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(1131)

SERIAL C8044

CROWN EMPLOYEES (AUSTRALIAN MUSIC EXAMINATIONS BOARD (NEW SOUTH WALES) EXAMINERS, ASSESSORS AND ADVISERS) AWARD 2013

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Teachers Federation, Industrial Organisation of Employees.

(No. IRC 1052 of 2012)

Before The Honourable Justice Haylen

14 December 2012

AWARD

PART A

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3.	Anti-Discrimination
4.	Marking Rates - Base Rates
5.	Marking Rates (Written)
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24.	Occupational Health and Safety
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PART B

MONETARY RATES

- Table 1 - Base Rates
 Table 2 - Allowances for Advisers
 Table 3 - Other Rates and Allowances

2. Dictionary

- 2.1 "Advisers" means persons employed to provide expert advice on all aspects of syllabus development and interpretation, examination practice and procedures, and professional issues relating to the training, development and conduct of examiners, and other duties as directed by the State Manager, for a group of instruments.
- 2.2 "AMEB (NSW)" means the Australian Music Examinations Board of New South Wales, which is the State agency in New South Wales of the Australian Music Examinations Board.
- 2.3 "Assessors" means persons employed to undertake marking of the AMEB (NSW) written examination papers and paid by the number of papers marked per hour.
- 2.4 "Chief Executive" means the Department Head of the Office of the Board of Studies, New South Wales who holds corporate governance responsibilities for the AMEB (NSW) under the *Public Sector Employment and Management Act 2002* and the Public Finance and Audit Act 1983, and other relevant legislation and regulations.
- 2.5 "Employees" means Advisers, Assessors and Examiners employed by the Office of the Board of Studies.
- 2.6 "Examination Headquarters" means the Australian Music Examinations Board Music Studios at 117 Clarence Street, Sydney.
- 2.7 "Examiners" means persons employed to undertake the AMEB (NSW) practical examinations at the AMEB (NSW) headquarters and other various locations throughout New South Wales and paid by the number of hours worked.
- 2.8 "Metropolitan Area" means a 40-kilometre radius from the AMEB (NSW) examination headquarters.
- 2.9 "Parties" means the Office of the Board of Studies, the New South Wales Teachers Federation and the New South Wales Independent Education Union.
- 2.10 "State Manager" means the State Manager, AMEB (NSW), employed under the *Public Sector Employment and Management Act 2002* by the Office of the Board of Studies, New South Wales and accountable to the Chief Executive of the Office of the Board of Studies, New South Wales for the total management of the AMEB (NSW) and the management of the AMEB (NSW) personnel and finances.
- 2.11 "Superannuation Guarantee Contribution (SGC)" is the minimum compulsory level of superannuation contributions employers are required to make for their employees under the Commonwealth's Superannuation Guarantee legislation.
- 2.12 "Unions" means the New South Wales Teachers Federation and the New South Wales Independent Education Union.

3. Anti-Discrimination

- 3.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age and responsibilities as a carer.
- 3.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

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

4. Marking Rates - Base Rates

- 4.1 Assessors and examiners are engaged on a casual basis, depending on the number of candidates enrolled in written and practical examinations. The base rate of pay is as set out in Table 1 - Base Rates of Part B, Monetary Rates.
- 4.2 The conduct of online assessment is being developed in stages. This will also allow for on-screen assessment preliminary to grade 2 (Theory, Musicianship and Music Craft) to be automatically marked by computer from 2010. During the transition from paper based to online examinations, paper based examinations will continue to be marked by assessors and remunerated in accordance with clause 5.1.

5. Marking Rates (Written)

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

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

6. Examining Rates (Practical)

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

7. Meal Allowance

- 7.1 Meal allowances are payable to examiners and shall be adjusted according to movements in the applicable meal allowance rates as contained in Division 3, Meals - Generally, of the Public Sector Employment and Management Regulation 2009 and the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or its successor.

8. Travel and Living Allowance

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

The travel allowance is based on, and shall be adjusted by movements in, the Industrial Authority's Allowances Rates for casual use of motor vehicles whose engine capacity is between 1,601 cc and 2,600 cc applied to an average 40 km.

- 8.2 The travel allowance for examiners who are required to travel to venues other than the AMEB (NSW) examination headquarters or from outside the metropolitan area to the AMEB (NSW) examination headquarters, is based on the use of a private motor vehicle paid on the greater of:

8.2.1 the basis of cents per kilometre up to 8,000 kms per annum and over 8,000 kms per annum at the respective rates as set out in Item 2 of the said Table 3 and is payable to examiners in respect of each km travelled in excess of the total distance between the examiner's usual place of residence and the AMEB (NSW) examination headquarters or 40 kms, whichever is the lesser, and in circumstances where a rental motor vehicle is not utilised; or

8.2.2 the cost of public transport or, at the sole discretion and with the prior approval of the State Manager, taxi cabs, as substantiated by receipts or other acceptable proof of expenditure; or

8.2.3 the rate pursuant to subclause 8.1 of this clause.

- 8.3 The travel allowance shall be adjusted in accordance with the above formulae and with the rates as determined from time to time by the Industrial Authority pursuant to its powers under the *Public Sector Employment and Management Act 2002* or the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or its successor.

- 8.4 Where it is reasonable for examiners required to travel pursuant to subclause 8.2 of this clause to be away from their homes overnight, they shall be entitled to a daily living allowance at the applicable rate contained in the Public Sector Employment and Management Regulation 2009 or the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or its successor.

9. Family Leave Provisions

- 9.1 The Chief Executive must not fail to re-engage an Employee because:

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

9.1.2 The Employee is or has been immediately absent on parental leave

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

- 9.2 Personal Carers entitlement for Employees

9.2.1 Employees are entitled to not be available to attend work, or to leave work if they need to care for a family member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to evidentiary requirements set out below in (9.3), and the notice requirements set out in (9.4).

9.2.1.1 A family member for the purposes of above is:

a spouse or family member; or

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

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

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

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

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

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

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

9.2.3 The Chief Executive must not fail to re-engage an Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage an Employee are otherwise not affected.

9.3 The Employee, shall if required:

9.3.1 Establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

9.3.2 Establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such an emergency resulted in the person concerned requiring care by the Employee.

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

9.4 The Employee must, as soon as reasonably practical and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (drawn from AIRC order (PR964989)).

9.5 Bereavement entitlements for Employees

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

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

9.5.3 The Chief Executive must not fail to re-engage the Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage an Employee are otherwise not affected.

9.5.4 The Employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (Drawn from AIRC order (PR964989)).

10. Advisers

10.1 Advisers shall be remunerated on a per annum allowance basis ascending according to student candidature in each respective instrument group. Advisers are responsible for:

10.1.1 syllabus development and interpretation;

10.1.2 examination practice and procedures;

10.1.3 professional issues relating to the training, development and conduct of examiners and assessors;

10.1.4 other duties as directed by the State Manager.

10.2 Advisers shall be remunerated by way of an allowance, paid annually and determined according to the candidature in their respective instrument group, as set out in Table 2 - Allowances for Advisers of Part B, Monetary Rates.

11. Minimum Payment

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

12. Superannuation

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

13. Salary Sacrifice to Superannuation

13.1 Notwithstanding the salaries prescribed by Part B, Monetary Rates, an employee may elect, subject to the agreement of the employee's department or agency, to sacrifice a portion of the wage/salary payable under clause 4, Marking Rates-Base Rates, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

13.2 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:

13.2.1 subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and

13.2.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the said clause 4 in the absence of any salary sacrifice to superannuation made under this award.

- 13.3 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
- 13.3.1 paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
- 13.3.2 subject to the department or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 13.4 Where an employee makes an election in terms of subclause 13.3 of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.
- 13.5 Where the employee is a member of a superannuation scheme established under:
- 13.5.1 the *Police Regulation (Superannuation) Act 1906*;
- 13.5.2 the *Superannuation Act 1916*;
- 13.5.3 the *State Authorities Superannuation Act 1987*;
- 13.5.4 the *State Authorities Non-contributory Superannuation Act 1987*; or
- 13.5.5 the *First State Superannuation Act 1992*,
- the employee's department or agency must ensure that the amount of any additional employer superannuation contributions specified in subclause 13.1 of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.
- 13.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 13.5 of this clause, the department or agency will continue to base contributions to that fund on the salary payable under clause 4 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

14. Deduction of Unions' Membership Fees

- 14.1 The unions shall provide the employer with a schedule setting out unions' fortnightly membership fees payable by members of the unions in accordance with the unions' rules.
- 14.2 The unions shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of unions' fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 14.3 Subject to 14.1 and 14.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the unions' rules, provided that the employee has authorised the employer to make such deductions.
- 14.4 Monies so deducted from employees' pay shall be forwarded regularly to the unions together with all necessary information to enable the unions to reconcile and credit subscriptions to employees unions' membership accounts.
- 14.5 Unless other arrangements are agreed to by the employer and the unions, all unions membership fees shall be deducted on a fortnightly basis.

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

15. No Further Claims

Except as provided by the *Industrial Relations Act 1996*, there shall be no further rates of pay or conditions claims by the parties prior to 31 December 2013 in relation to matters expressly contained in this award.

16. Hours of Work

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

17. Conditions of Examining and Marking

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

18. Examination Procedures

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

19. Recruitment of Examiners and Assessors

- 19.1 The AMEB (NSW) selection criteria for the recruitment of examiners and assessors include:
- 19.1.1 relevant music and/or speech and drama qualifications;
 - 19.1.2 developed skills in teaching and performance;
 - 19.1.3 excellent interpersonal skills;

- 19.1.4 communications skills and ability to articulate concepts clearly;
 - 19.1.5 constructive, supportive and analytical report writing skills;
 - 19.1.6 sound understanding of the stylistic elements essential to performance;
 - 19.1.7 demonstrated knowledge of the AMEB (NSW) repertoire, syllabus requirements and regulations;
 - 19.1.8 demonstrate a professional understanding of the standards obtainable at each grade level within the syllabus and availability to examine.
- 19.2 Successful applicants shall be required to undertake mandatory induction training as appropriate and approved by the AMEB (NSW). Such training shall be paid at the base rate as set out in Table 1 - Base Rates of Part B, Monetary Rates.

20. Performance Development

- 20.1 The performance development scheme already agreed by the parties for examiners and assessors addresses three objectives and shall:
- 20.1.1 ensure that advisers and examiners and assessors engage in an appraisal process designed to improve the quality of examinations, and to focus it on the teaching and learning objectives of the AMEB (NSW);
 - 20.1.2 provide work reports to examiners and assessors who need these for employment purposes;
 - 20.1.3 assist examiners and assessors whose performance is causing concern.
- 20.2 The parties are to monitor the implementation of the performance development scheme and agree to appropriate refinements if required.
- 20.3 Training and Development - The annual training and development meeting of examiners and assessors shall continue to be conducted by the relevant adviser. Participating examiners and assessors shall continue to be considered to be on duty for this session.

21. System Improvements

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

22. Dispute Resolution Procedures

- 22.1 Subject to the provisions of the *Industrial Relations Act 1996*, the following procedures shall apply:
- 22.1.1 Should any dispute (including a question or difficulty) arise, discussions shall be held between the State Manager and the person(s) concerned and/or a representative of the unions. They shall discuss the dispute with a view to resolving the dispute, or by negotiating an agreed method and timeframe for proceeding.
 - 22.1.2 If the dispute is not resolved at this level, the matter shall be referred to the Chief Executive, Office of the Board of Studies, or nominee, to enable discussions at this level with the person(s)

concerned and/or a representative of the unions. They shall discuss the dispute with a view to resolving the dispute, or by negotiating an agreed method and timeframe for proceeding.

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

23. Duties as Directed

- 23.1 The State Manager or delegate may direct an employee to carry out such duties which are within the limits of the employee's skill, competence and training, consistent with the classifications covered by this award and provided that such duties do not promote deskilling.
- 23.2 Any directions issued by the State Manager pursuant to subclause 23.1 of this clause shall be consistent with the State Manager's responsibility to provide a safe and healthy working environment.

24. Work Health and Safety

- 24.1 For the purposes of this clause, the following definitions shall apply:
- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, corporation and/or person) which has at its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that employer which might otherwise have been carried out by the other employer's own employees.
- 24.2 Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employers premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (b) provide employees of the labour hire business and/or contract business with the appropriate health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 24.3 Nothing in this clause 24 is intended to affect or detract from any obligation or responsibility upon a labour hire business under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- 24.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate

legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

24.5 This clause operates from 21 March 2006.

25. Termination of Services

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

26. Area, Incidence and Duration

26.1 This award covers all persons employed by the Office of the Board of Studies as AMEB (NSW) Examiners, Assessors and Advisers.

26.2 This award rescinds and replaces the Crown Employees (Australian Music Examinations Board (New South Wales) Examiners, Assessors and Advisers) Reviewed Award 2012 published 27 July 2012 (373 I.G. 9).

26.3 This award shall take effect on and from 1 January 2013 with a nominal term until and including 31 December 2013.

PART B

MONETARY RATES

Table 1

	Amount Per Hour \$
Base Rate on and from 1 January 2013	73.97

Table 2 - Allowances for Advisers

Advisers per annum allowance	2.5% On and from 1/1/13 \$
Level 1: candidature 0 to 100	873
Level 2: candidature 101 to 3,000	1,751
Level 3: candidature 3,001 to 15,000	2,624
Level 4: candidature Over 15,001	3,496

Table 3 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	On and from 1/1/13 \$
1	8.1	Metropolitan travel allowance to AMEB (NSW) examination headquarters	11.84
2	8.2	Travel allowance per km outside metropolitan area: -Up to 8,000 km per annum -Over 8,000 km per annum	0.740 0.296

W. R. HAYLEN *J*

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (CHIEF EDUCATION OFFICERS -
DEPARTMENT OF EDUCATION AND COMMUNITIES) SALARIES
AND CONDITIONS AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Institute of Senior Educational Administrators of New South Wales, Industrial Organisation of Employees.

(No. IRC 1179 of 2012)

Before The Honourable Justice Haylen

14 December 2012

VARIATION

1. Delete the words "prior to 31 December 2011" appearing in sub clause 16.1 of clause 16, No Further Claims of the award published 29 June 2012 (372 I.G. 904).
2. Delete Part B, Monetary Rates and insert in lieu thereof the following.

PART B

MONETARY RATES

Table 1 - Salary Scale

Chief Education Officer	Salary from first pay period on or after 1.1.09 \$	Salary from first pay period on or after 1.1.10 \$	Salary from first pay period on or after 1.1.11 \$	Salary from first pay period on or after 1.1.2012 \$	Salary from first pay period on or after 1.1.2013 \$
Increase	4.4%	3.8%	3.8%	2.5%	2.5%
Level 3	135,608	140,761	146,110	149,763	153,507
Level 2	130,023	134,964	140,093	143,595	147,185
Level 1	120,713	125,300	130,061	133,313	136,646

3. This variation shall take effect from the first full pay period commencing on or after 1 January 2013.

W. R. HAYLEN J

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (OFFICE OF THE BOARD OF STUDIES -
EDUCATION OFFICERS) SALARIES AND CONDITIONS REVIEWED
AWARD 2012**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Teachers Federation, Industrial Organisation of Employees.

(Nos. IRC 1026 and 1236 of 2012)

Before The Honourable Justice Haylen

14 December 2012

VARIATION

1. Delete Part B Monetary Rates of the award published 3 August 2012 (373 I.G. 810), and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Salaries

Chief Education Officer - Grade 1

Grade 1	4.4% From the first pay period to commence on or after 1/1/09 \$	3.8% From the first pay period to commence on or after 1/1/10 \$	3.8% From the first pay period to commence on or after 1/1/11 \$	2.5% From the first pay period to commence on or after 1/1/12 \$	2.5% From the first pay period to commence on or after 1/1/13 \$
Level 1	122,094	126,734	131,550	134,839	138,210
Level 2	126,056	130,846	135,818	139,213	142,693
Level 3	130,019	134,960	140,088	143,590	147,180
Level 4	132,681	137,723	142,956	146,530	150,193
Level 5	135,636	140,790	146,140	149,794	153,539

Chief Education Officer - Grade 2

Grade 2	4.4% From the first pay period to commence on or after 1/1/09 \$	3.8% From the first pay period to commence on or after 1/1/10 \$	3.8% From the first pay period to commence on or after 1/1/11 \$	2.5% From the first pay period to commence on or after 1/1/12 \$	2.5% From the first pay period to commence on or after 1/1/13 \$
	139,027	144,310	149,794	153,539	157,377

Principal Education Officer

	4.4% From the first pay period to commence on or after 1/1/09 \$	3.8% From the first pay period to commence on or after 1/1/10 \$	3.8% From the first pay period to commence on or after 1/1/11 \$	2.5% From the first pay period to commence on or after 1/1/12 \$	2.5% From the first pay period to commence on or after 1/1/13 \$
Single salary point	119,392	123,929	128,638	131,854	135,150

Senior Education Officer Grade 1

Grade	4.4% From the first pay period to commence on or after 1/1/09 \$	3.8% From the first pay period to commence on or after 1/1/10 \$	3.8% From the first pay period to commence on or after 1/1/11 \$	2.5% From the first pay period to commence on or after 1/1/12 \$	2.5% From the first pay period to commence on or after 1/1/13 \$
Level 1	91,769	95,256	98,876	101,348	103,882
Level 2	103,237	107,160	111,232	114,013	116,863

Senior Education Officer Grade 2

	4.4% From the first pay period to commence on or after 1/1/09 \$	3.8% From the first pay period to commence on or after 1/1/10 \$	3.8% From the first pay period to commence on or after 1/1/11 \$	2.5% From the first pay period to commence on or after 1/1/12 \$	2.5% From the first pay period to commence on or after 1/1/13 \$
Single salary point	107,619	111,709	115,954	118,853	121,824

Education Officer AECG

Level	4.4% From the first pay period to commence on or after 1/1/09 \$	3.8% From the first pay period to commence on or after 1/1/10 \$	3.8% From the first pay period to commence on or after 1/1/11 \$	2.5% From the first pay period to commence on or after 1/1/12 \$	2.5% From the first pay period to commence on or after 1/1/13 \$
Level 1 1st year of Service	66,882	69,424	72,062	73,864	75,711
Thereafter	68,993	71,615	74,336	76,194	78,099
Level 2 1st year of Service	71,698	74,423	77,251	79,182	81,162
Thereafter	73,800	76,604	79,515	81,503	83,541

Level 3					
1st year of Service	76,009	78,897	81,895	83,942	86,041
Thereafter	78,286	81,261	84,349	86,458	88,619
Level 4					
1st year of Service	81,541	84,640	87,856	90,052	92,303
Thereafter	84,135	87,332	90,651	92,917	95,240

2. This variation shall take effect on and from 1 January 2013.

W. R. HAYLEN *J*

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(240)

SERIAL C8045

CROWN EMPLOYEES NSW ADULT MIGRANT ENGLISH SERVICE (TEACHERS AND RELATED EMPLOYEES) AWARD 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Teachers Federation, Industrial Organisation of Employees.

(No. IRC 1205 of 2012)

Before The Honourable Justice Haylen

14 December 2012

VARIATION

1. Delete subclauses 30.1 and 30.2 of clause 30, No Further Claims of the award published 3 August 2012 (373 I.G. 1012), and insert in lieu thereof the following:
 - 30.1 Except as provided by the *Industrial Relations Act* 1996, there shall be no further salaries or conditions claims prior to 31 December 2013, in relation to matters expressly contained in this award.
2. Delete Part B Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Salaries

	From the first pay period to commence on or after 1.1.2012 \$	From the first pay period to commence on or after 1.1.2013 \$
Salary Scale for Permanent Teachers, Full Time temporary Teachers and Education Officers		
Increase	2.5%	2.5%
1st Salary Level	54,271	55,628
2nd Salary Level	57,173	58,602
3rd Salary Level	60,072	61,574
4th Salary Level	62,971	64,545
5th Salary Level	66,286	67,943
6th Salary Level	69,188	70,918
7th Salary Level	72,084	73,886
8th Salary Level	74,985	76,860
9th Salary Level	78,509	80,472
10th Salary Level	85,471	87,608
Salary Scale for Senior Education Officers		
Increase	2.5%	2.5%
Senior Education Officer		
Class II	115,063	117,940
Senior Education Officer		
Class I		
Year 1	98,066	100,518
Year 2	102,116	104,669
Year 3	106,168	108,822

Salary Scale for Operations Managers		
Increase	2.5%	2.5%
Operations Manager	139,931	143,429
Casual Teachers		
Increase	2.5%	2.5%
1st Salary Level	66.83	70.21
2nd Salary Level	70.41	73.97
3rd Salary Level	73.98	77.73
4th Salary Level	77.56	81.49
5th Salary Level	81.65	85.78

Table 2 - Other Rates

Item No.	Clause No.	Brief Description	2.5% From the first Pay period to commence on or after 1.1.2012 \$	2.5% From the first Pay period to commence on or after 1.1.2013 \$
1	11	Education Officer after 12 months on the maximum of the common salary scale after a further 12 months on the maximum of the common salary scale	3,707 3,707	3,800 3,800
2	11.3	Teacher nominated to undertake additional responsibilities	6,566	6,730

3. This variation shall take effect from 1 January 2013.

W. R. HAYLEN J

Printed by the authority of the Industrial Registrar.

HIGHER SCHOOL CERTIFICATE MARKING AND RELATED CASUAL EMPLOYEES RATES OF PAY AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Teachers Federation, Industrial Organisation of Employees.

(No. IRC 1051 of 2012)

Before The Honourable Justice Haylen

14 December 2012

AWARD

This award is arranged as follows:

Section 1 - The Award

Clause No.	Subject Matter
1.	Award Title
2.	Intention
3.	Definitions

Section 2 - Conditions of Marking and Related Matters

4.	HSC Marking Procedures
5.	Marking of Written Papers
6.	Privacy

Section 3 - Conditions of Employment

7.	Duties of Marking and Inquiry Centre Staff
8.	Hours of Work
9.	Provision of Facilities
10.	Recruitment and Appointment of Marking Staff
11.	Termination of Services
12.	Qualifications
13.	Reporting of Performance
14.	Family Leave Provisions

Section 4 - Rates of Pay and Allowances

15.	Rates of Pay and Allowances
16.	Deduction of Unions' Membership Fees
17.	Superannuation
18.	Salary Sacrifice to Superannuation

Section 5 - Award Compliance and Related Matters

19.	Nomination of Unions' Representatives
20.	Dispute Resolution Procedures
21.	No Further Claims
22.	Anti-Discrimination
23.	Work Health and Safety
24.	Area Incidence and Duration

SCHEDULE 1

- Table 1 - Weekday, Weekday Supplementary,
Weeknight/Saturday and Sunday Rates
Table 2 - External and Corporate Per Unit Marking Rates
Table 3 - Languages Other Than English (LOTE) Examiners
Hourly Rates
Table 4 - Other Rates and Allowances
Table 5 - Hourly Rates to Apply to Corporate On-screen
Marking

SECTION 1 - THE AWARD**1. Title**

This award shall be known as the (Higher School Certificate Marking and Related Casual Employees) Rates of Pay and Conditions Award.

2. Intention

- 2.1 This award provides for increases in rates of pay and those allowances that are not regulated by other instruments of 2.5% per annum government funded increases provided by the NSW Public Sector Wages Policy 2011.

3. Definitions

- 3.1 "the Act" means the *Public Sector Employment and Management Act 2002*.
- 3.2 "Assistant Officer in Charge HSC Inquiry Centre" means a person employed as such to assist the Director, or delegate, in the supervision of the HSC Inquiry Centre.
- 3.3 "Assistant Supervisor of Marking" means a person employed as such to assist the Supervisor of Marking.
- 3.4 "Board" means the Board of Studies, a statutory body corporate established by Section 99 of the *Education Act 1990*.
- 3.5 "Chief Executive" means the person holding or acting in the position of Department Head of the Office of the Board of Studies.
- 3.6 "Corporate marking" means the marking, pilot marking, briefing, standards setting and other activities associated with HSC examinations, whether written or other, carried out at centres designated by the Chief Executive during the day and night.
- 3.7 "Director" means the person holding or acting in the Senior Executive position appointed with responsibility for the Higher School Certificate programs pursuant to Section 17 of the *Public Sector Employment and Management Act 2002*.
- 3.8 "Discrepant" means a difference in the marks allocated to a student's examination response which has been double marked which exceeds the parameters set out in clause 4.2 of this award. For questions where a single mark is awarded by each examiner, two marks are discrepant if their difference is equal to or greater than a fixed proportion of the maximum mark value of the question.
- 3.9 "External Marker" means a person employed as such to undertake a program of marking of the HSC and paid by the number of questions, papers or parts of papers marked, with additional payment on an hourly basis for briefing and pilot marking.
- 3.10 "External Marking" means the marking, pilot marking, briefing, standards setting and other activities associated with HSC examinations, whether written or other, where the responses are collected by or

- delivered to the markers to mark in their own time, and at individual locations including domestic locations.
- 3.11 "Double Marking" means a process where two markers make independent judgements concerning the relative merit of a student's examination response and each allocates a mark in accordance with the approved marking scheme and with each marker being unaware of the mark allocated by the other marker.
- 3.12 "Employees" means Markers, External Markers, Senior Markers, Assistant Supervisors of Marking, Supervisors of Marking, Assistant Officer-in-Charge Inquiry Centre, Inquiry Officers, LOTE Examiners and LOTE Casuals.
- 3.13 "HSC" means the Higher School Certificate examination.
- 3.14 "HSC Inquiry Centre" means the HSC telephone inquiry service which operates following the release of HSC results and is staffed by Inquiry Officers and the Assistant Officer-in-Charge HSC Inquiry Centre.
- 3.15 "HSC Inquiry Centre Staff" means persons employed in the classifications of Inquiry Officer and the Assistant Officer in Charge HSC Inquiry Centre.
- 3.16 "Inquiry Officer" means a person employed as such to answer inquiries from students at the HSC Inquiry Centre.
- 3.17 "Itinerant marking" means the marking, pilot marking, briefing, standards setting and other activities associated with HSC examinations, whether written or other, which occurs at various successive locations and where the markers travel between these decentralised locations at which the responses are produced or held.
- 3.18 "Languages other than English (LOTE) Examiner" means a person employed as such released from their normal teaching duties while on full pay during the normal working day, to conduct speaking and listening skills examinations in languages other than English at schools, colleges or special examination centres designated by the Chief Executive for students other than those being taught as part of the Examiner's normal teaching duties. LOTE Examiners do not assign marks.
- 3.19 "Languages other than English (LOTE) Casual" means a person employed as such (who is not normally employed in a teaching position for which paid relief is provided) to conduct speaking and listening skills examinations in languages other than English at schools, colleges or special examination centres designated by the Chief Executive. LOTE Casuals do not assign marks.
- 3.20 "Marker" means a person employed as such for the purpose of Corporate marking, External marking or Itinerant marking.
- 3.21 "Marking Staff" means all persons employed in the classifications of Markers, Senior Markers, Assistant Supervisors of Marking and Supervisors of Marking.
- 3.22 "On-screen Marking" means the marking of examination responses provided to Marking Staff or External Markers via the internet or a computer network.
- 3.23 "Paid Relief" means the reimbursement made to a school, college or school system to cover the employment of a replacement teacher to replace the teacher involved in marking or the Languages other than English (LOTE) Examiner conducting languages other than English examinations (as per definition), with the intention that the reimbursement made is to enable a replacement teacher to perform the normal duties of the teacher involved in marking or the teacher conducting languages other than English examinations.
- 3.24 "Parties" means the Chief Executive and the unions.

- 3.25 "Senior Marker" means a person employed as such to undertake marking as required and to supervise a team of markers under the direction of the Supervisor of Marking and the Assistant Supervisor of Marking.
- 3.26 "Supervisor of Marking" means a person employed as such to manage the marking operation in particular subjects, courses or parts of courses as determined by the Chief Executive.
- 3.27 "Unions" means the New South Wales Teachers Federation, the National Tertiary Education Union of New South Wales and the New South Wales Independent Education Union.

SECTION 2 - CONDITIONS OF MARKING AND RELATED MATTERS

4. HSC Marking Procedures

- 4.1 Double Marking shall be used for questions which require an extended response such as essays, creative writing and responses to literature and will be used in all subjects where double marking was applied in the 1998 HSC.
- 4.2 The identification of discrepant marks will be made in accordance with the following parameters:
- (a) For questions where a single mark is awarded by each examiner - where the difference between the two examiners' marks is equal to or greater than one-third of the range of marks allocated to the question.
 - (b) Where the mark awarded for the question comprises marks awarded to a number of part questions - where the difference between the total mark awarded for the question by each examiner is equal to or greater than one-quarter of the range of marks.
- 4.3 Where marks for a student's examination response are found to be discrepant pursuant to clause 4.2, the student's examination response will undergo a third independent marking.
- 4.4 The parties to the award agree to consult in relation to the application of double marking and discrepant marking prior to each marking period.

5. Marking of Written Papers

- 5.1 The majority of marking of written papers is undertaken by marking staff travelling to a centre to mark between 4.00 p.m. and 9.00 p.m. Monday to Friday and 9.00 a.m. and 5.00 p.m. on Saturdays.
- 5.2 A proportion of marking of written papers may occur between 9 am and 5.30 pm Monday to Friday in the case only of:
- (a) briefing, pilot marking, standards setting and other related duties performed during the day prior to the commencement of evening marking at a centre or at the conclusion of the marking program for a course; and
 - (b) corporate marking performed in accordance with sub-clauses 5.3 to 5.5, referred to as day marking.
- 5.3 The particular subjects, courses or parts of courses to be marked by corporate marking between 9 am and 5.30 pm Monday to Friday:
- (a) in the Sydney metropolitan area will be rotated from year to year and will not include subjects, courses or parts of courses in which there is itinerant marking;
 - (b) in areas outside the Sydney metropolitan area may be rotated from year to year and will not include subjects, courses or parts of courses in which there is itinerant marking.

- 5.4 No more than 12 per cent of the total hours of written marking shall be marked by corporate marking between 9 am and 5.30 pm Monday to Friday.
- 5.5 On-screen Marking will occur for up to 50% of all Corporate and External marking of HSC papers and questions as measured by the total mark value of responses;
- 5.6 At the beginning of each year the parties agree to consult over the operation of corporate marking between 9 am and 5.30 pm Monday to Friday in the preceding marking period. Such consultation shall include, without being limited to, discussion of the following issues - the mix of metropolitan and non-metropolitan corporate marking between 9 am and 5.30 pm Monday to Friday and the subjects in which corporate marking between 9 am and 5.30 pm Monday to Friday is utilised.

6. Privacy

The parties note the regulations to the *Education Act* 1990. In respect of the HSC Inquiry Centre, information regarding individual students, individual Inquiry Centre staff and individual schools will not be publicly disclosed.

SECTION 3 - CONDITIONS OF EMPLOYMENT

7. Duties of Marking and Inquiry Centre Staff

7.1 Marking Staff

Without limiting the generality of clause 7.3, the duties of marking staff involve attendance at designated venues or external settings for External Markers according to a program determined by the Chief Executive comprising pilot marking, marking, briefing, standards setting and other activities associated with examination scripts, projects and performances for Higher School Certificate assessment purposes. These activities can take place in a range of school, marking centre and external settings.

7.2 Inquiry Centre Staff

Without limiting the generality of clause 7.3, the duties of Inquiry Centre staff are to respond to student and teacher questions regarding aspects of their Higher School Certificate results and assessment marks.

7.3 Duties as Directed

- (a) The Chief Executive, or 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 this award and provided that such duties are not designed to promote deskilling.
- (b) Any directions issued by the Chief Executive pursuant to paragraph (a) of this clause shall be consistent with the Chief Executive's responsibility to provide a safe and healthy working environment.

8. Hours of Work

8.1 The ordinary hours of work for Employees shall be:

- (a) Monday to Friday Corporate Marking HSC:
- (i) 9 am to 5.30 pm; or
- (ii) 4 pm to 9 pm.
- (b) Saturday Corporate Marking HSC and the conducting of languages other than English speaking and listening skills examinations on Saturdays 9 am to 5 pm.

- (c) Monday to Friday HSC Inquiry Centre - no more than eight hours employment in the period 8.30 am to 6 pm.
 - (d) Itinerant Marking - 9 am to 3.30 pm Monday to Friday, 9 am to 5 pm Saturday.
 - (e) External Marking - outside the hours midnight to 6 am. At the request of Markers, Supervisors of Marking may request the Director to vary the hours of work for particular subjects to outside the hours midnight to 5 am.
- 8.2 Provided that, with the exception of External Markers, all other Employees will be entitled to a one-hour meal break between the hours, as applicable, of:
- (a) 12.30 pm to 2 pm, Monday to Friday;
 - (b) 6 pm to 7.30 pm, Monday to Friday;
 - (c) 12.30 pm to 2 pm, Saturday.
- 8.3 With the exception of External Markers, employees will be entitled to a morning and afternoon tea break of ten minutes each on each work day which will count as time worked.
- 8.4 Hours of work for Languages other than English (LOTE) Examiners shall be pursuant to the minimum shift engagement of three hours between 9 am to 3.30 pm on weekdays.
- 8.5 With the exception of HSC Inquiry Centre staff and External Markers, and at the request of the markers of a particular subject, Supervisors of Marking may ask the Director to vary the hours of work for that subject as follows:
- (a) Commencing work at 8.30 am and finishing at 4.30 pm on Saturdays.
 - (b) Commencing work at 4 pm and finishing at 9.15 pm and 8.45 pm respectively on Monday to Friday.
- 8.6 Subject to the progress of marking in particular subjects, courses or parts of courses, Supervisors of Marking may request the Director to allow an unpaid lay night where no marking is undertaken in a particular subject, courses or parts of courses on that night.
- 8.7 Itinerant examiners shall have up to one hour of unpaid travelling time, with one hour for lunch for the remuneration as applicable according to whether they are released from full-time teaching or not as set out in clauses 15.2.2 and 15.2.3 respectively. All other marking shall be remunerated at the applicable rates as set out in clauses 15.2.1 and 15.2.4. Additional travelling time shall be paid at the weekday rate as set out in clause 15.2.3.
- 8.8 Employees engaged in Corporate Marking may, subject to the agreement of the majority of employees affected, reach agreement with the relevant Supervisor of Marking to work beyond the scheduled finishing times described in clause 8.1. In the event this involves Employees working beyond their regular shift of 9 am to 5.30 pm weekdays and 9 am to 5 pm Saturday until 6.30 pm then a further meal allowance is payable notwithstanding the provisions of clause 15.5.

9. Provision of Facilities

- 9.1 Tea/Coffee
- 9.1.1 Adequate tea, coffee, milk, sugar and refrigerator facilities will be provided at each marking centre.
 - 9.1.2 Access of employees to tea and coffee facilities will, at all times, be subject to the directions of the Supervisors of Marking to ensure minimal interruption to the marking process.

9.1.3 Employees will supply their own cups for tea and coffee during the employment.

9.2 Work Health and Safety

9.2.1 Marking centres will be clean and tidy prior to the commencement of marking each day in accordance with work health and safety legislation standards.

9.2.2 Personal headsets will be provided for HSC Inquiry Centre staff.

9.2.3 The parties to the award will monitor and address any work health and safety issues arising from the implementation of on-screen marking.

9.3 Proof of Identity

Employees will supply their own photograph, of a standard passport size, for attachment to an identification card. Unless marking in an External marking setting employees will carry identification cards at all times during the marking and the HSC Inquiry Centre processes. Employees will replace photographs in the event of the loss of a card.

9.4 Other Facilities

Marking centres will be provided with adequate toilets, first-aid facilities and eating areas.

10. Recruitment and Appointment of Marking Staff

10.1 Supervisors of Marking

Supervisor of Marking applications will be considered by a Selection Committee chaired by the Director's nominee. The following factors will be used in selecting the most eligible applicant.

10.1.1 Previous marking experience as a Senior Marker, Coordinating Senior Marker or Assistant Supervisor of Marking.

10.1.2 Substantial and recent teaching experience at a senior level.

10.1.3 Demonstrated high level organisational, management and leadership skills. eg. position on staff.

10.1.4 Demonstrated ability to manage a complex operation such as a marking centre.

10.1.5 Qualifications in the subject - university degree or recognised equivalent.

10.1.6 Membership of professional bodies associated with the subject, eg. curriculum committees, professional associations, etc.

10.2 Criteria for Marker Selection

10.2.1 The Office of the Board of Studies will ensure that subject specific criteria used by the Supervisor of Marking (SOM) when making his/her selection/non-selection conforms with the general selection criteria and has been applied consistently across the subject/course.

The following general criteria will be used in selecting markers.

10.2.1.1 Total number of years teaching the subject/course - As a general guide, three years' experience teaching the subject/course at a senior level will be regarded as a minimum requirement for appointment as a marker.

10.2.1.2 Recent teaching of the subject/course - As a general guide, an applicant who has not taught the course/subject in the last 3 years is regarded as not having recent teaching experience.

- 10.2.1.3 Retired applicants - The requirement for adequate recency of teaching will mean that, in most cases, retired applicants will not be eligible for appointment.
- 10.2.1.4 Qualifications - Normally a degree with a major in the subject or a program of study deemed to be equivalent is required for appointment as a marker.
- 10.2.1.5 Current position within the school - School Principals are not eligible for appointment as a marker. Preference is given to teachers directly involved in the organisation and teaching of the subject.
- 10.2.1.6 Part-time and casual teachers - In most cases, applicants who are casual teachers will not have sufficient teaching experience. However, there may be instances where the applicant is a casual teacher but has had experience teaching blocks of senior classes which may amount to the minimum required years teaching experience for appointment.
- 10.2.1.7 Turnover of markers - A minimum of 10 per cent of markers appointed each year will not have marked previously. This is a policy aimed at increasing the pool of teachers with marking experience in each subject.
- In subjects where the number of applicants exceeds the number of available positions, a limit on the number of years for appointment to marking may be applied.
- 10.2.1.8 Topic expertise - Where necessary, an applicant may be appointed on the basis of the expertise they have in a particular area of the subject/course.
- 10.2.1.9 Previous satisfactory marking - Although previous marking experience should be considered in determining an applicant's qualifications for appointment, the Office of the Board of Studies will not automatically reappoint a marker from the previous year. Markers deemed to have an unsatisfactory performance level may not be appointed in subsequent years.
- 10.2.1.10 Other relevant experience in promoting the subject - An applicant who has not had any recent experience teaching the course or the subject may be appointed if the Office of the Board of Studies deems their experience relevant to the marking program.
- 10.2.1.11 Distance - Appointment of markers will be restricted to teachers who can ensure that they will be able to commence marking as scheduled each day. Any applicant who is outside reasonable distance from the marking centre must show ability to get there on time.
- Applicants who live a long distance from the marking centres but have indicated that they intend to take leave if appointed will be considered eligible in terms of this criterion.
- 10.2.1.12 Declaration and approval - The application must include a declaration by the Principal or Dean of Studies at TAFE or relevant supervisor that
- (i) the information provided by the applicant is, to the best of their knowledge, correct;
 - (ii) the application is approved.
- 10.2.1.13 Selection of markers is based on the information provided on the application. The Office of the Board of Studies will not contact an applicant who has not provided information that is crucial in determining that person's eligibility. Applicants are responsible for providing complete and accurate information.

- 10.2.1.14 If a marker's application is submitted after the closing date, the applicant will only be appointed if there is a shortage of qualified applicants.
- 10.2.1.15 In selecting markers, consideration will be given to a balanced representation of markers from Government Schools, Catholic Schools, Independent Schools, Institutes of TAFE and universities.

10.2.2 Criteria Specific to Marker Selection -

- 10.2.2.1 Appointment to more than one marking session - In order to give as many suitably qualified applicants the opportunity to participate in marking, applicants will generally be appointed to only one course and to one session where there is both a practical and written component.
- 10.2.2.2 Examination Committee members - Members of the Examination Committee will not be given automatic appointment as markers.
- 10.2.2.3 Appointed markers will need to be available for all marking sessions, including briefing and pilot marking, and will have agreed to this and all other conditions of employment when submitting their application. Applicants who do not agree to the conditions of employment will not be appointed.

10.3 Criteria Specific to Selection of Marking Staff for On-screen Marking

Markers applying for on-screen marking where the marking is not to occur in a Corporate Marking Centre must ensure that they can provide access to a fast and reliable internet service for the purposes of marking.

10.4 Provision of Information

- (a) The unions party to the award shall have access to information concerning the application of criteria for particular applicants.
- (b) The unions shall have access to information on the distribution of applicants appointed from various schools and different education systems.
- (c) An applicant who is not appointed shall be advised of the reason for non-appointment.

11. Termination of Services

An employee is entitled to 48 hours' notice of termination of services, or the equivalent of two days' ordinary pay in the relevant employment classification, except where termination of services is on account of misconduct of any kind or any unsatisfactory standard of work or voluntary withdrawal by the employee.

12. Qualifications

The minimum qualifications and experience for employment under this award shall be determined by the Chief Executive.

13. Reporting of Performance

A system of appraisal of performance of Employees will be undertaken during the HSC marking with the exception of HSC Inquiry Centre staff. This will involve provision of an individual report at the conclusion of marking to Employees showing:

- (i) an overall grading of his/her performance;
- (ii) supporting information relating to accuracy and rate of marking;

- (iii) an indication of his/her attendance record throughout the marking; and
- (iv) a written comment describing his/her performance throughout the marking.

14. Family Leave Provisions

14.1 The Chief Executive must not fail to re-engage an Employee because:

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

14.1.2 The Employee is or has been immediately absent on parental leave

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

14.2 Personal Carers entitlement for Employees

14.2.1 Employees are entitled to not be available to attend work, or to leave work if they need to care for a family member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to evidentiary requirements set out below in (14.3), and the notice requirements set out in (14.4).

14.2.1.1 A family member for the purposes of above is:

a spouse or family member; or

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

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

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

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

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

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

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

14.2.3 The Chief Executive must not fail to re-engage an Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage an Employee are otherwise not affected.

- 14.3 The Employee, shall if required,
- 14.3.1 Establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- 14.3.2 Establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such an emergency resulted in the person concerned requiring care by the Employee.
- In normal circumstances, an Employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
- 14.4 The Employee must, as soon as reasonably practical and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (drawn from AIRC order (PR964989)).
- 14.5 Bereavement entitlements for Employees
- 14.5.1 Employees are entitled to not be available to attend work or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- 14.5.2 The Chief Executive and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.
- 14.5.3 The Chief Executive must not fail to re-engage the Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage an Employee are otherwise not affected.
- 14.5.4 The Employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (Drawn from AIRC order (PR964989)).

SECTION 4 - RATES OF PAY AND ALLOWANCES

15. Rates of Pay and Allowances

- 15.1 The monetary rates covered by this award are set out in tables 1-5 of Schedule 1 of this award:
- Table 1 - Weekday, Weekday Supplementary, Weeknight/Saturday and Sunday Rates
- Table 2 - External and Corporate Per Unit marking rates
- Table 3 - Languages other than English (LOTE) Examiner Hourly Rates
- Table 4 - Other Rates and Allowances
- Table 5 - Hourly Rates floor to apply to Corporate On-screen Marking
- 15.2 Rates of Pay
- Subject to the provisions of clause 15.2.7:

- 15.2.1 Weeknight/Saturday rates are hourly rates paid to Employees from 3.30 pm on any weekday and for all time worked on a Saturday. These rates include a loading of 11.4% on the Weekday rates to compensate for all disabilities.
- 15.2.2 The Weekday Supplementary rates apply to Employees from 9 am on a weekday until 3.30 pm for Corporate Marking and Itinerant Marking where a teacher is released on pay from another employer.
- 15.2.3 The Weekday rates apply to Employees from 9 am on a weekday until 3.30 pm for Corporate Marking and Itinerant Marking where the Employee is not normally employed in a teaching position for which paid relief is provided during marking. This provision does not apply to those Employees to which clause 15.2.2 applies.
- 15.2.4 Sunday rates are hourly rates paid to employees for all times worked on Sundays and attract a loading of 50% above the Weekday rate.
- 15.2.5 Languages other than English (LOTE) examiners and casuals shall be paid at the rates specified at Table 1 for markers, except in the case of LOTE Examiners who work less than a full day on weekdays who are to be paid at the hourly rates specified at Table 3, calculated by dividing the Weekday Supplementary rates at clause 15.2.2 by $5\frac{1}{2}$ being the number of paid hours compensated by the Weekday Supplementary rates.
- 15.2.6 During the summer school vacation HSC Inquiry Centre Staff are paid the Weeknight/Saturday rates at clause 15.2.1 for all hours worked, except for Sunday when the Sunday rates at clause 15.2.4 apply. At other times the rates at clauses 15.2.1, 15.2.2 or 15.2.3 will be paid, as applicable.
- 15.2.7 External and Corporate Per Unit Marking Rates:
- (a) Where marking is conducted in an External marking mode the rates for such External marking are as set out in Table 2 provided that where the paper is less than three hours in length the rate is determined as a fraction of the three hour rate e.g. for a two hour paper the payment is two thirds of the three hour rate.
 - (b) Where the marking is undertaken on a question basis the payment will be calculated by dividing the relevant rate for such paper by the number of questions unless otherwise specified in clause 15.2.7(c) or in Table 3.
 - (c) For On-screen HSC marking, other than mathematics, where the marking is undertaken on a question basis the Per Unit Rate of Pay method of payment will be calculated by multiplying the relevant rate for each paper by the percentage of the total mark value of the paper represented by the question concerned.
 - (d) Corporate On-screen HSC markers remuneration will be based on the greater of:
 - (i) the total number of papers or questions marked on-screen multiplied by the applicable Per Unit Rate of Pay; and,
 - (ii) the total hours of overall On-screen Marking undertaken, multiplied by the applicable hourly rate of pay as specified in Table 5 of Schedule 1. For this purpose, the total hours of On-screen Marking undertaken by individual markers will be the elapsed time of On-screen Marking as recorded by the Office's on-screen marking software for each marker.
- 15.2.8 Marking staff engaged in External On-screen Marking will receive an allowance for compensation for the use of private Information and Communications Technologies (ICT) facilities (including broadband) as set out in Table 4 item 6 of Schedule 1.

- 15.2.9 Senior Markers may choose to engage in External On-Screen Marking as Markers outside the fixed hours provided at clause 8 and will be remunerated according to the per unit rate of pay as per Table 2 Schedule 1.
- 15.2.10 Senior Markers engaged in corporate or external on-screen marking and working as Senior Markers according to fixed hours will be remunerated according to Table 1 Schedule 1.
- 15.3 As the Employees are engaged on a casual basis for a maximum of up to six weeks, the rates set out in clause 15.2 incorporate loadings for casual engagement, sick leave and pro rata holiday pay. The pro rata holiday pay incorporated in the rates in the said clause was calculated as 1/12 of the hourly rate.
- 15.4 Minimum Payments
- 15.4.1 No employee engaged in corporate marking shall be paid for less than 3 hours from the time of starting work except for markers subject to the provisions of clause 15.6.3(c) who will receive no less than for 4 hours from the time of starting work.
- 15.4.2 HSC Inquiry Centre staff required to attend on any day shall be paid no less than for 6 hours.
- 15.4.3 Languages other than English (LOTE) Examiners shall be paid a minimum of 3 hours for each weekday at the rates per hour as set out in Table 3 of Schedule 1.
- 15.4.4 Languages other than English (LOTE) Casuals shall be paid a minimum of 3 hours at the Weekday rate for Markers as set out in Table 1 of Schedule 1.
- 15.4.5 Corporate Markers engaged:
- (a) from 9 am and who work beyond 3.30 pm shall be paid a minimum of 2 hours at the Weeknight/Saturday rate for those hours; and,
 - (b) on a Saturday shall be paid a minimum of 3 hours from the time of starting work on Saturdays.
- 15.4.6 Itinerant Markers engaged:
- (a) from 9 am and who work beyond 3.30 pm shall be paid successive extensions of one half hour at the Weeknight/Saturday rate for those hours; and,
 - (b) on a Saturday shall be paid a minimum of 3 hours calculated from the time of starting work on Saturdays.
- 15.4.7 This clause does not entitle any Employee to minimum payments who arrives late or who exceeds meal break times or leaves the marking centre/inquiry centre early and works less than the minimum payment hours.
- 15.5 Meal Allowance
- A meal allowance, as set out in Item 2 of Table 4, is payable to an employee on each day of corporate marking (including briefing and pilot marking sessions) where the Employee works for at least an hour before and an hour after the meal break. The requirement for an Employee to work before and after a meal break to be paid a meal allowance is waived for LOTE Examiners and LOTE Casuals.
- 15.6 Travel Allowances
- 15.6.1 Travelling allowances for all Employees engaged in corporate marking, HSC Inquiry Centre, except for markers engaged in corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong, will be limited to the rates set out in item 3 of table 4 irrespective of the distance travelled.

15.6.2 Marking Staff engaged in Itinerant Marking are entitled to the travel allowances shown in Item 4 (a) of Table 4, except for their attendance at pilot marking and briefing sessions. The travel allowance for itinerant marking is based on the use of a private motor vehicle paid on the basis of cents per kilometre up to 8,000 km per annum at the rate set out in Item 4 (a) of Table 4 and is payable to persons marking itinerantly in respect of each kilometre travelled in excess of the total distance between the person's usual place of residence and their usual place of work and in circumstances where a rental motor vehicle is not utilised. Marking Staff engaged in Itinerant Marking attending pilot marking and briefing sessions will be paid a Travel Allowance at the rate set out in Item 3 of Table 4.

Note: Itinerant Markers have up to one hour of unpaid travelling time. Additional travelling time is paid pursuant to clause 8.7.

15.6.3 Marking Staff engaged in corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong shall be paid:

- (a) the Travel Allowance as set out in Item 3 of Table 4; and in addition (where applicable).
- (b) for travel in excess of 40 km per day from the person's daily place of residence during the marking period to the marking centre and return, up to a maximum of 160 km where the person provides evidence of the additional travel involved. The amount shall be an amount per kilometre as set out in Item 4 (b) of Table 4; or
- (c) when the supplementary kilometre allowance at paragraph (b) above is not claimed on a daily basis and subject to the person's usual place of residence being outside the Sydney metropolitan area and more than 100 kilometres from the marking centre, the Travel Allowance as set out in item 5 of table 4 Schedule 1 once per engagement;

15.6.4 Marking Staff engaged in itinerant marking who normally reside outside the Sydney metropolitan area who attend briefing sessions inside the Sydney metropolitan area shall be paid the Travel Allowance at item 5 of table 4 Schedule 1 once per engagement subject to the person's usual place of residence being more than 100 kilometres from the briefing session venue.

15.7 Subsistence Allowances for Itinerant Marking

Marking Staff engaged in itinerant marking outside the metropolitan area of Sydney who are required to stay overnight at a place other than their usual place of residence during the marking period, shall be entitled to the payment of the daily allowance at item 1(a) of table 4 Schedule 1. The entitlement to this allowance will apply for periods of 24 hours and for any periods less than 24 hours will be compensated by the payment of the hourly allowance at item 1(b) of table 4 Schedule 1.

15.8 The allowances contained in subclauses 15.5, 15.6 (except for the allowances payable pursuant to subclause 15.6.3(c) and 15.6.4) and subclause 15.7 shall be adjusted in accordance with the rates as approved from time to time by the Director General of the Department of Premier and Cabinet. (The allowances payable pursuant to subclause 15.6.3 (c) and 15.6.4 shall be adjusted in accordance with pay increases to this award).

16. Deduction of Unions' Membership Fees

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

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

17. Superannuation

- 17.1 All Employees shall be entitled to occupational superannuation at the appropriate Superannuation Guarantee Contribution (SGC) rate for all payments pursuant to clause 15.2 Rates of Pay.

18. Salary Sacrifice to Superannuation

- 18.1 Notwithstanding the salaries prescribed by Schedule 1, Monetary Rates, an employee may elect, subject to the agreement of the employee's department or agency, to sacrifice a portion of the wage/salary payable under clause 15, Rates of Pay and Allowances, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- 18.2 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
- (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the said clause 15 in the absence of any salary sacrifice to superannuation made under this award.
- 18.3 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
- (a) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
 - (b) subject to the department or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 18.4 Where an employee makes an election in terms of subclause 18.3 of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.
- 18.5 Where the employee is a member of a superannuation scheme established under:
- (a) the *Police Regulation (Superannuation) Act 1906*;
 - (b) the *Superannuation Act 1916*;
 - (c) the *State Authorities Superannuation Act 1987*;
 - (d) the *State Authorities Non-contributory Superannuation Act 1987*; or

- (e) the *First State Superannuation Act 1992*,

the employee's department or agency must ensure that the amount of any additional employer superannuation contributions specified in subclause 18.1 of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- 18.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 18.5 of this clause, the department or agency will continue to base contributions to that fund on the salary payable under clause 15 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

SECTION 5 - AWARD COMPLIANCE AND RELATED MATTERS

19. Nomination of Unions' Representatives

- 19.1 In each marking section union members will be permitted, at the commencement of marking, the necessary time to meet for the purpose only of nominating a union representative. Such meeting may be announced using a public address system (if possible) provided that there is no undue disruption to other nearby markers.

20. Dispute Resolution Procedures

- 20.1 Subject to the provisions of the *Industrial Relations Act 1996*:
- 20.1.1 Should any dispute, question or difficulty arise concerning industrial matters occurring in a particular workplace, then the employee or the union's workplace representative will raise the matter with relevant Supervisor of Marking as soon as practicable.
- 20.1.2 The Supervisor of Marking will discuss the matter with the employee or the union's workplace representative with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 20.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the employee or the union may raise the matter with the Director, Examinations and Credentials with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.
- 20.1.4 Where the procedures in the preceding paragraph do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the Chief Executive and the General Secretary of the respective unions. They or their nominees will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 20.1.5 Should the above procedures not lead to a resolution, then either party may apply to the Industrial Relations Commission of New South Wales.
- 20.2 Whilst the procedures outlined in clause 20.1 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving 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.

21. No Further Claims

- 21.1 Except as provided by the *Industrial Relations Act* 1996, there shall be no further rates of pay or conditions claims by the parties prior to 31 December 2013 in relation to matters expressly contained in this award.

22. Anti-Discrimination

- 22.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age and responsibilities as a carer.
- 22.2 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.
- 22.3 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.
- 22.4 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.
- 22.5 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.

23. Work Health and Safety

- 23.1 For the purposes of this clause, the following definitions shall apply:
- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, corporation and/or person) which has at its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that employer which might otherwise have been carried out by the other employer's own employees.
- 23.2 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):
- (a) consult with employees of the labour hire business and/or contract business regarding the workplace health and safety consultative arrangements;

- (b) provide employees of the labour hire business and/or contract business with the appropriate health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 23.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- 23.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

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

- 23.5 This clause operates from 1 March 2006.

24. Area Incidence and Duration

- 24.1 This award:
- 24.1.1 This award rescinds and replaces the Higher School Certificate and School Certificate Marking and Related Casual Employees Rates of Pay and Conditions Reviewed Award 2012 published 31 August 2012 (374 I.G. 647).
- 24.1.2 This award shall take effect on and from 1 January 2013 with a nominal term until and including 31 December 2013.
- 24.2 Covers all casual employees employed by the Office of the Board of Studies pursuant to the Act engaged to mark the Higher School Certificate examinations and to provide advice to students through the Higher School Certificate Inquiry Centre at various locations determined by the Chief Executive, Office of the Board of Studies, New South Wales.

SCHEDULE 1

Table 1 - Weekday, Weekday Supplementary, Weeknight/Saturday and Sunday Rates:

Classification	Weekday Rates		Weekday Supplementary Rates		Weeknights and Saturday Rates		Sunday Rates	
	Per Hour from		Per Hour from		Per Hour from		Per Hour from	
	1/7/2012	1/7/2013	1/7/2012	1/7/2013	1/7/2012	1/7/2013	1/7/2012	1/7/2013
	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
	\$	\$	\$	\$	\$	\$	\$	\$
Marker	69.43	71.17	67.29	68.97	77.34	79.27	104.10	106.70
LOTE Examiner	-	-	67.29	68.97	77.34	79.27	104.10	106.70
LOTE Casual	69.43	71.17	-	-	77.34	79.27	104.10	106.70
1. Senior Marker 2. HSC Inquiry Centre	86.16	88.31	79.39	81.37	95.95	98.35	129.25	132.48

Inquiry Officer (Note 1)								
1. Assistant Supervisor of Marking 2. Assistant Officer in Charge	99.64	102.13	91.81	94.11	110.98	113.75	149.40	153.14
HSC Inquiry Centre (Note 1)								
1. Supervisor of Marking	110.36	113.12	101.70	104.24	122.93	126.00	165.59	169.73

Note 1 Refer to provisions that apply to HSC Inquiry Centre staff at clause 15.2.6

Table 2 - External and Corporate Per Unit Marking Rates on and from

HSC	1/7/2012	1/7/2013
(a) Mathematics		
Payments will be on a per question basis		
Base Rate (Mathematics in Practice/Mathematics in Society/General Mathematics paper from 2001)	2.386	2.822
2-3 Unit paper - Mathematics paper from 2001)	2.621	4,030
3 Unit Additional paper - Mathematics Extension 1 paper from 2001	2.841	4,369
4 Unit Additional paper - Mathematics Extension 2 Paper from 2001	3.879	4,771
(b) Other subjects -		
Payments will be on a per three hour paper basis		
Base Rate	24.92	25.54
3 Unit Additional Paper	31.14	31.92

Table 3 - Languages Other Than English (LOTE) Examiners Hourly Rates

On and from

A. Weekday Examining	1/7/2012 Rates per hour 2.5% \$	1/7/2013 Rates per hour 2.5% \$
1. Languages other than English (LOTE) Examiners	12.25	12.56

Table 4 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	1/7/2012 Amount \$		1/7/2013 Amount \$	
			(a) Daily Rate \$	(b) Hourly Rate \$	(a) Daily Rate \$	(b) Hourly Rate \$
1	15.7	Travelling Allowance -				
		Capital City Rate	296.10	12.34	299.25	12.47
		Newcastle	255.60	10.65	259.25	10.80
		Wagga Wagga	224.30	9.35	250.25	10.43
		Port Macquarie	224.30	9.35	234.45	9.77
		Maitland	244.60	10.19	234.45	9.77
		Wollongong	241.10	10.05	252.25	10.51
		Orange	224.30	9.35	234.45	9.77
		Broken Hill	224.30	9.35	234.45	9.77
		Dubbo	224.30	9.35	234.45	9.77
		Bathurst	224.30	9.35	234.45	9.77
		Other Country Centres	204.30	8.51	213.45	8.89
2	15.5	Meal Allowance (based on the Overtime Meal rate (which is the same for breakfast, lunch or dinner) provided by DPC Meal Travelling and Related Allowances)	26.45		27.10	
3	15.6.1	Travel Allowances (based on 40 km multiplied by the use of private motor vehicle casual rate for a vehicle with an engine capacity of 1601cc - 2600cc pursuant to clause 15.8): Employees engaged in Corporate Marking in metropolitan areas of Sydney, Newcastle and Wollongong and HSC Inquiry Centre	11.84 per day		11.84 per day	
	15.6.3 (a)	Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong				
4		Motor Vehicle allowance - distances exceeding travel to and from usual place of residence and usual place of work:				
(a)	15.6.2	Itinerant markers	0.740 per km		0.740 per km	
(b)	15.6.3(b)	Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong in excess of 40km up to a maximum 160 km per day	0.296 per km		0.296 per km	

5	15.6.3(c)	Travel Allowance fixed payment for: Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong not claiming the allowance at 15.6.3(a) on a daily basis whose usual place of residence is outside the Sydney metropolitan area and in excess of 100 km from the marking centre.	129.69	132.93
	15.6.4	Itinerant markers who reside outside Sydney metropolitan area attending briefing sessions inside the Sydney metropolitan area where the person's usual place of residence is in excess of 100 km from the briefing session venue.	205.00 once per engagement	210.00 once per engagement
6	15.2.8	External On-screen Marking ICT Allowance for use of ICT facilities including broadband	11.00 once per engagement	11.28 once per engagement

Table 5 - Hourly Rates Floor to Apply to Corporate On-Screen marking:

	Weekday Rates Per Hour on and from		Weekday Supplementary Rates Per Hour on and from		Weeknights and Saturday Rates Per Hour on and from		Sunday Rates Per Hour on and from	
	1/7/2012	1/7/2013	1/7/2012	1/7/2013	1/7/2012	1/7/2013	1/7/2012	1/7/2013
	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%
	\$	\$	\$	\$	\$	\$	\$	\$
Classification Marker	68.77	70.49	66.64	68.31	76.60	78.52	103.10	105.68

W. R. HAYLEN J

TARONGA CONSERVATION SOCIETY AUSTRALIA SALARIED EMPLOYEES AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Taronga Conservation Society Australia.

(No. IRC 1101 of 2012)

Before The Honourable Justice Walton, Vice-President

7 December 2012

VARIATION

1. Delete Part B Monetary Rates of the award published 10 August 2012 (373 I.G. 1999) and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

Effective from the first pay period to commence on or after 1 July 2012.

Classification	1/7/12 Per annum
Clerks - General Scale - 1st year (up to 18 years)	\$31,973
2nd year (or 20 years)	\$38,672
3rd year	\$41,679
4th year	\$42,815
5th year	\$44,627
6th year	\$45,437
7th year	\$46,564
8th year	\$48,286
9th year	\$50,036
10th year	\$51,884
At 19 years + (HSC)	\$36,229
Grade 1 - 1st year	\$54,742
2nd year	\$56,351
Grade 2 - 1st year	\$57,922
2nd year	\$59,512
Grade 3 - 1st year	\$61,198
2nd year	\$63,043
Grade 4 - 1st year	\$65,011
2nd year	\$67,010
Grade 5 - 1st year	\$72,242
2nd year	\$74,520

Grade 6 - 1st year 2nd year	\$77,441 \$79,711
Grade 7 - 1st year 2nd year	\$82,098 \$84,553
Grade 8 - 1st year 2nd year	\$88,076 \$90,877
Grade 9 - 1st year 2nd year	\$93,586 \$96,217
Grade 10 - 1st year 2nd year	\$100,145 \$103,128
Grade 11 - 1st year 2nd year	\$108,242 \$112,831
Grade 12 - 1st year 2nd year	\$119,898 \$125,181
Stenographers and Machine Operators 1st year (up to 17 years) 2nd year (or 17 years) 3rd year (or 18 years) 4th year (or 19 years) 5th year (or 20 years) 6th year (or 21 years) 7th year 8th year 9th year 10th year 11th year 12th year	\$23,748 \$28,189 \$31,973 \$36,229 \$38,320 \$42,456 \$43,627 \$45,066 \$48,677 \$49,532 \$50,935 \$51,884
Grade 1 - 1st year 2nd year	\$54,742 \$56,351
Grade 2 - 1st year 2nd year	\$57,922 \$59,512
Grade 3 - 1st year 2nd year	\$61,198 \$63,043
Clerical Assistants - 1st year (or under 17 years) 2nd year (or 17 years) 3rd year (or 18 years) 4th year (or 19 years) 5th year (or 20 years) 6th year (or 21 years) 7th year 8th year 9th year	\$22,256 \$25,000 \$30,080 \$34,164 \$36,229 \$40,192 \$41,679 \$42,815 \$43,627
Class 1 - 1st year 2nd year	\$45,437 \$46,564

Class 2 - 1st year 2nd year	\$48,286 \$49,532
Class 3 - 1st year 2nd year	\$50,514 \$51,884
Class 4 - 1st year 2nd year	\$52,880 \$53,801
Typists and Communications Assistants - 1st year (or under 17) 2nd year (or 17 years) 3rd year (or 18 years) 4th year (or 19 years) 5th year (or 20 years) 6th year (or 21 years) 7th year 8th year	\$23,748 \$26,507 \$30,080 \$34,164 \$38,320 \$41,679 \$42,456 \$43,627
Senior Typist - 1st year 2nd year	\$45,437 \$46,564
Horticulturalist Labourer (Applies to employees engaged prior 1 July 2010) Level 1 Level 2 Level 3	\$45,437 \$47,445 \$49,532
Horticulturalist (Applies to employees engaged prior 1 July 2010) Level 1 Grade 1 Level 1 Grade 2 Level 2 Grade 1 Level 2 Grade 2	\$52,880 \$54,325 \$55,776 \$56,897
Horticultural Technician (Applies to employees engaged prior 1 July 2010) Grade 1 Grade 2	\$59,512 \$60,599
Senior Horticultural Technician (Applies to employees engaged prior 1 July 2010) Grade 1 Grade 2	\$64,384 \$67,010
Horticultural Apprentice (Applies to employees engaged post 1 July 2010) 1st Year 2nd Year 3rd Year 4th Year	\$22,106 \$26,126 \$30,144 \$36,174
Gardener (Applies to employees engaged post 1 July 2010) Grade 1 Grade 2 Grade 3	\$40,192 \$42,090 \$43,225
Horticulturalist (Applies to employees engaged post 1 July 2010) Grade 1 Grade 2 Grade 3 Grade 4	\$51,154 \$52,688 \$54,269 \$56,896

Horticultural Supervisor (Applies to employees engaged post 1 July 2010)	
Grade 1	\$60,411
Grade 2	\$62,224
Grade 3	\$64,089
Keeper Grade 4 (Specialist) - Level 2 (only available to employees employed permanently as a Keeper on 8 December 2005)	\$72,242
Trainee Keeper -	
Level 1	\$38,368
Level 2	\$40,924
Level 3	\$43,483
Level 4	\$46,039
Keeper -	
Level 1	\$51,155
Level 2	\$53,712
Level 3	\$56,270
Level 4	\$58,829
Senior Keeper -	
Level 1	\$61,386
Level 2	\$66,500
Keeping Unit Supervisor -	
Year 1	\$74,174
Year 2	\$75,709
Year 3	\$77,243
Keeper before Jan 06	
Grade 1	
Level 01	\$47,822
Level 02	\$48,286
Level 03	\$49,132
Level 04	\$50,035
Grade 4	
Level 01	\$65,557
Level 02	\$72,240
Public Relations Officer -	
Grade 1 -	
1st year	\$81,289
2nd year	\$82,925
3rd year	\$84,553
Grade 2 -	
1st year	\$95,352
2nd year	\$97,197
3rd year	\$99,161
Publicity Officer -	
1st year	\$68,275
2nd year	\$70,232
3rd year	\$71,521
Assistant Publicity Officer -	
1st year	\$61,837
2nd year	\$63,637

Gate Receptionists	\$50,935
Graphic Designer (Applies to employees engaged prior 1 July 2010)	
1st Year	\$50,514
2nd Year	\$51,460
3rd Year	\$52,880
4th Year	\$54,742
5th Year	\$56,351
6th Year	\$57,339
7th Year	\$58,418
8th Year	\$60,069
9th Year	\$62,411
10th Year	\$65,011
11th Year	\$67,010
12th Year	\$69,637
Junior Designer	
Grade 1	\$43,601
Grade 2	\$45,345
Grade 3	\$47,158
Grade 4	\$49,044
Designer	
Grade 1	\$50,514
Grade 2	\$52,786
Grade 3	\$55,162
Grade 4	\$57,645
Grade 5	\$60,238
Senior Designer	
Grade 1	\$63,254
Grade 2	\$66,413
Grade 3	\$69,733

Table 2 - Other Rates and Allowances

Effective from the first pay period to commence or after the dates specified in the table:

Item No.	Clause No.	Brief Description	Amount \$
1	8.4	Overtime Meal Allowance: Dinner Supper	1.7.11 \$26.45 1.7.11 \$9.00
2	11.1	First Aid Allowance Holders of Apply First Aid: Holders of Manage First Aid in the Workplace:	1.7.12 \$15.08 per week 1.7.12 \$22.69 per week
3	11.1	Casual First-aid allowance	1.7.12 \$13.12 per shift

4	11.2	Uniforms - Laundry Allowance	1.7.12 \$6.31 per week
5	11.3	Disability Allowance at Western Plains Zoo Payable only to existing keepers (permanent, temporary and casual) employed before 1 July 2010, for the term of their current contract	\$15.20 per week
6	11.4	Meal Allowance: Breakfast Lunch Dinner	1.7.11 \$21.15 1.7.11 \$24.20 1.7.11 \$41.65

2. This variation shall take effect on and from 1 July 2012.

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

Printed by the authority of the Industrial Registrar.

SERIAL C8048

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA12/16 - Forests NSW Enterprise Agreement 2012**

Made Between: The Forestry Commission of New South Wales -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, The Australian Workers' Union, New South Wales .

New/Variation: New.

Approval and Commencement Date: Approved and commenced 20 December 2012.

Description of Employees: The agreement applies to all employees employed by the Forestry Commission of New South Wales, trading as Forests NSW, located at 121-131 Oratava Avenue, West Pennant Hills, who fall within the coverage of the following awards: the Crown Employees (NSW Department of Primary Industries - Forests NSW) Forestry Field Officers Award, the Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) - Forests NSW Fieldwork and Other Staff Reviewed Award 2012, the Crown Employees (NSW Department of Primary Industries - Forests NSW) Senior Staff Award, the Crown Employees (Public Service Conditions of Employment) Award 2009, the Crown Employees (Senior Officers Salaries) Award 2007 and the Crown Employees (General Staff - Salaries) Award 2007.

Nominal Term: 30 Months.

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