151,441	157,499	163,799
Year 2	159,843	166,237	172,886	179,801

## 22. Schedule B - Salary Rates - RFS Officers (OCSC)

22.1 These rates are NOT inclusive of Annual Leave Loading.

Classification	Progression	1st pay period on or after 1 July 2007 \$	1st pay period on or after 1 July 2008 \$	1st pay period on or after 1 July 2009 \$	1st pay period on or after 1 July 2010 \$
RFS Officer Level A (OCSC Operator)	Year 1	30,656	31,882	33,157	34,483
	Year 2	32,723	34,032	35,393	36,809
	Year 3	35,266	36,677	38,144	39,670
	Year 4	36,229	37,678	39,185	40,752
	Year 5	37,762	39,272	40,843	42,477
	Year 6	38,448	39,986	41,585	43,248
	Year 7	39,400	40,976	42,615	44,320
	Year 8	40,857	42,491	44,191	45,959
	Year 9	42,338	44,032	45,793	47,625
	Year 10	43,903	45,659	47,485	49,384
RFS Officer Level B (OCSC Senior Operator)	Year 1	46,320	48,173	50,100	52,104
	Year 2	47,682	49,589	51,573	53,636
	Year 3	49,012	50,972	53,011	55,131
	Year 4	50,356	52,370	54,465	56,644

## 23. Schedule C - Allowances

Item No.	Clause No.	Allowances	Per Week 1.7.08 \$	Per Week 1.7.09 \$	Per Week 1.7.10 \$
1	13	After Hours Allowance	250.00	250.00	250.00
2	14	District Staff (Fleet) Allowances		7.12.09	*
		Body Maker	25.80	26.20	
		Motor Mechanic	25.80	26.20	
		Painter (vehicles)	6.20	6.30	
		Panel Beater	25.80	26.20	
		Fitter	25.80	26.20	

		1.7.08	1.7.09	1.7.10
	Automotive Electrician	15.60	16.20	16.80
	Electronic Technician	15.60	16.20	16.80
	Instrument Maker	15.60	16.20	16.80
	Radio Mechanic	15.60	16.20	16.80
	Telephone Mechanic	15.60	16.20	16.80
	Electronic Tradesperson	15.60	16.20	16.80
	Air Conditioning	15.60	16.20	16.80

\* The column for 2010 has been left blank because these rates are reviewed annually. The figures in the 2009 column will continue to apply until any future rates are published.

I. W. CAMBRIDGE, Commissioner

---

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1818 of 2009)

Before The Honourable Justice Kavanagh

27 November 2009

### **VARIATION**

1. Delete existing clause 2, Dictionary, of the award published 29 May 2009, (368 I.G. 73) and insert in lieu thereof the following:

#### **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 "Highly Accomplished Teacher" means a person or officer employed temporarily by the Department pursuant to the provisions of the Teaching Services Act, 1980 under the period of the National Partnerships on Improving Teacher Quality and Low Socio Economic Status School Communities.
- 2.29 "Home School Liaison Officer" means a person or teacher who has been temporarily appointed to the position of home school liaison officer.
- 2.30 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales, established by the Industrial Relations Act 1996.
- 2.31 "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.
- 2.32 "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.
- 2.33 "Parties" means the Department and the Federation.
- 2.34 "Period" means, in a high or central school, a 40 minute teaching period.
- 2.35 "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.
- 2.36 "Residential Agricultural High School" means a school classified as such by the Director-General.
- 2.37 "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.
- 2.38 "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.
- 2.39 "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.
- 2.40 "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.
- 2.41 "Service" means continuous service, unless otherwise specified in the award.

- 2.42 "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).
- 2.43 "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.
- 2.44 "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.
- 2.45 "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.
- 2.46 "Teacher in Training (Schools)" means a graduate recruited to train as a teacher through an alternate mode course.
- 2.47 "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:
- 2.47.1 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
- 2.47.2 students in: an early childhood intervention program (EC); hospital schools, Royal Far West School, Stewart House (W); and community care programs (CT).
- 2.48 "Teaching Service Act" means the Teaching Service Act 1980.
- 2.49 "TAFE" means the New South Wales Technical and Further Education Commission.
- 2.50 "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.
- 2.51 "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.
- 2.52 "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.
- 2.53 "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.
- 2.54 "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.
- 2.55 "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.



2. Delete Schedule 4 and insert in lieu thereof the following:

### 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) Grade 2 (PH2)	135,204 129,540	140,342 134,463	145,675 139,573
Central School Principal PC1 PC2 PC3 PC4	127,675 117,735 112,966 109,175	132,527 122,209 117,259 113,324	137,563 126,853 121,715 117,630
Primary School Principal PP1 PP2 PP3 PP4 PP5 PP6	126,438 116,595 111,870 108,119 105,703 90,532	131,243 121,026 116,121 112,228 109,720 93,972	136,230 125,625 120,534 116,493 113,889 97,543
Principal- Environmental Education Centre or Hospital School Grade 2 Principal - Environmental Education Centre or Hospital School Grade 1	105,703 90,532	109,720 93,972	113,889 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 Highly Accomplished Teacher 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

3. This variation shall take effect from 27 November 2009.

T. M. KAVANAGH *J*

---

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2340 of 2008)

Before The Honourable Justice Walton, Vice-President

12 August 2009

### **AWARD**

#### **1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Dictionary
3.	Salaries
4.	Deduction of Union Membership Fees
5.	Allowances
6.	Salary Progression and Maintenance
7.	Teacher Quality
8.	Salary Packaging
9.	Initial Appointments
10.	Teaching in More Than One Location
11.	Deferred Salary Scheme
12.	Compensation for Travel on Department Business
13.	Assessment and Reporting and Quality of Educational Outcomes
14.	Teacher Performance Management
15.	Teaching Hours for Years 11 and 12
16.	Allocation of Duties in High Schools
17.	Teaching Outside Normal School Hours
18.	Alternative Work Organisation
19.	Teachers Appointed to More than One School
20.	Qualifications, Recruitment and Training
21.	Calculation of Service
22.	Temporary Teachers
23.	Casual Teachers
24.	Relief in PP6 or Principal - Environmental Education Centre or Hospital School Grade
25.	Training and Development
26.	Multi-skilling
27.	Duties as Directed
28.	School Certificate Tests Supervision
29.	Other Part Time Rates of Pay
30.	Home School Liaison Officers and Aboriginal Student Liaison Officers - Special Conditions
31.	Teachers in Residential Agricultural High Schools - Special Conditions
32.	Dispute Resolution Procedures
33.	No Further Claims
34.	Anti-discrimination
35.	Occupational Health & Safety

- 36. Leave Reserved
- 37. Saturday School of Community Languages
- 38. Area, Incidence and Duration

#### SCHEDULES

- Schedule 1- Common Incremental Salary Scale
- Schedule 2 - Allowances
- Schedule 3 - Locality Allowances
- Schedule 4 - Salaries - Promotion Classifications in the Teaching Service
- Schedule 5 -Rates of Pay - Casual Teachers
- Schedule 6 -Other Part time Rates of Pay
- 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
- Schedule 10 - Saturday School of Community Languages

#### 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 "Saturday School of Community Languages" means a multi-location facility established by the Department to provide an avenue for students of a particular community language background to pursue the study of that language which cannot otherwise be studied in the student's regular school.
- 2.37 "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.
- 2.38 "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.
- 2.39 "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.
- 2.40 "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.
- 2.41 "Service" means continuous service, unless otherwise specified in the award.

- 2.42 "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).
- 2.43 "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.
- 2.44 "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.
- 2.45 "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.
- 2.46 "Teacher in Training (Schools)" means a graduate recruited to train as a teacher through an alternate mode course.
- 2.47 "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:
- 2.47.1 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
- 2.47.2 students in: an early childhood intervention program (EC); hospital schools, Royal Far West School, Stewart House (W); and community care programs (CT).
- 2.48 "Teaching Service Act" means the Teaching Service Act 1980.
- 2.49 "TAFE" means the New South Wales Technical and Further Education Commission.
- 2.50 "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.
- 2.51 "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.
- 2.52 "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.
- 2.53 "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.
- 2.54 "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.
- 2.55 "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 10 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 Related Employees) Salaries and Conditions Award published 29 May 2009 (368 I.G.73).
- 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:

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

### 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. Saturday School of Community Languages**

- 37.1 The conditions of employment and rates of pay for employees (that term is defined in clause 2.10 of Schedule 10) at the Saturday School of Community Languages as ministerial employees in the public sector are exclusively as provided for in Schedule 10 to this award.
- 37.2 Such employment under Schedule 10 of this award is separate from any employment addressed elsewhere in this award under the *Teaching Service Act 1980* or the *Public Sector Employment and Management Act 2002*.

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

- 38.1 This award covers all teachers and related employees of the Department, the classifications of which are set out in Schedules 1, 4, 5, 6 and 10. This award does not cover teachers and related employees of

TAFE, chief education officers (schools), institute managers, and teachers employed at the National Art School, the Adult Migrant English Service, TAFE Children's Centres and Bradfield College.

38.2 This award replaces the Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award published 29 May 2009 (368 I.G. 73) and rescinds and replaces the Crown Employees (Saturday School of Community Languages) Award 2006, published 27 March 2009 (367 I.G. 732).

38.3 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 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	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
	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 31 July 2009 (368 I.G. 884) as varied, or its successor, the teacher shall only receive the difference between that allowance and the married couple or dependent allowances under this schedule.

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

- 8.1 A Locality Allowance Committee shall be established for the purpose of -
- 8.1.1 investigating all matters in dispute and reporting and making recommendations thereon to the 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 Hargraves Millbank Pyramul Sofala Trunkey	Bonalbo  Chandler  Girilambone Jackadgery North Star Rankins Springs Spring Ridge Windeyer	Bribbaree  Dundurrabin  Glen Alice Jugiong Nymboida Rollands Plains Tabulam Yetman	Burruga  Elands  Glenreagh Mallan Old Bonalbo Rosewood Tambar Springs	Burren Junction Euabalong West Gwabegar 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 Lovesdale 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 Dorroughby 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 Stratford Uranquinty Wombat	Bald Blair Burringbar Collingullie Darlington Pt Gerogery Jennings Manildra Moteagle Nimmitabel Pacific Palms  Red Range Thalgarrah EEC Walla Walla Wongarbon	Barellan Channon, The Collombatti Rail Delungra Geurie Kentucky Marrar Mullion Creek Numeralla Pocket, The  Rock Central, The Timbumburi Wallabadah Woodford Dale	Barmedman Clergate Coolah Eltham Grong Grong Kootingal Merriwa Murrurundi Oaklands Pomona  Sandy Hollow Ulmarra Wallenbeen	Blandford Clunes Coramba Eungai Gum Flat Maimuru Milbrulong Neville Orara Upper Pottsville Beach Spring Hill 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 Cooperbrook 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) Grade 2 (PH2)	135,204 129,540	140,342 134,463	145,675 139,573
Central School Principals PC1 PC2 PC3 PC4	127,675 117,735 112,966 109,175	132,527 122,209 117,259 113,324	137,563 126,853 121,715 117,630
Primary School Principal PP1 PP2 PP3 PP4 PP5 PP6	126,438 116,595 111,870 108,119 105,703 90,532	131,243 121,026 116,121 112,228 109,720 93,972	136,230 125,625 120,534 116,493 113,889 97,543
Principal - Environmental Education Centre or Hospital School Grade 2 Principal - Environmental Education Centre or Hospital School Grade 1	105,703 90,532	109,720 93,972	113,889 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:

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

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 2009) Award published 31 July 2009 (368 I.G. 884) 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 follow schedule:

Home to Headquarters (One Way)	Add
Kilometres	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 above2700 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)	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.

- 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.

## **SCHEDULE 10**

### **Saturday School of Community Languages**

#### **1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Employment Jurisdiction
4.	Recruitment and Appointment

5. Allocation to Centres and Classes
6. Duties as Directed
7. Remuneration
8. Travel Expenses
9. Training and Development
10. Recognition of Service
11. Anti-Discrimination
12. Parental Leave and Other Entitlements
13. Dispute Resolution Procedures
14. No Further Claims
15. Good and Services Tax
16. Deduction of Union Membership Fees
17. Secure Employment
18. Occupational Health and Safety

Table 1 - Remuneration, Monetary Rates

## 2. Definitions

- 2.1 "Appointed Saturday School Community Language Teacher" means an employee who has been appointed to an ongoing position at Saturday School of Community Languages.
- 2.2 "Assistant Supervisor" means an employee who assists the Supervisor and who acts in his/her capacity during the absence of the Supervisor.
- 2.3 "Centre" means a location at which language teaching and learning is conducted by the Saturday School of Community Languages.
- 2.4 "Conditionally Approved Saturday School Community Language Teacher" means an employee who is responsible as part of a team for the educational instruction of students in a Centre of the Saturday School of Community Languages whose approval to teach is conditional upon completion of the Saturday School Language Intensive Methodology Course or equivalent educational requirements as determined by the Director-General.
- 2.5 "Casual Saturday School Community Language Teacher" means an employee who is not appointed to an ongoing position at the Saturday School of Community Languages.
- 2.6 "Curriculum Co-ordinator" means an employee who assists the Centre Supervisor and the Principal, Saturday School of Community Languages in curriculum implementation; development of curriculum resources and provision of advice on language teaching methodology.
- 2.7 "Department" means the Department of Education and Training.
- 2.8 "Director of Curriculum Support" means the officer appointed by the Director-General to be responsible for the operation of the Curriculum Directorate of the Department.
- 2.9 "Director-General" means the Director-General of Education and Training.
- 2.10 "Employee" means an Appointed Saturday School Community Language Teacher, a Casual Saturday School Community Language Teacher, Conditionally Approved Saturday School Community Language Teacher, Curriculum Co-ordinator, Assistant Supervisor or Supervisor engaged at the Saturday School of Community Languages pursuant to s.47 of the *Constitution Act 1902* (NSW).
- 2.11 "Federation" means the New South Wales Teachers Federation.
- 2.12 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the *Industrial Relations Act 1996*.
- 2.13 "Minister" means the Minister for Education and Training.

- 2.14 "Parties" means the Department and the Federation.
- 2.15 "Principal, Saturday School of Community Languages" means the officer appointed by the Director-General to be responsible for the operation of the Saturday School of Community Languages.
- 2.16 "Saturday School Community Language Teacher" means an employee responsible as part of a team for the educational instruction of students in a community language.
- 2.17 "Saturday School of Community Languages" means a multi-location facility established by the Department to provide an avenue for students of a particular community language background to pursue the study of that language which cannot otherwise be studied in the student's regular school.
- 2.18 "Supervisor" means an employee who co-ordinates a team of assistant supervisors, curriculum co-ordinators, teachers and clerical staff and is responsible for the educational and administrative leadership at an operating location of the Saturday School of Community Languages.

### **3. Employment Jurisdiction**

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

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

- 4.1 Employees covered by this schedule are engaged to teach in the Department's Saturday School of Community Languages.
- 4.2 Offers of appointment and continuing employment during periods of appointment shall be conditional on:
- 4.2.1 the Saturday School of Community Languages' ongoing need for the service provided; and
- 4.2.2 satisfactory performance of duties.
- 4.3 For appointed employees satisfactory performance of duties shall be appraised by annual review which may, where appropriate, and in paid time, be supported by:
- (i) conferences between the employee and principal or nominee;
- (ii) observations of educational programs;
- (iii) review of documentation such as lesson planning, lesson materials and student work plan, evaluations and reports.
- 4.4 In implementing the annual review the following shall be taken into account:
- (i) the level of experience of the employee (so that less experienced employees are given greater attention); and
- (ii) the particular circumstances of the centre.
- 4.5 The annual review shall be supported by way of a new teacher assessment and review schedule which will be negotiated by the parties.
- 4.6 Appointments shall be made on merit and shall be subject to the qualification requirements as specified in subclauses 4.7, 4.8 and 4.9 of this clause.
- 4.7 Persons appointed as Saturday School Community Language Teachers, Casual Saturday School Community Language Teachers, Conditionally Approved Saturday School Community Language Teachers, Curriculum Co-ordinators, Assistant Supervisors and Supervisors are required to possess

appropriate qualifications or experience as determined by the Director-General following consultation with the Teachers Federation.

- 4.8 Saturday School Community Language Teachers are required to possess either a teaching qualification or a language teaching methodology qualification (eg the Saturday School Language Intensive Methodology Course).
- 4.9 Conditionally Approved Saturday School Community Language Teachers are required to complete an appropriate languages methodology course as determined by the Director-General following consultation with the Teachers Federation, during their period of employment. Payment for participation in the course shall be in accordance with subclause 9.4 of clause 9, Training and Development.

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

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

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

- 6.1 The Director-General, his/her delegate, nominee or representative may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classifications covered by the award and provided that such duties are not designed to promote de-skilling.
- 6.2 The 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.
- 6.3 Any directions issued by the Director-General pursuant to subclauses 6.1 and 6.2 of this clause shall be consistent with the Director-General's responsibility to provide a safe and healthy working environment.

#### **7. Remuneration**

- 7.1 Rates of pay shall be paid in accordance with Table 1, Remuneration, Monetary Rates to this schedule. The rates of pay for employees are as set out in Table 1 - Remuneration, Monetary Rates, to this schedule.
- 7.2 Subject to clause 8, Travel Expenses, the above rates of pay are fully inclusive rates which incorporate remuneration for all terms and conditions of employment.
- 7.3 Supervisors, Assistant Supervisors and Curriculum Coordinators shall be paid no less than the Saturday sessional rates as prescribed in the said Table 1 for administrative, supervisory and curriculum coordination work undertaken at a Centre. Saturday sessional rates include payment for incidental work such as securing premises and resources, peak time administrative duties, irregular consultations with students, parents and staff, and the parent/teacher meetings and presentation days as set down in the Saturday School calendar.
- 7.4 Sessional work on a Saturday for Supervisors, Assistant Supervisors and Curriculum Co-ordinators shall be of four hours duration, unless otherwise determined by the Principal, Saturday School of Community Languages in consultation with the employee and with due notice and shall be remunerated at the sessional rates prescribed in Table 1, Monetary Rates.



- 7.5 Where a Supervisor, Assistant Supervisor or Curriculum Coordinator is required by the Principal, Saturday School of Community Languages to work at a Centre, hours additional to the four sessional hours specified in subclause 7.4 of this clause, including regular additional hours to meet the ongoing needs of particular Centres, remuneration for these hours shall be paid at the hourly rates prescribed in Table 1 for each additional hour that they are required to work. Periods of less than one hour shall be remunerated in intervals of 30 minutes or part thereof.
- 7.6 Saturday School Community Language Teachers and Conditionally Approved Saturday School Community Language Teachers shall be paid the hourly rates of pay prescribed in Table 1. The approved paid hours for these classifications of teachers shall be as follows:
- 7.6.1 Year 7 - 10 classes - 2.75 hours per week
- 7.6.2 Years 11 - 12 Continuers and Background Speakers course classes - 3.75 hours per week
- 7.6.3 Year 12 Extension course classes - an additional one hour per week.
- 7.7 For an Appointed Saturday School Community Language Teacher, Casual Saturday School Community Language Teacher or Conditionally Approved Saturday School Community Language Teacher to be entitled to payment for hours in addition to those prescribed in subclause 7.6 of this clause, prior approval to work the additional hours must be obtained from the Principal, Saturday School of Community Languages. Additional hours shall be remunerated at the hourly rates prescribed in Table 1. Periods of less than one hour shall be remunerated in intervals of 30 minutes or part thereof.
- 7.8 An Appointed Saturday School Community Language Teacher, Casual Saturday School Community Language Teacher and Conditionally Approved Saturday School Community Language Teachers approved paid hours as prescribed in subclause 7.6 include 0.5 hours preparation time and 0.25 hours playground duty.
- 7.9 During the 0.5 hours preparation time Appointed Saturday School Community Language Teachers, Casual Saturday School Community Language Teachers and Conditionally Approved Saturday School Community Language Teachers may be required to be present at their Centres, if considered necessary by the Supervisor, for consultation with staff, students and/or parents.
- 7.10 Salary packaging
- 7.10.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed for the employee's classification by Table 1 and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.
- 7.10.2 An employee may, by agreement with the employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.
- Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.
- 7.10.3 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and employer, will be provided in a separate written agreement, in accordance with the Department's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.
- 7.10.4 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:
- 7.10.4.1 any fringe benefits tax liability arising from a salary packaging arrangement; and

7.10.4.2 any administrative fees.

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

7.10.5.1 Superannuation Guarantee Contributions;

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

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

### **8. Travel Expenses**

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

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

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

9.1 The Department confirms its commitment to training and development for employees and shall provide appropriate training and development opportunities to meet this commitment within the context of the needs and priorities of the Saturday School of Community Languages. The Department has an expectation that employees shall attend appropriate staff development and curriculum co-ordination activities. The appropriateness of the activities shall be determined by the Principal, Saturday School of Community Languages in consultation with Supervisors.

9.2 Employees recognise the importance of maintaining and updating their skills for the benefit of the students of the Saturday School of Community Languages.

9.3 Approved attendance at training and development courses and staff development and curriculum co-ordination activities shall be remunerated as additional hours in accordance with subclauses 7.5 or 7.7 of clause 7, Remuneration.

9.4 Conditionally Approved Saturday School Community Language Teachers shall have the opportunity to undertake an appropriate language methodology course as determined by the Director-General following consultation with the Federation. Any time spent on workshop components of such a course up to a maximum of fifty-five hours shall be paid. Time spent on any workshop components of an appropriate language methodology course as determined by the Director-General shall be paid at the hourly rate prescribed for Conditionally Approved Saturday School Community Language Teachers as set out in Table 1 - Monetary Rates. Such payment shall be made for each workshop attended. Payment shall be made at the conclusion of the course.

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

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

10.2 Employees holding a Departmental approval to teach in regular government schools in NSW but not otherwise permanently employed by the Department shall have service at the Saturday School of

Community Languages from 4 August 1995 recognised for the purposes of incremental progression on permanent appointment to the Department.

### 11. Anti-Discrimination

- 11.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 11.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It shall be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 11.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 11.4 Nothing in this clause is to be taken to affect:
- 11.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
  - 11.4.2 offering or providing junior rates of pay to persons under 21 years of age;
  - 11.4.3 any act of practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1997*;
  - 11.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 11.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

### 12. Parental Leave and Other Entitlements

- 12.1 Employees will be entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54 Entitlement to Unpaid Parental leave, *Industrial Relations Act 1996*, if they meet the definition of a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- 12.1.1 The Director-General must not fail to re-engage an employee who meets the definition of a regular casual employee because:
- (i) the employee or employee's spouse is pregnant; or
  - (ii) the employee is or has been immediately absent on parental leave.

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

#### 12.2 Personal Carers Entitlements

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

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

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

12.2.4 The employee shall, if required,

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

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

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

### 12.3 Bereavement entitlements

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

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

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

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

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

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

12.4.2 the person concerned being:

- (i) a spouse of the employee; or
- (ii) a de facto spouse, being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; or

- (iii) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or of the de facto spouse of the employee; or
- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household where, for the purposes of this definition:

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

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

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

### 13. Dispute Resolution Procedures

- 13.1 Subject to the provisions of the *Industrial Relations Act* 1996, should any dispute, question or difficulty about an industrial matter arise then the following procedures shall apply:
- 13.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the employee and/or the Federation's workplace representative shall raise the matter with the appropriate Principal or Supervisor as soon as practicable.
  - 13.1.2 The Principal or Supervisor shall discuss the matter with the employee and/or the Federation's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
  - 13.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and/or the Federation may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.
- 13.2 Where the above procedures in subparagraph 13.1 do not lead to a resolution of the dispute, the matter shall be referred to the Deputy 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 negotiating an agreed method and time frame for proceeding.
- 13.3 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

### 14. No Further Claims

- 14.1 Except as provided by the *Industrial Relations Act* 1996, there shall be no further salaries or conditions claims by the parties prior to 31 December 2011 in relation to matters expressly contained in this schedule.

### 15. Goods and Services Tax

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

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

- 16.1 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.
- 16.2 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.
- 16.3 Subject 16.1 and 16.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 16.4 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.
- 16.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 16.6 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.

### **17. Secure Employment**

- 17.1 A Casual Saturday School Community Language Teacher engaged on a regular and systematic basis during two consecutive terms (equivalent to 20 Saturdays) in a calendar year shall thereafter have the right to elect to have his or her ongoing contract of employment converted to Appointed Saturday School Community Language Teacher status if the position is to continue beyond the conversion process prescribed by this clause. Casual engagements which do not give a teacher the right to elect because that would contravene paragraph 17.4 will be identified on engagement.
- 17.2 The Department shall give the Casual Saturday School Community Language Teacher notice in writing of the provisions of this clause within four weeks of the Casual Saturday School Community Language Teacher having attained such period of two consecutive school terms. However, the Casual Saturday School Community Language Teacher retains his or her right of election under this clause if the Department fails to comply with this notice requirement.
- 17.3 Any Casual Saturday School Community Language Teacher who has a right to elect under subclause 17.1, upon receiving notice under subclause 17.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Department that he or she seeks to elect to be converted to Appointed Saturday School Community Language Teacher status and within four weeks of receiving such notice from the Casual Saturday School Community Language Teacher, the Department shall consent to or refuse the election, but shall not unreasonably so refuse.
- 17.4 When deciding whether to consent or refuse an election made in accordance with paragraph 17.3, the Department will not consent to conversion if conversion would result in the Casual Saturday School Community Language Teacher being appointed to a position which is already occupied by an Appointed Saturday School Community Language Teacher who is on leave or otherwise absent.
- 17.5 Where the Department refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the Casual Saturday School Community Language Teacher concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

- 17.6 Any Casual Saturday School Community Language Teacher who does not, within four weeks of receiving written notice from the Department, elect to convert his or her ongoing contract of employment will be deemed to have elected against any such appointment.
- 17.7 If there is any dispute about the arrangements to apply to a Casual Saturday School Community Language Teacher electing to be appointed, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 17.8 A Casual Saturday School Community Language Teacher must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause.
- 17.9 This clause will take effect for appointments commencing in 2007.

### **18. Occupational Health and Safety**

- 18.1 For the purposes of this clause, the following definitions shall apply:
- 18.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer
- 18.1.2 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.
- 18.2 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):
- 18.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 18.2.2 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.
- 18.2.3 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
- 18.2.4 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.
- 18.3 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*.

**Schedule 10, Table 1 - Remuneration, Monetary Rates****Saturday School of Community Languages**

Classification	Saturday Sessional rate from the first pay period to commence on or after 1.1.2009	Saturday Sessional rate from the first pay period to commence on or after 1.1.2010	Saturday Sessional rate from the first pay period to commence on or after 1.1.2011
Increase	4.4%	3.8%	3.8%
Supervisor	600.78	623.61	647.31
Assistant Supervisor	476.06	494.15	512.93
Curriculum Co-ordinator	476.06	494.15	512.93

Classification	Hourly rate from the first pay period to commence on or after 1.1.2009	Hourly rate from the first pay period to commence on or after 1.1.2010	Hourly rate from the first pay period to commence on or after 1.1.2011
Increase	4.4%	3.8%	3.8%
Supervisor	100.13	103.93	107.88
Assistant Supervisor	79.34	82.35	85.48
Curriculum Co-ordinator	79.34	82.35	85.48
Teacher	65.19	67.67	70.24
Conditionally Approved Teacher	60.65	62.95	65.34

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

---

Printed by the authority of the Industrial Registrar.



**DAIRYING INDUSTRY EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1998 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete subclause (f) of clause 3, Wages, of the award published 4 May 2001 (324 I.G. 474), and insert in lieu thereof the following:
  - (f) State Wage Case adjustment- The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete subparagraphs (a) and (b) of paragraph (e) of subclause (g) Wages of clause 27, Training Wage, and insert in lieu thereof the following:

Wage Rates for Certificate IV Traineeships

- (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A,B, or C as applicable with the addition of 3.8 per cent of that wage rate.
- (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

First Year of Traineeship	Second Year of Traineeship
\$	\$
538.00	558.00

3. Delete Table 4 - Training Wage Rates, of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 4 - Training Wage Rates - Industry/Skill Level C**

- (a) The following Traineeships shall be paid in accordance with Table 4 below:

Rural Skills (Dairy Production) Certificate II

Rural Skills (Dairy Production) Certificate III

Rural Skills (Milk Harvesting) Certificate II

Rural Skills (Milk Harvesting) Certificate III

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	253.00	279.00	321.00
Plus 1 year out of school	279.00	321.00	362.00
Plus 2 years	321.00	362.00	403.00
Plus 3 years	362.00	403.00	451.00

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

Notation: - The parties to this award have agreed that the above rates shall be adjusted from time to time by the quantum of the increases awarded to Industry/Skill Level C rates in the National Training Wage Award 2000, as varied, or any successor industrial instrument.

- (b) See subparagraph (e) of subclause (g) of clause 27 Training Wage for trainees undertaking the following AQF IV traineeships: -

Rural Skills (Dairy Production) Certificate IV

Rural Skills (Milk Harvesting) Certificate IV

4. This variation shall take effect from the first full pay period to commence on or after 31 December 2010.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

**DENTAL ASSISTANTS AND SECRETARIES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 1936 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete subclause (ii) of clause 1, Wages and Classifications, of the award published 27 February 2004 (343 I.G. 434), and insert in lieu thereof the following:
  - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (a) any equivalent overaward payments, and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

- (i) Adults:

Level	Current Rate Per Week	State Wage Case 2009 Per Week %	Wage Rate as from 21.7.2010 Per Week
1	586.15	2.8	602.56
2	607.90	2.8	624.92
3	642.95	2.8	660.95
4	686.30	2.8	705.52
5	749.30	2.8	770.28

- (ii) Juniors:

Age			
At 16 years of age	282.90	2.8	290.82
At 17 years of age	309.35	2.8	318.01
At 18 years of age	382.30	2.8	393.00
At 19 years of age	436.95	2.8	449.18
At 20 years of age	515.85	2.8	530.29

**Table 2 - Allowances**

Item No	Clause No	Brief Description	Amount from 21.7.2010 \$
1	3(ii)	Saturday Ordinary Time	14.34
2	4(iv)	Meal money	12.75
3	17	Clothing allowance	8.05
4	23	First - Aid	9.97

3. This variation shall take effect from the first full pay period to commence on or after 21 July 2010.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

## DRAUGHTING EMPLOYEES, PLANNERS, TECHNICAL EMPLOYEES, &c. (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 1901 of 2009)

Before Commissioner Bishop

23 December 2009

### VARIATION

1. Delete paragraph (c) Schedule of Rates of Pay, and paragraph (e) State Wage Case Adjustments, of clause 5.1 Classifications and Rates of Pay of the award published 9 May 2008 (365 I.G. 1457) and insert in lieu thereof the following:

#### 5.1 Classifications and Rates of Pay

##### (c) Schedule of Rates of Pay

Wage Group	Base Rate Per Week \$	Supplementary Payment Per Week \$	SWC Adjustments	Weekly Award Rate \$	Hourly Rate \$
Level C14	284.80	40.60	242.80	568.20	14.95
Level C13	299.50	42.60	236.40	578.50	15.22
Level C12	319.20	45.40	237.90	602.50	15.86
Level C11	337.40	48.10	239.40	624.90	16.44
Level C10	365.20	52.00	243.70	660.90	17.39
Level C9	383.50	54.60	245.20	683.30	17.98
Level C8	401.70	57.20	246.60	705.50	18.57
Level C7	420.00	59.80	246.00	725.80	19.10
Level C6	456.50	65.00	248.80	770.30	20.27
Level C5	474.80	67.60	250.30	792.70	20.86
Level C4	493.00	70.20	251.70	814.90	21.44
Level C3	529.50	75.40	254.60	859.50	22.62
Level C2(a)	547.80	78.00	256.00	881.80	23.21
Level C2(b)	584.30	83.20	254.60	922.10	24.27
Level C1(a)	657.40	93.60	260.30	1011.30	26.61
Level C1(b)	766.90	109.20	269.00	1145.10	30.13

##### (e) State Wage Case Adjustments

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

- (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 5.3.1 of clause 5.3, Apprentice Rates of Pay, and insert in lieu thereof the following:

5.3.1

Column 1	Column 2	Column 3	Column 4
4 year terms apprenticeship	Percentage of C10 Weekly Rate	Total Rate per week \$	Hourly Rate \$
First Year	42	277.60	7.31
Second Year	55	363.50	9.57
Third Year	75	495.70	13.04
Fourth Year	88	581.60	15.31

3. Delete clause 5.4, Junior Tracer Rates of Pay, and insert in lieu thereof the following:

**5.4. Junior Tracer Rates of Pay**

- 5.4.1 The minimum weekly wage rates for Junior Tracers shall be:

Column 1	Column 2	Column 3
Year of Age	Percentage of C12 Weekly Rate %	Total Rate per week \$
16 years of age and under	54	325.35
At 17 years of age	59	355.45
At 18 years of age	67	403.70
At 19 years of age	76	457.90
At 20 years of age	83	500.10

4. Delete the first paragraph appearing in subclause 5.7.2, Application of Technical Computing Allowance, of the said clause 5.7 and insert in lieu thereof the following:

An allowance of \$33.87 a week shall be paid to any employee who is required to use technical computing equipment (as defined) to perform work of a complex nature. Work of a complex nature includes:

5. Delete subclause 5.7.3, Checking Work Allowance, of the said clause 5.7 and insert in lieu thereof the following:

5.7.3 Checking Work Allowance

A draughting employee employed for the greater part of his/her time in checking the work of other draughting employees shall be paid \$22.31 per week in addition to the rate to which he/she otherwise is entitled under this award.

6. Delete subclause 6.5.11, Meal Allowance of clause 6.5, Overtime and insert in lieu thereof the following:

6.5.11 Meal Allowance

An employee required to work beyond two hours after the usual finishing time of work shall be paid a meal allowance of \$11.42 for the first and each subsequent meal, or be provided with an adequate meal where the employer has his/her own cooking and dining facilities.

7. This variation shall take effect from the beginning of the first pay period on or after 23 December 2009.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

**FARRIERS (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete subclause (b) of clause 4, Rates of Pay, of the award published 21 September 2001 (327 I.G. 1019), and insert in lieu thereof the following:
  - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2008, and 2009. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Schedule 1, Monetary Rates and Allowances, and insert in lieu thereof the following:

**SCHEDULE 1****MONETARY RATES AND ALLOWANCES****SWC 2008**

Rates of Pay applicable from the first full pay period on or after 23 December 2009.

**Table A - Clause 4 - Rates of Pay 2008**

Journeyman	\$627.30
------------	----------

**Table B - Clause 5 - Tool Allowance**

Classification	Allowance
Tradesman	\$13.49
1st year Apprentice	\$4.45
2nd year Apprentice	\$5.88
3rd year Apprentice	\$7.90
4th year Apprentice	\$9.47

**Table C - Clause 6 - Apprenticeship Wages**

Classification	Allowance
1st year Apprentice	\$263.47
2nd year Apprentice	\$344.41
3rd year Apprentice	\$501.23
4th year Apprentice	\$575.26



**Table D - Clause 8 - Racecourse Work**

Per Day	Weekday	Sunday or Public Holiday
Full-time	\$19.99	\$69.15
Apprentice up to 4 years experience	\$2.30	\$15.10
Apprentice 4 years and over	\$2.98	\$22.60

**SWC 2009**

Rates of Pay applicable from the first full pay period on or after 23 December 2010.

**Table A - Clause 4 - Rates of Pay 2009**

Journeyman	\$644.90
------------	----------

**Table B - Clause 5 - Tool Allowance**

Classification	Allowance
Tradesman	\$13.87
1st year Apprentice	\$4.57
2nd year Apprentice	\$6.04
3rd year Apprentice	\$8.12
4th year Apprentice	\$9.74

**Table C - Clause 6 - Apprenticeship Wages**

Classification	Allowance
1st year Apprentice	\$270.85
2nd year Apprentice	\$354.05
3rd year Apprentice	\$515.26
4th year Apprentice	\$591.37

**Table D - Clause 8 - Racecourse Work**

Per Day	Weekday	Sunday or Public Holiday
Full-time	\$20.55	\$71.10
Apprentice up to 4 years experience	\$2.36	\$15.50
Apprentice 4 years and over	\$3.06	\$23.25

3. This variation shall take effect from the first pay period commencing on or after 23 December 2009.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

## FOOD PRESERVERS (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 1903 of 2009)

Before Commissioner Bishop

23 December 2009

### VARIATION

1. Delete clause 15, State Wage Case Adjustments, of the award published 30 May 2008 (365 I.G. 1726), and insert in lieu thereof the following:

#### 15. State Wage Case Adjustments

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

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

### PART B

#### MONETARY RATES

**Table 1 - Wages**

Adult Classification	Former Rate of Pay \$	SWC June 2009 %	Weekly Rate of Pay \$
Group 1	576.05	2.8	592.20
Group 2	571.05	2.8	587.05
Group 3	567.30	2.8	583.20
Group 4	563.45	2.8	579.25
Group 5	559.10	2.8	574.75
Group 6	556.40	2.8	572.00
Forklift with lifting capacity up to and including 4.5 tonnes	576.05	2.8	592.20
Lifting capacity over 4.5 tonnes	582.60	2.8	598.90

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	4.2	Number of employees - less than 3 employees	13.34 per week
		3 to 10 employees	20.62 per week
		11 to 20 employees	31.63 per week
		21 or more employees	44.98 per week
2	7.2	Wet Places	0.71 per hour extra

3	7.3	Dirty Work	1.08 per hour extra (1.93 minimum)
4	7.4	Heavy Weights	0.50 per hour or part thereof
5.	7.5	Carton Stacking	0.41 extra per hour or part thereof
6	7.6.1	Cold Temperatures (between minus 1° and minus 7° Celsius)	0.71 per hour
7	7.6.2	Cold Temperatures (between minus 8° and minus 18° Celsius)	1.08 per hour
8	7.6.3	Cold Temperatures (below minus 18° Celsius)	1.76 per hour
9.	7.8.2	Pea-vining	7.05 per week
10.	7.10	Fumigation Gas	9.00
11.	13.7.1	Meal Allowance	17.15
12.	14.2	First-aid	3.39 extra per day

3. This variation shall take effect from the first full pay period to commence on or after 23 December 2009.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

## FOOTWEAR MANUFACTURING INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C7357 published 25 December 2009

(369 I.G. 1093)

(No. IRC 1973 of 2009)

### CORRECTION

For the amount of "406.70" appearing against the classification "2nd year, 2nd six months", in the table titled "**Apprentice Rates of Pay - 4 Year Term - Clause 12**" substitute the amount of "406.20".

G. M. GRIMSON *Industrial Registrar.*

---

Printed by the authority of the Industrial Registrar.

**FUNERAL INDUSTRIES (STATE) REVIEWED AWARD 2008**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Funeral and Allied Industries Union of New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 2053 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete subclause (i), of clause 5, Wages, of Part I Funeral Directors of the award published 27 February 2009 (367 I.G. 359), and insert in lieu thereof the following:

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

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

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

2. Delete subclause (vi), of clause 10, Wages, of Part II Casket and/or Manufacturing, and insert in lieu thereof the following:

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

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

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

**PART B****MONETARY RATES**

**Table 1 - Wages**

**PART 1 - FUNERAL DIRECTORS**

Classification	New Base Rate as at 2009 SWC \$	New Hourly Rate as at 2009 SWC
Resident Manager	733.30	19.30
Embalmer	722.70	19.02
Resident Arranging Officer	709.00	18.66
Relieving Manager	709.00	18.66

Non Resident & Duty Officer	709.00	18.66
Arranging Officer	706.20	18.58
Conductor	709.00	18.66
Shop Person	696.30	18.32
Trainee Embalmer 1st	696.30	18.32
Trainee Embalmer 2nd	705.30	18.56
Trainee Embalmer 3rd	714.10	18.79
Qualified Embalmer	722.70	19.02

**PART II - CASKET MANUFACTURING**

Classification	New Base Rate as at 2009 SWC \$	New Hourly Rate as at 2009 SWC
Labourer	605.00	15.92
Process Worker	657.30	17.30
Grade 1	683.70	17.99
Grade 2	696.30	18.32

Junior Employees	Percentage of Grade II
17 Years and under	40%
18 Years of age	48%
19 Years of age	60%
20 Years of age	72%

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount as at 2009 SWC \$
1	5 (iv)	Living-away Allowance - Relieving Manager	84.94 p.w.
2	5 (v)(a)	Cleaning (outside normal hours) - Resident Manager	13.62 p.h.
3	6 (vi)	Stand by Monday to Friday	12.19 p.d.
	6 (vi)	Stand by Saturday/Sunday	23.50 p.d.
	6 (vi)	Ready for after hours work	43.92 p.d.
13	8(vi)(a)	Exhumation -14 days or less	65.89
14	8(vi)(b)	Exhumation - (embalmed) 14 days to 7 years	78.95
15	8(vi)(c)	Exhumation - (not embalmed) 14 days to 7 years	131.52
16	8(vi)(d)	Exhumation - in excess of 7 years	65.89
20	13	Tool Allowance	4.88 p.w.
21	15(v)	Meal at other than usual place (without notification)	11.76
22	15(viii)	Meal Allowance	11.76
23	15(ix)	Meal Allowance - Saturdays, Sundays, Holidays	11.76
24	21(i)	Long Service Bonus - 5 and under 10 years	8.02 p.w.
25	21(i)	Long Service Bonus - 10 and under 15 years	15.35 p.w.
26	21(i)	Long Service Bonus -15 and under 20 years	20.64 p.w.
27	21 (i)	Long Service Bonus - 20 years and over	33.22
28	26(ix)	Clothing Allowance - casuals	2.41 per half day or part thereof

4. This variation shall take effect from the beginning of the first pay period to commence on or after 3 October 2010.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

## HEALTH, FITNESS AND INDOOR SPORTS CENTRES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1998 of 2009)

Before Commissioner Bishop

23 December 2009

### VARIATION

1. Delete paragraph (d) of subclause (vi) Wages, of clause 28, Traineeships of the award published 4 May 2001 (324. I.G. 497) and insert in lieu thereof the following:
  - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
  
2. Delete subparagraph (ii) of paragraph (g) of subclause (vi) Wages of the said clause 28, and insert in lieu thereof the following:
  - (ii) Wage Rates for Certificate IV Traineeships
    - (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A,B, or C as applicable with the addition of 3.8 per cent of that wage rate.
    - (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

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



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

### PART C

#### MONETARY RATES

**Table 1 - Weekly Rates - Industry/Skill Level A**

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

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

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

**Table 2 - Weekly Rates - Industry/Skill Level B**

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

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

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

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

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	253.00	279.00	321.00
Plus 1 year out of school	279.00	321.00	362.00
Plus 2 years	321.00	362.00	403.00
Plus 3 years	362.00	403.00	451.00
Plus 4 years	403.00	451.00	451.00
Plus 5 years or more	451.00	451.00	451.00

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

**Table 4 - School-Based Traineeships**

	Year of Schooling	
	Year 11 \$	Year12 \$
School based Traineeships Skill Levels A, B and C	253.00	279.00

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

4. This variation shall take effect from the first full pay period to commence on or after 31 December 2010.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

## ICE CREAM CARTERS AND VAN SALESPERSONS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

### VARIATION

1. Delete clause 31, Arbitrated Safety Net Adjustments, of the award published 8 December 2000 (320 I.G. 1114) and insert in lieu thereof the following:

#### 31. Arbitrated Safety Net Adjustments

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

- 31.1 any equivalent over award payments, and/or
  - 31.2 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	Former Weekly Rate \$	SWC 2009 %	New Weekly Rate \$
Van Salesperson on rounds	626.80	2.8	644.40
Motor Wagon Driver	621.50	2.8	638.90
Checker/Loader	592.90	2.8	609.50
Checker	592.00	2.8	608.60
General Hand	572.30	2.8	588.30
Junior Assistants			
Under 17 years of age	229.20	2.8	235.60
At 17 years of age	281.15	2.8	289.00
At 18 years of age	343.43	2.8	353.10
At 19 years of age	397.40	2.8	408.50
At 20 years of age	491.93	2.8	505.70

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Former Amount \$	New Amount \$
1	9.1.2 (1)	Semi-trailer with single axle	33.25	34.20
	9.1.2 (2)	Semi-trailer with two axle	42.29	43.50
	9.1.2 (3)	Semi-trailer with more than two axles	49.86	51.30
2	9.3.1	Junior employee- required to drive vehicle from time to time with Class 1 driving licence	33.10	34.00
3	10.4	Meal Allowance	11.99	12.59
4	11.1	Morning shift	9.97	10.25
		Afternoon shift	13.06	13.43
		Night shift	16.47	16.93
		Permanent afternoon shift or permanent night shift	4.38	4.50
5	29.1	Laundry Allowance	6.60	6.80

3. This variation shall operate from the first pay period commencing on or after 30 December 2009.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

**ICE CREAM COLD STORAGE (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete subclause (v) in Grade 5 of clause 4 Wage Rates, of the award published 7 September 2001 (327 I.G. 507) and insert in lieu of the following:
  - (v) The rates of pay in this award include the adjustments payable under the 2008 and 2009 State Wage Case Decisions. These adjustments may be offset against:
    - (i) any equivalent over award payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Grade	Column A SWC 2008 23 December 2009 Weekly Rate \$	Column B SWC 2009 23 December 2010 Weekly Rate \$
Grade 1 Trainee	592.10	608.70
Grade 2 - General hand, order picker, packer / forklift driver	603.80	620.70
Grade 3 Turret truck/ crane driver	618.20	635.50
Grade 4 Leading hand	633.20	650.90
Grade 5 Senior Leading hand	634.60	652.40

**Table 2 - Other Rates and Allowances**

Item No	Clause No	Brief Description	Column A SWC 2008 Applicable 23 December 2009 Weekly Rate \$	Column B SWC 2009 Applicable 23 December 2010 Weekly Rate \$
1	3(iii) (d)	Afternoon shift	16.55 per shift	17.01 per shift
2	5 (11)	Working in freezing room with a temperature Between 0° and minus 18°C	1.24 per/ hour	1.27 per/hour
3		Between minus 19°C and minus 25°C	1.34 per/hour	1.38 per/hour
4		Below minus 25°C	1.90 per/hour	1.95 per/hour
5	8 (vi)	Meal allowance	6.40	6.60

3. The variation to the rates prescribed in Part B Monetary Rates, Table 1 - Wage Rates and Table 2 - Other Rates and Allowances shall take effect from the first full pay period on or after the dates as set out in Columns A and B.
4. This variation shall take effect from 23 December 2009.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

**JEWELLERS AND WATCHMAKERS, &c. (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete subclause 7.7, of clause 7, Wages, of the award published 1 March 2002 (331 I.G. 1023) and insert in lieu thereof the following:
  - 7.7 The rates of pay in this Award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (a) any equivalent overaward payments, and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments."
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

- (a) Adult Employees - All adult employees of a classification specified herein in any of the industries or sections thereof to which this award applies will, except as otherwise specified, be paid the total wage as contained in Column C:

Classification	Column A Classification Level \$	Column B Safety Net Adjustment \$	Column C Total Wage Per Week \$	Column D Hourly Award Rate \$
Process Worker	417.10	149.70	566.80	14.92
Watch/Clockmaker Tradesperson	492.20	154.90	647.10	17.03
Jeweller Tradesperson	492.20	154.90	647.10	17.03
Watch/Clockmaker Tradesperson, Special Class	533.90	156.70	690.60	18.17
Jeweller Tradesperson Special Class	533.90	156.70	690.60	18.17

## (b) Unapprenticed Juniors:

Classification	Column A Percentage of Process Workers Minimum Classification Level %	Column B Total Wage Per week \$
Under 16 years of age	36.8	208.60
At 16 years of age	47.3	268.10
At 17 years of age	57.8	327.60
At 18 years of age	68.3	387.10
At 19 years of age	82.5	467.60
At 20 years of age	97.7	553.75

## (c) Apprentices:

Classification	Column A Percentage of Tradesperson Award Rate Level %	Column B Total Wage Per Week \$	Hourly Award Rate \$
First year	42.0	271.80	7.15
Second year	55.0	355.90	9.37
Third year	75.0	485.30	12.77
Fourth year	88.0	569.45	14.99

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	7.3	Leading Hand in charge of - 3 to 10 employees 11 to 20 employees Over 20 employees	28.25 per week 42.60 per week 54.05 per week
2	7.4	Tool Allowances - Tradesperson 4th year apprentice 3rd year apprentice 2nd year apprentice 1st year apprentice	13.85 per week 12.20 per week 10.25 per week 7.55 per week 5.75 per week
3	9.3	Casual Saturday penalties: (i) Up to and including a four-hour engagement - Adult males and females Junior employees (ii) More than a four-hour engagement - Adult males and females Junior employees	5.90 per engagement 4.25 per engagement  12.00 per engagement 7.00 per engagement
4	11.1	Meal Allowance	8.55 per occasion
5	12.1	Bicycle Allowance	10.55 per week
		Motorcycle Allowance	33.30 per week
6	12.2	Car Allowance - Up to and including 2,000cc Over 2,000cc Allowance per kilometre travelled by car	111.40 per week 132.50 per week 0.34 per km
7	12.2	Occasional use - Up to and including 2,000cc Over 2,000cc	0.50 per km 0.55 per km



3. This variation shall take effect from the beginning of the first pay period to commence on or after 23 December 2009.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

## LANDCOM AWARD 2008

### INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 600 and 606 of 2008)

Before The Honourable Justice Schmidt

5 September 2008

### AWARD

#### 1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Area, Incidence and Duration
4.	Parties and Coverage
5.	Definitions
6.	Local Arrangements
7.	Dispute resolution
8.	Consultation
9.	Salaries
10.	Classifications
11.	Salary Increases
12.	Hours of work
13.	Agreed Absences
14.	Standard Hours
15.	Part Time Staff Members
16.	Filling Positions
17.	Casual Employment
18.	Recruitment and Selection
19.	Job Evaluation
20.	Salary Sacrifice and Packaging
21.	Payment of Expenses
22.	Higher Duties Allowance
23.	Allowances - General
24.	Excess Travelling Time
25.	Meal Allowances
26.	Use of Private Motor Vehicles
27.	Overseas travel
28.	First Aid Allowance
29.	Weekend and Public Holiday Allowance
30.	Uniforms, Protective Clothing and their Maintenance
31.	Compensation for Damage to or Loss of Private Property
32.	Overtime
33.	Rates for payment of Overtime
34.	Rest Periods
35.	Meal Breaks
36.	Compensation for directed overtime
37.	Provision of Transport
38.	Leave

39. Annual Leave
  40. Sick Leave
  41. Sick Leave - Workers' Compensation
  42. Sick Leave - other than Workers' Compensation
  43. Sick Leave - Requirements for Medical Certificate
  44. Sick leave to Care for a Family Member
  45. Maternity Leave
  46. Parental Leave
  47. Adoption Leave
  48. Family and Community Service Leave
  49. Observance of Essential Religious or Cultural Obligations
  50. Long Service Leave
  51. Leave Without Pay
  52. Military Leave
  53. Special Leave
  54. Staff Development, Training Activities and Study Assistance
  55. Exchanges
  56. Relocation Package
  57. Termination of Employment
  58. Working from Home
  59. Private Employment
  60. Management of Displaced Staff Members
  61. Child Care Arrangements
  62. Performance Management
  63. Unsatisfactory Performance or Misconduct
  64. Anti-Discrimination
  65. Association Activities
  66. Access to Facilities
  67. Right of Entry
  68. Industrial Action
  69. Technological Change
  70. Association Deductions
  71. Public Holidays
  72. Community Language Allowance
  73. No Extra Claims
  74. Flexible Work Practices
  75. Secure Employment
  76. Occupational Health and Safety
  77. Monetary Rates Table
- Appendix A  
Appendix B Salary Schedule

## 2. Title

This award shall be known as the Landcom Award 2008.

## 3. Area, Incidence and Duration

- (1) This award shall apply to all staff members employed by Landcom in accordance with the Act and replaces in full the following:
  - (a) Crown Employees (Public Service Conditions of Employment 2006) Award,
  - (b) Crown Employees (Public Sector Salaries 2007) Award
  - (c) Crown Employees (Planning Officers) Award 2008

- (d) Crown Employees (Senior Officers 2007) Award
  - (e) Landcom (Conditions of Employment 2004) Award
  - (f) Landcom (Salaries 2004) Award
  - (g) Any other award, agreement or determination that affected Landcom as a Division of the Department Planning within the NSW Public Service.
- (2) Where there may be inconsistencies between this award and conditions of employment affecting staff of Landcom in previous, or other otherwise applicable, awards or agreements, the arrangements in this award shall prevail.
  - (3) This award shall take effect from the date of making the award and shall remain in force until 30 June 2010.
  - (4) This award complies with Section 19 of the Industrial Relations Act 1996.

#### **4. Parties and Coverage**

- (1) The parties to this award are Landcom and the Public Service Association and Professional Officer's Association Amalgamated Union of New South Wales.
- (2) The provisions of this award shall apply to staff members employed by Landcom.

#### **5. Definitions**

"Act" means the Landcom Corporation Act 2001.

"Agreement" means an agreement as defined in the Industrial Relations Act 1996.

"Approved Course" means a course that is relevant to the employment of the staff member and one that has been approved by the Chief Executive Officer.

"Association" means the Public Service Association and the Professional Officer's Association Amalgamated Union of New South Wales (PSA).

"Association Delegate" means an accredited Association delegate responsible for their workplace membership; and/or a person who is elected by the Association as its representative, an executive member or a member of the Association's Council.

"Association Official" means a person who is employed by the Association to carry out duties of an official in a permanent or temporary capacity, including elected full-time officials and/or staff members placed on loan to the union for an agreed period of time.

"At the convenience of" means the operational requirements permit the staff member's release from duty or that satisfactory arrangements are able to be made for the performance of the staff member's duties during the absence.

"Award" means an award as defined in the Industrial Relations Act 1996.

"Birth" means the birth of a child and includes stillbirth.

"Corporation" means Landcom as established by the Act.

"Chief Executive Officer" means the Managing Director of Landcom or a person authorised by the Managing Director.

"Exchange" means an arrangement agreed to by the Chief Executive Officer, the staff member and a public service department, a public sector organisation or a private sector organisation which enables the staff member to work in such other organisation for an agreed period of time and under conditions agreed to prior to the commencement of the period of exchange.

"Expected date of birth" in relation to a staff member who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the staff member to give birth as a result of the pregnancy.

"Full pay" or "half pay" or "double pay" means the staff member's ordinary rate of pay or half the ordinary rate of pay or double the ordinary rate of pay respectively.

"Full-time position" means a position that is occupied, or if not for being vacant, would be occupied, by a full-time staff member.

"Headquarters" means the centre to which a staff member is attached or from which a staff member is required to operate on a long-term basis.

"Industrial action" means industrial action as defined in the Industrial Relations Act 1996.

"Local holiday" means a holiday which applies to a particular township or district of the State and which is not a public holiday throughout the State.

"Long service leave" means long service (previously "extended") leave to which a staff member is entitled under the provisions of this award.

"Normal work", for the purposes of clause 7 Dispute Resolution of this award, means the work carried out in accordance with the staff member's position or job description at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.

"Official overseas travel" means authorised travel out of Australia by a staff member where the staff member proceeds overseas on official business.

"On duty" means the time required to be worked for the Corporation.

"Overtime" means all time worked outside the 10.5 hour daily bandwidth applicable to a staff member working pursuant to the provisions of clause 12 Hours of Work, whether before or after the commencing and finishing times of the daily bandwidth, at the direction of the Chief Executive Officer. "Overtime" also means all time worked outside the set hours of work applicable to a staff member working pursuant to the provisions of clause 14 Standard Hours, whether before or after the commencing and finishing times of the set hours, at the direction of the Chief Executive Officer.

"Part-time entitlement", unless specified otherwise in this award, means pro rata of the full-time entitlements calculated according to the number of hours a staff member works in a part-time position or under a part-time work arrangement.

"Part-time hours" means the hours that are less than the 35 hours per week that constitute full-time work under this award.

"Part-time position" means a designated part-time position and, unless otherwise specified, includes any position that is filled on a part-time basis.

"Part-time staff member" means a staff member whose ordinary hours of duty are specified as part-time and whose weekly hours of work are less than the 35 hours per week required of full-time staff members.

"Public holiday" means a bank or public holiday under the Banks and Bank Holidays Act 1912, but does not include a Saturday which is such a holiday by virtue of section 15A of that Act, and 1 August or such other day that is a bank holiday instead of 1 August.

"Recall to duty" means those occasions when a staff member is directed to return to duty outside the staff member's 10.5 hour daily bandwidth in the case of a staff member working pursuant to the provisions of clause 12 Hours of Work, or outside the staff member's set hours in the case of a staff member working pursuant to the provisions of clause 14 Standard Hours.

"Residence", in relation to a staff member, means the ordinary and permanent place of abode of the staff member.

"Short leave" means the leave which was available to be granted to staff members in the case of pressing necessity that was replaced by the family and community service leave from 20 September 1994.

"Staff member" means an employee, including a casual, temporary or term employee, of Landcom and, unless otherwise specified in this award, includes both full-time and part-time staff members.

"Standby" means an instruction given by the Chief Executive Officer to a staff member to be available for immediate contact in case of a recall to duty.

"Study leave" means the justification for courses at any level or for study tours during which financial assistance may be approved by the Chief Executive Officer.

"Study time" means the time allowed off from normal duties on full pay to a staff member who is studying in a part-time course, generally to a maximum of four hours per week during semester or term period.

"Supervisor" means the immediate supervisor or manager of the area in which a staff member is employed or any other staff member authorised by the Chief Executive Officer to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.

"Temporary work location" means the place at or from which a staff member temporarily performs Landcom work if required to work away from headquarters.

"Use of private motor vehicle casual rate" means the appropriate rate payable in respect of a motor vehicle maintained by the staff member for private purposes but which the staff member may elect to use with the approval of the Chief Executive Officer for occasional travel on official business, subject to the allowance paid for such travel not exceeding the cost of travel by public or other available transport.

"Use of private motor vehicle official business rate" means the appropriate rate of allowance payable for the use of a private motor vehicle where no other transport is available and such use is directed by the Chief Executive Officer and agreed to by the staff member or where the staff member is unable to use other transport due to a disability.

"Workplace" means the whole of Landcom or, as the case may be, a branch or section of the Corporation in which the staff member is employed.

"Workplace management" means the Chief Executive Officer or any other person authorised by the Chief Executive Officer to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of Landcom or part of the Corporation.

## **6. Local Arrangements**

- (1) Local arrangements may be negotiated between the Chief Executive Officer and the Association in respect of the whole, or part(s), of Landcom.
- (2) All local arrangements negotiated between the Chief Executive Officer and the Association shall be contained in a formal document such as, but not limited to, a co-lateral agreement, exchange of letters, or a memorandum of understanding.

### 7. Dispute Resolution

- (1) Subject to the provisions of the Industrial Relations Act 1996, 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 Landcom, if required.
- (2) A staff member is required to notify, preferably in writing, their immediate supervisor or 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.
- (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 staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, the Chief Executive Officer or delegate.
- (4) The immediate supervisor or other appropriate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- (5) If the matter remains unresolved with the immediate supervisor or manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This supervisor or manager shall respond within two working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the appropriate General Manager or their nominated representative.
- (6) If the matter remains unresolved, the General Manager or their nominated representative shall provide a written response to the staff member 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.
- (7) A staff member may, at any stage of these procedures, request to be represented by the Association and Landcom will agree to such request.
- (8) Should the matter not be resolved within a reasonable time, any of the parties may refer it to the New South Wales Industrial Relations Commission for settlement. The staff member, Association and Landcom shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

Whilst the procedures outlined in subclauses (1) to (8) 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 a 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 Landcom staff member or member of the public.

For the purposes of this clause, a "General Manager" is a Landcom manager reporting directly to the Chief Executive Officer.

### 8. Consultation

- (1) There shall be effective means of consultation on matters of mutual interest and concern, both formal and informal, between Landcom management and the Association.
- (2) The parties to this Award will establish a Consultative Working Party. This Working Party shall generally act to oversee and assist implementation of this Award. The Consultative Working Party shall consist of both Landcom and Association representatives, to be nominated by the respective parties, to the following maximum numbers:

Landcom representatives: 3

Association representatives: 3

Either party may have additional representatives attend on their behalf following reasonable notice being given to the other party of such a requirement.

- (3) The Consultative Working Party shall meet within one month of the making of this Award and thereafter every three months, or as otherwise agreed between the parties.
- (4) The Consultative Working Party may form Working Groups to examine specific issues for report back to the Working Party.

### **9. Salaries**

- (a) All staff members will be paid in accordance with the salary structures and rates set out in this award.
- (b) The Corporation shall pay salaries and other moneys to staff members on a fortnightly basis into a nominated account.
- (c) Salaries shall include annual leave loading.

### **10. Classifications**

- (1) The Salaries Schedule at Appendix B of this award contains a single Landcom Officer classification, divided into the three categories of Officer, Management and Senior Management.
- (2) All staff member shall have titles reflect their functional responsibility as determined from time to time by the Corporation.
- (3) Senior Management Category
  - (a) The inclusion of positions in the Senior Management Category shall be at the discretion of the Chief Executive Officer of the Corporation.
  - (b) Staff members appointed by the Chief Executive Officer to positions in the Senior Management Category shall require either one or more of the following:
    - (i) a degree qualification;
    - (ii) a qualification deemed to be equivalent,
    - (iii) an accredited property related qualification as well as demonstrated expertise and experience developed from a range of property disciplines and backgrounds such as, but not limited to, engineering, surveying, valuing, real estate, land economics, and architecture;
    - (iv) equivalent demonstrated successful work experience;
  - (c) Positions identified by the Corporation as having special requirements may not require the staff member appointed to have a degree qualification.
  - (d) The Corporation shall from time to time undertake a formal review of positions included in the Senior Management classification to ensure the Corporation's needs are met.

### **11. Salary Increases**

Salaries will be increased in accordance with the following table:

Date	Amount
25 July 2008	4 per cent
1 July 2009	4 per cent



## 12. Hours of Work

- (1) Notionally, staff members will work a 35 hour week, to be worked over a minimum of 5 days on any of the 7 days of the week.
- (2) The normal working week shall be Monday to Friday, with standard office hours from 9.00 am to 5.00 pm.
- (3) The 12 hour daily spread of hours for working the 35 hour week will normally fall between 7.00 am and 7.00 pm, unless otherwise agreed. Where staff members are directed to work outside the 10.5 hour daily bandwidth applicable to them, overtime provisions shall apply.
- (4) Staff members must reach agreement with their supervisor regarding hours of work, with such agreement able to include provisions to move the 10.5 hour daily bandwidth applicable to each staff member to start or finish outside the usual times of 7.00 am and 7.00 pm respectively.
- (5) Agreements between staff members and supervisors will be aimed at achieving the key results for each position in compliance with the overall Landcom Strategic Plan, Business Plans and the performance criteria agreed upon for each staff member within the Landcom Performance Management System.
- (6) Staff members shall record their times of attendance when working in, or from, a Landcom Office. Landcom Offices include, but are not limited to, Regional, Project, Joint Venture and Sales Offices.
- (7) Staff members shall record the time spent on Landcom work when working under a Working from Home agreement.
- (8) The manner of attendance and/or work recording shall be as decided by Landcom.
- (9) Staff members may take a break of 10 minutes in the morning and afternoon, provided that dealings with the public are not affected, and a meal break of no less than 30 minutes must be taken no later than 5 hours after commencing continuous work.
- (10) A staff member may be required to perform duty beyond the hours determined under this clause but only if it is reasonable for the staff member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
  - (a) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
  - (b) any risk to staff member health and safety,
  - (c) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of Landcom and the effect on client services,
  - (d) the notice (if any) given by Landcom regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
  - (e) any other relevant matter.

## 13. Agreed Absences

- (1) All staff members covered by this Award shall be entitled to one paid day off per calendar month (except those staff members working standard hours).
- (2) Each staff member and their supervisor shall agree on the day the staff member is to be absent from work pursuant to this clause.

- (3) To meet Landcom business requirements, a paid day off may be postponed for one or more months. The taking of postponed paid days off is a matter for local arrangement between the staff member and their supervisor.
- (4) Subject to agreement between the staff member and their supervisor, up to five paid days off may be conserved by a staff member each calendar year, subject to the following conditions:
  - (a) the conserved paid days off may be taken during the calendar year, subject to arrangement with the supervisor; or
  - (b) up to five paid days off may be "cashed in" during the calendar year at the staff member's option at the staff member's ordinary salary rate; or
  - (c) any balance of conserved paid days off as at 31 December in each year shall be "cashed in".
- (5) Conserved paid days off in excess of five will be forfeit.
- (6) More flexible and/or advantageous arrangements for the taking of paid days off, beyond the limit of twelve days per calendar year imposed by this clause, may be made by agreement between staff members and their supervisors.
- (7) A staff member may accrue their entitlement to Agreed Absences while they are on leave for a continuous period of up to two calendar months (excluding sick leave). If the period of leave exceeds two calendar months (excluding sick leave), the staff member will cease to accrue their entitlement to Agreed Absences until such time as they return to duty.

#### **14. Standard Hours**

- (1) Standard hours are set hours of work commencing at 9.00 am and concluding at 5.00 pm inclusive of one hour set aside for a meal break.
- (2) The Chief Executive Officer may direct that standard hours, or restrictions to the work arrangements set out in clause 12 Hours of Work, be worked in particular circumstances. These circumstances may include, but are not limited to:
  - (a) where the operational requirements of Landcom, or a particular part of the Corporation, cannot accommodate the flexibilities of clause 12 Hours of Work, or
  - (b) remedial action in respect of a staff member is being taken where the staff member has been found to have deliberately and persistently failed to meet the requirement to work 35 hours per week or otherwise abused the work arrangements set out in clause 12 Hours of Work.

#### **15. Part Time Staff Members**

- (1) Where appropriate, the provisions of clauses 12 Hours of Work, 13 Agreed Absences and 14 Standard Hours of this award shall apply to part-time staff members on a pro-rata basis.
- (2) Part-time work is permanent, temporary or term employment and part-time employees work less hours than full-time employees and receive all the entitlements of full time employees on a proportional basis.
- (3) Staff members may request to have applications considered to work part-time under this award.
- (4) Staff members working part time must complete a part time work agreement (PTWA) with their supervisor.
- (5) The PTWA must be in writing signed by the staff member and the supervisor and must include:
  - (a) the hours and days to be worked;

- (b) the starting and finishing times of each work day, if a Standard Hours arrangement is to be worked;
  - (c) the classification of the staff member; and
  - (d) the right (if any) for the staff member to return to full time work.
- (6) The maximum number of weekly hours under the PTWA must be less than the full-time requirement of 35 hours per week in this award.
  - (7) The part-time staff member must be paid the same ordinary hourly rate as similarly classified full-time staff member under this award.
  - (8) Hours worked that fall outside the ordinary daily hours agreed to, shall be paid at the ordinary time rate, unless such hours would attract payment at overtime rates for a full-time staff member.
  - (9) A PTWA can be changed by making a new written agreement between the staff member and supervisor.

### **16. Filling Positions**

- (1) The Chief Executive Officer shall determine the most appropriate method of filling vacant or temporarily created positions in Landcom that best meets the requirements of the Corporation. Positions may be created and filled as:
  - (a) Permanent: a position created on the Landcom staff establishment on a full time or part time basis.
  - (b) Temporary or Term: a position created on the Landcom staff establishment on a full time or part time basis as a temporary position to meet an identified need for a specified period.
    - (i) Temporary positions will be the same as permanent positions in terms of the operation and entitlements of this award. A temporary position may be identical to a permanent position but only required for a specified period of time to meet a Corporation business need or it may be created for the term of a specific project. At the expiration of the period, unless extended beforehand, the period of temporary employment will come to a conclusion.
    - (ii) Term positions will be the same as permanent positions in terms of the operation and entitlements of this award, however they do not need to be the same as a permanent position in terms of work requirements. The positions may specify certain conditions unique to the position such as the requirement to work standard hours, weekend work, complete a specific project, work in a joint venture arrangement, receive special remuneration or any other particular Corporation need. Such positions will normally be created for a specific period of time and at the expiration of the period, unless extended beforehand, the period of term employment arrangement will come to a conclusion.
  - (c) Casual: a position created on the Landcom staff establishment on a full time or part time basis according to the provisions of Clause 17 Casual Employment of this Award. A casual position shall be filled by a staff member employed to undertake work on an hourly basis to carry out work that is irregular, intermittent, short term, urgent or arising from an emergency.
- (2) Landcom may also fill positions by any other arrangement that meets the operational business and commercial needs of Landcom.

### **17. Casual Employment**

- (1) Hours of Work
  - (a) A casual employee is engaged and paid on an hourly basis.

- (b) A casual employee will be engaged or paid for a minimum of 3 consecutive hours for each day worked.
  - (c) A casual employee shall not work more than 8 (eight) consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 8 hours.
- (2) Rate of Pay
- (a) Casual employees shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:  
  
Annual salary divided by 26.08929 divided by ordinary fortnightly hours for the classification
  - (b) Casual employees shall be paid a loading on the appropriate ordinary hourly rate of pay, of:  
  
15 percent for work performed on Mondays to Fridays (inclusive),  
  
50 percent for work performed on Saturdays,  
  
75 percent for work performed on Sundays,  
  
150 percent for work performed on public holidays.
  - (c) Casual employees shall also receive a 1/12th of the ordinary hourly rate of pay additional payment in lieu of annual leave and annual leave loading.
  - (d) The loadings specified in subclause (2)(b) of this clause are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave, and all incidences of employment, except overtime.
- (3) Overtime
- (a) Casual employees shall be paid overtime for work performed in excess of 8 (eight) consecutive hours (excluding meal breaks).
  - (b) Overtime will be paid in accordance with the rates set in Clause 33, Rates of Payment of Overtime of this Award.
  - (c) Overtime payments for casual employees are based on the ordinary hourly rate plus the 15 percent loading set out in subclause (2)(b) of this Clause.
  - (d) The additional payment in lieu of annual leave as set out in subclause (2)(c) of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.
- (4) Leave
- (a) Except as provided under this clause, Casual employees are not entitled to any other paid or unpaid leave.
  - (b) As set out in subclause (2)(c) of this clause, casual employees will be paid a 1/12th of the ordinary hourly rate of pay additional payment in lieu of annual leave.
  - (c) Casual employees will be entitled to Long Service Leave in accordance with the provisions of the Long Service Leave Act 1955.
  - (d) Casual employees are entitled to unpaid parental leave in accordance with Appendix A .
  - (e) Personal Carers entitlement for casual employees

- (i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in sub clause 44(4) of this Award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (f)(i) or (f)(ii), and the notice requirements set out in (f)(iii).
  - (ii) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (iii) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Landcom to engage or not to engage a casual employee are otherwise not affected.
- (f) The casual employee shall, if required,
- (i) Establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
  - (ii) Establish by production of documentation acceptable to Landcom or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- In normal circumstances, a casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
- (iii) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform Landcom of their inability to attend for duty. If it is not reasonably practicable to inform Landcom during the ordinary hours of the first day or shift of such absence, the employee will inform Landcom within 24 hours of the absence.
- (g) Bereavement entitlements for casual employees
- (i) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by Landcom ).
  - (ii) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (iii) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of Landcom to engage or not engage a casual employee are otherwise not affected.
  - (iv) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day of shift of such absence, inform Landcom of their inability to attend for duty. If it is not reasonably practicable to inform Landcom during the ordinary hours of the first day or shift of such absence, the employee will inform Landcom within 24 hours of the absence.
- (5) Application of other Clauses of this Award to Casual Employees

The following clauses of this Award do not apply to casual employees:

12. Hours of Work
13. Agreed Absences
14. Standard Hours
20. Salary Sacrifice and Packaging for other than superannuation contributions
24. Excess Travelling Time
27. Overseas Travel
32. Overtime
34. (3) and (4) Rest Periods concerning Recall to Duty and On call (Standby)
36. Compensation for Directed Overtime
40. to 44. (inclusively) relating to various leave provisions
55. Exchanges
56. Relocation Package
57. Termination of Employment
58. Working from Home
60. Management of Displaced Staff Members
62. Performance Management
63. Unsatisfactory Performance or Misconduct
65. Association Activities
66. Access to Facilities
71. Public Holidays

### **18. Recruitment and Selection**

- (1) Filling Vacancies
  - (a) Where a position becomes vacant, Landcom will advertise and fill the position through a process of merit selection.
  - (b) The Chief Executive Officer may dispense with the requirement to advertise a vacancy if an appointment can be made from eligible staff within the Corporation.
  - (c) Unless otherwise determined by the Chief Executive Officer, a selection committee shall be established to assess the merit of applicants for appointment to a vacant position and to make recommendations to the Chief Executive Officer on the most meritorious applicant.
  - (d) Nothing in paragraph (c) requires the Chief Executive Officer to adopt any recommendation made by the selection committee in relation to the filling of a vacancy.
  - (e) Prior to a staff member commencing duty with Landcom, written certification concerning the state of health of the staff member must be completed, by the staff member, to the satisfaction of the Chief Executive Officer.
- (2) Eligibility Lists
  - (a) Where interviews have been held for a vacant position, the selection committee will establish an eligibility list of candidates ranked in order of merit, who if it were not for the selected candidate, would be recommended for the position.
  - (b) The eligibility list is effective for up to six months from the date of approval in respect of the advertised vacancy and may be used to fill identical or similar vacant positions not mentioned in the original advertisement.
  - (c) The Chief Executive Officer may elect to use an eligibility list to fill a position, require a new selection process to be undertaken, or take any other administrative action in relation to a vacancy.
- (3) Appointment and Rates Of Pay

- (a) The Chief Executive Officer may appoint a successful applicant to any salary within a salary Level in Appendix B to this award.
  - (b) In determining commencing salary regard shall be had to:
    - (i) the person's skills, experience and qualifications;
    - (ii) the rate required to attract the person; and
    - (iii) the remuneration of existing staff members performing similar work.
  - (c) A successful applicant shall receive a letter of offer of employment that will form part of the employment contract with Landcom.
  - (d) The letter of offer of employment shall cover such matters as commencing salary rate, any salary increments and, if applicable, probationary period, the term of employment and requirement to work standard hours for specified positions.
- (4) Probation
- (a) All new appointments shall serve a minimum probationary period of six months.
  - (b) The Chief Executive Officer may dispense with the requirement for a probationary period; extend the probation up to a maximum of two years; or annul the appointment of a person during a period of probation.

### **19. Job Evaluation**

The Chief Executive Officer shall classify and grade positions using government accredited job evaluation methodology.

### **20. Salary Sacrifice and Packaging**

(1) Salary Sacrifice - General

The Chief Executive Officer may enter into agreements with staff members for salary sacrifice for superannuation and/or other agreed benefits, including a novated leased motor vehicle, to a maximum of one hundred (100) percent of the salary payable or one hundred (100) percent of the current applicable superannuable salary within NSW Government policy and the Landcom Salary Sacrificing and Motor Vehicle Policy (as amended from time to time) and powers of the State Owned Corporations Act and the Landcom Corporation Act.

(2) Salary Sacrifice - Superannuation

- (a) A staff member may elect, subject to the agreement of the Corporation, to sacrifice a portion of the salary payable to additional superannuation contributions in excess of contributions made by Landcom under relevant legislation. Such election must be made prior to the commencement of the period of service to which the salary payments relate. The amount of salary sacrificed for all purposes must not exceed one hundred (100) percent of the salary payable or one hundred (100) percent of the current applicable superannuable salary, whichever is the lesser. In this clause "superannuable salary" means the staff member's salary as notified from time to time, to the NSW public sector superannuation trustee corporations.
- (b) Where the staff member has elected to sacrifice a portion of salary to additional superannuation contributions:
  - (i) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion, and

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

## 21. Payment of Expenses

- (1) Landcom shall meet any expenses, including those relating to official travel and associated expenses, actually and necessarily incurred by a staff member within the guidelines set by management when undertaking approved official business (either in advance or as a reimbursement).
- (2) Payment of any actual expenses shall be subject to the production of receipts, unless the Chief Executive Officer is prepared to accept other evidence from the staff member. As applicable, receipts shall be produced in accordance with Australian Tax Office requirements

## 22. Higher Duties Allowance

Staff members directed to perform the duties of a higher position shall be paid an allowance as determined by the Chief Executive Officer in accordance with the Landcom Higher Duties Allowance Policy.



### 23. Allowances - General

The allowances payable under this award shall be reviewed as follows:

- (1) Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO):
  - (a) Clause 35(4) Overtime meal allowances; and
  - (b) Clause 26(3) Use of private motor vehicles during work related duties.
- (2) Allowances payable in terms of clauses listed in this paragraph shall be subject to a percentage increase pursuant to clause 11 Salary Increases:
  - (a) Clause 28(1) First Aid Allowance
  - (b) Clause 34(4) Rest Periods (On call (Standby) Allowance);
  - (c) Clause 72 Community Language Allowance; and
  - (d) Clause 29(1) & 29(2) Weekend and Public Holiday Allowance.

### 24. Excess Travelling Time

- (1) A staff member directed by the Chief Executive Officer to travel on official business outside the usual hours of duty is entitled to be compensated for such time either by:
  - (a) payment calculated in accordance with the provisions contained in this clause; or
  - (b) if it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business.
- (2) Compensation under paragraphs (a) or (b) of subclause (1) of this clause, shall be made, subject to the following conditions:
  - (a) excess travelling time on a non-working day shall be all time spent travelling on official business;
  - (b) excess travelling time on a working day shall be, subject to the provisions of subclause (5) of this subclause, all additional time spent travelling before or after the staff member's normal hours of duty.
  - (c) the period for which compensation is being sought is more than a half an hour on any one day.
- (3) No compensation for travelling time shall be given in respect of travel between 11.00 pm on any one day and 7.30 am on the following day, where the staff member has travelled overnight and sleeping facilities have been provided for the staff member.
- (4) Compensation for travelling time shall be granted only in respect of the time that might reasonably have been taken by the use of the most practical and economic means of transport.
- (5) Travelling time shall not include the time:
  - (a) normally taken for the periodic journey from home to headquarters and return;
  - (b) on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;

- (c) on board a ship or aircraft.
- (d) spent travelling overseas on official business.

(6) **Waiting Time**

When a staff member is required to wait for transport in order to commence a journey to another location or to return to headquarters and such time is outside the normal hours of duty, such waiting time shall be treated and compensated in the same manner as excess travelling time.

(7) **Payment**

- (a) Payment for travelling time calculated in terms of this clause shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal hours of work}}$$

- (b) The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.
- (c) Staff members whose salary, pursuant to Appendix B to this award, is in excess of the rate for Landcom Officer, Level 4 Salary Point 12 shall be paid travelling time or waiting time calculated at the rate for Landcom Officer, Level 4 Salary Point 12 plus \$1.00 per annum, as adjusted from time to time..
- (d) Time off in lieu or payment for excess travelling time or waiting time will not granted or made for more than eight hours in any period of 24 consecutive hours.

### **25. Meal Allowances**

- (1) A staff member who is required to travel to perform duty at a location other than their normal headquarters shall be paid for actual expenses properly and reasonably incurred in accordance with Landcom guidelines for:

breakfast when required to commence travel at or before 6.00 am; and/or

an evening meal when required to travel until or beyond 6.30 pm.

In such instances, the staff member shall be paid the amount equivalent to the expense incurred or the allowance specified for breakfast or an evening meal at Item 1 of the Monetary Rates Table of this award, whichever is the lesser.

- (2) A staff member who is required to travel to perform duty at a location other than their normal headquarters shall be paid for actual additional expenses properly and reasonably incurred in accordance with Landcom guidelines for:

lunch, when unable to take lunch at the place at which, or the manner in which, the staff member ordinarily takes lunch and, as a result, incurs additional expense for lunch.

In such instances, the staff member shall be paid the amount equivalent to the additional expense incurred or the allowance specified for lunch at Item 1 of the Monetary Rates Table of this award, whichever is the lesser.

### **26. Use of Private Motor Vehicles**

- (1) The Chief Executive Officer may authorise a staff member to use a private motor vehicle for work where:

- (a) such use will result in greater efficiency or involve the Corporation in less expense than if travel were undertaken by other means; or
- (b) where the staff member is unable to use other means of transport due to a disability.

As defined in clause 5 Definitions of this award, there shall be two classes of allowance payable for the use of a private motor vehicle for work. The appropriate rate of allowance shall be paid depending on the circumstances and the purpose for which the vehicle is used.

- (2) The staff member must have in force in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the Motor Vehicles (Third Party Insurance) Act, 1942, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Chief Executive Officer.
- (3) A staff member who, with the approval of the Chief Executive Officer, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified at Item 2 of the Monetary Rates Table of this award for the use of such private motor vehicle.
- (4) Where a private vehicle is damaged while being used for work any normal excess insurance charges prescribed by the insurer shall be reimbursed by the Corporation, provided:
  - (a) the damage is not due to gross negligence by the staff member; and
  - (b) the charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.
- (5) Provided the damage is not the fault of the staff member, the Corporation shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:
  - (a) the damage was sustained on approved work activities; and
  - (b) the costs cannot be met under the insurance policy due to excess clauses.
- (6) Except as otherwise specified in this award, a staff member shall bear the cost of ordinary daily travel by private motor vehicle between the staff member's residence and headquarters.

## **27. Overseas Travel**

Unless the Chief Executive Officer determines that a staff member shall be paid travelling rates especially determined for the occasion, a staff member who is required by the Corporation to travel overseas on official business, shall be paid the travelling rates determined by the Australian Public Service and published by the Australian Government Publishing Service from time to time.

## **28. First Aid Allowance**

- (1) A staff member appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such staff member as specified at Item 3 of the Monetary Rates Table of this award.
- (2) The First Aid Allowance shall not be paid during long service leave or any other continuous period of leave that exceeds four weeks.
- (3) When the First Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff member shall be paid a first aid allowance for assuming the duties of a First Aid Officer.

### **29. Weekend and Public Holiday Allowance**

- (1) The Sales Representatives working three out of four weekends, on average, shall be entitled to an allowance as specified at Item 7 of the Monetary Rates Table of this award as compensation for weekend work, public holidays, out of hours duty, being on call, and duty undertaken after being "called" for duty.
- (2) The Sales Information Officers working two out of four weekends, on average, shall be entitled to an allowance as specified at Item 7 of the Monetary Rates Table of this award as compensation for weekend work, public holidays, out of hours duty, being on call, and duty undertaken after being "called" for duty.
- (3) The annual allowance is an all inclusive addition to salary which represents compensation for all incidences of employment.
- (4) Notwithstanding provisions contained elsewhere in this Award, the Sales Representatives shall be paid at the appropriate "casual rate" when using private motor vehicles for work.

### **30. Uniforms, Protective Clothing and Their Maintenance**

- (1) A staff member who is required and authorised by the Chief Executive Officer to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by the Corporation with such clothing.
- (2) Where the approved uniform, protective clothing or other specialised clothing is provided by the staff member, such staff member shall be reimbursed the cost of the uniform, protective clothing or other specialised clothing in accordance with Landcom guidelines.
  - (a) Staff members shall be paid for actual expenses properly and reasonably incurred in accordance with Landcom guidelines for laundering and maintaining uniforms or protective clothing.

### **31. Compensation for Damage to Or Loss of Private Property**

- (1) Where damage to, or loss of, a staff member's private property occurs in the course of employment, a claim may be lodged under the Workers Compensation Act, 1987 and/or under any insurance policy of the Corporation covering the damage to or loss of the personal property of the staff member.
- (2) If a claim under subclause (1) of this clause is rejected by the insurer, the Chief Executive Officer may compensate a staff member for the damage to, or loss of, private property, if such damage or loss:
  - (a) is due to the negligence of the Corporation, another staff member, or both, in the performance of their duties; or
  - (b) is caused by a defect in a staff member's material or equipment; or
  - (c) results from a staff member's protection of or attempt to protect the Corporation's property from loss or damage.
- (3) Compensation in terms of subclause (2) of this clause shall be limited to the amount necessary to repair the damaged item.
- (4) Where the item cannot be repaired or is lost, the Chief Executive Officer may pay the cost of a replacement item, provided the item is identical to, or only marginally different from, the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- (5) For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing aid, tools of trade or similar items that are ordinarily required for the performance of the staff member's duties.

- (6) Compensation for the damage sustained shall be made by the Corporation where, in the course of work, clothing or items such as spectacles and hearing aids are damaged or destroyed by natural disasters or by theft or vandalism.

### 32. Overtime

(1) General

- (a) A staff member may be directed to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- (i) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
  - (ii) any risk to staff member health and safety,
  - (iii) the urgency of the work required to be performed during overtime, the impact on the operational commitments of Landcom and the effect on client services,
  - (iv) the notice (if any) given by Landcom regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
  - (v) any other relevant matter.
- (b) Payment for overtime shall be made only where the staff member works directed overtime.
- (c) Directed overtime is all time worked, at the direction of the Chief Executive Officer:
- (i) Outside the 10.5 hour daily bandwidth applicable to a staff member working pursuant to the provisions of clause 12 Hours of Work, whether before or after the commencing and finishing times of the daily bandwidth; and/or
  - (ii) Outside the set hours of work applicable to a staff member working pursuant to the provisions of clause 14 Standard Hours, whether before or after the commencing and finishing times of the set hours; and/or
- on a Saturday, Sunday or Public Holiday.

(2) Application

The provisions of this clause shall not apply to:

- (a) staff members covered by formal local arrangements in respect of overtime negotiated between the Chief Executive Officer and the Association; or
- (b) staff members whose salary includes compensation for overtime; or
- (c) staff members who receive an allowance in lieu of overtime.

### 33. Rates for Payment of Overtime

- (1) On weekdays (Monday to Friday inclusive) directed overtime is paid at the rate of time and one-half for the first two hours and at the rate of double time thereafter, unless local arrangements negotiated in terms of clause 6 the Local Arrangements apply.
- (2) On Saturdays directed overtime is paid at the rate of time and one-half for the first two hours and at the rate of double time thereafter.

- (3) On Sundays directed overtime is paid at the rate of double time.
- (4) On Public holidays directed overtime is paid at the rate of double time and one half.
- (5) If a staff member is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the staff member has been granted leave of absence or the absence has been caused by circumstances beyond the staff member's control.
- (6) A staff member who works directed overtime on a Saturday, Sunday or public holiday, shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- (7) Limit on amount of overtime paid to staff members

A staff member whose salary, pursuant to Appendix B to this award, or salary and allowance in the nature of salary, exceeds the annual salary for a Landcom Officer Level 5, Salary Point 15, as varied from time to time, plus \$1.00, shall be paid for working directed overtime at the rate for Landcom Officer Level 5, Salary Point 15, as varied from time to time, plus \$1.00.

- (8) Calculation of Overtime
  - (a) Overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
  - (b) The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:
 
$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{No of ordinary hours of work per week}}$$
  - (c) To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 1.5, 2 or 2.5, respectively, calculated to the nearest cent.
  - (d) Overtime is not payable for time spent travelling.

### 34. Rest Periods

- (1) A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
- (2) Where a staff member, at the direction of Landcom, resumes or continues work without having had eight (8) consecutive hours off duty then such staff member shall be paid at the appropriate overtime rate until released from duty. The staff member shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.
- (3) Recall to Duty
  - (a) A staff member recalled to work overtime after leaving the premises of Landcom shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
  - (b) The staff member shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
  - (c) When a staff member returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.

- (d) When a staff member returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the staff member was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
- (e) A recall to duty commences when the staff member starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
- (f) A staff member recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- (g) This subclause shall not apply in cases where it is customary for a staff member to return to the Corporation's premises to perform a specific job outside the staff member's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

(4) On call (Standby)

A staff member shall be paid the on call allowance as specified at Item 4 of the Monetary Rates Table of this award when directed by the Corporation to be on call outside the staff member's working hours pursuant to the provisions of clauses 12 Hours of Work and 14 Standard Hours of this award.

### 35. Meal Breaks

- (1) Staff members working pursuant to the provisions of clause 14 Standard Hours of this award and who are required to work overtime on weekdays for an hour and a half or more after the staff member's standard hours of duty, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every further five hours of overtime worked.
- (2) Staff members working pursuant to the provisions of clause 12 Hours of Work of this award and who are required to work overtime on weekdays beyond the conclusion of the daily bandwidth applicable to them, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every further five hours of overtime worked.
- (3) Any staff member required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. A staff member who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.
- (4) Meal Allowances
  - (a) If an adequate meal was not provided by the Corporation, a meal allowance shall be paid by the Corporation for meals taken during the meal breaks available pursuant to this award, provided the Chief Executive Officer is satisfied that:
    - (i) the time worked is directed overtime;
    - (ii) the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
    - (iii) where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and
    - (iv) overtime is not being paid in respect of the time taken for a meal break.

- (b) The amount of the meal allowance shall be at the rate specified at Item 5 of the Monetary Rates Table of this award.
- (c) Where a meal was not purchased, payment of a meal allowance shall not be made.
- (d) Where a meal allowance payable under this clause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Chief Executive Officer shall approve payment of the actual expenses incurred.
- (e) Receipts shall be provided to the Chief Executive Officer in support of any claims for additional expenses or when the staff member is required to substantiate the claim.
- (f) Notwithstanding the above provisions, nothing in this clause shall prevent the Chief Executive Officer and the Association from negotiating different meal provisions under a local arrangement.

### **36. Compensation for Directed Overtime**

- (1) The Chief Executive Officer shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of leave in lieu in accordance this clause.
- (2) Leave in Lieu of Payment
  - (a) A staff member who works directed overtime may elect to take leave in lieu of payment for all or part of the entitlement in respect of directed overtime worked.
  - (b) The following conditions shall apply to the leave in lieu:
    - (i) the staff member shall advise the supervisor before the overtime is worked, or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment;
    - (ii) the leave in lieu shall be calculated at the same rate as would have applied to the payment of overtime in terms of clause 30 Rates of Pay of Overtime of this award.
    - (iii) the leave in lieu must be taken at the convenience of the Corporation, except when leave in lieu is being taken to look after a sick family member;
    - (iv) the leave in lieu shall be taken in multiples of a quarter day;
    - (v) leave in lieu accrued in respect of overtime worked on days other than public holidays, shall be given by the Corporation and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Chief Executive Officer and the Association;
    - (vi) at the staff member's election, leave in lieu accrued in respect of overtime worked on a public holiday may be added to the staff member's annual leave credits and may be taken in conjunction with annual leave; and
    - (vii) a staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.
- (3) Landcom has the right to determine the form of compensation granted where a staff member has accrued an annual leave balance of more than 30 days at the time of the staff member's claim for compensation for directed overtime.



### 37. Provision of Transport

Where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that staff members can use public transport or other normal means of transport to and from work.

For the purpose of this clause, departure or arrival after 8.00 pm will determine whether the provisions of this clause apply.

Departure or arrival after 8.00 pm of a staff member on overtime or a regular or rotating shift roster, does not in itself warrant the provision of transport. It needs to be demonstrated that the normal means of transport, public or otherwise, is not reasonably available and/or that travel by such means of transport places the safety of the staff member at risk. Where it is so demonstrated, arrangements may be made for transport home of the staff member to be provided by way of a taxi.

The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above, rests with the local management of the Corporation where knowledge of each particular situation will enable appropriate judgements to be made.

### 38. Leave

#### (1) General

- (a) The provisions contained in this clause apply to all staff members other than those to whom a local arrangement negotiated between the Chief Executive Officer and the Association in terms of the Local Arrangements provisions of this award.
- (b) Unless otherwise specified, part-time staff members will receive the conditions of this clause on a pro rata basis, calculated according to the number of hours worked per week.
- (c) A temporary or term staff member employed by the Corporation is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment with the Corporation, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
- (d) Where paid and unpaid leave available to be granted under this award are combined, paid leave shall be taken before unpaid leave.

#### (2) Absence from Work

- (a) A staff member must not be absent from work unless reasonable cause is shown.
- (b) If a staff member is to be absent from duty because of illness or other emergency, the staff member shall notify, or arrange for another person to notify, the supervisor as soon as possible of the staff member's absence and the reason for the absence.
- (c) If a satisfactory explanation for the absence is not provided, the staff member will be regarded as absent from duty without authorised leave and the Chief Executive Officer shall cause to be deducted from the pay of the staff member the amount equivalent to the period of the absence.
- (d) The minimum period of leave available to be granted shall be a quarter day, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.
- (e) Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.

#### (3) Application for Leave

- (a) An application by a staff member for leave under this award shall be made to, and dealt with by, the Chief Executive Officer.
- (b) Where the operational requirements of the Corporation permit, an application for leave shall be dealt with by the Chief Executive Officer according to the wishes of the staff member.

### 39. Annual Leave

- (1) Paid annual leave for full time staff members accrues at the rate of 20 working days per year and accrues from day to day.
- (2) Staff members working part time shall accrue paid annual leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
- (3) The Chief Executive Officer will inform a staff member in writing on a regular basis of the staff member's annual leave accrual.
- (4) Limits on Accumulation and Direction to Take Leave
  - (a) At least two (2) consecutive weeks of annual leave (or a combination of annual leave and public holidays, agreed absences, long service leave or, if the staff member elects, leave without pay) shall be taken by a staff member every 12 months for recreation purposes, except by agreement with the Chief Executive Officer in special circumstances.
  - (b) After taking into account the wishes of the staff member, the Chief Executive Officer may direct such staff member to take accrued annual leave at a time convenient to the Corporation.
  - (c) The Chief Executive Officer shall notify the staff member in writing when accrued annual leave reaches 6 weeks, or its hourly equivalent, and at the same time, may direct a staff member to take at least 2 weeks annual leave within 3 months of the notification. Such leave is to be taken at a time convenient to the Corporation.
  - (d) The Chief Executive Officer shall notify the staff member in writing when accrued annual leave reaches 8 weeks, or its hourly equivalent, and direct the staff member to take at least 2 weeks annual leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Corporation.
- (5) Conservation of Leave

If the Chief Executive Officer is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient annual leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks, or its hourly equivalent, the Chief Executive Officer shall:

  - (a) specify in writing the period of time during which the annual leave in excess of 6 weeks shall be conserved; and
  - (b) on the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 6 weeks limit.
- (6) Miscellaneous
  - (a) Unless a local arrangement has been negotiated between the Chief Executive Officer and the Association, annual leave is not to be granted for a period less than a quarter day or in other than multiples of a quarter day.
  - (b) Annual leave for which a staff member is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).

- (c) Annual leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph (d) of this subclause.
- (d) Annual leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the Workers' Compensation Act 1987; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
- (e) The proportionate deduction to be made in respect of the accrual of annual leave on account of any period of absence referred to in paragraph (d) of this subclause shall be calculated to a quarter day (fractions less than a quarter being rounded down).
- (f) Annual leave accrues at half the normal accrual rate during periods of long service leave on half pay.
- (g) On cessation of employment, a staff member is entitled to be paid the money value of accrued annual leave which remains untaken.
- (h) A staff member to whom paragraph (g) of this subclause applies may elect to take all or part of accrued annual leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.

(7) Death

Where a staff member dies, the monetary value of annual leave accrued and remaining untaken as at the date of death, shall be paid to the staff member's nominated beneficiary. Where no beneficiary has been nominated, the monetary value of annual leave is to be paid as follows:

- (a) to the widow or widower of the staff member; or
- (b) if there is no widow or widower, to the children of the staff member or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
- (c) if there is no such widow, widower or children, to the person who, in the opinion of the Chief Executive Officer was, at the time of the staff member's death, a dependent relative of the staff member; or
- (d) if there is no person entitled under paragraphs (a) or (b) or (c) of this subclause to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to the staff member, the payment shall be made to the personal representative of the staff member.

#### 40. Sick Leave

(1) General

If the Chief Executive Officer 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 Chief Executive Officer:

- (a) shall grant to the staff member sick leave on full pay; and
- (b) 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 clause to sick leave on full pay.

(2) Entitlements

- (a) Sick leave on full pay accrues to a staff member at the rate of 15 days each calendar year. Any leave accrued and not utilised accumulates.

- (b) Sick leave on full pay accrues at the beginning of the calendar year. If a staff member is appointed after 1 January, sick leave on full pay accrues on a proportionate basis for the year in which employment commences.
  - (c) 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.
  - (d) Notwithstanding the provisions of paragraph (c) 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.
  - (e) 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.
  - (f) When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
  - (g) Paid sick leave shall not be granted during a period of unpaid leave.
- (3) Payment During the Initial 3 Months of Service

Paid sick leave which may be granted to a staff member, other than a relief staff member, in the first 3 months of service shall be limited to 5 days' paid sick leave, unless the Chief Executive Officer 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.

- (4) Seasonal or Relief Staff

No paid sick leave shall be granted to temporary staff members who are employed as relief staff for a period of less than 3 months.

#### **41. Sick Leave - Workers' Compensation**

- (1) The Chief Executive Officer shall advise each staff member of the rights under the Workers' Compensation Act 1987, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- (2) A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the Workers' Compensation Act 1987, shall be required to lodge a claim for any such compensation.
- (3) Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Chief Executive Officer shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- (4) The Chief Executive Officer will ensure that, once received by the Corporation, a staff member's worker's compensation claim is lodged by the Corporation with the workers' compensation insurer within the statutory period prescribed in the Workers' Compensation Act 1987.
- (5) Pending the determination of that claim, and on production of an acceptable medical certificate, the Chief Executive Officer shall grant sick leave on full pay for which the staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election, by accrued recreation leave or extended leave.

- (6) If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim shall be restored to the credit of the staff member.
- (7) A staff member who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the Workers Compensation Act 1987 may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the staff member's ordinary rate of pay. Sick leave utilised in this way shall be debited against the staff member.
- (8) If a staff member notifies the Chief Executive Officer that he or she does not intend to make a claim for any such compensation, the Chief Executive Officer shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- (9) A staff member may be required to submit to a medical examination under the *Workers Compensation Act 1987* in relation to a claim for compensation under that Act. If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.
- (10) If the Chief Executive Officer provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* and , without good reason, the staff member fails to resume or perform such duties, the staff member shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- (11) No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act 1987*.
- (12) Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:
  - (a) the staff member's claim for workers' compensation;
  - (b) the conduct of a medical examination by a Government or other Medical Officer;
  - (c) a medical certificate issued by the examining Government or other Medical Officer; or
  - (d) action taken by the Chief Executive Officer either under the *Workers' Compensation Act 1987* or any other relevant legislation in relation to a claim for workers' compensation, medical examination or medical certificate.

#### **42. Sick Leave - Other Than Workers' Compensation**

- (1) If the circumstances of any injury to or illness of a staff member give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, sick leave on full pay may, subject to and in accordance with this clause, be granted to the staff member on completion of an acceptable undertaking that:
  - (a) any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the Corporation to the staff member; and
  - (b) in the event that the staff member receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the staff member will repay to the Corporation the monetary value of any such period of sick leave.

- (2) Sick leave on full pay shall not be granted to a staff member who refuses or fails to complete an undertaking, except in cases where the Chief Executive Officer is satisfied that the refusal or failure is unavoidable.
- (3) On repayment to the Corporation of the monetary value of sick leave granted to the staff member, sick leave equivalent to that repayment and calculated at the staff member's ordinary rate of pay, shall be restored to the credit of the staff member.

#### **43. Sick Leave - Requirements for Medical Certificate**

- (1) A staff member absent from duty for more than 3 consecutive working days because of illness must furnish a medical certificate to the Chief Executive Officer in respect of the absence.
- (2) A staff member shall be put on notice in advance if required by the Chief Executive Officer to furnish a medical certificate in respect of an absence from duty for 3 consecutive working days or less because of illness.
- (3) If there is any concern about the reason shown on the medical certificate, the Chief Executive Officer, after discussion with the staff member, may refer the medical certificate and the staff member's application for leave to the Government Medical Officer for advice.
- (4) The nature of the leave to be granted to a staff member shall be determined by the Chief Executive Officer on the advice of the Government Medical Officer.
- (5) If sick leave applied for is not granted, the Chief Executive Officer must, as far as practicable, take into account the wishes of the staff member when determining the nature of the leave to be granted.
- (6) A staff member may elect to have an application for sick leave dealt with confidentially by the Government Medical Officer in accordance with the general public service policy on confidentiality, as applies from time to time.
- (7) If a staff member who is absent on annual leave or long service leave, furnishes to the Chief Executive Officer a satisfactory medical certificate in respect of an illness which occurred during the leave, the Chief Executive Officer may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
  - (a) in respect of annual leave, the period set out in the medical certificate;
  - (b) in respect of long service leave, the period set out in the medical certificate if such period is 5 working days or more.
- (8) Subclause (7) above 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.
- (9) The reference in this clause to a medical certificate shall apply, as appropriate, to the certificates for the absence of up to one week provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Chief Executive Officer's discretion, another registered health services provider. 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 a medical certificate from a registered medical practitioner.

#### **44. Sick Leave to Care for a Family Member**

- (1) When family and community service leave provided for in clause 48 of this award is exhausted, a staff member with responsibilities in relation to a category of person set out in subclause (4) of this clause who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.

- (2) The sick leave shall initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous 3 years. In special circumstances, the Chief Executive Officer may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- (3) If required by the Chief Executive Officer, the staff member must establish, by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (4) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (a) the staff member being responsible for the care and support of the person concerned; and
  - (b) the person concerned being:
    - (i) a spouse of the staff member; or
    - (ii) a defacto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
    - (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 and legal guardian), grandparent, grandchild or sibling of the staff member or of spouse or of defacto spouse of the staff member; or
    - (iv) a same sex partner who lives with the staff member as the defacto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:

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

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

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

#### **45. Maternity Leave**

- (1) A staff member who is pregnant shall, subject to this clause, be entitled to be granted maternity leave as follows:
  - (a) for a period up to 14 weeks prior to the expected date of birth; and
  - (b) for a further period of up to 12 months after the actual date of birth.
- (2) A staff member who has been granted maternity leave may, with the permission of the Chief Executive Officer, take leave after the actual date of birth:
  - (a) full-time for a period of up to 12 months; or
  - (b) part-time for a period of up to 2 years; or
  - (c) as a combination of full-time and part-time over a proportionate period of up to 2 years.
- (3) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

- (4) A staff member who resumes duty from maternity leave as approved by the Chief Executive Officer shall be entitled to resume duty in the position occupied by her immediately before the commencement of maternity leave, if the position still exists.
- (5) If the position occupied by the staff member immediately prior to maternity leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
- (6) A staff member who:
- (a) applied for maternity leave within the time and in the manner determined by the Chief Executive Officer; and
  - (b) prior to the expected date of birth, completed not less than 40 weeks' continuous service,
- shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks at full pay or 28 weeks at half pay.
- (7) A staff member who:
- (a) becomes pregnant and wishes to take maternity leave; and
  - (b) within the past 24 months has taken maternity leave for an earlier pregnancy; and
  - (c) applies for maternity leave within the time and in the manner determined by the Chief Executive Officer; and
  - (d) prior to the expected date of birth, has completed not less than 40 weeks' continuous service,
- shall be paid at her ordinary rate of pay for a period not exceeding 14 weeks at full pay or 28 weeks at half pay.
- Under this clause, payment of maternity leave shall be calculated on the hours worked by the staff member prior to the earlier period of maternity leave taken, even if the staff member has reduced her hours of work upon returning to work after the earlier pregnancy.
- (8) Except as provided in this clause, maternity leave shall be granted without pay.
- (9) Employees entitled to maternity leave shall also have an additional entitlement as set out in Appendix A.

#### **46. Parental Leave**

- (1) Parental leave is available to a staff member who applies for leave to look after their child or children. Parental leave applies as follows:
- (a) short parental leave is an unbroken period of up to one week on full pay or two weeks on half pay at the time of the birth of the child or other 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;
  - (b) extended parental leave is for a period not exceeding 12 months, less any short parental leave already taken by the staff member as provided for in this subclause.
- (2) Extended parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- (3) A staff member who has been granted parental leave may, with the permission of the Chief Executive Officer, take such leave:



- (a) full-time for a period not exceeding 12 months; or
  - (b) part-time over a period not exceeding 2 years; or
  - (c) partly full-time and partly part-time over a proportionate period of up to 2 years.
- (4) A staff member who resumes duty immediately on the expiration of parental leave shall:
- (a) if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
  - (b) if the position occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position.
- (5) Parental leave shall be granted without pay other than in the circumstances set out at subclauses (1)(a) and (6) of this clause, unless the staff member elects to take accrued recreation or extended leave in respect of some or all of the period of parental leave.
- (6) A staff member who:
- (a) applied for parental leave within the time and in the manner determined by the Chief Executive Officer; and
  - (b) prior to the expected date of birth or taking of custody, completed not less than 40 weeks' continuous service,
- shall be paid the ordinary rate of pay for a period not exceeding 1 week at full pay or 2 weeks at half pay or the period of parental leave taken, whichever is the lesser period.
- (7) Employees entitled to parental leave shall also have an additional entitlement as set out in Appendix A .

#### **47. Adoption Leave**

- (1) A staff member adopting a child and who will be the primary care giver shall be entitled to be granted adoption leave:
- (a) for a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
  - (b) for such period, not exceeding 12 months on a full-time basis, as the Chief Executive Officer may determine, if the child has commenced school at the date of the taking of custody.
- (2) A staff member who has been granted adoption leave may, with the permission of the Chief Executive Officer, take leave:
- (a) full-time for a period not exceeding 12 months; or
  - (b) part-time over a period not exceeding 2 years; or
  - (c) partly full-time and partly part-time over a proportionate period of up to 2 years.
- (3) Adoption leave shall commence on the date that the staff member takes custody of the child concerned, whether that date is before or after the date on which a court makes an order for the adoption of the child by the staff member.
- (4) A staff member who resumes duty immediately on the expiration of adoption leave shall:

- (a) if the position occupied by the staff member immediately before the commencement of that leave still exists, be entitled to be placed in that position; or
  - (b) if the position so occupied by the staff member has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed, to a position of the same grade and classification as the staff member's former position.
- (5) A staff member who will be the primary care giver from the date of taking custody of the adopted child shall be entitled to payment at full pay for a period of 14 weeks of adoption leave or at half pay for 28 weeks of adoption leave or the period of adoption leave taken, whichever is the lesser period if the staff member:
- (a) applied for adoption leave within the time and in the manner determined by the Chief Executive Officer; and
  - (b) prior to the commencement of adoption leave, completed not less than 40 weeks' continuous service.
- (6) Except as provided in subclause (5) of this clause, adoption leave shall be granted without pay.
- (7) Special Adoption Leave

A staff member shall be entitled to special adoption leave without pay for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against annual leave, long service leave, agreed absences or family and community service leave.

- (8) Employees entitled to adoption leave shall also have an additional entitlement as set out in Appendix A .

#### **48. Family and Community Service Leave**

- (1) The Chief Executive Officer shall, in the case of emergencies or in personal or domestic circumstances, grant to a staff member some or all of the available family and community service leave on full pay.
- (2) Such cases may include but not be limited to the following:
- (a) compassionate grounds such as the death or illness of a close member of the family or a member of the staff member's household;
  - (b) 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;
  - (c) emergency or weather conditions such as when flood, fire or snow threaten property and/or prevent a staff member from reporting for duty;
  - (d) other personal circumstances such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;
  - (e) attendance at court by a staff member to answer a charge for a criminal offence, if the Chief Executive Officer considers the granting of family and community service leave to be appropriate in a particular case;
  - (f) staff members who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games);
  - (g) staff who hold office in Local Government other than as a Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council, to attend meetings, conferences or other duties associated with that office where those duties necessitate absence during normal working hours

- (3) The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to a staff member shall be the greater of the leave provided in paragraphs (a) or (b) of this subclause.
  - (a) 2.5 working days in the staff member's first year of service and, on completion of the first year's service, 5 working days in any period of 2 years; or
  - (b) After the completion of 2 years' continuous service, the available family and community service leave is determined by allowing 1 day's leave for each completed year of service less the total amount of short leave or family and community service leave previously granted to the staff member.
- (4) If available family and community service leave is exhausted as a result of natural disasters, the Chief Executive Officer shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person defined in subclause (4) of clause 44 Sick Leave to Care for a Family Member, 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.
- (5) In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with subclause (2) of clause 44 Sick Leave to Care for a Family Member shall be granted when paid family and community service leave has been exhausted.

#### **49. Observance of Essential Religious Or Cultural Obligations**

- (1) A staff member of:
  - (a) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
  - (b) any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,  
  
may be granted recreation/extended leave to credit, agreed absences or leave without pay to do so.
- (2) Provided adequate notice as to the need for leave is given by the staff member to Landcom and it is operationally convenient to release the staff member from duty, the Chief Executive Officer must grant the leave applied for by the staff member in terms of this clause.
- (3) A staff member of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the Chief Executive Officer, subject to:
  - (a) adequate notice being given by the staff member; and
  - (b) prior approval being obtained by the staff member; and
  - (c) the time off being made up in the manner approved by the Chief Executive Officer.
- (4) Notwithstanding the provisions of subclauses (1), (2) and (3) of this clause, arrangements may be negotiated between Landcom and the Association in terms the Local Arrangements clause of this award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

#### **50. Long Service Leave**

- (1) Entitlement to Long Service Leave

- (a) A staff member shall be entitled to long service leave after a certain period of service. Subject to this clause, a staff member is entitled:
- (i) after service for 10 years, to leave for 2 months on full pay or 4 months on half pay or 1 month on double pay, and
  - (ii) after service in excess of 10 years, to:
    1. leave as provided by subparagraph (i), and
    2. in addition, an amount of leave proportionate to the staff member's length of service after 10 years, calculated on the basis of 5 months on full pay or 10 months on half pay or 2 and one half months on double pay, for 10 years served after service for 10 years.
- (b) A staff member shall be entitled to pro rata long service leave at the accrual rates set out in subclause (1)(a)(i) of this clause after service for 7 years.
- (c) From 1 January 2005, a period of long service leave shall be exclusive of public holidays that fall during the period and such holidays shall be paid pursuant to the provisions of Clause 71, Public Holidays of this award and shall not be debited from a staff member's long service leave entitlement.
- (d) Long service leave taken at double pay shall be paid at full pay plus an equivalent taxable allowance, with the allowance not counting for the purposes of superannuation payments, and with 2 days of long service leave debited from a staff member's long service leave entitlement for each day of double pay leave taken.
- (e) Should a public holiday fall during a period of double pay long service leave, a day of long service leave shall be debited from a staff member's long service leave entitlement for each such public holiday
- (f) All leave entitlements that accrue whilst a staff member takes long service leave shall accrue at the full time rate whilst a staff member takes long service leave at double pay.
- (g) For the purpose of calculating the entitlement of a person to long service leave under this clause at any time:
- (i) service referred to in this clause includes service before the commencement of this award, and
  - (ii) there must be deducted from the amount of long service leave to which, but for this subparagraph, that person would be entitled:
    1. any long service leave, or leave in the nature of long service leave, and
    2. the equivalent, in long service leave, of any benefit instead of long service leave or leave in the nature of long service leave, taken or received by that person before that time, including any such leave taken, or benefit received, by that person in accordance with the Public Service (Amendment) Act 1919 as in force at any time, and
  - (iii) the provisions of the Transferred Officers Extended Leave Act 1961 have effect.
- (h) Nothing in paragraph (g) shall be regarded as authorising, in respect of the same period of leave taken or the same benefit received, a deduction under both paragraph (g)(ii) and section 3(7) of the Transferred Officers Extended Leave Act 1961.

- (i) If the services of a staff member with at least 5 years' service as an adult and less than 10 years' service are terminated:
- (i) by the Chief Executive Officer for any reason other than the staff member's serious and intentional misconduct, or
  - (ii) by the staff member on account of illness, incapacity or domestic or other pressing necessity,
- the staff member is entitled:
- (iii) for 5 years' service, to 1 month's leave on full pay, and
  - (iv) for service after 5 years, to a proportionate amount of leave on full pay calculated on the basis of 3 months' leave for 15 years' service (that service to include service as an adult and otherwise than as an adult).
- (j) For the purposes of paragraph (i), "service as an adult", in the case of a staff member employed to do any work for which the remuneration:
- (i) has been fixed by an award of the Commonwealth:
    - 1. made under the Conciliation and Arbitration Act 1904 of the Commonwealth, or
    - 2. made under the Industrial Relations Act 1996, or
  - (ii) has been fixed by an industrial agreement or enterprise agreement made in accordance with or registered under either of those Acts or an agreement or determination made in accordance with the Public Sector Employment and Management Act 2002,
- means the period of service during which the remuneration applicable to the staff member was at a rate not lower than the lowest rate fixed under the award, industrial agreement, agreement or determination for an adult male or adult female in the same trade, classification, calling, group or grade as the staff member.
- (k) For the purposes of paragraph (a), service includes:
- (i) service under the Teaching Services Act 1980, and
  - (ii) service as an administrative officer under the Police Service Act 1990, and
  - (iii) any period of leave without pay taken before the commencement of the Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963, and
  - (iv) in the case of a staff member who has completed at least 10 years' service - any period of leave without pay, not exceeding 6 months, taken after that commencement.
- (l) For the purpose of determining whether or not a staff member has completed at least 10 years' service, the staff member's period of service shall be taken:
- (i) to include any period of leave without pay taken before the commencement of the Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963, and
  - (ii) to exclude any period of leave without pay taken after that commencement.
- (m) For the purposes of paragraph (i), "service" does not include any period of leave without pay whether taken before or after the commencement of the Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963.

## (2) Gratuity Payment

- (a) A staff member who has acquired a right to long service leave with pay under this award is entitled, immediately on the termination of the staff members' services, to be paid instead of that leave the money value of the long service leave as a gratuity in addition to any gratuity to which the staff member may be otherwise entitled.
- (b) Any pension to which any such staff member is entitled under the Superannuation Act 1916 commences from and including the date on which the staff members' long service leave, if taken, would have commenced.
- (c) Any staff member may elect, on termination of the staff members' services, to be paid the money value of long service leave under this clause or may elect to have the Transferred Officers Extended Leave Act 1961 apply to the periods of service for which the leave has accrued.

## (3) Payment Where Eligible Staff Members have Died

- (a) If an staff member has acquired a right under this award to long service leave with pay and dies before starting it, or after starting it dies before completing it:
  - (i) the widow or widower of the staff member, or
  - (ii) if there is no such widow or widower, the children of the staff member, or
  - (iii) if there is no such widow, widower or children, the person who, in the opinion of the Chief Executive Officer, was, at the time of the staff member's death, a dependent relative of the staff member,

is entitled to receive the money value of the leave not taken, or not completed, computed at the rate of salary that the staff member received at the time of his or her death, less any amount paid to the staff member in respect of the leave not taken, or not completed.

- (b) If a staff member with at least 5 years' service as an adult and less than 10 years' service as referred to in this clause dies:
  - (i) the widow or widower of the staff member, or
  - (ii) if there is no such widow or widower, the children of the staff member, or
  - (iii) if there is no such widow, widower or children, the person who, in the opinion of the Chief Executive Officer, was, at the time of the death of the staff member, a dependent relative of the staff member,

is entitled to receive the money value of the leave which would have accrued to the staff member had his or her services terminated as referred to in this clause, computed at the rate of salary that the staff member was receiving at the time of his or her death.

- (c) If there is a guardian of any children entitled under this clause, the payment to which those children are entitled may be made to that guardian for their maintenance, education and advancement.
- (d) If there is no person entitled under this clause to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to a staff member, payment in respect of that leave must be made to the staff member's personal representatives.
- (e) Any payment under this clause is in addition to any payment due under any Act under which superannuation benefits are paid.

- (f) If payment of the money value of leave has been made under this award, the Landcom ceases to be liable for payment of any amount in respect of that leave.
- (4) Long Service Leave for Temporary Employees
- (a) In this clause, a reference to a staff member includes a reference to a temporary staff member.
  - (b) If the period of leave to which a temporary staff member is entitled under this clause exceeds the period for which the temporary staff member is employed under this award, the balance of that period of leave may be granted during subsequent periods of employment with Landcom if each subsequent period of employment commences on the termination of a previous period of employment with Landcom.

### **51. Leave Without Pay**

- (1) The Chief Executive Officer may grant leave without pay to a staff member if good and sufficient reason is shown.
- (2) Leave without pay may be granted on a full-time or a part-time basis.
- (3) Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member shall be paid for any proclaimed public holidays falling during such leave without pay .
- (4) Where a staff member is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- (5) A staff member who has been granted leave without pay, shall not engage in private employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Chief Executive Officer.
- (6) A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- (7) No paid leave shall be granted during a period of leave without pay.

### **52. Military Leave**

- (1) During the period of 12 months commencing on 1 July each year, the Chief Executive Officer may grant to a staff member who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction conducted by the staff member's unit.
- (2) Up to 24 working days military leave per year may be granted by the Chief Executive Officer to members of the Naval and Military Reserves and up to 28 working days per year to members of the Air Force Reserve for the activities specified in subclause (1) of this clause.
- (3) At the expiration of military leave, the staff member shall furnish to the Chief Executive Officer a certificate of attendance signed by the commanding officer or other responsible officer.

### **53. Special Leave**

The Chief Executive Officer shall consider applications for special leave, and where appropriate, shall approve such leave as determined on a case by case basis.

- (1) Special Leave for Jury Service

- (a) A staff member shall, as soon as possible, notify the Chief Executive Officer of the details of any jury summons served on the staff member.
- (b) A staff member who, during any period when required to be on duty, attends a from jury service, furnish to the Chief Executive Officer a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any such period and the details of any payment or payments made to the staff member under section 72 of the Jury Act 1977 in respect of any such period.
- (c) When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the Chief Executive Officer shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Chief Executive Officer shall grant, at the sole election of the staff member, available recreation leave on full pay, agreed absences or leave without pay.

(2) Witness at Court in an Official Capacity

- (a) When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty.
- (b) Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at Court as a witness in an official capacity shall be paid by the Corporation.

(3) Witness at Court in Other than an Official Capacity as a Crown Witness

A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:

- (a) be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- (b) pay to Landcom all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.

(4) Called as a Witness in a Private Capacity

A staff member who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available recreation leave on full pay or leave without pay.

(5) Examinations

- (a) Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the Chief Executive Officer.
- (b) Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.

(6) Return Home When Temporarily Living Away from Home

- (a) Sufficient special leave shall be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member shall be granted sufficient special leave once a month, before or after a weekend or a long weekend, to return home to spend two days and two nights with the family.



- (b) If the staff member wishes to return home more often, such staff member may be granted recreation leave, extended leave or agreed absence to credit or leave without pay, if the operational requirements allow.

(7) Return Home When Transferred to New Location

Special leave shall be granted to a staff member who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Officers Compensation) Award.

(8) National Aborigines and Islander Day of Commemoration Celebrations

A staff member who identifies as an Aborigine or a Torres Strait Islander may be granted up to one day's special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations.

(9) Other Purposes

Special leave on full pay for other purposes may be granted to staff members at the discretion of the Chief Executive Officer.

#### **54. Staff Development, Training Activities and Study Assistance**

The Chief Executive Officer shall grant or refuse applications for staff development and training and/or study time and/or any reimbursement of fees in accordance with arrangements and criteria established in the Landcom Training and Development Policy.

#### **55. Exchanges**

- (1) The Chief Executive Officer may arrange staff member exchanges with other organisations both public and private, if the Corporation or the staff member will benefit from additional training and development which is intended to be used in the carrying out of the Corporation's business.
- (2) The conditions applicable to staff members who participate in exchanges will be determined by the Chief Executive Officer according to the individual circumstances in each case.

#### **56. Relocation Package**

Negotiated benefits for staff members required by Landcom to relocate will be agreed with individual staff members prior to relocation. The benefits will be equal to, or better than, the current provisions of the Crown Employees (Transferred Officers' Compensation) Award.

The package of variable individually negotiated benefits will be established to compensate for the expenses and associated dislocation experienced by staff members as a result of relocating from one residential location to another residential location as a necessary consequence of promotion, transfer (for other than disciplinary reasons) or staff exchange to a new work location.

The scope of the package must be defined in broad terms at the time of acceptance of the new position.

#### **57. Termination of Employment**

A full time staff member shall give Landcom 10 working days notice prior to resigning from employment. A period of notice is inclusive of Public Holidays.

Notwithstanding the provisions of this clause, the Chief Executive Officer may accept a shorter period of notice or waive the requirement for a period of notice or pay out a period of notice.

The provisions of this clause apply to part time staff members on a pro-rata basis.

### **58. Working from Home**

The Chief Executive Officer may approve applications by staff members to work from home on a temporary, fixed term, or regular basis in accordance with arrangements and criteria as established in the Landcom Working from Home Policy.

### **59. Private Employment**

The Chief Executive Officer may approve applications by staff members to undertake private employment on a temporary, fixed term, or regular basis in accordance with arrangements and criteria as established in Landcom's Private Employment policy.

### **60. Management of Displaced Staff Members**

- (1) Where changes in the workplace result in staff members becoming displaced, Landcom will endeavour to find a permanent placement for such staff members at Landcom.
- (2) Staff members who are declared to be displaced as a result of workplace change shall be entitled, as a minimum, to the entitlements set out in the relevant NSW Government Policy as amended from time to time.
- (3) The Chief Executive Officer may approve applications by staff members for assistance under the Landcom Job Assist Scheme in accordance with arrangements and criteria as established in Landcom's Job Assist Scheme policy.

### **61. Child Care Arrangements**

Landcom shall consult with the Association during the life of the award on the development of child care arrangements based on the Family Day Care Scheme.

### **62. Performance Management**

- (1) Performance Management System
  - (a) The Landcom Performance Management System and associated policy shall be used to identify, develop and evaluate each staff member's work performance and development needs in relation to achieving the key results for each position in compliance with the overall Landcom Strategic Plan, Business Plans and the performance criteria agreed upon for each staff member.
  - (b) Formal appraisals under the Performance Management System shall also be used to assess incremental progression to the next salary point within each salary level.
  - (c) Incremental progression is not an automatic annual entitlement. It is subject to satisfactory performance as recommended and documented by the supervisor in accordance with the Landcom Performance Management System.
  - (d) The salary and performance of each staff member shall normally be reviewed annually.
  - (e) Supervisors may complete additional formal appraisals within this annual cycle.
  - (f) Where the result of the annual review shows the result of "unsatisfactory" performance, the supervisor shall take the necessary steps to address the performance problems in consultation with the staff member.
  - (g) If performance problems cannot be satisfactorily resolved through undertaking reasonable measures then, as a last resort, commencement of disciplinary action shall begin in accordance with clause 63, Unsatisfactory Performance or Misconduct of this award.

(2) Accelerated Progression

The Chief Executive Officer may decide on accelerated progression through the salary points within the relevant Level shown in the salaries schedule at Appendix B of this award for staff members who are formally assessed to perform at the highest of the five levels available under the Landcom Performance Management System.

### 63. Unsatisfactory Performance Or Misconduct

- (1) The Chief Executive Officer shall deal with cases of unsatisfactory performance or misconduct in accordance with arrangements and procedures as established in the Landcom Unsatisfactory Performance or Misconduct policy.
- (2) If criminal charges have been laid or a complaint made to a body such as the Independent Commission Against Corruption or the Anti-Discrimination Board, the Chief Executive Officer shall consider whether the matter should be pursued through other means.
- (3) Remedies available to the Chief Executive Officer include summary dismissal for proven serious and wilful misconduct.

### 64. 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.
  - (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."

**65. Association Activities**

## (1) "On duty" Activities

An Association delegate will be released from the performance of normal Landcom duty in respect of activities specified below and will not be required to apply for leave:

- (a) Attendance at meetings of the workplace's Occupational Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Occupational Health and Safety Committee members at a place of work as provided for in the Occupational Health and Safety Act 2000 and the Regulations;
- (b) Attendance at meetings with workplace management or workplace management representatives;
- (c) A reasonable period of preparation time, before-
  - (i) meetings with management;
  - (ii) disciplinary or grievance meetings when a Association member requires the presence of an Association delegate; and
  - (iii) any other meeting with management.by agreement with management, where operational requirements allow the taking of such time;
- (d) Giving evidence in court on behalf of the employer;
- (e) Appearing as a witness before the Government and Related Employees Appeal Tribunal; and
- (f) Representing the Association at the Government and Related Employees Appeal Tribunal as an advocate or as a Tribunal Member.

## (2) Special Leave Activities

The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:

- (a) annual or biennial conferences of the Association;
- (b) meetings of the Association's Executive, Committee of Management or Councils;
- (c) annual conference of the Labor Council of NSW and the biennial Congress of the Australian Council of Trade Unions;
- (d) attendance at meetings called by the Labor Council of NSW involving the Association, which require attendance of a delegate;
- (e) giving evidence before an Industrial Tribunal as a witness for the Association;
- (f) reasonable travelling time to and from conferences or meetings to which the provisions of subclauses (a), (b) and (c) of this clause apply.

## (3) Training Courses

- (a) Accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members will attract the grant of special leave. The provider(s) of accredited OH&S training courses, and the conditions on which special leave for such courses

will be granted, shall be negotiated between the Chief Executive Officer and the Association under a local arrangement pursuant to clause 6 Local Arrangements.

- (b) Special leave will be granted Association members for attendance at courses organised and conducted by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
- (c) the operating requirements of Landcom permitting the grant of leave and the absence not requiring employment of relief staff members;
  - (i) payment being at the ordinary time rate, ie excluding extraneous payments such as shift allowances, penalty rates or overtime;
  - (ii) all travelling and associated expenses being met by the staff member or the Association;
  - (iii) attendance at the relevant training course being confirmed, in writing, by the Association or a nominated training provider.

(4) Period of Notice

The Chief Executive Officer must be notified in writing by the Association or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other relevant activity is known.

#### **66. Access to Facilities**

Landcom shall provide accredited Association delegates with reasonable access to the following facilities for authorised Association activities:

- (1) telephone, facsimile and, where available, E-mail facilities;
- (2) a notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
- (3) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

#### **67. Right of Entry**

The right of entry provisions shall be as prescribed under the Occupational Health and Safety Act 2000 and the Industrial Relations Act 1996.

#### **68. Industrial Action**

- (1) Provisions of the Industrial Relations Act 1996 shall apply to the right of union members to take lawful industrial action.
- (2) There will be no victimisation of staff members prior to, during or following such industrial action.

#### **69. Technological Change**

Landcom shall consult with the Association prior to the introduction of significant technological change(s).

#### **70. Association Deductions**

- (1) At the election of the staff member, the Chief Executive Officer shall provide for the staff member's Association membership fees to be deducted from the staff member's pay and ensure that such fees are transmitted to the Association at fortnightly intervals by Electronic Funds Transfer (EFT).

- (2) The Association shall advise Landcom of any change to the amount of fortnightly membership fees made under its rules at least one month before such changes are to take effect.

### 71. Public Holidays

- (1) Unless directed to attend for duty by the Chief executive Officer, a staff member is entitled to be absent from duty on any day which is:
- (a) a public holiday throughout the State; or
  - (b) a local holiday in that part of the State at or from which the staff member performs duty; or
  - (c) a day in the same fortnight in which Christmas Day and New Year's Day occur, determined by the Chief Executive Officer as a public holiday for Landcom staff members.
- (2) A staff member, who is required by the Chief Executive Officer to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- (3) If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

### 72. Community Language Allowance

Staff members who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such staff members are not employed as interpreters and translators or employed in positions where particular language skills are an integral part of the essential requirements of the position shall be paid an allowance as specified at Item 6 of the Monetary Rates Table of this award.

### 73. No Extra Claims

This award is made on the basis that there will be no further claims in relation to salaries or conditions of employment during the nominal term of this award.

### 74. Flexible Work Practices

Staff members and Landcom may make use of the flexible work practices outlined in the Public Employment Office document "Flexible Work Practices - Policy and Guidelines".

The flexible work practices include:

Title	Brief Description
1. Part time work	Part time work is work that involves less than the weekly hours for the job.
2. Job sharing	Job sharing is an arrangement whereby one job is shared between part-time staff members.
3. Part time leave without pay	Part-time leave without pay allows staff members currently working full-time to work part-time, with leave without pay for the balance of full-time hours.
4. Career break scheme	This scheme is available for purposes such as extending parental leave, study, travel, personal and professional development, alternative employment and voluntary work.

- |                             |   |
|-----------------------------|---|
| 5. Part year employment     | This option allows staff members to take a number of weeks unpaid leave in addition to their annual entitlement to recreation leave. Salary is paid for weeks worked, and for recreation leave accrued, and the remaining weeks are unpaid. |
| 6. Variable year employment | This option allows staff members to take a period of unpaid leave after working for a pre-arranged period of time. Salary is paid for the time worked, and for recreation leave accrued, and the remaining time is unpaid.                  |
| 7. Working from home        | This option allows staff members to work at home for any or all of their usual hours of work, subject to the signing of an individual agreement to do so.   |

The use of these options will be in accordance with the relevant provisions outlined in the Public Employment Office document, "Flexible Work Practices - Policy and Guidelines". However, the use of these options requires agreement between the staff member, or potential staff member, and the relevant General Manager or their delegate.

For the purposes of this Clause the provisions of Clause 12, Hours of Work of this Award will apply, subject to the following exception:

By agreement between staff member(s) and their manager, the ordinary hours of work may extend beyond the span of 7.30 am to 6.00 pm, Monday to Friday.

The provisions of Clause 7, Dispute Resolution are available to resolve any disputes arising under the terms of this Clause.

### **75. Secure Employment**

(1) Objective of this Clause

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

(2) Casual Conversion

- (a) A casual employee engaged by Landcom 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.
- (b) Landcom shall give a casual employee notice in writing of the provision 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 Landcom fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph (2)(a), upon receiving notice under paragraph (2)(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to Landcom 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, Landcom shall consent to or refuse the election, but shall not unreasonably so refuse. Where Landcom 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.

- (d) Any casual employee who does not, within four weeks of receiving written notice from Landcom, 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.
- (e) 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 Landcom.
- (f) 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 (2)(c), Landcom and the employee shall, in accordance with this paragraph, and subject to paragraph (2)(c), discuss and agree upon:
  - (i) Whether the employee will convert to full-time or part-time employment; and
  - (ii) 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 Landcom and the employee.

- (g) Following an agreement being reached pursuant to paragraph (f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangement 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.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

#### **76. Occupational Health and Safety**

- (a) For the purpose of this subclause, the following definitions shall 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 "contact 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 specific 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) Landcom when engaging a labour hire business and/or a contract business to perform work wholly or partially on Landcom's premises shall 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 for such employees to perform their jobs 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 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.

#### 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.

#### 77. Monetary Rates Table

Item No.	Clause No.	Summary Description of Allowances	Amount from 25 July 2008	Amount from 1 July 2009
1	21	Capital cities and high cost country centres (see list below)		[ATO rates for 2009-2010]
		Breakfast Allowance	\$21.10	
		Evening Meal Allowance	\$40.65	
		Lunch Allowance	\$23.65	
		Capital Cities		
		Adelaide		
		Brisbane		
		Canberra		
		Darwin		
		Hobart		
		Melbourne		
		Perth		
		Sydney		
		High Cost country centres		
		Alice Springs (NT)		
		Ballarat (Vic)		
		Broken Hill (NSW)		
		Broome (WA)		
		Burnie (Tas)		
		Cairns (Qld)		
		Christmas Island		
		Cocos (Keeling) Islands		
		Dampier (WA)		
		Derby (WA)		
		Devonport (Tas)		

		<p>Exmouth (WA)                  Gold Coast (Qld)                  Geelong (Vic)                  Halls Creek (WA)                  Horn Island                  Jabiru (NT)                  Kalgoorlie (WA)                  Karratha (WA)                  Katherine (NT)</p>		
		<p>Kununurra (WA)                  Launceston (Tas)                  Maria (SA)                  Newcastle (NSW)                  Newman (WA)                  Nhulunbuy (SA)                  Norfolk Island                  Paraburdoo (WA)                  Pt Hedland (WA)                  Roebourne (WA)                  Thursday Island                  Tom Price (WA)                  Wagga Wagga (NSW)                  Weipa (Qld)                  Wilpena (SA)                  Wollongong (NSW)                  Wyndham (WA)                  Yulara (NT)</p> <p>Other country centres</p> <p>Breakfast Allowance                  Evening Meal Allowance                  Lunch Allowance</p>	<p>\$18.85                  \$37.15                  \$21.55</p>	<p>[ATO rates for                  2009-2010]</p>
2	22(3)	<p>Use of private motor vehicle during                  work related duties</p> <p>Official business rate:                  Engine Capacity</p> <p>over 2700cc                  1600-2700cc                  under 1600cc</p> <p>Casual rate:                  Engine Capacity</p> <p>over 2700cc                  1600-2700cc                  under 1600cc</p>	<p>Rate per km</p> <p>70 cents                  69 cents                  58 cents</p> <p>28 cents                  27.6 cents                  23.2 cents</p>	<p>[ATO rates for                  2009-2010]</p> <p>[ATO rates for                  2009-2010]</p>
3	24(1)	<p>First Aid allowance:</p> <p>a) Holder of a current First Aid                  Certificate and designated First Aid                  Officer</p> <p>b) Holder of a Current Occupational                  First Aid Certificate and designated                  First Aid Officer</p>	<p>\$ per annum</p> <p>693.00                  1042.00</p>	<p>721.00                  1084.00</p>

4	29(4)	On call allowance	76 cents per hour	79 cents per hour
5	31(4)	Overtime meal allowance: Breakfast Allowance Lunch Allowance Dinner Allowance	\$23.60 \$23.60 \$23.60	[ATO rates for 2009-2010]
6	67	Community Language Allowance	\$1077.00 per annum	\$1120.00 per annum
7	24A(1) 24A(2)	Weekend and Public Holiday Allowance Work on 3 of 4 weekends Work on 2 of 4 weekends	\$ per annum 10540.00 7026.00	10961.00 7307.00

#### APPENDIX A

- (1) Refer to the Industrial Relations Act 1996 (NSW). The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).
- (2) Landcom must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- The employee or employee's spouse is pregnant; or
  - The employee is or has been immediately absent on parental leave.
- The rights of Landcom in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
- (3) Right to request
- An employee entitled to parental leave may request Landcom to allow the employee:
    - To extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
    - To extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
    - 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.
  - Landcom 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 Landcom's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
  - Employee's request and Landcom's decision to be in writing.
- The employee's request and Landcom's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.
- Request to work part-time

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

(4) Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, Landcom 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 Landcom 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 Landcom of changes of address or other contact details which might affect Landcom's capacity to comply with paragraph (a).

## APPENDIX B

### Salary Schedule

Landcom Officer classification	From 25 July 2008	From 1 July 2009
Officer	\$ per annum	\$ per annum
Level 1 Salary point 1	39,803	41,395
Level 1 Salary point 2	42,314	44,007
Level 1 Salary point 3	44,176	45,943
Level 1 Salary point 4	46,273	48,124
Level 2 Salary point 5	49,748	51,738
Level 2 Salary point 6	51,658	53,724
Level 2 Salary point 7	54,049	56,211
Level 3 Salary point 8	56,757	59,027
Level 3 Salary point 9	59,161	61,527
Level 3 Salary point 10	62,111	64,595
Level 4 Salary point 11	65,699	68,327
Level 4 Salary point 12	68,329	71,062
Level 4 Salary point 13	72,500	75,400
Management		
Level 5 Salary point 14	78,555	81,697
Level 5 Salary point 15	82,668	85,975
Level 5 Salary point 16	86,688	90,156
Level 6 Salary point 17	91,980	95,659
Level 6 Salary point 18	95,602	99,426
Level 6 Salary point 19	99,549	103,531
Level 7 Salary point 20	104,634	108,819

Level 7 Salary point 21	109,189	113,557
Level 7 Salary point 22	115,114	119,719
Senior Management		
Level 8 Salary point 23	124,923	129,920
Level 8 Salary point 24	130,425	135,642
Level 8 Salary point 25	136,611	142,075
Level 9 Salary point 26	136,886	142,361
Level 9 Salary point 27	146,537	152,398
Level 10 Salary point 28	151,441	157,499
Level 10 Salary point 29	166,239	172,889

M. SCHMIDT *J*

---

Printed by the authority of the Industrial Registrar.

**MECHANICAL OPTICIANS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete subclause (v) of clause 4, Wages of the award published 2 March 2001 (322 I.G. 796), and insert in lieu thereof the following:
  - (v) The rates of pay in this award include the adjustments payable under the State Wage Case of 2009. These adjustments may be offset against:
    - (a) Any equivalent over Award payments, and/or
    - (b) Award wage increases since 29 May 1991 other than safety net, Stage Wage Case and minimum rates adjustments."
2. Delete Schedule A - Rates of Pay and Allowances, and insert in lieu thereof the following:

**SCHEDULE A****Rates of Pay and Allowances****PART 1****Rates of Pay**

Optical Worker	2008 SWC Effective 27/03/09 4%	2009 SWC Effective 27/03/10 2.8% \$
1	557.20	572.80
2	576.50	592.60
3	610.90	628.00
4	619.20	636.50

Optical Mechanic	2008 SWC Effective 27/03/09 4% \$	2009 SWC Effective 27/03/10 2.8% \$
1	669.60	688.30
2	685.60	704.80
3	698.50	718.00

Un-Apprenticed Juniors	Percentage of Optical Worker 2 %
16 years and under	34
17 years	43.5
18 years	55
19 years	68
20 years	81

Apprentice % of Optical Mechanic	2008 SWC Effective 27/03/09 \$669.60 \$	2009 SWC Effective 27/03/10 \$688.30 \$
1st year 42%	281.25	289.10
2nd year 55%	368.30	378.55
3rd year 75%	502.20	516.20
4th year 88%	589.25	605.70

## PART 2

### ALLOWANCES

Clause No.	Clause Title	Description	Previous Amount 27/03/09 4% \$	2009 SWC Effective 27/03/10 2.8% \$
4(iii)	Wages - Charge Hands	Not Less than 2 employees and not more than 10 employees	22.90	23.50
		More than 10 employees but not more than 20 employees	34.30	35.30
		In charge of more than 20 employees	43.80	45.00
9(ii)	Overtime	Meal Allowance	10.90	11.45
24(ix)	General Conditions	First Aid Allowance	9.45	9.70

3. This variation shall take effect from the first full pay period to commence on or after 27 March 2010.

E. A. R. BISHOP, Commissioner

**METAL TRADES (TRAINING WAGE) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete subclause (d), of clause 7, Wages, of the award published 19 October 2001 (328. I.G. 1045) and insert in lieu thereof the following:
  - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Weekly Rates - Industry/Skill Level A**

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

	Highest year of schooling completed					
	Year 10 2008 SWC eff. 31.3.09 \$	Year 10 2009 SWC \$	Year 11 2008 SWC eff. 31.3.09 \$	Year 11 2009 SWC \$	Year 12 2008 SWC eff. 31.3.09 \$	Year 12 2009 SWC \$
School leaver	246.00	253.00	271.00	279.00	326.00	335.00
Plus 1 year out of school	271.00	279.00	326.00	335.00	379.00	390.00
Plus 2 years	326.00	335.00	379.00	390.00	441.00	453.00
Plus 3 years	379.00	390.00	441.00	453.00	504.00	518.00
Plus 4 years	441.00	453.00	504.00	518.00	504.00	518.00
Plus 5 years or more	504.00	518.00	504.00	518.00	504.00	518.00

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



**Table 2 - Weekly Rates - Industry/Skill Level B**

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

	Highest year of schooling completed					
	Year 10 2008 SWC eff. 31.3.09 \$	Year 10 2009 SWC \$	Year 11 2008 SWC eff. 31.3.09 \$	Year 11 2009 SWC \$	Year 12 2008 SWC eff. 31.3.09 \$	Year 12 2009 SWC \$
School leaver	246.00	253.00	271.00	279.00	315.00	324.00
Plus 1 year out of school	271.00	279.00	315.00	324.00	363.00	373.00
Plus 2 years	315.00	324.00	363.00	373.00	426.00	438.00
Plus 3 years	363.00	373.00	426.00	438.00	486.00	500.00
Plus 4 years	426.00	438.00	486.00	500.00	486.00	500.00
Plus 5 years or more	486.00	500.00	486.00	500.00	486.00	500.00

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

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

Where the accredited training course and work performed are for the purpose of generative skills which have been defined for work at Skill Level C.

	Highest year of schooling completed					
	Year 10 2008 SWC eff. 31.3.09 \$	Year 10 2009 SWC \$	Year 11 2008 SWC eff. 31.3.09 \$	Year 11 2009 SWC \$	Year 12 2008 SWC eff. 31.3.09 \$	Year 12 2009 SWC \$
School leaver	246.00	253.00	271.00	279.00	312.00	321.00
Plus 1 year out of school	271.00	279.00	312.00	321.00	352.00	362.00
Plus 2 years	312.00	321.00	352.00	362.00	392.00	403.00
Plus 3 years	352.00	362.00	392.00	403.00	439.00	451.00
Plus 4 years	392.00	403.00	439.00	451.00	439.00	451.00
Plus 5 years or more	439.00	451.00	439.00	451.00	439.00	451.00

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

**Table 4 - Weekly Rates - Industry/Skill Level C**

	Year 11 2008 SWC eff. 31.3.09	Year 11 2009 SWC \$	Year 12 2008 SWC eff. 31.3.08	Year 12 2009 SWC \$
School based Traineeships skill Levels A, B, C	246.00	253.00	271.00	279.00

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

**Table 5 - Hourly Rates for Trainees Who have Left School**

SKILL LEVEL A	Year 10 2008 SWC eff. 31.3.09 \$	Year 10 2009 SWC \$	Year 11 2008 SWC eff. 31.3.09 \$	Year 11 2009 SWC \$	Year 12 2008 SWC eff. 31.3.09 \$	Year 12 2009 SWC \$
School leaver	8.11	8.34	8.93	9.18	10.71	11.01
Plus 1 year out of school	8.93	9.18	10.71	11.01	12.45	12.80
Plus 2 years	10.71	11.01	12.45	12.80	14.51	14.92
Plus 3 years	12.45	12.80	14.51	14.92	16.59	17.05
Plus 4 years	14.51	14.92	16.59	17.05	16.59	17.05
Plus 5 years or more	16.59	17.05	16.59	17.05	16.59	17.05
SKILL LEVEL B						
School leaver	8.11	8.34	8.93	9.18	10.37	10.66
Plus 1 year out of school	8.93	9.18	10.37	10.66	11.94	12.27
Plus 2 years	10.37	10.66	11.94	12.27	14.03	14.42
Plus 3 years	11.94	12.27	14.03	14.42	15.97	16.42
Plus 4 years	14.03	14.42	15.97	16.42	15.97	16.42
Plus 5 years or more	15.97	16.42	15.97	16.42	15.97	16.42
SKILL LEVEL C						
School leaver	8.11	8.34	8.93	9.18	10.26	10.55
Plus 1 year out of school	8.93	9.18	10.26	10.55	11.56	11.88
Plus 2 years	10.26	10.55	11.56	11.88	12.90	13.26
Plus 3 years	11.56	11.88	12.90	13.26	14.44	14.84
Plus 4 years	12.90	13.26	14.44	14.84	14.44	14.84
Plus 5 years or more	14.44	14.84	14.44	14.84	14.44	14.84

**Table 6 - Hourly Rates for School Based Traineeships**

	Year 11 2008 SWC eff. 31.3.08 \$	Year 11 2009 SWC \$	Year 12 2008 SWC eff. 31.3.09 \$	Year 12 2009 SWC \$
School based Traineeships skill Levels A, B, C	8.11	8.34	8.93	9.18

3. This variation shall take effect from the first full pay period commencing on and from 31 March 2010.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

**MILK TREATMENT, &c., AND DISTRIBUTION (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete clause 2, State Wage Case Adjustments, of the award published 11 April 2008 (365 I.G. 515) and insert in lieu thereof the following:

**2. State Wage Adjustments**

- (i) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
- (a) any equivalent over award payments, and/or
- (b) award wage 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:

**Table 1 - Wages**

Classification	Former Rate per week \$	SWC 2009 %	Total Rate per Week \$
Division A: Production Section			
Production Assistant	585.40	2.8	601.80
Plant Operator Grade 1	595.30	2.8	612.00
Plant Operator Grade 2	608.90	2.8	625.90
Plant operator Grade 3	628.90	2.8	646.50
Division B: Transport Section			
Milk Carter on rounds	625.20	2.8	642.70
Relief milk carter	627.80	2.8	645.40
Relief motor wagon driver	635.30	2.8	653.10
Fork lift driver	625.10	2.8	642.60
Tanker driver- 15,911 litres capacity or more	656.70	2.8	675.10
Tanker driver grader:			
Under 15,911 litres capacity	644.20	2.8	662.20
From 15,911 litres capacity	659.70	2.8	678.20
Drivers of motor wagons having a manufacturer's gross vehicle mass in tonnes:			
Up to 13,948	635.00	2.8	652.80
Over 13,948 and up to 15,468	636.90	2.8	654.70
Over 15,468 and up to 16,919	638.00	2.8	655.90
Over 16,919 and up to 18,371	641.20	2.8	659.20
Over 18,371 and up to 19,731	642.70	2.8	660.70
Over 19,731 and up to 21,092	643.70	2.8	661.70
Over 21,092 and up to 22,453	645.70	2.8	663.80

The minimum rate of wages for milk carters' assistants and boys on carts:			
Under 18 years of age	336.35	2.8	345.80
At 18 and under 19 years	412.70	2.8	424.30
At 19 and under 20 years	457.25	2.8	470.10
At 20 and under 21 years	481.35	2.8	494.80
The minimum rates of wages for an employee washing and filling bottles and all work in connection therewith and a junior laboratory employee:			
Under 18 years of age	349.10	2.8	358.90
At 18 and under 19 years	402.05	2.8	413.30
At 19 and under 20 years	461.50	2.8	474.40
At 20 and under 21 years	516.80	2.8	531.30

**Table 2 - Other Rates And Allowances**

Item No.	Clause No.	Brief Description	Former Amount Per week \$	New Amount Per week \$
1	6(i)	For drivers where the semi-trailer has:		
		A single axle	36.40	37.40
		Two axles	44.70	46.00
		More than two axles	52.20	53.70
2	6(iv)	Leading Hands:		
		In charge of more than 2 but not more than 10 employees	22.36	23.00
		In charge of more than 10 employees	28.45	29.20
3	6(v)	Charge Hands (per day)	6.14	6.30
4	6(vii)	First aid allowance (Per Week)	14.10	14.50
5	6(viii)	Forklift drivers engaged in the loading and/or unloading of trailers (per week)	7.65	7.90
6	6(ix)	Any employee in a Production Section classification required to move Vendors' vehicles (per day)	3.12	3.20
7	6(x)	Any employee in a Production Section who possesses a TAFE Advanced Certificate or Associate Diploma	18.83	19.30
8	6(xi)	Employees of Dairy Farmers Cooperative Ltd working in Cargon Vendor Distribution Depots in cold temperatures between 1 degree Celsius and 7 degrees Celsius (per hour)	0.52	0.53
9	6(xii)	Employees of Dairy Farmers Co-Operative Ltd working their entire shift within a fully enclosed refrigerated warehouse or depot where temperatures are below 5 degrees C	0.52	0.53
10	8(i)	Shift Allowance:		
		(a)	9.95	10.25
		(b)	13.10	13.45
		(c)	16.60	17.05
		(d)	3.60	3.70
11	11(ii)(b)	Overtime- meal allowance	11.70	12.30
12	18(iii)	Laundry Allowance	5.45	5.65

3. This variation shall take effect from the first full pay period to commence on or after 23 December 2009.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

## MISCELLANEOUS WORKERS' KINDERGARTEN AND CHILD CARE CENTRES (STATE) TRAINING WAGE AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

### VARIATION

1. Delete subclause (d) of clause 8, Wages, of the award published 8 February 2002 (331 I.G. 86) and insert in lieu thereof the following:
  - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2006, 2007, 2008 and 2009. These adjustments may be offset against:
    - (i) any equivalent overaward payments; and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
  
2. Delete Part B Monetary Rates, and insert in lieu thereof the following:

### PART B

#### MONETARY RATES

**Table 1 - Weekly Wage Rates - Industry/Skill Level B**

Where the accredited training course and work performed is for the purpose of generating skills which have been defined for work at Skill Level B.

Effective from the beginning of the first full pay period on or after 23 December 2009.

	Former Rate - Per week			SWC Adjustment 2006		
	Highest Year of Schooling Completed 2005			Highest Year of Schooling Completed 2006		
	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12
School Leaver	221.00	243.00	283.00	229.00	252.00	293.00
Plus 1 year out of school	243.00	283.00	325.00	252.00	293.00	337.00
Plus 2 years	283.00	325.00	382.00	293.00	337.00	396.00
Plus 3 years	325.00	382.00	435.00	337.00	396.00	451.00
Plus 4 years	382.00	435.00		396.00	451.00	
Plus 5 years or more	435.00			451.00		

Effective from the beginning of the first full pay period on or after 23 April 2010.

Former Rate - Per week				SWC Adjustment 2007		
	Highest Year of Schooling Completed 2006			Highest Year of Schooling Completed 2007		
	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12
School Leaver	229.00	252.00	293.00	237.00	261.00	303.00
Plus 1 year out of school	252.00	293.00	337.00	261.00	303.00	349.00
Plus 2 years	293.00	337.00	396.00	303.00	349.00	410.00
Plus 3 years	337.00	396.00	451.00	349.00	410.00	467.00
Plus 4 years	396.00	451.00		410.00	467.00	
Plus 5 years or more	451.00			467.00		

Effective from the beginning of the first full pay period on or after 23 August 2010.

Former Rate - Per week				SWC Adjustment 2008		
	Highest Year of Schooling Completed 2007			Highest Year of Schooling Completed 2008		
	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12
School Leaver	237.00	261.00	303.00	246.00	271.00	315.00
Plus 1 year out of school	261.00	303.00	349.00	271.00	315.00	363.00
Plus 2 years	303.00	349.00	410.00	315.00	363.00	426.00
Plus 3 years	349.00	410.00	467.00	363.00	426.00	486.00
Plus 4 years	410.00	467.00		426.00	486.00	
Plus 5 years or more	467.00			486.00		

Effective from the beginning of the first full pay period on or after 23 December 2010.

Former Rate - Per week				SWC Adjustment 2009		
	Highest Year of Schooling Completed 2008			Highest Year of Schooling Completed 2009		
	Year 10	Year 11	Year 12	Year 10	Year 11	Year 12
School Leaver	246.00	271.00	315.00	253.00	279.00	324.00
Plus 1 year out of school	271.00	315.00	363.00	279.00	324.00	373.00
Plus 2 years	315.00	363.00	426.00	324.00	373.00	438.00
Plus 3 years	363.00	426.00	486.00	373.00	438.00	500.00
Plus 4 years	426.00	486.00		438.00	500.00	
Plus 5 years or more	486.00			500.00		

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

- This variation shall take effect from the beginning of the first full pay period to commence on or after 23 December 2009.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.



**NURSES' (PRIVATE SECTOR) TRAINING WAGE (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete paragraph (iv) of subclause (a) in clause 7, Wages, of the award published 2 August 1996, (294 I.G. 77), as varied, and insert in lieu thereof the following:
  - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (a) any equivalent overaward payments, and /or
    - (b) award wage increases since 29 May 1991 other than safety net, State wage Case, and minimum rates adjustments.
2. Delete Table 1 - Monetary Rates for Trainees, and Table 2 - Monetary Rates for School Based Traineeships, of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 1 - Monetary Rates For Trainees**

	Industry Skill Level A Highest Year of Schooling Completed		
	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$
School Leaver	253.00	279.00	335.00
1 year out of school	279.00	335.00	390.00
2 years out of school	335.00	390.00	453.00
3 years out of school	390.00	453.00	518.00
4 years out of school	453.00	518.00	518.00
5 years out of school	518.00	518.00	518.00

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

**Table 2 - Monetary Rates For School Based Traineeships**

	School Based Traineeships	
	Year 11 per week \$	Year 12 per week \$
School Based Traineeship Skill Level A	253.00	279.00

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

3. This variation shall take effect from the first full pay period on or after 29 January 2010.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

**PHOTOGRAPHIC INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete subclause (i), of clause 4, Wages, of the award published 25 January 2001 (321 I.G. 1060) and insert in lieu thereof the following:

- (i) The minimum rates of pay for weekly employees in the classifications prescribed in this Award shall be set out in Table 1 - Wages, of Part B, Monetary Rates. The rates for allowances shall be as set out in Tables 2 - Allowances.

Junior Employees - The minimum rate of pay for junior employees, wherever employed, shall be calculated by reference to the percentages of the total rates provided for adult employees as set out in the said Table 1.

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

- (a) any equivalent over-award payments, and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

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

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

Classification	Former Rate \$	SWC 2009 %	Rate Per week \$
Section A - Portrait, Advertising and Commercial Studios			
Photographer	603.80	2.8	620.70
Retoucher	593.10	2.8	609.70
Artist	593.10	2.8	609.70
Photographer's Assistant	585.30	2.8	601.70
Collector	585.30	2.8	601.70
Clerk/Receptionist	580.20	2.8	596.40
Employees not elsewhere classified -			
First three months	563.10	2.8	578.90
Thereafter	580.20	2.8	596.40

Section B - Developing, Printing and Finishing Establishments (other than mini-labs):			
Group 1 - Colour Filter Determinator Custom Colour Enlargement Printer Colour Printer Controller Microfilm Service Operator	628.90	2.8	646.50
Group 2 - Rack and Tank Colour Film Processor Colour Enlargement Printer Colour Quality Corrector Kit Mixing Operator Colour Printer Operator Microfilm Continuous Processing Operator	613.10	2.8	630.30
Group 3 - Rack and Tank Black and White Film Processor Black and White Enlargement Printer Black and White Printer Operator X-ray, Sheet Film and Sensitised Paper Finisher	595.80	2.8	612.50
Group 4 - Microfilm Operator Clerk/Receptionist	580.20	2.8	596.40
Group 5 - Employees not elsewhere classified - First three months	563.10	2.8	578.90
Thereafter	580.20	2.8	596.40
Section C - Mini-labs:			
Amateur Photo Finisher - Printing Machine Operator	589.40	2.8	605.90
Employees not elsewhere classified: First three months	563.10	2.8	578.90
Thereafter	580.20	2.8	596.40
<b>Section D - Junior Rates:</b>			
Percentage of Adult Rate of Pay			
At 16 years of age .....	50	First three months (578.90)	
At 17 years of age .....	60	Thereafter (596.40)	
At 18 years of age .....	70		
At 19 years of age .....	80		
At 20 years of age .....	90		

**Table 2 - Allowances**

Item No	Clause No	Brief Description	Amount \$
1	5(i)	Leading hand allowance	26.70
2	5(ii)	TAFE Photography Certificate	15.10
3	5(iv)	Excess fares allowance	13.25 per week 2.65 per day
4	5(v)	Meal money - 1st meal	13.25
5	5(v)	Meal money - 2nd and subsequent meals	13.25
6	5(vi)	Locomotion allowance - Standing charge - vehicles up to 2 litres (2,000cc)	237.50

7	5(vi)	Locomotion allowance - Running charge - vehicles up to 2 litres (2,000cc)	0.31
8	5(vi)	Locomotion allowance - Standing charge - vehicles over 2 litres (2,000cc)	281.80
9	5(vi)	Locomotion allowance - Running charge - vehicles over 2 litres (2,000cc)	0.36
10	5(vi)	Kilometre allowance - vehicles up to 2 litres (2,000cc)	0.51
11	5(vi)	Kilometre allowance - vehicle over 2 litres (2,000cc)	0.62
12	5(vii)	First-aid allowance	14.50

3. This variation shall take effect from the beginning of the first pay period to commence on or after 23 December 2009.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C7338 published 25 December 2009

(369 I.G. 1133)

(No. IRC 1752 of 2009)

**CORRECTION**

For items 10 and 11 appearing in Table 2 - Other Rates and Allowances, of instruction 4, substitute the following:

Item	Clause	Brief Description	Amount
10	31(i)(a)	Excess Fares	16.50 per day
		Small Fares	6.30 per day
	31(i)(b)	Travel Pattern Loading	7.75 per week
11	31(iv)(a)	Travel in excess of 40 kilometres from the depot	0.89 per km
		Minimum Payment	16.50 per day
	31(iv)(b)	Use of Own Vehicle	0.89 per km
	31(iv)(c)	Road Escort - Own Vehicle	0.89 per km
	31(iv)(d)	Transfer - One job to another Own Vehicle	0.89 per km

G. M. GRIMSON *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.

**PLUMBERS AND GASFITTERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete paragraph (e) of subclause 6.2 of clause 6, Wages, of the award published 25 February 2000 (313 I.G. 709) and insert in lieu thereof the following:
  - (e) The rates of pay in this award include the adjustments payable under the State Wage Case of June 2008. These adjustments may be offset against:
    - (i) any equivalent over-award payments; and/or
    - (ii) award wage increases since 29 May 1991 other than Safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

- (i) Wages - effective first full pay period on or after 23 December 2009

Item No.	Clause No.	Classification	Amount \$
1	6.2.(a)(i)	Journeyman Plumber Base Weekly Rate	369.10
	6.2.(a)(iii)	Arbitrated Safety Net Adjustments Hourly Rate	221.70 p/w 19.59
2	6.2.(c)(i)	Ships Plumber Base Weekly Rate	369.10
	6.2.(c)(iii)	Arbitrated Safety Net Adjustments Hourly Rate	221.70 p/w 19.27

- (ii) Wages Apprentices

Indentured Apprentices - For apprentices employed by employers bound by this award, other than those employed ship's plumbing, the following wage rates shall apply:

Years of Service	Former Rate per week \$	Industry Allowance \$	Special Allowance \$	SWC 2008 \$	Total per week \$
<b>Building Industry</b>					
1st Year	210.71	24.30	17.10	8.40	260.51
2nd Year	307.96	24.30	25.30	12.30	369.86
3rd Year	405.60	24.30	32.50	16.20	478.60
4th Year	477.00	24.30	38.70	19.10	559.10

All Other Apprentices					
1st Year	210.71			8.40	219.11
2nd Year	307.96			12.30	320.26
3rd Year	405.60			16.20	421.80
4th Year	477.00			19.10	496.10

## Trainee Apprentices

Years of Service	Former Rate per week \$	Industry Allowance \$	Special Allowance \$	SWC 2008 \$	Total per week \$
<b>Building Industry</b>					
1st Year	237.95	24.30	18.40	9.50	290.15
2nd Year	346.11	24.30	27.90	13.80	412.11
3rd Year	447.72	24.30	35.30	17.90	525.22
4th Year	503.67	24.30	43.10	20.10	591.17
<b>All Other Apprentices</b>					
1st Year	237.95			9.50	247.45
2nd Year	346.11			13.80	359.91
3rd Year	447.72			17.90	465.62
4th Year	503.67			20.10	523.77

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Current Amount	SWC 2008 Adjustment effective from FFPP 23/12/09
1	6(2)(a)(i), (ii),(iii)  6(2)(b)	Journeyman Plumber (Other than Ship's Plumber) - Industry Allowance Tool Allowance Supplementary Payment Special Allowance Registration Allowance Amount deducted from hourly rate of journeyman plumber for Drainer	23.40 per week 23.40 per week 52.10 per week 7.70 per week 0.62 per hour 0.05	24.30 per week 24.30 per week 52.10 per week 7.70 per week 0.64 per hour 0.05
2	6(2)(c)(i),(ii), (iii),(iv)  6(2)(d)(iii)(a)	Ship's Plumber -  Industry Allowance Tool Allowance Supplementary Payment Special Allowance Registration Allowance Ships Plumbers Apprentice	12.38 per week 23.40 per week 52.10 per week 7.70 per week 0.62 per hour 5.18 per week	12.90 per week 24.30 per week 52.10 per week 7.70 per week 0.64 per hour 5.39 per week
3	7(i)(a)	Plumber's Licence	0.80 per hour	0.83 per hour
4	7(i)(b)	Gasfitter's Licence	0.80 per hour	0.83 per hour
5	7(i)(c)	Drainer's Licence	0.70 per hour	0.73 per hour
6	7(i)(d)	Plumber's and Gasfitter's Licence	1.08 per hour	1.12 per hour
7	7(i)(e)	Plumber's and Drainer's Licence	1.08 per hour	1.12 per hour
8	7(i)(f)	Gasfitter's and drainer's Licence	1.08 per hour	1.12 per hour
9	7(i)(g)	Plumber's gasfitter's and Drainer's Licence	1.49 per hour	1.55 per hour
10	7(ii)	Licensed Drainer	0.70 per hour	0.73 per hour
11	7(iii)(a)	Lead Burner	0.71 per hour	0.74 per hour
12	7(iii)(b)	Lead Burner in Chemical Works	0.98 per hour	1.02 per hour



13	7(iii)(c)(1)	Oxyacetylene or Electric Welding Certificate Minimum Payment	0.50 per hour 3.50 per day	0.52 per hour 3.64 per day
14	7(iii)(c)(2)	Certificate Holder performing welding to AS4041-1998 Minimum Payment	0.73 per hour 5.57 per day	0.76 per hour 5.79 per day
15	7(iii)(d)	Computing quantities or make-up estimates	0.53 per hour	0.55 per hour
16	8(i)	Tool Allowance Apprentices	23.40 per wk	24.30 per wk
17	9	Leading Hands - In charge of up to two employees In charge of three to five employees In charge of six to ten employees In charge of ten or more employees	0.73 per hour 0.86 per hour 1.12 per hour 1.42 per hour	0.76 per hour 0.89 per hour 1.16 per hour 1.48 per hour
18	10	Employed on any chokage or oil chokage etc.	6.00 per day	6.24 per day
19	11(i)	Wet Work	0.53 per hour	0.55 per hour
20	11(ii)	Insulation material	0.66 per hour	0.69 per hour
21	11(iii)	Cold Work	0.53 per hour	0.55 per hour
22	11(iv)	Work on WC,s, urinals, soil or waste pipes where used principally by venereal patients	0.66 per hour	0.69 per hour
23	11(v)	Hot Work between 46 and 54 degrees Celsius exceeding 54 degrees Celsius	0.51 per hour 0.66 per hour	0.53 per hour 0.69 per hour
24	11(vi)	Work with second-hand materials of an unusually dirty or offensive nature	0.53 per day	0.55 per day
25	11(vii)	Employed inside buildings where chlorine gas and/or hydrogen sulphide gas re-manufactured	0.67 per day	0.70 per day
26	11(viii)	Engaged on electric welding applicable to plumbing	0.13 per hour	0.14 per hour
27	11(ix)	Operator of explosive powered tools	1.26 per day	1.31 per day
28	11(x)(a)	Work in maximum security	1.35 per hour	1.40 per hour
29	11(x)(b)	Work in a geriatric hospital	0.36 per hour	0.37 per hour
30	11(xi)	Roof Repairs Minimum Payment	0.75 per hour 0.75	0.78 per hour 0.78
31	11(xiii)	Employed in mental institutions	0.45 per hour	0.47 per hour
32	11(xiv)	Engaged in tunnel and sewer work and in underground shafts exceeding 3 metres in depth	0.54 per hour	0.56 per hour
33	11(xv)	Engaged on alterations or repairs to boilers, flues, furnaces, retorts and kilns	1.41 per hour	1.47 per hour
34	11(xvi)	Engaged on the construction of chimneys and air shafts where construction exceeded 15 metres in height Additional amount for work above each further 15 metres	0.53 per hour 0.53 per hour	0.55 per hour 0.55 per hour
35	11(xvii)	Employees required to work in a bosun's chair or on a swinging scaffold - First 4 hours For each hour thereafter	3.84 0.79 per hour	3.99 0.82 per hour
36	11(xviii)	Work on any structure at a height of more than 12.2 metres	0.53 per hour	0.55 per hour
37	11(xix)	Employees in sanitary works	5.90 per day	6.14 per day
38	11(xx)	Employees in slaughtering yards	0.35 per hour	0.36 per hour

39	11(xxii)(a)	Employees working west and north of and excluding State Highway No 17 etc., up to the Western Division	0.86 per day	0.89 per day
40	11(xxii)(b)	Employees working in the Western Division	1.41 per day	1.47 per day
41	11(xxii)(c)	Employees working in the southern districts	1.41 per day	1.47 per day
42	11(xxiii)	Engaged in cramped position or without sufficient ventilation	0.66 per hour	0.69 per hour
43	11(xxiv)	Employees required to use materials containing asbestos or to work near asbestos	0.66 per hour	0.69 per hour
44	11(xxv)	Towers Allowance Exceeding 15 metres - for all work above metres For work above each further 15 metres	0.53 per hour 0.53 per hour	0.55 per hour 0.55 per hour
45	11(xxvi)(c)	Toxic Substances Employees using Employees working in close proximity	0.66 per hour 0.53 per hour	0.69 per hour 0.55 per hour
46	11(xxxi)(d)	Engaged in asbestos eradication	1.78 per hour	1.85 per hour
47	12(i)	Employees working in ballast tanks, oil tanks and side tanks	0.66 per hour	0.69 per hour
48	12(ii)	Employees working in ship's bilges or under engine room or boiler room flooring	0.48 per hour	0.50 per hour
49	12(iii)	Employees working in and around diesel engines	0.48 per hour	0.50 per hour
50	12(iv)	Employees working in a confined space	0.70 per hour	0.73 per hour
51	12(v)(1)	Employees working inside a hull	0.83 per hour	0.86 per hour
52	12(v)(2)	Employees working in torpedo tube compartments, ballast tanks, oil tanks, below floor plates	1.51 per hour	1.57 per hour
53	12(vi)	Plumber in pipe laundry	1.07 per hour	1.11 per hour
54	13(iii)	Multi-story Allowance - From commencement to 15th floor from 16th to 30th floor from 31st to 45th floor from 46th to 60th floor From 61st floor onwards	0.43 per hour 0.51 per hour 0.79 per hour 1.02 per hour 1.27 per hour	0.45 per hour 0.53 per hour 0.82 per hour 1.06 per hour 1.32 per hour
55	14(1)(a)(c)	Fares Allowance	13.80 per day	14.35 per day
56	14(I)(h)	km Allowance	0.75 km	0.78 km
57	14(I)(j)(b)(ii)	km Allowance	0.40 km	0.42 km
58	15(i)	Travelling Allowance (within the counties of Cumberland, Northumberland, or Camden) - Apprentices - 1st year 2nd year 3rd year 4th year	12.30 per day 12.75 per day 12.80 per day 13.00 per day	12.79 per day 13.26 per day 13.31 per day 13.52 per day
59	15(ii)	Travelling Allowance (in the cities of Penrith, Newcastle or Campbelltown) - Apprentices 1st year 2nd year 3rd year 4th year	12.30 per day 12.75 per day 12.80 per day 13.00 per day	12.79 per day 13.26 per day 13.31 per day 13.52 per day

60	16(ii)(b)	Living Away Allowance	348.30 per wk 49.80 per day	362.23 per wk 51.79 per day
61	16(iii)(a)(iii)	Travel Meal Allowance	10.20	10.61
62	16(iii)(b)	Travel Allowance - Return Journey	10.60	17.26
63	16(v)(a)	Travel Allowance - Weekend Return	28.00	29.12
64	16(v)(b)	Camping Allowance	138.80 per wk 19.90 per day	144.35 per wk 20.70 per day
65	17(iii)(d)	Travel Allowance Apprentices	16.60	17.26
66	17(iv)	Living Away Allowance Apprentices	323.78 per wk	336.73 per wk
67	18(iii)(iv)(a)	Return Home Allowance	28.00	29.12
68	18(vi)(b)	Living Away Allowance	323.78 per wk	336.73 per wk
69	19(i)(ii)(b)	Living Away Allowance Apprentices	323.78 per wk	336.73 per wk
70	19(ii)(a)	Return Home Allowance	28.00 per hr	29.12 per hr
71	20(ii),(vii)(c)	Meal Money	10.20	10.61
72	21(v)	Meal Money	10.20	10.61
73	43(ii)	First-aid Allowance	2.26	2.35
74	47(b)(i)	Tool Refurbishment	1,308.00	1,360.32

3. This variation shall take effect from the first full pay period on or after 23 December 2009.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

**PLUMBERS AND GASFITTERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete paragraph (e) of subclause 6.2 of clause 6, Wages, of the award published 25 February 2000 (313 I.G. 709) and insert in lieu thereof the following:
  - (e) The rates of pay in this award include the adjustments payable under the State Wage Case of July 2009. These adjustments may be offset against:
    - (i) any equivalent over-award payments; and/or
    - (ii) award wage increases since 29 May 1991 other than Safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

- (i) Wages - effective first full pay period on or after 23 December 2010

Item No.	Clause No.	Classification	Amount \$
1	6.2.(a)(i)	Journeyperson Plumber Base Weekly Rate	369.10
	6.2.(a)(iii)	Arbitrated Safety Net Adjustments Hourly Rate	238.20 p/w 20.10
2	6.2(c)(i)	Ships Plumber Base Weekly Rate	369.10
	6.2(c)(iii)	Arbitrated Safety Net Adjustments Hourly Rate	238.20 p/w 19.77

- (ii) Wages Apprentices

Indentured Apprentices - For apprentices employed by employers bound by this award, other than those employed ship's plumbing, the following wage rates shall apply:

Years of Service	Former Rate per week \$	Industry Allowance \$	Special Allowance \$	SWC 2009 \$	Total per week \$
<b>Building Industry</b>					
1st Year	219.11	25.00	17.10	6.10	267.31
2nd Year	320.26	25.00	25.30	9.00	379.56
3rd Year	421.80	25.00	32.50	11.80	491.10
4th Year	496.10	25.00	38.70	13.90	573.70

All Other Apprentices					
1st Year	219.11			6.10	225.21
2nd Year	320.26			9.00	329.26
3rd Year	421.80			11.80	433.60
4th Year	496.10			13.90	510.00

## Trainee Apprentices

Years of Service	Former Rate per week \$	Industry Allowance \$	Special Allowance \$	SWC 2009 \$	Total per week \$
<b>Building Industry</b>					
1st Year	247.45	25.00	18.40	6.90	297.75
2nd Year	359.91	25.00	27.90	10.10	422.91
3rd Year	465.62	25.00	35.30	13.00	538.92
4th Year	523.77	25.00	43.10	14.70	606.57
<b>All Other Apprentices</b>					
1st Year	247.45			6.90	254.35
2 <sup>nd</sup> Year	359.91			10.10	370.01
3 <sup>rd</sup> Year	465.62			13.00	478.62
4 <sup>th</sup> Year	523.77			14.70	538.47

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Current Amount	SWC 2009 Adjustment effective from FFPP 23/12/10
1	6(2)(a)(i), (ii),(iii)  6(2)(b)	Journeyman Plumber (Other than Ship's Plumber) - Industry Allowance Tool Allowance Supplementary Payment Special Allowance Registration Allowance Amount deducted from hourly rate of journeyman plumber for Drainer	24.30 per week 24.30 per week 52.10 per week 7.70 per week 0.64 per hour  0.05	25.00 per week 25.00 per week 52.10 per week 7.70 per week 0.66 per hour  0.05
2	6(2)(c)(i),(ii), (iii),(iv)  6(2)(d)(iii)(a)	Ship's Plumber -  Industry Allowance Tool Allowance Supplementary Payment Special Allowance Registration Allowance Ships Plumbers Apprentice	12.90 per week 24.30 per week 52.10 per week 7.70 per week 0.64 per hour 5.39 per week	13.30 per week 25.00 per week 52.10 per week 7.70 per week 0.66 per hour 5.54 per week
3	7(i)(a)	Plumber's Licence	0.83 per hour	0.85 per hour
4	7(i)(b)	Gasfitter's Licence	0.83 per hour	0.85 per hour
5	7(i)(c)	Drainer's Licence	0.73 per hour	0.75 per hour
6	7(i)(d)	Plumber's and Gasfitter's Licence	1.12 per hour	1.15 per hour
7	7(i)(e)	Plumber's and Drainer's Licence	1.12 per hour	1.15 per hour
8	7(i)(f)	Gasfitter's and drainer's Licence	1.12 per hour	1.15 per hour
9	7(i)(g)	Plumber's gasfitter's and Drainer's Licence	1.55 per hour	1.59 per hour
10	7(ii)	Licensed Drainer	0.73 per hour	0.75 per hour
11	7(iii)(a)	Lead Burner	0.74 per hour	0.76 per hour
12	7(iii)(b)	Lead Burner in Chemical Works	1.02 per hour	1.05 per hour

13	7(iii)(c)(1)	Oxyacetylene or Electric Welding Certificate Minimum Payment	0.52 per hour 3.64 per day	0.53 per hour 3.74 per day
14	7(iii)(c)(2)	Certificate Holder performing welding to AS4041-1998 Minimum Payment	0.76 per hour 5.79 per day	0.78 per hour 5.95 per day
15	7(iii)(d)	Computing quantities or make-up estimates	0.55 per hour	0.57 per hour
16	8(i)	Tool Allowance Apprentices	24.30 per wk	25.00 per wk
17	9	Leading Hands - In charge of up to two employees In charge of three to five employees In charge of six to ten employees In charge of ten or more employees	0.76 per hour 0.89 per hour 1.16 per hour 1.48 per hour	0.78 per hour 0.91 per hour 1.19 per hour 1.52 per hour
18	10	Employed on any chokage or oil chokage etc.	6.24 per day	6.41 per day
19	11(i)	Wet Work	0.55 per hour	0.57 per hour
20	11(ii)	Insulation material	0.69 per hour	0.71 per hour
21	11(iii)	Cold Work	0.55 per hour	0.57 per hour
22	11(iv)	Work on WC,s, urinals, soil or waste pipes where used principally by venereal patients	0.69 per hour	0.71 per hour
23	11(v)	Hot Work between 46 and 54 degrees Celsius exceeding 54 degrees Celsius	0.53 per hour 0.69 per hour	0.54 per hour 0.71 per hour
24	11(vi)	Work with second-hand materials of an unusually dirty or offensive nature	0.55 per day	0.57 per day
25	11(vii)	Employed inside buildings where chlorine gas and/or hydrogen sulphide gas re-manufactured	0.70 per day	0.72 per day
26	11(viii)	Engaged on electric welding applicable to plumbing	0.14 per hour	0.15 per hour
27	11(ix)	Operator of explosive powered tools	1.31 per day	1.35 per day
28	11(x)(a)	Work in maximum security	1.40 per hour	1.44 per hour
29	11(x)(b)	Work in a geriatric hospital	0.37 per hour	0.38 per hour
30	11(xi)	Roof Repairs Minimum Payment	0.78 per hour 0.78	0.80 per hour 0.80
31	11(xiii)	Employed in mental institutions	0.47 per hour	0.48 per hour
32	11(xiv)	Engaged in tunnel and sewer work and in underground shafts exceeding 3 metres in depth	0.56 per hour	0.58 per hour
33	11(xv)	Engaged on alterations or repairs to boilers, flues, furnaces, retorts and kilns	1.47 per hour	1.51 per hour
34	11(xvi)	Engaged on the construction of chimneys and air shafts where construction exceeded 15 metres in height Additional amount for work above each further 15 metres	0.55 per hour 0.55 per hour	0.57 per hour 0.57 per hour
35	11(xvii)	Employees required to work in a bosun's chair or on a swinging scaffold - First 4 hours For each hour thereafter	3.99 0.82 per hour	4.10 0.84 per hour
36	11(xviii)	Work on any structure at a height of more than 12.2 metres	0.55 per hour	0.57 per hour
37	11(xix)	Employees in sanitary works	6.14 per day	6.31 per day
38	11(xx)	Employees in slaughtering yards	0.36 per hour	0.37 per hour

39	11(xxii)(a)	Employees working west and north of and excluding State Highway No 17 etc., up to the Western Division	0.89 per day	0.91 per day
40	11(xxii)(b)	Employees working in the Western Division	1.47 per day	1.51 per day
41	11(xxii)(c)	Employees working in the southern districts	1.47 per day	1.51 per day
42	11(xxiii)	Engaged in cramped position or without sufficient ventilation	0.69 per hour	0.71 per hour
43	11(xxiv)	Employees required to use materials containing asbestos or to work near asbestos	0.69 per hour	0.71 per hour
44	11(xxv)	Towers Allowance Exceeding 15 metres - for all work above metres For work above each further 15 metres	0.55 per hour 0.55 per hour	0.57 per hour 0.57 per hour
45	11(xxvi)(c)	Toxic Substances Employees using Employees working in close proximity	0.69 per hour 0.55 per hour	0.71 per hour 0.57 per hour
46	11(xxxi)(d)	Engaged in asbestos eradication	1.85 per hour	1.90 per hour
47	12(i)	Employees working in ballast tanks, oil tanks and side tanks	0.69 per hour	0.71 per hour
48	12(ii)	Employees working in ship's bilges or under engine room or boiler room flooring	0.50 per hour	0.51 per hour
49	12(iii)	Employees working in and around diesel engines	0.50 per hour	0.51 per hour
50	12(iv)	Employees working in a confined space	0.73 per hour	0.75 per hour
51	12(v)(1)	Employees working inside a hull	0.86 per hour	0.88 per hour
52	12(v)(2)	Employees working in torpedo tube compartments, ballast tanks, oil tanks, below floor plates	1.57 per hour	1.61 per hour
53	12(vi)	Plumber in pipe laundry	1.11 per hour	1.14 per hour
54	13(iii)	Multi-story Allowance - From commencement to 15th floor from 16th to 30th floor from 31st to 45th floor from 46th to 60th floor From 61st floor onwards	0.45 per hour 0.53 per hour 0.82 per hour 1.06 per hour 1.32 per hour	0.46 per hour 0.54 per hour 0.84 per hour 1.09 per hour 1.36 per hour
55	14(1)(a)(c)	Fares Allowance	14.35 per day	14.75 per day
56	14(I)(h)	km Allowance	0.78 km	0.80 km
57	14(I)(j)(b)(ii)	km Allowance	0.42 km	0.43 km
58	15(i)	Travelling Allowance (within the counties of Cumberland, Northumberland, or Camden) - Apprentices - 1st year 2nd year 3rd year 4th year	12.79 per day 13.26 per day 13.31 per day 13.52 per day	13.15 per day 13.63 per day 13.68 per day 13.90 per day
59	15(ii)	Travelling Allowance (in the cities of Penrith, Newcastle or Campbelltown) - Apprentices 1st year 2nd year 3rd year 4th year	12.79 per day 13.26 per day 13.31 per day 13.52 per day	13.15 per day 13.63 per day 13.68 per day 13.90 per day

60	16(ii)(b)	Living Away Allowance	362.23 per wk 51.79 per day	372.37 per wk 53.24 per day
61	16(iii)(a)(iii)	Travel Meal Allowance	10.61	10.91
62	16(iii)(b)	Travel Allowance - Return Journey	17.26	17.74
63	16(v)(a)	Travel Allowance - Weekend Return	29.12	29.94
64	16(v)(b)	Camping Allowance	144.35 per wk 20.70 per day	148.39 per wk 21.28 per day
65	17(iii)(d)	Travel Allowance Apprentices	17.26	17.74
66	17(iv)	Living Away Allowance Apprentices	336.73 per wk	346.16 per wk
67	18(iii)(iv)(a)	Return Home Allowance	29.12	29.94
68	18(vi)(b)	Living Away Allowance	336.73 per wk	346.16 per wk
69	19(i)(ii)(b)	Living Away Allowance Apprentices	336.73 per wk	346.16 per wk
70	19(ii)(a)	Return Home Allowance	29.12 per hr	29.94 per hr
71	20(ii),(vii)(c)	Meal Money	10.61	10.91
72	21(v)	Meal Money	10.61	10.91
73	43(ii)	First-aid Allowance	2.35	2.42
74	47(b)(i)	Tool Refurbishment	1,360.32	1,398.41

3. This variation shall take effect from the first full pay period on or after 23 December 2010.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.



**POTTERY INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete subclause 5.3.2 of clause 5.3, Wages, of Section 5 - Wages and Related Matters, of the award published 30 May 2008 (365 I.G. 1821) and insert in lieu thereof the following:

## 5.3.2 State Wage Case Adjustments

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

- (a) any equivalent over-award payments and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

State Wage Case	Increase \$	Allowances %
May 2000	15.00	3.1
May 2001	13.00	3.0
May 2002	18.00	3.5
May 2003	17.00	3.2
June 2004	19.00	3.5
June 2005	17.00	3.0
June 2006	20.00	4.0
June 2007	20.00	4.0
June 2008	4.0%	4.0
June 2009	2.8%	2.8

2. Delete Table 1 - Wage Rates, and Table 2 - Other Rates and Allowances, of Part B, Monetary Rates and Allowances, and insert in lieu thereof the following:

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

Classification	Previous Rate \$	SWC 2009 Adjustment %	New Rate \$
Group One	552.70	2.8	568.20
Group Two	552.90	2.8	568.40
Group Three	558.90	2.8	574.50
Group Four	565.90	2.8	581.70
Group Five	572.70	2.8	588.70
Group Six	585.10	2.8	601.50
Group Seven	600.70	4.0	617.50

**Table 2 - Other Rates And Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	5.5.1	Industry Allowance	22.62 per week
2	5.2.2	Leading Hand (1-7 emp)	24.17 week
		Leading Hand (over 7 emp)	32.32 per week
3	6.2.3	Meal Allowance	9.40 for each meal
4	5.5.2 (a)	Shift allowance - rotating day-afternoon, day - night, day-afternoon-night shift	8.50 per shift
5	5.5.2 (b)	Shift allowance - rotating afternoon-night shift	12.66 per shift
6	5.5.2 (c)	Shift allowance - permanent night shift	24.92 per shift
7	5.5.4	First Aid Allowance	2.14 per day

3. This variation shall take effect from the beginning of the first pay period to commence on or after 17 January 2010.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

## PRINTING INDUSTRIES (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 1906 of 2009)

Before Commissioner Bishop

23 December 2009

### VARIATION

1. Delete subclause (e) of clause 10, Payment of Wages and Pay Day, of the award published 9 November 2001 (329 I.G. 391), and insert in lieu thereof the following:
  - (e) The rates of pay in this award include the adjustments payable under the State Wage Case of 2009. These adjustments may be offset against:
    - (a) Any equivalent over Award payments, and/or
    - (b) Award wage increases since 29 May 1991 other than safety net, Stage Wage Case and minimum rates adjustments.
2. Delete Table 1 - Wage Rates, and Table 2 - Other Rates and Allowances, of Part B, Monetary Rates and insert in lieu thereof the following:

### PART B

#### MONETARY RATES

**Table 1 - Wage Rates**

Group Level	Current \$	2009 SWC	
		Increase %	Result \$
1	552.70	2.8	568.20
2A	562.70	2.8	578.50
2B	562.70	2.8	578.50
2C	562.70	2.8	578.50
3A	586.10	2.8	602.50
3B	586.10	2.8	602.50
3C	586.10	2.8	602.50
3D	586.10	2.8	602.50
3E	586.10	2.8	602.50
4	607.90	2.8	624.90
5A	642.90	2.8	660.90
5B	642.90	2.8	660.90
Any other adult employee	552.70	2.8	568.20

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Current	SWC 2009 2.8%
		Minimum Wage	\$552.70	568.20
2	13(g)(i)	Meal money - Employees other than juniors	\$11.15	5% CPI \$11.70
3	13(g)(ii)	Meal money - Juniors	\$11.15	\$11.70
4	13(g)(iv)	Meal money - Saturday, Sunday or a public holiday	\$11.15	\$11.70
5	38(b)(iii)	First-Aid attendant	\$13.20	\$13.55

3. This variation shall take effect from the first full pay period on and from 19 January 2010.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

**PUBLIC HEALTH SERVICE EMPLOYEES SKILLED TRADES  
(STATE) AWARD (INCORPORATING THE AMBULANCE SERVICE  
OF NSW SKILLED TRADES)**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Health.

(No. IRC 1885 of 2009)

Before Commissioner Bishop

9 December 2009

**VARIATION**

1. Delete the last paragraph in clause 3, Classification Structure and Labour Flexibility of the award published 11 April 2008 (365 I.G. 569).
2. Delete subclause (viii) of clause 4, Hours and Contract of Employment
3. Delete clause 39, No Extra Claims, and insert in lieu thereof the following:

**39. No Extra Claims**

The parties agree that the wage increases and enhancements to leave and conditions contained in this Award fully recognise all work value changes and productivity gains for the period up to 1 January 2005, and extinguish all work value, special case or other claims prior to that date.

The parties further agree that during the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made in respect of the employees covered by the Award outside the terms as specified in the Memorandum of Understanding dated 2 December 2009. Further that no proceedings, claims or demands concerning wages or conditions of employment outside the terms as specified in the Memorandum of Understanding dated 2 December 2009 in respect of those employees will be instituted before the Industrial Relations Commission of New South Wales or any other arbitral tribunal.

4. Delete clause 41, Area, Incidence and Duration and insert in lieu thereof the following:

**41. Area, Incidence and Duration**

This Award shall apply to employees (and apprentices where specifically referred to) of the classifications mentioned in clause 2, Definitions who are employed by the Director General, NSW Department of Health. Such employment being within the state of New South Wales, excluding the County of Yancowinna, within the jurisdiction of the Public Hospitals Skilled Trades Industrial Committee.

This award variation shall take effect on and from 9 December 2009 and shall remain in force until 31 December 2010.

5. Delete Tables 1, 2, and 4 of Part B Monetary Rates, and insert in lieu thereof the following:

**TABLE 1****Weekly Wages and Tool Allowances**

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

(Note: Excepting for Electrical Trades classifications, tool allowances are expense-related allowances).

Description	01/01/2009 \$	01/01/2010 \$
Fitter/Motor Mechanic		
Level 1	\$804.40	\$824.50
Level 2 (Level 1 plus 5%)	\$844.60	\$865.70
Level 3 (Level 1 plus 10%)	\$884.80	\$907.00
Level 4 (Level 1 plus 15%)	\$925.10	\$948.20
Welder 1st Class		
Level 1	\$804.40	\$824.50
Level 2 (Level 1 plus 5%)	\$844.60	\$865.70
Level 3 (Level 1 plus 10%)	884.80	907.00
Level 4 (Level 1 plus 15%)	925.10	948.20
Mechanic Tradesperson Special Class is paid as Fitter/Motor Mechanic Level 2 plus Tool Allowance from 1/7/97 and thereafter Welder Special Class is paid as Welder 1st Class plus Additional Wage Rate plus Tool Allowance		
Plumber		
Level 1	812.10	832.40
Level 2 (Level 1 plus 5%)	852.70	874.00
Level 3 (Level 1 plus 10%)	893.30	915.60
Level 4 (Level 1 plus 15%)	933.90	957.30
Plumbers acting alone on Plumbers/Drainers/Gasfitters licences and combinations are paid as Plumber plus Additional Wage Rates plus Tool Allowance.		
Carpenter		
Level 1	806.40	826.60
Level 2 (Level 1 plus 5%)	846.70	867.90
Level 3 (Level 1 plus 10%)	887.00	909.30
Level 4 (Level 1 plus 15%)	927.40	950.60
Painter/Spray Painter		
Level 1	806.40	826.60
Level 2 (Level 1 plus 5%)	846.70	867.90
Level 3 (Level 1 plus 10%)	887.00	909.30
Level 4 (Level 1 plus 15%)	927.40	950.60
Signwriter		
Level 1	824.30	844.90
Level 2 (Level 1 plus 5%)	865.50	887.10
Level 3 (Level 1 plus 10%)	906.70	929.40
Level 4 (Level 1 plus 15%)	947.90	971.60
Plasterer		
Level 1	806.40	826.60
Level 2 (Level 1 plus 5%)	846.70	867.90
Level 3 (Level 1 plus 10%)	887.00	909.30
Level 4 (Level 1 plus 15%)	927.40	950.60
Bricklayer		
Level 1	806.40	826.60
Level 2 (Level 1 plus 5%)	846.70	867.90
Level 3 (Level 1 plus 10%)	887.00	909.30
Level 4 (Level 1 plus 15%)	927.40	950.60

Floor/Wall Tiler		
Level 1	806.40	826.60
Level 2 (Level 1 plus 5%)	846.70	867.90
Level 3 (Level 1 plus 10%)	887.00	909.30
Level 4 (Level 1 plus 15%)	927.40	950.60
Upholsterer		
Level 1	833.30	854.10
Level 2 (Level 1 plus 5%)	875.00	896.80
Level 3 (Level 1 plus 10%)	916.60	939.50
Level 4 (Level 1 plus 15%)	958.30	982.20
Blindmaker		
Level 1	800.10	820.10
Level 2 (Level 1 plus 5%)	840.10	861.10
Level 3 (Level 1 plus 10%)	880.10	902.10
Level 4 (Level 1 plus 15%)	920.10	943.10
Electrical Tradesperson		
Level 1	853.50	874.80
Level 2 (Level 1 plus 5%)	896.20	918.50
Level 3 (Level 1 plus 10%)	938.90	962.30
Level 4 (Level 1 plus 15%)	981.50	1,006.00
Electrical Instrument Fitter		
Level 1	894.00	916.40
Level 2 (Level 1 plus 5%)	938.70	962.20
Level 3 (Level 1 plus 10%)	983.40	1,008.00
Level 4 (Level 1 plus 15%)	1,028.10	1,053.90
Electrical Fitter & Ass to Chief Eng. - Syd Hosp/Elec Fitter & Ass to Chief Eng - Other Hosp/Plant Elec/Elec in Charge of Generating Plant are paid as Electrical Tradesperson plus Additional Wage Rate plus Tool Allowance		
Scientific Instrument Maker		
Level 1	831.10	851.90
Level 2 (Level 1 plus 5%)	872.70	894.50
Level 3 (Level 1 plus 10%)	914.20	937.10
Level 4 (Level 1 plus 15%)	955.80	979.70
Tool Maker		
Level 1	831.10	851.90
Level 2 (Level 1 plus 5%)	872.70	894.50
Level 3 (Level 1 plus 10%)	914.20	937.10
Level 4 (Level 1 plus 15%)	955.80	979.70

TABLE 2

**Additional and Special Rates/Allowances  
(Including Tool Allowance for Electrical Trades)**

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

Clause No.	Allowance Type	01/01/2009	01/01/2010
	On-call	\$	\$
4A(ii)	On-call - Rostered on duty (per 24 hours)	18.89	19.36
	On-call - Rostered off duty (per 24 hours)	37.30	38.23
7(i)	Electricians License		
	Grade A	38.87	39.84
	Grade B	21.20	21.73
7(ii)	Lead Burner	0.80	0.82

7(iii)	Plumbers - combination of licenses		
	Plumbers license	38.59	39.55
	Gasfitters license	38.59	39.55
	Drainers license	31.43	32.22
	Plumbers & gasfitters license	50.94	52.21
	Plumbers & drainers license	50.94	52.21
	Gasfitters & drainers license	50.94	52.21
	Plumbers, gasfitters & drainers license	70.99	72.76
7(iv)	Plumbers/Gasfitters/Drainers Reg. Cert	0.77	0.79
7(v)	Electric Welding	0.59	0.60
7(vi)	Computing Quantities	4.86	4.98
7(vii)	Boiler Attendants Certificate	5.99	6.14
7(viii)	BMC Operator	31.14	31.92
7(ix)	Motor Mechanic	0.60	0.62
	Motor Mechanic per day	2.47	2.53
7(x)	Elec Fitter & Asst to Chief Eng.-Sydney Hospital	54.87	56.24
	Elec Fitter & Asst to Chief Eng.-Other Hosp.	43.78	44.87
	Electrician in Charge of Generating Plant less than 75 kilowatts	16.13	16.53
	Electrician in charge of Generating Plant 75 Kilowatts or more	55.99	57.39
	Plant Electrician	52.64	53.96
7(xi)	Welder Special Class	10.02	10.27
8	Tool Allowance - Electrical Trades	16.01	16.41
9(i)(b)	Leading Hand Electrician	52.64	53.96
9(ii)	Leading Hand - Other than Electricians		
(a)	I/C up to 5 employees	40.13	41.13
(b)	I/C 6 up to 10 employees	52.47	53.78
(c)	I/C over 10 employees	67.22	68.90
10(i)	Cold Place	0.63	0.65
10(ii)	Confined Spaces	0.77	0.79
10(iii)	Dirty Work	0.63	0.65
10(iv)	Height Money	0.63	0.65
10(v)	Hot Places - 46C - 54C	0.63	0.65
	Hot Places - more than 54C	0.77	0.79
10(vi)(a)	Insulation Material	0.77	0.79
10(vi)(b)	Asbestos	0.77	0.79
10(vii)	Smoke Boxes etc	0.47	0.48
	Oil fired Boiler	1.58	1.62
10(viii)(a)(1)	Wet Places - other than rain	0.63	0.65
10(viii)(a)(2)	Rain	0.63	0.65
10(viii)(b)	Mud Allowance	4.92	5.04
10(ix)(a)(b)	Acid Furnaces etc.	3.24	3.32
10(x)	Depth Money	0.63	0.65
10(xi)(a)	Swing Scaffolds other than plasterers		
	First four hours	4.58	4.69
	Thereafter	0.96	0.98
10(xi)(b)	Swing Scaffolds - plasterers	0.12	0.15
10(xii)	Spray Application	0.63	0.65
10(xiii)	Working Secondhand timber	2.44	2.50
10(xiv)	Roof Work	0.63	0.65
10(xv)	Explosive Powered Tools	1.51	1.55
10(xvi)	Morgues	0.72	0.74
10(xvii)(a)	Toxic, Obnox - Epoxy Materials	0.77	0.79
10(xvii)(b)	Toxic, Obnox Sub A/C not operating	0.54	0.55



10(xvii)(d)	Close proximity to above	0.63	0.65
10(xviii)	Psychiatric Patients (PH Ward)	0.54	0.55
10(xix)	Animal House	0.43	0.44
10(xxi)	Asbestos Eradication	2.14	2.19
10(xxiii)(a)	Psychiatric Hospitals	1.24	1.27
10(xxiii)(b)	Geriatric Allowances		
	Allandale/Garrawarra	0.45	0.46
	Lidcombe (former)	0.41	0.42
11	Thermostatic Mixing Valve	21.15	21.68
12	Chokages	7.37	7.55
13	Fouled Equipment	7.37	7.55
25(i)	Climatic and Isolation Allowance	6.98	7.15
	Climatic and Isolation Allowance	14.03	14.38
	Apprentice Passing Exams		
	1st Year	1.32	1.35
	2nd year	4.08	4.18
	3rd Year	5.39	5.52

TABLE 4

## WEEKLY WAGES FOR APPRENTICES

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

Description	01/01/2009 \$	01/01/2010 \$
Apprentice Plumber		
1st Year	350.90	359.70
2nd Year	466.30	478.00
3rd Year	602.50	617.60
4th Year	696.60	714.00
Apprentice Fitter		
1st Year	350.90	359.70
2nd Year	466.30	478.00
3rd Year	602.50	617.60
4th Year	696.60	714.00
Apprentice Electrician		
1st Year	350.90	359.70
2nd Year	466.30	478.00
3rd Year	602.50	617.60
4th Year	696.60	714.00
Apprentice Carpenter		
1st Year	350.90	359.70
2nd Year	466.30	478.00
3rd Year	602.50	617.60
4th Year	696.60	714.00
Apprentice Painter		
1st Year	350.90	359.70
2nd Year	466.30	478.00
3rd Year	602.50	617.60
4th Year	696.60	714.00

Apprentice Bricklayer		
1st Year	350.90	359.70
2nd Year	466.30	478.00
3rd Year	602.50	617.60
4th Year	696.50	714.00

6. This variation shall take effect on and from 9 December 2009.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

**PUBLIC HEALTH SERVICE EMPLOYEES SKILLED TRADES  
(STATE) AWARD (INCORPORATING THE AMBULANCE SERVICE  
OF NSW SKILLED TRADES)**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch) , Industrial Organisation of Employees.

(No. IRC 1915 of 2009)

Before Commissioner Bishop

18 December 2009

**VARIATION**

1. Delete Table 3 - Expense Related Allowances of Part B, Monetary Rates of the award published 11 April 2008 (365 I.G. 569), and insert in lieu thereof the following:

**Table 3 - Expense Related Allowances**

**(Including Tool Allowances for all Trades other than Electrical)**

From the first Full Pay Period to Commence on or after 7 December 2009.

Award Clause	Allowance Description	Dollar (\$)
8	Tool Allowance Fitter, Motor Mechanic	26.20
8	Tool Allowance Plumber	26.20
8	Tool Allowance Carpenter	26.20
8	Tool Allowance Painter, Spray Painter, Signwriter	6.30
8	Tool Allowance Welder 1st Class	26.20
8	Tool Allowance Plasterer	21.60
8	Bricklayer	18.60
8	Tool Allowance Floor/Wall Tiler	18.60
8	Tool Allowance Upholsterer/Blindmaker	7.40
8	Tool Allowance Scientific Instrument/Tool Maker	26.20
5 (viii)	Meal allowance for meal on overtime For each subsequent meal	21.40 9.10
14(a)	Employee required to work at a job away from accustomed place of work	17.80 per day
24 (vii) (b)	Laundry Allowance	0.80 per week
26 (ii)	Damage to clothing and tools - insurance to the extent of	1470.10
33	Living away from home allowance	395.10 per week 56.50 daily
24 (viii)	Ambulance Service - uniform provided up to the value of	349.80 per annum

2. This variation shall take effect from the beginning of the first pay period to commence on or after 7 December 2009.

E. A. R. BISHOP, 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 NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete subclause (c) of 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 2009. 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	597.74
Property Manager	639.87
Property Officer	
Grade 1	622.23
Grade 2	602.98
Grade 3	585.98
Licensee-in-charge	694.93

3. This variation shall take effect from the first full pay period to commence on or after 22 February 2010.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

**REFRACTORY INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete clause 5, State Wage Case Adjustments, of the award published 30 May 2008 (365 I.G. 1855) and insert in lieu thereof the following:

**5. State Wage Case Adjustments**

The rates of pay in this award include the adjustment payable under the State Wage Case 2009. This increase 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.

State Wage Case	Increase \$	Allowances %
May 2000	15.00	3.1
May 2001	13.00	3.0
May 2002	18.00	3.5
May 2003	17.00	3.2
June 2004	19.00	3.5
June 2005	17.00	3.0
June 2006	20.00	4.0
June 2007	20.00	4.0
June 2008	4.0%	4.0
July 2009	2.8%	2.8

2. Delete Part B, Monetary Payments, and insert in lieu thereof the following;

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

Classification	Award rate per week \$	Safety net adjustment %	Total per week \$
Basic Entry Level	545.80	2.8	568.20
Level 1	564.80	2.8	580.60
Level 2	576.50	2.8	592.60
Level 3	589.20	2.8	605.70
Level 4	607.40	2.8	624.40

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	9.3	Industry Allowance	22.67 per week
2	11.2	Leading Hand	38.63 per week
3	16.4	Meal Allowance	9.77 then 8.28 for each subsequent meal
4	18.1 (a)	Shift allowance - rotating day-afternoon, day-night, day-afternoon-night shift	8.44 per shift
5	18.1 (b )	Shift allowance - rotating afternoon-night shift	12.60 per shift
6	18.1 (c)	Shift allowance - permanent night shift	24.86 per shift
7	37	First Aid Allowance	2.25 per day

3. This variation shall take effect from the first full pay period commencing on or after 17 January 2010.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

## ROOFING TILE MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Federated Brick, Tile and Pottery Industrial Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1914 of 2009)

Before Commissioner Bishop

23 December 2009

### VARIATION

1. Delete clause 5.2, State Wage Case Adjustments of Part 5 - Wages and Related Matters of the award published 29 July 2005 (352 I.G. 804) and insert in lieu thereof the following:

#### 5.2. State Wage Case Adjustments

The rates of pay in this award include the adjustment payable under the State Wage Case 2009. This increase 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.

State Wage Case	Increase \$	Allowances %
May 2000	15.00	3.1
May 2001	13.00	3.0
May 2002	18.00	3.5
May 2003	17.00	3.2
June 2004	19.00	3.5
June 2005	17.00	3.0
June 2006	20.00	4.0
June 2007	20.00	4.0
June 2008	4.0%	4.0
July 2009	2.8%	2.8

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

### PART B

#### MONETARY PAYMENTS

**Table 1 - Rates of Pay**

Classification	Award Rate Per Week \$	Safety Net %	Total Per Week \$
Group I			
Moulder	581.30	2.8	597.60
Ridge Area Operator	581.30	2.8	597.60
Press Area Operator	581.30	2.8	597.60
Glaze Area Operator	581.30	2.8	597.60
Fork Lift Driver (Permit)	581.30	2.8	597.60
Finger Truck Operator	581.30	2.8	597.60



Cleaner	581.30	2.8	597.60
Sweeper	581.30	2.8	597.60
Driver	581.30	2.8	597.60
Millman	581.30	2.8	597.60
Yardman	581.30	2.8	597.60
Group II			
Glaze Preparator	594.90	2.8	611.60
Die Maker	594.90	2.8	611.60
Clay Prep Area Operator	594.90	2.8	611.60
Panel Control Operator	594.90	2.8	611.60
Tile Handling Area Operator	594.90	2.8	611.60
Front-end Loader Operator	594.90	2.8	611.60
Ridge Plant Operator	594.90	2.8	611.60
Fork Lift Driver (licensed)	594.90	2.8	611.60
Moulder 1	594.90	2.8	611.60
Group III			
Moulder II	603.90	2.8	620.80
Plant Maintenance Operator	615.70	2.8	632.90
Tunnel Kiln Operator	615.70	2.8	632.90
Senior Tunnel Kiln Operator (temp)	667.70	2.8	686.40

**Table 2 - Other Rates and Allowances**

Item No	Clause No	Brief Description	Amount
			\$
1	5.1.2	Industry Allowance	23.34 per week
2	5.1.3	Leading Hand (1-7 emp)	23.36 per week
		Leading Hand (over 7 emp)	31.33 per week
3	6.4.4	Meal Allowance	7.07 per meal
4	5.5.2(a)	Shift allowance - rotating day -afternoon, day-night, day-afternoon-night shift	11.50 per shift
5	5.5.2(b)	Shift allowance - rotating afternoon - night shift	14.45 per shift
6	5.5.2 {c}	Shift allowance - permanent night shift	27.00 per shift
7	5.5.3	Manganese Dioxide	1.85 per hour
8	5.5.4	First Aid allowance	2.55 per day

3. This variation shall take effect from the first full pay period commencing on or after 17 January 2010.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

**RURAL TRAINEESHIPS (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1998 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete subclauses (e), (f) and (g), of clause 9, Wages, of the award published 16 June 2000 (316. I.G. 605), and insert in lieu thereof the following:

- (e) Table 1 - Skill Level A

**Table 1 - Weekly Rates - Industry/Skill Level A**

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

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

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

**Table 2 - Weekly Rates - Industry/Skill Level B**

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

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

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

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

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	253.00	279.00	321.00
Plus 1 year out of school	279.00	321.00	362.00
Plus 2 years	321.00	362.00	403.00
Plus 3 years	362.00	403.00	451.00
Plus 4 years	403.00	451.00	451.00
Plus 5 years or more	451.00	451.00	451.00

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

(f) School-Based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Skill Levels A, B and C	253.00	279.00

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

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

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

2. Delete paragraph (ii), of subclause (h), of the said clause 9, and insert in lieu thereof the following:

(ii) Wage Rates for Certificate IV Traineeships

- (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A, B, or C as applicable with the addition of 3.8 per cent of that wage rate.
- (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

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

3. Delete Tables 1 and 2 of subclause (b), of clause 10, Part Time Traineeships, and insert in lieu thereof the following:

**Table 1 - Hourly Rates for Trainees who Have Left School**

Skill Level A	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	8.34	9.18	11.01
Plus 1 year after leaving school	9.18	11.01	12.80
Plus 2 years	11.01	12.80	14.92
Plus 3 years	12.80	14.92	17.05
Plus 4 years	14.92	17.05	17.05
Plus 5 years or more	17.05	17.05	17.05
<b>Skill Level B</b>			
School leaver	8.34	9.18	10.66
Plus 1 year after leaving school	9.18	10.66	12.27
Plus 2 years	10.66	12.27	14.42
Plus 3 years	12.27	14.42	16.42
Plus 4 years	14.42	16.42	16.42
Plus 5 years or more	16.42	16.42	16.42
<b>Skill Level C</b>			
School leaver	8.34	9.18	10.55
Plus 1 year after leaving school	9.18	10.55	11.88
Plus 2 years	10.55	11.88	13.26
Plus 3 years	11.88	13.26	14.84
Plus 4 years	13.26	14.84	14.84
Plus 5 years or more	14.84	14.84	14.84

**Table 2 - Hourly Rates for School-Based Traineeships**

	Year of Schooling	
	Year 11 \$	Year 12 \$
Skills levels A, B and C	8.34	9.18
20% loading	10.01	11.02

4. This variation shall take effect from the first full pay period to commence on or after 31 December 2010.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

(607)

SERIAL C7388

**SOAP AND CANDLE MAKERS (STATE) CONSOLIDATED AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete clause 2, Safety Net Commitments, of the award published 29 August 2008 (366 I.G. 704), and insert in lieu thereof the following:

**2. Safety Net Commitments**

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

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

Classification	SWC 2007 Amount \$	SWC 2008 Adjust. %	SWC 2008 Amount \$
Group I - Employee in charge of soap Making Chemithon Plant Operator	556.50	4	578.80
Group II - Soap Boiler, including the finishing of Soap Pan Tower Operator Granulation Plant Operator Fork Lift Operator	545.40	4	567.30
Group III - Employees working at Pans/Kettle Operator Amalgamator and Mill Operator Glycerine Room Operator Wrapping Machine Operator Automatic Stamping Machine Operator Liquid Detergents Operator Mixing (Non-soap Detergents Operator Screens and Dosing	537.20	4	558.70

Operator Soap Dryer Operator Tallow Beaching Machine Adjuster, all locations Chemithon Assistant Operator Weight Controller			
Group IV - Malleys Dust Collector Jet Room Operator Employees engaged in mechanical and/or hand crushing Employee melting out oils and fats Employee pumping oil to soap pans and kettles Treatment - hand, glycerine Assistant mixer operator, non-soapy detergent Powder Reclaiming Operator	531.50	4	552.80
Group V - Employees engaged in open air stacking, handling and receiving raw materials Employee filing, trucking, weighing, etc. Employee on automatic sealing machine Soda Boiler Employee not elsewhere classified	525.70	4	546.70
Stearine and Candles - Candle Maker Stillman Candle Moulder Stearine Press Operator Employees concentrating candle crude glycerine Operator in charge of flat splitting plant General Hand not elsewhere classified Candle Manufacturer All others	532.30 530.10 526.70 524.40 524.40 530.10 524.40 524.40 524.40	4 4 4 4 4 4 4 4 4	553.60 551.30 547.80 545.40 545.40 551.30 545.40 545.40 546.70

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2007 Amount \$	SWC 2008 Amount \$
1	5(iv)	Leading Hand Allowance -		
		In charge of 3 to 6 employees	22.50	23.40
		In charge of 7 to 10 employees	28.40	29.50
		In charge of 11 to 15 employees	33.60	34.90
		In charge of more than 15 employees	41.60	43.30
2	5(v)	Employees engaged in cleaning pits, tanks, vats and/or stumps and/or evaporator tubes	0.87	0.90
3	5(vi)	Employees required to empty bags of soda ash by hand	0.86	0.89
4	5(vii) 27(ii)	First-aid Attendant	2.90	3.00
5	15(i) & 15(iii)	Meal Allowance Overtime in excess of four hours Notified of overtime	9.70	10.25

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

3. This variation shall take effect from the first full pay period to commence on or after 23 December 2009.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

**SOAP AND CANDLE MAKERS (STATE) CONSOLIDATED AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete clause 2, Safety Net Commitments, of the award published 29 August 2008 (366 I.G. 704), and insert in lieu thereof the following:

**2. Safety Net Commitments**

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

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

Classification	SWC 2008 Amount \$	SWC 2009 Adjust. %	SWC 2009 Amount \$
Group I - Employee in charge of soap Making Chemithon Plant Operator	578.80	2.8	595.00
Group II - Soap Boiler, including the finishing of Soap Pan Tower Operator Granulation Plant Operator Fork Lift Operator	567.30	2.8	583.20
Group III - Employees working at Pans/Kettle Operator Amalgamator and Mill Operator Glycerine Room Operator Wrapping Machine Operator Automatic Stamping Machine Operator Liquid Detergents Operator Mixing (Non-soap Detergents) Operator Screens and Dosing	558.70	2.8	574.30



Operator Soap Dryer Operator Tallow Beaching Machine Adjuster, all locations Chemithon Assistant Operator Weight Controller			
Group IV - Malleys Dust Collector Jet Room Operator Employees engaged in mechanical and/or hand crushing Employee melting out oils and fats Employee pumping oil to soap pans and kettles Treatment - hand, glycerine Assistant mixer operator, non-soapy detergent Powder Reclaiming Operator	552.80	2.8	568.30
Group V - Employees engaged in open air stacking, handling and receiving raw materials Employee filing, trucking, weighing, etc. Employee on automatic sealing machine Soda Boiler Employee not elsewhere classified	546.70	2.8	562.00
Stearine and Candles - Candle Maker Stillman Candle Moulder Stearine Press Operator Employees concentrating candle crude glycerine Operator in charge of flat splitting plant General Hand not elsewhere classified Candle Manufacturer All others	553.60 551.30 547.80 545.40 545.40 551.30 545.40 545.40 546.70	2.8 2.8 2.8 2.8 2.8 2.8 2.8 2.8 2.8	569.10 566.70 563.10 560.70 560.70 566.70 560.70 560.70 562.00

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2008 Amount \$	SWC 2009 Amount \$
1	5(iv)	Leading Hand Allowance -		
		In charge of 3 to 6 employees	23.40	24.10
		In charge of 7 to 10 employees	29.50	30.30
		In charge of 11 to 15 employees	34.90	35.90
		In charge of more than 15 employees	43.30	44.50
2	5(v)	Employees engaged in cleaning pits, tanks, vats and/or stumps and/or evaporator tubes	0.90	0.93
3	5(vi)	Employees required to empty bags of soda ash by hand	0.89	0.91
4	5(vii) 27(ii)	First-aid Attendant	3.00	3.10
5	15(i) & 15(iii)	Meal Allowance		
		Overtime in excess of four hours Notified of overtime	10.25	10.90

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

3. This variation shall take effect from the first full pay period to commence on or after 23 December 2010.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

**STAFF SPECIALISTS (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 1019 of 2008)

Before The Honourable Justice Boland, President

17 December 2008

**AWARD****INDEX****PART A - AWARD**

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Issue Resolution
4.	Normal Duties
5.	Salary
6.	Salary Sacrifice - Definition
7.	Salary Sacrifice
8.	Salary Sacrifice for Superannuation
9.	Limitation on the Amount to be Sacrificed
10.	Exclusions
11.	Managerial Allowance
12.	Performance Agreement
13.	Part-time Employment and Arrangements
14.	Work Location
15.	Outside Practice
16.	Postgraduate Fellow
17.	Annual Leave
18.	Long Service Leave
19.	Sick Leave
20.	Family and Community Service Leave
21.	Personal/Carer's Leave
22.	Maternity, Adoption and Parental Leave
23.	Telephones
24.	Office, Secretarial and Administrative Support
25.	Specialist Medical Administrators
26.	Labour Flexibility
27.	Anti-Discrimination
28.	Redundancy
29.	Underpayment and Overpayment of Salaries
30.	Monthly Leave Return
31.	Leave Reserved
32.	No Extra Claims
33.	Area, Incidence and Duration

## PART B

## MONETARY RATES

Schedule 1 - Staff Specialists Salary Rates  
Schedule 2 - Allowances

## PART C

## OTHER MATTERS

Schedule 1 - List of exclusions in relation to clauses 7 - 10  
(inclusive)  
Schedule 2 - List of recognised Australasian Specialist  
Colleges  
Schedule 3 - Specialties undertaking shiftwork  
  
Annexure - Pro-forma Staff Specialist Performance  
Agreement

**1. Title**

This Award shall be known as the Staff Specialists (State) Award

**2. Definitions**

"Award" means the Staff Specialists (State) Award.

"Employer" means the Director-General exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Director General).

"Entitlements" means entitlements pursuant to this Award as varied from time to time.

"Federation" means the Australian Salaried Medical Officers' Federation (New South Wales)

"Health System" means the Public Health System of New South Wales.

"Hospital" means a public hospital as defined in section 15 of the *Health Services Act 1997*.

"Normal Duties" means clinical, teaching, research, administrative, quality improvement or other duties and responsibilities undertaken by the Staff Specialist.

"Part Time Working Arrangement" means an agreement between a Staff Specialist and the Employer for the Staff Specialist to provide his/her services on a part time employment basis pursuant to Clause 13 of this Award.

"Performance Agreement" is an agreement in accordance with the provisions of clause 12 of this Award.

"Postgraduate Fellow" means an employee who has completed postgraduate medical training but who has not yet been appointed as a specialist/senior specialist and who occupies a position classified as Postgraduate Fellow.

"Practice" means clinical, administrative, teaching, research, quality improvement or other duties and responsibilities undertaken by the Staff Specialist.

"Public Health Organisation" is as defined in section 7 of the *Health Services Act 1997*.

"Salary" means the salary set out in Part B, Schedule 1 to this Award as varied from time to time by Clause 5 of this Award.

"Staff Specialist" means a Specialist, Senior Specialist and Post Graduate Fellow (except where specifically excluded) employed on either a full time or a part time basis.

"Specialist" means a person appointed to a position of Specialist by the Employer. To be eligible for appointment a specialist must be a person who: -

- (a) holds a medical qualification that is registrable in New South Wales; and
- (b) after full registration has spent not less than five years in the practice of medicine in New South Wales in the Health System or in any other institution, whether in New South Wales or elsewhere, deemed by the Employer to be of equivalent standing; and
- (c) inclusive within the period described in (b) above has spent not less than three years in supervised specialist training and/or experience; and
- (d)
  - (i) has obtained a Fellowship of a recognised Australasian Specialist College (see Part C Schedule 2 for list of recognised Australasian Specialist Colleges); or
  - (ii) has proof of recognition as a specialist by the Specialists Recognition Advisory Committee; or
  - (iii) has conditional registration with the NSW Medical Board as an overseas-trained specialists (not including conditional registration as a general practitioner; or
  - (iv) does not have a qualification recognised under (i) (ii) or (iii) above, but has obtained an appropriate higher qualification in his/her specialty acceptable to the Employer after consideration by the Medical and Dental Advisory Committee of the Employer.
- (e) Any decision made by the Employer in determining whether any person is eligible to be appointed as a specialist shall not contravene any applicable provision of the *Anti-Discrimination Act 1977*

Notwithstanding the provisions of subclause (d) above, Staff Specialists who are paid pursuant to this Award (or an Enterprise Agreement) in place immediately before the commencement of this Award will continue to be recognised as Staff Specialists for the purpose of this Award.

"Senior Specialist" means a person who:

- (a) has been employed by the Employer on the maximum salary provided by this Award or the Award for a Specialist for a period of at least three years; and/or
- (b) has gained such experience and attained such ability in his/her specialty which is acceptable to the Employer after consideration by the Medical Appointments Advisory Committee of the employer to justify appointment to the classification; and
- (c) is appointed to a position having such duties and responsibilities as are deemed by the Employer to require the services of a Senior Specialist.

### 3. Issue Resolution

- (a) All parties must:
  - (i) use their best endeavours to co-operate in order to avoid grievances and disputes arising between the parties or between the Employer and individual Staff Specialists; and
  - (ii) abide by the procedures set out in this Clause to resolve any issue which might arise; and
  - (iii) place emphasis on negotiating a settlement of any issue at the earliest possible stage in the process.

- (b) In this Clause, "issue" means any question, issue, grievance, dispute or difficulty which might arise between the parties about the interpretation, application or operation of this Award.
- (c) The following procedures will be facilitated by the earliest possible advice by one party to the other of any issue or problem which may give rise to a grievance or dispute.
- (d) Any issue must be discussed in the first instance by the Staff Specialist and his or her immediate supervisor.
- (e) If the issue is not resolved within a reasonable time it must be referred by the Staff Specialist's immediate supervisor to the Chief Executive (however called) of the relevant Public Health Organisation (or his or her nominee). Discussions at this level must take place and be concluded within a reasonable time or such extended period as may be agreed.
- (f) If the issue remains unresolved the Staff Specialist may request the Federation to then confer with the Chief Executive of the Public Health Organisation or his/her nominee. The conclusions reached by those representatives must be reported to the parties involved in the grievance/dispute within a reasonable time or such extended period as may be agreed.
- (g) If these procedures are exhausted without the issue being resolved, either party may seek to have the matter mediated by an agreed third party being:
  - (i) by way of preference, a person who is not employed as a Staff Specialist by the Employer and who has a knowledge of Staff Specialist arrangements, including this Award; or
  - (ii) a suitably qualified mediator.

If the matter remains unresolved either party may then

refer the matter to the Director-General of the NSW Department of Health, or

refer the matter in accordance with the provisions of the *Industrial Relations Act 1996* (NSW) to the Industrial Relations Commission for its assistance in resolving the issue.

- (h) The parties agree that normal work will continue and there will be no stoppages of work or any other bans or limitations on the performance of work while these procedures are being followed. Unless agreed otherwise by the parties, the status quo before the emergence of the issue must continue whilst these procedures are being followed. For this purpose, "status quo" means the work procedures and practice in place:
  - (i) immediately before the issue arose; or
  - (ii) immediately before any change was made to those procedures or practices which caused the issue to arise.
- (i) The Employer must ensure that all practices applied during the operation of these procedures are in accordance with safe working practices.
- (j) Throughout all stages of these procedures adequate records must be kept of all discussions.

#### 4. Normal Duties

##### Part A - General

- (a) Normal Duties will be worked for:
  - (i) Not less than 40 hours per week; or
  - (ii) 10 sessions per week

over five days per week.

(b) The Normal Duties hours set out in (a) above may be averaged over

- (i) four days per week; or
- (ii) a longer roster period

as agreed between the Staff Specialist and the Employer, and specified in the Staff Specialist's performance agreement.

(c)

- (i) With the exception of Staff Specialists working in accordance with paragraph (d) below, Normal Duties will be worked within the span of hours of 7.00 am to 6.00 pm Monday to Friday inclusive.
- (ii) Where Normal Duties hours are averaged over a roster period longer than 1 week as provided for in (b) above, Normal Duties may be worked Monday to Sunday inclusive.

(d) Shift Work

- (i) Staff Specialists who are employed in a specialty or category specified in Part C Schedule 3 to this Award may be required to undertake shiftwork as part of their Normal Duties as specified in (a) or (b) above. This shiftwork may comprise day or evening shifts.
- (ii) For Staff Specialists working shift work, Normal Duties will be worked within the span of hours of 7.00 am to midnight Monday to Sunday inclusive;
- (iii) For Staff Specialists who undertake shiftwork, the normal rostered duties hours will be paid at ordinary time plus the appropriate penalty rate:

hours worked between 6.00 pm and midnight Monday to Friday - 12.5%;

hours worked between 7.00 am and midnight Saturday - 50%;

hours worked between 7.00 am and midnight Sunday - 75%; and

all hours worked on Public Holidays - 150%.

The penalty rate will be calculated on the Staff Specialist's salary as set in Part B Schedule 1 Rates of Pay of this Award plus the Special Allowance and Level 1 Private Practice Allowance specified in the Salaried Senior Medical Practitioners Determination, as varied from time to time.

- (iv) Additional specialties or categories may be included in Part C Schedule 3 to this Award from time to time by agreement between the Federation and the Director-General of the NSW Department of Health. If agreement cannot be reached, either party may make application to the Industrial Relations Commission for a variation to Part C Schedule 3.

(e) Staff Specialists will be available for reasonable on call and recall duties outside of Normal Duties.

#### Part B - Normal Duties Roster Changes

(a) When developing rosters for Normal Duties in accordance with the provisions of Clause 4, Normal Duties of the Award, the Employer will ensure that:

- (i) Staff specialists are consulted and regard is to be given to any family, carer or other personal and professional concerns and responsibilities identified by the staff specialist to ensure, where

- practicable, that the staff specialist is not adversely affected and that alternative arrangements can be made if possible (eg change of child care or outside practice arrangements); and
- (ii) the principal outcome of changes to rosters is to maximise the effective delivery of clinical services by ensuring that senior medical staff are rostered to work Normal Duties at times and at places that most effectively meet the service delivery needs and operational requirements; and
  - (iii) rosters identify the general nature of the work to be performed on each shift (clinical/direct patient care, administrative, teaching, research or quality improvement) and the facility at which the shift is to be worked.
- (b) On call rosters and responsibilities should align with Normal Duties roster days wherever practicable.
  - (c) Wherever practicable, the usual pattern of Normal Duties will be consistent from one roster period to the next.
  - (d) Notice Periods
    - (i) Wherever possible, the following notice periods will apply to changes to the Normal Duties roster:
      - 3 months notice of an ongoing change; or
      - 1 months notice of short-term change (eg to cover a planned absence or one-off event);
    - (ii) These provisions do not prevent the Employer from varying the roster of Normal Duties at short notice in an emergency, in response to an unplanned event or to cover an unplanned absence.
  - (e) Shifts are to be shared equally amongst the staff specialists unless otherwise agreed.

#### Part C - Transition Arrangements for Implementation of Clause 4 Normal Duties

- (a) Staff Specialists employed at the time of making this Award will continue to work in accordance with the rostering arrangements in place at that time for a period of 6 months, unless a shorter transitional period is agreed between the Employer and Staff Specialists.
- (b) During this 6-month period, the Employer and Staff Specialists will work co-operatively to review the existing Normal Duties rostering arrangements and, where necessary, develop new Normal Duties rosters in accordance with the principles set out in the Normal Duties Roster Changes clause.

### 5. Salary

- (a) A full time Staff Specialist will be paid the salary as set out in Schedule 1 of Part B Monetary Rates of this Award.
- (b) A Postgraduate Fellow will be paid the salary as set out in Schedule 1 Part B Monetary Rates of this Award.
- (c) A Staff Specialist will progress to the next incremental step on the anniversary date of his/her commencement as a Staff Specialist pursuant to Clause 2, Definitions.
- (d) This clause does not preclude the Employer, at the Employer's sole discretion:
  - (i) initially appointing a Staff Specialist to a higher step within the Staff Specialist range; or
  - (ii) accelerating a Staff Specialist through the steps within the Staff Specialist range irrespective of the length service.



Such accelerated progression does not include the Senior Specialist rate, which can only be accessed by appointment to a Senior Specialist position, in accordance with the definition in Clause 2 of this Award.

- (e) The weekly rate will be ascertained by dividing the annual salary by 52.17857.
- (f) The hourly rate for calculation of penalty rates will be 1/40th of the weekly rate.
- (g) Except as provided for elsewhere in this Award and other relevant industrial instruments, the salary set out in Part B Schedule 1, Rates of Pay of this Award will be full compensation for all aspects and hours of work.

#### **6. Salary Sacrifice - Definition**

For the purposes of Clauses 7, 8, 9, 10 "salary sacrifice" means the reduction in legally payable salary and allowances in exchange for benefits provided by the Employer.

#### **7. Salary Sacrifice**

In this clause 'superannuable salary' means the Staff Specialist's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations as per the relevant superannuation legislation governing the fund, or, in respect of Staff Specialists who elect to have contributions made to a non public sector superannuation scheme, 'superannuable salary' means the Staff Specialist's salary that would have been notified from time to time to the New South Wales public sector superannuation trustee corporations but for the Staff Specialist's election to have contributions made to a non public sector superannuation scheme.

- (a) Subject to the other provisions of this clause, Staff Specialists may salary sacrifice from the range of benefits the Director-General of the NSW Department of Health and Federation agree upon from time to time.
- (b) Salary sacrifice arrangements must be formalized by an agreement between the Staff Specialist and the employer.
- (c) The salary sacrifice agreement must be prospective, that is, the agreement must be made prior to the commencement of the period of service to which the earnings relate.
- (d) Subject to Australian Taxation Law, the sacrificed amount of superannuable salary will reduce the Staff Specialist's remuneration subject to appropriate PAYE taxation deductions by the amount sacrificed.
- (e) The fringe benefits tax on the benefits chosen by the Staff Specialist that would have been payable except for the public hospital fringe benefit exemption status, will be calculated for each Staff Specialist who enters into a salary sacrifice arrangement. This amount will be divided equally between the Employer and the Staff Specialist.
- (f) Any fringe benefits tax applicable to the benefits packaged by a Staff Specialist will be deducted from the total amount sacrificed in that Staff Specialist's salary sacrifice agreement.
- (g) The administration cost of each salary sacrifice agreement will be shared equally by the Employer and the participating Staff Specialist. The Staff Specialist's share will be deducted from the total amount sacrificed in that Staff Specialist's salary sacrifice agreement.
- (h) Subject to Clause 9, the total amount sacrificed in any salary sacrifice agreement may be up to 100% of the Staff Specialist's superannuable salary.
- (i) Any allowance, payment for unused leave entitlements, weekly workers' compensation or other payment, other than any payment for leave taken in service, to which a Staff Specialist is entitled under this award or applicable Act or statute which is expressed to be determined by reference to a Staff Specialist's salary, shall be calculated by reference to the salary and allowances which would have applied to the Staff Specialist in the absence of any salary sacrifice arrangements made pursuant to this award.

- (j) Any pre-tax or post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be sacrificed. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees, and private health fund membership fees.

### 8. Salary Sacrifice for Superannuation

- (a) In this clause ‘superannuable salary’ means the Staff Specialist’s salary as notified from time to time to the New South Wales public sector superannuation trustee corporations as per the relevant superannuation legislation governing the fund, or, in respect of Staff Specialists who elect to have contributions made to a non public sector superannuation scheme, ‘superannuable salary’ means the Staff Specialist’s salary that would have been notified from time to time to the New South Wales public sector superannuation trustee corporations but for the Staff Specialist’s election to have contributions made to a non public sector superannuation scheme.
- (b) Consistent with the provisions of Clause 7. Salary Sacrifice, a Staff Specialist may elect, subject to the agreement of the Staff Specialist’s employer, to sacrifice a part or all of his/her superannuable salary to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. Subject to Clause 9, the amount sacrificed may be up to 100% of the superannuable salary.
- (c) Where the Staff Specialist has elected to sacrifice a part or all of that superannuable salary to additional employer superannuation contributions:
- (i) Subject to Australian Taxation Law, the sacrificed amount of superannuable salary will reduce the Staff Specialist’s remuneration subject to appropriate PAYE taxation deductions by the amount sacrificed; and
- (ii) Any allowance, payment for unused leave entitlements, weekly workers’ compensation, or other payment, other than any payment for leave taken in service, to which a Staff Specialist is entitled under this award or any applicable Act or statute which is expressed to be determined by reference to a Staff Specialist’s salary, shall be calculated by reference to the salary and allowances which would have applied to the Staff Specialist in the absence of any salary sacrifice arrangements made pursuant to this award.
- (d) The Staff Specialist may elect to have the amount of superannuable salary which is sacrificed to additional superannuation contributions:
- (i) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
- (ii) subject to the employer’s agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (e) Where a Staff Specialist elects to salary sacrifice in terms of subclause (d) above, the employer will pay the specified amount into the relevant superannuation fund.
- (f) Where the Staff Specialist is a member of a superannuation scheme established under:
- (i) the *Police Regulation (Superannuation) Act, 1906*;
- (ii) the *Superannuation Act, 1916*;
- (iii) the *State Authorities Superannuation Act, 1987*;
- (iv) the *State Authorities Non-contributory Superannuation Act, 1987*; or
- (v) the *First State Superannuation Act, 1992*.

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

- (g) Where, prior to electing to sacrifice a part or all of his/her superannuable salary to superannuation, a Staff Specialist had entered into an agreement with the employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (f) above, the employer will continue to base contributions to that fund on the superannuable salary to the same extent as applied before the Staff Specialist sacrificed that amount of salary to superannuation. This clause applies even though the superannuation contributions made by the employer may be in excess of the superannuation guarantee requirements after the salary sacrifice is implemented.
- (h) Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of available salary to be sacrificed. Such payroll deductions may include but are not limited to superannuation payments, HECS payments, child support payments, judgement debtor/garnishee orders, union fees and private health fund membership fees.

### **9. Limitation on the Amount to Be Sacrificed**

If a Staff Specialist sacrifices under both Clauses 7 and 8, the total amount to be sacrificed may be up to 100% of the superannuable salary.

### **10. Exclusions**

For the individuals named in Part C Schedule 1 to this Award, the provisions of Clauses 6, 7, and 9 will be applied with certain modifications, while they remain in the positions they occupy as at 22 October 1999. The details of the modifications are set out in Schedule 1 of Part C, Other Matters of this Award. Those individuals who move to new positions or who elect to be removed from Schedule 1, Part C Other Matters will be entitled to the provisions of Clauses 6, 7, and 9 without modification and will have no right of reversion to the previous provisions.

### **11. Managerial Allowance**

- (a) It is an expectation that a certain level of management responsibility is an essential part of the duties of a Staff Specialist.
- (b) In addition to the salaries prescribed by this Award, a Staff Specialist required by the Employer to undertake additional responsibilities specifically associated with the management of a unit, department or service shall be paid an additional allowance as set out in Schedule 2 of Part B to this Award.
- (c) To be eligible for payment of this allowance, the additional management responsibilities will include direct line responsibility for a unit, department or service and involvement in a number of, but not necessarily all, of the following:
  - (i) cost centre management including budget preparation and management of allocated budget
  - (ii) participation in planning and policy development
  - (iii) responsibility for the co-ordination of research, training or teaching programs
  - (iv) membership and participation in senior executive management teams
- (d) The Managerial Allowance at the Level 1 rate is payable to Staff Specialists who satisfy the criteria in (c) and who are specifically required by the Employer to undertake these additional managerial responsibilities. It is expected that a Staff Specialist receiving a Level 1 allowance will as a minimum perform human resource management responsibilities which include the direct supervision of staff (including other Staff Specialists, Career Medical Officers and Junior Medical Officers where staff from these classifications are in the unit, service or department being managed), allocation of duties, approval of staff rosters, implementation of the provisions of Clause 12 Performance Agreement in respect of

other Staff Specialists in the unit, service or department being managed, monitoring of hours worked and other performance management matters. It is also expected that a Staff Specialist receiving a Level 1 allowance will be responsible for ensuring that quality improvement and clinical governance activities are implemented.

- (e) The Managerial Allowance at the Level 2 rate is payable to those Staff Specialists satisfying the criteria in (c) and (d) who, in the assessment of the Employer, have significant additional managerial responsibilities involving multiple units, services or departments, eg. Divisional responsibility.
- (f) The Managerial Allowance at the Level 3 rate is payable to those Staff Specialists who, in addition to satisfying the criteria in (e), have a level of managerial responsibility deemed by the Employer to require an allowance at the Level 3 rate, eg. Area-wide responsibility. It is recognised that managerial responsibilities at this level may not involve the duties at a Department or unit level outlined in (d).
- (g) The Managerial Allowances are not cumulative and are only payable for the period in which the Staff Specialist has been allocated the additional managerial responsibilities by the Employer.
- (h) Managerial allowances may be withdrawn with one month's notice by the Employer if it determines that it no longer requires the Staff Specialist to undertake the relevant managerial responsibilities. This subclause does not apply to Staff Specialists who have been appointed to a position where the managerial duties for which the allowance is paid are an intrinsic part of the substantive position.
- (i) The Managerial Allowances shall be paid during paid absences on approved leave, on termination of employment including voluntary redundancy (on the basis of pro rata the annual amount for each week of paid leave) and for superannuation.
- (j) The Employer may direct a Staff Specialist, as a condition of receiving the managerial allowance, to attend training intended to support and improve management skills and competencies.

## 12. Performance Agreement

- (a) Each full time and part time Staff Specialist will have a written annual Performance Agreement developed jointly by the Staff Specialist and his/her designated supervisor and signed by the Chief Executive (however called) of the relevant Public Health Organisation or his or her nominee. The standard format to be used for performance agreements is annexed to this Award.
- (b) The Performance Agreement will be developed and completed within one month of the offer of a draft performance agreement. A Staff Specialist who at the time of making of this Award does not have a written Performance Agreement, will develop and complete a Performance Agreement within one month of the offer of a draft performance agreement.
- (c) In the event that agreement is not reached within a further 2 weeks, the matter must be resolved in accordance with the provisions of Clause 3, Issues Resolution of this Award.
- (d) The Staff Specialist and his/her designated supervisor will jointly review the Staff Specialist's performance under the Performance Agreement once in each 12 month period. Each review is to include an evaluation of the Staff Specialist's level of achievement of any specified service improvement objectives which are agreed between the Staff Specialist and his/her supervisor.
- (e) A Performance Agreement will include, but not necessarily be limited to, the following:

Details of the time and place that the normal duties are to be worked.

The nature of work to be performed during normal duties, (whether that is clinical, teaching, administrative, research, quality improvement or other activities).

The anticipated on call frequency and roster.

Any specific call back requirements.

Private billing expectations for Level 1 Staff Specialists.

Any agreement on the amount of time that the Staff Specialist will be released from Normal Duties eg to undertake college and other professional association activities.

Where appropriate, any financial, activity targets or health targets.

Specific commitments and standards from the Employer for the provision of clinical support, including staff, equipment, facilities and billing.

Expectations in respect of management responsibilities, quality improvement and clinical governance activities, post graduate and undergraduate teaching activities, continuing education, research, health outcomes.

Any part time working arrangement in accordance with clause 13 of this Award or outside practice approvals in accordance with clause 15 of this Award.

- (f) The parties agree that clinical, research, teaching, administrative, quality improvement and managerial duties are important aspects of the Normal Duties of a staff specialist. The allocation of time to perform these duties will form part of the performance agreement process and be reviewed as part of the performance agreement review process.

### **13. Part Time Employment and Arrangements**

- (a) Staff Specialists covered by this Award may, with the approval of the Employer, work part-time with the Employer by entering into a written Part Time Working Arrangement which may be varied from time to time by agreement.
- (b) The minimum period of work under a part time working arrangement is 0.1 full time equivalent (FTE).
- (c) Part time Working Arrangements can either be on an on-going basis or for a fixed term (with subsequent return to full time hours for permanent Staff Specialists). The type of working arrangement must be specified in the Part time Working Arrangement and if the arrangement is for a fixed term, then the period of time must also be specified.
- (d) Transfer from an on-going Part Time Working Arrangement to full time employment, or early termination of a fixed term Part time Working Arrangement (with consequential return to full time employment for permanent Staff Specialists) must be by agreement between the Staff Specialist and the Employer and recorded in writing.
- (e) A Staff Specialist employed under a Part Time Agreement pursuant to this Clause will be entitled to accrue all entitlements including salary on a proportionate basis to a Staff Specialist employed on a full time basis.
- (f) A Staff Specialist who works pursuant to a Part Time Agreement will progress to the next incremental step every 12 months from the date of the Staff Specialists commencement of employment, provided the work performed by the Staff Specialist extraneous to the Part Time Agreement is commensurate with the experience of a full-time Staff Specialist and is acceptable to the Employer. This subclause does not preclude accelerated progression.
- (g) Staff Specialists employed pursuant to a Part Time Working Arrangement must participate in the on-call roster to a reasonable extent. The on-call obligations of part time Staff Specialists will be, wherever practicable, aligned to the part time Staff Specialist's normal duties.
- (h) In determining reasonable on-call rosters for part time Staff Specialists, consideration should be given to the level of on-call participation applicable to full time and part time Staff Specialists on the same on-call roster.

- (i) A Staff Specialist is required to provide a minimum notice period of three months when requesting the Employer's approval to reduce from full time to part time employment, or to reduce a fractional appointment. The Employer may consider a lesser period of notice of the request where pressing personal circumstances apply.

#### 14. Work Location

- (a) Subject to the provisions of this clause, a Staff Specialist may be required by the Employer to work at any of the hospitals, institutions or other health services conducted by the relevant public health organisation.
- (b) Before a requirement under subclause (a) above is made, the Employer will ensure that:
  - (i) the Staff Specialist is consulted in regard to the proposal to require work at another location;
  - (ii) the duties are consistent with the Staff Specialist's area of specialty, expertise and seniority and the Labour Flexibility clause of this Award;
  - (iii) the travel requirements are reasonable having regard to:
    - (1) the number of work locations,
    - (2) the frequency of attendance at each work location
    - (3) the distance of those work locations from the Staff Specialist's place of residence at the time the Staff Specialist accepted his/her offer of appointment as a Staff Specialist and
    - (4) the travelling time normally involved in attending the place of work at the time of making this award
  - (iv) while it is generally expected that Staff Specialists will not be required to provide services at more than two locations, in particular specialties, geographic circumstances or networking arrangements, Staff Specialists may be required to provide services at more than two locations;
  - (v) a Staff Specialist required to work at another location will have access to the same parking arrangements as those provided to other Staff Specialists at that location and shall be reimbursed by the Employer for any additional parking fees or road tolls paid as a consequence of working at more than one location;
  - (vi) where on call duties are rostered, the Staff Specialist is capable of returning to the workplace within a reasonable timeframe for an emergency call back (a change of the Staff Specialist's place of residence does not exempt the Staff Specialist from the on call obligations established at the time of his or her appointment or the obligations in place at the time of the making of this Award);
  - (vii) wherever practicable, on-call obligations are aligned to the Staff Specialist's normal duties. There shall be no additional on call obligations placed upon a Staff Specialist by reason of any requirement arising from this clause. In determining on-call rosters, consideration should be given to the level of on-call participation of other Staff Specialists on the same on-call roster;
  - (viii) the letter of appointment and/or the performance agreement will specify the locations where the Staff Specialist will be required to provide services. Where the Employer requires a Staff Specialist to commence work at an additional location not specified in the letter of appointment/annual performance agreement, the Employer will give 3 months notice;
  - (ix) regard is given to any family, carer or other personal responsibilities identified by the Staff Specialist so as to minimise any potential adverse impacts on those responsibilities;

- (x) a Staff Specialist required to work at another location will not be financially disadvantaged in regard to drawings, accounting fees for partnerships and reimbursement of medical indemnity payments made from the No.1 Account, as a result of any such requirement;
- (xi) the relevant factors for determining financial disadvantage will be:
  - (1) Drawings - percentage of maximum drawings paid to the Staff Specialist averaged over the last three full financial years (or for Staff Specialists where three years comparison is not available, such lesser periods as may be available by way of comparison) prior to the date on which the requirement to work at another location came into effect;
  - (2) Accounting fees for partnerships - the accounting fees for partnerships reimbursement received by or paid on behalf of the Staff Specialist, relative to her/his partnership share, averaged over the last three full financial years (or for Staff Specialists where three years comparison is not available, such lesser periods as may be available by way of comparison) prior to the date on which the requirement to work at another location came into effect; and
  - (3) Medical indemnity payments - percentage of indemnity reimbursement received by or paid on behalf of the staff specialist relative to the amount claimed where any differential is as a result of insufficient funds available in the No.1 Account, averaged over the last three full financial years (or for Staff Specialists where three years comparison is not available, such lesser periods as may be available by way of comparison) prior to the date on which the requirement to work at another location came into effect.

Where financial disadvantage occurs in relation to drawings, accounting fees for partnerships and medical indemnity reimbursement in accordance with these comparators, the Employer will provide supplementary funding to fully alleviate the financial disadvantage.

The supplementary funding, when provided, will be for an initial period of five years. At the conclusion of the five year period, the supplementary funding may be continued by approval of the Director-General of the NSW Department of Health.

- (xii) adequate resources are made available to the Staff Specialist at the additional work location;
  - (xiii) the next annual performance review process will be the means of determining whether non-clinical time should be changed as a result of the requirement to work at another location;
  - (xiv) reporting lines are clearly specified for each location at which the Staff Specialist is required to work;
  - (xv) the requirement for a staff specialist to work at another location will not impose an unreasonable workload on the staff specialists remaining at the primary work location.
- (c) In the event that a Staff Specialist is required to work at an additional location and the Staff Specialist contends that the requirement is unreasonable and/or would have a harsh or unfair impact, the Staff Specialist may invoke the Issue Resolution clause of this Award.
  - (d) These arrangements in no way proscribe the Employer's capacity to direct a Staff Specialist to temporarily work at a location other than the Staff Specialist's primary work location or locations where there is an emergency situation, subject to the Employer considering any personal circumstances that may be raised by the Staff Specialist.

#### **15. Outside Practice and Other Business Activities**

- (a) A full time Staff Specialist must seek the Employer's approval to engage in medical practice, paid employment or other business activities otherwise than with the Employer.

- (b) Any such approval must be in writing, may be time limited, and must not conflict with the Staff Specialist's commitments to the Employer or obligations under the Code of Conduct issued by the Department of Health as varied from time to time.
- (c) Details of the proposed outside practice commitments, including the location, employer (if any), working times, duration of work, and any on-call commitments must be included in the request for approval.
- (d) Part time staff specialists must notify the Employer of any outside practice (including services provided for another public health organisation or Division of the NSW Health Service). Where the Employer has identified a conflict of interest, or a significant risk of a conflict of interest or conflict with the employer's duty of care arising, and the staff member refuses to cease, or to make necessary adjustments to, his or her outside practice, the Employer may take action to resolve the conflict consistent with any applicable Departmental policies and the Code of Conduct as varied from time to time.
- (e) Subject to any commercial arrangement, a Staff Specialist is not to use any of the Employer's staff or property for activities associated with any outside practice they may undertake.
- (f) No outside practice is to be performed by a Staff Specialist during the span of hours designated for the performance of normal duties as applicable to him or her.

#### **16. Postgraduate Fellow**

- (a) Appointment as a post-graduate fellow will be limited to one year with eligibility for re-appointment on an annual basis for a maximum of 3 years unless there is specific agreement between the individual and the Employer for a lesser period.
- (b) Remuneration will be as outlined in Schedule 1 of Part B Monetary Rates of this Award.
- (c) Post-graduate fellows will be entitled to all other provisions of this Award as if they were appointed as a Staff Specialist, except for salary.

#### **17. Annual Leave and Annual Leave Loading**

##### **A. Annual Leave**

- (a) All Staff Specialists shall be allowed 5 weeks annual leave on full pay in respect of each 12 months service with the Employer plus 1 day on full pay in respect of each public holiday occurring within the period of such leave.
- (b) Staff Specialists who are employed in a specialty or category specified in Part C Schedule 3 to this Award and who are required to work on Sundays during a qualifying period of employment for annual leave purposes shall be entitled to receive additional annual leave in respect of each shift so worked as follows:
  - if 30 or more Sunday shifts have been worked - one week;
  - if less than 30 have been worked - leave proportionately calculated on the basis of 40 hours leave for 30 such shifts worked.
- (c) Annual leave shall be given and shall be taken within a period of 6 months after the date when the right to the annual leave accrued; provided that the giving and taking of the whole or any separate period of such annual leave may, by mutual agreement between the Employer and the Staff Specialist be postponed for a further period not exceeding 6 months.
- (d) If the Staff Specialist and the Employer so agree, the annual leave or any such separate period may be taken wholly or partly in advance, before the Staff Specialist has become entitled to that leave, but where leave is taken in such circumstances a further period of annual leave shall not



commence to accrue until the expiration of the 12 months in respect of which the annual leave or part thereof has been so taken.

- (e) Except as provided by this clause, payment shall not be made by the Employer to a Staff Specialist in lieu of any annual leave or part thereof nor shall any such payment be accepted by the Staff Specialist.
- (f) Subject to the provisions of the New South Wales Annual Holidays Act 1944, the Staff Specialist and the Employer should determine a mutually agreeable date from which annual leave is to be taken and unforeseen circumstances excepted, agreement should be reached two months prior to the commencement of the annual leave.
- (g) The Employer shall pay each Staff Specialist before entering upon annual leave his/her salary for the period of leave if requested by the Staff Specialist, otherwise, the payment will be made in the usual pay period.
- (h) Where the employment of a Staff Specialist is terminated, the Staff Specialist shall be entitled to receive proportionate payment for each completed month of service at the salary which such Staff Specialist is entitled under this Award.
- (i) Where the annual holiday under this clause or any part thereof has been taken in advance by a Staff Specialist pursuant to subclause (d) of this clause, and
  - (i) the employment of the Staff Specialist terminates before he/she has completed the year of employment in respect of which such annual holiday or any part was taken; and
  - (ii) the sum paid by the Employer to the Staff Specialist as ordinary pay for the annual holiday or any part so taken in advance exceeds the sum which the Employer is required to pay to the Staff Specialist under subclause (g) of this clause;

the Employer shall not be liable to make any payment to the Staff Specialist under the said subclause (g), and shall be entitled to deduct the amount of such excess from any remuneration payable to the Staff Specialist upon the termination of the employment.

**B. Entitlement to Annual Leave Loading or Shift Allowances and Weekend Penalties**

- (a) Staff Specialists who become entitled to and take annual leave pursuant to Part A of this clause, shall be paid ordinary salary plus either:
  - (i) an annual leave loading in respect of that entitlement equivalent to 17.5% of four weeks ordinary salary, not exceeding the amount equivalent to 17.5% of four weeks ordinary salary for maximum salary of Clerk Grade 12 under the provisions of the Crown Employees (Administrative and Clerical Officers - Salaries 2003) Award as varied from time to time; or
  - (ii) in the case of a Staff Specialist employed in a specialty or category specified in Part C Schedule 3 to this Award who would have earned shift allowances and/or weekend penalties in excess of the amount of annual leave loading indicated in subclause (a) (i) above, had he/she not taken annual leave; those shift allowances and weekend penalties relating to the ordinary time the Staff Specialist would have earned had he/she not taken annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave).
- (b) In respect of a Staff Specialist who becomes entitled to take annual leave pursuant to subclause (a) of Part B of this clause, and takes that annual leave in broken periods; both the annual leave loading and the maximum amount referred to in subclause (a) (i) of Part B of this clause are to be calculated pro rata for the broken period being taken in the same proportion as the period being taken bears to four weeks. The resultant amount of annual leave loading calculated for the

broken period of annual leave, not exceeding the maximum amount calculated for the same broken period, is to be paid to the Staff Specialist in addition to ordinary salary for the period.

- (c) In respect of a Staff Specialist employed in a specialty or category specified in Part C Schedule 3 of this Award, who becomes entitled to take annual leave pursuant to Part A of this clause, and who takes that annual leave in broken periods, the entitlement to annual leave loading and the maximum amount are to be calculated in the same way as indicated in subclause (b) of Part B of this clause, for the period of annual leave being taken compared with the ordinary time shift allowances and weekend penalties the Staff Specialist would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during the period of annual leave), and the greater of either the calculated annual leave loading (not exceeding the calculated maximum amount) or ordinary time shift allowances and weekend penalties is to be paid to the Staff Specialist in addition to ordinary salary for the period.
- (d) The entitlement to annual leave loading or shift allowances and weekend penalties referred to in subclauses (a) (b) and (c) of Part B of this clause are to be calculated and paid at the same time as the annual leave is paid.
- (e) Annual leave loading is to be calculated at the rate of ordinary salary payable when the annual leave is taken (except provided for in subclause (f) of Part B of this clause), and excludes allowances, penalty or disability rates, commission, bonuses or incentive payments etc. Where the ordinary rate payable changes effective from a date falling within a period of annual leave, the changed rate is to be taken into account, and if necessary, adjustments calculated and corrections to pay made.
- (f) No annual leave loading is payable to a Staff Specialist who takes annual leave wholly or partly in advance of becoming entitled to such annual leave, except if his/her employment continues until the day he/she would have become entitled to take such annual leave, in which case the loading then becomes payable on that day (calculated on rates applicable on that day) in respect of the period/s of annual leave already taken wholly or partly in advance. Staff specialists employed in a specialty or category specified in Part C Schedule 3 of this Award already paid ordinary time shift allowances and weekend penalties in respect of annual leave taken wholly or partly in advance are not eligible to be paid annual leave loading under this subclause.
- (g) No annual leave loading or shift allowances and weekend penalties are payable to a Staff Specialist who is paid the monetary value of annual leave to his/her credit on resignation (not including retirement).
- (h) Upon retirement of a Staff Specialist or upon termination by the Employer of a Staff Specialist for any reason other than misconduct, the Staff Specialist shall be paid annual leave loading on that annual leave which he/she had become entitled to take that the loading would have applied to had the annual leave been taken.
- (i) In respect of that additional annual leave accrued by virtue of being rostered to work and working ordinary hours shifts on Sundays pursuant to subclause (b) of Part A of this clause, no annual leave loading is payable. Staff specialists employed in a specialty or category specified in Part C Schedule 3 of this Award are to be paid, in addition to ordinary salary for such annual leave period/s the ordinary time shift allowances and weekend penalties the Staff Specialist would have earned had he/she not taken the annual leave (provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during the period of annual leave).

### **18. Long Service Leave**

- (a) Entitlement and Accrual
  - (i) After service for 7 years or more but not more than 10 years, a Staff Specialist is entitled to Long Service Leave, proportionate to his or her length of service, calculated at the rate of 2 months on full pay for 10 years served.

- (ii) After service for more than 10 years, a Staff Specialist is entitled to Long Service Leave under subclause (i) above in respect of the first 10 years and additional long service leave, proportionate to his or her length of service, calculated at the rate of 5 months on full pay for each 10 years served after the first 10 years.
- (b) Definition of Service
- (i) For the purposes of this clause:
    - (1) service shall mean continuous service with the Employer (as defined by this Award),
    - (2) continuous service shall have the same meaning as in section 3 of Schedule 3A of the *Public Sector Employment and Management Act 2002*,
    - (3) prior government service will be recognised in accordance with the provisions outlined in Schedule 3A of the *Public Sector Employment and Management Act 2002*.
  - (ii) Broken periods of service with the Employer in one or more public health organisations shall count as service.
  - (iii) Service shall not include any period of leave without pay except in the case of Staff Specialists who have completed at least ten years service (any period of absence without pay being excluded there from) in which case service shall include any period of leave without pay not exceeding 6 months taken after 22 August 1972.
- (c) Taking Long Service Leave
- (i) A staff specialist with an entitlement to long service leave may elect to access such entitlement:
    - (1) on full pay;
    - (2) on half pay; or
    - (3) on double pay.
  - (ii) When a Staff Specialist takes long service leave, the leave entitlement will be deducted on the following basis:
    - (1) a period of leave on full pay - the number of days so taken;
    - (2) a period of leave on half pay - half the number of days so taken; or
    - (3) a period of leave on double pay - twice the number of days so taken.
  - (iii) If a public holiday occurs whilst a Staff Specialist is taking long service leave and the Staff Specialist would have otherwise worked on that day but for the public holiday, the amount of long service leave to be deducted is to be reduced by the public holiday.
  - (iv) Long Service Leave shall be taken at a time mutually arranged between the Employer and the Staff Specialist.
- (d) Payment on Termination
- (i) On the termination of employment of a Staff Specialist with an entitlement to long service leave, otherwise than by his/her death, the Employer will pay the Staff Specialist the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the Staff Specialist at the date of such termination.

- (ii) Where a Staff Specialist who has acquired a right to long service leave, or after 5 years and less than seven years service, dies, the Staff Specialist's estate shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such Staff Specialist had his/her services been terminated as referred to in subclause (d)(i) of this clause, and such monetary value shall be determined according to the salary payable to the Staff Specialist at the time of his/her death.
  - (iii) Where the services of a Staff Specialist with at least 5 years service but less than seven years service, are terminated by the Employer for any reason other than the Staff Specialist's serious and wilful misconduct, or by the Staff Specialist on account of illness, incapacity or domestic or other pressing necessity, he/she shall be entitled to be paid a proportionate amount for long service leave on the basis of 2 months long service leave for 10 years service.
- (e) Preservation of Rights to Long Service Leave
- (i) Rights to long service leave under this Clause shall be in replacement of rights to long service leave, if any, which at the commencement of this Award may have accrued or may be accruing to a Staff Specialist and shall apply only to persons in the employ of the Employer on or after the date of commencement of this Award.
  - (ii) Where a Staff Specialist has been granted long service leave or has been paid its monetary value prior to the date of commencement of this Award, the Employer shall be entitled to debit such leave against any leave to which the Staff Specialist may be entitled pursuant to this Clause.
- (f) Accrual of other entitlements whilst on long service leave
- (i) During a period of long service leave on half pay, a Staff Specialist will continue to accrue at the full time equivalent rate except for annual leave that will accrue at the rate of 50%.
  - (ii) During a period of long service leave on double pay, a Staff Specialist will continue to accrue at the full time equivalent rate including annual leave which will accrue at the single time rate.

### 19. Sick Leave

A full-time Staff Specialist shall be entitled to sick leave on full pay calculated by allowing ten working days for each year of continuous service less any sick leave on full pay already taken, subject to the following conditions;

- (a) the Employer may require the sickness to be certified to by a legally qualified medical practitioner approved by the Employer or may require other satisfactory evidence of the sickness.
- (b) a Staff Specialist shall not be entitled to sick leave until after 3 months' continuous service.
- (c) a Staff Specialist shall not be entitled to sick leave on full pay for any period in respect of which such Staff Specialist is entitled to workers' compensation; provided, however, that the Employer shall pay to a Staff Specialist who has a sick leave entitlement under this clause the difference between the amount received as workers' compensation and full pay. The Staff Specialist's sick leave entitlement under this clause shall, for each week during which such difference is paid, be reduced by that proportion of 1 week which the difference paid bears to full pay.
- (d) for the purposes of this clause "service" means service in any of the positions covered by this Award, provided that any person who was employed by the Employer immediately prior to becoming a Staff Specialist in any position covered by this Award shall be entitled to add to his/her service under this Award the service that he/she has had under any other award/agreement covering his/her employment by the Employer provided that Staff Specialists who are employed by the Employer at the date of the commencement of this Award shall retain to their credit until exhausted, any accumulation of sick leave to their credit immediately prior to such date, and provided further that such credit is not less than the entitlement otherwise prescribed by this clause.

- (e) The Employer shall not terminate the services of a Staff Specialist, except on the grounds of misconduct, during the currency of any period of paid sick leave unless an agreed independent registered medical practitioner certifies that a Staff Specialist is fit to continue in employment and the Staff Specialist refuses to resume duty.
- (f) If a dispute arises as to whether a Staff Specialist is fit to continue in employment, such dispute shall be addressed in accordance with Clause 3, Issue Resolution.
- (g) An employee who ceases employment in one public health organisation and within two months of the last day of service commences employment in another public health organisation does not lose any accrued but untaken sick leave.

## 20. Family and Community Services Leave

### (a) General

- (i) For the purpose of this clause relating to FACS leave:

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

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

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

- (ii) The appropriate Chief Executive or authorised delegate may grant FACS leave to a Staff Specialist:

- (1) to provide care and/or support for sick members of the Staff Specialist's relatives or household; or
- (2) for reasons related to the family responsibilities of the Staff Specialist (e.g. to arrange and or attend a funeral of a relative; to accompany a relative to a medical appointment where there is an element of emergency; parent/teacher meetings; education week activities; to meet elder-care requirements of a relative); or
- (3) for reasons related to the performance of community service by the Staff Specialist (e.g. in matters relating to citizenship; to office holders in local government, other than as a mayor, for attendance at meetings, conferences or other associated duties; representing Australia or the State in major amateur sport other than in Olympic/Commonwealth Games); or
- (4) in a case of pressing necessity (e.g. where a Staff Specialist is unable to attend work because of adverse weather conditions which either prevent attendance or threaten life or property; the illness of a relative; where a child carer is unable to look after their charge).

- (iii) FACS leave replaces compassionate leave.

- (iv) A Staff Specialist is not to be granted FACS leave for attendance at court to answer a criminal charge, unless the Chief Executive or authorised delegate approves the grant of leave in the particular case.

Applications for FACS leave to attend court, for reasons other than criminal charges, will be assessed on an individual basis.

### (b) Entitlement

- (i) The maximum amount of FACS leave on full pay that may be granted to a Staff Specialist is:

- (1) 3 working days during the first year of service, commencing on and from 1 January 1995, and thereafter 6 working days in any period of 2 years; or
- (2) 1 working day, on a cumulative basis effective from 1 January 1995, for each year of service after 2 years' continuous service, minus any period of FACS leave already taken by the Staff Specialist since 1 January 1995,

whichever method provides the greater entitlement.

- (ii) FACS leave is available to part-time Staff Specialists on a pro rata basis, based on the percentage of the full time salary the Staff Specialist receives.

(c) Additional FACS leave for bereavement purposes

Where FACS leave has been exhausted, additional FACS leave of up to 2 days for bereavement may be granted on a discrete, "per occasion" basis to a Staff Specialist on the death of a relative or member of a household as defined in subclause (a) (i) of this clause.

(d) Use of other leave entitlements

The appropriate Chief Executive or authorised delegate may grant a Staff Specialist other leave entitlements for reasons related to family responsibilities or community service of the Staff Specialist.

A Staff Specialist may elect, with the consent of the Employer, to take annual leave; long service leave; or leave without pay.

## 21. Personal/Carer's Leave

(a) Use of sick leave to care for the person concerned - definitions

A person who needs the Staff Specialist's care and support is referred to as the "person concerned" and is:

- (i) a spouse of the Staff Specialist; or
- (ii) 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
- (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 and legal guardian), grandparent, grandchild or sibling of the Staff Specialist or spouse or de facto spouse of the Staff Specialist; or
- (iv) a same sex partner who lives with the Staff Specialist as the de facto partner of that Staff Specialist on a bona fide domestic basis; or
- (v) a relative of the Staff Specialist who is a member of the same household, where for the purpose of this clause relating to Personal/Carer's Leave:

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

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

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

(b) Use of sick leave to care for the person concerned - entitlement

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

- (1) the Staff Specialist being responsible for the care and support of the person concerned; and
  - (2) the person concerned being as defined in subclause (a) of this clause.
- (ii) A Staff Specialist with responsibilities in relation to a person who needs their care and support shall be entitled to use the untaken sick leave, from that year's annual sick leave entitlement, to provide care and support for such persons when they are ill.
  - (iii) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under (ii) above, sick leave untaken from the previous 3 years may also be accessed by a Staff Specialist with responsibilities in relation to a person who needs their care and support.
  - (iv) The Chief Executive or authorised delegate may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave untaken prior to the period referred to in subclause (iii) above.
  - (v) The Staff Specialist shall, if required, establish, either by production of a medical certificate or statutory declaration, that the illness of the person concerned is such as to require care by another person.
  - (vi) The Staff Specialist has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
  - (vii) The Staff Specialist is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
  - (viii) The Staff Specialist 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 Staff Specialist, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Staff Specialist to give prior notice of absence, the Staff Specialist shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.
  - (ix) In normal circumstances, the Staff Specialist must not take leave under this part where another person has taken leave to care for the same person.

(c) Use of other leave entitlements

A Staff Specialist may elect, with the consent of the Employer, to take:

- (i) annual leave, including annual leave not exceeding 10 days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties. A Staff Specialist and the Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least 5 consecutive annual leave days are taken. A Staff Specialist may elect with the Employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (ii) long service leave; or
- (iii) leave without pay for the purpose of providing care and support to the person concerned as defined in subclause (a) of this clause.

(d) Use of make-up time

- (i) A Staff Specialist may elect, with the consent of the Employer, to work "make-up time". "Make-up time" is worked when the Staff Specialist takes time off during ordinary hours for family or community service responsibilities, and works those hours at another time, during the spread of normal duties hours defined in Clause 4 of this Award, at the ordinary rate of pay.

- (ii) A Staff Specialist on shift work may elect, with the consent of the Employer, to work "make-up time" (under which the Staff Specialist takes time off during ordinary hours and works those hours at another time) at the applicable shift work rate which would have been applicable to the hours taken off.

## 22. Maternity, Adoption and Parental Leave

### A Maternity Leave

#### (a) Eligibility

To be eligible for paid maternity leave a full time or part-time Staff Specialist must have completed at least 40 weeks continuous service prior to the expected date of birth.

A Staff Specialist who has once met the conditions for paid maternity leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid maternity leave, unless-

- (i) there has been a break in service where the Staff Specialist has been re-employed or re-appointed after a resignation, medical retirement, or after her services have been otherwise dispensed with: or
- (ii) the Staff Specialist has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act*.

#### (b) Portability of Service for Paid Maternity Leave

Portability of service for paid maternity leave involves the recognition of service in public sector organisations for the purpose of determining a Staff Specialist's eligibility to receive paid maternity leave. For example, where a Staff Specialist moves between a Public Sector Department and a public hospital, previous continuous service will be counted towards the service prerequisite for paid maternity leave.

When determining a Staff Specialist's eligibility for paid maternity leave, continuous service with an organisation that is part of the public sector service as defined in the *Public Sector Employment and Management Act 2002* will be recognised, provided that:

- (i) service was on a full-time or part-time basis;
- (ii) cessation of service with the former public sector service was not by reason of dismissal on any ground, except retrenchment or reduction of work;
- (iii) the Staff Specialist commences duty with the Employer within two months of ceasing employment with the former public sector service. Where there is such a break in service, such break will not be counted as service for the purpose of calculating any prior service prerequisite for paid maternity leave.

#### (c) Entitlement to Paid Maternity Leave

An eligible Staff Specialist is entitled to fourteen weeks at the ordinary rate of pay from the date maternity leave commences. This leave may commence up to fourteen weeks prior to the expected date of birth.

It is not compulsory for a Staff Specialist to take this period off work. However, if a Staff Specialist decides to work during the nine weeks prior to the date of birth it is subject to the Staff Specialist being able to satisfactorily perform the full range of normal duties.



Paid maternity leave may be paid:

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of maternity leave on half pay to enable a Staff Specialist to remain on full pay for that period.

(d) Unpaid Maternity Leave

(i) Full time and part time Staff Specialists who are entitled to paid maternity leave are entitled to a further period of unpaid maternity leave of not more than 12 months after the actual date of birth.

(ii) Full time and part time Staff Specialists who are not eligible for paid maternity leave are entitled to unpaid maternity leave of not more than 12 months.

(e) Applications

A Staff Specialist who intends to proceed on maternity leave should formally notify the Employer of such intention as early as possible, so that arrangements associated with her absence can be made.

Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

(f) Variation after Commencement of Leave

After commencing maternity leave, a Staff Specialist may vary the period of her maternity leave once only without the consent of the Employer by giving the Employer notice in writing of the extended period at least fourteen days' before the start of the extended period. The Employer may accept less notice if convenient.

A Staff Specialist may extend the period of maternity leave at any time with the agreement of the Employer.

The conditions relating to variation of maternity leave are derived from Section 64 of the *Industrial Relations Act 1996*.

(g) Staffing Provisions

In accordance with obligations established by the *Industrial Relations Act 1996* (Section 69) any person who occupies the position of a Staff Specialist on maternity leave must be informed that the Staff Specialist has the right to return to her former position. Additionally, since a Staff Specialist has the right to vary the period of her maternity leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should be also set down clearly; to a fixed date or until the Staff Specialist elects to return to duty, whichever occurs first.

(h) Effect of Maternity Leave on Accrual of Leave, Increments etc.

When the Staff Specialist has resumed duties, any period of full pay leave is counted in full for the accrual of annual leave, sick leave and long service leave and any period of maternity leave on half pay is taken into account to the extent of one half thereof when determining the accrual of annual leave, sick leave and long service leave.

Except in the case of Staff Specialists who have completed ten years' service the period of maternity leave without pay does not count as service for long service leave purposes. Where the Staff Specialist has completed ten years' service the period of maternity leave without pay shall count as service provided such leave does not exceed six months.

Maternity leave without pay does not count as service for incremental purposes. Periods of maternity leave at full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

Where public holidays occur during the period of paid maternity leave, payment is at the rate of maternity leave received i.e., public holidays occurring in a period of full pay maternity leave are paid at full rate and those occurring during a period of half pay leave are paid at half rate.

(i) Illness Associated with Pregnancy

If, because of an illness associated with her pregnancy a Staff Specialist is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.

Where a Staff Specialist is entitled to paid maternity leave, but because of illness, is on sick, annual, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of birth. The Staff Specialist then commences maternity leave with the normal provisions applying.

(j) Transfer to a More Suitable Position

Where, because of an illness or risk associated with her pregnancy, a Staff Specialist cannot carry out the duties of her position, the Employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. This obligation arises from Section 70 of the Industrial Relations Act 1996. A position to which a Staff Specialist is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

(k) Miscarriages

In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.

(l) Stillbirth

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) a Staff Specialist may elect to take sick leave, subject to production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

(m) Effect of Premature Birth on Payment of Maternity Leave

A Staff Specialist who gives birth prematurely and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should a Staff Specialist return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

(n) Right to Return to Previous Position

In accordance with the obligations set out in Section 66 of the *Industrial Relations Act 1996*, a Staff Specialist returning from maternity leave has the right to resume her former position.

Where this position no longer exists the Staff Specialist is entitled to be placed in a position nearest in status and salary to that of her former position and to which the Staff Specialist is capable or qualified.

(o) Further Pregnancy While on Maternity Leave

Where a Staff Specialist becomes pregnant whilst on maternity leave a further period of maternity leave shall be granted. If a Staff Specialist enters on the second period of maternity leave during the currency of the initial period of maternity leave, then any residual maternity leave from the initial entitlement ceases

A Staff Specialist who commences a subsequent period of maternity leave while on unpaid maternity leave under subclause (d)(i) of Part A of this clause or subclause (a)(ii) of Part D of this clause is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on maternity leave).

A Staff Specialist who commences a subsequent period of maternity leave during the first 12 months of a return to duty on a part time basis as provided under subclause (a)(iii) of Part D of this clause is entitled to be paid at their substantive full time rate for the subsequent period of maternity leave.

A Staff Specialist who commences a subsequent period of maternity leave more than 12 months after returning to duty on a part time basis under subclause (a)(iii) of Part D of this clause, will be entitled to paid maternity leave for the subsequent period of maternity leave at their part time rate.

B Adoption Leave

(a) Eligibility

All full time and part time Staff Specialists who are adopting a child and are to be the primary care giver of the child are eligible for unpaid adoption leave.

To be eligible for paid adoption leave a full time or part-time Staff Specialist must also have completed at least 40 weeks continuous service prior to the date of taking custody of the child.

A Staff Specialist who has once met the conditions of paid adoption leave, will not be required to again work the 40 weeks continuous service in order to qualify for further periods of paid adoption leave, unless

- (i) there has been a break in service where the Staff Specialist has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with; or
- (ii) the Staff Specialist has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Worker's Compensation Act*.

(b) Portability of Service for Paid Adoption Leave

As per maternity leave conditions.

(c) Entitlement

(i) Paid Adoption Leave

Eligible Staff Specialists are entitled to paid adoption leave of fourteen weeks at the ordinary rate of pay from and including the date of taking custody of the child.

Paid adoption leave may be paid:-

on a normal fortnightly basis; or

in advance in a lump sum; or

at the rate of half pay over a period of twenty-eight weeks on a regular fortnightly basis.

Annual and/or long service leave credits can be combined with periods of adoption leave at half pay to enable a Staff Specialist to remain on full pay for that period.

(ii) Unpaid Adoption Leave

Eligible Staff Specialists are entitled to unpaid adoption leave as follows:

where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;

where the child is over the age of 12 months and under 18 years old - a period of up to 12 months, such period to be agreed upon by both the Staff Specialist and the employer.

(d) Applications

Due to the fact that a Staff Specialist may be given little notice of the date of taking custody of a child, Staff Specialists who believe that, in the reasonably near future, they will take custody of a child, should formally notify the employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

(e) Variation after Commencement of Leave

After commencing adoption leave, a Staff Specialist may vary the period of leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although the Employer may accept less notice if convenient.

(f) Staffing Provisions

As per maternity leave conditions.

(g) Effect of Adoption Leave on Accrual of Leave, Increments, etc

As per maternity leave conditions.

(h) Right to return to Previous Position

As per maternity leave conditions.

C. Parental Leave

(a) Eligibility

To be eligible for parental leave a full time or part-time Staff Specialist must have completed at least 40 weeks continuous service prior to the expected date of birth or to the date of taking custody of the child.

A Staff Specialist who has once met the conditions for paid parental leave will not be required to again work the 40 weeks continuous service in order to qualify for a further period of paid parental leave, unless-

- (i) there has been a break in service where the Staff Specialist has been re-employed or re-appointed after a resignation, medical retirement, or after their services have been otherwise dispensed with: or
  - (ii) the Staff Specialist has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the *Workers' Compensation Act 1987*.
- (b) Portability of Service for Paid Parental Leave
- As per maternity leave conditions.
- (c) Entitlements

Eligible Staff Specialists whose spouse or partner (including a same sex partner) is pregnant or is taking custody of a child, are entitled to a period of leave not exceeding 52 weeks, which includes one week of paid leave, and may be taken as follows:

- (i) an unbroken period of up to one week at the time of the birth of the child, taking custody of the child or other termination of the pregnancy (short parental leave), and
- (ii) a further unbroken period in order to be the primary caregiver of the child (extended parental leave).
- (iii) The entitlement of one week's paid leave may be taken at anytime within the 52 week period and shall be paid:
  - at the Staff Specialists ordinary rate of pay for a period not exceeding one week on full pay, or
  - two weeks at half pay or the period of parental leave taken, whichever is the lesser period.
- (iv) Extended parental leave cannot be taken at the same time as the Staff Specialist's spouse or partner is on maternity or adoption leave except as provided for in subclause (a)(i) of Part D Right to Request of this clause.

Annual and/or long service leave credits can be combined with periods of parental leave on half pay to enable a Staff Specialist to remain on full pay for that period.

- (d) Applications

A Staff Specialist who intends to proceed on parental leave should formally notify their employer of such intention as early as possible, so that arrangements associated with their absence can be made.

- (i) In the case of extended parental leave, the Staff Specialist should give written notice of the intention to take the leave.
- (ii) The Staff Specialist must, at least four weeks before proceeding on leave, give written notice of the dates on which they propose to start and end the period of leave, although it is recognised in situations of taking custody of a child, little or no notice may be provided to the Staff Specialist. In such an instance, the Staff Specialist should notify the employer as early as practicable.
- (iii) The Staff Specialist must, before the start of leave, provide a certificate from a medical practitioner confirming that their spouse or partner is pregnant and the expected date of birth, or in the case of an adoption, an official form or notification on taking custody of the child.

- (iv) In the case of extended parental leave, the Staff Specialist must, before the start of leave, provide a statutory declaration by the Staff Specialist stating:
  - (1) if applicable, the period of any maternity leave sought or taken by his spouse, and
  - (2) that they are seeking the period of extended parental leave to become the primary care giver of the child.
- (e) Variation after Commencement of Leave -

After commencing parental leave, a Staff Specialist may vary the period of her/his parental leave, once without the consent of the employer and otherwise with the consent of the employer. A minimum of fourteen days' notice must be given, although the Employer may accept less notice if convenient.
- (f) Effect of Parental Leave on Accrual of Leave, Increments etc.

As per maternity leave conditions.
- (g) Right to Return to Previous Position

As per maternity leave conditions.

#### D. Right to Request

- (a) A Staff Specialist entitled to maternity, adoption or parental leave may request the Employer to allow the Staff Specialist:
  - (i) to extend the period of simultaneous maternity, adoption or parental leave use up to a maximum of eight weeks;
  - (ii) to extend the period of unpaid maternity, adoption or extended parental leave for a further continuous period of leave not exceeding 12 months;
  - (iii) to return from a period of maternity, adoption or parental leave on a part time basis until the child reaches school age;

to assist the Staff Specialist in reconciling work and parental responsibilities.
- (b) The Employer shall consider the request having regard to the Staff Specialist's circumstances and, provided the request is genuinely based on the Staff Specialist's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The Staff Specialist's request and the Employer's decision made under subclauses (a)(ii) and (iii) must be recorded in writing.
- (d) Where a Staff Specialist wishes to make a request under subclause (a)(iii):
  - (i) the Staff Specialist is to make an application for leave without pay to reduce their full time weekly hours of work
  - (ii) such application must be made as early as possible to enable the Employer to make suitable staffing arrangements. At least four weeks notice must be given;
  - (iii) salary and other conditions of employment are to be adjusted on a basis proportionate to the Staff Specialist's full time hours of work i.e. for long service leave the period of service is to be converted to the full time equivalent and credited accordingly.

- (iv) Staff Specialists who return from leave under this arrangement remain full time Staff Specialists.

E. Communication During Leave

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

NOTE:

- (a) Where a temporary Staff Specialist is entitled to parental leave under the *Industrial Relations Act 1996*, the following provisions shall also apply in addition to those set out in the Act.

The Employer must not fail to re-engage a temporary Staff Specialist because:

the Staff Specialist or Staff Specialist's spouse is pregnant; or

the Staff Specialist is or has been immediately absent on parental leave.

The rights of the employer in relation to engagement and re-engagement of temporary Staff Specialists are not affected, other than in accordance with this clause.

- (b) Liability for Superannuation Contributions

During a period of unpaid maternity, adoption or parental leave, the Staff Specialist will not be required to meet the employer's superannuation liability.

### 23. Telephones

A Staff Specialist required by the Employer to have a telephone for the purposes of official duty at his/her home address shall, on presenting an account relating to that telephone be reimbursed -

- (a) three-quarters of the cost of the rental of the telephone; and
- (b) the cost of all official STD telephone calls or its equivalent.

No payment for residential fixed telephone will be made where the Employer has issued a mobile phone to the Staff Specialist (unless the Staff Specialist resides in an area with no mobile phone coverage).

#### **24. Office, Secretarial and Administrative Support**

Staff Specialists will have access to such office, secretarial and administrative support as may be reasonably necessary to undertake the requirements of the position.

#### **25. Specialist Medical Administrators**

- (a) Where the Employer determines that Fellowship of the Royal Australian College of Medical Administrators is an essential requirement for appointment to a position, the holder of that position will be appointed as a Staff Specialist in accordance with the arrangements set out below.
- (b) Pursuant to clause 5(c) of this Award, Staff Specialists appointed in accordance with this clause will progress to the next incremental step, up to and including Year 5, on the anniversary date of his/her commencement.
- (c) Appointment or progression to Senior Staff Specialist grade may occur when the Employer requires the Staff Specialist to have duties and responsibilities:
  - (i) across an area health service; or
  - (ii) involving management of multiple services, units or department across two (2) or more facilities.
- (d) Specialist Medical Administrators paid in accordance with this clause are not entitled to the provisions of Clause 11 Managerial Allowance.
- (e) Except as otherwise provided, Staff Specialists paid in accordance with this clause are entitled to the terms and conditions of employment applicable to Staff Specialists. Staff Specialists paid in accordance with this clause are not entitled to the terms and conditions of employment applicable to medical superintendents.

#### **26. Labour Flexibility**

- (a) The Employer may direct a Staff Specialist to carry out such duties as are reasonable, and within the limits of the Staff Specialist's skill, competence and training consistent with his/her classification, grouping and/or career stream provided that such duties are not designed to promote deskilling.
- (b) The Employer may direct a Staff Specialist to carry out such duties and use such equipment as may be required provided that the Staff Specialist has been properly trained or has otherwise acquired the necessary skills in the use of and equipment.
- (c) Any direction issued by the Employer pursuant to sub-clause (a) and (b) shall be consistent with the Employer's responsibilities to provide a safe and healthy work environment.

#### **27. Anti-Discrimination**

- (a) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise a Staff Specialist because the Staff Specialist has made or may make or has been involved in a complaint of unlawful discrimination or harassment.



- (d) Nothing in this clause is to be taken to affect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (ii) offering or providing junior rates of pay to persons under 21 years of age;
  - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (iv) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

## 28. Redundancy

The provisions of Department of Health Policy Directive 2005-517, as amended from time to time, shall apply.

## 29. Underpayment and Overpayment of Salaries

The following process will apply once the issue of underpayment or overpayment is substantiated.

- (a) Underpayment:
- (i) If the amount underpaid is equal to or greater than one day's gross base pay the underpayment will be rectified within three working days;
  - (ii) If the amount underpaid is less than one day's gross base pay it will be rectified by no later than the next normal pay. However if the employee can demonstrate that rectification in this manner would result in undue hardship every effort will be made by the employer to rectify the underpayment within three working days.
- (b) Overpayment
- (i) In all cases where overpayments have occurred, the employer shall as soon as possible advise the employee concerned of both the circumstances surrounding the overpayment and the amount involved. The employer will also advise the employee of the pay period from which the recovery of the overpayment is to commence.
  - (ii) One off overpayments will be recovered in the next normal pay, except that where the employee can demonstrate that undue hardship would result, the recovery rate shall be at 10% of an employee's gross fortnightly base pay.
  - (iii) Unless the employee agrees otherwise, the maximum rate at which cumulative overpayments can be recovered is an amount, calculated on a per fortnight basis, equivalent to 10% of the employee's gross fortnightly base pay.
  - (iv) The recovery rate of 10% of an employee's gross fortnightly base pay referred to in subclause (b) (iii) above may be reduced by agreement, where the employee can demonstrate that undue hardship would result.
  - (v) Where an employee's remaining period of service does not permit the full recovery of any overpayment to be achieved on the fortnightly basis prescribed in subclause (b) (iii) above, the employer shall have the right to deduct any balance of such overpayment from monies owing to the employee on the employee's date of termination, resignation or retirement, as the case may be.

### 30. Monthly Leave Return

Each Staff Specialist is required to provide a signed monthly leave return showing any leave taken in the previous month, to be certified by the relevant unit or service manager or the relevant hospital executive director/general manager.

### 31. Leave Reserved

Leave is reserved for the Federation to apply with regard to the following claims included as part of the claim and marked as Exhibit 5 in IRC 3863 of 2004:

New Clause	Workforce Shortage positions
New Clause	Medical Indemnity insurance
New Clause	Principal Staff Specialist

Leave reserved is granted to the Federation to make application under the Wage Fixing Principles on the following matters:

- (a) The Award provides a salary for normal duties and "reasonable" on call and recall duties but does not presently address the question of "unreasonable" on call and recall. The Federation seeks to improve these provisions.
- (b) The Federation seeks to improve the structure of managerial allowances to better reflect Area Health Service structures and to provide a new level for positions with multi-AHS responsibilities created since the 2006 Award, provided that:
  - (i) The Federation will not seek a structure that provides for managerial allowances to be paid for positions below department/unit head (i.e. existing Level 1 managerial allowance); and
  - (ii) with the exception of a new level for multi-Area Health Service responsibilities, the Federation will not seek to increase the quantum of the existing allowances (other than through salary-related increases).

### 32. No Extra Claims

Subject to Clause 31, Leave Reserved there will be no extra claims until 30 June 2011. The salary increases provided by this Award compensate for and extinguish all work value, special case or other claims referable to any period prior to 1 July 2008.

### 33. Area, Incidence and Duration

- (a) This Award rescinds and replaces the Staff Specialists (State) Award published 25 May 2007 (362 I.G. 666) and all variations thereof.
- (b) It shall apply to all Staff Specialists as defined in Clause 2, Definitions, of this Award.
- (c) This Award will take effect the beginning of the first pay period to commence on or after 17 December 2008. The Award will remain in force for the period to 30 June 2011 until varied or rescinded in accordance with the provisions of *Industrial Relations Act 1996*.

**PART B****MONETARY RATES****SCHEDULE 1 - STAFF SPECIALISTS SALARY RATES**

Staff Specialist	First Pay Period 1/7/2008 (3.9%) Per annum \$	First Pay Period 1/7/2009 (3.9%) Per annum \$	First Pay Period 1/7/2010 (3.9%) Per annum \$
1	127,152	132,111	137,263
2	134,589	139,838	145,292
3	142,018	147,557	153,312
4	149,471	155,300	161,357
5	156,909	163,028	169,386
Senior	171,787	178,487	185,448
Postgraduate fellow	147,700	153,461	159,446

**SCHEDULE 2 - ALLOWANCES**

Managerial allowances	First Pay Period 1/7/2008 (3.9%) Per annum \$	First Pay Period 1/7/2009 (3.9%) Per annum \$	First Pay Period 1/7/2010 (3.9%) Per annum \$
Level 1	17,636	18,324	19,039
Level 2	30,864	32,067	33,318
Level 3	44,091	45,811	47,597

**PART C - OTHER MATTERS****SCHEDULE 1****SECTION A**

## 1. List of individuals

The following individuals shall be entitled to the provisions of Clauses 6, 7, and 9 of this Award with certain modifications, as set out below

Dr J Bardon  
 Dr J Death  
 Dr M Donoghue  
 Dr P Gale  
 Dr D Kirkpatrick  
 Dr P Lipski  
 Dr G Nieuwkamp  
 Dr J Palmer  
 Dr M Pallas  
 Dr P Watt  
 Dr D York

## 2. Election rights

(a) An individual named in paragraph 1 above may elect to access either: -

Option 1 - the provisions set out in paragraph 3 below, i.e. a modified form of the provisions of Clauses 6, 7, and 9 of this Award; or,

Option 2 - on the condition that he/she forfeits the right to his/her existing motor vehicle arrangement, the provisions of Clauses 6, 7, and 9 of this Award without modification.

- (b) This election may be exercised prior to each salary sacrifice review date.
- (c) Subject to:
  - (i) the conditions outlined in paragraph 3 below; and,
  - (ii) remaining in his/her current position (as at 22 October 1999); and,
  - (iii) retaining an entitlement to payment of the abnormal hours or managerial allowance (as the case may be);

an individual who elects Option 1 will be able to continue to trade the relevant allowance (abnormal hours or managerial) for the provision of a motor vehicle for full private and business use. This entitlement will not be considered to be part of the salary sacrifice arrangements for the purposes of the calculation of the 50%.

- (d) An individual who elects to access Option 2 will have no right of reversion to the existing motor vehicle arrangement. The parties agree that such an individual will be deemed to have had his/her name deleted from the list in paragraph 1 above until such time as the Award is varied to reflect that election.

### 3. Modifications

If an individual elects Option 1 in paragraph 2 above he/she may access the provisions of Clauses 6, 7 and 9 of the Award subject to an additional contribution being made to the Employer in accordance with the following.

Each individual who elects Option 1 in paragraph 2 above shall contribute an amount equivalent to 55% of the average FBT liability for the motor vehicles provided as calculated for those individuals participating in this option. Such calculation is to be based on the assumption that each individual is packaging the maximum permissible FBT exempt amount. This FBT calculation shall be made at the end of each FBT year and shall be applied to contributions for the following year.

#### SECTION B

##### 1. List of individuals

The following individuals shall be entitled to the provisions of Clauses 6, 7, 8 and 9 of this Award with certain modifications, as set out below.

Dr V de Carvalho	Dr A Gill
Dr R Burstal	Dr P Byth
Dr J Gani	Dr R Kerridge
Dr W Saul	Dr C Wake

##### 2. Modifications

The individuals listed immediately above shall be entitled to the provisions of Clauses 6-9 of the Award. In addition, whilst ever these individuals remain in their current positions (as at 22 October 1999) and retain an entitlement to payment of the abnormal hours allowance or managerial allowance (as the case may be), they shall be entitled to continue the current arrangements approved by the the Director-General of the NSW Department of Health under which they forego payment of the abnormal hours allowance or managerial allowance (as the case may be), receive a motor vehicle under SES provisions and pay the difference up to the SES motor vehicle contribution rate. This entitlement is subject to payment of the full amount of fringe benefits tax payable by SES officers, i.e. the FBT exemption will not be shared between the Employer and the Staff Specialist. This entitlement will not be considered to be part of the salary sacrifice arrangements for the purposes of the calculation of the 50%.

**SCHEDULE 2 - RECOGNISED AUSTRALASIAN SPECIALIST COLLEGES**

Australasian College for Emergency Medicine

Australasian College of Dermatologists

Australian and New Zealand College of Anaesthetists

Joint Faculty of Intensive Care Medicine

Faculty of Pain Medicine

Royal Australasian College of Medical Administrators

Royal Australasian College of Physicians

Australasian Chapter of Palliative Medicine

Australasian Chapter of Community and Child Health

Australasian Chapter of Addiction Medicine

Joint Faculty of Intensive Care Medicine

Australasian Faculty of Public Health Medicine

Australasian Faculty of Rehabilitation Medicine

Australasian Faculty of Occupational Medicine

Royal Australasian College of Surgeons

Royal Australian and New Zealand College of Obstetricians and Gynaecologists

Royal Australian and New Zealand College of Psychiatrists

Royal Australian and New Zealand College of Radiologists

Faculty of Radiation Oncology

Royal Australian College of Ophthalmologists

Royal College of Pathologists of Australasia

**SCHEDULE 3 - SPECIALTIES OR CATEGORIES OF POSITIONS COVERED BY CLAUSE 4 (D)**

- (i) Emergency medicine

**ANNEXURE**

<b>PRO FORMA STAFF SPECIALIST PERFORMANCE AGREEMENT</b>
Name of Staff Specialist:
Name of supervisor:

<p>Date:</p> <p>Work location(s):</p> <p>Allocation of time at location(s):</p>
<p>Full-time or part-time:</p> <p>Days on which normal duties are worked:</p> <p>Nature of work to be performed during normal duties and time allocated:</p> <p>Clinical:</p> <p>Teaching:</p> <p>Administrative:</p> <p>Research:</p> <p>Quality improvement:</p> <p>Other:</p>
<p>Part-time Working Arrangement (Yes/No): attach approval if applicable</p>
<p>Outside practice (Yes/No): attach approval if applicable</p>
<p>Anticipated on call frequency and roster:</p>
<p>Any specific call-back requirements:</p>
<p>Agreed College or other professional association activities (include estimate of time spent):</p>
<p>Billing expectations (Level 1 only): (NB: categories of patients, clinics, etc, not financial targets.)</p>
<p>Financial, activity or health targets (where appropriate):</p>
<p>Specific commitments and standards from the Employer for the provision of:</p> <p>Clinical support:</p> <p>Staff:</p>

<p>Equipment:</p> <p>Facilities:</p> <p>Billing:</p>
<p>Expectations in respect of: Management responsibilities:</p> <p>Quality improvement/clinical governance:</p> <p>Teaching activities:</p> <p>Continuing education:</p> <p>Research:</p> <p>Health outcomes:</p>

Six month review: Evaluation of level of achievement by supervisor:
Signature:
Comments by Staff Specialist:
Signature:
Signature of Chief Executive of the relevant public health organisation (or his/her nominee)
Signature:
Twelve month review: Evaluation of level of achievement by supervisor:
Signature:
Comments by Staff Specialist:
Signature:
Signature of Chief Executive of the relevant public health organisation (or his/her nominee)
Signature:

R. P. BOLAND *J. President*



(1900)

SERIAL C7447

**STATE TRANSIT AUTHORITY DIVISION OF THE NEW SOUTH  
WALES GOVERNMENT SERVICE BUS ENGINEERING AND  
MAINTENANCE ENTERPRISE (STATE) AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by State Transit Authority of NSW.

(No. IRC 1851 of 2009)

Before Mr Deputy President Grayson

3 December 2009

**AWARD**

**PART A**

**1. Award Title**

This Award is entitled the State Transit Authority Division of the New South Wales Government Service Bus Engineering and Maintenance Enterprise (State) Award 2009.

**2. Arrangement**

Clause No.	Subject Matter
1.	Award Title
2.	Arrangement

**PART I**

**APPLICATION AND OPERATION OF AWARD**

3. Anti-Discrimination
4. Area, Incidence and Duration
5. Introduction
6. Contestability

**PART II**

**MAINTENANCE DIVISION - FUNCTIONS, PERFORMANCE AND FLEXIBILITIES**

7. Work Practices
8. Application Of Skills
9. Flexibility
10. Job Time Recording
11. Job Costing/Time Recording
12. Performance Indicators
13. Bench Marking
14. Special Maintenance Programs

**PART III**

**MAINTENANCE CLASSIFICATIONS**

15. Maintenance Division
16. Career Path

17. Career Path Development
18. Classification Definitions

#### **PART IV**

#### **EMPLOYMENT RELATIONSHIP**

19. Employer and Employee Duties
20. Performance of Work
21. Employment Relationship
22. Contracting
23. Apprenticeships, Traineeships and Cadetships
24. Adult Apprentice Wage Rates
25. Apprentices
26. Temporary Employees
27. Casual Employees (Bus Cleaners)
28. Abandonment of Employment
29. Termination of Employment
30. Job Security

#### **PART V**

#### **HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND RELATED MATTERS**

31. Ordinary Hours of Work
32. Shift Work
33. Overtime
34. Saturday Time
35. Sunday Time
36. Rosters
37. Rostering Arrangements
38. Change of shift
39. 4 Day Week/9 Day Fortnight
40. Higher Duties
41. Attending Office
42. Meal and Rest Breaks

#### **PART VI**

#### **LEAVE AND PUBLIC HOLIDAYS**

43. Annual Leave
44. Long Service Leave
45. Personal Leave
46. Parental Leave
47. Maternity Leave
48. Adoption Leave
49. Jury Service
50. Blood Donors Leave
51. Public Holidays
52. Clearance of Public Holidays and Picnic Days

#### **PART VII**

#### **WAGES AND RELATED MATTERS**

53. Payment of Wages
54. Wage Increases
55. Salary Sacrifice for Superannuation

- 56. Wage Rates
- 57. Supported Wage Systems
- 58. Allowances

### **PART VIII**

#### **TRAINING**

- 59. Training
- 60. Training Costs
- 61. Learning and Development Committee
- 62. Training for Relief Leading Hands

### **PART IX**

#### **COMMUNICATION/CONSULTATION**

- 63. Consultative Mechanism and Procedure
- 64. Communications and Consultation
- 65. Consultative Committee
- 66. Productivity Committee
- 67. Introduction of Change
- 68. Delegates
- 69. Right of Entry of Union Officials

### **PART X - GENERAL**

- 70. Drugs and Alcohol
- 71. Renegotiation
- 72. Dispute Settlement Procedure
- 73. `No Extra Claims

#### **PART B**

Schedule A - Wages and Allowances Tables

### **PART I**

#### **APPLICATION AND OPERATION OF AWARD**

##### **3. Anti-Discrimination**

- 3.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 3.2 It follows that in fulfilling their obligations under the Dispute Resolution 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.
- 3.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 3.4 Nothing in this clause is to be taken to affect:
  - 3.4.1 any conduct or act which is specifically exempted from Anti-Discrimination legislation;

- 3.4.2 offering or providing junior rates of pay to persons under 21 years of age;
  - 3.4.3 any act or practice of a body established to propagate religion, which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*.
  - 3.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 3.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

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

- 4.1 This Award comes into force from the first full pay period to commence 3 December 2009 and shall remain in force until 31 December 2011.
- 4.2 This Award wholly supersedes and replaces the State Transit Authority of New South Wales Bus Engineering Maintenance Award 2001 and the State Transit Authority of New South Wales Bus Engineering and Maintenance Enterprise Agreement 2006, but no right, obligation or liability incurred under those instruments, or variations to them, shall be affected by such supersession.
- 4.3 This Award supersedes all previous negotiations, warranties, representations and agreement between the parties and contains the whole of the agreement between them.
- 4.4 This Award is binding upon:
- 4.4.1 the State Transit Authority Division of the New South Wales Government Service (the Employer) and;
  - 4.4.2 Employees of the State Transit Authority Division of the New South Wales Government Service who are engaged in any of the classifications or occupations specified in this Award, and
  - 4.4.3 the Rail, Tram and Bus Union (NSW Branch), and
  - 4.4.4 the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, and
  - 4.4.5 the Electrical Trades Union of New South Wales, and
  - 4.4.6 the Construction, Forestry, Mining and Energy Union (NSW Branch), and
  - 4.4.7 The Australian Workers Union, New South Wales.

#### **5. Introduction**

- 5.1 The parties acknowledge the following provisions underpin the effective operation of this Enterprise Award:
- 5.1.1 The parties will continue to work toward securing State Transit's long term viability by ensuring State Transit meets its performance requirements under the Metropolitan Bus Systems Contract regime (MBSC) and the Outer Metropolitan Bus Systems Contract regime (OMBSC).
  - 5.1.2 The parties are committed to upholding State Transit's values to be honest, dependable and dedicated.
  - 5.1.3 The need for ongoing and continuous change and reform is acknowledged and the parties are committed to positively and constructively support initiatives designed to improve service efficiency and State Transit's financial position.

- 5.1.4 It is acknowledged that the process of change and reform will impact on organisational structure, position gradings and staff numbers.
- 5.1.5 The parties are committed to the Government's policies on redeployment and redundancy:
- (a) Part time and casual Employees will not be used to disadvantage redeployment opportunities for existing Employees;
  - (b) Preference will be given to retraining and redeployment in lieu of redundancy.
- 5.1.6 The parties acknowledge that changes to timetables, rosters and work arrangement are necessary from time to time to meet operational requirements. When these changes occur it is the Employer's intention to build rosters in accordance with existing Award conditions, as efficiently as practicable, while attempting to minimise any adverse impact on income levels resulting from the implementation of such changes.
- 5.1.7 There is no commitment to predetermined levels of overtime or shift work arrangements and the Employer will determine whether overtime is to be worked on an as needs basis, while shifts are determined by operational requirements.
- 5.1.8 Initiatives identified and used to offset wage increase in prior Industrial Instruments that have not been implemented will not be relied upon to justify and support wage increases in this Award. It is acknowledged that should such initiatives be introduced and the benefit gained from such initiatives exceed expectations when previously proposed, that the superior outcome be taken into account when considering future wage increases.
- 5.1.9 Any wage increase agreed to in this Award will be generated by improvements and efficiencies in the way Employees undertake the work required to be performed.

## **6. Contestability**

- 6.1 The parties acknowledge that, in accordance with New South Wales Government Service Competition Policy, non-core activities may be subjected to contestability against external service providers from time to time.

## **PART II**

### **MAINTENANCE DIVISION- FUNCTIONS, PERFORMANCE AND FLEXIBILITIES**

#### **7. Work Practices**

- 7.1 It is acknowledged there have been significant changes by Employees in the areas of multi-skilling and flexible work practices. In order to allow cost-effective maintenance and repairs to the State Transit bus fleet, the parties agree that all Employees will perform their allocated duties in an efficient and timely manner in order to ensure quality standards are met.
- 7.2 The parties agree that no artificial barriers will be created to inhibit Employees carrying out duties in which they are competent. Competence is acknowledged as being suitably qualified, licensed (where applicable) or having received any other recognised training either on-site or off-site.

#### **8. Application of Skills**

- 8.1 The parties acknowledge there is a joint commitment to the development of a highly skilled and flexible workforce with a need to provide Employees with greater employment opportunities through appropriate training. In addition there is a need to remove barriers that prevent Employees from fully utilising their acquired skills.

## 9. Flexibility

- 9.1 From time to time when performing repairs or replacement of units there is a need for assistance. Where a tradesperson is performing work and requires assistance, that assistance can be in the form of another tradesperson from the same trade, or another trade, or a non-trade Employee.
- 9.2 Engineering Repair Assistants who are interested in being trained in Storeperson's work (receive, pick, issue) for the purpose of carrying out relief to that position, will be trained and when required, perform this work.
- 9.3 Employees covered by this Award who are interested in being trained to assist in the stock take of the store, will be trained and undertake the work when required.
- 9.4 Changeovers - Where a tradesperson is not available, changeovers and retrievals may be performed by any Employee who holds the necessary licence for the bus concerned. Where the defect has a safety implication (eg Brakes, Steering) a motor mechanic is to be utilised.
- 9.5 Transfer of buses - Any State Transit Employee, who holds the necessary licence for the bus concerned, may be utilised to transfer buses between Depots or from Depot to contractor and return.
- 9.6 Rostering - The parties acknowledge that the ability of State Transit to meet its obligations in providing a safe and efficient bus service is reliant on many different components. An area of particular importance in a garage is the need to have in place rosters that are arranged in such a manner, to ensure that the most economical and appropriate level of coverage is available.
- 9.6.1 Where rosters at a location do not adequately meet this requirement, they will be reviewed and constructed within Award requirements, to achieve the desired level of coverage.
- 9.6.2 State Transit recognises the need for consultation with staff prior to the introduction of changes to rosters. As part of that consultative process there is a need to take into consideration the business needs of State Transit and also not to place unreasonable demands upon Employees.
- 9.6.3 Where the parties cannot agree on appropriate rosters the Dispute Settlement Procedure as contained in Clause 72 is to apply.
- 9.7 Distribution of Work - In the absence of supervisory staff, tradespersons on duty will distribute work amongst staff to ensure bus operational requirements are met.

## 10. Job Time Recording

- 10.1 An agreed system of job time recording is in place at garages to effectively monitor time involved in the various repair functions. The system is used as an accounting and planning tool and not for the assessment of individual performance. Any alteration or introduction of new technology in relation to job time recording will be undertaken in consultation with Employees and their representatives.

## 11. Job Costing/ Time Recording

- 11.1 The time taken to perform the particular task/s is to be imputed into Ellipse as part of the maintenance process by the Leading Hand or tradesperson.
- 11.2 Roads and Traffic Authority and Ministry of Transport requirements are to be met when establishing the processes.
- 11.3 Facilities are to be provided at Depots and staff utilised to input the information.

## 12. Performance Indicators

12.1 It is agreed by the parties that the spirit and intent of this Award is to meet the standards and service criteria contained in subclauses 12.2.

12.2 The parties will fully co-operate in this process and commit themselves to make every endeavour to meet standards set for the term of this Award.

12.2.1 Workers Compensation costs and lost time due to injury The parties commit themselves to achieving a reduction in Workers Compensation costs. The number of claims, their implications and associated days lost due to compensable injuries determines these costs.

Therefore a reduction in costs, days lost and compensation claims are to be achieved through the following:

- (a) Monitoring of injury statistics to identify major causes of injuries and how those injuries can be prevented.
- (b) Early intervention to sponsor an early return to work in accordance with WorkCover Rehabilitation Guidelines.
- (c) OH & S training for convenors, chairpersons and members of OH&S Committees to assist in the identification and correction of hazards at the workplace.

### 12.2.2 Bus Reliability

Reliability and availability of buses is a critical factor in providing and maintaining the required level of customer service. The current level of changeovers needs to be reduced to avoid dislocation and cancellation of services.

It is proposed that changeovers need to be reduced by giving priority to defects that impact on fleet availability. It is acknowledged some defects are due to component failure and therefore investigation as to the quality of the product and alternate suppliers need to be constantly evaluated.

### 12.2.3 Bus Peak Requirements

The operating needs of Depots within the Division vary considerably due to customer demand within their area of operation. While the fleet size of each Depot varies, there are definite AM and PM periods during which the highest number of buses are required to meet service needs.

To ensure sufficient mechanically sound, safe and presentable buses are available to meet service requirements at each Depot on a daily basis, the parties are committed to monitor results, through the consultative process, to identify and rectify impediments to achieve the bus peak requirements.

## 13. Bench Marking

13.1 The bench marking of performance is a common application used by organisations to determine the level of performance within their organisation and how they compare with outside organisations. In doing so it provides the ability to identify total costs and performance and compare those with outside industry. It also provides the opportunity to identify particular functions within the organisation that may be at variance within that organisation or where those functions are performed by outside industry.

13.2 There is a commitment by all parties to improve performance by identifying best practice which represents cost effectiveness and quality in both job time and work practice and adopt them as early as possible, as the standard across every Depot.

#### **14. Special Maintenance Programs**

- 14.1 From time to time there is a requirement for specific programs to be put in place to perform modifications to the bus fleet. To effect these repairs there is normally a team approach, with the team working under the guidance of a core tradesperson who would normally perform the work. This arrangement has proven effective in addressing the modification requirements and at the same time providing an opportunity for all staff to be involved and have ownership of the process.
- 14.2 If programs are required to modify the fleet it is proposed that the abovementioned teams approach may be applied in accordance with clause 7. Prior to the commencement of such work full details of the program and work to be performed is to be presented to the Depot Consultative Committee.

### **PART III**

#### **MAINTENANCE CLASSIFICATIONS**

##### **15. Maintenance Division**

- 15.1 The current structure for the Maintenance Division is shown in the organisation chart at Schedule B of this Award.
- 15.2 The structure for the Maintenance Division will include the position of Leading Hand undertaking supervisory and trades based work.
- 15.3 For the purpose of the payment of annual increment increases for Leading Hands, performance assessments are to be completed by the Depot Service Manager prior to each Employee's anniversary of appointment to his/her current position.
- 15.4 Vacant Leading Hand positions will be recruited from relief Leading Hands. In the event there are no Leading Hand applications, the positions will be filled by advertising the vacancy internally in the first instance, and then externally.
- 15.5 Permanent and Relief Leading Hands will have access to State Transit's Management Development Training.
- 15.6 Relief Leading Hand positions will be advertised within each respective Depot.

##### **16. Career Path**

- 16.1 Access to normal career paths for Employees covered by this Award will be in accordance with Schedule B.
- 16.2 Schedule B does not seek to limit Employee's access to other career path opportunities that may be available under State Transit's Merit Selection Policy, Higher Duties Policy, or Study Assistance Policy.
- 16.3 Management is to maintain an inventory of individual qualifications and skills for future career development and utilisation of staff to achieve maximum performance.

##### **17. Career Path Development**

- 17.1 In this Award, the career path structure will contain five generic classifications, being:
- (i) Engineering Repair Tradesperson Mechanical
  - (ii) Engineering Repair Tradesperson Electrical
  - (iii) Engineering Repair Tradesperson Vehicle Building/Fabrication
  - (iv) Engineering Repair Assistant



- (v) Storeperson
- 17.2 Each of the above classifications shall have a number of skill levels attached, which recognises and defines the relevant experience, qualifications and rates of pay.
- 17.3 Trades or streams for tradespersons are as follows:
- 17.3.1 Engineering Repair Tradesperson Mechanical (Mechanic, Fitter)
- 17.3.2 Engineering Repair Tradesperson Electrical (Auto Electrical, Electrical Mechanic, Electrical Fitter)
- 17.3.3 Engineering Repair Tradesperson Bodybuilding/Fabrication (Body Builder, Panel Beater, Trimmer, Painter, Vehicle Painter, Welder, Plumber, Carpenter).
- 17.4 Subject to subclause 17.6 and the competency of the Employee, to provide for genuine and equitable career path opportunities, all Tradespersons and Engineering Repair Assistants covered by this Award consistent with the career path structure will progress from the lowest skill level to the highest skill level in their classification within a reasonable period.
- 17.5 All Employees will be required to perform the duties within their appropriate classification when called upon to do so by the Employer.
- 17.6 The Employer will determine the establishment for each level of Engineering Repair Assistant employed to undertake bus cleaning functions and progression from the lowest skill level to the highest skill level will be subject to vacancy at the respective level as determined by the Employer.

## 18. Classification Definitions

- 18.1 Engineering Repair Tradesperson Level 1:
- 18.1.1 Craftperson who holds a trade certificate or tradeperson rights certificate in one of the single facet trades within a broad based trade in one of the electrical/electronic mechanical or vehicle building/fabrication engineering streams and is able to exercise skills and knowledge of that trade at the base trade level.
- 18.1.2 Applies quality assurance practices, exercises good interpersonal communication skills, exercises basic keyboard skills as required, exercises discretion within the scope of their trade, performs work under general supervision either individually or in a team environment, utilises lifting equipment incidental to their work, performs non-trade tasks incidental to their work, eg good housekeeping.
- 18.1.3 On the job training provided to enable incidental and peripheral tasks to be performed for completion of the primary task.
- 18.1.4 A craftperson from the electrical/electronic stream shall automatically progress to level 2 on satisfactory completion of the probation period.
- 18.2 Engineering Repair Tradesperson Level 2:
- 18.2.1 Craftperson working within one of the three broad engineering streams, integrating work functions to a practical degree across allied trades within that stream to provide sufficient flexibility to accommodate the completion eg tasks within the stream and/or performing higher level technical tasks within a core trade stream.
- 18.2.2 Levels of integration of skills across allied trades and higher level tasks have yet to be detailed, however, it is proposed that each tradesperson will work within all facets of their trade as a basic requirement.

18.2.3 Has completed skill modules relevant to the position. Responsible for minor testing and quality assurance of own work, assists in the provision of on-the-job training in conjunction with trainers and others, performs and assists in the basic production and materials scheduling and the documentation of records associated, all duties of Level 1 craftsperson within the same engineering stream as required, exercises discretion within the scope of this grade, works under general supervision either individually or in a team environment, provides trade guidance and assistance as part of a work team, undertakes fault finding testing and inspections within their trade team.

### 18.3 Engineering Repair Tradesperson Level 3

18.3.1 Craftsperson working with levels of integration skills into other streams to allow completion of tasks across a broad stream base and/or perform additional higher level tasks within a core trade.

18.3.2 Level of integration of skills across allied trades and streams and higher level tasks have yet to be detailed, however, it is proposed that each tradesperson will work within all facets of their trade as a basic requirement. Has completed skill modules relevant to the position, assists in the provision of training in conjunction with trainers and others, performs and assists in production and materials scheduling and the documentation of records associated, responsible for testing, diagnoses and fault finding of own work, understands and implements casualty control techniques.

18.3.3 Performs all functions of Level 1 and Level 2 within the same stream required. Provides trade guidance and assistance as part of a work team, works under general supervision either individually or in a team environment, utilises high precision trade skills using various materials and or specialist techniques, where applicable to the industry eg, applies basic computer numerical control and numerical control techniques.

18.3.4 Where applicable, be the holder of appropriate Motor Vehicle Repair Industry Authority Certificate.

18.3.5 Optional supervisory training available, which is not a criteria for progression to Level 4.

### 18.4 Engineering Repair Tradesperson Level 4

18.4.1 Craftsperson working in other streams to complete the whole task within their skill levels and/or performing tasks of a high technical nature, e.g. condition monitoring, fault finding and diagnosis, performance testing and repair.

18.4.2 Has completed skill modules or other training relevant to and required by the position, assists in the provision of on-the-job training in conjunction with trainers and others, performs and assists in production and materials scheduling and the documentation of records associated, prepare reports of a high standard, provides trade guidance and assistance as part of a work team, responsible for quality assurance functions, typically performs operations on machinery or equipment which utilises complex electrical/electronic circuitry or hydraulic/pneumatic controls and exercises technical skills with associated programming, works under limited supervision either individually or in a team environment, works on complex or intricate interconnected electrical circuits.

18.4.3 Works on instruments, which make up a complex control system, which utilises some combinations of electrical, electronic, mechanical or fluid power principles, applies advanced computer numerical control techniques, works on complex radio/communication equipment.

### 18.5 Leading Hand

18.5.1 Craftsperson undertaking trades based work at Level 4 and supervisory duties above and beyond an Employee at Level 4. Leading Hands have completed management development or related training and undertakes training of other Employees to the level of his/her skills.

18.5.2 Supervises, develops and co-ordinates the performance of trades, non-trades maintenance Employees and contractors on a daily basis, as required, to ensure timely and efficient completion of tasks. Undertakes administrative tasks and maintains all associated maintenance records to support daily operations. Assists management with all activities in implementing organisational strategies, coordinates workshop resources and activities to support business requirements.

18.5.3 Craftsperson working at Level 4 efficiently performing tasks of an advanced technical nature to meet operational, business and regulatory requirements.

18.6 Engineering Repair Assistant - Level 1 (new Employees)

18.6.1 Relativity - Approximately 80% of tradesperson's Award rate ERT Level 1.

18.6.2 An Employee at this level performs routine duties essentially of a manual nature and to the level of his/her training. An Employee will remain in this classification for a minimum period of six months and a maximum period of eighteen months. During that period of service his/her duties will include:

- (a) General labouring
- (b) Routine cleaning of buses, Depot facilities including amenities
- (c) Exercising minimal judgement
- (d) Working under direct supervision
- (e) Undertaking structured training so as to enable progression to Level 2, subject to subclause 17.6.

18.7 Engineering Repair Assistant - Level 2

18.7.1 Relativity - Approximately 85% of tradesperson's Award rate ERT Level 1.

18.7.2 An Employee at this level will have completed up to three months of structured training so as to enable the Employee to perform work within this level. An Employee at this level performs work above and beyond the skills of an Employee at Level 1 and to the level of his/her training. Duties will include:

- (a) All labouring, cleaning, fuelling and Depot driving either individually or in a team environment;
- (b) Undertaking basic quality control/assurance procedures for his/her work environment;
- (c) Maintaining basic record systems;
- (d) Operating Machinery eg Industrial Sweeper, Bus Wash, Industrial Vacuum, Lifting Appliances, Streamspray, Hand Trolleys, Pallet Trucks;
- (e) Holders of Class C licences may be required to drive vehicles up to 2 tonnes, unloading store trucks;
- (f) Works under direct supervision or individually under general supervision;
- (g) Undertakes training so as to enable progression to Level 3, subject to subclause 17.6.

18.7.3 Trainee Storeperson will perform basic inventory control and record keeping, receiving, dispatching, issuing, distributing, sorting, checking, packing, documenting and recording of stores, materials and components.

## 18.8 Engineering Repair Assistant - Level 3

18.8.1 Relativity - Approximately 87.5% of tradesperson's Award rate ERT Level 1.

18.8.2 An Employee at this level will have completed a technical college certificate or up to 6 months equivalent of structured training so as to enable the Employee to perform work at this level. An Employee at this level performs work up to, including and beyond the skills of an Employee at Level 2 and to the level of his/her training. Duties will include:

- (a) Labouring, cleaning, fuelling, Depot driving as required;
- (b) Operating machinery and equipment requiring the exercise of skills and knowledge beyond that of an Employee at Level 2;
- (c) Undertaking quality control/assurance procedure for his/her work;
- (d) Exercising discretion within his/her level of skills of training;
- (e) Maintaining record systems;
- (f) Performing oiling and greasing functions;
- (g) Assisting tradespersons as required, exercising some non-trades engineering skills;
- (h) Basic keyboard skills and data entry of records;
- (i) Operating mobile equipment;
- (j) Working under routine supervision either individually or in a team environment;
- (k) Assisting in the provision of on-the-job training for Levels 1 and 2 in conjunction with tradespersons and supervisor trainees;
- (l) Undertakes training so as to enable progression to Level 4, subject to subclause 17.6.

## 18.9 Engineering Repair Assistant - Level 4

18.9.1 Relativity - Approximately 92.5% of tradesperson's Award rate ERT Level 1.

18.9.2 An Employee at this level will have completed a technical college certificate or up to twelve months equivalent of structured training so as to enable the Employee to perform work at this level. An Employee at this level performs work above and beyond the skills of an Employee at Level 3 and to the level of his/her training. Duties will include:

- (a) Performing tasks using basic written, spoken or diagrammatic instruction in conjunction with supervisors/trainees;
- (b) Coordinating work in a team environment or works individually under minimal supervision;
- (c) Being responsible for assuring the quality of his/her own work and performs basic quality checks on the work of others, supervising cleaning operations;
- (d) Using tools and equipment within the scope (basic non-trades) of maintenance of vehicles;
- (e) Stripping/rebuilding tyres to rims, carrying out minor repairs to tyres, changing wheels and all work associated therewith;
- (f) Maintaining record systems and compile reports;

- (g) Performing all lubrication and fuelling functions;
- (h) Operating machinery and equipment including lifting equipment, fork lift and cranes.

18.10 Storepersons - Jointly developed Employer and Employee competencies for Storeperson Level 1 and 2 will be utilised to assess and develop Storepersons covered under this Award.

18.11 Storeperson Level 1

18.11.1 Relativity - Approximately 92.5% of Tradespersons Award rate ERT Level 1.

18.11.2 An Employee at this level will have completed a technical college certificate or up to twelve months structured training so as to enable the Employee to perform work at this level. An Employee at this level performs all of the work of ERA Level 4 and to the level of his/her training and stores duties as follows:

- (a) Licensed operation of all materials handling equipment;
- (b) Using tools and equipment within the scope of the stores operations;
- (c) Intermediate computer and keyboard skills;
- (d) Driving vehicles of up to 10 tonnes capacity;
- (e) Locating, receiving, checking, issuing and despatching and delivery of stores;
- (f) Arranging routine transport as required;
- (g) Maintaining inventory systems, stock levels, undertaking stock checking, stock taking, and cycle counting functions as required;
- (h) Responding to stores customer needs as required;
- (i) Maintaining record systems and files;
- (j) Using a range of office equipment;
- (k) Planning and organising personal work activities;
- (l) Following organisational stores procedures;
- (m) Applying organisational OH & S, environment, dangerous goods and regulatory procedures;
- (n) Training stores personnel within skill levels.

18.12 Storeperson - Level 2

18.12.1 Relativity- Approximately 98.6% of tradesperson's Award rate ERT Level 1.

18.12.2 An Employee at this level will have completed a relevant technical college certificate, or possess experience at Storepersons Level 1 having received twelve months structured training so as to enable the Employee to perform work at this level. An Employee at this level performs all of the work of Storeperson Level 1 and to the level of his/her training and the stores duties as follows:

- (a) Drafting correspondence;
- (b) Producing reports, using and analysing information;

- (c) Planing and organising team or personal work activities;
- (d) Maintaining warehouse/stores workflow;
- (e) Planning, organising and locating stock in warehouse/store sub sections as required;
- (f) Identifying and rectifying problems and deficiencies with storage and supply;
- (g) Implementing routine solutions and monitoring effectiveness;
- (h) Recommending and applying specific product and inventory knowledge to respond to stores and customer needs;
- (i) Arranging unusual or non-routine transport as required;
- (j) Applying and promoting quality and continuous improvement;
- (k) Identifying development needs of, and training stores personnel, assisting with evaluation and records.

#### **PART IV**

### **EMPLOYMENT RELATIONSHIP**

#### **19. Employer and Employee Duties**

- 19.1 With the exception of casuals Employees, all Employees covered by this Award shall be deemed to be employed by the week.
- 19.2 The Employer may direct an Employee to carry out such duties where practical, as are within the limits of the Employee's skills, competence and training consistent with the classification levels.

#### **20. Performance of Work**

- 20.1 All Employees shall carry out the duties as directed by their supervisor/manager, provided the duties to be performed are within their skill, competence and training.

#### **21. Employment Relationship**

- 21.1 Subject to the terms contained in this clause an Employee covered under this award can be engaged on a full time, part time, casual (subject to clause 27) or temporary basis (subject to clause 26).
- 21.2 All Employees covered under this award can be employed on a part time basis on request, in accordance with Part 5 of the *Industrial Relations Act 1996* (NSW), subject to the agreement of the Employer.
- 21.3 Part time employment may be offered to Engineering Repair Assistants employed to undertake bus cleaning functions.
- 21.4 Nothing in this Award prevents a party to this award from making an application in accordance with section 21(1)(f) of the *Industrial Relations Act 1996* (NSW) for part time Employees in other areas covered by this Award.
- 21.5 Employees engaged on a part time basis will work, on average, less ordinary hours per week than Employees engaged on a full-time basis (i.e. less than 38 ordinary hours per week), and receive on a pro rata basis the equivalent pay and conditions of full time Employees of the same classification.
- 21.6 Part time Employees will only be entitled to overtime rates for hours worked where a full time Employee would ordinarily receive overtime rates had they worked those hours (eg more than 38 hours per week).

## 22. Contracting

- 22.1 Maintenance work may be contracted out to meet peak demands, special projects and the need for specialised skills unavailable in house.
- 22.2 Wherever practicable the Employer will use existing Employees to carry out work within their capabilities to achieve the requirements of genuine productivity targets and benchmarks aligned with the objectives of corporate goals and bus reform initiatives.
- 22.3 Prior to work being contracted out, management will consult with the relevant union delegates on the scope of work, reason and circumstances for the decision.
- 22.4 Every effort will be made to minimise the use of contractors by adopting a skill transfer strategy to ensure that specialised skills held by contractors are transferred to Employees where appropriate.

## 23. Apprenticeships, Traineeships and Cadetships

- 23.1 The Employer is committed to the apprenticeship program. The number of apprentices are based on business needs and natural attrition rates or qualified trade Employees.
- 23.2 During the life of the Award, the Employer is prepared to review the yearly intake of apprentices.
- 23.3 The engagement of apprentices and trainees is governed by the applicable NSW legislation.
- 23.4 Apprentices and trainees undertake training in compliance with the Australian Quality Training Framework (or equivalent) as amended from time to time.
- 23.5 Where the Employer proposes to employ apprentices or trainees in a new classification, State Transit will consult with the relevant Union/s on the proposal.
- 23.6 The Employer may employ trainees using the Australian Apprenticeship Incentive Program (AAIP) or equivalent, where applicable. AAIP allows existing Employees to be considered as trainees for the purpose of acquiring recognised industry qualifications. This does not alter the classification or entitlements of existing Employees.
- 23.7 The minimum weekly wage for an apprentice will be derived by applying the relevant yearly percentage (%) shown below, to the rate of pay of a Engineering Repair Tradesperson Level 1, as shown in Schedule A. This pay rate will be exclusive of any relevant allowances payable, eg Industry Allowance and Tool Allowance.

YEAR	PERCENTAGE
First Year	50%
Second Year	60%
Third Year	75%
Fourth Year	88%

## 24. Adult Apprentice Wage Rates

- 24.1 Where an Employee is engaged under this Award as an Engineering Repair Assistant or Storeperson prior to becoming an adult apprentice, they shall receive which ever is the greater between the rate of pay for the position previously held and that for an apprentice.
- 24.2 Subject to the exclusion of adult apprentices nominated under this Award, all other adult apprentices shall be paid which ever is the greater of an Engineering Repair Assistant Level 2 as provided for under this Award, or the rate of an Apprentice.
- 24.3 An adult apprentice is an apprentice engaged by State Transit after turning 21 years of age.

## 25. Apprentices

- 25.1 Apprentices shall be employed in one or more of the following trades: Electrical Fitter, Electrical Mechanic, Motor Mechanic, Auto Electrician, Body Builder, Panel Beater, Vehicle Painter and any other calling to meet the Employer's trade requirements.
- 25.2 The probationary period of an apprentice shall be as set out in the training agreement or contract of apprenticeship consistent with the requirement of the apprenticeship authority and with State legislation but shall not exceed three months.
- 25.3 All apprentices shall attend the appropriate technical courses.
- 25.4 The terms of this Award will apply to apprentices, including adult apprentices, except where it is otherwise stated or where special provisions are stated to apply. Apprentices may be engaged in trades or occupations provided for in this clause where declared or recognised by an Apprenticeship Authority. Subject to appropriate State legislation, the Employer shall not employ an unapprenticed junior for a trade or occupation provided for in this clause.
- 25.5 Apprentices attending technical colleges or schools or registered training organisations or TAFE and presenting reports of satisfactory conduct shall be reimbursed all fees paid by them.
- 25.6 Except as provided in this clause or where otherwise stated all conditions of employment specified in the Award shall apply to apprentices. Notice of termination and redundancy provisions shall not apply to apprentices. The ordinary hours of employment of apprentices shall not in each enterprise exceed those of the relevant tradesperson.
- 25.7 The wage rates of apprentices as specified in subclause 23.7 may be varied with the approval of relevant parties to the Award according to the apprentice affected, and the relevant apprenticeship authority to allow for progression between wage levels based on the gaining of agreed competencies and/or modules instead of the year of the apprenticeships. For example, the appropriate proportion of the minimum training requirement associated with the year of the apprenticeship could only be used to identify progression from one percentage rate to the next.
- 25.8 No apprentices under the age of 18 years shall be required to work overtime or shift work unless they so desire. No apprentice shall, except in an emergency, work or be required to work, overtime, or shift work, at times, which would prevent their attendance in training consistent with the contract of the training agreement.
- 25.9 No apprentice shall work under a system of payment by results.
- 25.10 Lost time apprentices are required to serve an additional day for each day of absence during each year of their apprenticeship, except in respect of absences due to Annual Leave or Long Service Leave. The following year of their apprenticeship does not commence until the additional days have been worked. However, any time that has been worked by the apprentice in excess of their ordinary hours shall be credited to the apprentice when calculating the amount of additional time that needs to be worked in the relevant year.

## 26. Temporary Staff/Employees

- 26.1 It is agreed that temporary staff can be employed within the Bus Engineering Division. Temporary staff will be recruited for special project work of a fixed duration that is over and above normal work requirements of full time Employees, or where there is a shortage of staff due to sickness, Extended Leave etc. that will entail or involve greater than four weeks work. The employment of temporary staff will not impinge upon permanent Employees but will serve as a management tool to reduce excess hours of work and to meet work requirements. The following conditions are to apply to the employment of temporary staff:



- 26.1.1 Subject to subclause 26.1.2 herein Employees and Employee representatives are to be consulted 30 days prior where special projects are involved, seven days when staff shortage occurs due to long term unforeseen circumstances, before employing temporary staff.
- 26.1.2 All avenues of using existing State Transit Employees are to be explored.
- 26.1.3 Temporary Employees are to be directly employed by State Transit.
- 26.1.4 Temporary Employees will be entitled to the same wages and conditions of full time Employees, except for study assistance and appeal rights with Sick Leave available only when accrued.
- 26.1.5 Temporary Employees will receive the same pass entitlements of full time Employees.
- 26.1.6 Temporary Employees will be employed for no less than one month and where required for greater than 12 months to be permanent staff.
- 26.1.7 Services may be terminated at any time by either party, providing one week's notice is given.
- 26.1.8 Temporary staff will not be utilised to cover current Annual Leave clearance.

### **27. Non Trade Related Bus, Yard and Depot Facilities Functions**

All Duties and functions not related to the repair and mechanical maintenance of buses, and the duties and functions related to the cleanliness and general appearance of depot yards will be undertaken by non-trade employees covered by this award. This will include, but not be confined to, the cleaning of buses, yards and depot facilities.

- 27.1 Existing employees of STA who currently undertake such duties and are classified as Engineering Repair Assistants remain covered by the terms and conditions of this award on and from the date of operation of this award.
- 27.2 Employees employed after the commencement of this award to undertake such duties described above shall be covered exclusively by the terms and conditions of this award.
- 27.3 Existing employees of STA who currently undertake such duties and are not classified as Engineering Repair Assistants shall have the option of transferring to the terms and conditions of this award.
- 27.4 Under this clause a 'casual Employee' shall mean an Employee who is engaged and paid as such.
- 27.5 Casual Employees shall be paid at an hourly rate equal to the appropriate hourly rate prescribed for a full-time Employee for such work with the addition of a 20% casual loading. In the event a casual Employee becomes a full time or part time Employee, the casual loading will not be payable.
- 27.6 A casual Employee when working on a holiday or any time for which a weekly Employee is paid above the weekly Employee's ordinary rate or pay, must be paid the appropriate rate paid to the weekly Employee of the same class working at such time with the addition of 20%.
- 27.7 The casual loading is in recognition of the casual nature of the employment and compensates the Employee for all leave, and all incidence of employment, except overtime, unless prescribed otherwise eg. Legislative provisions that may provide Long Service Leave for casuals.
- 27.8 Unless prescribed otherwise, casuals are not entitled to any paid leave.
- 27.9 A casual Employee required to attend for duty and who does attend for duty, shall be entitled to a minimum payment of three hours' work at the appropriate rate.
- 27.10 State Transit shall not require an existing permanent Employee to become a casual Employee.

- 27.11 State Transit shall take all reasonable steps to provide Employees with secure employment by maximising the number of permanent positions in the workforce. A casual Employee may be employed to meet intermittent, short term, irregular work requirements or where a legitimate need for casual Employees arises.
- 27.12 A casual's employment commences at the beginning of a particular shift and ceases at the end of that shift.
- 27.13 Only the relevant provisions of this Award will apply to casual Employees, that is the provisions that would ordinarily apply to casual Employees. The following clauses of this Award specifically do not apply to casual Employees:
- (a) Clause 16 - Career Path, and Clause 17- Career Path Development
  - (b) Clause 28 - Abandonment of Employment
  - (c) Subclause 29.2 - Notice of Termination
  - (d) Clause 30 - Job Security
  - (e) Clauses contained in Part VI - Leave and Public Holidays of this Award with the exception of subclauses 51.7 and 51.8 which will continue to apply to casual Employees required to work on a public holiday, and clause 46 - Parental Leave (which only applies to Regular casual Employees).
  - (f) Clause 55 - Salary Sacrifice for Superannuation.
  - (g) Clause 59 - Training, Clause 60 - Training Costs, and Clause 62 - Training for Relief Leading Hands.
- 27.14 Notwithstanding the intentions of sub-clause 27.3 a party to this Award is at liberty to make an application in accordance with section 21(1) (g) of the Industrial Relations Act 1996 (NSW) for casual Employees in all areas covered by this Award.

### **28. Abandonment of Employment**

- 28.1 Where an Employee, within a period of 21 days from their last day of scheduled attendance for work, fails to establish, to the satisfaction of the Employer, that their absence is for a reasonable cause, the Employee will be deemed to have abandoned their employment.
- 28.2 Prior to employment being deemed to be abandoned, the following procedure will be applied by the Employer:
- 28.2.1 the Employer will forward a letter (the First Letter) by registered mail or courier to the last known address of the Employee requesting the Employee contact the Employer within seven (7) days of the date of service of the First letter, and provide a satisfactory explanation for their absence.
  - 28.2.2 where an Employee contacts the Employer and claims their absence is due to illness or injury, the Employer will allow a period of seven (7) days from the date of service of the First Letter for the Employee to supply a medical certificate/s supporting the whole of the absence.
  - 28.2.3 Where the Employee fails to acknowledge the First Letter or no satisfactory explanation or supporting medical certificate supporting the whole of the absence is provided by the Employee to the Employer, a second letter (the Second Letter) will be sent to the Employee advising the Employee to contact the Employer within seven (7) days of service of the Second Letter.
  - 28.2.4 The Second Letter shall include advice to the Employee that their employment will be deemed to have been abandoned if they continue to fail to attend for work or fail to provide a satisfactory explanation or medical certificate supporting the whole of the absence.

- 28.3 For the purpose of this clause service of the First Letter and/or Second Letter will be effected by means of either personal service or by leaving the letter at the last address nominated by the Employee to the Employer as their home address.

### 29. Termination of Employment

- 29.1 State Transit shall, upon receipt of a request from an Employee whose employment has terminated, provide to an Employee a written statement specifying the period of his or her employment and the classification of or type of work performed by the Employee. This will be provided where practical on the last day of work or as agreed with the Employee.

#### 29.2 Notice of Termination

- 29.2.1 In order to terminate the employment of an Employee the Employer must give to the Employee the following notice:

Period of Service	Period of Notice
Not more than 1 year	1 week
More than 1 year and up to 3 years	2 weeks
More than 3 years and up to 5 years	3 weeks
More than 5 years	4 weeks

- 29.2.2 In addition to the notice in 29.2.1, Employees over 45 years of age at the time of giving of the notice with not less than two years service, are entitled to an additional weeks notice.

- 29.2.3 Payment in lieu of the notice prescribed in 29.2.1 and 29.2.2 must 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.

- 29.2.4 In calculating any payment in lieu of notice, the wages an Employee would have received in respect of the ordinary time he or she would have worked during the period of notice, had their employment not been terminated, must be used.

- 29.2.5 The period of notice in this clause does not apply in the case of dismissal for serious misconduct, or in the cases of apprentices or casual Employees.

- 29.3 Upon termination of employment wages due to an Employee shall be paid on the day of such termination or forwarded by post on the next working day.

- 29.4 Where an Employer has given notice to an Employee, an Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Employer.

### 30. Job Security

- 30.1 State Transit is unable to provide an unequivocal assurance that at some time in the future, circumstances will not change and that State Transit will not seek changes to bus maintenance functions that could have an impact on staffing levels. Excess staff will be managed in accordance with State Government and State Transit policies for the management of excess staff.

- 30.2 The object of this Award is to support our planned growth of business by increasing efficiency and productivity through a cooperative approach between management and Employees.

**PART V****HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND RELATED MATTERS****31. Ordinary Hours of Work**

- 31.1 Where not already applicable, the ordinary hours of work will be 152 hours over a four week work cycle.
- 31.2 The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week subject to subclause 31.4.
- 31.3 The ordinary hours of work prescribed herein for day workers shall be between 6.00am and 6.00pm, provided the spread of hours may be altered by mutual agreement between the Employer and the majority of Employees in the section or sections concerned. Provided further that work prior to the spread of hours fixed in accordance with this subclause for which overtime rates are payable shall be deemed for the purpose of this subclause to be part of the ordinary hours of work.
- 31.4 The ordinary hours prescribed herein shall not exceed twelve hours in any day, provided that in any arrangement of ordinary hours where the ordinary working hours are to exceed eight on any day, the arrangement of hours shall be subject to the agreement of the Employer and the majority of Employees in the section or sections concerned, and relevant unions.
- 31.5 Ordinary hours of labour may be worked to provide for one hundred and fifty two (152) hours work in four weekly cycles to enable Employees to have additional time-off duty by accruing additional working time on other working days. Such hours are to be arranged within shift limits specified in 31.3.
- 31.6 Employees off duty on paid Sick Leave, approved leave, Annual Leave, Jury Service, Bereavement Leave or on public holidays shall not have their entitlement to a rostered day off affected.
- 31.7 Subject to Employer approval, an Employee may alter the day due to be a rostered day off.
- 31.8 Employees directed to attend duty but not required or who have been directed to attend and subsequently told that they are not required on that day shall be paid a half of a days pay unless notice that they will not be required has been given at their residence two hours before the time at which they were to commence duty, or prior to leaving their residence to attend duty where the normal travel time between residence and place of work is greater than two hours.

**32. Shift Work**

- 32.1 Definitions for the purpose of this clause:
- 32.1.1 Afternoon shift means any shift finishing after 6.00pm and at or before midnight.
- 32.1.2 Night shift means any shift finishing subsequent to midnight and at or before 8.00am.
- 32.1.3 Regular afternoon or night shift means an afternoon or night shift, which by established custom, constitutes a normal feature of the work for any group or class of Employees and which is normally in operation for at least five nights each week; where such shifts are not a normal feature of the work for any group or class of Employees and should they be introduced they shall be regarded as regular afternoon or night shifts after they have been in operation for more than four consecutive weeks.
- 32.1.4 A shift worker is an Employee who works regularly (day by day) to a roster which provides for work being performed during hours which result in a shift work allowance entitlement, or an Employee who works regularly to a roster which provides for work being performed on seven days of the week.

32.2 Employees working on afternoon or night shift shall be paid as follows:

32.2.1 Regular afternoon or night shifts - those required to take their turn on regular afternoon or night shifts shall be paid 15 per cent more than the ordinary rate for each such shifts worked.

32.2.2 Other than regular afternoon or night shifts - when other than regular afternoon or night shifts are worked Employees called upon to work such shifts shall be paid for the first five nights then shifts after the first five nights up to a period of four weeks from the commencement of such shifts shall be paid at the rate of 20 per cent more than the ordinary rate for each of such shifts worked; if the shifts continue for more than four weeks then Employees working on such shifts shall be paid at the rate of 15 per cent more than the ordinary rate of each of such shifts worked.

32.2.3 Provided that an Employee who is required to work night shifts only shall be paid at the rate of 30 per cent more than the ordinary rate for each such shift worked for all time worked during hours on such shifts.

### 33. Overtime

33.1 All time worked outside the ordinary hours work of a full time Employee on any given day or week shall be at time and a half for the first three hours and double time thereafter, except Sundays which shall be paid at double time.

33.2 For the purpose of this clause, ordinary hours shall mean the hours worked and fixed in accordance with Clause 31 - Ordinary Hours of Work, and Clause 32 - Shiftwork of this Award.

33.3 The hourly rate, when computing overtime, shall be determined by dividing the appropriate weekly rate by 38, even in cases when an Employee works more than 38 ordinary hours in a week.

33.4 The Employer may require any Employee to work reasonable overtime at overtime rates and such Employee shall work overtime in accordance with such requirements.

33.4.1 Subject to subclauses 33.7 and 33.9, there will be no minimum hours of overtime to be worked with overtime to be determined by the Employer.

33.5 Rest period after overtime

33.5.1 When overtime is necessary it shall, wherever reasonably practicable, be so arranged that Employees have at least ten consecutive hours off duty between the work of successive days.

33.5.2 No Employee shall be required to commence a new shift at ordinary rates within ten hours of the conclusion of his/her previous shift except for the purpose of change of regular shift. If the Employee is required to commence a new shift within ten hours of conclusion of the previous shift and it is not for the purpose of regular change of shift, the Employee shall be paid for such shift at overtime rates. This subclause does not apply where shifts are changed to meet the Employee's convenience. For the purpose only of this subclause overtime worked on any day shall be disregarded.

33.5.3 If on the instruction 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 double rates until released from duty for such period and shall then be entitled to be absent until having had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absences.

33.6 The provisions of this subclause shall apply in the case of shift workers who rotate from one shift to another as if eight hours was substituted for ten hours when overtime is worked:

- (a) For the purpose of changing shift rosters;
- (b) Where a shift worker does not report for duty;

- (c) Where the shift is to be arranged between the Employees themselves.

### 33.7 Call back

33.7.1 An Employee required after the usual working hours to attend the Employer's establishment to work (whether notified before or after leaving the premise) shall receive a minimum payment equivalent to three hours work at the appropriate overtime rate for each time recalled. Provided, that except in the case of unforeseen circumstances the Employee shall not be required to work the full three hours if the job recalled to perform is completed within a short period of time. This subclause shall not apply in cases where it is customary for an Employee to return to the Employer's premise to perform a specific task outside the ordinary working hours, or completion or commencement of ordinary working time.

33.7.2 Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purpose of subclause 33.5 of this clause when the actual time worked is less than three hours on such recall or on each of such recalls.

### 33.8 Crib time

33.8.1 Where more than one and a half hours overtime is required to be worked immediately after ordinary working hours, or after what would be the ordinary working hours if the Employee was working on a day ordinarily off duty, and the exigencies of the service permit, an Employee before starting to work such overtime shall be allowed a paid crib break of twenty minutes.

33.8.2 An Employee who works four hours overtime after having had the crib break provided in subclause 33.8.1 shall be allowed a further crib break of twenty minutes without deduction of pay if required to continue working.

33.8.3 An Employee recalled for duty after ceasing work on one shift and before commencing work on the next shall be allowed a crib of twenty minutes without deduction of pay after having worked four hours overtime and required to continue at work. If required to work more than four hours additional overtime at the conclusion of such crib, the Employee shall be allowed a further crib of twenty minutes without deduction in pay.

### 33.9 Short notice pre start

33.9.1 An Employee who has been contacted since the conclusion of their last shift and prior to attending their next shift for the purpose of working overtime prior to, and in association with the commencement of their normal shift, shall be required to work a minimum of two hours overtime at the appropriate overtime rates. This provision does not impact on the 'call back' provisions as provided for in subclause 33.7.

33.10 All overtime shall be worked to comply with relevant Heavy Vehicle Fatigue Management Regulation/s and or Fatigue Management Guidelines.

## **34. Saturday Time**

34.1 Ordinary hours worked on a Saturday shall be paid at the rate of time and a half.

## **35. Sunday Time**

35.1 Time worked on a Sunday shall be paid at the rate of double time.

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

### **36. Rosters**

- 36.1 Rosters shall be built to meet the operational needs of the business with the emphasis on routine servicing and maintenance activities being performed at times outside of operational peak bus requirements.
- 36.2 It is acknowledged by the parties that changes in operational peak bus requirements/service provisions may impact on both maintenance staff numbers and maintenance workshop locations as required. Rosters are to be arranged in such a manner, to ensure that the most economical and appropriate level of coverage is made available.
- 36.3 Operational and business requirements that may require alterations to existing rostering arrangements include:
- (a) staff classification type and numbers in a location,
  - (b) actual work location including redeployment to another work location,
  - (c) shift start and finishing times,
  - (d) rostered day off patterns.
- 36.4 Consultation regarding change is to take place as per clause 37, clause 64 and subclause 9.6 of this Award.
- 36.5 Rosters shall be constructed and maintained to ensure that all hours worked shall comply with relevant Heavy Vehicle Fatigue Management Regulation/s and or Fatigue Management Guidelines.

### **37. Rostering Arrangements**

- 37.1 Consultation is to take place with staff as to proposed changes to a master roster.
- 37.2 Where the master roster is to be changed, the Employees affected are to be notified of the change as soon as practicable, with the minimum notification to be 28 days. The following procedures are to apply during those 28 days:
- 37.2.1 In week 1, rosters are displayed and Employees are to raise with local management any issues of concern.
  - 37.2.2 In week 2, roster is modified on the basis of concerns raised, providing such alterations do not impact on the overall operational efficiency and costs of the rosters.
  - 37.2.3 In week 3, rosters are reposted and to commence in two weeks.
  - 37.2.4 In week 5, rosters commence.
- 37.3 In the construction of rosters the critical element is to ensure sufficient staff is available to meet operational requirements and to maintain the standards as set by the Roads and Traffic Authority.
- 37.4 Without diminishing the responsibilities and requirements as nominated in subclause 38.1, consideration is to be given to travel arrangements of Employees when constructing rosters.

### **38. Change of Shift**

- 38.1 In the event of a change of shift being necessary and there is a relief line, the relief will cover the shift, provided they are given 48 hours notice of the change. Where there is no relief line, another Employee within the classification will cover the shift on the basis of agreed arrangements at the local level. Where there are no agreed arrangements in place and no volunteers, the last employed at the location, on the

shift not required (i.e. if a day shift is not required then the last employed at the location working day shift is to receive 48 hours notice of the change).

### **39. 4 Day Week/ 9 Day Fortnight**

- 39.1 The parties agree to undertake a review of the current practice of the four day week roster, which is currently operating at Willoughby Depot.
- 39.2 Subject to the outcome of the review, leave is reserved to the parties to discuss the wider implication of flexible rostering initiatives. No further extension of this practice at Willoughby Depot will occur prior to the outcome of the review.

### **40. Higher Duties**

- 40.1 An Employee may be required to act in a higher grade, where such higher grade is a classification in the normal line of progression.
- 40.2 An Employee temporarily acting in the higher grade shall be paid whilst so employed, the rate applicable if the Employee were appointed to that grade.
- 40.3 The relevant rate and conditions applying to the higher grade position shall be the rate and conditions that apply to the Employee while they are acting in the higher grade position.
- 40.4 Where an Employee is required to act in a higher grade for two hours or more on any day or shift the Employee shall be paid the rate for the higher grade for the full day or shift.
- 40.5 An Employee required to act in a higher grade position shall not receive less payment than the Employee would have received had the Employee remained in his/her classified position and performed the ordinary hours associated with that position.

### **41. Attending Office**

- 41.1 Where the Employer requires an Employee to:
- 41.1.1 attend the Employer's premise or elsewhere to answer complaints, furnish reports, and supply statements and/or affidavits, or
- 41.1.2 attend any court or coronial inquiry,
- the Employee shall be paid for all time spent at ordinary rates and shall be reimbursed any excess travelling time and expenses for rail and/or bus services.

### **42. Meal and Rest Breaks**

- 42.1 An Employee shall not be required to work for more than five hours without a break for a meal.
- 42.2 Except where any alternative arrangement is entered into as a result of in-plant discussions, time and a half rates shall be paid for all work done during meal hours and thereafter until a meal break is allowed.
- 42.3 In cases of Employees being required to work through the meal break a paid crib break of twenty minutes will be allowed.
- 42.4 If a rest break is granted, it shall be at the Employer's time.



**PART VI****LEAVE AND PUBLIC HOLIDAYS****43. Annual Leave**

43.1 Employees shall be entitled to Annual Leave as prescribed by the Annual Holidays Act 1944 (NSW).

43.2 Annual Leave Loading

43.2.1 An Employee who has been a shiftworker for greater than six months in the previous twelve months prior to commencing Annual Leave shall be paid a loading at the rate of 20 per cent of the appropriate weekly wage.

43.2.2 Any other Employee when proceeding on Annual Leave shall be paid a loading at the rate of 17.5% of the appropriate weekly wage.

**44. Long Service Leave**

44.1 Employees shall be entitled to Long Service Leave as prescribed in the *Transport Administration Act* 1988 (NSW), as amended from time to time.

**45. Personal Leave**

45.1 Personal Leave consists of the following three types of leave:

- (a) Sick Leave;
- (b) Carer's Leave; and
- (c) Compassionate/Bereavement Leave

45.2 All Employees, other than casual Employees, will be entitled to Personal Leave in accordance with this clause.

45.3 For the purpose of this clause:

45.3.1 Immediate family means:

- (a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse, in relation to a person, means a person of the same or opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person, and
- (b) child, or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the Employee or spouse of the Employee.

45.3.2 Year means the period of twelve months from 1 January to 31 December inclusive.

45.3.3 Accumulated paid Sick Leave means paid Sick Leave which accrued to an Employee's credit in any previous calendar year which has not been cleared by the Employee as paid Sick Leave.

45.3.4 Current paid Sick Leave means paid Sick Leave that has accrued to an Employee's credit in the current year which has not been cleared by the Employee as paid Sick Leave.

45.4 Sick Leave

45.4.1 If an Employee is receiving workers compensation payments, they are not entitled to Sick Leave.

45.4.2 Subject to Subclause 45.5, Employees covered by this Award are entitled to 15 days (or equivalent) paid Sick Leave per year, provided;

- (a) paid Sick Leave will be credited on a pro rata basis in the first year of service, and
- (b) Sick Leave not used in any year shall accumulate.

45.4.3 If an Employee is terminated by their Employer and is re-engaged on a permanent basis by the same Employer within a period of six months then the Employee's unclaimed balance of Sick Leave shall continue from the date of re-engagement.

#### 45.5 Managing Sick Leave Related Absences

45.5.1 The parties have agreed to implement a range of strategies to reduce average Sick Leave levels for Employees covered under this Award and have committed to achieving a target level of an average of 9 days per year, per Employee.

45.5.2 The strategies to be implemented will include, but are not limited to, the following:

- (a) Employees are entitled to a maximum number of 5 non certified Sick Leave days allowed per year, however an Employee who has already had two paid Sick Leave absences in the year, the duration of each absence being of one day only, is not entitled to further paid Sick Leave in that year of a duration of one day only, without production to the Employer of a certificate from a qualified medical practitioner certifying the Employee was unable to attend for duty on account of personal illness or injury.
- (b) Payment of Sick Leave is provisional on an Employee:
  - (i) reporting the absence appropriately (that is as soon as reasonably practicable and prior to or at the commencement of a shift) as well as providing required information); and
  - (ii) an agreed minimum level of information being supplied including the nature of the illness or injury and the estimated duration of the absence (where an Employee is concerned about disclosing the nature of the illness to their manager, they may elect to have the application for Sick Leave dealt with confidentially by an alternative manager, a Health Services Officer, or a member of the Human Resources Division).
- (c) Backdated medical certificates will only be accepted at the sole discretion of the Employer, and as defined by STA policies, based on the individual circumstances including the Employee's absence history.
- (d) The Employer will have sole discretion to accept other forms of evidence to satisfy that an Employee had a genuine illness based on the individual circumstances including the Employee's absence history.
- (e) Employees with an unacceptable attendance pattern may be placed on an absence management program, which may include withdrawal of any entitlement to non certificated Sick Leave.
- (f) A requirement that any Employee on long term Sick Leave may be required by the Employer to participate in a return to work program.

45.5.3 For the purpose of this clause, Unacceptable Attendance Pattern means any pattern of absence, which the Employee's manager, on reasonable grounds, believes warrants the Employee being placed on an Absence Management Program, and includes:

- (a) failure to comply with any aspect of State Transit's Sick Leave Policy (a copy of which can be accessed through State Transit's Business Management System), or an obligation imposed under the provisions of this clause.
- (b) failure to produce a medical certificate or other satisfactory evidence to support an absence where the Employee was under an obligation to do so.

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

- (a) a pattern of unplanned absences predominately on particular days of the week or during particular times of the year,
- (b) high number of one to two day unplanned absences, particularly for different reasons,
- (c) a pattern of unplanned Sick Leave immediately following or preceding RDO's, ADO's, public holidays or Annual Leave,
- (d) unplanned absences on a day which an Employee sought a day off, but which was not approved,
- (e) unplanned absences on special events,
- (f) five or more absences (particularly single day absences) in a four month period.

45.5.5 An Employee with an unacceptable attendance pattern may be placed on an Absence Management Program. In administering Absence Management Programs, there is absolutely no intention by State Transit to place undue pressure on any Employee in genuine need of Sick Leave.

45.5.6 Absence Management Program Step 1 - Preliminary Discussion

- (a) The Employee will be interviewed by their supervisor or manager regarding any apparent unacceptable attendance pattern. Reasons for the absence history may be explored. Further medical investigation and referrals may be required at this stage.
- (b) If, following discussion and any necessary further investigation, the Employee's manager remains unsatisfied with the attendance pattern, the Employee will be advised in writing that should there be no improvement in their attendance pattern, they will be placed on an absence management program. However, in exceptional circumstances, an Employee may be placed on an Absence Management Program at this point.

45.5.7 Absence Management Program Step 2 - Placement on a Program

Should an Employee's attendance pattern remain unsatisfactory, the Employee will again be interviewed by their manager. If, following the further interview, the Employee's manager remains unsatisfied with the attendance pattern, the Employee will be placed on an Absence Management Program which will include the following:

- (a) all unplanned absence due to personal illness or injury will need to be medically supported while the Employee remains on an absence management program;
- (b) regular review meetings between the manager and Employee as required;
- (c) any unplanned absence will require approval and until the Employee has applied for leave, been interviewed by their manager and the leave has been approved, any unplanned absence will be treated as unauthorised leave and may lead to disciplinary action;

- (d) medical examination by a State Transit Doctor as required, including when reporting unplanned absences due to personal illness or injury;
- (e) written confirmation of placement on the Absence Management Program and advice that a continuing unacceptable attendance pattern, including the taking of any unauthorised leave, may result in further disciplinary action leading to termination of employment.

#### 45.5.8 Absence Management Program Step 3 - Disciplinary Action

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

#### 45.5.9 Continuous Review

- (a) An Employee placed on an Absence Management Program will be subject to continuous review, and may be removed from the Absence Management Program, at any time, following demonstrated improvement in their attendance pattern.
- (b) Employees will be advised in writing of the decision to remove them from the Absence Management Program. However, should the Employee again come under notice for an unacceptable attendance pattern, the Employee may be placed back on an Absence Management Program

#### 45.5.10 The parties agree that in order to give full effect to the provisions of this clause that:

- (a) the Employer's Sick Leave Policy and procedures may be varied during the life of this Award, including any variations which are necessary to give effect to the provisions of this clause;
- (b) Employees covered by this Award are under strict obligations to effectively manage their absence in order to achieve the targeted reduction in Sick Leave, and
- (c) the Unions party to this Award will work co-operatively with the Employer to ensure the implementation and success of the Absence Management Procedures outlined in this clause and achievement of the targeted reductions in average Sick Leave levels.

### 45.6 Carer's Leave

45.6.1 Subject to an Employee having sufficient paid Sick Leave available, Employees are entitled to use up to a maximum of five days from their Sick Leave entitlement to use as Carer's Leave.

45.6.2 The entitlement to use up to a maximum of five days per year as Carer's Leave does not accumulate from year to year.

45.6.3 An Employee may elect, with the consent of the Employer, to take unpaid leave as Carer's Leave.

45.6.4 Paid and unpaid Carer's Leave may be taken for part of a single day.

45.6.5 An Employee's entitlement to use paid or unpaid Carer's Leave is subject to:

- (a) the Employee having responsibilities in relation to either members of their immediate family or household who need their care and support when they are ill; and
- (b) the Employee being responsible for the care of the person concerned.

45.6.6 The Employee must establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another, provided that:

- (a) the Employer may require an Employee to provide a medical certificate to support the application for Carer's Leave where:
  - (i) the period of Carer's Leave applied for exceeds or extends over a continuous period of three or more days on any occasion; or
  - (ii) the Employee has exhausted all paid Carer's Leave, or
  - (iii) the Employee, within the current Year, has already cleared 5 days paid Carer's Leave, which were not supported by the production of a medical certificate; or
- (b) the Employee has been placed on an Attendance Monitoring Program and directed to supply medical certificates to support all future applications for Sick Leave and Carer's Leave.

45.6.7 In normal circumstances, an Employee must not take Carer's Leave under this clause where another person has taken leave to care for the same person.

45.6.8 The Employee must, where reasonably practicable, give the Employer notice prior to the absence of their intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Employer by telephone of such absence at the first opportunity on the day of absence.

#### 45.7 Compassionate/Bereavement Leave

45.7.1 An Employee is entitled to up to two days paid leave on each occasion a member of the Employee's immediate family or household dies.

45.7.2 Proof of death must be provided to the satisfaction of the Employer.

### 46. Parental Leave

46.1 Parental Leave includes Maternity, Adoption Leave and 'Other Parent' Leave. Subject to the terms of this clause, Employees other than casuals are entitled to Maternity, Paternity and Adoption Leave and to request to work part time in connection with the birth or adoption of a child. An Employee is entitled to Parental Leave in accordance with this clause and with the Employer's Parental Leave Policy.

46.2 For the purposes of this subclause 'child' means a child of the Employee under the age of one except for adoption of a child where '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 had previously continuously lived with the Employee for a period of six months or more.

46.3 After an Employee has completed 40 weeks continuous service, and who has provided satisfactory evidence of being the primary carer for the child, they are entitled up to a combined total of 52 weeks unpaid Parental Leave on a shared basis in relation to the birth or adoption of their child. For females, Maternity Leave may be taken, and for males, 'Other Parent' Leave may be taken. Adoption Leave may be taken in the case of adoption.

46.4 Parental Leave is to be available to only one parent at a time, except that both parents may simultaneously access Parental Leave in the following circumstances:

- (a) for maternity and other Parent Leave, an unbroken period of one week at the time of the birth of the child,

- (b) for Adoption Leave, an unbroken period of up to three weeks at the time of the placement of the child.
- 46.5 An Employee who is not eligible for Maternity Leave or Adoption Leave, may, in special circumstances, be granted 'Other Parent' leave to care for their child.
- 46.6 Parental Leave is for a period of not more than 52 weeks from the date the leave commenced.
- 46.7 Parental Leave is unpaid leave (unless provision for payment is made) and can consist of solely Parental Leave, or a combination of Parental, Annual and/or Long Service Leave if the Employee has accrued such leave.
- 46.8 An Employee taking Parental Leave must take any accumulated leave entitlements in excess of 40 days as part of Parental Leave.
- 46.9 An Employee must not unreasonably withhold notice of the intention to apply for Parental Leave.
- 46.10 Returning to work after a period of Parental Leave
- 46.10.1 An Employee is entitled to return from Parental Leave to the position substantially held immediately prior to going on Parental Leave if that position still exists, but if the Employee's position has ceased to exist during the period of Parental Leave, the Employee will return from Parental Leave as a Excess Officer and will be subject to the Employer's Excess Officer Policy. In the case of an Employee transferred to a safe job pursuant to subclause 47.4, the Employee will be entitled to return to the position they held immediately before such transfer.
- 46.10.2 An Employee may be granted further leave beyond 52 weeks from the date of birth, but an Employee who returns to work beyond the 52 weeks from the date of birth may be treated as a Displaced Officer and will be subject to the Employer's Excess Officer Policy. Any Employee taking further leave will be required to clear accumulated leave prior to commencing extended Parental Leave.
- 46.10.3 An Employee will notify of their intention to return to work after a period of Parental Leave at least four weeks prior to the expiration of the leave.
- 46.11 Notice of Parental Leave
- 46.11.1 An Employee will provide the Employer at least ten weeks prior to each proposed period of Parental Leave with:
- (a) for maternity and Other Parent Leave, a certificate from a registered medical practitioner which states they (or their spouse) is pregnant and the expected date of birth, and
  - (b) written notification of the dates on which they propose to start and finish the period of Parental Leave, and
  - (c) a statutory declaration stating:
    - (i) the period of leave sought is so that they can be the primary caregiver to the child, and
    - (ii) detail any particulars of any period of Parental Leave sought or taken by their spouse, and
    - (iii) that for the period of Parental Leave, the Employee will not engage in any conduct inconsistent with their contract of employment.

- 46.11.2 An Employee will not be in breach of this clause if failure to give the required notice period is because of the birth occurring earlier than the presumed date.

#### 46.12 Replacement Employees

- 46.12.1 A replacement Employee is an Employee specifically engaged, part time or full time, or temporarily promoted or transferred, as a result of an Employee proceeding on Parental Leave.
- 46.12.2 Before an Employer engages a replacement Employee the Employer will inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

#### 46.13 Variation of Parental Leave

- 46.13.1 Unless agreed otherwise between the Employer and Employee, an Employee may apply to their Employer to change the period of Parental Leave on one occasion. Any such change is to be notified at least four weeks prior to the commencement of the changed arrangements.
- 46.13.2 Subject to subclause 47.5 and unless agreed otherwise between the Employee and Employer, an Employee may commence Parental Leave at any time within nine weeks immediately prior to the expected date of the birth and not more than 52 weeks after the date of the birth (or in the case of Adoption Leave upon the date of placement).

### **47. Maternity Leave**

- 47.1 Where an Employee continues to work within the six week period immediately prior to the expected date of birth, or where the Employee elects to return to work within six weeks after the birth of the child, an Employer may require the Employee to provide a medical certificate stating that she is fit to work on her normal duties.
- 47.2 Where the pregnancy of an Employee terminates after 28 weeks and the Employee has not commenced Maternity Leave, the Employee may take unpaid special Maternity Leave of such period as a registered medical practitioner certifies as necessary, except that where an Employee is suffering from an illness not related to the direct consequences of the birth an Employee may be entitled to paid Sick Leave in lieu of, or in addition to, special Maternity Leave.
- 47.3 Where Parental Leave is granted, during the period of leave an Employee may return to work at any time, as agreed between the Employer and the Employee provided that time does not exceed four weeks from the recommencement date desired by the Employee.
- 47.4 Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy make it inadvisable for the Employee to continue at her present work, the Employee will, if the Employer deems practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of Maternity Leave.
- 47.5 If a transfer to a safe job is not practicable, the Employee may elect, or the Employer may require the Employee, to commence Parental Leave.
- 47.6 An Employee who has been granted Maternity Leave in accordance with this clause may apply to return from a period of full time Parental Leave on a part time basis or on a job share arrangement. Applications must be made in writing as soon as practicable, preferably before commencing Parental Leave, or at least four weeks before the proposed return date.
- 47.7 The Employer shall consider any request for a full time Employee to return to work from their period of Maternity Leave on a part time or job share arrangement having regard to the Employee's circumstances and the effect on the workplace and/or the Employer's business.

**47.8 Paid Maternity Leave**

47.8.1 A female Employee entitled to Parental Leave (ie completed at least 40 weeks continuous service) is entitled to paid Maternity Leave in accordance with this subclause.

47.8.2 An Employee is entitled to a maximum of 9 weeks paid Maternity Leave at their base rate. The paid leave can be taken in a lump sum at the commencement of Maternity Leave, or as half pay on a fortnightly basis while on Maternity Leave, or in any combination of these options.

47.9 Separate from paid Maternity Leave, an Employee may be paid accrued Annual and/or Long Service Leave as part of the Maternity Leave period. The accrued leave can be taken:

- (a) For accrued Annual Leave, in a lump sum payment at the commencement of Maternity Leave or as full pay while on Maternity Leave, or
- (b) For accrued Long Service Leave, in a lump sum payment at the commencement of Maternity Leave or as full pay while on Maternity Leave or as half pay while on Maternity Leave.

Once all entitlements to pay have been exhausted, the balance of Maternity Leave will be unpaid.

**48. Adoption Leave**

48.1 Employees are entitled to paid Adoption Leave in accordance with this clause and with the Employer's Adoption Policy.

48.2 An Employee who has been granted Adoption Leave in accordance with this clause may apply to return from a period of full time Parental Leave on a part time basis or on a job share arrangement. Applications must be made in writing as soon as practicable, preferably before commencing Parental Leave, or at least four weeks before the proposed return date.

48.3 The Employer shall consider any request for a full time Employee to return to work from their period of Adoption Leave on a part time or job share arrangement having regard to the Employee's circumstances and the effect on the workplace and/or the Employer's business.

48.4 An Employer may require an Employee to provide confirmation from the appropriate government authority of the placement of the child for adoption.

48.5 Where the placement of a child for adoption with an Employee does not proceed or continue, the Employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee's return to work.

48.6 An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such a failure results from a requirement of an adoption agency to accept earlier or later placements of a child, the death of a spouse, or other compelling circumstances.

**49. Jury Service**

49.1 A permanent Employee required to attend for jury service during his or her ordinary working hours shall be reimbursed by the Employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages he or she would have received in respect of total ordinary time they would have worked had they not been on jury service.

49.2 An Employee shall notify the Employer as soon as possible of the date upon which he or she 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.



## 50. Blood Donors Leave

- 50.1 Employees are to receive paid leave pursuant to the Employer's Blood and Marrow Donation Policy. In arranging the leave, consideration is to be given to the fact that having given a donation of blood, Employees are not to drive a heavy vehicle for a period of at least eight hours.

## 51. Public Holidays

- 51.1 A permanent Employee under this Award is entitled to the following public holidays, without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day or Eight Hours Day, Christmas Day, Bank Holiday, and Boxing Day. Where another day is generally observed in a locality in substitute for any of the above days, that day shall be observed as the public holiday in lieu of the prescribed day.
- 51.2 Employees are only entitled to public holidays on days in which they would ordinarily be required to work, but for the public holiday occurring.
- 51.3 Where reasonably practicable an Employee shall be granted a day's leave, without deduction of pay, each calendar year to attend an approved picnic day. Such Employee if required to work on this day shall be granted a day's leave, without deduction of pay, in lieu thereof.
- 51.4 Substitution of certain public holidays, which fall on a weekend:
- (a) where Christmas Day falls on a Saturday or a Sunday, 27 December shall be observed as the public holiday in lieu of the prescribed day.
  - (b) where Boxing Day falls on a Saturday or a Sunday, 28 December shall be observed as the public holiday in lieu of the prescribed day.
  - (c) where New Year's Day or Australia Day falls on a Saturday or a Sunday, the following Monday shall be observed as the public holiday in lieu of the prescribed day.
- 51.5 By agreement between the Employer and the majority of Employees in the relevant enterprise or section of the enterprise, an alternative day may be taken as the public holiday in lieu of any of the prescribed days. An Employer and an individual may also agree to the Employee taking another day as the public holiday in lieu of the day, which is being observed as the public holiday in the enterprise or relevant section of the enterprise.
- 51.6 In addition to the days described in subclause 51.1, any special days appointed by gazettal as a public holiday throughout the State or a locality shall be deemed to be a public holiday throughout the State or relevant locality for the purposes of this Award.
- 51.7 Payment for time worked on a public holiday
- 51.7.1 Continuous shift workers required to work on a public holiday shall be paid at the rate of double time and a half for hours worked throughout ordinary hours. Continuous shift workers required to work overtime on a public holiday shall be paid at double time for the overtime performed on the public holiday. Continuous shift workers required to work on a public holiday shall be paid for a minimum of three hours work.
- 51.7.2 Day workers required to work on a public holiday shall be paid for a minimum period of three hours work at the rate of double time and a half. The double time and a half is to be paid until the Employee is relieved from duty.
- 51.8 Where an Employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the Employer, he or she will not be entitled to payment for the holiday.

51.9 Except as provided for in this subclause or subclause 51.10, where a full time Employee's ordinary hours of work are structured to include a day off and such day off falls on a public holiday the Employee is entitled to either:

- (a) 7 hours and 36 minutes pay at ordinary rates; or
- (b) 7 hours and 36 minutes added to his or her Annual Leave; or
- (c) a substitute day off on an alternative week day.

This shall not apply to rostered days off which fall on a Saturday or a Sunday.

51.10 Where an Employee has credited time accumulated, then such credited time should not be taken as a day off on a public holiday.

51.11 If an Employee is rostered to take credited time as a day off on a week day and such week day is prescribed as a public holiday after the Employee was given notice of the day off, then the Employer shall allow the Employee to take the time off on an alternative day.

51.12 Subclauses 51.10 and 51.11 above shall not apply in relation to days off which are specified in an Employee's regular roster or pattern of ordinary hours. Subclause 51.9 shall apply in such circumstances.

## **52. Clearance of Public Holidays and Picnic Days**

52.1 Where an Employee is required to work on a proclaimed public holiday or picnic day, the Employee will have the option to be paid the monetary value for the day, foregoing accumulation for future clearance, or to accumulate the public holiday for clearance with their accumulated leave for that year. If the public holiday or picnic day is not cleared it will be paid out with the final pay on or after 31 December of the year following accumulation.

52.2 Employees holding accrued public holidays and picnic days accrued on or prior to 31 December 2005 will be required to clear such accrued holidays throughout the life of this Award.

52.3 The monetary value of all public holidays and picnic days accrued on or prior to 31 December 2005 not cleared throughout the life of this Award, will be paid out to Employees in the first pay period following 31 December 2011.

## **PART VII**

### **WAGES AND RELATED MATTERS**

#### **53. Payment of Wages**

53.1 An Employee whose ordinary hours of work are arranged so that they work an average of 38 ordinary hours each week during a particular work cycle shall be paid fortnightly according to a weekly average of ordinary hours worked even though more or less than 38 ordinary hours may be worked in any particular week or work cycle.

53.2 All monies payable pursuant to this Award shall be paid by cheque or electronic transfer of funds into an account/s nominated by the Employee with a bank or other financial institution recognised by the Employer.

53.3 Hourly rates shall be calculated by dividing the appropriate weekly rate by 38.

#### **54. Wage Increase**

54.1 A 3.75% increase will apply to Employees covered by this Award from the first full pay period from 1 January 2009. A further 3.75% increase will apply from 1 January 2010 and again from 1 January 2011.

- 54.2 The wage increases contained in this Award are in substitution for any State Wage Case decisions. Any arbitrated safety net adjustments may be offset against any equivalent amount in rates of pay received by Employees.

### 55. Salary Sacrifice for Superannuation

- 55.1 Notwithstanding the wages prescribed in this Award, an Employee other than a temporary or casual Employee may elect, subject to the agreement of the Employer, to sacrifice a portion of the base wage payable under this Award to additional Employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause 'superannuable salary' means the Employee's wages as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- 55.2 Where an Employee has elected to sacrifice a portion of that payable wage to additional Employer superannuation contributions:

55.2.1 Subject to Australian taxation law, the sacrificed portion of wage will reduce the wage subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and

55.2.2 Any allowance, penalty rate, payment for unused leave entitlements, weekly workers' compensation or other payment, other than any payments for leave taken in service, to which an Employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to an Employee's wage, shall be calculated by reference to the wage which would have applied to the Employee under this Award in the absence of any salary sacrifice to superannuation made under this Award.

- 55.3 The Employee may elect to have the portion of payable wage, which is sacrificed to additional Employer superannuation contributions:

55.3.1 paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional Employer contributions; or

55.3.2 Subject to the Employer's agreement, paid into a private sector complying superannuation scheme as an Employer superannuation contributions.

- 55.4 Where an Employee elects to salary sacrifice, in accordance with subclause 55.1 or 55.3, the Employer will pay the sacrificed amount into the relevant superannuation fund.

- 55.5 Where the Employee is a member of a superannuation scheme established under:

the *Superannuation Act 1916*;

the *State Authorities Superannuation Act 1978*;

the *State Authorities Non-contributory Superannuation Act 1987*; or

the *First State Superannuation Act 1992*,

the Employer must ensure that the amount of any additional Employer superannuation contributions specified in subclause 55.1 is included in the Employee's superannuable salary, which is notified to the NSW public sector superannuation trustee corporations.

- 55.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an Employee has entered into an agreement with the Employer to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 55.5, the Employer will continue to base contributions to that fund on the base wage payable under this Award to the same extent as applied before the Employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the Employer may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

## 56. Wage Rates

56.1 The rates of pay for the different classifications relevant to this Award, are set out in Schedule A of this Award.

## 57. Supported Wage Systems

57.1 Workers eligible for a supported wage.

57.1.1 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:

- (a) Support wage system means the Commonwealth Government (or State equivalent) 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 Processes" as amended from time to time.
- (b) 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.
- (c) 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.
- (d) Assessment Instrument 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.

57.2 Eligibility Criteria

57.2.1 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.

57.2.2 This 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.

57.2.3 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 Part II of the said Act, or if a part only has received recognition, that part.

57.3 Supported Wage Rates

57.3.1 Employees to whom this clause applies shall be paid the applicable 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	Percentage of Prescribed Rate of Pay
10%	10%
20%	20%
30%	30%

40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

57.3.2 Provided that the minimum amount payable shall not be less than \$50.00 per week.

57.3.3 Where a person's assessed capacity is 10 per cent, they shall receive a high degree of assistance and support.

57.3.4 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:

- (a) the Employer and a union party to the Award, in consultation with the Employee or if desired by any of these, or
- (b) the Employer and an accredited assessor from a panel agreed by the parties to the Award and the Employee.

#### 57.4 Lodgement of assessment instrument

57.4.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the Award rate to be paid to the Employee, shall be lodged by the Employer with the Registry of the Industrial Relations Commission.

57.4.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union which is party to the Award and not a party to the assessment, it shall be referred by the Registry to the union by certified mail and shall take effect unless an objection is notified to the Registry within ten working days.

57.4.3 The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

57.4.4 When an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as all other workers covered by this Award on a pro rata basis.

57.5 An Employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes at the enterprise to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

#### 57.6 Trial Period

57.6.1 In order for an adequate assessment of the Employee's capacity to be made, the Employer may employ a person under the provisions of this clause for a trial period not exceeding three calendar months, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

57.6.2 During the trial the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

57.6.3 The minimum amount payable to the Employee during the trial period shall be no less than \$50.00 per week.

57.6.4 Work trials should include induction or training as appropriate to the job being trialled.

57.6.5 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 57.3.4.

### 58. Allowances

- 58.1 Employees shall be entitled to allowances as prescribed for in this Clause at the rates outlined in Table 2, Schedule A.
- 58.2 Plumber's Registration Allowance - A Plumber and/or Gasfitter and/or Drainer who is the holder of a Certificate of Registration in accordance with State legislation shall be paid the allowance rate specified in Table 2, Schedule A.
- 58.3 Confined Spaces - Employees required to work in a confined space shall be paid the allowance rate specified in Table 2, Schedule A. Confined space means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.
- 58.4 Electrician's Registration Allowance - An electrician who is the holder of a New South Wales Electrician's licence shall be paid the allowance rate specified in Table 2, Schedule A.
- 58.5 Electrician's Supervisor Registration Allowance - An electrician who is the holder of a New South Wales Electrician's Supervisor's licence shall be paid the allowance rate specified in Table 2, Schedule A.
- 58.6 Asbestos Allowance - An Employee required to work with materials containing asbestos or to work in close proximity to it shall be paid the allowance specified in Table 2, Schedule A.
- 58.7 Asbestos Eradication - This subclause shall apply to Employees engaged in the process of asbestos eradication in the performance of work within the scope of this Award. Asbestos eradication is defined as work on or about a building, involving the removal or any other method of neutralisation of any materials that consist of, or contain asbestos. Employees engaged in asbestos eradication shall receive the allowance rate as specified in Table 2, Schedule A. An Employee receiving an Asbestos Eradication Allowance will not be eligible for an Asbestos Allowance in addition to the Asbestos Eradication Allowance.
- 58.8 Chokages - A plumber or drainer when employed upon any chokage necessitating the opening of any soil waste, or drainpipe conveying sewage, or upon any chokage in connection with oil arrester pipes or traps, fuel lines or similar oil installations shall be paid the allowance rate specified in Table 2, Schedule A.
- 58.9 Height Money - Employees except riggers when working at a height of 17 metres or more shall be paid the allowance specified in Table 2, Schedule A.
- 58.10 Employees working overtime shall be entitled to a meal allowance, subject to the terms prescribed in this subclause, as prescribed in Table 2, Schedule A. The allowance shall be adjusted in accordance with the New South Wales Crown Employees (Skilled Trades) Award.
- 58.10.1 An Employee is entitled to the meal allowance on each occasion an Employee is entitled to a rest break in accordance with subclause 33.8 Crib time, except in the following circumstances:
- (a) if the Employee is a day worker and was notified no later than the previous day that they would be required to work such overtime.
  - (b) if the Employee is a shift worker and was notified no later than the previous day or previous rostered shift that they would be required to work such overtime.

- (c) if the Employee lives in the same locality as the work location and could reasonably return home for meals.
- 58.10.2 If an Employee has provided a meal or meals on the basis that he or she has been given notice to work overtime and the Employee is not required to work overtime or is required to work less than the amount advised, he or she shall be paid the prescribed meal allowance for the meal or meals which he or she has provided but which are surplus.
- 58.11 Fibreglass Allowance - An Employee required to grind, drill, file or saw processed fibreglass shall be paid the allowance specified in Table 2, Schedule A. All Body Builders will receive the allowance for time worked.
- 58.12 First Aid Allowance - An Employee, who has been trained to render first aid and who is the current holder of an appropriate first aid qualifications such as a certificate from the St John's Ambulance or similar body shall be paid a weekly allowance as set out in Table 2, Schedule A if they are appointed by the Employer to perform first aid duty.
- 58.13 Private Motor Vehicle Allowance - An Employee required to use their own motor vehicle for the Employer's business, or who by agreement with the employer uses their own motor vehicle, shall be paid an allowance for kilometres travelled as specified in Table 2, Schedule A.
- 58.14 Industry Allowance - An Industry Allowance, as set out in Table 2, Schedule A shall be payable to an Employee complying with the Dispute Settlement Procedure as set out per this Award. In the event that such dispute procedure is not complied with, the Industry Allowance may not be payable.
- 58.15 Wet Work - An Employee required to work in any place where their clothing or boots become saturated with water shall be paid an allowances specified in Table 2, Schedule A, provided that this allowance shall not be payable to an Employee who is provided by the Employer with suitable protective clothing and/or footwear and provided further that any Employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift as they are required to work in wet clothing or boots. This clause shall not apply to Employees whose ordinary work is in association with water.
- 58.16 Travelling and working away from usual place of work
- 58.16.1 Any Employee who is required to travel in order to undertake duty at another place more than 4.8 kilometres from their home Depot and further from their home than their home Depot shall be credited with full time at single rate for the difference between the time at which it would be necessary for them to leave their place of residence for the temporary location and the time they would leave for their home Depot to work a shift commencing at the same time and also for the difference between the time at which they can at the earliest arrive at their place of residence on the conclusion of their shift and the time they would arrive there as if they has worked a similar shift at their home Depot.
- 58.16.2 Any Employee who is required to travel in order to undertake duty at another place within 4.8 kilometres of their home Depot shall not be credited with any time for the time occupied in travelling unless they are obliged to report first at their home Depot at which case they shall be credited with full time at the appropriate rate for the time occupied in travelling from their home Depot to the place of duty.
- 58.16.3 All time occupied by an Employee travelling on duty (other than as provided for in 58.16.1 and 58.16.2 hereof) shall be paid for up to a maximum of 12 hours out of every 24. The said 24 hours shall count from time travel first commenced on a particular day.
- 58.16.4 Any Employee who is temporarily transferred from their home Depot to another place of employment because of strike conditions or slackness or traffic shall not be credited with any travelling time.

- 58.16.5 An Employee who acts in a higher grade for more than two hours of any shift and incurs travelling time to work that shift shall be paid for such travelling time at the same rate as is paid to him for the time worked.
- 58.16.6 For the purpose of this clause home Depot shall mean the Depot at which an Employee is attached or place at which the Employee is ordinarily required to commence and finish work.
- 58.17 Living away from home
- 58.17.1 An Employee engaged in work which does not permit return to their home station daily shall, unless temporarily transferred, be reimbursed expenses at the rates prescribed in Table 2, Schedule A.
- 58.17.2 An Employee who reasonably incurs expenses in excess of the amounts prescribed shall be granted, upon application, such additional amount as the Employer approves.
- 58.17.3 Where an Employee is transferred temporarily, other than at own request or by way of punishment, from home station to a place which does not permit the Employee to live at their regular address, shall be paid an allowance prescribed in Table 2, Schedule A whilst remaining in temporary transfer.
- 58.17.4 In cases of journeys where an Employee returns home or to the home station on the same day, shall be paid a meal allowance (ie Breakfast, lunch or dinner allowance) prescribed in Table 2, Schedule A for meals during such journeys, provided that no payments shall be made except where an Employee proceeds to a place more than 32 kilometres distant from the home station in Sydney, or 11 kilometres from the home station in Newcastle, or as part of regular duty at the usual place of work. The mileage herein mentioned shall be occupied by the ordinary means of travel.

## **PART VIII**

### **TRAINING**

#### **59. Training**

- 59.1 The parties acknowledge that successful implementation of this Award relies upon relevant Employee training. State Transit for its part is committed to the provision of training necessary to enable its Employees to be able to take maximum advantage of existing career paths and for them to be able to learn new skills to take on additional activities and responsibilities.
- 59.2 Training associated with the current classification or progression to the next classification level within the career path is to be performed during ordinary hours, with the swapping of shifts to apply where shift work is involved. Where the approved training is not available during ordinary hours, and Employees attend off duty training outside their ordinary hours, Employees are to receive the equivalent time off in lieu, at a time, which will not affect service requirements.
- 59.3 Where Employees are interested in gaining qualifications not directly related to their classification and those qualifications will be beneficial to both the Employee and State Transit, the associated training is to be in accordance with State Transit's Policy on Study Assistance.
- 59.4 A list is to be kept of each classification together with the necessary training and qualifications required to be considered for the position. Classifications are to include those not covered by this Award but form part of the immediate career path for Employees covered by this Award.
- 59.5 A number of courses may include sections that lend themselves to distance learning techniques. Courses determined suitable for distance learning may be undertaken from time to time.



- 59.6 An out of hour's payment at single rates of pay will be paid upon successful completion of distance learning courses. The number of hours required for each course will be determined before any course commences.
- 59.7 The parties are committed within the training process to the implementation of competencies as designated by the Department of Education, Science and Training (or relevant department).
- 59.8 The Employer shall not unreasonably withhold paid Training Leave. This shall not prevent the Employer and Employee(s) agreeing to paid leave for other relevant training.

#### **60. Training Costs**

- 60.1 Any costs associated with standard fees for prescribed courses and prescribed textbooks (excluding those textbooks which are available in the Employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the Employer upon production of evidence of such expenditure, provided that reimbursement may be on an annual basis subject to the presentation of reports of satisfactory progress.
- 60.2 Travel costs incurred by an Employee undertaking training in accordance with this Award which exceed those normally incurred in travelling to and from work shall be reimbursed by the Employer.

#### **61. Learning and Development Committee**

- 61.1 A Learning and Development Committee operates in accordance with this Award. The Committee will not have decision making powers, however, it will participate in an advisory role in the establishment of relative and effective training programs required by Employees covered by this Award.
- 61.2 The objectives of the Learning and Development Committee are:
- 61.2.1 to enable Employee involvement in the training processes.
- 61.2.2 the Learning and Development Committee shall aim to contribute to the development of a highly skilled workforce with a range of skills appropriate to the industry.
- 61.3 The Learning and Development Committee shall be comprised of two depot service managers, a learning and development representative; an engineering repair tradesperson from each stream, one representative from the Newcastle Workshop and an Engineering Repair Assistant representative.
- 61.4 Relevant non-committee members may be invited to attend and address the Committee. This may include but is not limited to Authority representatives and Unions party to this Award.
- 61.5 The committee will be chaired by a nominated manager.
- 61.6 The Employee representatives shall be elected every 12 months in a ballot monitored by the unions respondent to this Award.
- 61.7 The Learning and Development Committee shall meet quarterly or as determined by the committee with minutes distributed to committee members following the meeting.
- 61.8 The Learning and Development Committee will participate in:
- (a) formulating a training program including available training courses and career opportunities.
  - (b) recommending individual Employees for training and reclassification.
  - (c) reviewing assessment and criteria to be applied for new and existing staff.
  - (d) advising management and Employees regarding the ongoing effectiveness of the training.

**62. Training for Relief Leading Hands**

- 62.1 Nominated Relief Leading Hands will have access to on the job training in accordance with State Transit's Procedure for Higher Duties.
- 62.2 Competency based assessment mechanisms shall be developed for each engineering wages classification.
- 62.3 Where applicable, training provided to Employees covered by the Award shall be recognised, accredited and certified to allow completion of the whole task/function (eg Gas Bus Certification).

**PART IX****COMMUNICATION/CONSULTATION****63. Consultative Mechanism and Procedure**

- 63.1 The Employer shall permit a notice board to be erected in the Depot or premises, or each part of a Depot or premises, to facilitate communication between Employees and/or their union representatives.

**64. Communications and Consultation**

- 64.1 Consultation provides participation by the Employer, Employees and their representatives, including Unions party to this Award, in the formulation and implementation of policies, plans and strategies that are likely to affect working conditions.
- 64.2 Consultation is aimed at getting Employees and their representatives, including Unions party to this Award, to suggest or respond to proposals for policy formulation or implementation. It provides an opportunity to present a point or view or state an objection, thereby providing a more informed approach to the decision making process by management.
- 64.3 Pursuant to clause 65 the parties agree to consult over the life of the Award regarding the implementation of initiatives deriving from the Productivity Committee.
- 64.4 Issues or matters in dispute should be dealt with through the Dispute Settlement Procedure of this Award.

**65. Consultative Committee**

- 65.1 A consultative committee shall be established at each garage.
- 65.2 Functions of the Consultative Committees:
- 65.2.1 The Consultative Committee shall operate as a mechanism resulting in democratic Employee involvement for maximising flexibility of the workforce and for ensuring that working patterns and arrangements enhance flexibility and the efficiency of that workplace.
- 65.2.2 The Consultative Committee shall endeavour to promote harmonious Employee relations.
- 65.2.3 The Consultative Committee shall endeavour to create an effective system of communication between the Employer and Employees. Minutes of all consultative committee meetings shall be available to all Employees at that location. Reasonable time shall be allowed in conjunction with local management to enable Employees to be informed of the committee's activities.
- 65.3 Composition of Consultative Committee
- 65.3.1 The Consultative Committee shall be comprised of six permanent members of which:

- (a) two will be representatives of management, at least one shall be of senior management level; and
- (b) four Employee representatives who will be elected every twelve months (one Engineering Repair Tradesperson from each stream, and one Engineering Repair Assistant).

#### 65.4 Meetings

65.4.1 The consultative committee shall meet as required but not less than monthly.

65.4.2 Prior to each meeting each committee member shall by agreement with local management be allowed reasonable time to prepare for meetings.

65.4.3 Committee members may co-opt others to represent them at meetings when required.

65.4.4 The Consultative Committee may invite other personnel and union party to this Award to attend meetings.

#### 65.5 Consultative Procedures

65.5.1 The Consultative Committee will consider the implication of proposed measures to change arrangements.

65.5.2 A peak body consisting of senior management of the Division and full time union officials or their nominees will meet quarterly, (or more frequently as agreed by the parties where issues of major significance need to be discussed), to monitor and review developments and progress towards achieving the aims contained in this Award. It will be the responsibility of each consultative committee to furnish relevant reports to the peak body immediately following discussions at a local level.

65.5.3 The Employer will facilitate the process by providing timely and relevant information to ensure that the consultative committees are in a position to monitor their progress towards achieving joint aims under this Award.

65.5.4 Accordingly, at these meetings operating statistics, customer service, the Division's profile, staff development, financial performance indicators established under this Award will form fixed agenda items to ensure such indicators for each of the Employer's Depots are under constant review by the committee.

65.6 Training - Committee members may attend an approved training course relevant to their role as committee members.

### **66. Productivity Committee**

66.1 A Productivity Committee will oversee the achievement of the objectives of this Award.

66.2 The Productivity Committee will work within a set terms of reference. The terms of reference must be approved by the Employer.

66.3 The terms of reference must include:

- (a) Genuine productivity targets and benchmarks aligned with the objectives of corporate goals and bus reform initiatives.
- (b) Genuine time frames for targets to be achieved.
- (c) Periodic reviews of progress and major reviews.
- (d) Mechanisms to review and implement new initiatives.

- (e) Mechanisms to assist management and Employees in relation to contracting out issues pursuant to clause 22.
  - (f) An internal disputes settlement mechanism.
- 66.4 The Productivity Committee will consist of representatives of the Employer, Combined Unions (who are a party to this Award) and a standing invitation to Union New South Wales.

### **67. Introduction of Change**

- 67.1 Where the 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 Unions.
- 67.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skill required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the need for retraining or transfer of Employees to other work 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.

### **68. Delegates**

- 68.1 For the purposes of:
- (a) ensuring compliance by the Parties with the terms of this Award, and
  - (b) facilitating discussions concerning matters pertaining to the employment relationship between the Employer and Employees covered by this Award, and their representatives,
- an Employee elected or nominated as a delegate by the Employees in the section and/or location in which they are employed, shall, upon notification to local management, be recognised as the accredited representative of the union to which they belong.
- 68.2 An accredited delegate shall be allowed reasonable time during working hours to interview the Employer or its representative on matters affecting Employees whom they represent, or accredited officials of the union to which the delegate belongs.
- 68.3 Subject to the prior approval of the delegate's supervisor, an accredited delegate shall be allowed a reasonable period of time during working hours to interview a duly accredited union official of the union to which he/she belongs.
- 68.4 Delegate Training
- Subject to all other qualifications in this clause, the Employer may grant an elected delegate Leave with pay to attend union courses which are approved by the Employer and which are designed to promote good industrial relations within the Division. Such leave will be granted in accordance with existing policy. Provided that should such leave be granted, it shall be conditional upon the Employer being able to make adequate staffing arrangements amongst current Employees. The Employer will not be required to pay for any expenses (such as travel, accommodation and meals) associated with or incurred by the delegate attending the course.
- 68.5 Amenities
- The Employer will provide facilities that may be reasonably required for the delegate to properly represent their members, such as a telephone, desk and filing cabinet. There will be paid quarterly delegates meetings. A maximum of two delegates from large locations and one delegate from small locations with less than 100 buses can attend quarterly delegates meetings. This is exclusive of office holders of combined maintenance unions.

### **69. Right of Entry of Union Officials**

69.1 For the purposes of:

- (a) ensuring compliance by the Parties with the terms of this Award, and
- (b) facilitating discussions concerning matters pertaining to the employment relationship between the Employer and Employees covered by this Award, and their representatives:
  - (i) any appointed or elected officer of a union party to this Award, will have access to the duly elected or appointed union representative and/or their member/s, on the site during normal working hours, for the purposes of holding discussion, providing those discussions are about matters that pertain to the employment relationship between the Employer and the Employees; and
  - (ii) such visits shall be notified by the officer prior to actually going on to the site and such visits will be made in the presence of an authorised officer of the Employer and comply with all safety requirements and directions while on site. Where necessary, Union Officials will undergo a site induction.

69.2 Any appointed or elected officer of a union party to this Award shall have power to inspect any part of the work where it is suspected or believed a breach of this Award is occurring or has occurred.

69.3 The Employer shall provide the officer with the necessary facilities for the investigation of the breach or suspected breach of this Award. Such investigations shall include access to the wages books or time sheets. The Officer shall minimise interruptions to the work processes.

## **PART X**

### **GENERAL**

#### **70. Drugs and Alcohol**

70.1 The parties, being committed to the highest standards of safety in the operation of the Public Transport System, are specifically committed to ensuring that staff do not work while their effective functioning is impaired.

70.2 The parties recognise the importance of, and accept the need for, monitoring and detection of impairment by alcohol and drugs.

#### **71. Renegotiation**

71.1 It is agreed between the parties to commence negotiation of the next industrial instrument no later than six (6) months prior to the expiry of this Award.

#### **72. Dispute Settlement Procedure**

72.1 When the parties to this Award are in dispute over any issue that directly affects the interest of any of the parties, the dispute will be dealt with in accordance with this clause.

72.2 Step 1

In the first instance, any claim, dispute or matter (the Dispute) which is local in nature, and which will not impact on other locations, will be settled at the workplace between the Employee and or their representative or Union and the local Manager (that is, the Employee's immediate Manger). Where practical, a genuine attempt to resolve the Dispute should be made within 24 hours of the dispute being raised.

### 72.3 Step 2

If the Dispute cannot be resolved as provided for in Step 1 the Employee and or their representative or local delegate is to present the Depot/Unit Manger with a notice of dispute outlining the specific nature of the dispute. The Depot/Unit Manager will discuss the Dispute with the Employee and or their representative, and local union delegate as soon as practicable.

### 72.4 Step 3

If the Dispute is not resolved as provided for in Step 2 (or if the subject matter of the Dispute is not local in nature), the Dispute should be referred to the appropriate General Manger, and may also be referred by the Employee or their representative or local union delegate to a Union Official, who must attempt to resolve the dispute.

### 72.5 Disputes, which are not Local in Nature

Where a dispute is not local in nature, involves the interpretation of a Policy of the Employer or an industrial instrument, the parties to the Dispute may agree to bypass Steps 1 through 3 and instead refer the matter directly to the Manager, Employee Relations for resolution, in conjunction with the relevant Manager/s or General Manager/s.

### 72.6 Step 4

If, following action under Steps 1 through 3 (Disputes Not Local in Nature subclause) a dispute remains unresolved, the Employee, their representative or a Union, or the Manager Employee Relations, may refer the matter to the General Manger, Human Resources (or, at the discretion of the General Manger, Human Resources, the Chief Executive) for a further attempt at resolution between the parties.

### 72.7 Step 5

If, following action under Steps 1 to 4, the Dispute remains unresolved, a party to the Dispute may refer the Dispute to Unions NSW (advice to be provided to other party/ies) following which a 72 hour cooling off period (exclusive of weekends and public holidays) will apply, to enable Unions NSW to assist in the resolution of the Dispute.

### 72.8 Step 6 - Referral to the IRC

If, following action under Steps 1 to 5, the dispute remains unresolved, any party to the Dispute may refer the dispute to the Industrial Relations Commission for conciliation and if necessary, arbitration.

72.9 The parties recognise that disputes can differ widely in nature, and can thus take different lengths of time to resolve, but the parties also agree that disputes should be resolved as quickly as is possible; that, subject to any contrary agreement between State Transit and the Employee or Union involved, any individual step in the process should as a general rule take no more than five working days to complete; and that in the case of each step attempts should be made to hold discussions within two working days of commencing the step.

72.10 Any Dispute that is still unresolved after having been progressed in accordance with the steps in this clause and is not further referred to by State Transit, the Employee, or a union party to this Award for a period of twenty-eight working days after the last step, it will be deemed to be no longer a matter in dispute.

72.11 Nothing in this clause prevents the making of an agreement to refer a Dispute to a step other than the one next in sequence, in order to accelerate resolution or for some other reason; or the reference of a dispute to the relevant industrial tribunal for urgent resolution.

72.12 While a Dispute is being dealt with under one of the preceding paragraphs in this subclause work must continue without disruption and work practices, which existed prior to the Dispute, shall apply, except where they involve the application of provisions of this Award.

72.13 The parties acknowledge that, where a Dispute involves a matter where genuine, serious and immediate risk is posed to the health or safety of any person, it may not be practical to follow the procedures in this clause in attempting to resolve the dispute; and that an urgent reference to the relevant Industrial Tribunal may be required.

### 73. No Extra Claims

73.1 It is a term of this Award that parties to this Award will not pursue any extra claims, Award or over Award, for the life of this Award.

## PART B

### SCHEDULE A

#### WAGES AND ALLOWANCE TABLES

**TABLE 1 WAGES**

Weekly Rates for Engineering Leading Hand (L/H)

Classification	1 January 2009 3.75% \$	1 January 2010 3.75% \$	1 January 2011 3.75% \$
L/H Step 1	1083.70	1124.30	1166.50
L/H Step 2	1114.80	1156.60	1200.00
L/H Step 3	1146.20	1189.20	1233.80

Weekly Rates for Engineering Repair Tradesperson (ERT)

Classification	1 January 2009 3.75% \$	1 January 2010 3.75% \$	1 January 2011 3.75% \$
ERT Level 4	1024.60	1063.00	1102.90
ERT Level 3	973.80	1010.30	1048.20
ERT Level 2	926.40	961.10	997.10
ERT Level 1	881.60	914.70	949.00

Weekly Rates for Storeperson

Classification	1 January 2009 3.75% \$	1 January 2010 3.75% \$	1 January 2011 3.75% \$
Level 2	869.00	901.60	935.40
Level 1	815.50	846.10	877.80

Weekly Rates for Engineering Repair Assistants (ERA)

Classification	1 January 2009 3.75% \$	1 January 2010 3.75% \$	1 January 2011 3.75% \$
ERA Level 4	815.50	846.10	877.80
ERA Level 3	771.20	800.10	830.10
ERA Level 2	749.30	777.40	806.60
ERA Level 1	705.40	731.90	759.30

## Weekly Rates for Apprentices

Classification	1 January 2009 \$	1 January 2010 \$	1 January 2011 \$
4th Year (88%)	775.80	804.90	835.10
3rd Year (75%)	661.20	686.00	711.80
2nd Year (60%)	529.00	548.80	569.40
1st Year (50%)	440.80	457.40	474.50

plus the relevant proportionate Industry Allowance.

Table 2 - Allowances

Allowances	1 January 2009	1 January 2010	1 January 2011								
Wet Work	0.53 c p.h.	0.55 c p.h.	0.57 c p.h.								
Confined Spaces	0.65 c p.h.	0.67 c p.h.	0.70 c p.h.								
Height Money	0.34 c p.h.	0.35 c p.h.	0.36 c p.h.								
Asbestos	0.68 c p.h.	0.71 c p.h.	0.74 c p.h.								
Fibreglass	0.23 c p.h.	0.24 c p.h.	0.25 c p.h.								
Chokages	6.76 p.d.	7.01 p.d.	7.27 p.d.								
Supervisor Certificate - Electrician	35.30 p.w.	36.60 p.w.	38.00 p.w.								
Registration Certificate - Electrician	19.20 p.w.	19.90 p.w.	20.60 p.w.								
Plumbers Registration	0.68 c p.h.	0.71 c p.h.	0.74 c p.h.								
Private Motor Vehicle	<p>Rate prescribed by Premier's and as published in STA policies when an Employee is required to use their own vehicle. Premier's rate as at 1 July 2009 are currently:</p> <table> <thead> <tr> <th>Engine Capacity</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td>2601 cc and over</td> <td>70.0 cents per km</td> </tr> <tr> <td>1601 cc to 2600cc</td> <td>69.0 cents per km</td> </tr> <tr> <td>1600cc or less</td> <td>58.0</td> </tr> </tbody> </table> <p>Casual rates</p> <p>Where an Employee uses their own vehicle with the prior consent of the Employer, in lieu of an STA funded resource e.g. public transport, taxi voucher or vehicle, the Employee shall be paid 40% of the official business rate prescribed above.</p>			Engine Capacity	Rate	2601 cc and over	70.0 cents per km	1601 cc to 2600cc	69.0 cents per km	1600cc or less	58.0
Engine Capacity	Rate										
2601 cc and over	70.0 cents per km										
1601 cc to 2600cc	69.0 cents per km										
1600cc or less	58.0										
Asbestos Eradication	1.82 p.h.	1.89 p.h.	1.96 p.h.								
First Aid	13.60 p.w.	14.10 p.w.	14.60 p.w.								
Industry Allowance (non Apprenticed full time adult employees)	39.90 p.w.	41.40 p.w.	43.00 p.w.								



Living Away From Home Allowance/ Meal Allowance for One Day Journeys where refreshments and accommodation are not provided	Allowances prescribed by Premier's and as published in STA policies shall be payable with respect to overnight travel allowance (as at 1 July 2008, rate for Sydney is \$284.30 and Newcastle \$217.80) and meal allowances for one day journeys which as at 1 July 2008 range from \$18.85 - \$40.65.
The overtime meal allowances is currently \$11.30 for the first meal and \$9.50 for each subsequent meal, and will be adjusted from time to time in accordance with the Crown Employees (Skilled Trades) Award.	

J. P. GRAYSON *D.P.*

---

Printed by the authority of the Industrial Registrar.

**STRAPPERS AND STABLE HANDS (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete subclause (b) of clause 4, Rates of Pay of the award published 9 November 2001 (329 I.G. 366) and insert in lieu thereof the following:
  - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increase since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Rates of Pay and Table 2 - Other Rates and Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

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

Level	Current Amount \$	SWC 2009 Adjustment \$	SWC 2009 Amount (inc. minimum rates adjustment) \$
(1) Stablehand			
(a) with less than one year's previous experience	552.70	15.48	568.20
(b) with one year's previous experience	552.70	15.48	568.20
(c) with two year's previous experience	552.70	15.48	568.20
(d) with five year's previous experience	552.70	15.48	568.20
(2) Stablehand Rider	635.40	17.79	653.20

**Table 2 - Other Rates and Allowances**

Item No	Clause No	Brief Description	Current Amount \$	SWC 2009 Amount \$
1	7(i)	Racecourse within 75 kilometres	28.40	29.20
2	7(ii)	For each 50 Kilometres beyond 75 kilometres or part thereof	6.65	6.85
3	10(iii)	Overtime (meal allowance) per meal	9.75	10.30
4	14	Full Board and Lodging with cook supplied	57.50	59.10
5	14	Full Board and Lodging without cook supplied	20.20	20.75
6	22(i)(b)	Meal allowance whilst at racecourse per meal	9.75	10.30
7	24(iv)	Riding boots and skullcaps per week	1.90	2.00

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

3. This variation shall take effect from the first full pay period to commence on or after 15 July 2010.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

## TEACHERS (NON-GOVERNMENT EARLY CHILDHOOD SERVICE CENTRES OTHER THAN PRE-SCHOOLS) (STATE) AWARD 2009

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(Nos. IRC 2349 of 2008 and 1188 of 2009)

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

24 November 2009

### AWARD

#### Arrangement

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

#### PART A

- |     |  |
|-----|--|
| 1.  | Definitions  |
| 2.  | Salaries   |
| 3.  | Shift and Penalty Loadings                                     |
| 4.  | Director's and Authorised Supervisor's Allowance               |
| 5.  | Annual Leave and Public Holidays                               |
| 6.  | Annual Holiday Loading   |
| 7.  | Personal Leave   |
| 8.  | Hours of Work  |
| 9.  | Overtime and Time In Lieu                                      |
| 10. | Miscellaneous  |
| 11. | Other Leave  |
| 12. | Union Representatives  |
| 13. | Terms of Engagement and Information to be Provided to Teachers |
| 14. | Procedure for Dealing with Job Performance Problems            |
| 15. | Disputes and Grievance Procedures                              |
| 16. | Anti-Discrimination  |
| 17. | Savings Clause and Leave Reserved                              |
| 18. | Superannuation   |
| 19. | Enterprise Consultation  |
| 20. | Labour Flexibility   |
| 21. | Area, Incidence and Duration                                   |

#### PART B

#### MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Director's Allowances

Table 3 - Other Rates and Allowances

Table 4 - Authorised Supervisor's Allowance (Clause 4.2(i))

Table 5 - Authorised Supervisor's Allowance (Clause 4.2(ii))

## PART C

## REDUNDANCY

ATTACHMENT A  
ATTACHMENT B**PART A****1. Definitions**

For the purposes of this award, except for subclause (c) or (x) of this clause and clause 4, Director's and Authorised Supervisor's Allowance, all reference to teachers in this award shall include Director or Authorised Supervisor, and:

- (a) "Teacher" means any person employed as such in an ECS Centre as defined in subclause (d) of this clause, holding Early Childhood qualifications as defined in subclauses (p), (q), (r) and (s) of this clause.
  - (i) "Full-time Teacher" means any teacher other than a casual, temporary, or part-time teacher.
  - (ii) "Part-time Teacher" means any teacher who is engaged to work regularly and not more than 0.8 of the normal hours which a full-time teacher at the Centre is required to work provided that a part-time teacher may work up to 0.9 of the normal hours of a full-time teacher if he or she is entitled to a preparation session equivalent to 0.1 of a teachers normal hours. Provided further that a part-time teacher employed as at 31 January 1990 shall not be required by that employer to work in excess of 0.8 of the normal hours of a full-time teacher.
  - (iii) "Temporary Teacher" means a teacher employed to work full-time or part-time for a specified period which is not more than a full Centre year but not less than 20 days. Provided that a teacher may be employed for a specific period in excess of a full year but not more than two full years where such a teacher is replacing a teacher who is on leave for a specified period in excess of a full year.
  - (iv) "Casual Teacher" means a teacher engaged as required by an employer for up to 20 working days in any one period of employment. Provided that the period may be extended as required by the employer if the employer has been notified that the permanent teacher will be absent beyond the 20 day period.
- (b) "Centre Year" means the number of weeks for which a particular ECS Centre is open over the course of a calendar year.
- (c) "Director" means the teacher who is responsible for the day to day operation and management of the Early Childhood Services Centre as defined in subclause (d) of this clause, holding Early Childhood qualifications as defined in subclauses (p), (q), (r) and (s) of this clause.
- (d) "Early Childhood Services (ECS) Centre" means an establishment which provides child care and/or educational development programmes and/or services for children under school age and shall include early intervention services, long day care centres and multi-purpose centres. It shall not include a Recognised School or Pre-School. For the purposes of this clause:
  - (i) "Early Intervention Service" means a service which provides individual programmes for developmentally delayed or disabled children, or children at risk of being developmentally delayed or disabled, aged 0-6 years, aimed at providing assistance to the child and his or her family in the areas of physical, emotional, social and educational needs;
  - (ii) "Long Day Care Centre" means a child care establishment which usually provides services over a period of approximately eight hours or more each day for approximately 48 weeks or more during the year;

- (iii) "Multi-Purpose Centre" means a child care establishment which usually provides the services of a long day care centre, together with the services of a full day care centre and/or a sessional care centre.
- (e) "Pre-School" means a kindergarten, day school or nursery school and shall include:
  - (i) "A Full Day Care Centre" which means a child care establishment which does not operate on a sessional basis, but which operates during hours and terms which approximate those of a recognised school.
  - (ii) "A Sessional Care Centre" which means a child care establishment which operates on the basis of morning and/or afternoon sessions and which operates during hours and terms which approximate those of a recognised school.
- (f) "Unit" means a group or class of children which does not at any one time exceed 25 children, but which need not necessarily consist of the same children at all times.
- (g) "Shift" means a daily period of work in an ECS Centre and shall be either:
  - (i) "afternoon shift" which means any shift finishing after 6.30 pm and at or before midnight; or
  - (ii) "night shift" which means any shift finishing subsequent to midnight and at or before 8.00 am or any shift commencing at or after midnight and before 5.00 am; or
  - (iii) "early morning shift" which means any shift commencing at or after 5.00 am and before 6.30 am; or
  - (iv) "night shift, non-rotating" which shall mean any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the teacher at least one third of his or her working time off night shift in each roster cycle; or
  - (v) "Saturday shift" which means any shift worked on Saturday.
- (h) "Infants Department" means Kindergarten, Grades 1 and 2 in a recognised school.
- (i) "Recognised School" means a school registered under the provisions of the Education Act 1990.
- (j) "Teacher Training Institution" means an Australian College of Advanced Education, Australian Teachers College or Australian Institute of Education recognised by the Tertiary Education Commission or its replacement.
- (k) "University" means an Australian University
- (l) "Graduate" means a teacher who holds specialist B. Ed (Early Childhood) from a Recognised University or Recognised Teacher Training Institution.
- (m) "Equivalent Qualifications or Equivalent Course" means a qualification or course as the case may be which the employer and the teacher agree as being equivalent to the qualification or course prescribed by the clause in question in this award, or which the Conciliation Committee determines as being so equivalent.
- (n) "Two Years Trained Teacher" means:
  - (i) A teacher who has satisfactorily completed a two year full-time course of study in Early Childhood Education at a Recognised Teacher Training Institution; or
  - (ii) A teacher who was employed as a Two Years Trained Teacher as at 1 February 1991; or
  - (iii) A teacher who has acquired other equivalent qualifications.

- (o) "Three Years Trained Teacher" means:
- (i) A teacher who has satisfactorily completed a Three Years full-time course of study in Early Childhood Education at a Recognised Teacher Training Institution; or
  - (ii) A teacher who, in addition to satisfying the requirements for classification as a Two Years Trained Teacher, has satisfactorily completed a course of study in Early Childhood Education at Category UG2 level; or
  - (iii) A teacher who was employed as a Three Years Trained Teacher as at 22 April 1986; or
  - (iv) A teacher who has acquired other equivalent qualifications; or
  - (v) A three year Primary School trained teacher who has been recognised as equivalent by the New South Wales Department of Community Services.
- (p) "Four Years Trained Teacher" means:
- (i) A teacher who is a graduate holding B. Ed (Early Childhood) (four years full-time course); or
  - (ii) A teacher who is a graduate and who holds a Diploma in Early Childhood Education from a recognised University or Recognised Teacher Training Institution; or
  - (iii) A teacher who has, in addition to satisfying the requirements for classification as a Three Years Trained Teacher, satisfactorily completed a course of study in Early Childhood Education at Category PGI Level; or
  - (iv) A teacher who was employed as a Four Years Trained Teacher as at 22 April, 1986; or
  - (v) A teacher who has acquired other equivalent qualifications; or
  - (vi) A four year Primary School trained teacher who has been recognised as equivalent by the New South Wales Department of Community Services.
- (q) "All Other Teachers" means a teacher whose qualifications and experience in Early Childhood Education do not qualify that teacher for classification as a Two Years, Three Years or Four Years Trained Teacher.
- (r) "Multi-Purpose Centre" means an establishment which provides child care and educational development programs and services for children and may include services of an Early Childhood Service Centre together with the services of a Pre-School, occasional care, outside of school care or vacation care.
- (s) "Occasional Care" means services that provide short-term care to parents.
- (t) "Outside School Care" means services that provide care for school age children before and after normal school hours.
- (u) "Vacation Care" means services that provide care for school aged children during non-term time.
- (v) "Authorised Supervisor" means a teacher who is appointed as Authorised Supervisor under the *Children and Young Person (Care and Protection) Act 1988* or its replacement, that is, as the person who is authorised under the Act to have the overall supervision of the provision of the child care service to which it relates and who is not appointed as a Director.

## 2. Salaries

2.1 The minimum fortnightly salary payable to full-time teachers shall, subject to the other provisions of this award, be calculated by dividing the per annum rates as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates, by 26.07.

(a) All Other Teachers

A person who is classified as a teacher on this scale shall complete three years of service on Step 1 of the scale before progressing to Step 2 of the scale, and shall progress according to normal years of service thereafter.

(b) Two Years Trained Teachers

(i) A Two Years Trained Teacher shall commence on Step 1 of the scale and progress according to normal years of service to Step 8 of the scale. A Two Years Trained Teacher who, without satisfying additional academic requirements, completes three years of service on the rate prescribed for Step 8 of the scale shall progress to Step 9 of the scale.

(ii) A Two Years Trained Teacher who, by further study satisfactorily completes the equivalent of one third of a degree course in Early Childhood Studies, shall be paid an additional increment with retention of normal incremental date and shall thereafter progress in accordance with normal years of service to Step 9 of the scale.

(c) Three Years Trained Teachers

(i) A Three Years Trained Teacher shall commence on Step 1 of the scale and progress according to normal years of service to Step 11 of the scale.

(ii) A Three Years Trained Teacher who, as at 1 February 1991, has completed eight or more years of full-time service, or its part-time equivalent, shall progress to Step 9 of the scale with retention of normal incremental date, and shall thereafter progress according to normal years of service to Step 11 of the scale.

(iii) A Three Years Trained Teacher being paid on Steps 1 to 10 of the scale who, by further study satisfactorily completes the equivalent of one third of degree course, shall receive a salary advance of one increment with retention of incremental date and shall thereafter progress in accordance with normal years of service to Step 11 of the scale.

(d) Four Years Trained Teachers

(i) A Four Years Trained Teacher shall commence on Step 1 of the scale and progress according to normal years of service to Step 9 of the scale.

(ii) A Four Years Trained Teacher who, as at 1 February 1991, has completed eight or more years of full-time service, or its part-time equivalent, shall progress to Step 9 of the scale with retention of normal incremental date.

2.2 Part-Time and Temporary Teachers

(a) A part-time teacher, including a temporary part-time teacher, shall be paid at the same rate as a full-time teacher with the corresponding classification, but in that proportion which the teachers normal working hours bear to the hours which a full-time teacher at that ECS Centre is normally required to work. For the purpose of this calculation, the normal working hours of a full-time teacher shall be not greater than 38 hours per week (see clause 8, Hours of Work).

(b) The days of attendance and normal hours of work of a part-time teacher may be varied at the commencement of each calendar year or by giving four weeks' notice during the year. Provided that the days of attendance and the normal hours of work may be varied or increased at any time



by mutual agreement between the employer and the teacher. Such agreement will not be unreasonably withheld by either party.

- (c) A temporary full-time teacher shall be paid at the same rate as that prescribed for a full-time teacher with the corresponding classification.

### 2.3 Casual Teachers

The salary payable to a casual teacher shall be a daily, half daily, or quarter daily rate, plus 20% of such rate, which shall be calculated as follows:

- (a) The appropriate rate prescribed by subclause 2.1 of this clause, in accordance with years of full-time service, shall be divided by 26.07 to provide a fortnightly rate, provided that the maximum rate shall be as follows:

All Other Teachers	Third Step
Two Years Trained	Fourth Step
Three Years Trained	Fourth Step
Four Years Trained	Fourth Step

- (b) The fortnightly rate thus obtained shall then be divided by:

- (i) 10, to obtain a daily rate of pay; or  
(ii) 20, to obtain a half daily rate of pay; or  
(iii) 40, to obtain a quarter daily rate of pay.

and the amount thus obtained shall then be increased by 20% of such amount.

- (c) The amount obtained by the operation of paragraphs (a) and (b) of this subclause is exclusive of the pro rata payment to which the teacher is entitled under the *Annual Holidays Act, 1944*.

### 2.4 Travelling Expenses

- (a) Where a teacher is required to use his or her vehicle in connection with the teachers employment other than for journeys between home and the place of employment, the teacher shall be paid an allowance per kilometre of travel, as set out in Item 1 of Table 3 - Other Rates and Allowances of Part B, Monetary Rates.
- (b) Travelling and other out of pocket expenses reasonably incurred by a teacher in the course of duties required by the employer shall be reimbursed by the employer.

### 2.5 Calculation of Service

- (a) For the purpose of this clause, any teacher if required by the employer so to do, shall upon engagement establish to the satisfaction of the employer, the length of his or her teaching service in any Pre-school, ECS Centre, Multi-Purpose Centre or in early childhood education services for children up to eight years of age, or in the Infants Department of Schools registered or certified under the appropriate legislation in other States or Territories of the Commonwealth of Australia, and that period so established shall be taken to be the length of such service for the purpose of that employment.
- (b) For the purpose of this clause, a period of service other than service within paragraph (a), shall be counted as service in accordance with the following principles:
- (i) A period of service as a lecturer in early childhood education or child development, as a child development officer, or as a Family Day Care Co-ordinator or equivalent shall be recognised as service.

- (ii) A period of service as a carer in the child care industry, including service as a Family Day Care carer (as recognised under State Government Regulations), a Child Care Certificate worker or equivalent shall be recognised as service at the rate of one increment for each complete three years so engaged to a maximum of four increments.
- (c) For the purpose of calculating service:
  - (i) Any employment as a full-time employee (including employment as a temporary full-time employee) as referred to in paragraphs (a) and (b) of this subclause shall be counted as service.
  - (ii) The amount of service of a part-time teacher (including a temporary part-time teacher) shall be calculated by reference to the ratio which the number of hours taught by the teacher in any year bears to the normal number of days worked by a full-time teacher at that ECS Centre in the same year, PROVIDED that a period of part-time service in terms of paragraph (b) of this subclause shall count as service in the proportion that the part-time employment bore to full-time employment in that occupation.
  - (iii) The amount of service of a casual teacher shall be calculated by reference to the ratio which the number of days (or equivalent) worked by the teacher in any year bears to the normal number of days worked by a full-time teacher at that ECS Centre in the same year, provided that only casual service performed in the preceding four years shall be included in determining incremental progression.
  - (iv) Provided also that the salary incremental date of any teacher who has taken leave without pay may be altered by adding the period of such leave without pay to the salary incremental date applicable to that teacher prior to the leave without pay.

## 2.6 Re-Classification

The transfer to a higher salary scale of a teacher who has completed a course of training which makes the teacher eligible to be so transferred and the progression of such teacher through the salary steps on that higher salary scale shall be effected as follows:-

- (a) A teacher seeking such transfer shall make application in writing to the employer and shall attach to such application documentary evidence establishing that he or she has had or will have conferred on him or her the diploma, degree or equivalent recognition of the completion of the course of training which makes him or her eligible to be so transferred.
- (b) Where an application is made under paragraph (a) above which establishes that a teacher is eligible to be transferred to a higher salary scale, such transfer shall take effect:
  - (i) From the beginning of the first pay period to commence on or after the date of completion of formal course requirements. Provided that the application for transfer is received by the employer no later than four months after the conferral of the diploma, degree or equivalent recognition of the completion of such course of training; or
  - (ii) Where the application for transfer is not received by the employer within the time specified in subparagraph (i) of this paragraph, from the beginning of the first pay period to commence on or after the date on which the employer receives such application.
- (c) A teacher who has completed a course of training entitling the teacher to transfer to a higher salary scale pursuant to this subclause shall, for the purpose of advancing through the steps on the higher salary scale to which the teacher has been so transferred, retain the teacher's normal salary incremental date.

Provided that if the transfer of the teacher to the higher salary scale coincides with the teachers normal salary incremental date, the increment shall be applied prior to the teacher being transferred to the higher salary scale.

- (d) A teacher shall be transferred to the higher salary scale on the following basis:
- (i) A Two, Three or Four Years Trained Teacher shall be transferred to the salary step on the higher salary scale which shall be determined by the teachers years of service on the lower scale.
  - (ii) A teacher classified on the All Other Teachers scale shall be transferred to the salary step on the new salary scale which shall be determined as follows:
    - (1) A teacher classified on the 1st or 2nd incremental step on the old scale shall be transferred to the 1st step on the new scale.
    - (2) A teacher classified on the 3rd or 4th incremental step on the old scale shall be transferred to the 2nd step on the new scale.
    - (3) A teacher classified on the 5th incremental step on the old scale shall be transferred to the 3rd step on the new scale.
- (e) The transfer to a higher salary scale of a teacher who has acquired a qualification (other than the completion of a course of training) which makes the teacher eligible to be so transferred, and the progression of such teacher through the steps on that higher salary scale shall be effected in accordance with the provisions of paragraphs (a), (b), (c) and (d) of this subclause.

## 2.7 Payment of Any Monies

- (a) The salary payable to any teacher pursuant to this clause, shall be payable fortnightly or half monthly by either cash, cheque or Electronic Funds Transfer into an account nominated by the teacher. Casual teachers may, by mutual agreement, be paid in the same manner as full-time teachers.
- (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2001. These adjustments may be offset against:
  - (i) any equivalent over-award payments; and/or
  - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
- (c) For the purposes of implementation of increases from a State Wage Case, a half-monthly pay period shall be deemed to commence on the first date occurring after the operative date of any increase in salaries given under the State Wage Case decision, calculated by fortnightly periods commencing on the 31 January, 1977.
- (d) Where the pay day for a half-monthly pay period falls on a Saturday, Sunday or public holiday, salaries shall be paid on the day not being a Saturday, Sunday or public holiday immediately preceding the said pay day.

## 2.8 Overpayments

Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the teacher, the relevant parties shall seek agreement on the matter of the overpayment including, when necessary and appropriate, discussion between the New South Wales Independent Education Union and relevant employer representatives.

## 2.9 Salary Packaging

- (a) Where agreed between the employer and a full-time or part-time employee, an employer may offer salary packaging in respect of the employees annual remuneration including allowances.

Neither the employer nor the employee may be compelled to enter into a salary packaging agreement.

- (b) Salary packaging shall mean that the employee will have part of their annual remuneration including allowances packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.
- (c) The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this award and shall be subject to the following provisions:
- (i) the employer shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
  - (ii) where there is an agreement to salary package, the agreement shall be in writing and made available to the employee;
  - (iii) the employee shall have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the employee shall be provided with a printout of the relevant information, or if maintained manually, on request;
  - (iv) the employer has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of changes to the operation of legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
  - (v) prior to entering into any salary packaging agreements, the employee will be given the opportunity by the employer to seek independent advice in respect of salary package arrangements including advice from the union;
  - (vi) in the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to whichever is the higher of:
    - (1) the ordinary time rate of pay that applied to the employee prior to the commencement of the salary packaging agreement; or
    - (2) the applicable rate specified in Table 1, Rates of Pay of this Award.
  - (vii) notwithstanding any of the above arrangements, the employer or employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party;
  - (viii) Superannuation Guarantee Contributions will be calculated with reference to the annual remuneration including allowances the employee would have been entitled to receive but for the salary packaging arrangement;
  - (ix) Any payment including any allowances, penalty rates, overtime, payment for unused leave entitlements shall be calculated by reference to the annual remuneration including allowances which would have applied to the employee but for the salary packaging arrangement and payable during employment or on termination of employment or on death;
  - (x) unless there is agreement between the employer and the employee to the contrary, all salary packaging arrangements shall cease during any period of leave without pay, including periods of unpaid sick leave.

### **3. Shift and Penalty Loadings**

3.1 For the purposes of calculating only the loadings provided for in this subclause:

- (a) a weekly rate of pay shall be obtained by dividing the teacher's annual salary, including all applicable allowances, by 52.14;
- (b) a daily rate of pay shall be obtained by dividing the weekly rate as provided for in paragraph (a) of this subclause, by 5.

Provided that the rate of pay for a casual teacher shall be first calculated according to subclause 2.3 of clause 2, Salaries.

- 3.2 In addition to the annual rate of salary and applicable allowances provided for in this award, a loading shall be payable to teachers required to perform shift work which is in accordance with the following rates:

(a)	early morning shift	10%,
(b)	afternoon shift	15%,
(c)	night shift, rotating with day or afternoon shift	17.5%,
(d)	night shift, non-rotating	30%,
(e)	Saturday	25%

of the weekly or daily rate of pay.

- 3.3 Notwithstanding subclause 3.2, an employer may reach agreement with a teacher to allow for flexible work arrangements which could have the effect that shift loadings will not be payable for shifts commencing at or after 5.00 am and before 6.30 am or later and ending no later than 8.00 pm. Any such agreement shall be made in accordance with Attachment B of this award, a copy of which shall be kept with the pay records.

The parties to the award agree to review the operation of this subclause six months after the making of this award.

- 3.4 A teacher may be required to attend for work on Saturdays in accordance with the following provisions:
- (a) a teacher shall be employed for a minimum of three hours;
  - (b) no teacher employed by an employer as at the date of making of this award shall be required to work on Saturday although he or she may be invited to work;
  - (c) a teacher employed by an employer after the date of making of this award who is required to work on Saturday shall be advised in writing prior to appointment of such requirement and of the regular days of work which shall be worked by such teacher.

#### **4. Director's and Authorised Supervisor's Allowance**

##### 4.1 Director's Allowance

- (a) A full-time teacher who is appointed as a Director as defined in clause 1, Definitions, shall be paid, in addition to the amounts payable pursuant to clause 2, Salaries, on a fortnightly basis, an allowance for a Director calculated by dividing the per annum rates set out in Table 2 - Directors' Allowance, of Part B, Monetary Rates, by 26.07.
- (b) A part-time teacher who is appointed as a Director as defined in Clause 1, Definitions of this award, shall be paid, in addition to the amounts payable pursuant to clause 2, Salaries of this award, an allowance in accordance with Table 2 - Director's Allowance, a proportionate basis to the hours they work.

- (c) Any teacher required by the employer to act as Director for at least ten consecutive working days shall be paid for so doing at the rate prescribed for that position.

Provided that a teacher shall not be required to carry out such duties in an acting capacity for more than a full year except that a teacher may be required to carry out such duties for up to two full years where such a teacher is replacing a Director who is on leave for a specified period in excess of a full year.

#### 4.2 Authorised Supervisor's Allowance

- (a) A full time teacher who is an Authorised Supervisor as defined in clause 2 shall be paid an allowance as set out below and shall be advised by the employer on appointment which allowance is to apply:
- (i) Where the licensee is involved in the operation of the service for an average of 20 hours or more per week or an average of 80 hours or more in a four week period and a Director is not employed, the Authorised Supervisor shall be paid, in addition to the amounts payable pursuant to clause 2, Salaries on a fortnightly basis an allowance by dividing the per annum rates set out in Table 4 - Authorised Supervisor's Allowance of Part B, Monetary Rates, by 26.07.
- (ii) Where the licensee is involved in the operation of the service for an average of less than 20 hours per week or an average of less than 80 hours over a four week period and a Director is not employed, the Authorised Supervisor shall be paid, in addition to the amounts payable pursuant to clause 2, Salaries on a fortnightly basis an allowance by dividing the per annum rates set out in Table 5 - Authorised Supervisors Allowance of Part B, Monetary Rates, by 26.07.
- (iii) Where a Director is employed and is not the Authorised Supervisor, the Authorised Supervisor shall be paid in addition to the amounts payable pursuant to clause 2, Salaries on a fortnightly basis an allowance calculated by dividing the per annum rates set out in the applicable Table 4 - Authorised Supervisors Allowance.

Provided that a teacher appointed as an Authorised Supervisor who is not in receipt of the Directors Allowance, shall not be responsible for the day to day operation and management of the Early Childhood Services Centre.

- (b) Where a licensee proposes to change his/her hours of attendance which would result in a change in the entitlement of the allowance set out in Table 4 or 5 Authorised Supervisor's Allowance of Part B, Monetary Rates four weeks written notice will be given.
- (c) A part-time teacher who is appointed as an Authorised Supervisor, as defined in Clause 1, Definitions of this award, shall be paid, in addition to the amounts payable pursuant to clause 2, Salaries of this award, an allowance in accordance with Table 4 or 5 - Authorised Supervisor's Allowance on a proportionate basis to the hours they work.
- (d) Any teacher required by the employer to acts as Authorised Supervisor for at least ten consecutive working days shall be paid for so doing at the rate prescribed for that position.

Provided that a teacher shall not be required to carry out such duties in an acting capacity for more than a full year except that a teacher may be required to carry out such duties for up to two full years where such a teacher is replacing a Authorised Supervisor who is on leave for a specified period in excess of a full year.

- (e) It is not intended that Directors shall be displaced by the appointment of an Authorised Supervisor as a result of the operation of this clause.

## 5. Annual Leave and Public Holidays

### 5.1 Annual Leave

- (a) A teacher, on completion of 12 months' continuous service, shall be entitled to a minimum of four weeks leave of absence on full pay.
- (b) See *Annual Holidays Act 1944*.

### 5.2 Public Holidays

- (a) The following days shall be holidays for the purposes of the award: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day. All days proclaimed as public holidays for the State shall be holidays, provided that any day proclaimed as a holiday for the State for a special purpose but observed throughout the State on different days also shall be a holiday.
- (b) Where a teacher is required to work on a holiday he or she shall be paid in addition to the teacher's ordinary rate of pay at the rate of one and a half times for the time so worked.

## 6. Annual Holiday Loading

- 6.1 Subject to subclause 6.6 hereof, where a teacher other than a casual teacher, is given and takes his or her annual holiday each year he or she shall be paid an annual holiday loading calculated in accordance with this clause.
- 6.2 The loading shall be payable in addition to the pay payable to the teacher for the period of the annual holiday.
- 6.3 The loading shall be calculated in relation to such period of a teacher's annual holiday as is equal to the period of annual holiday to which the teacher is entitled for the time being under the *Annual Holidays Act 1944* at the end of each year of the teacher's employment.
- 6.4 The loading shall be the amount payable for the period specified in subclause 6.3 of this clause at the rate of 17.5% of the weekly equivalent of the teacher's annual salary.
- 6.5 For the purpose of this clause, "salary" shall mean the salary payable to the teacher at the first day of the month in which the loading is payable together with, where applicable, the allowance prescribed by subclause 4.1 of clause 4, Director's Allowance, but not including any other allowance or amount otherwise payable in addition to salary.
- 6.6 This clause extends to a teacher who is given and takes an annual holiday and who would have worked as a shift worker if he or she had not been on holiday, provided that if the amount to which the teacher would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the teacher would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the teacher in lieu of the loading.
- 6.7
  - (a) Where the employment of a teacher is terminated for a cause other than misconduct and at the time of the termination the teacher has not been given and has not taken the whole of an annual holiday to which the teacher became entitled, the teacher shall be paid a loading calculated in accordance with subclause 6.4, of this clause, for the period not taken.
  - (b) Except as provided in paragraph (a), of this subclause, no loading is payable on the termination of a teachers employment.

## 7. Personal Leave

- 7.1 A full-time, temporary or part-time teacher shall be entitled to 15 days' personal leave with pay in the first year of service with the employer and 25 days' personal leave with pay in the second and subsequent years of continuous service with the same employer.

During the first three months of service with an employer the period of personal leave shall not exceed five days. Following the completion of three months service with an employer, the teacher shall be entitled to the balance of personal leave not taken up to the maximum of 15 days in the first year of service.

- 7.2 The personal leave set out in subclause 7.1 of this clause may be taken as:

- (a) Up to one day's leave on the date of the spouse's confinement or on the day on which she leaves hospital following a confinement; and/or
- (b) Up to one day's leave for the purpose of adopting a child; and/or
- (c)

- (i) Up to three days' bereavement leave up to and including the day of the funeral, on the death within Australia of a member of the teacher's family or household (as defined in section (ii) of subparagraph (c) of subclause 7.71 of this clause). A teacher must notify the employer as soon as practicable of the intention to take bereavement leave and will provide, to the satisfaction of the employer, proof of death.
- (ii) Bereavement leave shall be available to the teacher in respect of the death of a person prescribed for the purposes of personal/carer's leave as set out in subclause 7.7.1(c)(ii) of this clause, provided that for the purpose of bereavement leave, the teacher need not have been responsible for the care of the person concerned.

Provided that a teacher shall not be entitled to bereavement leave under this clause during any period in respect of which the teacher has been granted other leave.

- (iii) Provided that bereavement leave may be taken in conjunction with other leave available under paragraphs 7.7.1, 7.7.2, 7.7.3, 7.7.4, 7.7.5, 7.7.6 and 7.7.7 of subclause 7.7 of this clause. In determining such a request the employer will give consideration will be given to the circumstances of the teacher and the reasonable operational requirements of the employer; and/or
- (iv) Bereavement entitlements for casual teachers
  - (a) Subject to the evidentiary and notice requirements in (i) casual teachers are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in (ii) of subparagraph (c) of subclause 7.7 1.
  - (b) The employer and the teacher shall agree on the period for which the teacher will be entitled to not be available to attend work. In the absence of agreement, the teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance
  - (c) An employer must not fail to re-engage a casual teacher because the teacher accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual teacher are otherwise not affected.



- (d) Up to one day's leave on the day of an examination of a course run by a recognised teaching institution undertaken by the teacher to further his or her early childhood teacher training; and/or
- (e) Personal/Carer's leave in accordance with the provision outlined in subclause 7.7 of this clause; and
- (f) Sick leave - Subject to subclause 7.7 of this clause, a teacher may take all of their personal leave entitlement as sick leave provided that five days of their personal leave entitlement in each year of service is only used as sick leave.

7.3 The taking of leave outlined in subclause 7.2 of this clause shall be subject to the following conditions and limitations:

- (a) A teacher intending to take leave shall notify the employer at the earliest practicable opportunity and in any event prior to the commencement of the first activity for the day of their:
  - (i) inability to attend work;
  - (ii) the reason for their inability to attend work; and
  - (iii) the estimated duration of the absence.
- (b) A teacher who fails to comply with the procedure outlined in paragraph (a) of this clause shall not be entitled to paid leave unless they can satisfy the employer that they took all reasonable steps to notify the employer or were unable to take such steps.
- (c) To qualify for sick leave, a teacher may be required to provide evidence satisfactory to the employer that they were sick.
- (d) A teacher shall not be entitled to sick leave for any period in respect of which such teacher is entitled to workers' compensation.

7.4 Notwithstanding the provisions of subclauses 7.1 and 7.2 of this clause, the personal leave entitlement of a part-time teacher and temporary teacher shall be in that proportion which the teacher's number of working hours in a full ECS Centre week bears to the number of working hours which a full-time teacher at that ECS Centre is normally required to work.

7.5 Untaken leave in the second year of service and thereafter shall accumulate up to a maximum of 120 days. Subject to the provisions of subclause 7.7 of this clause, such accumulated leave may only be taken as sick leave.

7.6 Transitional Arrangements

The following transitional arrangements will apply:

- (a) Teachers employed prior to 18 October 1996 in accordance with the Teachers (Non-Government Early Childhood Service Centres Other Than Pre-Schools) (State) Award published 1 March 1996 (290 I.G. 1246), as varied, retained all full-pay sick leave accumulated in accordance with that award.
- (b) All half-pay sick leave entitlements accumulated prior to 18 October 1996 in accordance with the said award were converted to half the number of days on full pay and added to the existing, full-pay, sick leave accumulation.

7.7 Personal/Carer's Leave

7.7.1 Use of Sick Leave

- (a) A teacher, other than a casual teacher, with responsibilities in relation to a class of person set out in subclause 7.7.1(c)(ii) of this clause who needs the teacher's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in subclauses 7.1 and 7.2 of this clause, 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 teacher 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 teacher.

In normal circumstances, a teacher 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 teacher being responsible for the care of the person concerned; and
  - (ii) the person concerned being: -
    - (1) a spouse of the teacher; or
    - (2) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bono fide domestic basis although not legally married to that person; or
    - (3) a child or an adult child (including an adopted child, a foster child or an ex nuptial child), parent (including foster parent and legal guardian), grandparent, grandchild or sibling of the teacher or spouse or defacto spouse of the teacher; or
    - (4) a same sex partner who lives with the teacher as the de facto partner of that teacher on a bona fide domestic basis; or
    - (5) a relative of the teacher who is a member of the same household, where for the purposes of this paragraph: -

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

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

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

- (d) A teacher 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 teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

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

Where the parties are unable to reach agreement the disputes procedure at clause 15 should be followed.

#### 7.7.2 Unpaid Leave for Family Purpose

A teacher 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 subclause 7.7.1(c)(ii) above who is ill or who requires care due to an unexpected emergency.

#### 7.7.3 Annual Leave

- (a) A teacher 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 7.7.3(a) above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) A teacher 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) A teacher 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.

#### 7.7.4 Time Off in Lieu of Payment for Overtime

- (a) For the purpose only of providing care and support for a person in accordance with clause 7.7.1(c)(ii) above, and despite the provisions of Clause 9.3 the following provisions shall apply.
- (b) A teacher may elect, with 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 7.7.4(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (e) Where election is made in accordance with paragraph 7.7.4, the teacher shall be paid overtime rates in accordance with the award.

#### 7.7.5 Make-up Time

- (a) A teacher may elect, with the consent of the employer, to work "make-up time", under which the teacher 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) A teacher on shift work may elect, with the consent of the employer, to work "make-up time" (under which the teacher 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.

#### 7.7.6 Rostered Days Off

- (a) A teacher may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) A teacher may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (c) A teacher 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 teacher, or subject to reasonable notice by the teacher 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, an providing a reasonable opportunity for the union(s) to participate in negotiations.

#### 7.7.7 Personal Carers Entitlement for Casual Teachers

- (a) Subject to the evidentiary and notice requirements in subclause 7.7.1(a) and 7.7.(b) of this clause, casual teachers are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 7.7.1(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 teacher shall agree on the period for which the teacher will be entitled to not be available to attend work. In the absence of agreement, the teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual teacher because the teacher accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual teacher are otherwise not affected.

### 8. Hours of Work

8.1 The ordinary hours of work, inclusive of crib breaks shall be an average of 38 hours per week.

8.2 The ordinary hours of work for all teachers may be worked between the hours of 6.30 am and 6.30 pm, on any five days Monday to Saturday and subject to subclause 8.6, shall not exceed eight hours duration.

8.3 The method of implementation of the 38 hour week shall be by way of:

- (a) a 19 day month;
- (b) accumulation;
- (c) by teachers working more than eight ordinary hours one or more days during the work cycle.

8.4 Method of Implementation of the 19 day month

- (a) By agreement between the teacher and the employer, the teacher may fix one work day off in each four week cycle as a rostered day off to the extent to which they are accrued pursuant to paragraph (b).
- (b) Accrual
  - (i) A teacher shall accrue one rostered day off for each 20 days of service, one day of which is to be included in the annual leave entitlement.

- (ii) Each day of paid leave taken including each public holiday and the annual holiday (but not including long service leave nor periods of service in non-term time) shall be regarded as a day worked for accrual purposes.
- (iii) Notwithstanding the provisions of subparagraph (i) of this paragraph, a teacher shall be entitled to no more than 12 paid rostered days off in any 12 months of consecutive employment.
- (iv) A teacher who has not worked a complete four week cycle in order to accrue a rostered day off shall be paid a proportionate payment for each day worked in that cycle equivalent to:

P  
200

where P is the fortnightly salary payable to the teacher. A teacher shall be entitled to be paid on termination of employment for rostered days off which have been accumulated but not taken or entitlements pursuant to this paragraph at the rate of pay on the date of termination.

- (v) A teacher shall not be entitled to sick leave in respect of illness whilst on a rostered day off. In the event of a rostered day off falling on a public holiday, the teacher and the employer shall agree on an alternative day off as a substitute.

#### 8.5 Method of Implementation of Accumulation

In lieu of the provision contained in paragraph (a) of subclause 8.4 of this clause, a teacher may choose to accrue sufficient rostered days off to enable such days to be taken as a block of not more than 12 days at any one time in any 12 months of consecutive employment.

#### 8.6 Method of Implementation of teachers working more than eight ordinary hours one or more days during the work cycle

- (a) In lieu of the provisions contained in subclauses 8.4 and 8.5 of this clause, the employer and teacher(s) may agree that the 38 hour week shall be implemented on one of the following bases:
  - (i) by the teacher(s) working three 10 hour shifts and one 8 hour shift per week; or
  - (ii) by the teacher(s) working four 9.5 hour shifts per week; or
  - (iii) any other shift arrangement whereby a teacher works no more than 10 hours per day or 38 hours per week.
- (b) Prior to implementing a shift pursuant to paragraph (a) of this subclause, the employer shall:
  - (i) consult with the teacher(s) and their representative if requested as to the appropriateness of the proposed shift arrangement;
  - (ii) reach an agreement with the teacher to trial the proposed shift arrangement for six weeks;
  - (iii) record such consultation and agreement in writing, signed by each party.
- (c) After the six week trial period the employer and the teacher or teachers (and their representatives if requested) will consult again and the employer may introduce the shift which has been trialed.
- (d) If the teacher agrees to work a shift longer than eight (8) hours the teacher shall receive an additional paid crib break of 10 minutes which shall be taken at a time convenient to the employer.

- (e) Any dispute in relation to the operation of this subclause shall be dealt with pursuant to clause 15, Disputes and Grievance Procedures.

#### 8.7 Part-time, Casual and Temporary Teachers

- (a) Nothing in this clause shall entitle a teacher who works less than 38 hours per week (inclusive of crib breaks) to accumulate rostered days off pursuant to this clause, and a teacher's conditions of employment shall not be downgraded as a consequence of this variation.

- (b) Temporary Teachers (other than Part-Time Teachers)

A temporary teacher, other than a part-time teacher, shall by agreement with the employer, and according to the period of the employment of the teacher, be entitled to either:

- (i) accumulate rostered days off in accordance with clause 8.4 of this clause; or
- (ii) be paid an additional loading of 5% pursuant to this clause in lieu of an entitlement to rostered days off.

#### 8.8 Establishments Operating 41 to 47 Weeks Per Annum

Where an ECS Centre operates from 41 to 47 weeks per annum and a teacher receives in consequence more than four weeks paid leave per annum, then the teacher shall accrue rostered days off to a maximum of seven days in any 12 months of consecutive employment and any days accrued in excess of seven days in any 12 months period of employment shall be deemed to be subsumed into the period of paid leave in excess of four weeks.

### 9. Overtime and Time in Lieu

- 9.1 All hours required by the employer to be worked outside the ordinary hours of work prescribed by clause 8 Hours of Work, including where a teacher is required to stay back to supervise children who have not been picked up or to cover staff absences but excluding the normal preparation and programming duties of a teacher, shall be paid at the rate of time and one half for the first two hours and double time thereafter. Provided that teachers may be required to attend up to a maximum of two hours per month and directors up to four hours per month where such time involves parental meetings, staff meetings and other duties not including the supervision of children without any payment being due. Part-time teachers may be required to attend such meetings outside of ordinary hours on a pro rata basis.

- 9.2 Provided that part-time employees who agree to work in excess of their normal hours shall be paid at ordinary time for up to eight hours provided that the additional time worked is during ordinary hours of operation of the ECS centre. No part-time employee shall be required to work for longer than 8 (eight) hours in any day without payment of overtime. Any additional hours shall be paid at overtime rates as per clause 9.1.

#### 9.3 Time Off in Lieu of Overtime

- (a) By agreement between the teacher and the employer, a teacher may take time off in lieu of payment for overtime.
- (b) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour off for each hour worked.
- (c) An employer shall, if requested by a teacher, provide payment at the rate provided for in subclause 9.1, for any overtime worked where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this clause, on notice from the employer a teacher must elect within six months of accrual, whether to take overtime worked as an overtime payment or as time off work at the ordinary rate of pay.

## 10. Miscellaneous

### 10.1 Crib Break

Not more than 30 minutes nor less than 20 minutes shall be allowed to teachers each day for a midday paid crib break. Such crib break shall be counted as time worked.

Provided however that a teacher may, by agreement with the employer, leave the premises or elect not to be on call during the crib break. Where a reasonable request has been made by the teacher, the employer shall give favourable consideration to any such request. During this time the teacher cannot be counted as part of the child/staff ratios under the *Children (Care and Protection) Act 1987*. Such time away from the premises or not on call shall not count as time worked nor shall any payment be made for such time.

However if the teacher is called back to perform any duties within the centre or the break is interrupted for any reason the teacher shall be paid at time and a half for a minimum of 15 minutes and thereafter to the nearest quarter hour until an uninterrupted break or the balance of the break is taken.

Notation:

It is agreed between the parties that any agreement between the teacher and the employer concerning an unpaid crib-break must be genuine. For example, a teacher cannot be required by the employer to agree to an unpaid crib-break as a condition of on-going employment. Any agreement should be recorded in writing and kept with pay records. It is agreed between the parties to the award that the IEU may apply to vary this provision during the nominal term of this award (while the employers retain the right to oppose the particular variation sought by the IEU) should the IEU be able to demonstrate that the clause is not operating as intended by the parties.

### 10.2 Professional Development, Training and Planning:

- (a) Teachers are responsible for ensuring that they are aware of new developments in early childhood education. However, the parties recognise that continuing professional development of teachers is a joint responsibility of both the employer and the teacher.
- (b) The employer may request a teacher to attend any courses in non-term time or after hours relating to professional development, training and planning. The teacher cannot unreasonably refuse to attend such courses, provided that a full-time teacher who receives no more than four weeks' annual leave in a calendar year shall receive time in lieu for time spent at any courses outlined in this clause.
- (c) Any dispute in relation to attendance shall be dealt with in accordance with clause 15, Disputes and Grievance Procedures.

### 10.3 First Aid Certificate

- (a) Teachers shall be required to obtain and maintain an approved first aid certificate.
- (b) Teachers will be granted paid leave to attend a first aid course, or when a first aid course is in the teacher's own time, teachers will receive time in lieu at ordinary rates for course attendance time.

### 10.4

- (a) Teachers shall receive a minimum of one hour and a quarter hours per week non contact time to perform programming and planning duties. Teachers will not be required to supervise children during this time.
- (b) Teachers appointed as Directors or Authorised Supervisors shall receive a minimum of two and a half hours per week non contact time to perform administrative duties.

## 11. Other Leave

### 11.1 Long Service Leave

See the *Long Service Leave Act 1955*

### 11.2 Residential Study Leave

A teacher who, for the purposes of furthering his or her Early Childhood teacher training, enrolls in any course at a recognised University or recognised Teacher Training Institution shall be granted leave without pay for the purpose of attending any compulsory residential school which is a part of such course.

### 11.3 Parental Leave

11.3.1 Refer to the *Industrial Relations Act 1996 (NSW)*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996 (NSW)*.

11.3.2 An employer must not fail to re-engage a regular casual teacher (see section 53(2) of the Act) because:

- (a) the teacher or teacher's spouse is pregnant; or
- (b) the teacher is or has been immediately absent on parental leave.

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

#### 11.3.3 Right to request

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

to assist the teacher in reconciling work and parental responsibilities.

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

The teacher's request and the employer's decision made under 11.3.3(a)(ii) and 11.3.3(a)(iii) must be recorded in writing.

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

Where a teacher wishes to make a request under 11.3.3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the teacher is due to return to work from parental leave.



#### 11.3.4 Communication during parental leave

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

11.3.5 This variation shall take effect from 19 December 2005.

#### 11.4 Jury Service

- (a) A full time or part time teacher required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The teacher shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of the teacher's attendance for such jury service and the amount of wage the teacher would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.
- (b) The teacher shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The teacher shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

### **12. Union Representatives**

- 12.1 The employer shall permit the union representative in the ECS Centre to post union notices relating to the holding of meetings on a staff room noticeboard.
- 12.2 The union representative shall be permitted in working hours to interview the employer on union business. Such interview shall take place at a time and place convenient to both parties.
- 12.3 Meetings of union members who are employed at the ECS Centre may be held on the premises at times and places reasonably convenient to both union members and the employer.

### **13. Terms of Engagement and Information to be Provided to Teachers**

- 13.1 The employer shall provide all full-time, part-time and temporary teachers with a letter of appointment on engagement stating the classification and rate of salary on appointment, the hours of operation of the Centre, the teacher's entitlements to personal leave, annual leave and long service leave, the procedure as to alteration of days of attendance and notice on termination.
- 13.2 The employer may, if the employer deems appropriate, provide a teacher of children with special needs with a letter of appointment which outlines the teacher's teaching load, days of attendance, and place of employment which may be varied throughout the period of engagement. Such variations would occur from time to time and with not less than four weeks notice or otherwise by agreement.

13.3 The employment of a teacher during the first three calendar months of employment shall be probationary if the employer has advised the teacher on or prior to the engagement that there is a probationary period. Either party may terminate the employment during this period by two weeks notice.

Notation - It is strongly recommended that prior to terminating a teachers employment under this clause an employer:

- (i) clearly identify to the teacher the problems they have with his or her employment;
- (ii) clearly outline their expectations as to how the teacher's performance should improve; and
- (iii) give the teacher a reasonable time frame to improve his or her behaviour.

13.4 Subject to subclause 13.3 of this clause, the employment of any teacher (other than a casual teacher) shall not be terminated without at least four weeks notice on either side or the payment of or forfeiture of four weeks salary in lieu of notice.

13.5 Nothing in this clause shall affect the right of the employer to dismiss summarily any teacher for incompetence, misrepresentation, neglect of duty or other misconduct.

13.6 Upon the termination of service of a teacher other than a casual teacher the employer shall provide a statement of service setting out the length of service, the age of children taught, the positions held and any special and/or additional duties performed by such teacher.

13.7

- (a) On termination of casual employment, the employer shall indicate on the teacher's service card (see Attachment A - Record of Casual Employment) the length of service with that employer.
- (b) Upon request, a casual teacher shall be supplied with a statement setting out the number of days of duty undertaken by the casual teacher during the period of his or her engagement provided that such request is made during or on termination of the casual engagement.

13.8 Where an employer proposes either:

- (a) to make alterations to the type of services provided by the ECS Centre in which a teacher is employed; or
- (b) to transfer a teacher from the ECS Centre in which the teacher is employed

which shall have the consequence that the provisions of this Award will no longer apply to the teacher, the employer shall as soon as practicable in any case after a firm decision has been made, give the teacher notice of the change and shall, if the teacher so requests, hold discussions:

- (i) with the teacher; or
- (ii) with a representative of the teacher,

as soon as practicable after making the decision and in any event not less than four weeks prior to the implementation of the decision.

13.9 Job Share

The parties recognise that job share involves the following principles:

- (a) Job share for teachers shall mean dividing the one job so that job share teachers have equal responsibility or share responsibility.
- (b) The division of work has to be negotiated and mutually suitable to all parties.

- (c) Job share teachers are treated as part-time teachers and receive pro rata entitlements.
- (d) If a job share teacher is ill, or on annual leave or a rostered day off, then the other teacher may be offered the day(s) of work by the employer. This work, if accepted, is to be paid at ordinary rates in accordance with clause 2, Salaries.
- (e) If a job share teacher leaves the employment, the remaining teacher may be offered the residue of employment.

If the employer does not wish to offer the residue of employment or part thereof to the teacher, and the parties wish to continue the job share arrangement the employer may consult with the teacher about the implementation of a new arrangement, including the selection of a new teacher to fill the balance of the position. If the employer or the teacher does not propose to continue the job share arrangement the remaining teacher may be employed on a part-time basis.

- (f) Adequate opportunities for consultation between job share teachers will be provided by the employer.
- (g) The employer may determine the number of job share positions in any centre.

#### 13.10 Redundancy

Refer to Part C of this award.

### 14. Procedure for Dealing With Job Performance Problems

It is recommended that employers follow the procedure outlined below when dealing with job performance related problems:

- (a) Where a problem arises with respect to a teacher's performance of his/her duties the employer should discuss the problem with the teacher who will be given an opportunity to respond.
- (b) The employer should:
  - (i) clearly identify the problem;
  - (ii) clearly outline their expectations;
  - (iii) set a reasonable period of time for the problem to be rectified;
  - (iv) provide a review period at the end of the time period; and
  - (v) note the results of the meeting in a diary.
- (c) If the problem continues to exist then a formal warning should be given to the teacher in writing or in the presence of a witness. The warning should set out:
  - (i) what aspects of the teacher's performance needs to be improved;
  - (ii) what should be done to rectify the problem;
  - (iii) what assistance will be provided;
  - (iv) a specified period for review; and
  - (v) the action already taken by the employer and what further action may be taken if the performance problem is not rectified.

The employer should note the results of the meeting in a diary.

- (d) If the specified problem(s) are not rectified, the employer should give the teacher a final warning. This may be in writing or issued in the presence of a witness specifying the process already taken by the employer and the fact that if the performance of the teacher does not improve the employment of the teacher will be terminated. The employer should identify the performance problem(s), the employer's expectations, the steps required to rectify the problems and a time period for review. The employer should note the results of the warning in a diary.
- (e) Where a teacher's performance improves as a result of a review period, the employer should notify the teacher that the period of review is completed and that the required improvement in the teacher's performance has been achieved.
- (f) The employer and teacher are entitled to have a witness present at any step in the process and may be represented by an industrial organisation of employees or an industrial organisation of employers.
- (g) An employer has a right to dismiss a teacher summarily for misrepresentation, neglect of duty or misconduct.
- (h) Nothing in this procedure shall be construed to override an employer's discretion to adopt a procedure other than contained in this clause. However, the employer shall advise the teacher of any other procedure.
- (i) Nothing in this procedure shall be construed to remove the right of a teacher or employer to refer a dispute to the Industrial Relations Commission of New South Wales pursuant to the *Industrial Relations Act 1996*.

## 15. Disputes and Grievance Procedures

### 15.1 Procedures relating to grievances of individual teachers

- (a) The teacher 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) The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of the discussion, the employer must provide a response to the teacher'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 teacher may be represented by an industrial organisation of employees.

### 15.2 Procedures relating to disputes, etc. between employers and their teachers

- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher level of authority.
- (b) Reasonable time limits must be allowed for discussion at each level of authority.
- (c) While a procedure is being followed, normal work must continue.
- (d) The employer may be represented by an industrial organisation of employers and the teachers may be represented by an industrial organisation of employees for the purposes of each procedure.

## 16. Anti-Discrimination

- 16.1 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.
- 16.2 It follows that in fulfilling their obligation 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.
- 16.3 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.
- 16.4 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.
- 16.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

### 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".

## 17. Savings Clause and Leave Reserved

- 17.1 A teacher's conditions of employment, other than those provided in this award, shall not be altered as a consequence of the introduction of this award.
- 17.2 Leave is reserved to the New South Wales Independent Education Union to apply in respect of procedures relating to child protection.

## 18. Superannuation

### 18.1 Definitions

For the purpose of this clause:

- (a) "Basic earnings" shall mean:
  - (i) the rate of salary prescribed from time to time by this award;

- (ii) the amount of any allowance prescribed from time to time including the allowance payable to a Director and any shift loading which may be payable pursuant to this award.
- (b) "Teacher" means a teacher, Director or Authorised Supervisor, and includes a casual, part-time, or temporary teacher.
- (c) "HESTA" means the Health Employees Superannuation Trust Australia, established by Trust Deed Articles on 30 July 1987.
- (d) "ASSET" means the Australian Superannuation Savings Employment Trust constituted by deed made 14 October 1987.

#### 18.2 Fund

- (a) For the purposes of this clause contributions made by employers in accordance with the provisions of subclause 18.3 of this clause shall be as follows:
  - (i) the employer shall offer each teacher a choice between HESTA or ASSET;
  - (ii) the teacher shall nominate the fund into which contributions shall be made.
- (b) Each employer shall become a participating employer in HESTA and/or ASSET in accordance with the choice of teachers of the employer.
- (c) Each employer shall become party to HESTA or ASSET upon the acceptance of the respective Trustee of a Deed of Adoption, duly signed and executed by each employer and the respective Trustee.
- (d) A teacher shall become eligible to join HESTA or ASSET in accordance with the following:
  - (i) in the case of a teacher who is employed at 1 July 1988, from the beginning of the first pay period commencing on or after 1 July 1988; and
  - (ii) in the case of a teacher employed after 1 July 1988, from the beginning of the first pay period commencing on or after the teacher's date of engagement.

#### 18.3 Benefits

- (a) Except as provided in paragraphs (c) and (d) of this subclause, each employer shall, in respect of each teacher employed by it, pay contributions to the respective Trustee at the rate of 9% of the teacher's basic earnings.
- (b) Contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements of the respective Fund.
- (c) An employer shall not be required to make contributions pursuant to this clause in respect of a teacher in respect of a period when that teacher is absent from his or her employment without pay.
- (d) Part-time and Casual Teachers

An employer shall pay contributions pursuant to this clause at the rate of 3% if the basic earnings of the casual or part time employee are between \$200 and \$450 per calendar month and 9% if the basic earning exceeds \$450 per calendar month.
- (e) Where a new teacher commences in employment, the employer shall advise the teacher in writing of the teacher's entitlements under this clause and of the action to be taken by the teacher to obtain the benefit of those entitlements.

- (f) Notwithstanding the date upon which a teacher signs an Application Form, contributions in accordance with paragraph (a) of this subclause shall be made from the date when the teacher became eligible for membership.

#### 18.4 Records

The employer shall retain all records relating to the calculation of payments due to the Fund(s) in respect of each teacher and such records shall be retained for a period of six years.

#### 18.5 Exemptions

Employers of teachers who are eligible to become contributors to the following superannuation funds or any scheme/s replacing such funds shall be exempt from the provisions of this clause:

State Superannuation Fund

State Public Service Superannuation Scheme

Public Authorities Superannuation Scheme

- 18.6 Leave is reserved to the Employers' Federation of New South Wales to vary this clause following the decisions of the Full Commission in the Nurses Superannuation Case Matter Nos. IRC 883, 884 and 995 of 1994.

### **19. Enterprise Consultation**

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

### **20. Labour Flexibility**

- (a) An employer may direct a teacher to carry out such duties as are within the limits of the teacher's skill, competence and training provided that such duties are not designed to promote deskilling.
- (b) An employer may direct a teacher to carry out such duties and use such tools and equipment as may be required, provided that the teacher has been properly trained in the use of such tools and equipment.
- (c) Any direction issued by an employer pursuant to subclauses (a) and (b) of this clause shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

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

- 21.1 This award shall apply to all teachers employed in ECS centres as defined in subclause (d) of clause 1, Definitions, of this award excepting:

- (a) Teachers of music or other individual arts who are remunerated on an individual fee basis; and
- (b) Members of a recognised religious teaching order and/or Clerks in Holy Orders, and/or Ministers of Religion (including a Minister-teacher or a Missionary-teacher who is a member of the Seventh Day Adventist Church and who teaches in a school operated by a local Conference of the Australasian Division of the Seventh Day Adventist Church), provided that application may be made on behalf of any such member to be included within the scope of this award; and
- (c) Employees of all city, municipal, shire and county child care centres; and
- (d) Employees within the jurisdiction of the Independent Schools and Colleges, General Staff &c (State) Industrial Committee and Kindergartens &c (State) Industrial Committee; and

- (e) Teachers and directors employed by the KU Children's Services and Sydney Day Nursery and Nursery Schools Association; and
- (f) Teachers employed in a licensed child care centre operated by or on behalf of any recognised independent school or special school registered under the provisions of the *Education Reform Act 1990*, in the State, including the independent schools listed below:

Kincoppal Rose Bay

Rosebank College

Stella Maris College

St Vincent's College; and

- (g) Teachers covered by the Teachers (Catholic Early Childhood Service Centres and Pre-Schools) (State) Award made on 1 July 2005; and
- (h) Teachers employed in an Early Intervention Service whose hours and conditions of work approximate those hours and conditions of a teacher employed in a recognised school.

21.2 This award rescinds and replaces the Teachers (Non-Government Early Childhood Service Centres Other Than Pre-Schools) (State) Award published 19 May 2006 (359 IG 307).

21.3 This award shall take effect from 24 November 2009 provided that the increases in rates of pay and allowances shall be effective from the first full pay period on or after 24 November 2009.

21.4 This award shall remain in force until 24 November 2011.

## PART B

### MONETARY RATES

**Table 1 - Rates of Pay**

The following minimum annual salaries shall apply from the beginning of the first full pay period specified in each column respectively:

Classification/ Incremental Salary Step	24 November 2009 Per annum (4%) \$	1 September 2010 Per annum (4%) \$	1 September 2011 Per annum (4%) \$
All Other Teachers			
Step 1	34,213	35,582	37,005
Step 2	35,036	36,437	37,894
Step 3	35,962	37,400	38,896
Step 4	37,252	38,742	40,292
Step 5	38,824	40,377	41,992
Two Years Trained Teachers			
Step 1	37,306	38,798	40,350
Step 2	41,329	42,982	44,701
Step 3	43,434	45,171	46,978
Step 4	45,703	47,531	49,432
Step 5	47,802	49,714	51,703
Step 6	49,978	51,977	54,056



Step 7	52,391	54,487	56,666
Step 8	53,713	55,862	58,096
Step 9	55,014	57,215	59,504
Three Years Trained Teachers			
Step 1	42,982	44,701	46,489
Step 2	45,170	46,977	48,856
Step 3	47,532	49,433	51,410
Step 4	49,713	51,702	53,770
Step 5	51,976	54,055	56,217
Step 6	54,490	56,670	58,937
Step 7	55,860	58,094	60,418
Step 8	57,219	59,508	61,888
Step 9	59,498	61,878	64,353
Step 1 0	61,877	64,352	66,926
Step 11	63,544	66,086	68,729
Four Years Trained Teachers			
Step 1	45,704	47,532	49,433
Step 2	48,536	50,477	52,496
Step 3	51,265	53,316	55,449
Step 4	54,292	56,464	58,723
Step 5	57,106	59,390	61,766
Step 6	59,498	61,878	64,353
Step 7	61,877	64,352	66,926
Step 8	64,557	67,139	69,825
Step 9	67,139	69,825	72,618

**Table 2 - Director's Allowance**

Units	24 November 2009 Per annum (4%) \$	1 September 2010 Per annum (4%) \$	1 September 2011 Per annum (4%) \$
1	4,798	4,990	5,190
2	5,856	6,090	6,334
3	7,310	7,602	7,906
4	9,131	9,496	9,876

**Table 3 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	3.4(a)	Travel Allowance - use of teacher's own vehicle	0.51 per km

**Table 4 - Authorised Supervisor's Allowance (Clause 4.2(i))**

Units	24 November 2009 Per annum (4%) \$	1 September 2010 Per annum (4%) \$	1 September 2011 Per annum (4%) \$
1	1,559	1,621	1,686
2	1,903	1,979	2,058
3	2,381	2,476	2,575
4	2,974	3,093	3,217

**Table 5 - Authorised Supervisor Allowance (Clause 4.2(ii))**

Units	24 November 2009 Per annum (4%) \$	1 September 2010 Per annum (4%) \$	1 September 2011 Per annum (4%) \$
1	3,120	3,245	3,375
2	3,806	3,958	4,116
3	4,759	4,949	5,147
4	5,949	6,187	6,434

## PART C

### 1. Redundancy

- 1.1 This Part shall apply in respect of full-time and part-time teachers.
- 1.2 This Part shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of teachers.
- 1.3 Notwithstanding anything contained elsewhere in this award, the provisions of this part shall not apply to teachers with less than one year's continuous service and the general obligation on employers shall be no more than to give such teachers 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 teachers of suitable alternative employment.
- 1.4 This Part shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual teachers or teachers engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

### 2. Employers Duty to Notify and Discuss

- 2.1 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on teachers, the employer shall notify the teachers who may be affected by the proposed changes and the union to which they belong.
- 2.2 The employer shall discuss with the teachers affected and the union to which they belong the introduction of such changes and the likely effect on the employees and the measures taken to avert or mitigate the adverse effects of such changes.
- 2.3 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of teachers to other work or locations and the restructuring of jobs.

### 3. Discussions Before Terminations

- 3.1 Where an employer has made a definite decision that the employer no longer wishes the job the teacher has been doing done by anyone and that decision may lead to the termination of employment, the employer shall hold discussions with the teachers directly affected and with the union to which they belong.
- 3.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subclause 3.1 of this clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the teachers concerned.
- 3.3 For the purposes of the discussion the employer shall, as soon as practicable, provide to the teachers concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information, the disclosure of which would adversely affect the employer.

### 4. Notice for Changes in Production, Program, Organisation Or Structure

- 4.1 This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'production', 'program', 'organisation' or 'structure' in accordance with clause 2 of this Part.

- 4.1.1 In order to terminate the employment of a teacher the employer shall give to the teacher the following notice:

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

- 4.1.2 In addition to the notice above, teachers 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.

- 4.1.3 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- 4.2 Notice for Technological Change

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'technology' in accordance with clause 2 of this part.

- 4.2.1 In order to terminate the employment of a teacher the employer shall give to the teacher 3 months notice of termination.

- 4.2.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- 4.2.3 The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the Long Service Leave Act 1955, the Annual Holidays Act 1944, or any Act amending or replacing either of these Acts.

#### 4.3 Time off during the notice period

4.3.1 During the period of notice of termination given by the employer a teacher shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

4.3.2 If the teacher has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the teacher shall, at the request of the employer, be required to produce proof of attendance at an interview or the teacher shall not receive payment for the time absent.

#### 4.4 Teacher leaving during the notice period

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

#### 4.5 Statement of employment

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

#### 4.6 Notice to Centrelink

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

#### 4.7 Department of Social Security Employment Separation Certificate

The employer shall, upon receipt of a request from a teacher whose employment has been terminated, provide to the teacher an 'Employment Separation Certificate' in the form required by the Department of Social Security.

#### 4.8 Transfer to lower paid duties

Where a teacher is transferred to lower paid duties for reasons set out in clause 2 of this part, the teacher shall be entitled to the same period of notice of transfer as the teacher would have been entitled to if the teacher's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

### 5. Severance Pay

5.1 Where a teacher is to be terminated pursuant to clause 4 of this part, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:

5.1.1 If a teacher 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

5.1.2 Where a teacher is 45 years old or over, the entitlement shall be 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	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

5.1.3 'Weeks Pay' means the all purpose rate of pay for the teacher concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.

5.1.4 Where a teacher is subject to a reduction of working hours of 6 or more hours per fortnight, the reduction will be treated as a partial redundancy. A pro rata payment will be made in accordance with the severance payments set out in paragraphs 5.1.1 and 5.1.2 above.

## 5.2 Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 5.1.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 5.1 above will have on the employer.

## 5.3 Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 5.1 if the employer obtains acceptable alternative employment for a teacher.

## ATTACHMENT A

This attachment is to be used in accordance with clause 12.7 of this Award.

### CASUAL TEACHERS/DIRECTORS RECORD OF CASUAL EMPLOYMENT TO BE MAINTAINED BY TEACHER

1. Name:

---

2. Number of years of training:

---

3. Name of qualification:

---

4. Year of attainment of this qualification:

Period of engagement (from date to date)	No. of days/hours worked in total, classification, years trained and step	Name, address and telephone number of Centre	Signed by Centre Director (signature, date and name)

**ATTACHMENT B**

**EARLY AND/OR LATE SHIFT AGREEMENT BETWEEN THE EMPLOYER AND THE TEACHER**

This attachment is to give effect to an agreement reached pursuant to clause 3.3 of this Award.

This agreement has the effect that shift loadings do not apply to certain early and/or late shifts as set out below and in the award.

1. This document records an agreement reached pursuant to Clause 8.4 - Hours Of Work and Clause 3.3 - Shift Penalty Loadings, and is signed by the employer and the teacher as certifying that the arrangement outlined hereunder was an agreed arrangement between the parties.
2. The following arrangement is made pursuant to Clause 8.3 - Hours of Work and Clause 3.3 - Shift Penalty Loadings of the Teachers (Non-Government Early Childhood Service Centres Other Than Pre-Schools) (State) Award, and it shall apply unless rescinded by the parties by agreement.
3. It is agreed between the Employer and the Teacher that the arrangement for extended daily ordinary hours of work which are outlined below and/or which are described in the attached rosters shall hereafter apply to the teacher and clause 3.3 shall apply so that the shift loadings referred to in Clause 3.2 are not applicable to these shifts in the circumstances.

Commencing and finishing time of shift to be worked by teacher

.....

Any Other Benefits Agreed:

.....

.....

.....

4. This agreement shall take effect from the beginning of the first full pay period to commence on or after  
.....

5. The teacher agrees that the employer provided a draft copy of this agreement and notified him/her of the right to seek advice or representation from a representative (including the Union) seven (7) days prior to entering into this agreement.

6. Signed On Behalf Of An Authorised Representative Of The Employer:

.....  
.....

(Date)

7. Signed By The Teacher:

.....  
.....

(Date)

R. P. BOLAND *J, President.*  
M. J. WALTON *J, Vice-President.*  
E. A. R. BISHOP, Commissioner.

---

Printed by the authority of the Industrial Registrar.

## **TEACHERS (NON-GOVERNMENT PRE-SCHOOLS) (STATE) AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES  
FULL BENCH

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(Nos. IRC 2351 of 2008 and 1189 of 2009)

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

24 November 2009

### **AWARD**

#### **Arrangement**

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

#### PART A

- |     |   |
|-----|---|
| 1.  | Definitions   |
| 2.  | Salaries  |
| 3.  | Payment on Termination and Adjustment of Salary for Teachers Who Commence Employment After the Pre-School Service Date and for Teachers Who Take Approved Leave Without Pay |
| 4.  | Annual Holidays Loading   |
| 5.  | Director's and Authorised Supervisor's Allowance  |
| 6.  | Personal Leave  |
| 7.  | Miscellaneous   |
| 8.  | Other Leave   |
| 9.  | Union Representatives   |
| 10. | Terms of Engagement and Information to be Provided to Teachers  |
| 11. | Procedure for Dealing with Job Performance Problems   |
| 12. | Disputes and Grievance Procedures   |
| 13. | Savings Clause and Leave Reserved   |
| 14. | Superannuation  |
| 15. | Enterprise Consultation   |
| 16. | Labor Flexibility   |
| 17. | Anti-Discrimination   |
| 18. | Area, Incidence and Duration  |

#### PART B

#### MONETARY RATES

- Table 1 - Rates of Pay
- Table 2 - Director's Allowances
- Table 3 - Other Rates and Allowances
- Table 4 - Authorised Supervisor's Allowance (Clause 5.2(i))
- Table 5 - Authorised Supervisor's Allowance (Clause 5.2(ii))



## PART C

## REDUNDANCY

## ATTACHMENT A

**PART A****1. Definitions**

For the purposes of this award, except for subclause (b) or (s) of this clause and clause 5, Director's and Authorised Supervisor's Allowance, all reference to teachers in this award shall include Director or Authorised Supervisor, and:

- (a) "Teacher" means any person employed as such in a pre-school, as defined in subclause (c) of this clause and any person employed as such in an Early Intervention Service, as defined in subclause (h) of this clause where the hours and conditions of work of a teacher in such an Early Intervention Service approximate those hours and conditions of work of a teacher in a recognised school.
- (i) "Full-time Teacher" means any teacher other than a casual, temporary, or part-time teacher.
- (ii) "Part-time Teacher" means any teacher who is engaged to work regularly and not more than 0.8 of the normal hours which a full-time teacher at a Full Day Care Centre is required to attend. Provided that a part-time teacher may work up to 0.9 of the normal hours of a full-time teacher if he or she is entitled to a preparation session equivalent to 0.1 of a teacher's normal hours. Provided further that a part-time teacher employed as at 31 January 1990 shall not be required by that employer to work in excess of 0.8 of the normal hours of a full-time teacher.
- (iii) "Temporary Teacher" means a teacher employed to work full-time or part-time for a specified period which is not more than a full Pre-School year but not less than 20 days.
- Provided that a teacher may be employed for a specific period in excess of a full Pre-School year but not more than two full Pre-School years where such a teacher is replacing a teacher who is on leave for a specified period in excess of a full Pre-School year."
- (iv) "Casual Teacher" means a teacher engaged as required by an employer for up to 20 working days in any one period of employment. Provided that the period may be extended as required by the employer if the employer has been notified that the permanent teacher will be absent beyond the twenty day period.
- (b) "Director" means the teacher who is responsible for the day to day operation and management of the Early Childhood Services Centre as defined in subclause (d) of this clause, holding Early Childhood qualifications as defined in subclause (p), (q), (r) and (s) of this clause.
- (c) "Pre-School" means a kindergarten, day school or nursery school, and shall include:-
- (i) Sessional Care Centres, and
- (ii) Full Day Care Centres.
- It shall not include a Recognised School, Long Day Care Centre or Multi-Purpose Centre.
- (d) "Full Day Care Centre" means a child care establishment which does not operate on a sessional basis, but which usually operates during hours and terms which approximate those of a recognised school.
- (e) "Sessional Care Centre" means a child care establishment which operates on the basis of morning and/or afternoon sessions, and which usually operates during hours and terms which approximate those of a recognised school.

- (f) "Long Day Care Centre" means a child care establishment which usually provides services over a period of approximately eight hours or more each day for approximately 48 weeks or more during the year.
- (g) "Multi-Purpose Centre" means a child care establishment which usually provides the services of one or more of the above centres (but not solely a combination of subclauses (d) and (e) of this clause), and/or other children's services, and shall include a Neighbourhood Children's Centre.
- (h) "Early Intervention Service" means a service which provides individual programmes for developmentally delayed or disabled children, or children at risk of being developmentally delayed or disabled, aged 0-6 years, aimed at providing assistance to the child and his or her family in the areas of physical, emotional, social and educational needs.
- (i) "Unit" means a group or class of children which does not at any one time exceed 25 children but which need not necessarily consist of the same children at all times.
- (j) "Infants Department" means Kindergarten, Grades 1 and 2 in a recognised school.
- (k) "Recognised School" means a school registered under the provisions of the *Education Reform Act, 1990*.
- (l) "Teacher Training Institution" means an Australian College of Advanced Education, Australian Teachers College or Australian Institute of Education recognised by the Tertiary Education Commission or its replacement .
- (m) "University" means an Australian University
- (n) "Graduate" means a teacher who holds a degree from a Recognised University or Recognised Teacher Training Institution.
- (o) "Equivalent Qualifications or Equivalent Course" means a qualification or course as the case may be which the employer and the teacher agree as being equivalent to the qualification or course prescribed by the clause in question in this award, or which the Conciliation Committee determines as being so equivalent.
- (p) "Two Years Trained Teacher" means:
- (i) A teacher who has satisfactorily completed a two year full-time course of study in Early Childhood Education at a Recognised Teacher Training Institution; or
  - (ii) A teacher who was employed as a Two Years Trained Teacher as at 1 February 1991; or
  - (iii) A teacher who has acquired other equivalent qualifications; and
  - (iv) A teacher who is not otherwise classified as a Three Years Trained Teacher or a Four Years Trained Teacher shall for the purposes of salary be paid as a Two Years Trained Teacher.
- (q) "Three Years Trained Teacher" means:-
- (i) A teacher who has satisfactorily completed a Three Years full-time course of study in Early Childhood Education at a Recognised Teacher Training Institution; or
  - (ii) A teacher who, in addition to satisfying the requirements for classification as a Two Years Trained Teacher, has satisfactorily completed a course of study at Category UG2 level; or
  - (iii) A teacher who has acquired other equivalent qualifications; or
  - (iv) A teacher who was employed as a Three Years Trained Teacher as at 1 January 1985; or
  - (v) A three year Primary School trained teacher who has been recognised as equivalent by the New South Wales Department of Community Services.

- (r) "Four Years Trained Teacher means:-
- (i) A teacher who is a graduate in Education (four years full-time course); or
  - (ii) A teacher who is a graduate and who holds a Diploma in Education from a recognised University or Recognised Teacher Training Institution; or
  - (iii) A teacher who is a graduate and who has in addition satisfactorily completed a course of study at Category PG1 Level; or
  - (iv) A teacher who was employed as a Four Years Trained Teacher as at 1st January, 1985; or
  - (v) A teacher who has acquired other equivalent qualifications; or
  - (vi) A four year Primary School trained teacher who has been recognised as equivalent by the New South Wales Department of Community Services.
- (s) "Authorised Supervisor means: -A teacher who is appointed as Authorised Supervisor under the *Children and Young Persons (Care and Protection) Act* 1998 or its replacement, that is, as the person who is authorised under the Act to have the overall supervision of the provision of the child care service to which it relates and who is not appointed as a Director".

## 2. Salaries

2.1 The minimum fortnightly salary payable to full-time teachers shall, subject to the other provisions of this award, be calculated by dividing the per annum rates as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates, by 26.07.

(a) Two Years Trained Teacher

- (i) A Two Years Trained Teacher shall commence on Step 1 of the scale and progress according to normal years of service to Step 10 of the scale.
- (ii) A Two Years Trained Teacher who, by further study satisfactorily completes the equivalent of one third of a degree course, shall be paid an additional increment with retention of normal incremental date and shall thereafter progress according to normal years of service to Step 10 of the scale.
- (iii) A Two Years Trained Teacher who, as at 1 October 1991, has completed nine or more years service shall progress to Step 10 of the scale from that date.

(b) Three Years Trained Teacher

- (i) A Three Years Trained Teacher shall commence on Step 1 of the scale and progress according to normal years of service to Step 11 of the scale.
- (ii) A Three Years Trained Teacher who, as at 1 February 1991, has completed eight or more years of full-time service, or its part-time equivalent, shall progress to Step 9 of the scale with retention of normal incremental date, and shall thereafter progress according to normal years of service to Step 11 of the scale.
- (iii) A Three Years Trained Teacher being paid on Steps 1 to 10 of the scale who, by further study satisfactorily completes the equivalent of one third of degree course, shall receive a salary advance of one increment with retention of incremental date and shall thereafter progress in accordance with normal years of service to Step 11 of the scale.

## (c) Four Years Trained Teacher

- (i) A Four Years Trained Teacher shall commence on Step 1 of the scale and progress, according to normal years of full-time service as a teacher in early childhood education services for children aged up to 8 years whether conducted by the employer or not, to Step 9 of the scale.
- (ii) A Four Years Trained Teacher who, as at 1 February 1991, has completed eight or more years of full-time service, or its part-time equivalent, shall progress to Step 9 of the scale with retention of normal incremental date.

## 2.2 Part-Time and Temporary Teachers

- (a) A part-time teacher, including a temporary part-time teacher, shall be paid at the same rate as a full-time teacher with the corresponding classification, but in that proportion which the teachers normal hours of attendance bears to the hours which a full-time teacher at a Full Day Care Centre is normally required to attend.
- (b) A temporary full-time teacher shall be paid at the same rate as that prescribed for a full-time teacher with the corresponding classification.

## 2.3 Casual Teachers

- (a) The salary payable to a casual teacher shall be the appropriate rate prescribed by subclause 2.1 of this clause, in accordance with years of full-time service, divided by 816 in the case of a quarter day payment, or 408 in the case of half day payment, or 204 in the case of daily payment; PROVIDED that the maximum rate payable shall be as follows:-

Two Years Trained	Fourth Step
Three Years Trained	Fourth Step
Four Years Trained	Fourth Step

- (b) The said rates include the pro rata payment in respect of annual holidays, to which the teacher is entitled in accordance with the *Annual Holidays Act, 1944*.

## 2.4 Travelling Expenses

- (a) Where a teacher is required to use his or her vehicle in connection with the teacher's employment, other than for journeys between home and the place of employment the teacher shall be paid an allowance per kilometre of travel, as set out in Item 1 of Table 3, Other Rates and Allowances, of Part B, Monetary Rates.
- (b) Travelling and other out of pocket expenses reasonably incurred by a teacher in the course of duties required by the employer shall be reimbursed by the employer.

## 2.5 Calculation of Service

- (a) For the purpose of this clause, any teacher if required by the employer so to do, shall upon engagement establish to the satisfaction of the employer, the length of his or her teaching service in a Pre-School, Long Day Care Centre, Multi-Purpose Centre, Early Intervention Service, or in the Infants Department of a recognised school or within an Infants Department of schools registered or certified under the appropriate legislation in other States or Territories of the Commonwealth of Australia, and the period so established shall be taken to be the length of such service for the purpose of that employment.

- (b) For the purpose of this clause, a period of service other than service within paragraph (a) of this subclause, shall be counted as service in accordance with the following principles:
- (i) A period of service as a lecturer in early childhood education or child development, as a child development officer, or as a Family Day Care Co-ordinator or equivalent shall be recognised as service;
  - (ii) A period of service as a carer in the child care industry, including service as a Family Day Care carer (as recognised under State Government Regulations), and a Child Care Certificate worker or equivalent, shall be recognised as service at the rate of one increment for each completed three years so engaged to a maximum of four increments.
- (c) For the purpose of calculating service:
- (i) Any employment as a full-time employee (including employment as a temporary full-time employee) as referred to in paragraphs (a) and (b) of this subclause shall be counted as service.
  - (ii) The amount of service of a part-time teacher (including a temporary part-time teacher) shall be calculated by reference to the ratio which the number of hours taught by the teacher in any year bears to the normal number of hours taught by a full-time teacher at a Full Day Care Centre in the same year; Provided that a period of part-time service in terms of paragraph (b) of this subclause shall count as service in the proportion that the part-time employment bears to full-time employment in that occupation.
  - (iii) Casual teachers shall be entitled to normal incremental progression for each total of 204 full days of service or its equivalent; PROVIDED that only service performed in the preceding four years shall be included in determining incremental progression.
  - (iv) Provided also that the salary incremental date of any teacher who has taken leave without pay may be altered by adding the period of such leave without pay to the salary incremental date applicable to that teacher prior to the leave without pay.

## 2.6 Re-Classification

The transfer to a higher salary scale of a teacher who has completed a course of training which makes the teacher eligible to be so transferred and the progression of such teacher through the salary steps on that higher salary scale shall be effected as follows:

- (a) A teacher seeking such transfer shall make application in writing to the employer and shall attach to such application documentary evidence establishing that he or she has had or will have conferred on him or her the diploma, degree or equivalent recognition of the completion of the course of training which makes him or her eligible to be so transferred.
- (b) Where an application is made under paragraph (a) of this subclause, which establishes that a teacher is eligible to be transferred to a higher salary scale, such transfer shall take effect:-
  - (i) From the beginning of the first pay period to commence on or after the date the teacher undertook the last paper in the final examination in the course of training which creates the eligibility for transfer, or from the beginning of the first pay period to commence on or after the date of completion of formal course requirements, whichever is the later. Provided that the application for transfer is received by the employer no later than the first Pre-School day of the Pre-School term following the conferral of the diploma, degree or equivalent recognition of the completion of such course of training; or
  - (ii) Where the application for transfer is not received by the employer within the time specified in subparagraph [i] of this paragraph, from the beginning of the first pay period to commence on or after the date on which the employer receives such application.

A teacher who has completed a course of training entitling the teacher to transfer to a higher salary scale pursuant to this subclause shall, for the purpose of advancing through the steps on the higher salary scale to which the teacher has been so transferred, retain the teachers normal salary incremental date.

Provided that if the transfer of the teacher to the higher salary scale coincides with the teacher's normal salary incremental date, the increments shall be applied prior to the teacher being transferred to the higher salary scale.

- (c) The teacher shall be transferred to the salary step on the higher salary scale which shall be determined by the teacher's years of service on the lower salary scale.
- (d) The transfer to a higher salary scale of a teacher who has acquired a qualification (other than the completion of a course of training) which makes the teacher eligible to be so transferred, and the progression of such teacher through the steps on that higher salary scale shall be effected in accordance with the provisions of paragraphs (a), (b) and(c) of this subclause.

## 2.7 Payment of Salary

- (a) The salary payable to any full-time and part-time teacher pursuant to this clause shall be payable fortnightly or half monthly by either cash, cheque or electronic funds transfer into an account nominated by the teacher. Casual teachers may, by mutual agreement, be paid in the same manner as full-time teachers.
- (b) For the purposes of implementation of increases from a State Wage Case, a half monthly pay period shall be deemed to commence on the first date occurring after the operative date of any increase in salaries given under the State Wage Case decision, calculated by fortnightly periods commencing on the 31 January, 1977.
- (c) The rates of pay in this award include the adjustments payable under the State Wage Case of May 2001. 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.
- (d) Where the pay day for a half-monthly pay period falls on a Saturday, Sunday or public holiday, salaries shall be paid on the day not being a Saturday, Sunday or public holiday immediately preceding said pay day.

## 2.8 Overpayments

Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the teacher, the relevant parties shall seek agreement on the matter of the overpayment including, when necessary and appropriate, discussion between the New South Wales Independent Education Union and relevant employer representatives.

## 2.9 Salary Packaging

- (a) Where agreed between the employer and a full-time or part-time employee, an employer may offer salary packaging in respect of the employees annual remuneration including allowances. Neither the employer nor the employee may be compelled to enter into a salary packaging agreement.
- (b) Salary packaging shall mean that the employee will have part of their annual remuneration including allowances packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.

- (c) The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this award and shall be subject to the following provisions:
- (i) the employer shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
  - (ii) where there is an agreement to salary package, the agreement shall be in writing and made available to the employee;
  - (iii) the employee shall have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the employee shall be provided with a printout of the relevant information, or if maintained manually, on request;
  - (iv) the employer has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of changes to the operation of legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
  - (v) prior to entering into any salary packaging agreements, the employee will be given the opportunity by the employer to seek independent advice in respect of salary package arrangements including advice from the union;
  - (vi) in the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to whichever is the higher of:
    - (1) the ordinary time rate of pay that applied to the employee prior to the commencement of the salary packaging agreement; or
    - (2) the applicable rate specified in Table 1, Rates of Pay of this Award.
  - (vii) notwithstanding any of the above arrangements, the employer or employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party;
  - (viii) Superannuation Guarantee Contributions will be calculated with reference to the annual remuneration including allowances the employee would have been entitled to receive but for the salary packaging arrangement;
  - (ix) any payment including any allowances, penalty rates, overtime, payment for unused leave entitlements shall be calculated by reference to the annual remuneration including allowances which would have applied to the employee but for the salary packaging arrangement and payable during employment or on termination of employment or on death;
  - (x) unless there is agreement between the employer and the employee to the contrary, all salary packaging arrangements shall cease during any period

### **3. Payment on Termination and Adjustment of Salary for Teachers Who Commence Employment After the Pre-School Service Date and for Teachers Who Take Approved Leave Without Pay**

3.1 This clause will apply:

- (a) in lieu of the corresponding provisions of the Annual Holidays Act, 1944; and
- (b) notwithstanding any other provisions in this award.

3.2 The provisions of this clause shall apply where:

- (a) a teacher's employment ceases;

- (b) a teacher commences employment after the Pre-School service date; or
- (c) where a teacher takes approved leave without pay;

and payments shall be made to such teachers by application of the formula prescribed by subclause 3.3 of this clause and, if relevant, by the application of the provisions of subclauses 3.5 and 3.6 of this clause in combination.

### 3.3 Calculation of Payments

- (a) Payments made pursuant to this clause shall be calculated in accordance with the following formula:

$$P = \frac{s \times c}{b} d$$

Where:

- P is the payment due.
  - S is the total salary paid in respect of term weeks, or part thereof, since the anniversary of employment (or date of employment in circumstances where a teacher has been employed by the Pre-School for less than one year).
  - b is the number of term weeks, or part thereof, in the year.
  - c is the number of non-term weeks, or part thereof, in the year.
  - d is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the anniversary of employment (or date of employment in circumstances where a teacher has been employed by the Pre-School for less than one year).
- (b) For the purpose of this clause:
    - (i) "Pre-School Service Date" means the usual commencement date of employment at a Pre-School for teachers who are to commence teaching on the first day of the first term.
    - (ii) "Teacher" means any teacher other than a casual teacher.

### 3.4 Termination of Employment

A teacher shall be entitled on termination of employment to a payment calculated in accordance with this clause.

### 3.5 Teachers Who Commence Employment After the Pre-School Service Date

Where a teacher commenced employment after the Pre-School Service Date in any Pre-School year and such employment is to continue into the next Pre-School year:

- (a) the teacher shall be paid at the conclusion of Term IV in the first calendar year of employment in accordance with this clause;
- (b) the anniversary of employment for the purposes of the calculation of payments under this clause shall in each succeeding year of employment be the Pre-School Service Date;
- (c) any period for which the teacher has not been paid by the operation of this subclause, shall be deemed to be leave without pay, and no salary or other payment other than payment under this clause shall be made.



### 3.6 Teachers Who Take Approved Leave Without Pay

Where a teacher takes leave without pay with the approval of his or her employer for a period which (in total) exceeds 20 pupil days in any year, he or she shall be paid salary calculated in accordance with this clause as follows:-

- (a) If the leave without pay commences and concludes in the same Pre-School year:-
  - (i) subject to subparagraph (ii) of this paragraph, the payment shall be calculated and made at the conclusion of Term IV of that Pre-School year; and
  - (ii) if the leave without pay commences on the day following the last teaching day of a term and concludes on the day preceding the first teaching day of a term in the same year, a payment shall be calculated and made:-
    - (A) at the commencement of the leave in respect of that year, and
    - (B) at the end of Term IV in accordance with paragraph (c) of this subclause.
- (b) If the leave without pay is to conclude in a Pre-School year following the Pre-School year in which the leave commenced:-
  - (i) at the commencement of the leave a payment shall be calculated and made in respect of the Pre-School year in which the leave commences, and
  - (ii) at the end of Term IV in the Pre-School year in which the leave concludes a payment shall be calculated and made in respect of that Pre-School year.
- (c) The payment to be made to a teacher at the conclusion of Term IV of a Pre-School year:
  - (i) pursuant to section (B) of subparagraph (ii) of paragraph (a) of this subclause;
  - (ii) or in circumstances where, with the agreement of the employer, a teacher who has been paid pursuant to subparagraph (i) of paragraph (b) of this subclause returns from leave during the Pre-School year in which the leave commenced,  
  
shall be determined by:
    - (A) applying the formula in subclause 3.3 of this clause as if no payment had been made to the teacher pursuant to section (A) of subparagraph (ii) of paragraph (a) of this subclause or subparagraph (i) of paragraph (b) of this subclause; and
    - (B) deducting from that amount the amount paid to the teacher pursuant to section (A) of subparagraph (ii) of paragraph (a) of this subclause or subparagraph (i) of paragraph (b) of this subclause.
- (d) Notwithstanding the provisions of paragraph (a) of subclause 3.1 of this clause, a teacher shall not pursuant to this clause be paid an amount in respect of a year of employment which is less than the amount to which the teacher would otherwise be entitled under the provisions of the *Annual Holidays Act 1944*, in respect of a year of employment.

## 4. Annual Holiday Loading

- 4.1 Subject to subclause 4.6 of this clause, where a teacher other than a casual teacher, is given and takes his or her annual holiday commencing at the beginning of the Pre-School summer vacation each year he or she shall be paid an annual holiday loading calculated in accordance with this clause.
- 4.2 The loading shall be payable in addition to the pay payable to the teacher for the period of the Pre-School vacation.

- 4.3 The loading shall be calculated:-
- (a) in relation to such period of a teacher's annual holiday as is equal to the period of annual holiday to which the teacher is entitled for the time being under the Annual Holidays Act, 1944 at the end of each year of the teachers employment; where relevant,
  - (b) the period of annual leave calculated under subclause 4.6 of this clause.
- 4.4 The loading shall be the amount payable for the period specified in subclauses 4.3 or 4.6 of this clause at the rate of 17 1/2 per cent of the weekly equivalent of the teacher's annual salary.
- 4.5 For the purpose of this clause, "salary" shall mean the salary payable to the teacher at the first day of December of the year in which the loading is payable together with, where applicable, the allowance prescribed by paragraph (a) of subclause 5.1 of clause 5, Director's Allowance, but not including any other allowance or amount otherwise payable in addition to salary.

Provided:

Where subclause 4.6 of this clause applies, "salary" shall mean the salary (together with allowances payable as aforesaid) payable immediately prior to the payment made to the teacher pursuant to clause 3, Payment on Termination and Adjustment of Salary for Teachers Who Commence Employment After the Pre-School Service Date and for Teacher Who Take Approved Leave Without Pay, of this award.

- 4.6 Where a teacher receives a payment pursuant to the said clause 3, including the case where a teachers employment is terminated during the Pre-School year for a reason other than misconduct, he or she shall be entitled to be paid for that part of such fraction of the annual holiday loading he or she would be entitled to for the full Pre-School year as is equal to the fraction which the number of Pre-School weeks worked by him or her in that year bears to the number of weeks he or she would be normally required by the employer to work in a full Pre-School year.

## **5. Director's and Authorised Supervisor Allowance**

### **5.1 Director's Allowance**

- (a) A full-time teacher who is appointed as a Director as defined in Clause 1, Definitions, of this award shall be paid, in addition to the amounts payable pursuant to clause 2, Salaries, on a fortnightly basis, an allowance for a Director calculated by dividing the per annum rates set out in Table 2 - Director's Allowance, of Part B, Monetary Rates, by 26.07.
- (b) A part-time teacher who is appointed as a Director as defined in Clause 1, Definitions, shall be paid, in addition to the amounts payable pursuant to clause 2, Salaries, an allowance in accordance with Table 2 - Director's Allowance, a proportionate basis to the hours they work.
- (c) Any teacher required by the employer to act as Director for at least ten consecutive working days shall be paid for so doing at the rate prescribed for that position.

Provided that a teacher shall not be required to carry out such duties in an acting capacity for more than a full year except that a teacher may be required to carry out such duties for up to two full years where such a teacher is replacing a Director who is on leave for a specified period in excess of a full year.

### **5.2 Authorised Supervisor's Allowance**

- (a) A full-time teacher who is an Authorised Supervisor as defined in clause 1, Definitions, shall be paid an allowance as set out below and shall be advised by the employer on appointment which allowance is to apply:
  - (i) Where the licensee is involved in the operation of the service for an average of 20 hours or more per week or an average of 80 hours or more in a four week period and a Director

is not employed, the Authorised Supervisor shall be paid, in addition to the amounts payable pursuant to clause 2, Salaries on a fortnightly basis an allowance by dividing the per annum rates set out in Table 4 - Authorised Supervisor's Allowance of Part B, Monetary Rates, by 26.07

- (ii) Where the licensee is involved in the operation of the service for an average of less than 20 hours per week or an average of less than 80 hours over a four week period and a Director is not employed, the Authorised Supervisor shall be paid, in addition to the amounts payable pursuant to clause 2, Salaries on a fortnightly basis an allowance by dividing the per annum rates set out in Table 5 - Authorised Supervisors Allowance of Part B, Monetary Rates, by 26.07.
- (iii) Where a Director is employed and is not the Authorised Supervisor, the Authorised Supervisor shall be paid in addition to the amounts payable pursuant to clause 2, Salaries on a fortnightly basis an allowance calculated by dividing the per annum rates set out in Table 4 - Authorised Supervisors Allowance.

Provided that a teacher appointed as an Authorised Supervisor who is not in receipt of the Directors Allowance, shall not be responsible for the day to day operation and management of the Early Childhood Services Centre.

- (b) Where a licensee proposes to change his/her hours of attendance which would result in a change in the entitlement of the allowance set out in Table 4 or 5 Authorised Supervisor's Allowance of Part B, Monetary Rates four weeks written notice will be given.
- (c) A part-time teacher who is appointed as an Authorised Supervisor, as defined in Clause 2, Definitions of this Award, shall be paid, in addition to the amounts payable pursuant to clause 3, Salaries of this Award, an allowance in accordance with Table 4 or 5 - Authorised Supervisor's Allowance on a proportionate basis to the hours they work.
- (d) Any teacher required by the employer to acts as Authorised Supervisor for at least ten consecutive working days shall be paid for so doing at the rate prescribed for that position.

Provided that a teacher shall not be required to carry out such duties in an acting capacity for more than a full year except that a teacher may be required to carry out such duties for up to two full years where such a teacher is replacing a Authorised Supervisor who is on leave for a specified period in excess of a full year.

It is not intended that Directors shall be displaced by the appointment of an Authorised Supervisor as a result of the operation of this clause.

## **6. Personal Leave**

- 6.1 A full-time, temporary or part-time teacher shall be entitled to 15 days' leave with pay in the first year of service with the employer and 25 days' leave with pay in the second and subsequent continuous years of service with the same employer.

Provided during the first three months of service with an employer the period of leave shall not exceed five days. Following the completion of three months' service with an employer, the teacher shall be entitled to the balance of leave not taken up to maximum of 15 days in the first year of service.

- 6.2 The personal leave outlined in subclause 6.1 can be taken as:
- (a) Up to one day's leave on the date of the spouse's confinement or on the day on which she leaves hospital following a confinement; and/or
  - (b) Up to one day's leave for the purpose of adopting a child; and/or

- (c)
- (i) Up to three days' bereavement leave up to and including the day of the funeral, on the death within Australia of a member of the teacher's family or household (as defined in section (ii) of subparagraph (c) of subclause 6.7 1 of this clause). A teacher must notify the employer as soon as practicable of the intention to take bereavement leave and will provide, to the satisfaction of the employer, proof of death.
  - (ii) Bereavement leave shall be available to the teacher in respect of the death of a person prescribed for the purposes of personal/carer's leave as set out in subclause 6.7(1)(c)(ii) of this clause, provided that for the purpose of bereavement leave, the teacher need not have been responsible for the care of the person concerned.  
  
Provided that a teacher shall not be entitled to bereavement leave under this clause during any period in respect of which the teacher has been granted other leave.
  - (iii) Provided that bereavement leave may be taken in conjunction with other leave available under paragraphs 6.7.1, 6.7.2, and 6.7.3, of subclause 6.7 of this clause. In determining such a request the employer will give consideration will be given to the circumstances of the teacher and the reasonable operational requirements of the employer; and/or
  - (iv) Bereavement entitlements for casual teachers
    - (1) Subject to the evidentiary and notice requirements in (i) casual teachers are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in (ii) of subparagraph (c) of subclause 6.7 1.
    - (2) The employer and the teacher shall agree on the period for which the teacher will be entitled to not be available to attend work. In the absence of agreement, the teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance
    - (3) An employer must not fail to re-engage a casual teacher because the teacher accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual teacher are otherwise not affected.
  - (d) Up to one day's leave on the day of an examination of a course run by a recognised teaching institution undertaken by the teacher to further his or her early childhood teacher training; and/or
  - (e) Personal Carer's leave in accordance with the provisions outlined in subclause 6.7 of this clause; and
  - (f) Sick leave - a teacher may take all of their personal leave entitlement as sick leave provided that five days of their personal leave entitlement in every year is only used as sick leave.

6.3 The taking of leave outlined in subclause 6.2 of this clause shall be subject to the following conditions and limitations:

- (a) A teacher intending to take leave shall notify the employer at the earliest practicable opportunity and in any event prior to the commencement of the first activity for the day of:
  - (i) inability to attend work; and
  - (ii) the reason for their inability to attend work; and
  - (iii) the estimated duration of the absence.

- (b) A teacher who fails to comply with the procedure outlined in paragraph (a) of this subclause shall not be entitled to paid leave unless they can satisfy the employer that they took all reasonable steps to notify the employer or were unable to take such steps.
- (c) To qualify for sick leave, a teacher may be required to provide evidence satisfactory to the employer that they were sick.
- (d) A teacher shall not be entitled to sick leave for any period in respect of which such teacher is entitled to workers compensation.

6.4 Notwithstanding the provisions of subclauses 6.1 and 6.2 of this clause, the personal leave entitlement of a part-time teacher and temporary teacher shall be in that proportion which the teacher's number of working hours in a full Pre-School week bears to the number of working hours which a full-time teacher at that Pre-School is normally required to work.

6.5 Untaken leave in the second year of service and thereafter shall accumulate up to a maximum of 120 days. Subject to the provisions of subclause 6.7, Personal Carer's Leave, such accumulated leave may only be taken as sick leave.

#### 6.6 Transitional Arrangements

Notation: The following transitional arrangements will apply

- (a) Teachers employed prior to 18 October 1996 in accordance with the Teachers (Non-Government Pre-Schools) (State) Award published 15 July 1987 (245 I.G. 702), as varied, retained all full-pay sick leave accumulated in accordance with that award.
- (b) All half-pay sick leave entitlements accumulated prior to 18 October 1996 in accordance with the said award were converted to half the number of days on full pay and added to the existing, full-pay, sick leave accumulation.

#### 6.7 Personal Carer's Leave

##### 6.7.1 Use of Sick Leave

- (a) A teacher, other than a casual teacher, with responsibilities in relation to a class of person set out in subclause 6.7.1(c)(ii) of this clause who needs the teacher's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in subclauses 6.1 and 6.2 of this clause, 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 teacher 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 teacher.

In normal circumstances, a teacher 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 teacher being responsible for the care of the person concerned; and

- (ii) the person concerned being: -
- a spouse of the teacher; or
  - 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
  - a child or an adult child (including an adopted child, a foster child or an ex nuptial child), parent (including foster parent and legal guardian), grandparent, grandchild or sibling of the teacher or spouse or defacto spouse of the teacher; or
  - a same sex partner who lives with the teacher as the de facto partner of that teacher on a bona fide domestic basis; or
  - a relative of the teacher who is a member of the same household, where for the purposes of this paragraph: -
    1. "relative" means a person related by blood, marriage of affinity;
    2. "affinity" means a relationship that one spouse because of marriage has to blood relatives or the other; and
    3. "household" means a family group living in the same domestic dwelling
- (d) A teacher 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 teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give prior notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

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

Where the parties are unable to reach agreement the disputes procedure at clause 12 should be followed.

#### 6.7.2 Unpaid Leave for Family Purpose

A teacher 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 subclause 6.7.1(c)(ii) above who is ill or who requires care due to an unexpected emergency.

#### 6.7.3 Personal Carers Entitlement for Casual Teachers

- (a) Subject to the evidentiary and notice requirements in subclause 6.7.1(a) and 6.7.(b) of this clause, casual teachers are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 6.7.1(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 teacher shall agree on the period for which the teacher will be entitled to not be available to attend work. In the absence of agreement, the teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance.

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

## 7. Miscellaneous

7.1 The normal duties of teachers shall include playground duties, sports duties and usual extra-curricular activities associated with a Pre-School.

7.2 Crib Break

Not more than thirty (30) minutes nor less than 20 minutes shall be allowed to teachers each day for a midday paid crib break. Such crib break shall be counted as time worked.

Provided however that a teacher may, by agreement with the employer, leave the premises or elect not to be on call during the crib break. Where a reasonable request has been made by the teacher, the employer shall give favourable consideration to any such request. During this time the teacher cannot be counted as part of the child/staff ratios under the Children (Care and Protection) Act 1987. Such time away from the premises or not on call shall not count as time worked nor shall any payment be made for such time.

However, if the teacher is called back to perform any duties within the centre or the break is interrupted for any reason the teacher shall be paid at time and a half for a minimum of 15 minutes and thereafter to the nearest quarter hour until an uninterrupted break or the balance of the break is taken.

Notation:

It is agreed between the parties that any agreement between the teacher and the employer concerning an unpaid crib-break must be genuine. For example, a teacher cannot be required by the employer to agree to an unpaid crib-break as a condition of ongoing employment. Any agreement should be recorded in writing and kept with pay records. It is agreed between the parties to the award that the IEU may apply to vary this provision during the nominal term of this award (while the employers retain the right to oppose the particular variation sought by the IEU) should the IEU be able to demonstrate that the clause is not operating as intended by the parties.

7.3 Professional Development, Training and Planning

- (a) Teachers are responsible for ensuring that they are aware of new developments in early childhood education. However, the parties recognise that continuing professional development of teachers is a joint responsibility of both the employer and the teacher.
- (b) The employer may request a teacher to attend any courses in non-term time or after hours relating to professional development, training and planning. The teacher cannot unreasonably refuse to attend such courses. Provided that a full-time teacher who receives no more than four weeks' annual leave in a year shall receive time in lieu for time actually spent at any courses outlined in this clause.
- (c) Teachers are responsible for ensuring that centres are ready for operation on the first day of each term.
- (d) Any dispute in relation to attendance shall be dealt with in accordance with clause 12, Disputes and Grievance Procedures.

7.4 First Aid Certificate

- (a) Teachers shall be required to obtain and maintain an approved first aid certificate.
- (b) Attendance at a first aid course shall be in the teacher's own time.

### 7.5 Non Contact Time

- (a) Teachers shall receive a minimum of one and a quarter hours per week non contact time to perform programming and planning duties. Teachers will not be required to supervise children during this time.
- (b) Teachers appointed as Directors or Authorised Supervisors shall receive a minimum of two and half hours per week to perform administrative duties.

## 8. Other Leave

### 8.1 Long Service Leave

See the *Long Service Leave Act 1955*

### 8.2 Residential Study Leave

A teacher, who for the purposes of furthering his or her Early Childhood teacher training, enrolls in any course at a recognised University or recognised Teacher Training Institution shall be granted leave without pay for the purpose of attending any compulsory residential school which is a part of such course.

### 8.3 Parental Leave

8.3.1 Refer to the *Industrial Relations Act 1996* (NSW)

8.3.2 An employer must not fail to re-engage a regular casual teacher (see section 53(2) of the Act) because:

- (a) the teacher or teacher's spouse is pregnant; or
- (b) the teacher is or has been immediately absent on parental leave.

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

#### 8.3.3 Right to Request

- (a) A teacher entitled to parental leave may request the employer to allow the teacher:
  - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
  - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
  - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the teacher in reconciling work and parental responsibilities.
- (b) The employer shall consider the request having regard to the teacher's circumstances and, provided the request is genuinely based on the teacher's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.



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

The teacher's request and the employer's decision made under 8.3.3(a)(ii) and 8.3.3(a)(iii) must be recorded in writing.

- (d) Request to Return to Work Part-Time

Where a teacher wishes to make a request under 8.3.3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the teacher is due to return to work from parental leave.

#### 8.3.4 Communication During Parental Leave

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

8.3.5 This variation shall take effect from 19 December 2005.

#### 8.4 Jury Service

- (a) A full time or part time teacher required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The teacher shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of the teacher's attendance for such jury service and the amount of wage the teacher would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service.
- (b) The teacher shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The teacher shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance

### 9. Union Representatives

- 9.1 The employer shall permit the union representative in the Pre-School to post union notices relating to the holding of meetings on a staff room notice-board.
- 9.2 The union representative shall be permitted in working hours (other than time-tabled teaching hours) to interview the employer on union business. Such interview shall take place at a time and place convenient to both parties.
- 9.3 Meetings of union members who are employed at the Pre-School may be held on the Pre-School premises at times and places reasonably convenient to both union members and the employer.

**10. Terms of Engagement and Information to be Provided to Teachers**

## 10.1

- (a) The employer shall provide all full-time, part-time and temporary teachers with a letter of appointment on engagement stating the classification and rate of salary on appointment, the hours of operation of the Centre, the teachers' entitlements as to personal leave, annual leave and long service leave, the procedure as to alteration of days of attendance and notice on termination.
- (b) The hours of attendance of a full-time teacher may be varied at the commencement of each calendar year or by giving four weeks' notice during term time or with the agreement of the teacher at any time provided that the total hours of attendance cannot be increased except by mutual agreement.
- (c) The normal hours of work and days of attendance of a part-time teacher may be varied at the commencement of each calendar year or by giving four weeks' notice during term time, provided that the days of attendance and normal hours of work may be varied or increased at any time by mutual agreement between the employer and the teacher.

10.2 The employer may, if the employer deems appropriate, provide a teacher of children with special needs with a letter of appointment which outlines the teacher's teaching load, days of attendance, and place of employment which may be varied throughout the period of engagement. Such variations would occur from term to term with not less than four weeks' notice or otherwise by agreement.

10.3 The employment of a teacher during the first three calendar months of employment shall be probationary if the employer has advised the teacher on or prior to the engagement that there is a probationary period. Either party may terminate the employment during this period by two weeks notice.

The foregoing shall not affect the right of the employer to dismiss any teacher summarily for incompetence, misrepresentation, neglect of duty or other misconduct.

Notation: It is strongly recommended that prior to terminating a teacher's employment under this clause an employer:

- (a) clearly identify to the teacher the problems they have with his or her employment; and
- (b) clearly outline their expectations as to how a teachers performance should improve, and
- (c) give a teacher a reasonable time frame to improve his or her behaviour.

10.4 Subject to subclause 10.3 of this clause, the employment of any teacher (other than a casual teacher) shall not be terminated without at least four Pre-School term weeks notice on either side or the payment of or forfeiture of four weeks' salary in lieu of notice. Provided that such four weeks' notice shall expire within the Pre-School term during which it is given, and shall expire either:-

- (a) at the end of the said Pre-School term, or
- (b) at least two weeks before the end of the said Pre-School term.

10.5 The foregoing shall not affect the right of the employer to dismiss summarily any teacher for incompetence, misrepresentation, neglect of duty or other misconduct.

10.6 Upon the termination of service of a teacher other than a casual teacher the employer shall provide a statement of service setting out the length of service, the age of children taught, the positions held and any special and/or additional duties performed by such teacher.

## 10.7

- (a) On termination of casual employment, the employer shall indicate on the teacher's service card (see Attachment A - Record of Casual Employment) the length of service with that employer.
- (b) Upon request, a casual teacher shall be supplied with a statement setting out the number of days of duty undertaken by the casual teacher during the period of his or her engagement provided such request is made during or on termination of the casual engagement.

## 10.8 Where an employer proposes either:

- (a) to make alterations to the Pre-School in which a teacher is employed, or
- (b) to transfer a teacher from the Pre-School in which the teacher is employed,

which shall have the consequence that the provisions of this award will no longer apply to the teacher, the employer shall as soon as practicable in any case after a firm decision has been made, give the teacher notice of the change, and shall if the teacher so requests hold discussions

- (i) with the teacher, or
- (ii) with a representative of the teacher,

as soon as practicable after making the decision and in any event not less than four weeks prior to the implementation of the decision.

## 10.9 Job Share

The parties recognise that job share involves the following principles:

- (a) Job share for all teachers shall mean dividing the one job so that job share teachers have equal responsibility or share responsibility.
- (b) The division of work has to be negotiated and mutually suitable to all parties.
- (c) Job share teachers are treated as part-time teachers and receive pro rata entitlements.
- (d) If a job share teacher is ill, or on annual leave or a rostered day off, then the other teacher may be offered the day(s) of work by the employer. This work, if accepted, is to be paid at ordinary rates in accordance with clause 2, Salaries.
- (e) If a job share teacher leaves the employment, the remaining teacher may be offered the residue of employment.

If the employer does not wish to offer the residue of employment or part thereof to the teacher, and the parties wish to continue the job share arrangement the employer may consult with the teacher about the implementation of a new arrangement, including the selection of a new teacher to fill the balance of the position. If the employer or the teacher does not propose to continue the job share arrangement the remaining teacher may be employed on a part-time basis.

- (f) Adequate opportunities for consultation between job share teachers will be provided by the employer.
- (g) The employer may determine the number of job share positions in any centre.

## 10.10 Redundancy

Refer to Part C of this award.

### 11. Procedure for Dealing With Job Performance Problems

It is recommended that employers follow the procedure outlined below when dealing with job performance related problems:

- (a) Where a problem(s) arises with respect to a teacher's performance of his/her duties the employer should discuss the problem with the teacher who will be given an opportunity to respond.
- (b) The employer should:-
  - (i) clearly identify the problem;
  - (ii) clearly outline their expectations;
  - (iii) set a reasonable period of time for the problem to be rectified;
  - (iv) provide a review period at the end of the time period; and
  - (v) note the results of the meeting in a diary.
- (c) If the problem(s) continues to exist then a formal warning should be given to the teacher in writing or in the presence of a witness. The warning should set out:-
  - (i) what aspects of the teacher's performance need to be improved;
  - (ii) what should be done to rectify the problem;
  - (iii) what assistance will be provided;
  - (iv) a specified period for review; and
  - (v) the action already taken by the employer and what further action may be taken if the performance problem is not rectified.

The employer should note the results of the meeting in a diary.

- (d) If the specified problem(s) are not rectified, the employer should give the teacher a final warning. This may be in writing or issued in the presence of a witness specifying the process already taken by the employer and the fact that if the performance of the teacher does not improve the employment of the teacher will be terminated. The employer should identify the performance problem(s), the employer's expectations, the steps required to rectify the problem(s) and a time period for review. The employer should note the results of the warning in a diary.
- (e) Where a teacher's performance improves as a result of a review period, the employer should notify the teacher that the period of review is completed and that the required improvement in the teacher's performance has been achieved.
- (f) The employer and teacher are entitled to have a witness present at any step in the process and may be represented by an industrial organisation of employees or an industrial organisation of employers.
- (g) An employer has a right to dismiss a teacher summarily for misrepresentation, neglect of duty or misconduct.
- (h) Nothing in this procedure shall be construed to override an employer's discretion to adopt a procedure other than contained in this clause. However, the employer should advise the teacher of any other procedure.

Nothing in this procedure shall be construed to remove the right of a teacher or employer to refer a dispute to the Industrial Relations Commission of New South Wales pursuant to the Industrial Relations Act 1996.

## **12. Disputes and Grievance Procedures**

### 12.1 Procedures relating to grievances of individual teachers

- (a) The teacher shall notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- (b) The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) At the conclusion of the discussion, the employer must provide a response to the teacher'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 teacher may be represented by an industrial organisation of employees.

### 12.2 Procedures relating to disputes etc. between employers and teachers

- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher level of authority.
- (b) Reasonable time limits must be allowed for discussion at each level of authority.
- (c) While a procedure is being followed, normal work must continue.
- (d) The employer may be represented by an industrial organisation of employers and the teachers may be represented by an industrial organisation of employees for the purposes of each procedure.

## **13. Savings Clause and Leave Reserved**

13.1 A teacher's conditions of employment, other than those provided in this award, shall not be altered as a consequence of the introduction of this award.

13.2 Leave is reserved to the New South Wales Independent Education Union to apply in relation to procedures relating to child protection.

## **14. Superannuation**

### 14.1 Definitions

For the purpose of this clause:

- (a) "Basic earnings" shall mean:
  - (i) the rate of salary prescribed from time to time by this award,
  - (ii) the amount of any allowance prescribed from time to time including the allowance payable to a Director and any shift loading which may be payable pursuant to this award.

- (b) "Teacher" means a teacher, Director or authorised supervisor and includes a casual, part-time, or temporary teacher.
- (c) "HESTA" means the Health Employees Superannuation Trust Australia, established by Trust Deed Articles on 30 July 1987.
- (d) "ASSET" means the Australian Superannuation Savings Employment Trust constituted by a Deed made 14 October 1987.

#### 14.2 Fund

- (a) For the purposes of this clause, contributions made by employers in accordance with the provisions of subclause 14.3 of this clause shall be as follows:
  - (i) the employer shall offer each teacher a choice between HESTA or ASSET;
  - (ii) the teacher shall nominate the fund into which contributions shall be made.
- (b) Each employer shall become a participating employer in HESTA and/or ASSET in accordance with the choice of teachers of the employer.
- (c) Each employer shall become party to HESTA or ASSET upon the acceptance of the respective Trustee of a Deed of Adoption, duly signed and executed by each employer and the respective Trustee.
- (d) A teacher shall become eligible to join HESTA or ASSET in accordance with the following:
  - (i) in the case of a teacher who is employed at 1 July 1988, from the beginning of the first pay period commencing on or after 1 July 1988, and
  - (ii) in the case of a teacher employed after 1 July 1988, from the beginning of the first pay period commencing on or after the teachers date of engagement.

#### 14.3 Benefits

- (a) Except as provided in paragraphs (c) and (d) of this subclause, each employer shall, in respect of each teacher employed by it, pay contributions to the respective Trustee at the rate of 9% of the teacher's basic earnings.
- (b) Contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements of the respective Fund.
- (c) An employer shall not be required to make contributions pursuant to this clause in respect of a teacher in respect of a period when that teacher is absent from his or her employment without pay.
- (d) Part-time and Casual Teachers

An employer shall pay contributions pursuant to this clause at the rate of 3% if the basic earnings of the casual or part-time employee are between \$200 and \$450 per calendar month and 9% if the basic earning exceeds \$450 per calendar month.
- (e) Where a new teacher commences in employment, the employer shall advise the teacher in writing of the teacher's entitlements under this clause and of the action to be taken by the teacher to obtain the benefit of those entitlements.
- (f) Notwithstanding the date upon which a teacher signs an Application Form, contributions in accordance with paragraph (a) of this subclause shall be made from the date when the teacher became eligible for membership

#### 14.4 Records

The employer shall retain all records relating to the calculation of payments due to the Fund(s) in respect of each teacher and such records shall be retained for a period of six years.

#### 14.5 Exemptions

Employers of teachers who are eligible to become contributors to the following Superannuation Funds or any schemes replacing such Funds shall be exempt from the provisions of this clause:

State Superannuation Fund

State Public Service Superannuation Scheme

Public Authorities Superannuation Scheme

14.6 Leave is reserved to the Employers' Federation of New South Wales to vary this clause following the decisions of the Full Commission in the Nurses Superannuation Case Matter No. IRC 883, 884 and 995 of 1994.

### 15. Enterprise Consultation

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

### 16. Labour Flexibility

- (a) An employer may direct a teacher to carry out such duties as are within the limits of the teachers skill, competence and training provided that such duties are not designed to promote deskilling.
- (b) An employer may direct a teacher to carry out such duties and use such tools and equipment as may be required provided that the teacher has been properly trained in the use of such tools and equipment.

Any direction issued by an employer pursuant to subclauses (a) and (b) of this clause shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

### 17. Anti-Discrimination

- 17.1 It is the intention of the parties bound by this award to seek to achieve the objective of section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 17.2 It follows that, in fulfilling their obligations under the dispute resolution procedure prescribed by this award that parties have obligations to take all reasonable steps to ensure that the operations of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 17.3 Under the *Anti Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 17.4 Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempt for 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 on any State or federal jurisdiction.

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

#### 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."

#### 18. Area, Incidence and Duration

- 18.1 This award shall apply to all teachers employed in Pre-Schools licensed as child care centres under the *Children (Care and Protection) Act 1987*, and all teachers employed in Early Intervention Services where the hours and conditions of work of such teachers approximate those hours and conditions of work of a teacher in a recognised school, excepting:
- (a) Teachers of music or other individual arts who are remunerated on an individual fee basis; and
  - (b) Members of a recognised religious teaching order and/or Clerks in Holy Orders, and/or Ministers of Religion (including a Minister-teacher or a Missionary-teacher who is a member of the Seventh Day Adventist Church and who teaches in a school operated by a local Conference of the Australasian Division of the Seventh Day Adventist Church) provided that application may be made on behalf of any such member to be included within the scope of this award; and
  - (c) Employees of all city, municipal, shire and county Pre-Schools; and
  - (d) Employees within the jurisdiction of the Independent Schools and Colleges, General Staff &c (State) Industrial Committee and the Kindergartens &c (State) Industrial Committee; and
  - (e) Persons employed in Pre-Schools conducted by the KU Children's Services; and
  - (f) Teachers covered by the Teachers (Catholic Early Childhood Service Centres and Pre-Schools) (State) Award made on 1 July 2005 as varied; and
  - (g) Teachers covered by the Teachers (Independent Schools) (State) Award published on 26 January 2007 (361 I.G 1427).
- 18.2 This award rescinds and replaces the Teachers (Non Government Pre-Schools) (State) Award published 19 May 2006 (359 I.G.275).
- 18.3 This award shall take effect from 24 November 2009 provided that increases in rates of pay and allowances shall be effective from the first full pay period on or after 23 November 2009.
- 18.4 This award shall remain in force until 24 November 2011.



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

The following minimum annual salaries shall apply from the beginning of the first full pay period commencing on or after the date specified in each column:

Classification/ Incremental Salary Step	24 November 2009 (4%) per annum \$	1 September 2010 (4%) per annum \$	1 September 2011 (4%) per annum \$
Two Years Trained Teachers			
Step 1	35,873	37,308	38,800
Step 2	39,740	41,330	42,983
Step 3	41,762	43,432	45,169
Step 4	43,946	45,704	47,532
Step 5	45,964	47,803	49,715
Step 6	48,055	49,977	51,976
Step 7	50,378	52,393	54,489
Step 8	51,646	53,712	55,860
Step 9	52,903	55,019	57,220
Step 10	54,331	56,504	58,764
Three Years Trained Teachers			
Step 1	41,332	42,985	44,704
Step 2	43,434	45,171	46,978
Step 3	45,704	47,532	49,433
Step 4	47,802	49,714	51,703
Step 5	49,978	51,977	54,056
Step 6	52,391	54,487	56,666
Step 7	53,713	55,862	58,096
Step 8	55,015	57,216	59,505
Step 9	57,210	59,498	61,878
Step 10	59,494	61,874	64,349
Step 11	61,102	63,546	66,088
Four Years Trained Teachers			
Step 1	43,946	45,704	47,532
Step 2	46,671	48,538	50,480
Step 3	49,294	51,266	53,317
Step 4	52,205	54,293	56,465
Step 5	54,909	57,105	59,389
Step 6	57,210	59,498	61,878
Step 7	59,494	61,874	64,349
Step 8	62,074	64,557	67,139
Step 9	64,558	67,140	69,826

**Table 2 - Director's Allowance**

The following minimum annual allowances shall apply from the beginning of the first full pay period commencing on or after the date specified in each column:

Units	24 November 2009 (4%) per annum \$	1 September 2010 (4%) per annum \$	1 September 2011 (4%) per annum \$
1	4,798	4,990	5,190
2	5,856	6,090	6,334
3	7,310	7,602	7,906
4	9,131	9,496	9,876

**Table 3 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	3.4(a)	Travel Allowance - use of teachers own vehicle	0.51 per km

**Table 4 - Authorised Supervisor's Allowance (Clause 4.2(i))**

Units	24 November 2009 (4%) per annum \$	1 September 2010 (4%) per annum \$	1 September 2011 (4%) per annum \$
1	1,559	1,621	1,686
2	1,903	1,979	2,058
3	2,381	2,476	2,575
4	2,974	3,093	3,217

**Table 5 - Authorised Supervisor Allowance (Clause 4.2(ii))**

Units	23 November 2009 (4%) per annum \$	1 September 2010 (4%) per annum \$	1 September 2011 (4%) per annum \$
1	3,120	3,245	3,375
2	3,806	3,958	4,116
3	4,759	4,949	5,147
4	5,949	6,187	6,434

## PART C

### REDUNDANCY

#### 1. Redundancy

- 1.1 These provisions shall apply in respect of full-time and part-time teachers.
- 1.2 This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of teachers.
- 1.3 Notwithstanding anything contained elsewhere in this award, the provisions of this part shall not apply to teachers with less than one year's continuous service and the general obligation on employers shall be no more than to give such teachers 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 teachers of suitable alternative employment.

- 1.4 Notwithstanding anything contained elsewhere in this award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual teachers, apprentices or teachers engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

## **2. Employers Duty to Notify and Discuss**

- 2.1 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on teachers, the employer shall notify the teachers who may be affected by the proposed changes and the union to which they belong.
- 2.2 The employer shall discuss with the teachers affected and the union to which they belong the introduction of such changes and the likely effect on the teachers and the measures taken to avert or mitigate the adverse effects of such changes.
- 2.3 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of teachers to other work or locations and the restructuring of jobs.

## **3. Discussions Before Terminations**

- 3.1 Where an employer has made a definite decision that the employer no longer wishes the job the teacher has been doing done by anyone and that decision may lead to the termination of employment, the employer shall hold discussions with the teachers directly affected and with the union to which they belong.
- 3.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subclause 3.1 of this clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the teachers concerned.
- 3.3 For the purposes of the discussion the employer shall, as soon as practicable, provide to the teachers concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

## **4. Notice for Changes in Production, Program, Organisation Or Structure**

- 4.1 This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'production', 'program', 'organisation' or 'structure' in accordance with clause 2 of this Part.

- 4.1.1 In order to terminate the employment of a teacher the employer shall give to the teacher the following notice:

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

4.1.2 In addition to the notice above, teachers 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.

4.1.3 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

#### 4.2 Notice For Technological Change

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'technology' in accordance with clause 2 of this part.

4.2.1 In order to terminate the employment of a teacher the employer shall give to the teacher 3 months notice of termination.

4.2.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

4.2.3 The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

#### 4.3 Time Off During the Notice Period

4.3.1 During the period of notice of termination given by the employer a teacher shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

4.3.2 If a teacher has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the teacher shall, at the request of the employer, be required to produce proof of attendance at an interview or the teacher shall not receive payment for the time absent.

#### 4.4 Teacher Leaving During the Notice Period

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

#### 4.5 statement of employment

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

#### 4.6 Notice to Centrelink

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

#### 4.7 Department of Social Security Employment Separation Certificate

The employer shall, upon receipt of a request from a teacher whose employment has been terminated, provide to the teacher an 'Employment Separation Certificate' in the form required by the Department of Social Security.

## 4.8 Transfer to Lower Paid Duties

Where a teacher is transferred to lower paid duties for reasons set out in clause 2 of this part, the teacher shall be entitled to the same period of notice of transfer as the teacher would have been entitled to if the teachers employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

### 5. Severance Pay

5.1 Where a teacher is to be terminated pursuant to clause 4 of this part, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:

5.1.1 If a teacher is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service Entitlement	Under 45 Years of Age
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

5.1.2 Where a teacher is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service Entitlement	45 Years of Age and Over
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

5.1.3 'Weeks Pay' means the all purpose rate of pay for the teacher concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.

5.1.4 Where a teacher is subject to a reduction of working hours of 6 or more hours per fortnight, the reduction will be treated as a partial redundancy. A pro rata payment will be made in accordance with the severance payments set out in paragraphs 5.1.1 and 5.1.2 above.

## 5.2 Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 5.1.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 5.1 above will have on the employer.

5.3 Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 5.1 if the employer obtains acceptable alternative employment for a teacher.

**ATTACHMENT A**

**CASUAL TEACHERS/DIRECTORS RECORD OF CASUAL EMPLOYMENT TO BE MAINTAINED BY TEACHER**

1. Name: \_\_\_\_\_
2. Number of years of training: \_\_\_\_\_
3. Name of qualification: \_\_\_\_\_
4. Year of attainment of this qualification: \_\_\_\_\_

Period of engagement (from date to date)	No. of days/hours worked in total, classification, years trained and step	Name, address and telephone number of Centre	Signed by Centre Director (signature, date and name)

*R. P. BOLAND J, President.*  
*M. J. WALTON J, Vice-President.*  
 E. A. R. BISHOP, Commissioner.

\_\_\_\_\_

Printed by the authority of the Industrial Registrar.

**THEATRICAL EMPLOYEES (TRAINING WAGE) (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1998 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete subclause (d), of clause 7, Wages, of the award published 8 February 2002 (331. I.G. 198), and insert in lieu thereof the following:
  - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
  
2. Delete paragraph (ii) of subclause (k) of the said clause 7, and insert in lieu thereof the following:
  - (ii) Wage Rates for Certificate IV Traineeships
    - (a) Trainees undertaking an AQF IV traineeship shall receive the relevant weekly wage rate for AQF III trainees at Industry/Skill Levels A, B, or C as applicable with the addition of 3.8 per cent of that wage rate.
    - (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

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

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

## PART B

### MONETARY RATES

**Table 1 - Weekly Rates - Industry/Skill Level A**

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

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

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

**Table 2 - Weekly Rates - Industry/Skill Level B**

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

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

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

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

Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	253.00	279.00	321.00
Plus 1 year out of school	279.00	321.00	362.00
Plus 2 years	321.00	362.00	403.00
Plus 3 years	362.00	403.00	451.00
Plus 4 years	403.00	451.00	451.00
Plus 5 years or more	451.00	451.00	451.00



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

**Table 4 - School-Based Traineeships**

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Skill Levels A, B and C	253.00	279.00

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

**Table 5 - Hourly Rates for Trainees who Have Left School**

Skill Level A	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	8.34	9.18	11.01
Plus 1 year after leaving school	9.18	11.01	12.80
Plus 2 years	11.01	12.80	14.92
Plus 3 years	12.80	14.92	17.05
Plus 4 years	14.92	17.05	17.05
Plus 5 years or more	17.05	17.05	17.05
<b>Skill Level B</b>			
School leaver	8.34	9.18	10.66
Plus 1 year after leaving school	9.18	10.66	12.27
Plus 2 years	10.66	12.27	14.42
Plus 3 years	12.27	14.42	16.42
Plus 4 years	14.42	16.42	16.42
Plus 5 years or more	16.42	16.42	16.42
<b>Skill Level C</b>			
School leaver	8.34	9.18	10.55
Plus 1 year after leaving school	9.18	10.55	11.88
Plus 2 years	10.55	11.88	13.26
Plus 3 years	11.88	13.26	14.84
Plus 4 years	13.26	14.84	14.84
Plus 5 years or more	14.84	14.84	14.84

**Table 6 - Hourly Rates for School-Based Traineeships**

	Year of Schooling	
	Year 11 \$	Year 12 \$
Skills levels A, B and C	8.34	9.18

4. This variation shall take effect from the first full pay period to commence on or after 31 December 2010.

E. A. R. BISHOP, Commissioner

## TRANSPORT INDUSTRY - CAR CARRIERS (NSW) CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Industry Group New South Wales Branch, Industrial Organisation of Employers and State Peak Council.

(No. IRC 945, 1698 and 1784 of 2009)

Before Commissioner Connor

3 December 2009

### AWARD

1. Delete paragraph (a) of subclause (i) of clause 7, Other Conditions, of the award published 11 July 2008 (366 I.G. 274) and insert in lieu thereof the following:
  - (a) The Principal Contractor may (subject to notice of two weeks) deduct the sum of \$258.31 for each incident involving a car or cars under the care or control of the Contract Carrier being damaged and the sum of \$258.31 for each car from which an item becomes missing while the car is under the care or control of the Contract Carrier and the sum of \$258.31 for each car which has damage or from which an item is missing (being damage of the kind referred to in Clause 5(i)(i) which is not noted on the initial survey). In the event that repair and/or replacement costs are less than \$258.31, the lesser amount shall be paid to the Contract Carrier. The amount in this clause (\$258.31) shall be adjusted at the same percentage as the rate adjustment applicable within this determination.
2. Delete subclause (vii) of clause 8 Conditions, and insert in lieu thereof the following:
  - (vii) The Principal Contractor may adjust the remuneration of the Contract Carrier by way of deducting any amount properly payable by the Contract Carrier which has been incurred by the Contract Carrier in the name of the Principal Contractor; and the Principal Contractor may withhold payment from the Contract Carrier's remuneration of the amount of \$309.96 for a maximum of three months on the Contract Carrier ceasing to undertake work for the Principal Contractor, to enable the final adjustment to be made under this subclause. The Principal Contractor shall pay the balance of the remuneration due to the Contract Carrier not later than on the expiry of the period of three months. The \$309.96 amount referred to in this clause shall be adjusted by an amount equal to the overall percentage variation to rates of remuneration as provided by this determination.
3. Delete Schedule 1 - Rates of Remuneration of the Transport Industry - Car Carriers Contract Determination, as varied and insert in lieu thereof the following:

### SCHEDULE 1

#### RATES OF REMUNERATION

- (i) This schedule contains the following tables:

Table A - Rates of remuneration for local and interstate work where the contract carrier supplies the prime mover only.

Table B - Rates of remuneration for local and intrastate work where the contract carrier supplies both the prime mover and the trailer.

Table C - Rates of remuneration for local and intrastate work where the contract carrier supplies the prime mover and the tyres for the principal contractor's trailer.

Table D - Rates of remuneration for Port Kembla Work (including the base rate of remuneration for Port Kembla Work - also referred to as the "Connor Rate") where the contract carrier supplies the prime mover only.

Table E - Rates of remuneration for Port Kembla Work where the contract carrier supplies both the prime mover and trailer.

Table F: Rates of remuneration for Port Kembla Work where the contract carrier supplies both the prime mover and the tyres for the principal contractor's trailer.

Table G: Deemed distances to apply for common trips from the Sydney Metropolitan Area to towns within the State of New South Wales, for the purpose of calculating intrastate remuneration.

Table H: Deemed distances to apply for common trips originating and terminating in the Sydney Metropolitan Area and passing through towns within the State of New South Wales, for the purposes of calculating intrastate remuneration.

- (ii) Where:
- (a) a carrier performs a contract of carriage within the area, incidence and duration of this determination; and
  - (b) the carrier is eligible to claim a rebate pursuant to the Commonwealth Government's Energy Grants (Credits) Scheme ('the scheme') for that contract of carriage; and
  - (c) the carrier has been requested to apply for the rebate pursuant to the scheme by the principal contractor;
- the principal contractor may reduce the cartage rates payable in Tables "A", "B", "C", "D", "E" and "F" of Schedule I of this determination up to a maximum reduction of 2.03% of the otherwise payable to the carrier for the performance of that contract of carriage.
- (iii) Should a carrier become ineligible to claim a rebate pursuant to the scheme or the scheme is abolished then the principal contractor shall not be permitted to reduce the cartage rates pursuant to subclause (ii).
  - (iv) Should the scheme be abolished or altered or modified leave is reserved to the parties to make application in relation to subclauses (ii) and (iii).
  - (v) To ensure clarity, the method for calculation of the diesel fuel rebate reduction percentage is contained in the following example:

The reduction is calculated by comparing the Caltex Metro Card Price, excluding GST for Diesel Low-Sulfur, Sydney Metropolitan with the rebate.<sup>1</sup> If the carrier is eligible for the 16.443 cents per litre rebate this equates to an effective 11.53% rebate in total fuel costs.<sup>2</sup> When the current weighting for fuel is adjusted in respect of the percentage change in the fuel benchmark, the new weighting becomes 15.44%.<sup>3</sup> The actual fuel weighting for a carrier able to claim the rebate is calculated by determining what 11.53% of the new weighting is, which equates to 13.41.<sup>4</sup> The difference between the reset weighting 15.44 and the actual weighting 13.41 allows the principal contractor to make a net reduction of 2.03%.<sup>5</sup>

- (vi) The rates contained within this schedule shall take effect on and from the first full pay period to commence on or after 25 February 2009.

<sup>1</sup> 125.2 cents per litre, less 1/11<sup>th</sup> GST = 113.82 cents per litre.

<sup>2</sup> (113.82-16.443)/113.82 = 85.55% of fuel bill or 11.53% reduction

<sup>3</sup> 15.84 x 114.45% = 15.67

<sup>4</sup> 15.67 x (88.55/100) = 13.41

<sup>5</sup> 15.44 - 13.41 = 2.03%

Car Carriers Contract Determination Rate Adjustment April 2009 to September 2009						
Percentage variation = 1.52%						
Category	Old Value	New Value	% Change	Current Weighting	New Weighting	Reset Weighting
	\$	\$	\$	\$	\$	\$
Wages	656.70	656.70	0.00%	42.63	42.63	41.99
Capital	95.40	97.9	2.62%	16.99	17.43	17.17
Insurances	295.30	316	7.01%	10.19	10.90	10.74
Registration	233.90	246.5	5.39%	4.41	4.64	4.57
R&M	161.40	166	2.85%	6.38	6.56	6.46
Tyres	135.90	143.2	5.37%	1.25	1.32	1.30
Fuel	215.50	213.3	-1.02%	15.84	15.67	15.44
Admin	165.50	168.1	1.57%	2.32	2.36	2.33
				100.01	101.51	100.00

4. Delete Tables "A", "B", "C", "D", "E" and "F" of Schedule I of the said determination and insert in lieu thereof the following:

**TABLE A (Including 2% Trailer Hire)**

LOCAL WORK

Zone Rates per Car Carriage - Prime Mover

Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	31.00	49.11	64.92	80.51	88.92	36.23
2	46.82	73.01	92.01	111.46	121.98	54.75
3	60.01	92.19	113.70	138.21	151.03	70.14
4	70.54	108.45	135.24	165.02	179.95	82.50
5	78.46	130.49	156.84	191.77	209.02	91.72

Rates per Car Delivered

Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	31.00	16.37	16.23	16.10	14.82	36.23
2	46.82	24.34	23.00	22.29	20.33	54.75
3	60.01	30.73	28.43	27.64	25.17	70.14
4	70.54	36.15	33.81	33.00	29.99	82.50
5	78.46	43.50	39.21	38.35	34.84	91.72

Vehicle	Standing and Running Rate Per Hour \$	Standing Time Rate Per Hour \$
1 Car	39.56	30.67
3 Car	47.88	38.04
4 Car	54.11	43.28
5 Car	57.40	45.33
6 Car	62.06	49.53
1 Car Tilt	46.24	35.42

## INTRASTATE WORK

Vehicle	Standing & Running Rates - Cents per kilometre \$
1 Car	76.23
3 Car	109.18
4 Car	120.89
5 Car	134.12
6 Car	144.18
1 Car Tilt	89.41

## TABLE B

## LOCAL WORK

## Zone Rates per Car Carriage - Prime Mover &amp; Trailer

Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	32.25	55.01	73.51	93.03	101.94	39.26
2	48.73	81.85	104.02	128.40	141.64	59.33
3	62.46	103.35	128.50	159.12	175.40	76.03
4	73.41	124.75	152.98	190.04	209.02	89.44
5	81.67	146.26	177.43	220.82	242.71	99.43

## Rates per Car Delivered

Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	32.25	18.34	18.38	18.61	16.99	39.26
2	48.73	27.28	26.00	25.68	23.61	59.33
3	62.46	34.45	32.13	31.82	29.23	76.03
4	73.41	41.58	38.25	38.01	34.84	89.44
5	81.67	48.75	44.36	44.16	40.45	99.43

Vehicle	Standing and Running Rate Per Hour \$	Standing Time Rate Per Hour \$
1 Car	41.18	32.20
3 Car	53.68	38.50
4 Car	61.21	44.30
5 Car	66.08	47.13
6 Car	72.05	54.77
1 Car Tilt	50.12	38.80

## Intrastate Work

Vehicle	Standing & Running Rate - Cents per kilometre \$
1 Car	74.94
3 Car	116.33
4 Car	129.17
5 Car	143.46
6 Car	149.75
1 Car Tilt	92.28

TABLE C (Including 2% Trailer Hire)

## LOCAL WORK

## Zone Rates per Car Carriage - Prime Mover &amp; Tyres

Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	31.35	49.70	66.37	82.18	90.44	36.21
2	47.38	73.93	94.04	113.33	124.07	54.69
3	60.75	93.34	116.16	139.90	153.49	70.14
4	71.42	112.72	138.28	167.74	182.92	82.43
5	79.42	132.13	160.40	195.03	212.35	91.69

## Rate per Car Delivered

Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	31.35	16.57	16.59	16.44	15.07	36.21
2	47.38	24.64	23.51	22.67	20.68	54.69
3	60.75	31.11	29.04	27.98	25.58	70.14
4	71.42	37.57	34.57	33.55	30.49	82.43
5	79.42	44.04	40.10	39.01	35.39	91.69

Vehicle	Standing and Running Rate Per Hour \$	Standing Time Rate Per Hour \$
1 Car	40.05	30.64
3 Car	48.49	38.03
4 Car	55.79	43.27
5 Car	58.36	45.31
6 Car	63.08	49.48
1 Car Tilt	46.23	35.39

## INTRASTATE WORK

Vehicle	Cents per kilometre
1 Car	78.06
3 Car	112.26
4 Car	126.98
5 Car	139.31
6 Car	149.89
1 Car Tilt	89.36

**TABLE D - (Including 2% Trailer Hire)**

Port Kembla

Zone Rates per Car Carriage - Prime Mover

Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base Rate	181.69	251.42	280.10	306.73	330.94	212.28
1	201.47	275.36	307.16	335.43	361.97	235.40
2	221.26	299.29	334.21	364.13	393.00	258.52
3	241.04	323.23	361.27	392.83	424.03	281.64
4	260.82	347.17	388.32	421.53	455.06	304.77
5	305.33	401.03	449.20	486.10	524.87	356.79

Rate per Car Delivered

Zone 0	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base Rate	181.69	83.81	70.03	61.35	55.16	212.28
1	201.47	91.79	76.79	67.09	60.33	235.40
2	221.26	99.76	83.55	72.83	65.50	258.52
3	241.04	107.74	90.32	78.57	70.67	281.64
4	260.82	115.72	97.08	84.31	75.84	304.77
5	305.33	133.68	112.30	97.22	87.48	356.79

Vehicle	Standing and Running Rate Per Hour \$	Standing Time Rate Per Hour \$
1 Car	39.56	30.67
3 Car	47.88	38.04
4 Car	54.11	43.28
5 Car	57.40	45.33
6 Car	62.06	49.53
1 Car Tilt	46.24	35.42

INTRASTATE WORK

Vehicle	Standing & Running Rates - Cents per kilometre
1 Car	76.23
3 Car	109.18
4 Car	120.89
5 Car	134.12
6 Car	144.18
1 Car Tilt	89.41

**TABLE E**

**Port Kembla**

Zone Rates per Car Carriage - Prime Mover & Tyres

Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base Rate	181.70	264.81	296.38	326.05	348.71	222.46
1	202.28	291.65	326.98	359.09	384.73	247.52
2	222.87	318.50	357.58	392.13	420.76	272.58
3	243.46	345.34	388.19	425.17	456.78	297.64
4	264.05	372.18	418.79	458.21	492.81	322.70
5	310.37	432.57	487.65	532.55	573.86	379.09

Rates Per Car Delivered

Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base Rate	181.70	88.27	74.09	65.21	58.12	222.46
1	202.28	97.22	81.75	71.82	64.12	247.52
2	222.87	106.17	89.40	78.43	70.13	272.58
3	243.46	115.11	97.05	85.03	76.13	297.64
4	264.05	124.06	104.70	91.64	82.13	322.70
5	310.37	144.19	121.91	106.51	95.64	379.09

Vehicle	Standing and Running Rate Per Hour \$	Standing Time Rate Per Hour \$
1 Car	41.18	32.20
3 Car	53.68	38.50
4 Car	61.21	44.30
5 Car	66.08	47.13
6 Car	72.05	54.77
1 Car Tilt	50.12	38.80

INTRASTATE WORK

Vehicle	Standing & Running Rate - Cents per kilometre
1 Car	74.94
3 Car	116.33
4 Car	129.17
5 Car	143.46
6 Car	149.75
1 Car Tilt	92.28



**TABLE F (Including 2% Trailer Hire)****Port Kembla**

## Zone Rates per Car Carriage - Prime Mover &amp; Tyres

Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base Rate	184.90	256.87	290.93	315.93	341.03	212.15
1	204.93	281.11	318.82	345.12	372.57	235.26
2	224.95	305.35	346.71	374.30	404.11	258.38
3	244.98	329.60	374.60	403.48	435.65	281.49
4	265.00	353.84	402.50	432.66	467.19	304.61
5	310.06	408.39	465.26	498.32	538.16	356.62

## Rates Per Car Delivered

Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base Rate	184.90	85.62	72.73	63.19	56.84	212.15
1	204.93	93.70	79.70	69.02	62.09	235.26
2	224.95	101.78	86.68	74.86	67.35	258.38
3	244.98	109.87	93.65	80.70	72.61	281.49
4	265.00	117.95	100.62	86.53	77.87	304.61
5	310.06	136.13	116.31	99.66	89.69	356.62

Vehicle	Standing and Running Rate Per Hour \$	Standing Time Rate Per Hour \$
1 Car	40.05	30.64
3 Car	48.49	38.03
4 Car	55.79	43.27
5 Car	58.36	45.31
6 Car	63.08	49.48
1 Car Tilt	46.23	35.39

## INTRASTATE WORK

Vehicle	Cents per Kilometre
1 Car	78.06
3 Car	112.26
4 Car	126.98
5 Car	139.31
6 Car	149.89
1 Car Tilt	89.36

5. Delete Schedule 2 - Procedure and Time for Adjustment of Rates and Amounts - Rates of Remuneration of the said determination and insert in lieu thereof the following:

## SCHEDULE 2

### Procedure and Time for Adjustment of Rates and Amounts

1. The Rates Prescribed in Schedule 1 May be Adjusted Each Year Upon Application to the Industrial Relations Commission of New South Wales.
2. Applications for adjustment shall be made by reference to the calculated weighted movements in the following benchmarks for each cost component, calculated as at the end of the September Quarter each year.

Component	Benchmark	Current Index	Current Weighting
Wages	Transport Industry (State) Award, Grade Three Transport Worker	\$656.70	41.99
Capital	ABS Consumer Price Index (CPI), Transportation Group, Motor Vehicles	97.9	17.17
Insurances	ABS CPI Financial and insurance services, Insurance Services	316	10.74
Registration	ABS CPI, Transportation Group, Other Motoring Charges	246.5	4.57
Repairs & Maintenance	ABS CPI, Transportation Group, Motor Vehicle Repair and Servicing	166	6.46
Tyres	ABS CPI, Transportation Group, Motor Vehicle Parts and Accessories	143.2	1.30
Fuel	AIP NSW State Average for the retail price of diesel fuel, Transportation Group, Automotive Fuel	112.33	15.44
Administration	ABS CPI, All Groups, Sydney	168.1	2.33
Total			100

3. Each cost component shall be re-weighted after each adjustment.
4. The Union, the Industry Principal Contractors, and their nominated representatives shall confer with a view to reaching agreement on any application for adjustment.
5. If the combined benchmarks for the cost components of fuel, insurances, tyres, and repairs and maintenance, move between adjustments to the extent that it causes a variation to the total rates of more than either a positive or negative 2 per cent, then an interim adjustment to the rates may be applied for.
6. Any variation to rates payable within this determination shall take effect not earlier than the first full pay period to commence three (3) months after the date which such variation is approved by the Industrial Relations Commission of New South Wales. This shall not apply to any interim adjustment.
6. This variation shall take effect from 25 February 2010.

P. J. CONNOR, Commissioner

**TRANSPORT INDUSTRY - CASH-IN-TRANSIT (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete subclause 1.3 of clause 1 Wages in Section 1, Wages, Allowances and Hours of Employment of the award published 4 April 2003 (339 I.G. 63), and insert in lieu thereof the following:
  - 1.3 The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments
2. Delete Part B Monetary Rates, and insert in lieu thereof the following:

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

Classification	Former Weekly Rate \$	SWC 2009 %	New Weekly Rate \$
Cash transportation worker excluding non-armoured vehicle operator	686.45	2.8	705.70
Non-armoured vehicle operator	686.45	2.8	705.70

**Table 2 - Other Rates And Allowances**

Item No.	Clause No.	Brief Description	Former Weekly Rate \$	SWC 2009 %	New Weekly Rate \$
1	2.1	Carry keys to two key safes or possess and use knowledge of vault combinations	3.21	2.8	3.30
2	2.2	Performing mobile cash units (MCU) country Work	6.51	2.8	6.69
3	2.3.1	Readiness to work with off-site automatic teller machines outside ordinary hours - Monday to Friday inclusive Saturday, Sunday and public holidays	20.29 50.75	2.8 2.8	20.86 52.17

4	2.3.3	Using own vehicle when on recall	0.49	2.8	0.50
5	2.4	First aid	2.40	2.8	2.47
6	2.5	Employees engaged on Reserve Bank work	11.68	2.8	12.01
7	4.7	Meal allowance	12.56	2.8	12.85
8	10.5	Meal allowance	11.77	2.8	12.04

\* NB. Items 7 and 8 are CPI based allowances (up to September Quarter Period 2009).

3. This variation shall operate from the first full pay period commencing on or after 1 October 2010.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

**TRANSPORT INDUSTRY - MIXED ENTERPRISES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete subclause 49.3 of clause 49, Commitment, of the award published 23 November 2001 (329 I.G. 748) and insert in lieu thereof the following:
  - 49.3 The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - 49.3.1 any equivalent over award payments, and/or
    - 49.3.2 award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

(a) Wages (Division A - General Rates)

Classification	Former Weekly Rate \$	2009 SWC Adjustment %	New Weekly Rate \$
Transport Worker Grade One	594.30	2.8	610.90
Transport Worker Grade Two	608.40	2.8	625.40
Transport Worker Grade Three	618.20	2.8	635.50
Transport Worker Grade Four	626.70	2.8	644.20
Transport Worker Grade Five	650.70	2.8	668.90
Transport Worker Grade Six	656.20	2.8	674.60
Transport Worker Grade Seven	673.30	2.8	692.20
Transport Worker Grade Eight	705.00	2.8	724.70
Chauffeurs/drivers of vehicles used for the purpose of carrying persons	598.50	2.8	615.30

Youths employed in the capacity of a Transport Worker Grade One:

	Percentage of the Wage for a Transport Worker Grade One
At 18 years of age	75
At 19 years of age	85
At 20 years of age	90

Youths employed by members of the Tallow Manufacturers' Association:

	Percentage of the Wage for a Transport Worker Grade One
At 16 years of age	65
At 17 years of age	70
At 18 years of age	75
At 19 years of age	85
At 20 years of age	90

**Table 2 - Allowances**

Division B - Ready-Mixed Concrete Industry

Item	Clause	Brief Description	Former Amount \$	New Amount \$
1	7.2.1	Driver Agitator Trucks (per hour)	0.53	0.54
2	7.2.1	Maximum payment agitator trucks (per week)	20.71	21.29
3	7.2.4	Delivery/placement of concrete rate (per hour)	1.70	1.76

**Table 3 - Allowances**

Division C - Extra Payments

Item No.	Clause No.	Brief Description	Former Amount \$	New Amount \$
1	7.3.1	Leading hands (per week)	32.51	33.40
2	7.3.2	Collecting butchers bones, fat, etc. (per week)	6.73	6.90
3	7.3.3	Extra horses (per horse, per week)	16.92	17.40
4	7.3.4	RTA employees attending compressors (per day or part thereof)	4.77	4.90
5	7.3.5	Working in forests (per week)	21.20	21.80
6	7.3.6.1.1	Long/wide loads (per hr or part thereof)	1.68	1.73
7	7.3.6.1.1	Long/wide loads - minimum payment (per day)	6.73	6.92
8	7.3.6.1.2	Long/wide loads (per hr or part thereof)	3.15	3.24
9	7.3.6.1.2	Long/wide loads minimum payment (per day)	12.66	13.01
10	7.3.6.2	Rear-end steering (per hr or part thereof)	4.67	4.80
11	7.3.6.2	Rear-end steering minimum payment (per day)	18.45	18.97
12	7.3.7	HIAB cranes, etc. (per week)	28.76	29.60
13	7.3.8	Removal and delivery of furniture etc. (per day or part thereof)	5.40	5.55
14	7.3.9	Handling of diapers - weekly employees (per week)	2.25	2.30
15	7.3.9	Handling of diapers casual employees (per day)	0.46	0.47

**Table 4 - Other Work-Related Allowances**

Item No.	Clause No.	Brief Description	Former Amount \$	New Amount \$
1	19	Collecting moneys - \$30 - \$150 (per week)	5.11	5.30
2	19	Collecting moneys - \$150- \$250 (per week)	7.21	7.40
3	19	Collecting moneys - \$250 - \$400 (per week)	10.32	10.60
4	19	Collecting moneys - \$400- \$600 (per week)	15.12	15.50
5	19	Collecting moneys - over \$600 (per week)	20.06	20.60

6	20	Carrying money - on the level (per tonne)	1.01	1.04
7	20	Carrying money - upstairs (per tonne)	1.48	1.52
8	21	Carrying salt (per hour or part thereof)	1.01	1.04
9	22.1.1	Obnoxious materials - soda ash, etc. (per hour or part thereof)	0.88	0.90
10	22.1.2	Obnoxious materials - oxides (per hour or part thereof)	0.74	0.76
11	22.2	Obnoxious materials - loading and unloading (per hour or part thereof)	0.88	0.90
12	22.3	Obnoxious materials - transportation (per hour or part thereof)	0.49	0.50
13	22.7	Obnoxious materials - blast furnaces, etc. (per hour or part thereof)	0.76	0.78
14	42.1	First aid (per day)	2.19	2.25

**Table 5 - Reimbursement - Type Allowances**

Item	Clause	Brief Description	Former Amount \$	New Amount \$
1	23.4.3	Overnight expenses (per day)	40.20	40.20
2	23.5	Weekend/holiday expenses (per day)	37.35	37.35
3	23.7	Camping out - weekly (per week)	86.80	86.80
4	23.7	Camping out - daily (per day)	12.60	12.60
5	24	Garaging (per week)	21.20	21.20
6	18.2.1	Meals	11.70	12.30

**Table 6 - Long Distance Rate**

Long Distance Kilometre Rate

Old Rate - cents/km	New Rate - cents/km
30.34	31.19

3. This variation shall operate from the first pay period commencing on or after 23 December 2009.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

## TRANSPORT INDUSTRY - PETROLEUM, &c., DISTRIBUTION (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

### VARIATION

1. Delete clause 5A. Wage Adjustments of the award published 11 July 2008 (366 I.G. 299) and insert in lieu thereof the following:

#### 5A. Wage Adjustments

- (i) The rates of pay in this award include the adjustments payable under the State Wage Cases 2007, 2008 and 2009. These adjustments may be offset against:
- (a) any equivalent over award payments, and/or
- (b) award wage increases since 5 July 2001 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

##### Wage Rates, Allowances and Additional Payments

The actual wage to be paid to an adult employee of the classification specified herein shall, except as otherwise required in this award, be at the rate herein after assigned to that classification.

Rate per week for adult service with the same employer including service with a previous employer whose business or part of the business has been acquired or taken over by the employer (as defined).

Classification	Former Weekly Rate  \$	SWC 2007 Weekly Rate Effective 23/12/09 \$	SWC 2008 Weekly Rate Effective 23/6/10 \$	SWC 2009 Weekly Rate Effective 23/12/10 \$
(a) Aerodrome Servicing				
(i) Aerodrome Attendant	657.20	677.20	704.29	724.00
(ii) Senior Aerodrome Attendant				
Grade I - Sydney	698.90	718.90	747.70	768.60
Grade II - other airports or where there are two Senior Aerodrome Attendants on the same shift	678.10	698.10	726.00	746.30



(b) Delivery Vehicles (products)				
Employee driving a motor vehicle with a combined weight or vehicle and maximum load of:				
(i) Rigid Vehicle Utility	628.00	648.00	673.90	692.80
Under 10 tonnes	638.40	658.40	684.70	703.90
10 tonnes & <13 tonnes	641.60	661.60	688.10	707.40
13 tonnes & <19 tonnes	646.80	666.80	693.50	712.90
19 tonnes & <25 tonnes	652.00	672.00	698.90	718.50
Thereafter, for each additional 6 tonnes or part thereof:	7.85 per week extra	27.85 per week extra	29.00 per week extra	29.80 per week extra
(ii) Articulated Vehicle Under 10 tonnes	641.60	661.60	688.10	707.40
10 tonnes & <13 tonnes	646.80	666.80	693.50	712.90
13 tonnes & <19 tonnes	646.80	666.80	693.50	712.90
19 tonnes & <25 tonnes	657.20	677.20	704.30	724.00
25 tonnes & <31 tonnes	662.40	682.40	709.70	729.60
31 tonnes & <37 tonnes	672.80	692.80	720.50	740.70
37 tonnes & <43 tonnes	678.10	698.10	726.00	746.30
Thereafter, for each additional 6 tonnes or part thereof:	7.85 per week extra	27.85 per week extra	29.00 per week extra	29.80 per week extra

Where a trailer is drawn behind a vehicle described in (i) or (ii) above, the combined weight of the trailer and vehicle and maximum load shall be deemed to be the weight or the vehicle on which wages shall be determined for all purposes of the award.

The rates in (i) and (ii) above include payments for salesmen/drivers collecting money and, when required, carting packages, fuel oil in drums or bulk, or carting, spreading and/or spraying bituminous products on the street.

Classification	Former Weekly Rate	SWC 2007 Weekly Rate Effective 23/12/09	SWC 2008 Weekly Rate Effective 23/6/10	SWC 2009 Weekly Rate Effective 23/12/10
	\$	\$	\$	\$
(c) Mobile Cranes and Fork Lifts Employee driving or operating a mobile crane or fork lift with a lifting capacity of:				
Upto and Incl. 5 tonnes	632.60	652.60	678.70	697.70
over 5 tonnes & <6 tonnes	633.60	653.60	679.70	698.70
6 tonnes & <7 tonnes	635.00	655.00	681.20	700.30
7 tonnes & <8 tonnes	635.60	655.60	681.80	700.90
8 tonnes & <9 tonnes	635.80	655.80	682.00	701.10
9 tonnes & <10 tonnes	636.70	656.70	683.00	702.10
Thereafter, for additional six tonnes or part thereof:	4.49 per week extra	4.67 per week extra	4.86 per week extra	4.99 per week extra
(d) Washer and Greaser	619.00	639.00	664.60	683.20

## Additional Payments

In addition to the rates prescribed above, the following additional payments shall apply to:

Classification	Former Weekly Rate \$	SWC 2007 Weekly Rate Effective 23/12/09 \$	SWC 2008 Weekly Rate Effective 23/6/10 \$	SWC 2009 Weekly Rate Effective 23/12/10 \$
(a) an employee driving a vehicle (not being a tractor) and drawing a trailer - per day	2.08	2.16	2.25	2.31
(b) An Aerodrome Attendant or Senior Aerodrome Attendant who working in the vicinity of porters loading and/or unloading cargo into, or out of, the lockers of Boeing 727 100 and or 200 series aircraft - per shift	3.15	3.28	3.41	3.51
(c) an employee driving a vehicle carrying hot liquid bitumen or hot tar - per week	6.82	7.10	7.40	7.60
(d) an employee required to operate alone a delivery vehicle fitted with a reel and hose for the purpose of discharging Hot Oil through such hose into customers tanks - for each day on which he is principally engaged on such work per day. This amount shall not be payable on any day which the employee concerned delivers exclusively to service stations.	1.96	2.04	2.12	2.18
(e) an employee driving a vehicle carrying bulk liquid petroleum gas - per week	7.96	8.30	8.60	8.80
(f) an employee driving a bituminous products spraying vehicle and directing the work of a bituminous products spray man per week	7.96	8.30	8.60	8.80
(g) an employee carting sludge or garbage per week	7.96	8.30	8.60	8.80
(h) an employee picking up used oil - for any day on which he is so employed per day	1.96	2.04	2.12	2.18
(i) a driver of a yard truck, tractor or fork lift, who is instructed by a superior officer to supervise the work of two employees, whether or not they are engaged under this award. The amount shall be payable for all purposes of this award per day.	3.04	3.16	3.29	3.38
(j) An Aerodrome Attendant who, on any day or shift, is required to, and acts as, an Electronic Pipeline Control Board Attendant shall be paid in accordance with the provisions of clause 26 -Mixed Functions of this award				
(k) a Leading Hand, i.e., an employee who is in charge of:				
(i) 3 to 10 employees per week	26.00	27.00	28.10	28.90
(ii) 11 to 20 employees per week	39.80	41.40	43.10	44.30
(iii) more than 20 employees per week	49.88	51.90	54.00	55.50

3. This variation shall take effect from the first pay period on or after 23 December 2009.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

## TRANSPORT INDUSTRY - QUARRIED MATERIALS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

### VARIATION

1. Delete clause 3, Arbitrated Safety Net Adjustments, of the award published 24 August 2001 (327 I.G. 39), and insert in lieu thereof the following:

#### 3. Arbitrated Safety Net Adjustments

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

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

### PART B

#### MONETARY RATES

**Table 1 - Wages**

Classification	Former Wage Rate \$	State Wage Case 2009 %	New Weekly Rate \$
Transport Worker Grade 1	630.20	2.8	647.80
Transport Worker Grade 2 Basic Standard			
Vehicle Class 1	633.40	2.8	651.10
Vehicle Class 2	637.60	2.8	655.50
Vehicle Class 3	646.70	2.8	664.80
Vehicle Class 4	669.60	2.8	688.30
Vehicle Class 5	674.90	2.8	693.80
Certified Standard			
Vehicle Class 1	643.40	2.8	661.40
Vehicle Class 2	647.70	2.8	665.80
Vehicle Class 3	654.70	2.8	673.00
Vehicle Class 4	677.60	2.8	696.60
Vehicle Class 5	682.90	2.8	702.00
Advanced Standard			
Vehicle Class 4	685.60	2.8	704.80
Vehicle Class 5	688.80	2.8	708.10
Transport Worker Grade 3	756.00	2.8	777.20

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Former amount \$	New Amount \$
1	7.2	For every 2 tonnes or part thereof added to the aggregate mass	12.10	12.44
2	11.2	Quick shift change allowance	11.19	11.50
3	19.4 (c)	Travelling/Living allowance without itemised expense list (per day)*	40.20	40.20
4	19.5	Weekend and/or Public Holiday away from home (per day)*	37.35	37.35
5	19.9	Allowance to compensate for lack of public transport (per day)*	2.80	2.90
6	18.2	Meal allowance (notification not given)*	11.70	12.30
7	18.2	Meal allowance notification (given and then cancelled)*	11.70	12.30
8	36.1	First aid allowance (per day)	2.15	2.26

\* indicates item adjusted as per CPI year on year increase to September 2009.

3. This variation shall operate from the first pay period commencing on or after 23 December 2009.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

**TRANSPORT INDUSTRY - RETAIL (STATE) AWARD 1999**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

1. Delete clause 4, Arbitrated Award Safety Nets and Further Claims, of the award published 15 September 2000 (318 I.G. 806) and insert in lieu thereof the following:

**4. Arbitrated Award Safety Nets and Further Claims.**

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

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

**PART B****MONETARY RATES****Table 1 - Wages (Division A - General Rates)**

Classification	Former Weekly Rate \$	SWC 2009 %	New Rate Weekly Rate \$
Transport Worker Grade One	602.60	2.8	619.50
Transport Worker Grade Two	616.70	2.8	634.00
Transport Worker Grade Three	626.50	2.8	644.00
Transport Worker Grade Four	635.00	2.8	652.80
Transport Worker Grade Five	659.00	2.8	677.50
Transport Worker Grade Six	664.60	2.8	683.20
Transport Worker Grade Seven	681.60	2.8	700.70
Transport Worker Grade Eight	713.30	2.8	733.30
Transport Worker Grade Nine	635.30	2.8	653.10

**Table 2 - Allowances**

Item	Clause	Description	Former Rate \$	New Rate \$
1	9	Driving more than one horse (per horse)	17.21	17.69
2	9	Removal and delivery of furniture, etc. (per day or part thereof)	5.40	5.55
3	9	Wharves and railway yards (per day or part thereof)	5.40	5.55

**Table 3 - Wages (Clause 14 - Juniors)**

Item	Clause	Age	Percentage of Transport Worker Grade One or Two
1	12	At 18 years of age	75
	12	At 19 years of age	85
	12	At 20 years of age	90

**Table 4 - Additional Payments and Allowances**

Item	Clause	Description	Rate \$	New Rate \$
1	13(a)	Amount collected per week		
		More than \$30 but not more than \$150 (per week)	5.15	5.30
2		More than \$150 but not more than \$250 (per week)	7.31	7.50
3		More than \$250 but not more than \$400 (per week)	10.56	10.90
4		More than \$400 but not more than \$600 (per week)	15.41	15.80
5		More than \$600 (per week)	20.39	21.00
6	13(b)(iv)(c)	Travelling and living away expenses (per day)	37.15	37.05
7	13(b)(v)	Weekend / Holiday Expenses (per day)	34.50	34.40
8	13(b)(vii)	Camping Out Allowance (per week)	80.15	79.90
9	13(b)(vii)	Camping Out Allowance (less than 7 days) (per day)	11.70	11.65
10	13(c)	Garaging or stabling (per week)	20.10	18.80
11	13(d)	First Aid Officer (per day)	2.16	2.22
12	15(I)(iii)	Minimum payable during a trial period (per week)	64.75	66.60
13	17(a)(ii)	General Shops -		
		Casual employees working on a Saturday:		
		Engagements up to and incl. four hours -		
		Adult Employees (per shift)	6.28	6.46
		Employees under 21 years of age (per shift)	4.20	4.32
		Engagements exceeding four hours -		
		Adult Employees (per shift)	12.96	13.32
		Employees under 21 years of age (per shift)	7.12	7.32
14	17(a)	Special and Confection Shops -		
	(iii)	Casual employees working on a Saturday:		
		Adult Employees (per shift)	6.28	6.46
		Employees under 21 years of age (per shift)	4.20	4.32
15	17(c)(ii)	Confection Shops finishing after 10pm. (per night)	1.80	1.85
16	23(i)	Meal Allowance (per meal)	11.70	12.30
17	23(ii)	Breakfast Allowance (Confection Shops Only) (per meal)	11.70	12.30

**Table 5 - Long Distance Rate**

Former rate (cents/km)	New rate (cents/km)
30.73	31.59

3. This variation shall commence from the first pay period commencing on or after 23 December 2009.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.



## TRANSPORT INDUSTRY - WASTE COLLECTION AND RECYCLING (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

### VARIATION

1. Delete subclause (i) of clause 3, Commitment of the award published 16 December 2005 (355 I.G. 389) and insert in lieu thereof the following:
  - (i) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (a) any equivalent over award payments, and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 and Table 2 of Part B, Monetary Rates and insert in lieu thereof the following:

**Table 1 - Wages**

- (i) Adult Employees

Classification	Former weekly rate \$	SWC2009 %	New weekly rate \$
A (1)	636.85	2.8	654.70
A (2)	680.9	2.8	700.00
A (3)	713.5	2.8	733.50
A (4)	746.95	2.8	767.90
B (1)	724.55	2.8	744.80
B (2)	741.7	2.8	762.50
B (3)	766.65	2.8	788.10
B (4)	781.75	2.8	803.60
B (5)	813.2	2.8	836.00
B (6)	834.5	2.8	857.90
B (7)	835.3	2.8	858.70
B (8)	881.3	2.8	906.00
B (9)	887.85	2.8	912.70

- (ii) Junior Employees

Years of Age	Former weekly rate	SWC2009 %	New weekly rate
16	386.55	2.8	397.40
17	456.20	2.8	469.00
18	534.45	2.8	549.40
19	609.90	2.8	627.00
20	Adult Rate	2.8	Adult Rate

**Table 2 - Allowances**

Item	Clause	Description	Former Rate	New Rate
2	2(ii)(b)	In lieu of additional sick pay	12.75	13.10
3	2(ii)(c)	Drivers of vehicles with dual front steering	11.25	11.60
4	2(ii)(d)	Drivers of articulated vehicles where the semi-trailer has		
		- A single axle	31.05	31.90
		- Two axles	40.5	41.60
		- More than two axles	48.65	50.00
5	2(ii)(e)	Drivers of motor vehicles with a trailer attached	38.90	40.00
6	2(ii)(f)	Using boats as part of duties	31.50	32.40
7	2(ii)(g)	Leading Hands - In charge of:		
		- Over 3 and upto 8 employees	19.65	20.20
		- Over 8 and upto 15 employees	29.35	30.20
		- Over 15 employees	39.20	40.30
8	2(ii)(h)	First-aid allowance	3.40	3.50
9	10(ii),(iii)	Meal allowance	11.10	11.70

3. This variation shall commence from the first pay period commencing on or after 23 December 2009.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

## TRANSPORT INDUSTRY - WHOLESALE BUTCHERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

### VARIATION

1. Delete subclause 10.3 of clause 10, Wages, of the award published 2 May 2008 (365 I.G. 1201) and insert in lieu thereof the following:
  - 10.3 The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (i) any equivalent over award payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
  
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

### PART B

#### MONETARY RATES

**Table 1 - Wages**

DIVISION A - General Rates			
Grade One - Motor Vehicle Driver, Yardman and Articulated Drive -			
Classification	Former Weekly Wage \$	SWC 2009 %	New Weekly Wage \$
(A) Motor Vehicle Driver - carrying capacity up to and not exceeding 5.5 tonnes	629.70	2.8	647.35
Additional Amount			
For each additional tonne of part thereof	5.03	2.8	5.18
(B) Yardman: (i.e. employee washing vehicles) Weekly Hand	624.50	2.8	642.01

(NOTE: The margin prescribed herein for a yardman has been fixed on the basis that his/her ordinary hours of work finish after 5.00 p.m. and at or before midnight on the days Monday to Friday, inclusive).

(C) Articulated Vehicle Driver:

Drivers of articulated vehicles shall receive either:

- (1) the rate of pay as calculated under 10.1 of clause 10, Wages; or
- (2) the rate of pay as calculated under clause 1, Wages, of the Transport Industry (State) Award, whichever is the higher.

## Grade Two: Casual Hands and Youth Labour -

## (A) Casual Hands:

- (a) Casual employees shall be paid one-fifth of the above weekly rate on a daily basis plus 15 per cent.
- (b) Irrespective of hours worked, a casual employee shall be paid for a minimum of eight hours' work for each start.

## (B) Youth Labour:

Any youth employed on work under this award shall be paid the appropriate male rate prescribed in this award for the class of work he/she is performing.

**Table 2 - Allowances**

DIVISION B - Extra Payments				
Item No.	Clause No.	Description	Former Amount \$	New Amount \$
1	7.1.4	Washing Vehicle Allowance (each week washing occurs)	8.79	9.41
2	7.10.1	Unload/assist in loading of railway trucks (per day for each day)	1.15	1.22
		Unload/assist in loading of railway trucks (in any week not less than)	3.86	4.13
2A	7.11	Any Driver Responsible for operating a chiller and/or blower	0.99	1.06
DIVISION C - Other Work Related Allowances				
3	12	Collecting Monies - exceeds \$30 but not over \$150	5.02	5.37
4	12	Collecting Monies - exceeds \$150	7.79	8.34
DIVISION D - Reimbursement - Type Allowances				
6	15.5	Meals*	11.09	12.17
7	30.1	Laundered Clothing*	0.85	0.94
8	30.5	Boots*	0.48	0.49
9	31.1	First Aid	2.11	2.25

\* Indicates item increase adjusted in accordance with CPI year on year increase to September 2009.

3. This variation shall operate from the first pay period commencing on or after 23 December 2009.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

(677)

SERIAL C7397

**TRANSPORT INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

**VARIATION**

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

**2A. Commitment**

The wage increases arising under this award may be offset against any existing over award payments. The Union will not seek any increase in award rates that would be effective prior to 23 December 2009.

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

**PART B****MONETARY RATES**

<b>Table 1 - Wages (Clause 1.1 - General Rates)</b>			
	Former Rate Per Week \$	SWC 2009 %	New Rate Per Week \$
Transport Worker Grade One	626.50	2.8	644.00
Transport Worker Grade Two	644.30	2.8	662.30
Transport Worker Grade Three	656.70	2.8	675.10
Transport Worker Grade Four	667.50	2.8	686.20
Transport Worker Grade Five	695.20	2.8	714.70
Transport Worker Grade Six	702.20	2.8	721.90
Transport Worker Grade Seven	723.30	2.8	743.60
Transport Worker Grade Eight	766.50	2.8	788.00

<b>Table 2 - Wages (Clause 1.2 Mobile Cranes &amp;c., Rates)</b>			
	Former Rate Per Week \$	SWC 2009 %	New Rate Per Week \$
(i) Mobile Cranes			
Grade A	760.70	2.8	782.00
Grade B	777.90	2.8	799.70
Grade C	795.00	2.8	817.30
Grade D	811.90	2.8	834.60
Additional Amount	17.18	2.8	17.70
(ii) Mobile Hydraulic Platforms			
Grade A	694.00	2.8	713.40
Grade B	697.80	2.8	717.30
Grade C	723.00	2.8	743.20
Grade D	740.40	2.8	761.10
Grade E	760.70	2.8	782.00

Additional Amount	1.66	2.8	1.70
Grade F	760.70	2.8	782.00
(iii) Crane Offsider	760.70	2.8	782.00
(iv) Advanced Crane Offsider	795.00	2.8	817.30

	Former Rate Per Week	SWC 2009	New Rate Per Week
	\$	%	\$
Grade A	706.80	2.8	726.60
Grade B	727.70	2.8	748.10
Grade C	740.10	2.8	760.80
Grade D	748.90	2.8	769.90
Grade E	756.00	2.8	777.20
Grade F	784.50	2.8	806.50

	Former Rate Per Week	SWC 2009	New Rate Per Week
	\$	%	\$
Grade A	683.50	2.8	702.60
Grade B	697.80	2.8	717.30
Grade C	723.00	2.8	743.20
Grade D	740.40	2.8	761.10
Grade E	760.70	2.8	782.00
Additional Amount	1.66	2.8	1.70

	Former Rate Per Week	SWC 2009	New Rate Per Week
	\$	%	\$
Furniture Removalist Offsider	633.00	2.8	650.70

	Former Rate Per Week	SWC 2009	New Rate Per Week
	\$	%	\$
Chauffeurs/drivers of vehicles used for the purpose of carrying persons	631.80	2.8	649.50

Item No.	Clause No.	Brief Description	Old Rate	New Rate
			\$	\$
1	2.1	Furniture Removals	26.82 per week	28.70 per week
2	2.2.1	Driving agitator trucks	0.53 per hour	0.57 per hour
3	2.2.1	Maximum Payment - agitator trucks	20.57 per week	22.00 per week
4	2.2.2	Delivery/placement of concrete rate	1.71 per week	1.80 per week
5	2.3	Leading Hands	32.39 per week	34.60 per week
6	2.4	Collecting Butcher Bones, Fat, etc.	6.71 per week	7.20 per week
7	2.5	Extra Horses	16.84 per horse	18.00 per horse
8	2.6	Working in Forests	21.13 per week	22.60 per week
9	2.7.1.2	Long/wide loads	1.67 per hour or part thereof	1.79 per hour or part thereof
10	2.7.1.2	Long/wide loads - minimum payments	6.71 per day	7.18 per day
11	2.7.1.3	Long/wide loads	3.14 per hour or part thereof	3.36 per hour or part thereof

12	2.7.1.3	Long/wide loads - minimum payment	12.58 per day	13.45 per day
13	2.7.2	Rear-end steering	4.62 per day	4.93 per day
14	2.7.2	Rear-end steering - minimum payment	18.37 per day	19.63 per day
15	2.8	HIAB cranes, etc.	29.5 per day	31.54 per day
16	2.9	Removal and Delivery of Furniture, etc.	5.36 per day	5.73 per day
17	2.1	Handling diapers - weekly employees	2.24 per week	2.40 per week
18	2.1	Handling diapers - casual employees	0.44 per day	0.47 per day
19	2.11	In charge of plant	15.83 per week	16.90 per week
20	2.12.1	Collecting moneys - > \$30 - \$150	5.12 per week	5.50 per week
21	2.12.2	Collecting moneys - > \$150 - \$250	7.11 per week	7.60 per week
22	2.12.3	Collecting moneys - > \$250 - \$400	10.33 per week	11.00 per week
23	2.12.4	Collecting moneys - > \$400 - \$600	15.03 per week	16.10 per week
24	2.12.5	Collecting moneys - \$600	20.01 per week	21.40 per week
25	2.13.1	Carrying goods - on the level	0.98 per tonne	1.05 per tonne
26	2.13.2	Carrying goods - upstairs	1.50 per tonne	1.60 per tonne
27	2.14	Carrying salt	0.98 per tonne	1.05 per tonne
28	2.15.1.1	Obnoxious materials - soda, ash, etc.	0.89 per hour	0.96 per hour
29	2.15.1.2	Obnoxious materials - oxides	0.71 per hour	0.76 per hour
30	2.15.2	Obnoxious materials - loading and unloading	0.89 per hour	0.96 per hour
31	2.15.3	Obnoxious materials - transportation	0.50 per hour	0.53 per hour
32	2.15.7	Obnoxious materials - blast furnaces, etc.	0.74 per hour	0.79 per hour
33	2.16	First Aid	2.16 per day	2.31 per day
34	2.17	Garaging	21.25 per week	22.10 per week

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

Item No.	Clause No.	Brief Description	Former Rate \$	New Rate \$
1	7.4.3	Overnight Expenses	39.40 per day	40.25 per day
2	7.6	Weekend/Holiday Expenses	36.60 per day	37.35 per day
3	7.7	Camping out - weekly	85.00 per week	86.80 per week
4	7.7	Camping out - daily	12.35 per day	12.60 per day

**Table 9 - Meal Allowances (Clause 8)**

Clause No.	Brief Description	Former Amount \$	New Amount \$
8.2.1	Meal Allowance	11.70	12.30

**Table 10 - Long Distance Rates (Clause 14)**

Item No.	Classification	Former Amount (cents/km)	New Amount (cents/km)
1	Transport Workers Grade 7 and below	31.50	31.50
2	Transport Worker Grade 8	33.00	33.00

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

	Former Rate Per Week \$	Rate Per Week \$
Transport Worker Grade One	542.00	542.00
Transport Worker Grade Two	561.00	561.00
Transport Worker Grade Three	574.00	574.00
Transport Worker Grade Four	585.00	585.00
Transport Worker Grade Five	615.00	615.00

Transport Worker Grade Six	622.00	622.00
Transport Worker Grade Seven	644.00	644.00
Transport Worker Grade Eight	690.00	690.00

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

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

3. This variation shall operate from the first pay period commencing on or after 23 December 2009.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.



## WHOLESALE FRUIT AND VEGETABLE MARKET EMPLOYEES (NEWCASTLE, &c.) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

### VARIATION

1. Delete subclause (vii) of clause 4, Rates of Pay, of the award published 9 February 2001 (322 I.G. 185), and insert in lieu thereof the following:
  - (vii) The rates of pay in this award include the adjustments payable under the State Wage Case 2008. These adjustments may be offset against:
    - (a) any equivalent 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 Table 1 - Wages and Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and insert in lieu thereof the following:

### PART B

#### MONETARY RATES

**Table 1 - Wages**

- (i) Adult Employees

Grade	Old Rate per Week \$	SWC 2008 %	New Rate per Week \$
Head Salesperson	621.90	4	646.80
Banana Ripener	564.30	4	586.90
Salesperson	543.00	4	564.70
General Assistant	524.40	4	545.40

- (ii) Junior Employees

#### Percentage of General Assistant Rate

At 16 years of age	70
At 17 years of age	85
At 18 years of age and over	The appropriate adult rate of pay

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	4(i)(e)	Fork Lift Operation Allowance	10.90 per week
2	5	Meal Allowance	5.55
3	21(ii)	First Aid	2.20 per week

Note: Expense related allowances have been adjusted up to and including the CPI June Quarter 2008.

3. This variation shall take effect from the first full pay period to commence on or after 23 December 2009.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

## WHOLESALE FRUIT AND VEGETABLE MARKET EMPLOYEES (NEWCASTLE, &c.) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 1880 of 2009)

Before Commissioner Bishop

23 December 2009

### VARIATION

1. Delete subclause (vii) of clause 4, Rates of Pay, of the award published 9 February 2001 (322 I.G. 185), and insert in lieu thereof the following:
  - (vii) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (a) any equivalent overaward payments; and/ or
    - (b) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Wages and Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and insert in lieu thereof the following:

### PART B

#### MONETARY RATES

**Table 1 - Wages**

- (i) Adult Employees

Grade	Old Rate per Week \$	SWC 2009 %	New Rate per Week \$
Head Salesperson	646.80	2.8	664.90
Banana Ripener	586.90	2.8	603.30
Salesperson	564.70	2.8	580.50
General Assistant	545.40	2.8	560.70

- (ii) Junior Employees

#### Percentage of General Assistant Rate

At 16 years of age	70
At 17 years of age	85
At 18 years of age and over	The appropriate adult rate of pay

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	4(i)(e)	Fork Lift Operation Allowance	11.20 per week
2	5	Meal Allowance	5.85

3	21(ii)	First Aid	2.25 per week
---	--------	-----------	---------------

Note: Expense related allowances have been adjusted up to and including the CPI June Quarter 2009.

3. This variation shall take effect from the first full pay period to commence on or after 23 December 2010.

E. A. R. BISHOP, Commissioner

---

Printed by the authority of the Industrial Registrar.

SERIAL C7440

**ENTERPRISE AGREEMENTS APPROVED  
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA10/1 - Family Planning NSW and NSW Nurses' Association Enterprise Agreement 2009****Made Between:** Family Planning New South Wales Ltd -&- the New South Wales Nurses' Association.**New/Variation:** Replaces EA07/7.**Approval and Commencement Date:** Approved and commenced 23 December 2009.**Description of Employees:** The agreement applies to all nursing employees employed by Family Planning NSW, located at 328-336 Liverpool Road, Ashfield NSW 2131, who fall within the coverage of the Nurses, Other Than in Hospitals, &c. (State) Award 2006.**Nominal Term:** 8 Months.**EA10/2 - Teachers Employed by the Catholic Education Office, Diocese of Wollongong, Enterprise Agreement 2010 - 2012****Made Between:** Catholic Education Office -&- the New South Wales Independent Education Union.**New/Variation:** Replaces EA07/10.**Approval and Commencement Date:** Approved and commenced 23 December 2009.**Description of Employees:** The agreement applies to all teachers employed by the Catholic Education Office, Dioceses of Wollongong located at 86-88 Market Street, Wollongong NSW 2500, who fall within the coverage of the Teachers (Country and Regional Dioceses) (State) Award 2006 and the Catholic Schools Long Service Leave Portability (State) Award.**Nominal Term:** 36 Months.**EA10/3 - Teachers Employed by the Catholic Education Office, Diocese of Parramatta, Enterprise Agreement 2009****Made Between:** Catholic Education Office - Diocese of Parramatta -&- the New South Wales Independent Education Union.**New/Variation:** Replaces EA05/331.**Approval and Commencement Date:** Approved and commenced 23 December 2009.**Description of Employees:** The agreement applies to all teachers employed by the Catholic Education Office, Diocese of Parramatta, who fall within the coverage of the Teachers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2004.**Nominal Term:** 36 Months.

**EA10/4 - Teachers employed by the Executive Director of Catholic Schools, Catholic Education Office, Archdiocese of Sydney**

**Made Between:** Catholic Education Office -&- the New South Wales Independent Education Union.

**New/Variation:** Replaces EA06/233.

**Approval and Commencement Date:** Approved and commenced 23 December 2009.

**Description of Employees:** The agreement applies to all teachers employed by Executive Director of Schools, Catholic Education Office, Archdiocese of Sydney located at 38 Renwick Street, Leichhardt NSW 2040, who fall within the coverage of the Teachers (Archdiocese of Sydney and Dioceses of Broken Bay and Parramatta) (State) Award 2006 and the Catholic Schools Long Service Leave Portability (State) Award.

**Nominal Term:** 24 Months.

**EA10/5 - Shop, Distributive & Allied Employees' Association, New South Wales - Clerical and Administrative Staff Agreement 2009**

**Made Between:** Shop Distributive & Allied Employees' Association, NSW -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** Replaces EA09/12.

**Approval and Commencement Date:** Approved 23 December 2009 and commenced 22 November 2009.

**Description of Employees:** The agreement applies to all employees employed by The Shop, Distributive and Allied Employees' Association New South Wales, located at Level 3, 8 Quay St. Sydney NSW 2000, who perform functions in a Clerical and Administrative capacity.

**Nominal Term:** 36 Months.

**EA10/6 - Waverley Council Public Place Cleansing Enterprise Agreement 2009**

**Made Between:** Waverley Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 18 December 2009.

**Description of Employees:** The agreement applies to employees employed as Team Leaders, labourers, Drivers, Large Mechanical Sweeper Driver, Small Mechanical Sweeper Driver employed by Waverley Council located at Cnr. Paul Street and Bondi Rd, Bondi Junction NSW 2022, who fall within the coverage of the Local Government (State) Award 2007.

**Nominal Term:** 36 Months.

**EA10/7 - NSW Community Pharmacy SDA/Guild Agreement 2009**

**Made Between:** The New South Wales Pharmacy Guild -&- the Shop Assistants and Warehouse Employees' Federation of Australia, Newcastle and Northern, New South Wales, Shop, Distributive and Allied Employees' Association, New South Wales.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 30 December 2009.

**Description of Employees:** The agreement applies employees employed by NSW Pharmacy Guild located at 84 Christie St. St Leonards NSW 2065, and Employers listed in Schedule A in the Community Pharmacy industry; and Employees engaged by the Employers in Schedule A in the community pharmacy industry who are Pharmacy Employees, who fall within the coverage of the Pharmacy Assistants (State) Award.

**Nominal Term:** 36 Months.

**EA10/8 - Redfern Legal Centre Enterprise Agreement**

**Made Between:** Redfern Legal Centre Limited -&- the Australian Services Union of N.S.W..

**New/Variation:** Replaces EA05/103.

**Approval and Commencement Date:** Approved and commenced 18 December 2009.

**Description of Employees:** The agreement applies to all employees employed by Redfern Legal Centre Ltd, located at 73, Pitt Street, Redfern NSW, who fall within the coverage of the Social and Community Services Employees (State) Award.

**Nominal Term:** 36 Months.

**EA10/9 - Illawarra Legal Centre Inc. Enterprise Agreement 2009**

**Made Between:** Illawarra Community Legal Centre Inc -&- the Australian Services Union of N.S.W..

**New/Variation:** Replaces EA03/104.

**Approval and Commencement Date:** Approved and commenced 18 December 2009.

**Description of Employees:** The agreement applies to employees employed by Illawarra Community Legal Centre Incorporated located at 7, Greene Street, Warrawong NSW 2502 who fall within the coverage of the Social and Community Services Employees (State) Award.

**Nominal Term:** 36 Months.

**EA10/10 - ACON Enterprise Agreement 2008 - 2010**

**Made Between:** Aids Council of NSW -&- the Australian Services Union of N.S.W..

**New/Variation:** Replaces EA06/121.

**Approval and Commencement Date:** Approved and commenced 21 December 2009.

**Description of Employees:** The agreement applies to ACON's employees other than employees who are designated Senior Manager or Executive Manager, employed by the AIDS Council of New South Wales located at Commonwealth Street, Surry Hills NSW 2010, who fall within the coverage of the Social and Community Services Employee (State) Award.

**Nominal Term:** 24 Months.

**EA10/11 - Northern Rivers Community Legal Centre Inc. Enterprise Agreement**

**Made Between:** Northern Rivers Community Legal Centre Inc Association -&- the Australian Services Union of N.S.W..

**New/Variation:** Replaces EA06/236.

**Approval and Commencement Date:** Approved and commenced 21 December 2009.

**Description of Employees:** The agreement applies to all current and future employees and it Committee of Management employed by Northern Rivers Community Legal Centre located at 16 Carrington Street Lismore NSW 2480, who fall within the coverage of the Social and Community Services Employees (State) Award.

**Nominal Term:** 36 Months.

**EA10/12 - Woollahra Municipal Council Waste Services Enterprise Agreement 2009**

**Made Between:** Woollahra Municipal Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** Replaces EA05/66.

**Approval and Commencement Date:** Approved and commenced 18 December 2009.

**Description of Employees:** The Agreement applies to all employees employed by Woollahra Municipal Council in its Waste Services Section located at 536 New South Head Road Double Bay 2028 employed as Team Leaders, Relief Drivers, Collectors, Relief Collectors, Relief Collector/Support Officer and Waste Compliance Officer, who fall within the coverage of the Local Government (State) Award 2007.

**Nominal Term:** 36 Months.



**EA10/13 - Woollahra Municipal Council Plant & Fleet Services Enterprise Agreement 2009**

**Made Between:** Woollahra Municipal Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 18 December 2009.

**Description of Employees:** The agreement applies to employees employed by Woollahra Municipal Council located at 536 New South Head Road Double Bay NSW 2028 employed in the Council's Plant & Fleet Services Section employed as Plant & Fleet Team Leader, and Plant Mechanics, who fall within the coverage of Local Government (State) Award 2007.

**Nominal Term:** 36 Months.

**EA10/14 - Woollahra Municipal Council Street Cleaners Enterprise Agreement 2009**

**Made Between:** Woollahra Municipal Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

**New/Variation:** Replaces EA05/279.

**Approval and Commencement Date:** Approved and commenced 18 December 2009.

**Description of Employees:** The agreement applies to employees employed by Woollahra Municipal Council, located at 536, New South Head Road, Double Bay NSW 2028, employed as Team Leaders, Operational Workers, and Mechanical Sweeper Operators employed in the Council's Street Cleaning Section as Team Leaders, Operational Workers, and Mechanical Sweeper Operators who fall within the coverage of the Local Government (State) Award 2007.

**Nominal Term:** 36 Months.

**EA10/15 - Illawarra Industrial Instrumentation Pty Ltd Electrical Construction Enterprise Agreement 2008-2011**

**Made Between:** Illawarra Industrial Instrumentation -&- Nic Bagnall, Darren Bain, James Brown, Steve Carter, Jeff DePlater, Steve Denniss, Paul Farrington, Paul Flemming, Wayne Gant, Andrew Garkut, Danny Hol, Gary Knell, Paul Mears, Shane Murray, Graeme Noort, Jim Rich, Stevan Skrtic, Andrew Smith, Darren Temple, Stephen Tully, Graham Van, Craig Wynn.

**New/Variation:** Replaces EA05/295.

**Approval and Commencement Date:** Approved and commenced 15 December 2009.

**Description of Employees:** The agreement applies to all employees employed by Illawarra Industrial Instrumentation Pty Ltd, located at 6, Waverley Drive, Unanderra NSW 2526, who are engaged upon construction work within the Illawarra Region, this includes both wages and supervisory staff in summary this includes: Electricians, Senior Electricians, Technicians, Senior Technicians, Site and Service Supervisors, who fall within the coverage of the Electrical, Electronic, and Communications Contracting Industry (State) Award.

**Nominal Term:** 21 Months.

**EA10/16 - Country Energy Enterprise Agreement 2009**

**Made Between:** Country Energy -&- the Electrical Trades Union of Australia, New South Wales Branch, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), The Local Government Engineers' Association of New South Wales.

**New/Variation:** New.

**Approval and Commencement Date:** Approved 17 December 2009 and commenced 1 July 2009.

**Description of Employees:** The agreement applies to all employees employed in the classifications contained in Table 1 employed by Country Energy, who fall within the coverage of the Country Energy Enterprise Award 2007.

**Nominal Term:** 24 Months.

---

Printed by the authority of the Industrial Registrar.

**INDUSTRIAL GAZETTE****VOLUME 369****INDEX**

---

**Key to Abbreviations Used:**

<i>(ACC)</i>	—	<i>Award of Conciliation Commissioner/Committee.</i>
<i>(AIC)</i>	—	<i>Award of Industrial Commission.</i>
<i>(AIRC)</i>	—	<i>Award of Industrial Relations Commission.</i>
<i>(AR)</i>	—	<i>Award Reprint (Consolidation).</i>
<i>(ART)</i>	—	<i>Award of Retail Trade Industrial Tribunal.</i>
<i>(CD)</i>	—	<i>Contract Determination.</i>
<i>(CORR)</i>	—	<i>Correction.</i>
<i>(ERR)</i>	—	<i>Erratum.</i>
<i>(OCC)</i>	—	<i>Order of Conciliation Commissioner.</i>
<i>(OIC)</i>	—	<i>Order of Industrial Commission.</i>
<i>(OIRC)</i>	—	<i>Order of Industrial Relations Commission.</i>
<i>(OIR)</i>	—	<i>Order of Industrial Registrar.</i>
<i>(RIRC)</i>	—	<i>Reviewed Award.</i>
<i>(ROIRC)</i>	—	<i>Order following Review by Industrial Relations Commission.</i>
<i>(RVIRC)</i>	—	<i>Variation - Reviewed Award.</i>
<i>(VCC)</i>	—	<i>Variation by Conciliation Commissioner/Committee.</i>
<i>(VCD)</i>	—	<i>Variation of Contract Determination.</i>
<i>(VIC)</i>	—	<i>Variation by Industrial Commission.</i>
<i>(VIR)</i>	—	<i>Variation by Industrial Registrar.</i>
<i>(VIRC)</i>	—	<i>Variation by Industrial Relations Commission.</i>
<i>(VRT)</i>	—	<i>Variation by Retail Trade Industrial Tribunal.</i>
<i>(VSW)</i>	—	<i>Variation following State Wage Case.</i>

## CONTENTS

### Awards and Determinations

Advertising Sales Representatives (State) Award	VSW	282
Aerated Waters, &c. (State) Award	VSW	283
Aged Care General Services (State) Award 2006	VSW	285
Aged Care Industry (Broken Hill) Award	VSW	289
Agricultural, Pastoral or Horticultural Society's Show (State) Award	VSW	1200
Ambulance Service of NSW Death and Disability (State) Award	VIRC	666
Animal Food Makers, &c. (State) Award	VSW	292
Animal Welfare, General (State) Award	VSW	295
Animal Welfare, Institutional (State) Award	VSW	297
Asphalt and Bitumen Industry (State) Award	VSW	862
AWU Training Wage (State) Award 2002	VSW	1202
Bacon Factory Employees (Cumberland) Consolidated Award	VSW	299
Biscuit and Cake Makers (State) Award	VSW	671
Boiling Down and By-Products (Cumberland) Consolidated Award	VSW	301
Bootmakers and Heel Bar Operatives, &c. (State) Award	VSW	1
Bowling and Golf Clubs Employees (State) Award	VSW	303
Bread Industry (State) Award	VSW	305
Breeding and Raising of Pigs, &c., Employees (State) Award	VSW	307
Breweries (State) Award	VSW	309
Brick and Paver Industry (State) Award	VSW	1205
Broken Hill Commerce and Industry Consent Award 2008	RIRC	312
Broken Hill Commerce and Industry Consent Award 2008	VSW	673
Broken Hill Commerce and Industry Consent Award 2008	CORR	1207
Building and Construction Industry (State) Award	VSW	1035
Building Crane Drivers (State) Award	VSW	1043
Building Employees Mixed Industries (State) Award	VSW	1045
Building Industry - Contract Floor Layer Minimum Rate Order Award	VSW	1208
Building Industry - Contract Floor Layer Minimum Rate Order Award	VSW	1211
Business Equipment Maintenance (State) Award, The	VSW	3
Business Equipment Maintenance (State) Award, The	VSW	1050
Butchers' Wholesale (Newcastle and Northern) Award	VSW	405
Butchers' Wholesale (State) Award	VSW	409
Butchers, Retail (State) Award	VSW	413
Butter and Cheese and Other Dairy Products (Newcastle and Northern) Award	VSW	416
Butter, Cheese and Other Dairy Products (State) Award	VSW	418
Button Makers (State) Award	VSW	1052
Canteen, &c., Workers (State) Award	VSW	420
Caterers Employees (State) Award	VSW	422
Cement Industry (State) Consolidated Award	VSW	864
Cement Mixers and Concrete Workers, Central Batch Plants (State) Consolidated Award	VSW	867
Cemetery and Crematoria Employees (State) Reviewed Award 2008	VSW	1214
Charitable Institutions (Professional Paramedical Staff) (State) Award 2006	VSW	424
Charitable Institutions (Professional Staff Social Workers) (State) Award 2006	VSW	428
Charitable Sector Aged and Disability Care Services (State) Award 2003	VIRC	429
Charitable, Aged and Disability Care Services (State) Award	VIRC	432
Chemical Workers (State) Award	VSW	1216
Clerical and Administrative Employees (State) Award	VSW	5

Clerical and Administrative Employees in Permanent Building Societies (State) Award	VSW	7
Clerical and Administrative Employees in Temporary Employment Services (State) Award	VSW	9
Clerical and Administrative Employees Legal Industry (State) Award	VSW	11
Clerical and Administrative Employees, Hire Cars and Taxis (State) Award	VSW	13
Clerical Employees in Retail (State) Award	VSW	15
Clothing Trades (State) Award	VSW	1054
Club Employees (State) Award	VSW	435
Coachmakers, &c., Rail (State) Award	VSW	1218
Coachmakers, &c., Road and Perambulator Manufacturers (State) Award	VSW	1220
Coal Superintending Samplers (State) Award	VSW	1056
Cold Storage and Ice Employees (Northumberland) Award	VSW	437
Cold Storage and Ice Employees (State) Award	VSW	439
Commercial Travellers, &c. (State) Award	VSW	700
Community Pharmacy (State) Award 2001	VSW	17
Community Pharmacy (State) Award 2001	VSW	19
Concrete Pipe and Concrete Products Factories Consolidated (State) Award	VSW	441
Confectioners (State) Award	VSW	1223
Confectioners (State) Training Wage Award	VSW	1225
Cooma Challenge Limited Business Services (State) Award, The	VSW	1058
Cotton Ginning, &c., Employees (State) Award	VSW	21
Cotton Growing Employees (State) Award	VSW	23
Crown Employees (Corrective Services NSW - Safe Staffing Levels) Award	AIRC	1228
Crown Employees (Court Officers Attorney General's Department) Award	ROIRC	1230
Crown Employees (Department of Services, Technology and Administration) Wages Staff Award 2009	RIRC	702
Crown Employees (Institute Managers in TAFE) Salaries and Conditions Award 2009	AIRC	443
Crown Employees (Kingsford Smith Airport Travel Centre) Award 2007	OIRC	458
Crown Employees (National Art School, Academic Staff) Salaries and Conditions Award 2009	AIRC	1060
Crown Employees (NSW Fire Brigades Permanent Firefighting Staff) Award 2008	VIRC	1231
Crown Employees (NSW Police Force (Nurses')) Award	VIRC	25
Crown Employees (NSW TAFE Commission - Administrative and Support Staff Conditions of Employment) Award 2009	VIRC	27
Crown Employees (Police Officers - 2008) Award	VIRC	29
Crown Employees (Police Officers - 2009) Award	AIRC	1233
Crown Employees (Police Officers Death and Disability) Award 2005	RIRC	737
Crown Employees (Public Service Training Wage) Award 2008	VSW	459
Crown Employees (Rural Fire Service 2009) Award	RIRC	1317
Crown Employees (Skilled Trades) Award	VIRC	1077
Crown Employees (Storemen, &c.) Award	VSW	748
Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award 2009	VIRC	1336
Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award 2009	AIRC	1342
Crown Employees (Teachers in TAFE and Related Employees) Salaries and Conditions Award 2009	AIRC	463
Crown Employees (Teachers in TAFE and Related Employees, Bradfield College and Teachers in TAFE Children's Centres) Salaries and Conditions Award 2009	AIRC	750

Crown Employees (Tipstaves to Justices) Award 2007	VIRC	1079
Crown Employees NSW Adult Migrant English Service (Teachers and Related Employees) Award 2009	AIRC	511
Dairying Industry Employees (State) Award	VSW	869
Dairying Industry Employees (State) Award	VSW	1396
Dental Assistants and Secretaries (State) Award	VSW	1396
Dental Technicians (State) Award 2006	VSW	533
Divisions of General Practice (State) Award	VIRC	534
Draughting Employees, Planners, Technical Employees, &c. (State) Award	VSW	1398
Drug Factories (State) Award	VSW	31
Dry Cleaning (State) Award	VSW	1087
Electrical, Electronic and Communications Contracting Industry (State) Award	VSW	831
Electricians, &c. (State) Award	VSW	871
Engine Drivers, &c., General (State) Award	VSW	1089
Engine Packing Manufacture (State) Award	VSW	536
Exhibition Industry (State) Award	VSW	1091
Farriers (State) Award	VSW	1401
Fish and Fish Marketing (State) Consolidated Award	VSW	35
Food Preservers (State) Award	VSW	1403
Footwear Manufacturing Industry (State) Award	VSW	1093
Footwear Manufacturing Industry (State) Award	CORR	1405
Friction Materials, &c., Manufacture (State) Award	VSW	538
Fruit Packing Houses Employees (State) Consolidated Award	VSW	37
Funeral Industries (State) Reviewed Award 2008	VSW	1406
Gangers (State) Award	VSW	875
Gelatine and Glue Industry (State) Award	VSW	540
General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award	VSW	1096
Glass Makers (State) Award	VSW	542
Glass Workers (State) Award	VSW	1105
Government Railways (Building Trades Construction Staff) Award	VSW	1109
Government Railways (Building Trades Maintenance Staff) Award	VSW	1114
Graduate-at-Law (State) Award	VSW	39
Grocery Products Manufacturing (State) Award	VSW	835
Hair and Beauty (State) Award	VSW	544
Health, Fitness and Indoor Sports Centres (State) Award	CORR	546
Health, Fitness and Indoor Sports Centres (State) Award	VSW	547
Health, Fitness and Indoor Sports Centres (State) Award	VSW	1411
Higher School Certificate and School Certificate Marking and Related Casual Employees Rates of Pay and Conditions Award	AIRC	40
Horticultural Industry (State) Consolidated Award	VSW	878
Hotel Employees (State) Award	VSW	549
Hunter Water Corporation Employees (State) Award 1999	RIRC	63
Ice Cream Carters and Van Salespersons (State) Award	VSW	1409
Ice Cream Cold Storage (State) Award	VSW	1411
Ice Cream Makers (State) Award	VSW	1119
Jewellers and Watchmakers, &c. (State) Award	VSW	1413
Joiners (State) Award	VSW	1121
Landcom Award 2008	AIRC	1416
Landscape Gardeners, &c. (State) Award	VSW	880
Landscape Gardeners, &c., On Building and General Construction and Maintenance, Civil and Mechanical Engineering (State) Award	VSW	882
Laundry Employees (State) Award	VSW	885
Local Government (Electricians) (State) Award	VSW	839
Local Government (State) Award 2007	CORR	126
Malthouses (State) Award	VSW	552
Mannequins and Models (State) Award	VSW	127

Margarine Makers (State) Award	VSW	887
Meat Preservers, &c. (State) Consolidated Award	VSW	553
Mechanical Opticians (State) Award	VSW	1468
Metal Trades (Training Wage) (State) Award	VSW	1470
Metal, Engineering and Associated Industries (State) Award	VSW	889
Metalliferous Mining Industry (State) Award 1995	VSW	555
Meter Readers and Field Officers (State) Award	VSW	893
Milk Treatment, &c., and Distribution (State) Award	VSW	1474
Mineral Sands Mining and Treatment Industry (State) Consolidated Award	VSW	557
Miscellaneous Gardeners, &c. (State) Award	VSW	560
Miscellaneous Workers' - General Services (State) Award	VSW	562
Miscellaneous Workers' - Independent Schools and Colleges, &c. (State) Award	VSW	564
Miscellaneous Workers' - Kindergartens and Child Care Centres, &c. (State) Award	VSW	566
Miscellaneous Workers' - Kindergartens and Child Care Centres, &c. (State) Award	CORR	841
Miscellaneous Workers Home Care Industry (State) Award	VSW	569
Miscellaneous Workers' Kindergarten and Child Care Centres (State) Training Wage Award	VSW	1477
Motels, Accommodation and Resorts, &c. (State) Award	VSW	571
Motor Vehicle Salesperson (State) Award	VSW	129
Museum of Contemporary Art Conditions of Employment Award 2009	RIRC	131
Mushroom Industry Employees (State) Award	VSW	895
NSW Aboriginal Land Council Staff Award 2009	RIRC	897
Nurseries Employees (State) Award	VSW	164
Nurses' (Private Sector) Training Wage (State) Award	VSW	1479
Nurses, Other Than in Hospitals, &c. (State) Award 2006	VSW	575
Nursing Homes Professional Employees (State) Award 2006	VSW	577
Nursing Homes, &c., Nurses' (State) Award	VIRC	953
Nut Food Makers (State) Award	VSW	1124
Occupational Health Nurses' (State) Award 2006	VSW	842
Operational Ambulance Managers (State) Award	VIRC	580
Operational Ambulance Officers (State) Award	VIRC	582
Orthoptists in Private Practice (State) Award	VIRC	585
Oyster Farms, &c. (State) Award	VSW	166
Paint and Varnish Makers, &c. (State) Award	VSW	589
Parking Attendants, &c. (State) Consolidated Award	VSW	591
Pastoral Employees (State) Award	VSW	1126
Pastrycooks (Specified Wholesalers) Award	VSW	844
Pastrycooks, &c. (State) Award	VSW	846
Pest Control Industry (State) Award	VSW	168
Pet Food Manufacturers (State) Award	VSW	593
Pharmacy Assistants (State) Award	VSW	170
Pharmacy Assistants (State) Award	VSW	172
Photographic Industry (State) Award	VSW	1481
Plant, &c., Operators on Construction (State) Award	VSW	1133
Plant, &c., Operators on Construction (State) Award	CORR	1484
Plasterers, Shop Hands and Casters (State) Consolidated Award	VSW	1136
Plastic Moulding, &c. (State) Award	VSW	595
Plumbers and Gasfitters (State) Award	VSW	1485
Plumbers and Gasfitters (State) Award	VSW	1490
Potato Crisp Makers (State) Award	VSW	957
Pottery Industry (State) Award	VSW	1495
Poultry Farm Employees (State) Award	VSW	173
Poultry Industry Livestock (State) Award	VSW	175

Poultry Industry Preparation (State) Award	VSW	597
Printing Industries (State) Award	VSW	1497
Private Hospital (Named Respondents) (State) Award	VIRC	599
Private Hospital Employees (State) Award 2006	VSW	611
Private Hospital Professional Employees (State) Award 2006	VSW	620
Private Hospitals, Aged Care and Disability Services Industry (Training) (State) Award	VSW	1138
Private Medical Imaging (State) Award 2004	VIRC	624
Private Pathology Laboratories (State) Award	VSW	626
Professional Engineers and Professional Scientists (Private Industry) (State) Award	VSW	848
Professional Surveyors (Private Industry) (State) Award	VSW	850
Public Health Service Employees Skilled Trades (State) Award (Incorporating the Ambulance Service of NSW Skilled Trades)	VIRC	1499
Public Health Service Employees Skilled Trades (State) Award (Incorporating the Ambulance Service of NSW Skilled Trades)	VIRC	1505
Public Hospital (Training Wage) (State) Award	VSW	1142
Pyrotechnics, &c. (State) Award	VSW	628
Quarries, &c. (State) Award	VSW	959
Race Clubs Employees (State) Award	VSW	962
Real Estate Industry (Clerical and Administrative) (State) Award	VSW	177
Real Estate Industry (State) Award 2003, The	VSW	1507
Recorded Music and Visual Entertainment Reproduction (State) Award	VSW	964
Refractory Industry (State) Award	VSW	1508
Restaurant, &c., Employees' Retail Shops (State) Award	VSW	179
Restaurants, &c., Employees (State) Award	VSW	852
Retail Industry (State) Training Wage Award	VSW	181
Retail Services Employees (State) Award	VSW	184
Rock and Ore Milling and Refining (State) Award	VSW	630
Roofing Tile Makers (State) Award	VSW	1510
Rubber Workers (State) Award	VSW	632
Rural Traineeships (State) Award	VSW	1517
Saddlery, Leather, Canvas and Plastic Material Workers' (State) Award	VSW	634
Security Industry (State) Award	VSW	636
Shop Employees (State) Award	VSW	187
Skilled Trades Staff - Department of Ageing, Disability and Home Care (State) Award 2009	AIRC	966
Smallgoods Manufacturers (State) Award	VSW	638
Soap and Candle Makers (State) Consolidated Award	VSW	1512
Soap and Candle Makers (State) Consolidated Award	VSW	1515
Social and Community Services Employees (State) Award	VSW	854
Staff Specialists (State) Award	AIRC	1518
Starch Manufacturers, &c. (State) Award	VSW	856
State Transit Authority Division of the New South Wales Government Service Senior and Salaried Officers' Enterprise (State) Award 2009	AIRC	190
State Transit Authority Division of the New South Wales Government Service Bus Engineering and Maintenance Enterprise (State) Award 2009	AIRC	1556
Storemen and Packers Bond and Free Stores (State) Award	VSW	640
Storemen and Packers, General (State) Award	VSW	642
Storemen and Packers, Wholesale Drug Stores (State) Award	VSW	644
Storemen and Packers, Wholesale Paint, Varnish and Colour Stores (State) Award	VSW	858
Strappers and Stable Hands (State) Award	VSW	1605
Sugar Field Workers (State) Consolidated Award	VSW	246
Surveyors' Field Hands (State) Award	VSW	646
Sydney Catchment Authority Consolidated Award 2008	CORR	248



Sydney Cricket and Sports Ground Trust (Maintenance Staff) Enterprise Award 2008	AIRC	980
Sydney Olympic Park Paid Parking (State) Award 2007	VSW	255
TAB Clerical and Administrative Agency Casual Staff Award 2006	VSW	256
Tanning Industry (State) Award	VSW	648
Teachers (Catholic Independent Schools) (State) Award 2006	VIRC	1009
Teachers (Non-Government Early Childhood Service Centres Other Than Pre-Schools) (State) Award 2009	AIRC	1607
Teachers (Non-Government Pre-Schools) (State) Award 2009	AIRC	1643
Tennis Strings and Sutures Industry (State) Award	VSW	257
Textile Industry (State) Award	VSW	1145
Theatre Managers (State) Award	VSW	1024
Theatrical Employees Recreation and Leisure Industry (State) Award	VSW	1027
Theatrical Employees (Training Wage) (State) Award	VSW	1682
Toy Makers' Employees (State) Award	VSW	260
Toy Makers' Employees (State) Award	VSW	1148
Training Wage (State) Award 2002	VSW	1150
Transport Industry - Car Carriers (NSW) Contract Determination	VCD	650
Transport Industry - Car Carriers (NSW) Contract Determination	VCD	1674
Transport Industry - Cash-in-Transit (State) Award	VSW	1683
Transport Industry - Excavated Materials, Contract Determination	VCD	1153
Transport Industry - Mixed Enterprises (State) Award	VSW	1685
Transport Industry - Petroleum, &c., Distribution (State) Award	VSW	1688
Transport Industry - Quarried Materials (State) Award	VSW	1692
Transport Industry - Retail (State) Award 1999	VSW	1694
Transport Industry - Waste Collection and Recycling (State) Award	VSW	1697
Transport Industry - Wholesale Butchers (State) Award	VSW	1699
Transport Industry (State) Award	VSW	1701
University Unions (State) Award	VSW	262
Van Sales Employees' (State) Award	VSW	265
Vegetable Oils (State) Award	VSW	1029
Vehicle Industry - Repair Services and Retail (State) Award	VSW	267
Warehouse Employees' - General (State) Award	VSW	271
Warehouse Employees' - General (State) Award	CORR	659
Warehouse Employees Drug (State) Award	VSW	273
Wholesale Fruit and Vegetable Employees' (State) Award	VSW	275
Wholesale Fruit and Vegetable Market Employees (Newcastle, &c.) Award	VSW	1705
Wholesale Fruit and Vegetable Market Employees (Newcastle, &c.) Award	VSW	1707
Wine Industry Consolidated (State) Award	VSW	277
Wire Drawn Ferries (State) Award	VSW	660
State Decision Pursuant to Section 52 of the <i>Industrial Relations Act 1996</i>	OIRC	1031
Enterprise Agreements Approved by the Industrial Relations Commission		279
		662
	CORR	665
		860
		1156
		1709
Contract Agreement		1158

## PRACTICE NOTES

1	1159
2	1162
3	1164
4	1166
6	1168
8A	1169
10	1171
13	1172
14	1173
15	1176
16	1178
17	1181
19	1185
20	1187
21	1198