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NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

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## AMBULANCE SERVICE OF NSW DEATH AND DISABILITY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Health.

(No. IRC 331 of 2008)

Before The Honourable Justice Walton, Acting President  
The Honourable Mr Deputy President Harrison  
Commissioner Ritchie

8 September 2009

### VARIATION

1. Insert after Annexure C, in clause 2, Index of Part A, of the award published 11 July 2008 (366 I.G. 5) the following:

Annexure D - Ambulance Service of NSW Health and  
Wellness Program

2. Delete clause 11, Health and Wellness Program, and insert in lieu thereof the following:

#### 11. Health and Wellness Program

- 11.1 A Health & Wellness Program will be developed in accordance with the principles set out in Annexure 'D'.
  - 11.2 The Health & Wellness Program, will commence to be implemented on and from July 1, 2010.
  - 11.3 Nothing in the Health & Wellness Program shall give rise to any additional payment, allowance or any other financial benefit to any officer. The Support Program shall not give rise to any additional leave entitlements to any officer.
  - 11.4 Officers who do not comply with the Health Assessment Program contained within the Health and Wellness Program will jeopardise any benefits that may accrue to them under this Award.
3. Insert after Annexure C, Components of Salary, the following new Annexure D.

### ANNEXURE D

#### AMBULANCE SERVICE OF NSW HEALTH AND WELLNESS PROGRAM

##### Objectives

To promote health and wellness of ambulance officers and to assist them in meeting the occupational requirements of their job.

To provide practical support, education and assistance to ambulance officers through structured health and wellness programs.

##### Benefits for the ambulance officer

A compulsory health assessment every 3 years or as recommended on medical advice.

A comprehensive individual report

Access to individual health and wellness counselling sessions

Access to health and wellness resource materials

Identification of negative lifestyle habits and risks

Identification of some medical conditions

Early intervention and management of medical conditions

Health statistics over the lifetime of career as an ambulance officer

Decreased risk of death, injury or disability from disease

Increased ability to cope with the physical and emotional stresses of ambulance officer duties

Heightened job performance and satisfaction.

#### General benefits for the Ambulance Service

Supplementary to saving lives, improving performance and achieving compliance with Occupational Health and Safety legislation and Australian and International Standards, it is anticipated that the Health and Wellness Program will make a significant positive contribution to:

the number and cost of worker's compensation and death and disability claims

the number and cost of rehabilitation cases

payroll costs due to sick or injured workers

identification of negative health factors (work-related or other) for the Ambulance Service.

#### Outcomes

A healthy and fit workforce.

Increased capacity to cope with the physical and psychological demands of ambulance officer duties.

Decreased risk of injury, illness and disease, leading to a reduction in the number and cost of health related absences, workers compensation claims/premiums and Death and Disability claims.

Compliance with relevant Occupational Health and Safety legislation and Australian Standards.

Identification and analysis of trends for the purpose of developing ambulance officer-specific health and safety interventions.

#### Focus Areas

Support Program - Introduction of a comprehensive program designed to support ambulance officers in their efforts to improve personal health outcomes.

Health Assessment Program - Introduction of an ambulance officer-specific health assessment program designed to identify significant health issues.

## Principles

Broad consultation with all stakeholders in the development and delivery of programs is critical to success.

Collaboration with international, national and state initiatives is essential for a sustained and systematic approach to health promotion and injury/disease prevention.

Linking relevant programs and taking a comprehensive/holistic approach to health promotion and injury/disease prevention will provide maximum impact.

Long term 'capacity building' will prolong and multiply health gains for both ambulance officers and the Ambulance Service.

## Key Strategies

### Infrastructure

Develop the physical and organisational infrastructure needed to implement program components. This includes support structure (eg. health/wellness and return to work professionals), related systems and procedures (eg. data management, pathways for rehabilitation), resources (eg. educational materials), and coordinated links with other relevant agencies and initiatives (eg. NSW Police WellCheck Program, NSW Fire Brigades Health and Fitness Program).

### Education

Increase awareness and understanding of general and ambulance officer-specific health issues and provide the necessary skills to take ownership of personal health outcomes. Focus on physical activity, nutrition, smoking cessation, occupational and environmental exposures, and critical incident stress as they relate to ambulance officer performance, mental health, injury prevention and chronic disease development (cardiovascular disease, cancer, diabetes, etc).

### Environments

Create work environments that promote and encourage healthy lifestyle behaviours (a 'healthy' organisational culture). Focus on provision of healthy lifestyle education. This strategy should also include identifying and encouraging the development of healthy non-work environments (eg. social sport participation; physically active families).

### Monitoring/Evaluation

Monitor health outcomes over time to determine efficacy of programs. Including broad surveys of lifestyle changes (eg. physical activity patterns), monitoring of injury and illness trends, participation rates for health and wellness activities, and periodic health assessment and 'Return to Work' program outcomes.

## Health Assessment Program

The implementation of the Health Assessment Program will help to ensure:

that ambulance officers are medically and physically capable of performing their required duties

that the risk of injury or illness is reduced through constant monitoring of health trends and the implementation of focussed health interventions

that the Ambulance Service satisfies its statutory obligations under all relevant legislation

the provision of current and accurate health/medical information for the purposes of resource allocation and planning

The Health Assessment Program will include:

- Lifestyle questionnaire and occupational history (including exposures);
- Medical examination (primary focus on cardiovascular, respiratory and musculoskeletal systems);
- Pathology testing (general health markers; eg lipid profile, blood glucose level);
- Urinalysis;
- Spirometry (lung function);
- Vision (near and distant);
- Audiometry (hearing) as indicated;
- Cardiac Risk Profile (risk score based on Framingham study);
- Other medical assessments as indicated (eg. cardiac stress test based on high Cardiac Risk Profile score).

Wherever possible, the Health Assessment will be conducted by nominated Health Assessment Providers (wherever possible, WorkCover or Civil Aviation Safety Authority authorised medical providers). In some isolated rural locations, it may be necessary to have the Health Assessment conducted by a local medical practitioner. Where there are a number of Providers in the sector, employees can nominate the Provider of their choice. In most cases, an assessment once every three years should be adequate but, in cases of identified health risk, they may be scheduled more frequently dependent on the health risk as advised by the Health Assessment Provider.

The cost of Health Assessments conducted as part of this program, along with all other aspects of the Health and Wellness Program (as contained in this Annexure) unless otherwise stated, will be met by the Ambulance Service. This includes any referrals for other assessments arranged by the service provider for the purposes of determining occupational health risk. This does not include the cost of general assessment and treatment for non-compensable illnesses or injuries.

Attendance at a nominated Health Assessment Provider for the purpose of having a Health Assessment will occur in or be considered work time. The Ambulance Service will determine the time of the appointment. If transportation is not provided by the Ambulance Service to attend the Health Assessment, reimbursement of all reasonable transport costs will be made to the Ambulance Officer attending.

Ambulance officers will receive a confidential and comprehensive assessment report outlining clinical findings, providing comparative data and recommended health interventions, including referrals where indicated. All assessment information will remain private and confidential consistent with the (NSW) *Health Records and Information Privacy Act 2002*. The employee will forward to the Ambulance Service information in relation to the ambulance officer's fitness for duty (fit for work without restriction; fit for work with restriction; not fit for work).

Whilst the aim of the Support Program is to provide general health and wellness interventions, ambulance officers may make arrangements to discuss the results of the assessment with Ambulance Service personnel with a view to developing more focussed interventions.

The Ambulance Service shall not cover the cost of treatment for non-compensable injuries or illness. The treatment cost associated with compensable injuries or illness will be addressed through the Workers' Compensation System.

Where a medical issue is identified during the assessment, the health risk will be assessed against the inherent requirements of the job that the ambulance officer is required to do (safety critical). The Health Assessment Provider will discuss the issue with the ambulance officer to work out the best course of medical management and, in the vast majority of cases it is anticipated that there will be no need for the officer to be taken off duty. In some cases minimal work restrictions may be required, or temporary suitable duties found (where practical)

whilst they progress through the 'Return to Work Program' (refer to the NSW Ambulance Service Return to Work Policy for further information about this process).

To guide the risk assessment process, the Ambulance Service will publish medical guidelines reflective of national and international standards for emergency service workers. The medical guidelines will be reviewed and updated regularly consistent with emerging medical evidence.

#### Support Program

The aim of the Support Program is to provide general health and wellness interventions. The Support Program may also provide services that complement the Ambulance Service 'Return to Work' process. Program services may include:

health and wellness counselling and advice;

lectures and seminars on health and wellness related topics; and

health and wellness resource material.

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

M. J. WALTON *J, Acting President.*

R. W. HARRISON *D.P.*

D. W. RITCHIE, Commissioner.

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(036)

**SERIAL C7285****BISCUIT AND CAKE MAKERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1539 of 2009)

Before Commissioner Macdonald

14 October 2009

**VARIATION**

1. Delete subclause (iv) of clause 17, Wages, of the award published 2 May 2008 (365 I.G. 723) and insert in lieu thereof the following:

- (iv) Arbitrated Safety Net Adjustments

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

- (i) any equivalent over award payments, and/or
- (ii) award wage increases since 29 May 1991 other than Safety Net, State Wage Case, and Minimum Rates Adjustments".

2. Delete Table 1 - Minimum Award Wage Rates, and Table 2 - Other Rates and Allowances, of Appendix A - Wage Rates and Allowances, and insert in lieu thereof the following:

**Table 1 - Minimum Award Wage Rates**

Adult Employees - Classification	Former Award Wage Rate (Per Week) 26 October 2008 \$	Minimum Award Wage Rate (Per Week) 26 October 2009 \$
Baker	588.60	605.10
Secondary Processing Operator - Grade 1	588.60	605.10
Automatic Packaging Machinist	582.30	598.60
Dough Mixer and Syrup Maker	582.10	598.40
Secondary Processing Operator - Grade 2	582.10	598.40
Biscuit Forming Machine Operator - Grade 1	582.10	598.40
Wafer Makers	579.80	596.00
Storeperson	575.50	591.60
Biscuit Forming Machine Operator - Grade 2	575.50	591.60
Stackerperson	574.40	590.50
Brakesperson	573.90	590.00
Truck Stacker	570.50	586.50
Other Mixer	570.30	586.30
Secondary Processing Operator - Grade 3	570.20	586.20
Biscuit Forming Machine Operator - Grade 3	570.20	586.20
Oven Serviceperson	569.60	585.50
Assistant Mixer	566.50	582.40
Platform Hand, 1 <sup>st</sup> Class	566.50	582.40
Automatic Packaging Machine Operator	566.10	582.00
Depot Hand	565.90	581.70
Tea Attendant	563.00	578.80



Packer (Delivery)	562.30	578.00
Platform Hand	561.70	577.40
Line Hand	561.70	577.40
Checker	561.10	576.80
General Hand	560.80	576.50
Packer	557.30	572.90
Tin Washer	557.00	572.60
Fixer	557.00	572.60
Other Employees	557.00	572.60

**Table 2 - Other Rates And Allowances**

Item No.	Clause No.	Brief Description	Amount per week \$
1	17 (i)(b)	Leading Hands - In charge of up to 10 employees	20.45
		In charge of more than 10 employees and not more than 20 employees	34.25
		In charge of more than 20 employees	44.05
2	17 (i)(c)	Line Hands	7.56
3	20 (vi)	Tea Money	11.60
4	23	Laundry Allowance	9.09

3. This variation shall take effect from the first pay period commencing on or after 26 October 2009.

A. MACDONALD, Commissioner

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(1014)

SERIAL C7232

## BROKEN HILL COMMERCE AND INDUSTRY CONSENT AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Barrier Industrial Council.

(No. IRC 1190 of 2009)

Before Commissioner McKenna

16 September and 21 October 2009

### VARIATION

1. Delete subclause 1.40, State Wage Case, appearing in the General Clauses section of the award published 30 October 2009 (369 I.G. 312), and insert in lieu thereof the following:

#### 1.40. State Wage Case

This clause is to give effect to the 2009 State Wage Case principles and the decision of the Commission. This clause is to be applied in a manner consistent with the decision of the Commission in that matter:

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

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

The above clause will replace the offsetting clause inserted into awards pursuant to the principles determined in the State Wage Case 2009 decision.

2. Delete the General Schedule of Allowances from the General Clauses section and insert in lieu thereof the following:

#### GENERAL SCHEDULE OF ALLOWANCES

Effective from the first full pay period on or after 1 October 2009

Refer to Domestic Section for any other allowances

Item No.	Clause No.	Description of Allowance	Amount \$	
Item 1	1.9 3.7 6.8 16.9 11.3(d)	Broken Shift	4.74	per shift
Item 2	1.14(a) 11.14	First Aid allowance	7.73	per week

Item 3	1.22(c) (b) 1.22(c) (c) 3.8 (b) 3.8(c) 6.1(c) 7.1(c) 9.1(c) 22.1(c)	Overtime Meal Allowance	9.77	per meal
Item 4	1.27(d) 11.11(a)	Laundry Allowance	5.70	per week
Item 5	1.35(a)	Bicycle Allowance	10.17	per week
Item 6	1.35(a)	Motor Cycle Allowance	31.03	per week
Item 7	1.35(a)	Motor Car Allowance under 2000cc	114.61	per week
Item 8	1.35(a)	Motor Car Allowance 2000cc and over	136.06	per week
Item 9	1.35(a)	Motor Car Allowance under 2000cc (casual employee)	.51	per km
Item 10	1.35(a)	Motor Car Allowance 2000cc and over (casual employee)	.57	per km
Item 11	19.3(b)	Fare Allowance	10.85	per shift
Item 12	3.6	Additional Rates - Toilet Cleaning Allowance	8.13	per week
Item 13	11.15(a)	Mixed Functions	13.53	per shift or day

3. Delete the Animal Welfare Wage Schedule from the Animal Welfare section and insert in lieu thereof the following:

#### ANIMAL WELFARE WAGE SCHEDULE

Effective from the first full pay period on or after 1st October, 2009

Adult Employees	Weekly Rate	Full time Hourly	Part time Hourly	Casual Hourly
	\$	\$	\$	\$
Animal Nurse	584.01	15.37	16.91	17.67
General Nurse	578.23	15.22	16.74	17.50
Animal Attendant	568.20	14.95	16.45	17.20
Food prep./Kennel Clean.	568.20	14.95	16.45	17.20
All Others	568.20	14.95	16.45	17.20

Casual Employee - Time plus 15% plus A/L & LSL

Part-time Employees - Time plus 10% plus pro-rata A/L, LSL & S/L

Bona Fide Trainee - 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

Junior Employees

Junior Animal Nurses and Junior animal Attendants shall be paid the appropriate adult rate of pay.

Kennel Cleaner	%	Weekly Rate	Full time Hourly	Part time Hourly	Casual Hourly
		\$	\$	\$	\$
Under 17 years of age	70	397.74	10.47	11.51	12.04
At 17 years of age	80	454.56	11.96	13.16	13.76
At 18 years of age	90	511.38	13.46	14.80	15.48

At 19 years of age	100	568.20	14.95	16.45	17.20
All Others					
Under 17 years of age	70	397.74	10.47	11.51	12.04
At 17 years of age	80	454.56	11.96	13.16	13.76
At 18 years of age	90	511.38	13.46	14.80	15.48
At 19 years of age	100	568.20	14.95	16.45	17.20

#### Penalty Rates

Full-time & Part-time employees working ordinary hours only.

Monday to Friday after 6 pm - Time plus 20%

Saturday - Time plus 25%

Sunday - Double time

Note: Animal Attendant, Food preparer/kennel Cleaner and All others have been increased to the minimum adult wage.

- Delete the Cleaners & Caretakers Wages Schedule from the Cleaners & Caretakers section and insert in lieu thereof the following:

#### **CLEANERS & CARETAKERS WAGES SCHEDULE**

Effective from first full pay period on or after 1st October 2009

	Weekly rate \$	Full time/ hourly \$	Part time/ hourly \$	Casual/hourly \$
Caretaker	633.02	16.66	18.32	19.16
Cleaner	602.16	15.85	17.43	18.22

Part time rate - time plus 10%

Part time employees shall work not less than 12 hours per week and shall be paid a minimum of 2 hours for each day engaged.

Casual rate - time plus 15% Monday to Friday inclusive.

Bona Fide Trainee - 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

All employees shall be paid double time for all work performed on a Saturday or Sunday.

Overtime:

The payment of overtime (time worked outside of ordinary hours) shall be at the rate of time and one half for the first 2 hours and double time thereafter.

5. Delete the Clerks Wage Schedule from the Clerks section and insert in lieu thereof the following:

### CLERKS WAGE SCHEDULE

Effective from the first full pay period on or after 30th July 2009

Grade	Weekly Rate \$	Part time \$	Casual 20% \$	Casual (Inc Holiday Pay) \$
Grade 1	615.81	16.21	19.45	21.52
Grade 2	638.16	16.79	20.15	22.30
Grade 3	674.18	17.74	21.29	23.55
Grade 4	718.77	18.91	22.70	25.11
Grade 5	783.56	20.62	24.74	27.38

### JUNIOR RATES

Equivalent to Grade 3 or above (qualified computer operator)

Age	Weekly Rate \$	Part time \$	Casual \$	Casual (inc Holiday Pay) \$
At 17 years	326.70	8.60	10.32	11.41
At 18 years	395.52	10.41	12.49	13.82
At 19 years	449.84	11.84	14.21	15.72
At 20 years	528.21	13.90	16.68	18.45

### ALL OTHER JUNIORS

Age	Weekly Rate \$	Part Time \$	Casual \$	Casual (inc Holiday Pay) \$
Under 17 years	255.07	6.71	8.05	8.91
At 17 years	315.18	8.29	9.95	11.01
At 18 years	382.69	10.07	12.09	13.37
At 19 years	431.71	11.36	13.63	15.08
At 20 years	505.12	13.29	15.95	17.65

Casual Loading - 20% with a minimum payment of 4 hours plus 5/47ths Holiday Pay

Part-time employees shall work not less than 2 days per week and such hours shall be not less than 12 hours per week.

Bona Fide Trainee - 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

Overtime shall be paid at the rate of time and one half for the first 2 hours and double time thereafter.

6. Delete the Clothing Trades Wages Schedule from the Clothing Trades section and insert in lieu thereof the following:

### CLOTHING TRADES WAGES SCHEDULE

Effective from the first full pay period on or after 1st October 2009

	Weekly Rate \$	Full time/hourly \$	Part time/hourly \$	Casual/hourly \$
Seamstress	606.83	15.97	15.97	19.96
Cutter & Pattern Maker	648.64	17.07	17.07	21.34
Tradesperson	691.99	18.21	18.21	22.76

Apprentices % Tradesperson rate	%	Weekly Rate \$
1st year - 1st 6 months	50	345.99
2nd 6 months	55	380.59
2nd year - 1st 6 months	60	415.19
2nd 6 months	65	449.79
3rd year - 1st 6 months	70	484.39
2nd 6 months	75	518.99
4th year - 1st 6 months	80	553.59
2nd 6 months	85	588.19

Junior rates of pay % of Seamstress rate	%	Weekly Rate \$
16 years & under	50	303.41
At 17 years	60	364.10
At 18 years	69	418.71
At 19 years	75	455.12
At 20 years	85	515.80

Casual employees - Time plus 25% plus A/L & LSL

Part time employees - Time plus pro-rata A/L, LSL & S/L

Bona Fide Trainee - 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

Penalty Rates: Saturday - Time plus 25% Sunday - Double time. Overtime shall be paid at time and one half for the first 2 hours and double time thereafter.

7. Delete the Furnishing Trades Wages Schedule from the Furnishing Trades section and insert in lieu thereof the following:

### FURNISHING TRADES WAGES SCHEDULE

Effective from the first full pay period on or after 1st October, 2009

Furnishing	Weekly rate \$	Part time \$	Casual \$
Tradesperson / Journeyman	691.49	17.70	20.36
Other adult employees as defined engaged in:			
Soft furnishings, etc. - cutting	669.19	17.13	19.70
Soft furnishing fixing, measuring	654.95	16.77	19.29
Making etc. window blinds other than venetian blinds	643.11	16.46	18.93

Adult employees other than tradesperson/Journeyman			
First year of experience	591.94	15.15	17.43
Second year of experience	614.95	15.74	18.10
Thereafter	635.36	16.26	18.70

Bona Fide Trainee - 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

Apprentices	%	Weekly Rate \$
1st year - Junior	51	352.66
- Adult	61	421.81
2nd Year - Junior	60	414.90
- Adult	65	449.47
3rd year - Junior	75	518.62
- Adult	75	518.62
4th year - Junior	90	622.35
- Adult	90	622.35

Display Making	Weekly Rate \$	Part time \$	Casual \$
Display maker	686.47	18.06	20.77
Assistant display maker	627.27	16.51	18.98
General hand	575.98	15.16	17.43
Picture Frame Worker 1	663.22	17.45	20.07
Picture Frame Worker 2	640.57	16.86	19.39
Picture Frame Worker 3	605.01	15.92	18.31
Picture Frame Worker 4	589.79	15.52	17.85

### JUNIORS

Furnishing trades	%	Weekly \$	Part time \$	Casual \$
Under 16 years	35	215.23	5.66	6.51
At 16 years	43	264.43	6.96	8.00
At 17 years	51	313.62	8.25	9.49
At 18 years	61	375.12	9.87	11.35
At 19 Years	75	461.21	12.14	13.96
At 20 years	88	541.16	14.24	16.38
Display Makers				
Under 16 years	32	219.67	5.78	6.65
At 16 years	39	267.72	7.05	8.10
At 17 years	46	315.78	8.31	9.56
At 18 years	55	377.56	9.94	11.43
At 19 years	68	466.80	12.28	14.13
At 20 years	79	542.31	14.27	16.41
Picture Frame Maker				
Under 16 years	31	205.60	5.41	6.22
At 16 years	37	245.39	6.46	7.43
At 17 years	45	298.45	7.85	9.03
At 18 years	53	351.51	9.25	10.64
At 19 years	67	444.36	11.69	13.45
At 20 years	79	523.95	13.79	15.86

Casual employees are paid time plus 15 % with a minimum of 2 hours per start.

Part time employees are to work a minimum of 12 hours per week

Weekend Penalty: All employees shall be paid double time for all work performed on a Saturday or Sunday

Overtime: Overtime is paid at the rate of time and one half for the first 2 hours and double time thereafter.

8. Delete the Gardeners Wages Schedule from the Gardeners section and insert in lieu thereof the following:

### GARDENERS WAGES SCHEDULE

Effective from the first full pay period on or after 1st October, 2009

Hours of work shall not exceed 38 hours per week excluding meal break

Propagator &/or Gardener	Weekly rate \$	Part time \$	Casual \$
Adult employee with certificate	626.24	16.48	18.95
Adult employee without certificate	611.05	12.11	18.49
Adult employee - general garden hand	586.63	11.51	17.75

Apprentices	%	Weekly rate \$
1st year	55	344.43
2nd year	65	407.05
3rd year	75	469.68
4th year	90	563.62

Junior Rates	%	Weekly rate \$	Part time \$	Casual \$
Gardener without certificate				
18 years and under	80	488.84	12.86	14.79
At 19 years	90	549.95	14.47	16.64
At 20 years	100	611.05	16.08	18.49
General Garden hand				
18 years and under	80	469.30	12.35	14.20
At 19 years	90	527.97	13.89	15.98
At 20 years	100	586.63	15.44	17.75

Casual Employees - Time plus 15% plus A/L & LSL

Part Time employees - Time plus pro rata A/L, LSL & S/L

Bona Fide Trainee - 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

The span of hours for part-time employees shall be:

12 hours per week minimum, 32 hours per week maximum and 8 hours per day maximum.

Penalty rates: Saturday - Time plus 50% Sunday - Double time. Overtime - Time and one half for the first 2 hours and double time thereafter.



9. Delete the Hairdressers Wage Schedule from the Hairdressers section and insert in lieu thereof the following:

### HAIRDRESSERS WAGE SCHEDULE

Effective from the first full pay period on or after 1st October 2009

Hairdressers	Weekly Rate \$	Full time/hourly \$	Part time/hourly time + 10% \$	Casual/hourly time + 25% \$
Male/Female Senior	671.99	17.68	19.45	22.11

Apprentices	%	Weekly Rate \$
1st year	40	268.80
2nd year	55	369.60
3rd year	70	470.40
4th year	85	571.20

Apprentices with 1 year pre apprenticeship course	%	Weekly Rate \$
2nd Year (first 6 months only)	55	369.60
3rd year	70	470.40
4th year	85	571.20

Salon Assistant	%	Weekly Rate \$	Full time/hourly \$	Part time/ hourly time + 10% \$	Casual/hourly time + 25% \$
Senior operator		632.22	16.64	18.30	20.80
<b>Juniors</b>					
Under 16 years	40	252.89	6.65	7.32	8.32
At 16 years	50	316.11	8.32	9.15	10.40
At 17 years	60	379.33	9.98	10.98	12.48
At 18 years	70	442.55	11.65	12.81	14.56
At 19 years	80	505.78	13.31	14.64	16.64
At 20 years	90	569.00	14.97	16.47	18.72

Beauty Therapist	%	Weekly Rate \$	Full time/hourly \$	Part time/ hourly time + 10% \$	Casual/hourly time + 25% \$
Senior operator		628.06	16.53	18.18	20.66
<b>Juniors</b>					
At 17 years	40	251.22	6.61	7.27	8.26
At 18 years	55	345.43	9.09	10.00	11.36
At 19 years	70	439.64	11.57	12.73	14.46
At 20 years	85	533.85	14.05	15.45	17.56

Bona Fide Trainee - 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

Penalty Rates - Full time and Part time employees working ordinary hours only.

Monday to Friday after 6.00p.m. - Time plus 25%

Saturday - time plus 25%

All overtime is to be paid at the rate of time and one half for the first 2 hours and double time thereafter.

10. Delete the Handypersons & Town Labourers Wage Schedule from the Handypersons & Town Labourers section and insert in lieu thereof the following:

### HANDYPERSONS & TOWN LABOURERS WAGE SCHEDULE

Effective from the first full pay period on or after 1st October 2009.

	Weekly Rate	Part time hourly rate	Casual hourly rate time + 15%
	\$	\$	\$
Handyperson	652.75	17.18	19.75
Town Labourer	595.50	15.67	18.02

Junior Rates - Town Labourer	%	Weekly Rate \$	Part time/ hourly \$	Casual/ hourly \$
Under 16 years	60	357.30	9.40	10.81
At 16 years	70	416.85	10.97	12.62
At 17 years	80	476.40	12.54	14.42
At 18 years	100	595.50	15.67	18.02

Bona Fide Trainee - 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

Penalty rates

Saturday - Time plus 50%

Sunday - double time

11. Delete the Hotels Wage Schedule - Full Time Employees Schedule from the Hotels section and insert in lieu thereof the following:

### HOTELS WAGE SCHEDULE - FULL TIME EMPLOYEES

Effective from the first full pay period on or after 1st October 2009

Classifications	Weekly \$	Mon - Fri /38 \$	Saturday *1.25 \$	Sunday *1.75 \$	Pub Hols *2.5 \$
Introductory Level	573.90	15.10	18.88	26.43	37.76
Food & Beverage Att Gd 1 (bar useful) Guest Service Gd 1 (cleaner) Kitchen Attendant Gd 1	591.76	15.57	19.47	27.25	38.93
Clerical Gr 1 Cook Gd 1 (breakfast, grill cook) Doorperson & Security Officer Gd 1 Food & Beverage Att Gd 2 (bar attendant) Front Office Gr 1 Guest Service Gd 2 (room attendant) Kitchen Attendant Gd 2 Leisure Att Gd 1 Storeperson Gd 1	618.59	16.28	20.35	28.49	40.70
Clerical Gr 2 Cook Gd 2	638.16	16.79	20.99	29.39	41.98

Food & Beverage Att Gd 3 (TAB, pokies) Forklift driver Front Office Gr 2 Guest Service Gd 3 Handyperson Kitchen Attendant Gd 3 Leisure Att Gd 2 Storeperson Gd 2 Timekeeper & Security Officer Gd 2					
Cook Gd 3 (commis chef, qualified chef) Storeperson Gd 3 Clerical Gr 3 Food & Beverage Att Gd 4 Front Office Gr 3 Guest Service Gd Leisure Att Gd 3	674.18	17.74	22.18	31.05	44.35
Clerical Supervisor Cook Gd 4 (demi chef, first cook) Guest Service Supervisor Food & Beverage Supervisor Front Office Supervisor	718.77	18.91	23.64	33.10	47.29
Cook Gd 5 (chef de partie)	738.98	19.45	24.31	34.03	48.62
Persons not otherwise provided for	591.76	15.57	19.47	27.25	38.93

Bona Fide Trainee - 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

12. Delete the Hotels Wage Schedule - Part Time Employees from the Hotels section and insert in lieu thereof the following:

#### **HOTELS WAGE SCHEDULE - PART TIME EMPLOYEES**

Effective from the first full pay period on or after 1st October 2009

Classifications	Mon - Fri /38 \$	Saturday *1.25 \$	Sunday *1.75 \$	Pub Hols *2.5 \$
Introductory Level	15.10	18.88	26.43	37.76
Food & Beverage Att Gd 1 (bar useful) Guest Service Gd 1 (cleaner) Kitchen Attendant Gd 1 Persons not otherwise provided for	15.57	19.47	27.25	38.93
Clerical Gr 1 Cook Gd 1 (breakfast, grill cook) Doorperson & Security Officer Gd 1 Leisure Att Gd 1 Food & Beverage Att Gd 2 (bar attendant) Front Office Gr 1 Guest Service Gd 2 (room attendant) Storeperson Gd 1 Kitchen Attendant Gd 2	16.28	20.35	28.49	40.70

Clerical Gr 2 Cook Gd 2 Food & Beverage Att Gd 3 (TAB, pokies) Forklift driver Front Office Gr 2 Guest Service Gd 3 Handyperson Kitchen Attendant Gd 3 Storeperson Gd 2 Timekeeper & Security Officer Gd 2 Leisure Att Gd 2	16.79	20.99	29.39	41.98
Clerical Gr 3 Cook Gd 3 (commis chef, qualified chef) Food & Beverage Att Gd 4 Front Office Gr 3 Guest Service Gd 4 Leisure Att Gd 3 Storeperson Gd 3	17.74	22.18	31.05	44.35
Clerical Supervisor Cook Gd 4 (demi chef, first cook) Guest Service Supervisor Front Office Supervisor Food & Beverage Supervisor	18.91	23.64	33.10	47.29
Cook Gd 5 (chef de partie)	19.45	24.31	34.03	48.62

13. Delete the Hotels Wage Schedule - Casual Employees from the Hotels section and insert in lieu thereof the following:

#### **HOTELS WAGE SCHEDULE - CASUAL EMPLOYEES**

Effective from the first full pay period on or after 1st October 2009

Classifications	Base Rate 1/38 <sup>th</sup> \$	Mon - Fri *1.25 \$	Saturday *1.50 \$	Sunday *1.75 \$	Pub Hols *2.75 \$
Introductory Level	15.10	18.88	22.65	26.43	41.53
Food & Beverage Att Gd 1 (bar useful) Guest Service Gd 1 (cleaner) Kitchen Attendant Gd 1 Persons not otherwise provided for	15.57	19.47	23.36	27.25	42.82
Clerical Gr 1 Cook Gd 1 (breakfast, grill cook) Doorperson & Security Officer Gd 1 Leisure Att Gd 1 Food & Beverage Att Gd 2 (bar attendant) Front Office Gr 1 Guest Service Gd 2 (room attendant) Storeperson Gd 1 Kitchen Attendant Gd 2	16.28	20.35	24.42	28.49	44.77
Clerical Gr 2 Cook Gd 2 Food & Beverage Att Gd 3	16.79	20.99	25.19	29.39	46.18

(TAB, pokies) Forklift driver Front Office Gr 2 Guest Service Gd 3 Handyperson Kitchen Attendant Gd 3 Storeperson Gd 2 Timekeeper & Security Officer Gd 2 Leisure Att Gd 2					
Clerical Gr 3 Cook Gd 3 (commis chef, qualified chef) Food & Beverage Att Gd 4 Front Office Gr 3 Guest Service Gd 4 Leisure Att Gd 3 Storeperson Gd 3	17.74	22.18	26.61	31.05	48.79
Clerical Supervisor Cook Gd 4 (demi chef, first cook) Guest Service Supervisor Front Office Supervisor Food & Beverage Supervisor	18.91	23.64	28.37	33.10	52.02
Cook Gd 5 (chef de partie)	19.45	24.31	29.17	34.03	53.48

**APPRENTICE % of LEVEL 4 - Cook grade 3 is as follows;**

Apprentices	%	Weekly Rate \$
1st year	55%	370.80
2nd year	65%	438.22
3rd year	80%	539.35
4th year	95%	640.47

14. Delete the Meat Industry (Processing) Wages Schedule from the Meat Industry (Processing) section and insert in lieu thereof the following:

**MEAT INDUSTRY (PROCESSING) WAGES SCHEDULE**

Effective from the first full pay period on or after 1st October, 2009

Adult employees	Weekly Rate \$	Hourly Rate \$	Casual Rate 120% \$
Level 6	674.18	17.74	21.29
Level 5	645.75	16.99	20.39
Level 4	631.53	16.62	19.94
Level 3	619.45	16.30	19.56
Level 2	603.62	15.88	19.06
Level 1	573.90	15.10	18.12

Junior employees	Age	%	Weekly Rate \$	Hourly Rate \$
Level 6	Under 17 years	50	337.09	8.87
	17 to under 18 years	60	404.51	10.64

	18 to under 19 years	75	505.64	13.31
	19 to 20 years	85	573.06	15.08
Level 5	Under 17 years	50	322.87	8.50
	17 to under 18 years	60	387.45	10.20
	18 to under 19 years	75	484.31	12.75
	19 to 20 years	85	548.89	14.44
Level 4	Under 17 years	50	315.77	8.31
	17 to under 18 years	60	378.92	9.97
	18 to under 19 years	75	473.65	12.46
	19 to 20 years	85	536.80	14.13
Level 3	Under 17 years	50	309.73	8.15
	17 to under 18 years	60	371.67	9.78
	18 to under 19 years	75	464.59	12.23
	19 to 20 years	85	526.53	13.86

Junior employees	Age	%	Weekly Rate \$	Hourly Rate \$
Level 2	Under 17 years	50	301.81	7.94
	17 to under 18 years	60	362.17	9.53
	18 to under 19 years	75	452.72	11.91
	19 to 20 years	85	513.08	13.50
Level 1	Under 17 years	50	286.95	7.55
	17 to under 18 years	60	344.34	9.06
	18 to under 19 years	75	430.43	11.33
	19 to 20 years	85	487.82	12.84

Bona Fide Trainee - 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

Other Rates & Allowances	Amount \$
Leading Hand Allowance 3 to <10 employees	9.62
Leading Hand Allowance >10 employees	14.38

Saturday Work: All overtime worked on a Saturday shall be paid at the rate of time and a half for the first three hours and double time thereafter.

Sunday Work: All overtime worked on a Sunday shall be paid at double time with a minimum payment of four hours.

15. Delete the Motels Wages Schedule from the Motels section and insert in lieu thereof the following:

#### MOTELS WAGES SCHEDULE

Effective from the first full pay period on or after 1st October 2009

	Full Time	Part time Time 1/38	Casual Mon - Fri	All Sat Hr x 1.5	All E'ees Sun Hr x 1.75	Public Holiday Hr x 2.5	Casual Public Holiday Hr x 2.75
	\$	\$	\$	\$	\$	\$	\$
Introductory Level Three months period for employees that are inexperienced	573.90	15.10	18.88	22.65	26.43	37.76	41.53

LEVEL 1 Hospitality service grade 1	591.76	15.57	19.47	23.36	27.25	38.93	42.82
LEVEL 2 Hospitality service grade 2 Admin & front office grade 1 Leisure attendant grade 1	618.59	16.28	20.35	24.42	28.49	40.70	44.77
LEVEL 3 Hospitality service grade 3 Admin & front office grade 2 Leisure attendant grade 2	638.16	16.79	20.99	25.19	29.39	41.98	46.18
LEVEL 4 Hospitality service grade 4 Admin & front office grade 3 Leisure attendant grade 3	674.18	17.74	22.18	26.61	31.05	44.35	48.79
LEVEL 5 Hospitality service grade 5 Admin & front office supervisor	718.77	18.91	23.64	28.37	33.10	47.29	52.02
LEVEL 6 Hospitality service grade 6	738.98	19.45	24.31	29.17	34.03	48.62	53.48

Bona Fide Trainee - 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

Effective from the first full pay period on or after 1st October 2009	Casual Mon Fri Hr x 1.25  \$	Casual Sat Hr x 1.5  \$	Casual Public Holiday Hr x 2.75  \$	All Employees Sun Hr x 1.75  \$
Introductory Level Three months period for employees that are inexperienced	18.88	22.65	41.53	26.43
LEVEL 1 Hospitality service grade 1	19.47	23.36	42.82	27.25
LEVEL 2 Hospitality service grade 2 Admin & front office grade 1 Leisure attendant grade 1	20.35	24.42	44.77	28.49
LEVEL 3 Hospitality service grade 3 Admin & front office grade 2 Leisure attendant grade 2	20.99	25.19	46.18	29.39
LEVEL 4 Hospitality service grade 4 Admin & front office grade 3 Leisure attendant grade 3	22.18	26.61	48.79	31.05
LEVEL 5 Hospitality service grade 5 Admin & front office supervisor	23.64	28.37	52.02	33.10
LEVEL 6 Hospitality service grade 6	24.31	29.17	53.48	34.03

Apprentice Cooks (See level 4)	%	Per Week \$
1st year	55%	370.80
2nd year	65%	438.22
3rd year	80%	539.35
4th year	95%	640.47

#### Junior Employees (other than office juniors)

To be paid the following percentages of the rates prescribed for the appropriate adult classification for the work performed for the area in which such junior is working.

17 years and under	70%
At 18 years	80%
At 19 years	90%
At 20 years	100%

Junior employees on reaching the age of 18 may be employed in the selling of liquor, provided that they are paid the adult rate for the work being performed.

Junior office employees	%
At 15 years of age and under	50
At 16 years of age	60
At 17 years of age	70
At 18 years of age	80
At 19 years of age	90
At 20 years of age	1st year adult service

Broken Shift Allowance	\$2.16 for time worked between 2 and 3 hours \$3.41 for time worked over 3 hours
Overtime Meal Allowance	\$11.92
Board & Lodging Deduction	\$9.37 from employees who don't reside on the premises and are supplied meals during the employees spread of working hours
Fork Lift Driver Allowance	\$9.88 per week

Refer to General Section for other allowances.

16. Delete the Plant Operators & Earthmoving Wage Schedule from the Plant Operators & Earthmoving section and insert in lieu thereof the following:

#### **PLANT OPERATORS & EARTHMOVING WAGE SCHEDULE**

Effective from the first full pay period on or after 1st October 2009

Classification	Weekly Rate \$	Part Time Rate 1/38th \$	Casual Rate 115% \$
Group A	645.96	17.00	19.55
Group B	664.99	17.50	20.12
Group C	684.13	18.00	20.70
Group D	692.04	18.21	20.94
Group E	701.34	18.46	21.22
Group F	707.12	18.61	21.40
Group G	716.95	18.87	21.70
Group H	728.07	19.16	22.03
Powder Monkey	728.07	19.16	22.03



Allowances - Description	Amount \$
Leading Hands Allowance - in charge of 2-5 Employees	21.44 per week
Leading Hands Allowance - in charge of 6-10 Employees	30.25 per week
Leading Hands Allowance in charge of more than 10 Employees	38.58 per week
Operator in Charge of Plant	15.84 per week
Meal Allowance	11.80 per meal
Each subsequent meal	9.64 per meal
First-Aid Minimum Qualification Certificate	2.33 per day
First-Aid Higher Certificate	3.67 per day
Civil and/or Mechanical projects	23.47 per week
Waste Disposal Depots	1.13 per hour
Country Work	
Unbroken week	403.29 per week
Broken week	57.64 per day
Living Away from Home Allowance	30.85 per day

Bona Fide Trainee - 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

Allowances - Description	Amount \$
Fares per Day	15.29 per week
Industry Allowance	24.16 per week
Travel Pattern Loading Allowance	7.75 per week

Note 1: Industry allowance and travel pattern loading are paid in addition to the weekly rates of pay and are both paid for all purposes of the award.

17. Delete the Restaurants, Fish Shops & Cafes Where Meals are Served Wage Schedule from the Restaurants, Fish Shops & Cafes Where Meals are Served section and insert in lieu thereof the following:

#### **RESTAURANTS, FISH SHOPS & CAFES WHERE MEALS ARE SERVED WAGE SCHEDULE**

Effective from the first full pay period on or after 1st October 2009

#### Definitions

Part-Time Employees - Paid at the rate of Time plus 10% plus pro rata A/L, LSL & S/L. The span of hours for part-time employees shall be 20 hours per week minimum, 30 hours per week maximum and 8 hours per day maximum.

Casual Employees - Paid at the rate of Time plus 25% plus A/L & LSL. There is a two hour minimum payment per day.

Full Time Employees	Weekly \$	Full time 1/38th \$	Saturday Time+50% \$	Sunday Time+75% \$	Public Holidays Time+2.5% \$
First Cook in Charge with authority to direct other staff	619.56	16.30	24.46	28.53	40.76
Second Cook	605.17	15.93	23.89	27.87	39.81
Bar Attendant, Waiter/Waitress	600.53	15.80	23.71	27.66	39.51
Pantry/Kitchen/General/Maid/Cleaner	598.87	15.76	23.64	27.58	39.40

Part time Employees	Full time Hourly \$	Part time Time+10% \$	Saturday Time+50% \$	Sunday Time+75% \$	Public Holidays \$
First Cook in Charge with authority to direct other staff	16.30	17.93	24.46	28.53	40.76
Second Cook	15.93	17.52	23.89	27.87	39.81
Bar Attendant, Waiter/Waitress	15.80	17.38	23.71	27.66	39.51
Pantry/Kitchen/General/Maid/Cleaner	15.76	17.34	23.64	27.58	39.40

Casual Employees	Full time Hourly \$	Casual Time+25% \$	Saturday Time+50% \$	Sunday Time+75% \$	Public Holidays Time+2.5% \$
First Cook in Charge with authority to direct other staff	16.30	20.38	24.46	28.53	40.76
Second Cook	15.93	19.91	23.89	27.87	39.81
Bar Attendant, Waiter/Waitress	15.80	19.75	23.71	27.66	39.51
Pantry/Kitchen/General/Maid/Cleaner	15.76	19.70	23.64	27.58	39.40

Apprentice Cooks % of First Cook	%	Weekly \$	Full time 1/38 \$	Saturday Time+50% \$	Sunday Time+75% \$	Public Holidays Time+2.5% \$
1st year	46	285.00	7.50	11.25	13.12	18.75
2nd year	54	334.56	8.80	13.21	15.41	22.01
3rd year	68	421.30	11.09	16.63	19.40	27.72
4th year	80	495.64	13.04	19.56	22.83	32.61

Junior Waiter/Waitress % of Waiter/Waitress rate	%	Weekly \$	Full time 1/38 \$	Saturday Time+50% \$	Sunday Time+75% \$	Public Holidays Time+2.5% \$
Under 18 years of age	62	372.33	9.80	14.70	17.15	24.50
At 18 years of age	68	408.36	10.75	16.12	18.81	26.87
At 19 years of age	78	468.41	12.33	18.49	21.57	30.82
At 20 years of age	88	528.46	13.91	20.86	24.34	34.77

Part Time Junior Waiter/Waitress	%	Full time Rate \$	Part time Time+10% \$	Saturday Time+50% \$	Sunday Time+75% \$	Public Holidays Time+2.5% \$
Under 18 years of age	62	372.33	9.80	10.78	14.70	17.15
At 18 years of age	68	408.36	10.75	11.82	16.12	18.81
At 19 years of age	78	468.41	12.33	13.56	18.49	21.57
At 20 years of age	88	528.46	13.91	15.30	20.86	24.34

Casual Junior Waiter/Waitress	%	Full time Rate \$	Part time Time+25% \$	Saturday Time+50% \$	Sunday Time+75% \$	Public Holidays Time+2.5% \$
Under 18 years of age	62	9.80	12.25	14.70	17.15	24.50
At 18 years of age	68	10.75	13.43	16.12	18.81	26.87
At 19 years of age	78	12.33	15.41	18.49	21.57	30.82
At 20 years of age	88	13.91	17.38	20.86	24.34	34.77

Junior Pantry % of Pantry Maid rate	%	Weekly \$	Full time \$	Saturday Time+50% \$	Sunday Time+75% \$	Public Holidays Time+2.5% \$
Under 18 years of age	62	371.30	9.77	14.66	17.10	24.43
At 18 years of age	68	407.23	10.72	16.07	18.75	26.79
At 19 years of age	78	467.12	12.29	18.44	21.51	30.73
At 20 years of age	88	527.01	13.87	20.80	24.27	34.67

Part Time Junior Pantry Maid	%	Full time Rate \$	Part time Time+10% \$	Saturday Time+50% \$	Sunday Time+75% \$	Public Holidays Time+2.5% \$
Under 18 years of age	62	9.77	10.75	14.66	17.10	24.43
At 18 years of age	68	10.72	11.79	16.07	18.75	26.79
At 19 years of age	78	12.29	13.52	18.44	21.51	30.73
At 20 years of age	88	13.87	15.26	20.80	24.27	34.67

Casual Junior Pantry Maid	%	Full time Rate \$	Casual Time+25% \$	Saturday Time+50% \$	Sunday Time+75% \$	Public Holidays Time+2.5% \$
Under 18 years of age	62	9.77	12.21	14.66	17.10	24.43
At 18 years of age	68	10.72	13.40	16.07	18.75	26.79
At 19 years of age	78	12.29	15.37	18.44	21.51	30.73
At 20 years of age	88	13.87	17.34	20.80	24.27	34.67

Bona Fide Trainee - 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

Penalty Rates:

Saturday - Time plus 50% Sunday - Time plus 75%

Public Holidays - Double Time and one half

18. Delete the Security Industry Wages Schedule from the Security Industry section and insert in lieu thereof the following:

### SECURITY INDUSTRY WAGE SCHEDULE

Effective from the first full pay period on or after 1st October 2009

Adult Employees	Weekly Rate \$	Full time Hourly \$	Saturday Time+50% \$	Sunday Time+100% \$	Public Holidays Time+2.5% \$
Grade 1	658.48	17.33	25.99	34.66	43.32
Grade 2	678.04	17.84	26.76	35.69	44.61
Grade 3	690.12	18.16	27.24	36.32	45.40
Grade 4	702.09	18.48	27.71	36.95	46.19
Grade 5	725.83	19.10	28.65	38.20	47.75

Part time	Weekly Rate	Part time 1/38th	Saturday Time+50%	Sunday Time+100%	Public Holidays Time+2.5%
	\$	\$	\$	\$	\$
Grade 1	658.48	17.33	25.99	34.66	43.32
Grade 2	678.04	17.84	26.76	35.69	44.61
Grade 3	690.12	18.16	27.24	36.32	45.40
Grade 4	702.09	18.48	27.71	36.95	46.19
Grade 5	725.83	19.10	28.65	38.20	47.75

Casual	Casual Time+15%	Saturday Time+50%	Sunday hourly Time+100%	Casual Public Holidays Time+2.5%
	\$	\$	\$	\$
Grade 1	19.93	29.89	39.86	49.82
Grade 2	20.52	30.78	41.04	51.30
Grade 3	20.89	31.33	41.77	52.21
Grade 4	21.25	31.87	42.50	53.12
Grade 5	21.97	32.95	43.93	54.91

Bona Fide Trainee - 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

Saturday	150%
Sunday	200%
Nightshift	21.7%
Permanent Nightshift	30%

Other Rates & Allowances	Rate per week	Rate per shift (casuals only)
	\$	\$
Leading Hand Allowance 0-5 employees	28.53	5.71
Leading Hand Allowance 6-10 employees	32.33	6.47
Leading Hand Allowance 11-15 employees	42.26	8.45
Leading Hand Allowance 16-20 employees	48.81	9.77
Leading Hand Allowance Over 20 employees	48.81	9.77
Leading Hand Allowance Each employee exceeding 20, extra	0.77	0.15
Relieving Officer		27.70
Motor Vehicle/Cycle		28.10
Meal Allowance		8.64

19. Delete the Shop Assistants Wage Schedule from the Shop Assistants section and insert in lieu thereof the following:

### SHOP ASSISTANTS WAGE SCHEDULE

Effective from the first full pay period on or after 1st October 2009

Shop Assistants					Full & Part time only Penalty on Ord hours		All employees Ord hours
Years	%	Full Time Weekly Rate \$	P/Time Hourly 1/38 \$	Casual Mon - Sat Time+30% \$	Mon- Wed after 6pm Time+15% \$	Thu & Fri after 6pm Saturday \$	Sunday Time+50% \$
Under 16	40	265.59	6.99	9.09	8.04	8.74	10.48
At 16	50	331.99	8.74	11.36	10.05	10.92	13.10
At 17	60	398.38	10.48	13.63	12.06	13.10	15.73
At 18	70	464.78	12.23	15.90	14.07	15.29	18.35
At 19	80	531.18	13.98	18.17	16.08	17.47	20.97
At 20	90	597.58	15.73	20.44	18.08	19.66	23.59
At 21	100	663.97	17.47	22.71	20.09	21.84	26.21

Chemist Shops* Tyre Fitters+					Full & Part time only Ordinary hours		All employees Ord hours
Years	%	Full Time Weekly Rate \$	P/Time Hourly 1/38 \$	Casual Mon - Sat Time+30% \$	Mon- Wed after 6pm Time+15% \$	Thu & Fri after 6pm Saturday \$	Sunday Time+50% \$
Under 16	40	274.85	7.23	9.40	8.32	9.04	10.85
At 16	50	343.56	9.04	11.75	10.40	11.30	13.56
At 17	60	412.28	10.85	14.10	12.48	13.56	16.27
At 18	70	480.99	12.66	16.45	14.56	15.82	18.99
At 19	80	549.70	14.47	18.81	16.64	18.08	21.70
At 20	90	618.41	16.27	21.16	18.72	20.34	24.41
At 21	100	687.13	18.08	23.51	20.79	22.60	27.12

\* Dispensing under supervision of a Chemist  
+ With Certificate of Qualification

Ticket Writer					Full & Part time only Ordinary hours		All employees Ord hours
Years	%	Full Time Weekly Rate \$	P/Time Hourly 1/38 \$	Casual Mon - Sat Time+30% \$	Mon- Wed after 6pm Time+15% \$	Thu & Fri after 6pm Saturday \$	Sunday Time+50% \$
Under 16	40	268.33	7.06	9.18	8.12	8.83	10.59
At 16	50	335.41	8.83	11.47	10.15	11.03	13.24
At 17	60	402.49	10.59	13.77	12.18	13.24	15.89
At 18	70	469.57	12.36	16.06	14.21	15.45	18.54
At 19	80	536.66	14.12	18.36	16.24	17.65	21.18
At 20	90	603.74	15.89	20.65	18.27	19.86	23.83
At 21	100	670.82	17.65	22.95	20.30	22.07	26.48

Window Dresser					Full & Part time only Ordinary hours		All employees Ord hours
Years	%	Full Time Weekly Rate \$	P/Time Hourly 1/38 \$	Casual Mon - Sat Time+30% \$	Mon- Wed after 6pm Time+15% \$	Thu & Fri after 6pm Saturday \$	Sunday Time+50% \$
Under 16	40	268.69	7.07	9.19	8.13	8.84	10.61
At 16	50	335.86	8.84	11.49	10.16	11.05	13.26
At 17	60	403.04	10.61	13.79	12.20	13.26	15.91
At 18	70	470.21	12.37	16.09	14.23	15.47	18.56
At 19	80	537.38	14.14	18.38	16.26	17.68	21.21
At 20	90	604.55	15.91	20.68	18.30	19.89	23.86
At 21	100	671.73	17.68	22.98	20.33	22.10	26.52

### Departmental Managers or Branch Manager Supervising

Without duty of buying	Full Time \$	Part Time Hourly 1/38th \$	Casual Saturday Time+30% \$	Mon-Wed after 6pm Time+15% \$	Saturday, Thurs/Fri after 6pm \$	Sunday Time+50% \$
1-4 employees	678.21	17.85	23.20	20.52	22.31	26.77
5-12 employees	689.33	18.14	23.58	20.86	22.68	27.21
13-25 employees	703.24	18.51	24.06	21.28	23.13	27.76
over 25 employees	710.86	18.71	24.32	21.51	23.38	28.06

With duty of buying	Full Time \$	Part Time Hourly 1/38th \$	Casual Saturday Time+30% \$	Mon-Wed after 6pm Time+15% \$	Saturday, Thurs/Fri after 6pm \$	Sunday Time+50% \$
1-4 employees	680.25	17.90	23.27	20.59	22.38	26.85
5-12 employees	692.45	18.22	23.69	20.96	22.78	27.33
13-25 employees	706.24	18.59	24.16	21.37	23.23	27.88
over 25 employees	715.32	18.82	24.47	21.65	23.53	28.24

Bona Fide Trainee - 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

Allowances:

Section Head, Shop Walker, Supervisor, Traveller - Extra \$11.87 per week

Fork lift driver and deliverer - extra \$11.87 per week

Note: These rates are applicable to ADULTS only, employed for more than eight hours a week in these duties.

Penalty Rates:

Full time and Part time employees working ordinary hours only.

Monday to Wednesday after 6.00 pm - Time plus 15%

Thursday & Friday after 6.00pm - Time Plus 25%

Saturday - Time plus 25%,

Sunday - time plus 50%

20. Delete the Shop Assistants Petrol, Oil Resellers & Lubratorium Operators Only Wage Schedule from the Shop Assistants Petrol, Oil & Lubratorium Operators Only section and insert in lieu thereof the following:

**SHOP ASSISTANTS PETROL, OIL RESELLERS & LUBRITORIUM OPERATORS ONLY  
WAGE SCHEDULE**

Effective from the first full pay period on or after 1st October, 2009

**Day Shift**

Shop Assistants						All employees Ord hours
Years	%	Full Time Weekly Rate \$	P/Time Hourly 1/38 \$	Casual Hourly Mon - Sat Time+30% \$	Saturday Hourly Time+25% \$	Sunday Hourly Time+50% \$
Under 16	40	265.59	6.99	9.09	8.74	10.48
At 16	50	331.99	8.74	11.36	10.92	13.10
At 17	60	398.38	10.48	13.63	13.10	15.73
At 18	70	464.78	12.23	15.90	15.29	18.35
At 19	80	531.18	13.98	18.17	17.47	20.97
At 20	90	597.58	15.73	20.44	19.66	23.59
At 21	100	663.97	17.47	22.71	21.84	26.21

**Night Shift Only (30%)**

Shop Assistants						All employees Ord hours
Years		Full Time Weekly Rate \$	P/Time Hourly 1/38 \$	Casual Hourly Mon - Sat Time+30% \$	Saturday Hourly Time+25% \$	Sunday Hourly Time+50% \$
Under 16		345.27	9.09	11.81	11.36	13.63
At 16		431.58	11.36	14.76	14.20	17.04
At 17		517.90	13.63	17.72	17.04	20.44
At 18		604.22	15.90	20.67	19.88	23.85
At 19		690.53	18.17	23.62	22.71	27.26
At 20		776.85	20.44	26.58	25.55	30.67
At 21		863.17	22.71	29.53	28.39	34.07

**Afternoon Shift Only (18%)**

Shop Assistants						All employees Ord hours
Years		Full Time Weekly Rate \$	P/Time Hourly 1/38 \$	Casual Hourly Mon - Sat Time+30% \$	Saturday Hourly Time+25% \$	Sunday Hourly Time+50% \$
Under 16		313.40	8.25	10.72	10.31	12.37
At 16		391.75	10.31	13.40	12.89	15.46
At 17		470.09	12.37	16.08	15.46	18.56
At 18		548.44	14.43	18.76	18.04	21.65

At 19	626.79	16.49	21.44	20.62	24.74
At 20	705.14	18.56	24.12	23.20	27.83
At 21	783.49	20.62	26.80	25.77	30.93

**Alternating Afternoon & Night Shift (20%)**

Shop Assistants					All employees Ord hours
Years	Full Time Weekly Rate	P/Time Hourly 1/38	Casual Hourly Mon - Sat Time+30%	Saturday Hourly Time+25%	Sunday Hourly Time+50%
	\$	\$	\$	\$	\$
Under 16	318.71	8.39	10.90	10.48	12.58
At 16	398.38	10.48	13.63	13.10	15.73
At 17	478.06	12.58	16.35	15.73	18.87
At 18	557.74	14.68	19.08	18.35	22.02
At 19	637.42	16.77	21.81	20.97	25.16
At 20	717.09	18.87	24.53	23.59	28.31
At 21	796.77	20.97	27.26	26.21	31.45

Bona Fide Trainee - 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

**Alternating Day & Night Shift  
Alternating Day, Afternoon & Night Shift  
Alternating Day & Afternoon Shift**

Shop Assistants					All employees Ord hours
Years	Weekly Rate 12.5%	P/Time Hourly 1/38	Casual Hourly Mon - Sat Time+30%	Saturday Hourly Time+25%	Sunday Hourly Time+50%
	\$	\$	\$	\$	\$
Under 16	298.79	7.86	10.22	9.83	11.79
At 16	373.49	9.83	12.78	12.29	14.74
At 17	448.18	11.79	15.33	14.74	17.69
At 18	522.88	13.76	17.89	17.20	20.64
At 19	597.58	15.73	20.44	19.66	23.59
At 20	672.27	17.69	23.00	22.11	26.54
At 21	746.97	19.66	25.55	24.57	29.49

**Public Holiday Rate (All Shifts)**

Shop Assistants	Part Time Hourly Rate \$	Casual Rate \$
Under 16	17.47	19.57
At 16	21.84	24.46
At 17	26.21	29.35
At 18	30.58	34.25
At 19	34.95	39.14
At 20	39.31	44.03
At 21	43.68	48.92



Bona Fide Trainee - 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

21. Delete the Trades Wage Schedule from the Trades Wage section and insert in lieu thereof the following:

### TRADES WAGE SCHEDULE

Effective from the first full pay period on or after 1st October 2009

#### Application

The terms and conditions of this section govern the employment of persons engaged in metals manufacturing, engineering and fabrication trades and processes, maintenance and repairs of mechanical equipment and plant, electrical and electronic maintenance and repairs, domestic plumbing and associated industrial activities in the County of Yancowinna.

	Full Time Rate \$	Part Time Rate 1/38th \$	Casual Rate x1.5 \$
Process Worker (Engineering production employee)	656.25	17.27	25.90
Basic Tradeperson	771.85	20.31	30.47
Engineering Tradeperson (Multiskilled)	795.80	20.94	31.41
Engineering Tradeperson (Special Class)	829.76	21.84	32.75
Engineering Tradeperson (Senior Tradeperson)	867.54	22.83	34.24

Apprentices	%	Junior Use Engineering Tradeperson (Multiskilled) \$	%	Adult Use Process Worker for first 2 years of Apprenticeship \$
1st year	42	334.23	85	531.40
2nd year	55	437.69	85	531.40
3rd year	75	596.85		596.85
4th year	88	700.30		700.30

Bona Fide Trainee - 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

Note: Process Worker classification is only to be used in manufacturing and industrial activities involving unskilled or semi-skilled work. It is not to be used for work requiring the exercise of trade skills.

Part time employees - must work no less than 15 hours per week.

Penalty Rates

Saturday - Time plus 50%

Sunday - Double Time

On Call Allowance \$89.66 per week

The above rates incorporate the Broken Hill Allowance of \$12.40 as part of the total rate of pay.

22. Delete the Transport Wage Schedule from the Transport Wage section and insert in lieu thereof the following:

### TRANSPORT WAGE SCHEDULE

Effective from the first full pay period on or after 1st October 2009

Grade	Weekly Rate \$	Part Time Rate 1/38th \$	Casual Rate Time+15% \$
Grade 1	657.29	17.30	19.89
Grade 2	675.58	17.78	20.45
Grade 3	688.30	18.11	20.83
Grade 4	699.42	18.41	21.17
Grade 5	727.97	19.16	22.03
Grade 6	735.12	19.35	22.25
Grade 7	756.83	19.92	22.90
Grade 8	801.20	21.08	24.25
Furniture Removalist Offsider	664.03	17.47	20.10
Chauffeur	662.75	17.44	20.06

Bona Fide Trainee - 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

Long Distance Work	Rates cents per km \$
Transport Worker Grade 7 and below	33.02
Transport Worker Grade 8	33.50

Allowances	Amount \$
HIAB type crane or mechanical device	30.48 per week
Furniture for employees engaged in furniture removal	5.54 per day or part thereof
Meal Allowance	11.14 per meal
Leading Hand Allowance	33.45 per week

23. Delete the Transport - Tourist & Service Coach Drivers Wage Schedule from the Transport Wage section and insert in lieu thereof the following:

### TRANSPORT - TOURIST & SERVICE COACH DRIVERS WAGE SCHEDULE

Effective from the first full pay period on or after 1st October, 2009

	Weekly Rate \$	Part Time Hourly Rate 1/38th \$	Casual Hourly Rate Time+15% 5/47th Hols \$
Adult Employees	667.23	17.56	20.19

Bona Fide Trainee - 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

Other Rates & Allowances	\$
Driver to issue tickets and collect fares	3.05 per day
Driving Instructor Allowance	6.19 per day
Meal Allowance	11.45 per meal

- 24 Delete the Warehouse & Carriers, Wholesale Wine & Spirit Merchants Wage Schedule from the Warehouse & Carriers, Wholesale Wine & Spirit Merchants section and insert in lieu thereof the following:

**WAREHOUSE & CARRIERS, WHOLESALE WINE & SPIRIT MERCHANTS WAGE SCHEDULE**

Effective from the first full pay period on or after 1st October, 2009

Adults	Weekly Rate \$	Part Time Hourly Rate 1/38th +10% \$	Casual Hourly Rate 115% \$
Checker, Assembler, Sorter, Replenisher, Stock Hand Wrapper/ Tier, Indoor Salesperson, Storeperson	621.53	17.99	18.81
Head Storeperson 1-4 Employees	640.94	18.55	19.40
Head Storeperson 5-12 Employees	652.06	18.88	19.73

Juniors	%	Weekly Rate \$	Part Time Hourly Rate 1/38th \$	Casual Hourly Rate 115% \$
16 Years and under	60	372.92	10.79	11.29
At 17 years of age	65	403.99	11.69	12.23
At 18 years of age	75	466.15	13.49	14.11
At 19 years of age	85	528.30	15.29	15.99
At 20 years of age	100	621.53	17.99	18.81

Bona Fide Trainee - 80% of the adult weekly rate or the Junior rate for the same Classification of the Traineeship being undertaken.

Drivers: refer to Transport Industry wage schedule

Penalty rates: All employees shall be paid at the rate of time and one half for all ordinary hours worked between 6am and 12 noon Saturday and double time for all ordinary hours performed between 12 noon Saturday and midnight Sunday.

Overtime: Overtime shall be paid at the rate of time and one half for the first 2 hours and double time thereafter.

25. This variation (excluding the Clerks Wage Schedule) shall take effect from the first pay period commencing on or after 1 October 2009, the Clerks Wage Schedule rates shall take effect from 30 July 2009.

D. S. McKENNA, Commissioner

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**COMMERCIAL TRAVELLERS, &c. (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1542 of 2009)

Before Commissioner Macdonald

14 October 2009

**VARIATION**

1. Delete subclause (b) of clause 51, Arbitrated Safety Net Adjustments of the award published 9 November 2001 (329 I.G. 329), and insert in lieu thereof the following:
  - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (i) any equivalent over award payments; and/or
    - (ii) award wage increases since 29 May 1991 other than Safety Net, State Wage Case, and Minimum Rates Adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B****Table 1 - Remuneration****Part I - Local Employees**

Classification	Former Award Rate Per Week 16 October 2008 \$	Minimum Award Wage Rate Per Week 16 October 2009 \$
Local Employee	631.00	648.70
Local Wholesale Merchandiser	588.50	605.00

**Part II - Country Employees**

Classification	Former Award Rate Per Week 16 October 2008 \$	Minimum Award Wage Rate Per Week 16 October 2009 \$
Country Employee	666.10	684.75
Country Wholesale Merchandiser	619.40	636.70

**Table 2 - Other Rates And Allowances**

Item No.	Clause No.	Brief Description	Amount From 1st Pay Period Commencing 16 October 08 \$	Amount From 1st Pay Period Commencing 16 October 09 \$
1.	12(I)(a)	Locomotion Allowance - Local Employees up to 2,000 cc: standing charge allowance weekly amount	185.55 per week 20.45 cents per km	185.55 per week 20.45 cents per km
2.	12(I)(b)	Locomotion Allowance - Local Employees over 2,000 cc: standing charge allowance weekly amount	204.70 per week 0.22 per km	204.70 per week 0.22 per km
3.	12(ix)	Employee required to provide station wagon/tow a trailer or caravan	6.20 per week	6.40 per week
4.	12(xiv)	Wholesale part-time/casual merchandiser	51.2 cents per km	51.2 cents per km
5.	12(xv)	Part-time Local employees/vehicle related expenses (private vehicles)	43.9 cents per km	43.9 cents per km
6.	12, Part B (ii)	Standing Charge Air-conditioning Allowance - employee provides vehicle fitted with air-conditioning unit	4.00 per week	4.10 per week
7.	12, Part B (iii)	Dry cleaning and Laundry Allowance	5.51 per week	5.66 per week
8.	16(i)(a)	Locomotion Allowance - Country Employees up to 2,000 cc: standing charge allowance weekly amount	192.35 per week 20.45 cents per km	192.35 per week 20.45 cents per km
9.	16(i)(b)	Locomotion Allowance - Country Employees over 2,000 cc: standing charge allowance weekly amount	206.75 per week 0.22 per km	206.75 per week 0.22 per km
10.	16(ix)	Employees required to provide station wagon/tow a trailer or caravan	7.10 per week	7.30 per week
11.	16(xiv)	Wholesale part-time/casual merchandiser shall be paid for use of his/her motor vehicle	51.2 cents per km	51.2 cents per km
12.	16(xv)	Part-time Country Employees/vehicle related expenses (private vehicles)	43.90 cents per km	43.90 cents per km
13.	16, Part B (ii)	Standing Charge Air-conditioning Allowance	4.10 per week	4.20 per week
14.	16, Part B (iii)	Dry Cleaning and Laundry Allowance	2.02 per week	2.08 per week

3. This variation shall take effect from the first pay period commencing on or after 16 October 2009.

A. MACDONALD, Commissioner

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(1279)

SERIAL C7297

## **CROWN EMPLOYEES (DEPARTMENT OF SERVICES, TECHNOLOGY AND ADMINISTRATION) WAGES STAFF AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 984, 997 and 1528 of 2008)

Before Commissioner Bishop

21 October 2009

### **REVIEWED AWARD**

#### **PART A**

##### **1. Arrangement of Award**

Clause No.	Subject Matter
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#### PART A

- |     |  |
|-----|--|
| 1.  | Arrangement of Award                   |
| 2.  | Definitions                            |
| 3.  | Parties                                |
| 4.  | Incidence and Period of Operation      |
| 5.  | Workplace Reform                       |
| 6.  | Categories of Employment               |
| 7.  | Rates of Pay                           |
| 8.  | Pay Arrangements                       |
| 9.  | Hours of Work                          |
| 10. | Career Development and Training        |
| 11. | Rostered Days Off                      |
| 12. | Performance Management                 |
| 13. | Relocation Package                     |
| 14. | Leave                                  |
| 15. | Dispute Resolution                     |
| 16. | Anti-Discrimination                    |
| 17. | Consultative Arrangements              |
| 18. | Deduction of Union Subscriptions       |
| 19. | Private Use of Business Vehicles       |
| 20. | Workplace Representatives              |
| 21. | Relationship to Awards, Agreements etc |
| 22. | Award Safety Net                       |
| 23. | Leave Reserved                         |
| 24. | Assistance with Public Transport       |

Appendix One - Definition, Scope of Work, Level of Skill  
and Quality, Safety and General Responsibilities of  
Staff Members

Appendix Two - Survey and Spatial Information

Appendix Three - Apprentices

Appendix Four - Competency Based Promotion

## PART B - RATES, AND ALLOWANCES

## RATES

Table 1 - Wages Classification and Salary Schedules

Table 2 - Survey and Spatial Classification and Salary  
Schedule

Table 3 - Apprentices Classification and Salary Schedule

## ALLOWANCES

Conditions of Employment - Allowances

**2. Definitions**

- (1) "Department" and "employer" means the NSW Department of Services, Technology & Administration.
- (2) "Director-General" means the chief executive officer of the NSW Department of Services, Technology & Administration
- (3) "Wages staff", "staff", "staff member" and "employee" means a person engaged under the terms and conditions of this award by the NSW Department of Services, Technology & Administration.
- (4) "Award" means any award made pursuant to the provisions of the *Industrial Arbitration Act 1940* or *Industrial Relations Act 1996*.
- (5) "Industrial Agreement" means any Industrial Agreement made pursuant to the provisions of the *Industrial Relations Act 1996*, filed with the Industrial Registrar.
- (6) "Public Sector Agreement" means any Agreement made pursuant to the provisions of the *Public Sector Employment and Management Act 2002*.
- (7) "Determination" means any determination made pursuant to the provisions of the *Public Sector Employment and Management Act 2002*.
- (8) "Enterprise Agreement" means an Agreement made pursuant to Section 115 of the *Industrial Relations Act 1996*.
- (9) "Industrial Authority" means the Public Employment Office, as constituted under the *Public Sector Employment and Management Act 2002*.
- (10) "Union" means the:
  - The Construction, Forestry, Mining and Energy Union
  - (Construction and General Division) NSW Divisional Branch;
  - Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division, NSW Branch.
  - Electrical Trades Union of Australia, New South Wales Branch;
  - The Australian Workers' Union, Greater New South Wales Branch;
  - Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union
  - Transport Worker's Union of Australia, New South Wales Branch;
 having regard to their respective coverage.



- (11) "Supervisor" means an employee appointed as such or having been determined by management as having supervisory responsibilities for staff covered by this award.

### 3. Parties

This Award has been made pursuant to Section 10 of the *Industrial Relations Act 1996* by the following parties:

The Department of Services, Technology & Administration

The Department of Premier and Cabinet

Construction, Forestry, Mining and Energy Union

(Construction and General Division) NSW Divisional Branch

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division, NSW Branch.

Electrical Trades Union of Australia, New South Wales Branch

The Australian Worker's Union, Greater New South Wales Branch

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union

Transport Worker's Union of Australia, New South Wales Branch.

### 4. Incidence and Period of Operation

This Award will apply to all existing and future wages employees in the Department, engaged under this award. Such employees are deployed throughout the State of New South Wales as required by the Department to meet client service obligations.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Department of Commerce) Wages Staff Award 2005 published 13 January 2006 (356 I.G. 275), as varied.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 1 July 2008.

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

The contents of this Award may be varied in accordance with Section 17 of the *Industrial Relations Act 1996*.

### 5. Workplace Reform

The parties to this Award agree that the process of continual improvement and workplace reform will continue in order to achieve the business objectives of the Department.

Workplace Reform includes:

consultation with the parties on implementation.

ensuring equal employment opportunity and recognition of merit.

an emphasis on developing conceptual and strategic skills, focusing on value-adding activities.

the redesign of jobs and multi skilling initiatives following the implementation of the Department's wage structure.

the elimination of artificial barriers in career paths and provision of relevant supervisory and managerial training.

benchmarking against comparative private sector organisations.

making changes to working arrangements through consultation and cooperation.

workplace communication to ensure there is a clear and common understanding of Department's objectives.

innovation and risk taking, within a clearly defined framework of accountability and ethical behaviour.

## **6. Categories of Employment**

The usual basis for the engagement of an employee covered by this Award is as an ongoing employee, unless the employee is engaged:

"for a specified term; or;

"for the duration of a specified task; or

"for duties that are irregular or intermittent ("casual").

A person may be engaged as an employee on a full-time or part-time basis.

At the time of engagement the employer will inform each employee in writing of the conditions of engagement, including

"the type of employment;

"whether a probationary period applies and, if so, the expected duration of the period;

"if the person is engaged for a specified term, the relevant reason or purpose and the specified term;

"if the person is engaged for the duration of a specified task, the task in relation to which the person has been engaged and the estimated duration of the task; and

"a list of the main instruments governing the terms and conditions of their employment.

Employees in any classification may be employed as regular part-time employees for an agreed number of regular hours per week, which is less than the ordinary hours of duty specified in this Award. Regular part-time employees will receive, on a pro rata basis, equivalent pay and conditions to those of a full-time employee. In relation to expense related allowances, the employee will receive entitlements specified in the relevant clauses of this Award.

Proposals for part-time employment may be initiated by the employer for operational reasons or by an employee for personal reasons. No pressure will be exerted on full-time employees to convert to part-time employment or to move to other duties to make way for part-time employment.

Where a proposal is initiated by an employee, the employer will have regard to the personal reasons put by the employee in support of the proposal and to operational requirements.

The written agreement of a full-time employee will be obtained before the employee's hours are varied.

## **7. Rates of Pay**

The classifications and salary rates are set out in Table 1 of Part B, Monetary Rates of this Award.

From the first pay period commencing on or after the date of granting of variation of this Award the rates of pay set out under the heading shall be payable.

The parties agree that there shall be no additional claims for variation in the rates of pay during the period of operation of this award, namely until 30 June 2011.

### **8. Pay Arrangements**

(1) Fortnightly Payment

Employees shall be paid fortnightly.

The Department shall not keep more than five days pay in hand.

(2) Leave Loading

Recreation leave loading has been incorporated in wages through a 1.35% wage adjustment paid under the terms of the NSW Public Works Wages Staff Enterprise Agreement (1994 - 1995).

### **9. Hours of Work**

Weekly hours: The ordinary hours of duty for all full-time employees will be 38 per week, or an average thereof.

Part-time employees: Part-time employees in any classification can be employed for less than the ordinary hours of duty specified in this award for an agreed number of regular hours per week with conditions and entitlements as provided in the relevant clauses of this award.

Span of hours: Ordinary hours of duty will be worked within the limits of Monday to Friday. The commencing and finishing times of ordinary duty will be determined by the employer.

Local variations: Commencing and finishing times may be varied within the limits of 6.00am and 6.00pm Monday to Friday, subject to a 10-hour span for individual employees and a 12-hour span for individual workplaces, by agreement between the supervisor and a majority of the employees affected.

Worked continuously: The ordinary hours of duty will be worked continuously, except for meal breaks. Meal breaks should not be regarded as breaking continuity.

Five hour break: an employee should not work for more than 5 hours without a break for a meal.

Hours of duty for part-timers: Before part-time duty commences, notice in writing will specify:

the prescribed weekly hours of duty;

the pattern of hours to be worked including starting and finishing times for other than shift workers, on each or any day of the week, Monday to Friday, within the limits of the span of hours specified for an equivalent full-time employee.

the pattern of hours specified will be no less than 3 hours per day of attendance or an alternative agreed period and will be continuous on any one day.

the prescribed weekly hours and the pattern of hours specified under will not be varied, amended or revoked without the consent of the employee. Any agreed variation to the regular pattern of hours will be recorded in writing.

Where a full-time employee is permitted to work part-time for an agreed period for personal reasons, the notice in writing will provide for the hours to be varied to full-time hours on a specified date. The employee will revert to fulltime hours unless a further period of part-time employment is approved.

### **10. Career Development and Training**

The Department will provide a career development and training program designed to contribute to the attainment of corporate objectives by:

assisting employees to formulate career development plans which reflect individuals' goals and the needs of the Department.

assisting employees to achieve personal excellence in work performance in a satisfying, non-discriminatory, safe and healthy work environment;

ensuring that, on an equitable and appropriate basis, employees are provided with opportunities to develop required skills

The Department is committed to using and developing the skills of employees through the provision of on-the-job and formal training, job rotation and formal education to meet identified skills needs. The Department will consult with the parties in formulating its program.

Approved training will be conducted without loss of pay.

### **11. Rostered Days Off**

Rostered Day Off (RDO) provisions, as provided by Clause 2. Hours - Day Workers of the Crown Employees (Skilled Trades) Award shall apply to all employees along with the following provisions of this clause.

The parties agree that employees will be eligible to take their monthly rostered days off three weeks before or after the industry RDO. There will be appropriate arrangement and prior agreement between employees and the Department in determining rostered days off.

This will result in Department's projects having adequate numbers of employees on site to enable work to continue when the remaining days are taken. No more than three RDO's may be accrued in a twelve-month period.

There will be appropriate records kept of the date a employee has their RDO and of RDO's banked and subsequently used. These records will be available for perusal by the employee, on request.

### **12. Performance Management**

The parties to this Award are committed to the introduction of performance management for employees. As part of this process a performance management program shall be introduced for all employees immediately after the making of this Award.

### **13. Relocation Package**

Negotiated benefits for employees required by the Department to relocate will be agreed with individual employee prior to relocation. The benefits will be equal to, or better than, the current provisions of the Crown Employees (Transferred Officers' Compensation) Award.

The package of variable individually negotiated benefits will be established to compensate for the expenses and associated dislocation experienced by employees as a result of relocating from one residential location to another residential location as a necessary consequence of promotion, transfer (for other than disciplinary reasons) or staff exchange to a new work location.

The scope of the package must be defined in broad terms at the time of acceptance of the new position.

#### 14. Leave

- (a) All Awards, Agreements and Determinations relating to Leave continue to apply to employees with the exception of the subclauses set out below.
- (1) Annual Leave Loading
- Annual leave loading was, and is, incorporated in wage rates through a once only 1.35% wage increase paid under the terms of the NSW Public Works Wages Staff Enterprise Agreement (1994 - 1995).
- (2) Family And Community Service Leave
- The Department Head shall grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to family responsibilities, performance of community service or emergencies. Where possible, non-emergency appointments or duties should be scheduled or performed outside of normal working hours.
- (b) Such cases may include but not be limited to the following:-
- (1) Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
- (2) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- (3) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;
- (4) Attending to family responsibilities such as - citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;
- (5) Attendance at court by a staff member to answer a charge for a criminal offence, only if the Department Head considers the granting of family and community service leave to be appropriate in a particular case;
- (6) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State; and
- (7) Absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
- (c) The definition of "family" or "relative" in this clause is the same as that provided in subclause 82 (c) (2) of this award.
- (d) The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to a staff member shall be in accordance with paragraph (1) or in accordance with paragraph (2) whichever is the greater.:
- (1) 2½ of the staff member's working days in the first year of service and; on completion of the first year's service, 5 of the staff member's working days in any period of 2 years.; or
- (2) After the completion of 2 years continuous service, the available family and community service leave is determined by allowing 1 days leave for each completed year of service less the total amount of short leave or family and community service leave previously granted to the staff member.

- (e) If available family and community service leave is exhausted as a result of natural disasters, the Department Head shall consider applications for additional family and community service leave, if some other emergency arises.
- (f) If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.
- (g) In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with subclause (4) of clause 15. Sick Leave to Care for a Sick Family Member shall be granted when paid family and community service leave has been exhausted.
- (h) A Department Head may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

(3) Training

The Department agrees to provide the appropriate level of paid Trade Union education leave to wages employee representatives up to a maximum of twelve days in any two year period, subject to the approval of such leave being consistent with operational requirements.

(4) Sick Leave

All sick leave absences in excess of one day's duration, and any sick leave absences that are adjoining to weekends, gazetted public holidays and Rostered Days Off (RDO) must be supported by a medical certificate or equivalent legal document, or such absence will be treated as leave without pay.

For all other aspects of sick leave the Sick Leave provisions of the Uniform (Ministerial) Leave Conditions apply except that an employee upon completion of three months service shall be entitled to payment for sick leave taken in the first three months up to a maximum of five working days.

(5) Paid Parental Leave

Up to 1 week on full pay or 2 weeks on half pay parental leave is available to employees who:

otherwise meet the requirements for taking parental leave as set out in clause 72 of the Crown Employees (Public Service Conditions of Employment) Award 2006; and

apply for parental leave within the time and the manner determined by the Department Head; and

prior to the expected date of birth or taking custody have completed not less than 40 weeks service.

The period of paid leave does not extend the current entitlement of up to 12 months leave, but is part of it.

Parental leave is available to male or female staff.

#### PAID MATERNITY OR ADOPTION LEAVE

The entitlement and conditions attached to paid maternity or adoption leave remain unchanged, except that the quantum of leave will be 14 weeks instead of 9 weeks. Leave may be taken at full pay, half pay or as a lump sum.

#### EXTENDED LEAVE AFTER 7 YEARS SERVICE

Employees with 7 years or more service will be entitled to take (or be paid out on resignation) extended leave in the usual manner. The quantum of leave available is that which would have applied if pro rata leave were granted. For example an employee with 7 years service has a long service leave entitlement of 30.8 working days. Calculations for other periods of service are set out at Chapter 6-7 of the Personnel Handbook.

There is no requirement for an employee with 7 or more years of service to have been terminated or to have left employment because of illness, incapacity or domestic or other pressing necessity to claim an entitlement. No repayment will be required if an employee does not reach 10 years service.

#### DOUBLE PAY EXTENDED LEAVE

An employee with an entitlement to extended leave may elect to take leave at double pay. The additional payment will be made as a non-superable taxable allowance payable for the period of the absence from work. The employee's leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance.

For example, an employee with an extended leave balance of 50 working days wishing to take extended leave at double pay take 25 working days leave from work, reducing their leave balance to 25 days. A further 25 working days will be debited from the employee balance to cover payment of the non-superable taxable allowance.

Other leave entitlements, eg, recreation leave, sick leave and extended leave will accrue at the single time rate where an employee takes long service leave at double time.

Superannuation contributions will only be made on the basis of the actual absence from work, i.e., at the single time rate.

Where an employee elects to take extended leave at double pay, in most cases a minimum period of absence of 1 week should be taken, i.e., 1 week leave utilising 2 weeks of accrued leave.

#### PUBLIC HOLIDAYS WHILST ON EXTENDED LEAVE

From 1 January 2005, public holidays that fall whilst an employee is on a period of extended leave will be paid and not debited from an employees leave entitlement.

In respect of public holidays that fall during a period of double pay extended leave an employee will be not be debited in respect of the leave on a public holiday.

The employees leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.

### **15. Dispute Resolution**

Subject to the provisions of the *Industrial Relations Act 1996*, all grievances and disputes relating to the provisions of this award or any other industrial matter shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.

An employee is required to notify, preferably in writing, their immediate supervisor or manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.

The immediate supervisor or manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.

If the matter remains unresolved with the immediate supervisor or manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This supervisor or

manager shall respond within two working days, or as soon as practicable. The wages employee may pursue this sequence of reference to successive levels of management until the matter is referred to the appropriate Group General Manager or their nominated representative.

If the matter remains unresolved, the Group General Manager or their nominated representative shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.

An employee may, at any stage of these procedures, request to be represented by their union and the Department will agree to such request.

Should the matter not be resolved within a reasonable time, any of the parties may refer it to the New South Wales Industrial Relations Commission for settlement. The employee, union and Department shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

Whilst the procedures outlined in this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in a case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any Departmental employee or member of the public.

### **16. Anti-Discrimination**

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

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.

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.

Nothing in this clause is to be taken to affect:

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

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

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

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

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.

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

Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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



### **17. Consultative Arrangements**

The parties to this Award will establish a Consultative Working Party. This Working Party shall generally act to oversee and assist implementation of the Award and all other industrial matters affecting groups of employees, but not concerns which are individual in nature.

The Consultative Working Party shall meet within one month of the registration of this Award and thereafter on a frequency of every two months, according to its constitution, or as otherwise agreed between the parties.

The Consultative Working Party may form Working Groups to examine specific issues for report back to the Working Party.

The Consultative Working Party shall consist of a total of six Union workplace representatives, reflecting the structure of the workplace.

Where possible, each of the main Unions party to this Award will have at least one workplace representative. The main Unions are:

Construction, Forestry, Mining and Energy Union (Construction and General Division), NSW Divisional Branch

Communications, Electrical, Electronic, Energy, Information, Postal, Plumbing and Allied Services Union of Australia, Plumbing Division, NSW Branch.

Electrical Trades Union of Australia, New South Wales Branch

Australian Workers' Union, Greater New South Wales Branch

### **MASS MEETINGS**

Mass meetings on paid time, at the most appropriate Regional or Metropolitan centre, may be held as agreed between the parties. The Department will not unreasonably withhold agreement to such meetings, with at least one meeting per year to be held.

### **18. Workplace Representatives**

Employees elected as delegates in the Group or Business Unit in which they are employed shall, upon notification to the Department, be recognised as accredited representatives of the union(s) and they shall be allowed the necessary time during working hours to interview management representatives and the employees whom they represent, on matters affecting the employees whom they represent.

### **19. Deduction of Union Subscriptions**

Subject to an employee making written authorisation, the Department shall deduct from the employee's remuneration, subscriptions payable to a nominated industrial organisation of employees and shall pay the deducted subscriptions to such organisation.

### **20. Private Use of Business Vehicles**

Employees, in accordance with the Department's Motor Vehicle Policy and subject to availability of motor vehicles and management approval, may use Departmental vehicles for private purposes.

### **21. Relationship to Awards, Agreements Etc.**

This Award shall be read and interpreted in conjunction with the Awards and Agreements ("the Instruments") covering the Department of Services, Technology & Administration and its employees, provided that where there is any inconsistency between this Award and the Instruments, this Award shall prevail to the extent of the inconsistency.

In particular, allowances and special rates specified as follows shall continue to operate unless varied by this Award:

Crown Employees (Skilled Trades) Award.

Clause 4 - Allowances

General Construction and Maintenance, Civil and Mechanical Engineering, &. (State) Award.

Clause 5 - Allowances

Gangers (State) Award.

Clause 20 - Wet Places and Slurry

Clause 21 - Working in the Rain

Clause 28 - Height Money

Surveyors Field Hands (State) Remuneration Award.

Plant, &c. Operators on Construction (Department, Water Resources Commission, Commissioner For Main Roads and Maritime Services Board) Award.

Clause 18 - Special Rates

## **22. Award Safety Net**

If the NSW Industrial Relations Commission (IRC) increases the wage rates and allowances in Awards relevant to the Department which previously applied to an employee's position to an amount above that payable to an employee under this Award, then the Department will pay the higher amount in lieu of the wage rates and allowances in this Award.

Such higher rates shall be paid from the date ordered by the IRC.

Should the IRC increase wage rates and allowances in the Award which previously applied to an employee's position to an amount still below that payable to an employee under this Award, then the Department will continue to pay the higher amount set out in this Award in lieu of the Award wage rates and allowances.

The wage rate increase of 1.35%, paid for the inclusion of leave loading in wage rates, shall not be taken into account when considering the relative wage rates mentioned in the preceding paragraph.

## **23. Leave Reserved**

Leave is reserved to any party to the award in relation to the following matters:

The implications of any negotiated outcome between the parties or arbitrated decision with regard to the Secure Employment Test Case on employees covered by the award.

The inclusion in the award of a suitable Trade Union Delegates Activities clause, with specific reference to the provisions existing within the Crown Employees (Public Service Conditions of Employment) Award 2002.

## **24. Assistance With Public Transport**

The Department will provide funds for the purchase of yearly rail, bus and ferry tickets (or combinations of these) for employees who require them.

Employees will repay the cost of the ticket over 12 months through regular fortnightly deductions from after tax salary.

## APPENDIX ONE

The Definition, Scope of Work, Level of Skill and Quality, Safety and General Responsibilities for each Level is set out in the following 12 Level Wages staff classification structure.

## Levels 1 to 6

Level	Definition	Scope of Work	Level of Skill	Quality	Safety	Responsibility
1 (92%)	An employee who is performing duties and is certified by their Department as being competent to work to Level 1 standard.	<p>An employee at this level works under close supervision in a team environment. The employee performs duties that are at a basic level and are manual and repetitive in nature.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Operate flexibly on a range of equipment and machinery, on which the employee has received training.</p> <p>Carry out labouring tasks from written or verbal instruction.</p> <p>Any other tasks at this level as directed in accordance with the employee's level of training.</p> <p>Assist other workers at this or other levels to the extent of their experience or training.</p>	An employee at this level will have or be acquiring basic labouring skills.	Be responsible for the quality of their work subject to close supervision.	Understands and applies OHS requirements so as not to injure themselves or other workers.	An employee at this level will work under close supervision. They will be able to solve elementary problems within their level of skill and training.
2 (95%)	An employee who is performing duties and is certified by the Department as being competent to work to Level 2 standard.	<p>An employee at this level works under close supervision either individually or in a team environment at a basic level within a specific area.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Operate within a specific area of work</p> <p>Assist workers at this or other levels.</p> <p>Measure accurately given adequate written or verbal instruction</p> <p>Operate machinery or equipment for which the employee has been trained.</p> <p>Any other task at this level as directed in accordance with their level of training.</p>	An employee at this level will acquire basic skills within a specific area and introductory knowledge across a particular skill stream.	Be responsible for the quality of their own work subject to close supervision.	Understands and applies OHS requirements so as not to injure themselves or other workers.	An employee at this level will work under close supervision. They will be able to exercise limited discretion and solve elementary problems within their level of skill and training.

<p>3 (97.5%)</p>	<p>An employee who is performing duties within a designated area of work and is certified by the Department as being competent to work in that area of work to Level 3 standard.</p>	<p>An employee at this level works under routine supervision with intermediate skills within a specific area.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Operative efficiently and productively within a specific area of work</p> <p>Operate equipment or machinery for which the employee has been trained</p> <p>Carry out tasks from simple plans, sketches and drawings in conjunction with appropriate written or verbal instructions.</p> <p>Understand and implement basic fault finding skills within the worker's specific area.</p> <p>Any other tasks as directed in accordance with the employee's level of training.</p>	<p>An employee at this level will have intermediate specialist skills within a specific area and a basic knowledge level across a specific skill stream.</p>	<p>A Level 3 employee understands and applies quality control techniques to their own work.</p>	<p>Understands and applies OHS requirements so as to not injure themselves or other workers.</p>	<p>An employee at this level works under routine supervision. The employee is able to exercise discretion and solve problems within their level of skills and training.</p> <p>Is a competent operative who works individually or as part of a team.</p> <p>Works from detailed instructions and procedures in written, spoken or diagrammatic form.</p> <p>Applies a range of general construction skills</p>
<p>4 (100%)</p>	<p>An employee who is performing duties within a designated area of work, and is certified by the Department as being competent to work in that area of work to Level 4 standard.</p>	<p>An employee at this level has either advanced specialised skills within a specific area OR is able to perform competently over a range of tasks within a skill stream.</p> <p>Indicative of the tasks which an employee at this level may perform are the following:</p> <p>Exercise good interpersonal communication skills</p> <p>Perform tasks from their own initiative</p> <p>Be able to read, interpret and apply plans, sketches and diagrams to their own work.</p> <p>Assist with informal on-the-job guidance</p> <p>Any other task as directed in accordance with the employee's level of training.</p> <p>(Note) The type of tasks a worker can perform will depend on whether they have a high degree of specialised skills in a specific area or whether they have acquired basic knowledge across a specific skill stream.</p>	<p>An employee at this level will have either advanced specialised skills OR the ability to carry out, at an acceptable standard, a broad range of tasks OR have a recognised trade certificate, or equivalent. In addition, an employee at this level will have an intermediate knowledge level across a specific skill stream.</p>	<p>An employee at this level is able to be responsible for the quality of their own work and be capable of performing basic quality checks on the work of others performing tasks within the employee's sphere of work.</p>	<p>An employee is able to perform tasks safely and is able to identify hazards within the employee's sphere of work to avoid injury to themselves and others.</p>	<p>An employee at this level, having been given adequate written or verbal instructions, is able to control their own schedule and meet objectives with routine supervision. The employee is able to make decisions and solve problems with their sphere of work.</p> <p>An Employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below:</p> <p>Exercises discretion within his/her level of training.</p> <p>Operates under routine supervision either individually or in a team environment.</p> <p>Is capable of detailed measurement techniques</p> <p>Performs tasks from their own initiative.</p> <p>Provides informal on the job guidance to other employees.</p> <p>Has an understanding of the construction process in two streams.</p>

						<p>Interacts with and assists employees of other companies on site.</p> <p>Anticipates and plans for constant changes to the work environment.</p>
5 (105%)	<p>An employee who is performing duties within a designated area of work, and is certified by Department of Services, Technology &amp; Administration as being competent to work in the area of work to Level 5 standard.</p>	<p>An employee at this level has highly specialised skills and is able to perform work in one or more areas OR intermediate skills enabling work to be carried out over a range of tasks within a stream.</p> <p>The employee will have a basic knowledge of the construction process.</p> <p>Indicative of the tasks an employee at this level may perform are the following:</p> <p>Perform tasks from their own initiative.</p> <p>Exercise excellent communication skills.</p> <p>Is highly skilled within a specific area and/or able to perform a range of tasks at an intermediate skill level in a broad range of areas within a stream.</p> <p>Provide guidance to other workers within the team environment.</p> <p>Operate highly efficiently and productively.</p> <p>Read, interpret, calculate and apply information from plans and inform others.</p>	<p>An employee at this level will have highly developed specialist skills OR intermediate skills in a broad range of areas within a stream.</p>	<p>An employee at this level is able to be responsible for the quality of their work and able to identify faults in the work of others at this or lower levels.</p>	<p>Able to be responsible for the safety of themselves and others in the team environment.</p>	<p>An employee at this level is able to work with a minimum of supervision. They are able to examine, evaluate and develop solutions to problems within a specific area.</p> <p>An employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below:</p> <p>Must hold and act on relevant licences, in their specialist stream.</p> <p>Exercises discretion within the level of his/her training.</p> <p>Perform complex tasks within the level of his/her training.</p> <p>Works under general supervision either individually or in a team environment.</p> <p>Provides guidance, assistance and on the job training as part of a work team.</p> <p>Has a sound understanding of the construction process involved in two or more streams.</p> <p>Reads, interprets and applies information from plans.</p>

<p>6 (110%)</p>	<p>An employee who is performing duties across more than one stream or within a designated area of work and is certified by Department of Services, Technology &amp; Administration as being competent to work in the streams or that area of work to Level 6 standard.</p>	<p>An employee at this level has highly specialised skills and is able to perform work in two or more areas OR has advanced skills enabling work to be carried out over a range of tasks across streams.</p> <p>Indicative of the tasks an employee at this level may perform are the following:</p> <p>Perform complex tasks in a specified area, and/or</p> <p>Operate at an advanced level over a range of areas with a minimum of supervision.</p> <p>Exercise excellent interpersonal skills</p> <p>Able to offer guidance as part of the work team.</p> <p>Develop solutions for unusual problems.</p> <p>Write brief reports</p> <p>Operate independently, efficiently and productively.</p> <p>Schedule and plan the work activity of others within the work team.</p>	<p>An employee at this level will have a high level of skill over more than one specific area, in advance of Level 5.</p>	<p>An employee at this level is able to be responsible for the quality of their own and others' work.</p>	<p>Able to be responsible for the safety of themselves and others in the workplace.</p>	<p>An employee at this level is able to operate with minimum supervision. They are able to research, evaluate and implement solutions to problems over more than one area.</p> <p>An employee at this level is engaged to exercise the depth and scope of skills, to the level of his/her training indicated below.</p> <p>Exercises discretion within their level of training</p> <p>Leads as part of a work team</p> <p>Assists in the provision of structured training in conjunction with supervisors and trainers</p> <p>Understands and implements quality control techniques.</p> <p>Works under limited supervision individually or in a team environment.</p> <p>Reads interprets and applies information from plans.</p> <p>Solves technical problems within their sphere of work.</p> <p>Has detailed knowledge of Australian Standards applying to their sphere of work.</p> <p>Recognises and controls hazards associated with their sphere of work.</p>
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Level 7 to 9

Level	Definition	Scope of Work	Responsibility
<p>7 (115%)</p>	<p>An employee who is performing duties across more than one stream or within a designated area of work, and is certified by Department of Services, Technology &amp; Administration as being competent to work in the</p>	<p>An employee at this level has highly specialised skills and is able to carry out a range of tasks across streams.</p> <p>Indicative of the tasks an employee may perform at this level are:</p> <p>Perform complex tasks completely without supervision in more than one specialised area.</p> <p>Prepare and deliver instructions to team members.</p>	<p>An employee at this level is capable of being responsible for one or more of the following:</p> <p>Diagnosing and solving problems.</p> <p>Training workers within or across areas.</p> <p>Assisting in supervision or organisation of team operations within or across streams.</p>

	streams or in that area of work to Level 7 standard.	<p>Program and schedule work</p> <p>Order equipment</p> <p>Supervise maintenance of equipment</p> <p>Write and present detailed reports</p> <p>Identify and prepare information relating to variations.</p> <p>Operate with expertise in two or more areas.</p>	<p>Quality standards within or across streams.</p> <p>Researches, prepares and presents complex reports.</p> <p>Additional duties which the employee will be skilled to carry out as a result of undergoing broadly based structured training or acquiring on the job skills.</p> <p>An employee at this level is:</p> <p>Competent to operate independently.</p> <p>Capable of planning and/or guiding the work, quality and safety of others.</p> <p>Able to research, evaluate and implement solutions to problems over more than one area.</p>
8 (120%)	An employee who is performing duties across two or more streams or within a designated area of work, and is certified by Department of Services, Technology & Administration as being competent to work in the streams or in that area of work to Level 8 standard.	<p>Indicative of the tasks an employee may perform at this level are:</p> <p>Diagnose and solve complex problems within their specific areas and/or simple problems across a wide range of areas, or two or more streams.</p> <p>Research, prepare and present complex reports.</p> <p>Monitor, evaluate and recommend changes to quality and OHS programs.</p> <p>Demonstrate an appreciation of the inter-relationship of various areas.</p> <p>Play an active role in training whether for production or safety.</p>	<p>An employee at this level is capable of being responsible for one or more of the following:</p> <p>Diagnosing and solving problems.</p> <p>Training workers within or across areas</p> <p>Assisting in supervision or organisation of team operations within or across areas.</p> <p>Quality standards within or across areas.</p>
9 (126%)	An employee who is performing duties across two or more streams or within a designated area of work, and is certified by Department of Services, Technology & Administration as being competent to work in the streams or in that area of work to Level 9 standard.	<p>Indicative of the tasks an employee may perform at this level are:</p> <p>Diagnose and solve complex problems within their specific areas and/or simple problems across a wide range of areas, or two or more streams.</p> <p>Research, prepare and present complex reports.</p> <p>Monitor, evaluate and recommend changes to quality and OHS programs.</p> <p>Demonstrate an appreciation of the inter-relationship of various areas.</p> <p>Play an active role in training whether for production or safety.</p> <p>Demonstrate supervisory skills beyond those of a Level 8 employee.</p>	<p>An employee at this level is capable of being responsible for one or more of the following:</p> <p>Diagnosing and solving problems.</p> <p>Training workers within or across areas</p> <p>Assisting in supervision or organisation of team operations within or across areas.</p> <p>Quality standards within or across areas.</p>

Level 10

Level	Definition	Scope of Work
<p>10 (133% - 135%)</p>	<p>An employee who:</p> <p>a) Holds a trade certificate or tradesperson's rights certificate in one of the Construction craft streams of Carpentry and Joinery, Bricklaying, Painting, Plastering, Plumbing, Electrical or Mechanical and is able to exercise the skills and knowledge of that trade; or</p> <p>b) has an equivalent level of training and/or experience to a tradesperson on construction projects including the installation of water supply and sewerage schemes and/or pumping stations and is able to arrange and co-ordinate the efficient supervision of construction contracts to ensure that the work is carried out in accordance with plans, specifications and Occupational Health and Safety requirements.</p> <p>A Level 10 employee applies craft and non-craft skills and knowledge and works above and beyond an employee at craft level and to the level of their training:</p> <p>Understands and applies quality assurance techniques.</p> <p>Possesses excellent interpersonal as well as oral and written communication skills.</p> <p>Exercises keyboard/computer skills in contract administration, job programming and estimating.</p> <p>Possesses planning, cost control, work organisation, procedural and administrative skills and is able to apply that knowledge when assisting in the supervision of construction contracts.</p> <p>Is aware of occupational health and safety principles and procedures and is able to apply that knowledge when assisting in the co-ordination and supervision of construction contacts.</p> <p>Is aware of and applies Equal Employment Opportunity principles.</p>	<p>Indicative of the tasks which an employee at this level may perform are:</p> <p>Understands and applies computer techniques as they relate to estimate and job control.</p> <p>Has a sound knowledge of Department of Services, Technology &amp; Administration operations and procedures as they relate to project supervision and control.</p> <p>Possesses skills to enable the preparation of quantities for progress payments.</p> <p>Has ability to check surveys for accuracy of construction and to prepare reports on general matters relating to the supervision and construction of projects.</p> <p>Prepare estimates, specifications and/or documentation for the execution of new construction, civil works, extensions, alterations and additions to existing structures including water, sewerage and drainage work and general maintenance work.</p> <p>Provide reports and assessment of work in progress, work ahead and general matters as required.</p> <p>Liaise with other sections of Department of Services, Technology &amp; Administration, client Departments and Authorities as required.</p> <p>Supervise day labour work to ensure work is completed within time and cost and make recommendations considered necessary to achieve time and cost targets.</p> <p>Supervise contract work including the preparation of valuations, variations, recommendations on extensions of time and overtime deductions.</p> <p>Recommend acceptance of quotations and issue of local orders within authorities as determined.</p> <p>Provide relief at Level 11 as required.</p> <p>Other duties as directed.</p>



Level 11 to 12

Level	Definition
11 (139% - 147%)	<p>An employee who:</p> <p>a) Holds a trade certificate or tradesperson's rights certificate in one of the Construction craft streams of Carpentry and Joinery, Bricklaying, Painting, Plastering, Plumbing, Electrical or Mechanical and is able to exercise the skills and knowledge of that trade; or</p> <p>b) has an equivalent level of training and/or experience to a tradesperson on construction projects including the installation of water supply and sewerage schemes and/or pumping stations and is able to arrange and co-ordinate the efficient supervision of construction contracts to ensure that the work is carried out in accordance with plans, specifications and Occupational Health and Safety requirements.</p> <p>In addition this employee is required to hold a post-trade certificate, or equivalent qualification and/or experience, in a Construction stream.</p> <p>A Level 11 employee works above and beyond an employee at Level 10 and to the level of their training:</p> <p>Understands and implements quality assurance and financial reporting techniques.</p> <p>Is able to, within Department of Services, Technology &amp; Administration policy, guidelines and objectives:</p> <p>co-ordinate and supervise all phases of maintenance and construction work on major and minor building and civil construction projects undertaken by both contract and day labour.</p> <p>ensure compliance with plans and accepted building and construction practice and as necessary prepare valuations of work completed and measurement of quantities for work variations and quotations.</p> <p>estimate, prepare specifications and documentation on all phases of major and minor projects, as required.</p> <p>issue site instructions and recommend alternative construction methods, as necessary.</p> <p>Exercise discretion within the scope of this level.</p> <p>Apply computer operating skills in contract administration, job programming and estimating.</p> <p>Is aware of occupational health and safety principles and procedures, work organisation, administrative requirements and communications processes and is able to apply this knowledge on the job.</p> <p>Provides oversight and assistance as part of a work team on a site or projects.</p> <p>Provides on the job training support for Level 10 employees.</p> <p>Ensures that the provisions of Equal Employment Opportunity are applied to all aspects of the position including the prevention of overt and covert discrimination.</p> <p>Other duties as directed.</p>

Level	Definition
Level 12 (152% - 156%)	<p>An employee who:</p> <p>Possesses skills, knowledge and experience as required for Levels 10 and 11 and holds a post-trade certificate, or equivalent qualification and/or experience in a Construction stream.</p> <p>A Level 12 employee works above and beyond an employee at Levels 10 and 11 and to the level of their training:</p> <p>Undertakes quality assurance, financial reporting and Equal Employment Opportunity responsibilities for the area under their control.</p> <p>Possesses a good standard of communication, work organisation, administrative, occupational health and safety, costing and planning skills and is able to apply leading or directing the work of others.</p> <p>Is able to, within Department of Services, Technology &amp; Administration policy, guidelines and objectives:</p> <p>supervise staff at Department of Services, Technology &amp; Administration Staff (Wages) Levels 10 and 11 and take responsibility for their work;</p> <p>manage and administer all contract matters including overseeing and approving progress payments, variations, extensions of time and reporting on ability or suitability of prospective tenderers;</p> <p>ensure that action has been taken for timely delivery of plant and other materials on projects.</p> <p>prepare reports on industrial issues, industrial accidents and investigation of same, safety issues, as well as exception reports including valuations of existing buildings and properties for acquisition by the Government or for insurance purposes.</p> <p>Applies computer integrated techniques involving a higher level of computer operating skills than for Department of Services, Technology &amp; Administration Staff (Wages) Level 11 employees.</p> <p>Works under limited supervision either individually or in a team environment.</p> <p>Exercises broad discretion within the scope of this level including appropriate delegations of authority.</p> <p>Is able to assist in the provision or planning of on the job training for Level 11 employees.</p> <p>Provides relief at Construction Coordinator level and Levels 10 and 11 as required.</p> <p>Other duties as required.</p>

**APPENDIX TWO****SURVEY AND SPATIAL INFORMATION**

Department of Services, Technology & Administration Wages Staff employed in the Survey and Spatial information Branch pursuant to the terms of the Surveyors' Field Hands (State) Award and related Awards shall be employed under the terms of this Award and the Surveyors' Field Hands (State) Award with the following exceptions.

1. Allowances

The following allowances set out in the Surveyors' Field Hands (State) Remuneration Award shall not be paid to Department of Commerce Survey Staff (Wages) employee of any Level:

Clause 3 - Wages subclauses:

(iv) Motor Vehicle/Motor Launch 4WD Vehicle

(v) Hydrographic Duties

Clause 8 - Wet Places

Clause 9 - Underground Work

Clause 10 - Working in the Rain

Clause 11 - Distant Work

2. Department of Commerce Survey Staff (Wages)

The Definition, Scope of Work, Level of Skill and Quality, Safety and General Responsibilities for each Level is set out in the following 4 level Survey Staff Wages classification structure.

Level	Definition	Scope of Work	Level of Skill	Quality	Safety	Responsibility
1 (92%)	An employee who is performing duties and is certified by the Principal Surveyor, Department of Commerce, as being competent to work to Survey Staff (Wages) Level 1 standard.	<p>An employee at this level works under supervision in a team environment. The employee performs duties that are manual and repetitive in nature and includes the following.</p> <ul style="list-style-type: none"> <li>has current driver's licence.</li> <li>drives motor vehicles and vessels as directed and in accordance with relevant laws and regulations.</li> <li>maintains in good order basic tools and equipment used by the survey team.</li> <li>reports any specialist maintenance requirement to supervisor</li> <li>keeps survey vehicles and vessels clean, tidy and attends to day to day service requirements.</li> <li>monitors and reports on level of materials in hand (eg: pegs, G.I. pipes, etc).</li> <li>competently carries out manual field tasks required by the surveyor/party leader in the course of completing a survey.</li> <li>able to measure accurately and effectively communicate the measurement and related data to the surveyor/party leader.</li> <li>accepts training in the use of surveying equipment and instruments (eg; theodolites, levels, total stations, data loggers, pipefinding equipment etc).</li> <li>operates echo sounders and pipefinding equipment when trained.</li> <li>assist in basic office duties (eg; filing).</li> <li>any other tasks as directed in accordance with the employee's level of training.</li> </ul> <p>A Survey Staff (Wages) employee travels and lives away from home as required in the performance of duties of their employment.</p>	An employee at this level will have, or be acquiring, manual and measuring skills required in assisting a surveyor/party leader in their work.	Be responsible for the quality of their work subject to supervision.	Understands and applies OHS requirements so as not to injure themselves or other workers.	An employee at this level will work under supervision. They will be able to solve elementary problems within their level of skill and training.

Level	Definition	Scope of Work	Level of Skill	Quality	Safety	Responsibility
2 (95%)	An employee who is performing duties and is certified by the Principal Surveyor, Department of Commerce, as being competent to work to Survey Staff (Wages) Level 2 standard.	<p>An employee at this level works under supervision either individually or in a team environment at an intermediate knowledge level across a broad range of tasks assisting a surveyor/party leader.</p> <p>In addition to the 'Scope of Work' defined in Survey Staff (Wages) Level 1, the employee performs duties which include the following:</p> <p>under the direction of a surveyor/party leader, operates surveying instruments (eg: theodolites, levels, total stations, data loggers) for the major part of their time, or when required.</p> <p>understands and competently uses Department of Commerce surveying data coding system.</p> <p>makes routine field notes accurately and legibly.</p> <p>under the direction of a surveyor/party leader downloads and processes routine field data using standard survey software.</p> <p>performs basic manual field data reductions (eg. level reductions).</p> <p>can work from information shown in diagrammatic/planimetric form.</p> <p>assists in office tasks as directed including data entry to records systems.</p> <p>any other tasks as directed in accordance with employee' s level of training.</p> <p>A Survey Staff (Wages) employee travels and lives away from home as required in the performance of duties of their employment.</p>	An employee at this level will have acquired routine field data capture skills and intermediate knowledge level across a broad range of surveying tasks.	Be responsible for the quality of their own work, subject to supervision.	Understands and applies OHS requirements so as to not injure themselves or other workers	An employee at this level works under supervision. The employee is able to exercise limited discretion and solve elementary problems within their level of skills and training.

Level	Definition	Scope of Work	Level of Skill	Quality	Safety	Responsibility
3 (97.5%)	Position(s) at Survey Staff (Wages) Level 3 will be filled after a merit selection process, by an employee who is able to perform duties at this level.	<p>An employee at this level works under supervision with intermediate specialist skills and an ability to carry out, at an acceptable standard, a broad range of tasks assisting a surveyor/party leader.</p> <p>In addition to the 'Scope of Work' defined in Survey Staff (Wages) Level 2, the employee performs duties which include the following:</p> <p>understands and assists with the operation of specialised survey data capture systems and instruments.</p> <p>routinely uses computers to download and process routine field data using standard survey software. carries out quality checks on processed data and reports results to supervisor.</p> <p>assists with office calculations, data entry and transmission.</p> <p>prepares diagrams and sketches plans.</p> <p>carries out searches for utility services data and survey control data.</p> <p>assists with job planning</p> <p>any other tasks as directed in accordance with employee's level of training.</p> <p>A Survey Staff (Wages) employee travels and lives away from home as required in performance of duties of their employment.</p>	An employee at this level will have intermediate specialist skills and the ability to carry out, to an acceptable standard, a broad range of tasks assisting a surveyor/party leader.	A Survey Staff (Wages) Level 3 employee understands and applies quality control techniques to their own work.	Understands and applies OHS requirements so as to not injure themselves or other workers.	<p>An employee at this level works under supervision. The employee is able to exercise discretion and solve problems within their level of skills and training.</p> <p>is a competent operative who works individually or as part of a team.</p>

Level	Definition	Scope of Work	Level of Skill	Quality	Safety	Responsibility
4 (100%)	Position(s) at Survey Staff (Wages) Level 4 will be filled after a merit selection process, by an employee who is able to perform duties at this level.	<p>An employee at this level has advanced specialised skills within a specific area and works individually, as a party leader or part of a specialised team.</p> <p>In addition to the 'Scope of Work' defined in Survey Staff (Wages) Level 3, the employee performs duties which include the following:</p> <p>effectively operates specialised survey data capture systems and survey instruments.</p> <p>downloads and processes digital and analogue data captured by specialised systems and performs relevant quality checks.</p> <p>given adequate instructions, plans work and reports progress against objectives.</p> <p>provides informal on the job guidance to other employees.</p> <p>any other tasks as directed in accordance with the employee's level of training.</p> <p>A Survey Staff (Wages) employee travels and lives away from home as required in performance of duties of their employment.</p>	An employee at this level will have advanced specialised skills OR has completed three Stages of the Surveying Associate Diploma or equivalent and can demonstrate specialised skills.	An employee at this level is able to be responsible for the quality of their own work and be capable of performing quality checks on the work of Survey Staff (Wages) Level 1, 2 and 3 employees performing tasks within their sphere of work.	An employee is able to perform tasks safely and is able to identify hazards within the employee's sphere of work to avoid injury to themselves and others.	An employee at this level, having been given adequate written, spoken or diagrammatic instructions, is able to control their own schedule and meet objectives as set. The employee is able to make decisions and solve problems within the sphere of work allocated, and within their level of skill and training. The employee is responsible to a supervisor for all outputs.

**APPENDIX THREE****APPRENTICES**

Apprentices employed pursuant to the terms of the Crown Employees (Skilled Trades) Award shall be employed under the terms of this Award and the Crown Employees (Skilled Trades) Award with the following exceptions.

1. Leave

Clause 15. - Leave of this Award shall have effect to the extent that it is inconsistent with Clause 30 - General Leave Conditions and Accident Pay of the Crown Employees (Skilled Trades) Award and the Uniform (Ministerial) Leave Conditions.

2. Wages - Refer to Part B Table 3

3. Fortnightly Payment

Wages staff shall be paid fortnightly.

Department of Services, Technology & Administration shall not keep more than five days pay in hand.

4. Electrical Trade Apprentices

Apprentices to the electrical/electronic trades shall be paid Excess Fares and Travelling Time according to the provisions generally applying to building tradespersons under subclause 13.1 of this Award.

Apprentices to the electrical/electronic trades shall be paid Tool Allowance at the rate of \$44.20 per fortnight in lieu of the Crown Employees (Skilled Trades) Award provision.

5. Building Trade Apprentices

Building trade apprentices will be paid Excess Fares and Travelling Time according to the provisions of Part B - Allowances of this Award.

6. All Purpose Payment in Lieu of Certain Allowances

All allowances set out in clauses 4 and 15, other than the exemptions mentioned below, of the Crown Employees (Skilled Trades) Award shall not be paid to apprentices.

At clause 4, Allowances, all sub-clauses except:

- (4) Electricians
- (6) Plumber and Drainer
- (12) Registration Allowance
- (41) Asbestos
- (44) Asbestos Eradication

In recognition that apprentices will continue to work under circumstances that previously attracted allowance payments pursuant to the above-specified subclauses, payments for all purposes of this Award shall be made. The payments shall be as follows:

2002



\$38.10 per fortnight for all Heritage and Building Services Group apprentices, other than plumbing apprentices.

\$43.30 per fortnight for plumbing apprentices.

1.1.2003

\$39.60 per fortnight for all Heritage and Building Services Group apprentices, other than plumbing apprentices.

\$45.00 per fortnight for plumbing apprentices.

1.7.2003

\$41.60 per fortnight for all Heritage and Building Services Group apprentices, other than plumbing apprentices.

\$47.30 per fortnight for plumbing apprentices.

(Plumbing apprentices will no longer be able to claim separate payment for chokages or fouled equipment.)

## APPENDIX FOUR

### COMPETENCY BASED PROMOTION FROM WAGES STAFF LEVEL 2, 3 OR 4

Further to the memorandum of agreement between various Public Sector employers and Unions with respect to the second tier wage increase in the Crown Employees (Skilled Tradesmen) Award from 1988, competency development involves multi-skilling.

Competency based promotion will not be offered to duration staff until their reclassification to permanent status or to apprentices within 12 months after completion of their indentures.

#### BUILDING GROUP TRADES

Should a Building Group tradesman achieve the additional "standard" competencies for Building Group trades staff, competency based promotion to level 5 can occur. The additional "standard" competencies must be exercised in rectification/make good circumstances to a standard such that a specialist tradesperson in the additional competency is not required to make any further rectification work. The relevant District Manager shall conduct assessment and certification of the additional "standard" competencies and additional specific competencies for each employee.

#### ADDITIONAL "STANDARD" COMPETENCIES FOR BUILDING GROUP TRADES:

SCAS (ability to perform field surveys and tabulate data manually. Introduction of any new technologies will be negotiated separately.)

Floor/Wall Tiling

Painting

Gyprock/Ceiling Fixing

Concreting/Brickwork

Fencing

Site Restoration (int/ext)

Glazing or Roof Glazing

First Aid Certificate

#### HERITAGE SERVICES GROUP TRADES

Should a Heritage Services Group employee employed achieve the additional "standard" competencies for Heritage Services Group Trades staff and the required additional specific competencies set out for that trade,

competency based promotion to level 5 can occur. The additional "standard" and "specific" competencies must be exercised in rectification/make good circumstances to a standard such that a specialist tradesperson in the additional competency is not required to make any further rectification work. Specific competencies are integral to the work undertaken by Heritage Services and staff must be proficient to tradesman levels with no limit to application of the competency. The Section Managers, Heritage Services, shall conduct assessment and certification of the additional "standard" competencies and additional specific competencies for each employee.

#### ADDITIONAL "STANDARD" COMPETENCIES FOR HERITAGE SERVICES GROUP

Floor/Wall Tiling  
 Painting or Forklift Operation  
 Gyprock/Ceiling Fixing  
 Concreting/Brickwork  
 Site Restoration (int/ext)  
 First Aid Certificate

#### ADDITIONAL SPECIFIC COMPETENCIES FOR HERITAGE SERVICES GROUP TRADES:

Plumber (2 required)	Painter (2 of 3 required)	Stonemason (2 required)
Slatework Lead/Copper Work	Gold Leaf/Stencil Work Signwriting Glazing (measure, cut & fix)	Operate Factory Machines Work & Fix Complicated Stones
Electrician	Carpenter	Stone Cutters
Data Cabling	Glazing Rendering/Gyprock	Competent on all machines Competent Crane Operation

#### STONEMASONS

For the above purposes, complicated stones are those that:

Are typified by such properties as having more than one mould/template or having a high degree of marking out or existing in two or more planes.

Examples include:

baluster dies, finials, gothic mould tracery, stones of exceptional size that require a high degree of accuracy, pediment springers, ramp and twists, dentils, columns and capitols, and stones that require letter cutting.

Should there be any disagreement over the classification of the stone the Factory Co-ordinator and Stonemasonry Manager will adjudicate.

#### LABOURERS

Should an employee employed as a labourer achieve all the additional competencies set out below for that occupation, competency based promotion to level 4 can occur. The additional competencies must be exercised in rectification/make good circumstances to a standard such that a specialist tradesperson in the additional competency is not required to make any further rectification work. The relevant District Manager, Building Group or the Section Manager, Heritage Services, shall conduct assessment and certification of the additional specific competencies for each employee.

**ADDITIONAL COMPETENCIES FOR LABOURERS:**

Floor/Wall Tiling  
 Rendering  
 Painting  
 Gyprock/Ceiling Fixing  
 Brickwork  
 Fencing  
 First Aid certificate

Should a Department of Services, Technology & Administration Wages employee Level 3 in receipt of a leading hand allowance achieve competency-based promotion to Level 4, then payment of the leading hand allowance will cease.

A Department of Services, Technology & Administration Wages employee level 2 or 3 in receipt of a leading hand allowance who achieves competency based promotion to Level 4 will not suffer a loss of remuneration.

**GENERAL**

Should a Department of Services, Technology & Administration Wages employee Level 4 in receipt of a leading hand allowance achieve competency based promotion to Level 5, then payment of the leading hand allowance will cease.

Should an employee request in writing, and be willing to undertake, the training required to achieve competency based promotion to Wages employee Level 4 or 5 and have that training denied by Department, then the relevant competency based promotion will be granted 12 months after the original date of the request for training.

Department of Services, Technology & Administration Wages employee Level 2, 3 or 4 denied competency based promotion by the relevant District Manager or the Section Managers, Heritage Services shall have rights of appeal against that decision to a panel consisting of the Heritage and Building Services Group Resource Manager, a Section/District Manager other than the maker of the original decision and a nominee of the relevant union. Should the matter remain unresolved it will be referred to an external assessor. In all other respects, the appeal process will duplicate that used for promotion appeals within the Heritage and Building Services Group.

**PART B****RATES & ALLOWANCES****Rates****Table 1 - Wages Classification and Salary Schedules**

Salary Rates effective from the beginning of the first pay period to commence on or after 1 July 2008.

(1)

Classification		\$ Rate per fortnight		
		FFPOA 1.7.2008	FFPOA 1.7.2009	FFPOA 1.7.2010
L1	(92%)	1575.90	1615.30	1655.70
L2	(95%)	1628.60	1669.30	1711.00
L3	(97.5%)	1673.00	1714.80	1757.70
L4	(100%)	1712.90	1755.70	1799.60
L5	(105%)	1809.50	1854.70	1901.10
L6	(110%)	1884.30	1931.40	1979.70

L7	(115%)	1970.00	2019.30	2069.80
L8	(120%)	2055.30	2106.70	2159.40
L9	(126%)	2158.50	2212.50	2267.80
L10	(133%)	2271.40	2328.20	2386.40
	(135%)	2320.10	2378.10	2437.60
L11	(139%)	2388.10	2447.80	2509.00
		2457.80	2519.30	2562.30
	(147%)	2527.60	2590.80	2655.60
L12	(152%)	2606.10	2671.30	2738.10
	(156%)	2682.40	2749.50	2818.20

Progression from Level 6 to Level 7 and from Level 10 to Level 11 shall be on the basis of satisfactory performance and the demonstration of appropriate competency. Such progression shall be on the determination of the Department.

- (2) Employees required to hold trade certificates, or the equivalent, for the below named trades shall be paid a Special Allowance for all purposes of this Award as follows:

\$ Rate per fortnight			
	FFPOA 1.7.2008	FFPOA 1.7.2009	FFPOA 1.7.2010
Stonemason-carvers	114.60	117.50	120.40
Electricians	114.60	117.50	120.40
Plumbers	18.10	18.55	19.00
Welder (Special)	18.10	18.55	19.00

- (3) The Definition, Scope of Work, Level of Skill and Quality, Safety and General Responsibilities for each Level is detailed in the 12 Level classification structure, set out at Appendix 1.

**Table 2 - Survey & Spatial Classification and Salary Schedules**

Classification		\$ Rate per fortnight		
		FFPOA 1.7.2008	FFPOA 1.7.2009	FFPOA 1.7.2010
L1	(92%)	1575.90	1615.30	1655.70
L2	(95%)	1628.60	1669.30	1711.00
L3	(97.5%)	1673.00	1714.80	1757.70
L4	(100%)	1712.90	1755.70	1799.60

- (1) The Definition, Scope of Work, Level of Skill and Quality, Safety and General Responsibilities for Survey & Spatial for each Level is detailed in the 4 Level classification structure, set out at Appendix 2.

**Table 3 - Apprentice Classification and Salary Schedules**

Apprentice		\$ Rate per fortnight		
		FFPOA 1.7.2008	FFPOA 1.7.2009	FFPOA 1.7.2010
1 <sup>st</sup> Yr		834.90	854.70	875.00
2 <sup>nd</sup> Yr		1069.10	1094.80	1121.10
3 <sup>rd</sup> Yr		1343.10	1375.60	1408.91
4 <sup>th</sup> Yr		1534.30	1571.60	1609.80

## Allowances

### Conditions of Employment - Allowances

In general, the conditions of the Crown Employees (Skilled Trades) Award shall apply to employees to simplify administration and provide consequent savings.

Specific conditions relating to;

Excess Fares and Travelling Time  
Distant Work  
Payment for Loss of Tools  
Overtime  
Tool Allowance

shall operate as provided by this clause.

(1) Excess Fares And Travelling Time

An allowance of \$16.10 per day, comprising of \$9.50 for excess fares and \$6.60 for excess travelling time, (including the Rostered Day Off) shall be paid to employees to compensate for excess fares and travelling time to and from places of work, provided that:

- (a) only the travelling time component of the allowance shall be payable if the Department provides, or offers to provide transport free of charge to the employee and that offer is refused; and
- (b) the provisions of this subclause shall not apply to any employee when required to commence and cease work at a workshop which is their regular place of employment

An employee, who on any day is required to work at a site away from their accustomed workshop and who shall, at the direction of the Department, present for work at such site at the usual starting time, shall be paid this allowance for each such day.

Where an employee is sent during working hours from a shop to a site, or a site to a shop, or from a shop to a shop, or from a site to a site, the Department shall pay all travelling time and fares incurred in addition to the amounts the Department may be liable to pay under this clause.

Where an employee is required to use their private vehicle to transfer from one work site to another during working hours the employee shall be paid an allowance of \$0.69 per kilometre. An employee using a motor vehicle for work must have for the vehicle a valid Third Party insurance policy and a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Department.

The provisions of Clause 16 - Dispute Resolution of this Award shall be used to resolve any problems concerning the operation of this clause.

The provisions of this subclause do not apply to employees classified as Department of Services, Technology & Administration Staff (Wages) Level 8 or above.

(2) Distant Work

The provisions of this clause apply only to employees employed in non-metropolitan Departmental Regions. This clause does not apply to employees employed in the Newcastle, Central Coast, Sydney and Wollongong metropolitan areas.

For the purpose of this clause, Distant Work is that in respect of which the distance or the travelling facilities to and from such places of work make it reasonably necessary that the employee should live and sleep at some place other than their usual place of residence at the time of commencing such work. Provided that if the employee, whilst employed on Distant Work, changes their usual place of residence

or any further change thereof (if made whilst employed on Distant Work) shall be the usual place of residence for determination whether the work is Distant Work within the meaning of this clause.

Provided further that after the expiration of four weeks this clause shall not apply to an employee who is appointed to work as a regular employee at a permanent workshop whilst working at such workshop.

While on Distant Work, a majority of employees concerned and Departmental management may mutually agree that ordinary working hours may be worked up to a maximum of twelve hours per day on any day of the week.

Providing that the employees concerned and Departmental management will mutually agree, in accordance with the Department's convenience, whether additional time worked is taken as time off in lieu of payment at ordinary rates at either:

the completion of the project; or

within three months of its being worked; or

is paid at ordinary rates.

An employee engaged on Distant Work shall be conveyed with tools to and from at the Department's expense. Such conveyance shall be made only once unless the employee is recalled and sent again to the place of work when it shall be made each time that this happens, provided that the return fares and travelling time need not be paid to a employee:

who leaves of their own free will; or

is dismissed for misconduct

before the completion of the job, before being three months in such employment, whichever first happens, or is dismissed for incompetence within one week of engagement.

Time occupied in travelling to and from Distant Work shall be paid for at ordinary rates, provided that no employee shall be paid more than an ordinary day's wages for any day spent in travelling unless the employee is on the same day occupied in working for the Department. The employee shall be paid also an amount of \$15.30 to cover the expenses, if any, of reaching home and of transporting tools.

On Distant Work the Department shall provide reasonable board and lodging or pay an allowance of \$43.30 per day for each day residing away from the usual place of residence or \$303.00 per week of seven days but such allowance shall not be wages.

Reasonable board and lodging for the purpose of this clause shall mean lodging in a well-kept establishment with adequate furnishings, good bedding, good floor coverings, good lighting, good heating, hot and cold running water in either a single room or a twin room if a single room is not available.

Where an employee is engaged upon distant jobs and is required to reside elsewhere than on site they shall be paid the fares and travelling time allowance prescribed by this clause.

An employee on Distant Work, after three months continuous service, and thereafter at three monthly intervals, may return home at the weekend and shall be paid the fares reasonably incurred in so travelling home and to the place of work, provided however, that if the work upon which the employee is engaged will be completed within twenty-eight days after the expiration of any such period of three months, as hereinbefore mentioned, then the provision of this subclause shall not be applicable.

The employee shall inform the Department in writing of subsequent change to the usual place of residence.

If the Department and an employee engaged on Distant Work agree in writing, the paid Rostered Day Off prescribed in the Award may be taken and paid for at a time mutually agreed. The agreement shall only apply for a paid day or days off work up to maximum accrual of five days.

In general terms, the Department's policy for employees is that the provisions of the Distant Work Clause apply where the work site is situated more than 95 kilometres from the Depot or Post Office of the town in which the employee is based and the employee lives away from home for the period of the job.

The only exceptions to this rule would be in rare cases, such as where road conditions or special circumstances make it unreasonable or uneconomic to apply. In such circumstances local Departmental management has discretion to apply Distant Work provisions on sites situated less than 95 kilometres from the Depot or Post Office, subject to written justification being recorded on the job file and signed by the local Departmental management representative. The employee must live away from home to receive payment under these circumstances.

(3) Payment For Loss Of Tools

- (a) An employee shall be reimbursed by the Department to a maximum of \$1315.00 for loss of tools or clothes by fire or breaking and entering whilst securely stored at the direction of the Department in a room or building on Department premises, job or workshop or in a lock-up or if the tools are lost or stolen while being transported by the employee at the Department's direction, or if the tools are accidentally lost over water or if tools are lost or stolen during an employee's absence after leaving the job because of injury or illness.

Provided that an employee transporting their own tools shall take all reasonable care to protect those tools and prevent theft or loss.

- (b) Where an employee is absent from work because of illness or accident and has advised Department, then the Department shall ensure that the employee's tools are securely stored during the employee's absence.

- (c) Provided that for the purposes of this sub-clause:

Only tools used by the employee in the course of their employment shall be covered by this sub-clause.

The employee shall, if requested to do so, furnish the Department with a list of tools so used.

Reimbursement shall be at the current replacement value of new tools of the same or comparable quality.

The employee shall report any theft to the police prior to making a claim on the Department for replacement of stolen tools.

It is assumed that the Department has directed staff to store their tools (as detailed above) unless otherwise directed not to.

(4) Overtime

Overtime provisions, including payment for meals, as provided by Clause 9. Overtime of the Crown Employees (Skilled Trades) Award shall apply to all employees.

An employee may opt to take time-off in lieu of paid overtime at the same rate at which the overtime was accrued, subject to management agreement. Any such time-off will be taken within an agreed time and not later than 3 months of the working of the overtime. An employee, subject to management agreement, may take part time-off in lieu and part payment for overtime.

(5) Tool Allowance

Tool Allowances payable to Department of Services, Technology & Administration Staff (Wages) shall be those set out in the following table:

Trade Description	Rate per fortnight \$
Carpenter/Joiner )	
Stonemason-carver )	
Stonemason )	44.20
Plumber )	
Electrician )	
Metal Tradespersons )	
Plasterer	36.40
Bricklayer )	
Tilelayer )	31.20
Slater & Tiler	23.00
Painter	10.80

## (6) Thermostatic Mixing Valves Allowance

An employee who is required by the Department to act on their thermostatic mixing valve licence shall be paid \$0.63 per hour, while undertaking inspection and certification of thermostatic mixing valves.

## (7) Allowances Review

Increases in Expense Related Allowances payable under the Awards listed in Clause 22 of this Award shall be paid, as appropriate, to employees covered by this Award. Payment of increases shall be made from the same operative date as Award variations.

Expense Related Allowances include:

- Tool Allowance
- Meal Allowance
- Excess Fares and Travelling Time
- Distant Work Allowances

Wage Related Allowances shall increase by the same percentage amount, and from the same operative date, as rates of pay increase under this Award.

## (8) All Purpose Payment in Lieu of Certain Allowances

The provisions of this sub-clause do not apply to:

Department of Services, Technology & Administration Staff (Wages) employees Levels 9, 10, 11 and 12.

Department of Services, Technology & Administration Staff (Wages) employees who have no entitlement to allowances payable under the Crown Employees (Skilled Trades) Award.

All allowances set out in clauses 4 and 15, other than the exemptions mentioned below, of the Crown Employees (Skilled Trades) Award shall not be paid to Department of Services, Technology & Administration Staff (Wages) employees of any Level.

At clause 4, Allowances, all sub-clauses except:

- (4) Electricians
- (6) Plumber and Drainer



- (12) Registration Allowance
- (41) Asbestos
- (44) Asbestos Eradication

In recognition that employees will continue to work under circumstances that previously attracted allowance payments pursuant to the above specified clauses, payments for all purposes of this Award shall be made. The payments shall be as follows:

From 1.7.2003

\$41.60 per fortnight for all Heritage and Building Services Group employees other than slaters, plumbers and plumbing apprentices.

\$47.30 per fortnight for slaters, plumbers and plumbing apprentices.

(Plumbers and plumbing apprentices will no longer be able to claim separate payment for chokages or fouled equipment.)

Should circumstances arise where the payment of the allowance prescribed by this subclause for plumbers becomes consistently disadvantageous when compared to payment through the claiming of allowances as set out in the Crown Employees (Skilled Trades) Award, then the Department and the Union will review the situation. Any result of such a review that results in the requirement to amend this subclause will be presented as a consent matter by the Department and the Union.

- (9) Driving Van Allowance

Department of Services, Technology & Administration Staff (Wages) employees allocated and responsible for commercial vehicles containing Departmental plant and equipment, which are parked at the premises of the employee overnight, shall be paid a flat allowance of \$2.40 per day. This allowance is paid daily for each day worked and is not paid for all purposes of this Award. It shall be treated as a wage related allowance for the purpose of future increases.

E. A. R. BISHOP, Commissioner

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## **CROWN EMPLOYEES (POLICE OFFICERS DEATH AND DISABILITY) AWARD 2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1711 of 2008)

Before The Honourable Justice Boland, President

14 October 2009

### **REVIEWED AWARD**

#### **PART A**

#### **INTRODUCTION, INTENTIONS AND COMMITMENTS, INDEX AND DEFINITIONS**

##### **1. Introduction, Intentions and Commitments**

1.1 This Award shall be known as the "Crown Employees (Police Officers Death and Disability) Award 2005".

1.2 The intentions and commitments of this Award are to:

1.2.1 Provide benefits on medical discharge in the event that an on duty or off duty injury results in the death or total and permanent disablement or partial and permanent disability of a police officer.

1.2.2 Provide rehabilitation and retraining in the event that an on duty or off duty injury, results in a police officer suffering partial and permanent disability.

1.2.3 Develop and implement an agreed WellCheck Program for police officers.

1.3 This Award shall be in four parts as follows:

Part A - Introduction, Intentions and Commitments, Index and Definitions.

Part B - Arrangements for police officers entitled to the death and disability benefits prescribed by this Award.

Part C - WellCheck Program.

Part D - Disputes, Anti-discrimination, Leave Reserved and Area, Incidence and Duration.

##### **2. Index**

Clause No.	Subject Matter
1.	Introduction, Intentions and Commitments
2.	Index
3.	Definitions
4.	Coverage
5.	Contributions by officers
6.	Other Benefits Applicable to Police Officers
7.	Police Officers - Lump Sum Payments for "On Duty" Death and Total and Permanent Disablement

8. Police Officers - Lump Sum Payments for "Off Duty" Death and Total and Permanent Disablement
9. Rehabilitation and Retraining and Lump Sum Payments for Police Officers who suffer Partial and Permanent Disability
10. Assessment of Entitlement to Benefits
11. Well Check
12. Grievance Mechanism
13. Anti-Discrimination
14. Award Review
15. Leave Reserved
16. Area, Incidence, Duration and Parties Bound

Annexure A - Total and permanent disablement Benefits  
Payment Scale

Annexure B - Partial and Permanent Disability Benefits  
Payment Scale

### 3. Definitions

"Actuary" means an actuary appointed by NSW Police.

"Association" means the Police Association of NSW.

"Estate" of a person means the property and affairs of the person.

"First State Super" ("First State Super") means the superannuation scheme established under the *First State Superannuation Act 1992* or subsequent arrangements.

"NSW Police" means NSW Police Force established by the *Police Act 1990*.

"Normal duties" or "pre-injury duties" means performing the duties for which the police officer has been principally employed, including restricted duties for the purposes of subclauses 4.3, 4.4 and 4.5.

"On duty injury" in relation to a police officer means, injury to a police officer in such circumstances as would, if the police officer were a worker within the meaning of the *Workers Compensation Act 1987*, entitle the police officer to compensation under the terms and provisions of that Act.

"Off duty injury" means any personal injury or disease which is not an on duty injury.

"Partial and permanent disability" means the police officer's cessation of employment was substantially due, directly or indirectly, to the permanent physical or mental disability of the police officer (not caused by any act or default of the police officer intended to produce an injury leading to that disability) and that the police officer is, when the police officer ceases to be employed by NSW Police, permanently unable, by reason of that disability, to perform the duties that the police officer was required to perform before the police officer suffered the disability.

"Police Officer" means a member of NSW Police holding a position which is designated under the *Police Act 1990* as a position to be held by a police officer.

Police Superannuation Scheme ("PSS") means the superannuation scheme established under the *Police Regulation (Superannuation) Act 1906*.

"Salary" means for Non-Commissioned Officers the base salary as prescribed by the Crown Employees (Police Officers 2008) Award, or such Award or industrial instrument as may rescind and replace that Award, plus 17%. For Commissioned Officers means remuneration as prescribed by the Crown Employees (Police Officers 2008) Award, or such Award or industrial instrument as may rescind and replace that Award.

"Total and permanent disablement" means

(a) a police officer suffers the loss of:

- (i) the use of two limbs, or
- (ii) the sight of both eyes, or
- (iii) the use of one limb and the sight of one eye

where "limb" is defined as the whole hand or the whole foot; or

(b) A police officer working 15 hours each week or more

The police officer having been absent from his/her occupation with the employer through injury or illness for six consecutive months and becoming incapacitated to such an extent as to render the police officer unlikely ever to engage in any gainful profession, trade, or occupation for which the police officer is reasonably qualified by reason of education, training or experience.

(c) A police officer working less than 15 hours each week

The police officer, because of injury or illness becomes permanently unable to perform the basic activities normally undertaken as part of everyday life as evidenced by the police officer being unable to undertake any two of the activities listed below:

- (i) Bathing - to shower or bathe
- (ii) Dressing - to dress or undress
- (iii) Toileting - to use the toilet including getting on or off
- (iv) Feeding - to eat and drink
- (v) Mobility - to get in or out of his/her wheelchair
- (vi) Continence - to control bladder and bowel function

If the police officer can perform the activity on his/her own by using special equipment the police officer is not to be considered unable to perform the activity.

"State Authorities Non-contributory Superannuation Scheme" ("SANCS") means the superannuation scheme established under the *State Authorities Non-contributory Superannuation Act 1987*.

"State Authorities Superannuation Scheme" ("SASS") means the superannuation scheme established under the *State Authorities Superannuation Act 1987*.

"State Superannuation Scheme" ("SSS") means the superannuation scheme established under the *State Superannuation Act 1916*.

## **PART B**

### **ARRANGEMENTS FOR POLICE OFFICERS ENTITLED TO THE DEATH AND DISABILITY BENEFITS PRESCRIBED BY THIS AWARD**

#### **4. Coverage**

4.1 This Award applies to all police officers with the following exceptions:

4.1.1 members of the Police Superannuation Scheme; and

- 4.1.2 members of the State Superannuation Scheme; and
  - 4.1.3 to the extent identified in Clause 4.2 members of the State Authorities Superannuation Scheme who have additional benefit cover and who do not elect to be covered for the Death and Total and Permanent Incapacity benefits under this Award.
- 4.2 Officers who are members of the State Authorities Superannuation Scheme who have additional benefit cover and who do not elect to be covered for the Death and Total and Permanent Incapacity benefits under this Award will not be entitled to the benefits of this award in relation to Death and Total and Permanent Incapacity. However, such officers will still be eligible to be considered for benefits covered by this award with respect to Partial and Permanent Disability.
- 4.3 Subject only to subclause 4.1, 4.4 and 4.5 this award applies to all police officers employed on or after 23 June 2005. Police officers must have been at work on or after that date performing normal duties for a continuous period of not less than 30 days to be eligible for benefits payable under this award in respect to pre-existing injuries or diseases.

#### Transitional Arrangements

These arrangements also apply to officers at work on 23 June 2005 who are participating in an agreed return to work program or who return to work after that date and participate in an agreed return to work program.

- 4.4 Police officers who have suffered an on duty injury and who are making genuine efforts to comply with an agreed Return to Work program shall be covered by this award provided that they participate in such a program for a period equivalent of 3 months of their full time service, subject to the determination of the Committee referred to in subclause 4.5.
- 4.5 A committee comprising a representative of NSW Police, the Association, the NSW Police Ministry and a person agreed between those parties shall determine coverage of such officers in accordance with clauses 7 and 9 in the event of a medical discharge.

### 5. Contributions By Officers

- 5.1 Police officers who are eligible for coverage under this Award, subject to subclauses 5.2, 5.3 and 5.4, shall contribute 1.8 per cent of their salary to NSW Police.
- 5.2 Police officers who are contributors to SASS but who do not contribute to SASS for additional benefit cover shall contribute 1.8 per cent of their salary to NSW Police.
- 5.3 Police officers who are contributors to SASS and who contribute for additional benefit cover and who elect to relinquish that cover shall contribute 1.8 per cent of their salary to NSW Police.
- 5.4 Police officers who:
- 5.4.1 are contributors to SASS; and
  - 5.4.2 contribute to SASS for additional benefit cover; and
  - 5.4.3 elect not to relinquish that additional benefit cover,
- will contribute 0.88% of their salary to NSW Police and will be entitled to receive the benefits prescribed by this award in relation to partial and permanent incapacity. The only benefits prescribed by this award to which the police officer shall be entitled are the benefits applicable in relation to partial and permanent incapacity.
- 5.5 The contributions prescribed by this Award in relation to police officers who are contributors to SASS are additional to the contributions that they are required to make under the *State Authorities Superannuation Act 1987*.

- 5.6 Notwithstanding the provisions of the Crown Employees (Police Officers - 2008) Award, a police officer who is required or elects to make contributions pursuant to this clause will do so by sacrificing an amount of unearned salary equivalent to the police officer's contribution pursuant to this clause, unless they elect to contribute in a different manner. Such salary sacrifice shall not be taken into account for the purpose of calculating the remuneration that the police officer would have received in the event that no salary sacrifice had been applicable.
- 5.7 The provisions of this sub-clause are subject to the *State Authorities Superannuation Act 1987* or Regulations being amended so as to permit police officers who are contributors to SASS and who contribute for additional benefit cover to elect, on a "once only" basis, whether they wish to retain or relinquish that additional benefit cover. A police officer who is a contributor to SASS and who contributes for additional benefit cover shall make an election as provided for by this clause in the time frame specified by the amendments to the Act or Regulations.
- 5.8 In the event that an officer dies or is medically exited prior to having had an opportunity to make an election pursuant to this sub clause he/she shall be entitled to be paid the benefits pursuant to this award less any benefit payable under the additional benefit cover from SASS.
- 5.9 A police officer on any form of leave without pay shall continue to be covered by this Award and shall be required to make the contributions that he/she would otherwise have made had he/she not been on leave without pay.
- 5.10 Contributions of part time officers will be based on their part time salary as defined by this Award.

#### **6. Other Benefits Applicable to Police Officers**

The benefits conferred upon police officers by this Award shall be in addition to any superannuation benefits that may be payable to police officers and any payments under the *Workers Compensation Act 1987* and the *Workplace Injury Management and Workers Compensation Act 1998* as varied from time to time.

#### **7. Police Officers - Lump Sum Payments for "on Duty" Death and Total and Permanent Disablement**

- 7.1 Police officers who contribute under clause 5 shall be entitled to a lump sum payment in accordance with Schedule A to this Award in the event that an on duty injury results in a police officer's death or a police officer suffering total and permanent disablement.
- 7.2 Entitlements under Clause 7.1 in the event of a police officer's death will be paid to the deceased's estate.

#### **8. Police Officers - Lump Sum Payments for "Off Duty" Death and Total and Permanent Disablement**

- 8.1 Police officers who contribute under clause 5 shall be entitled to a lump sum payment in accordance with the scale set out in clause 8.3 in the event that an off duty injury results in their death or total and permanent disablement.
- 8.2 For the purposes of this sub-clause, a police officer's age shall be his/her age at the time of his/her death or at the date that he/she ceases to be employed by the NSW Police or at such earlier date as may be determined by the parties in accordance with clause 10.6.
- 8.3 Entitlements under clause 8.1 in the event of a police officer's death will be paid to the deceased's estate.

Age	Lump Sum \$
Less than 61 years of age	250,000
At age 61 to less than 62 years of age	200,000
At age 62 to less than 63 years of age	150,000
At age 63 to less than 64 years of age	100,000
At age 64 to less than 65 years of age	50,000

- 8.4 The Lump Sum amounts prescribed by sub clause 8.3 shall be increased accordance with increases in salaries prescribed by the Crown Employees (Police Officers 2005) Award to take effect from 1 July each year as follows:

4% July 2006

4% July 2007

4% July 2008

4% July 2009

**9. Rehabilitation, Retraining and Lump Sum Payments for Police Officers Who Suffer Partial and Permanent Disability**

- 9.1 The lump sum payments prescribed by this clause are payable by NSW Police. In order to be entitled to a benefit pursuant to this Clause, a police officer must satisfy the obligations outlined within this Clause.
- 9.2 There is a mutual obligation on both the employer and injured officer to identify suitable police positions for redeployment. However, it is the injured officer's responsibility to accept a reasonable offer of a suitable police position made by the employer, which may include transfer to another location. A failure to accept one of three (3) reasonable offers as per the Permanent Restricted Duties Policy of a suitable police position will jeopardize any benefits or entitlements payable under this Award and may result in medical discharge.
- 9.3 A police officer who suffers an on duty injury shall receive rehabilitation/retraining consistent with agreed policies leading to a return to pre-injury employment wherever possible.
- 9.3.1 Where a return to pre-injury employment is not possible, as determined by HealthQuest, or other medical assessor agreed by the parties, the officer will be considered to be suffering a partial and permanent disability and opportunities for placement in a suitable police position or as a permanent restricted duties police officer will be sought. At the same time, the police officer, with their consent, will be considered for redeployment to an administrative officer position.
- 9.3.2 If placement in a police position within the NSW Police is not possible and redeployment to an administrative officer position is not agreed to by the officer, the employment of the police officer may be terminated. In such circumstances the police officer, provided they have satisfied their mutual obligations, shall be paid a lump sum payment in accordance with Annexure B to this Award.
- 9.4 A police officer who suffers an off duty injury shall receive rehabilitation/retraining consistent with agreed policies, leading to a return to pre-injury employment wherever possible. No direct medical or rehabilitation costs will be met by NSW Police for off duty injuries
- 9.4.1 Where a return to pre-injury employment is not possible as determined by HealthQuest, or other medical assessor agreed by the parties, the officer will be considered to be suffering a partial and permanent disability and opportunities for placement in a suitable police position or as a permanent restricted duties police officer will be sought. At the same time, the police officer, with their consent, will be considered for redeployment to an administrative officer position.
- 9.4.2 If placement in a police position is not possible and redeployment to an administrative officer position within the NSW Police is not agreed to by the officer, the employment of the police officer may be terminated and, in such circumstances, the police officer shall be paid a lump sum payment equivalent to the unexpired portion of the two years full salary or full salary to age 60 (whichever is the lesser). The two year period commences when medical evidence indicates that an officer is not able to return to their pre-injury employment.

- 9.5 The objective of the rehabilitation/retraining program creates mutual obligations, which is for every police officer who suffers partial and permanent disability to be placed in a suitable police position within NSW Police, wherever reasonably practical.
- 9.6 An adequate opportunity will be given to the police officer concerned and the Association (unless the police officer expressly declines to agree to the Association being informed) to consider the NSW Police opinion that no suitable position is available and to put that opinion into dispute in accordance with the dispute resolution clause of this Award prior to medical discharge.

#### **10. Insurance and Assessment of Entitlement to Benefits**

- 10.1 The Association acknowledges that NSW Police will establish, with First State Super, an insurance scheme to pay the lump sum benefits prescribed by clauses 7 and 8 of this Award (the First State Super insurance scheme).
- 10.2 NSW Police shall deduct the contributions that police officers are required or elect to make pursuant to this clause from their salaries.
- 10.3 NSW Police shall contribute to First State Super such sum as required to meet the cost of the insurance premiums to fund the First State Super insurance scheme.
- 10.4 NSW Police shall meet the cost of benefits payable under this Award for Partial and Permanent Disability.
- 10.5 NSW Police will also meet the entitlement pursuant to Clause 7 and Clause 8 for death and total and permanent disablement benefits in the following circumstances:
- 10.5.1 Injuries or death in the period 23 June 2005 to 1 July 2005;
- 10.5.2 Members covered by the Transitional Arrangements in Clause 4;
- 10.5.3 Where a police officer suffers an on-duty injury which is recognized for the purposes of workers compensation law and where such injury is later aggravated or exacerbated off-duty and such injury is not covered by the insurer as being an on-duty injury; and
- 10.5.4 On duty overseas deployments to countries not covered by the insurer, pursuant to Clause 7 only.
- 10.6 Members can only receive one benefit either a "partial and permanent disability benefit" or "total and permanent disablement benefit". Receiving a "partial and permanent disability benefit" or "total and permanent disablement benefit" discharges the liability of the alternative party for the relevant benefit payable. If a Special Risk Benefit under section 216 of the *Police Act* 1990 is payable to a police officer that officer is not entitled to a benefit under this award. Police officers will be required, prior to the receipt of a benefit, to enter into a Deed of Repayment that is in terms agreed between the Parties.
- 10.7 Entitlement to the benefits to be provided by NSW Police pursuant to this Award shall be assessed by NSW Police. Any dispute as to the entitlement of a police officer to receive a benefit under the terms of this award (whether lump sum entitlement or otherwise) may be referred to the Industrial Relations Commission of New South Wales for determination.
- 10.8 Entitlement to receive a lump sum benefit from the First State Super insurance scheme shall be assessed in accordance with the terms of the First State Super Trust Deed and Policy Document. Any dispute will be assessed in accordance with the First State Super Disputes and Complaints procedure. This includes if unresolved by internal processes, any dispute as to entitlement to receive a lump sum payment from the First State Super insurance scheme the matter may be referred to the Industrial Relations Commission of NSW for final determination.
- 10.9 Lump sum benefits payable under this Award shall be calculated utilising the salary as defined in this Award as at the date of disablement for a total and permanent disablement benefit or the police officer's last day of service for a partial and permanent disability benefit. In the case of police officers who have



worked a period of their service on a part time basis, the benefits will be calculated by multiplying their full time equivalent salary by a part time ratio. This ratio shall be calculated by dividing the full time equivalent service by the officer's actual service since 23 June 2005.

10.10 A police officer otherwise entitled to benefits provided by this Award shall not be entitled to such benefits in relation to an injury (or consequent disability) directly caused by the taking of disciplinary action pursuant to section 181D or section 80 of the *Police Act* 1990, as amended, that may lead to removal from NSW Police. However, if:

10.10.1 the initiation of or conduct of such disciplinary action by NSW Police was not reasonable; or

10.10.2 the police officer is not ultimately removed from NSW Police as a consequence of the disciplinary action, then the police officer shall continue to be eligible to claim benefits for such injury.

## **PART C**

### **WELLCHECK PROGRAM**

#### **11. Wellcheck Program**

11.1 The parties agree to develop and implement a WellCheck Program.

11.2 The WellCheck Program will apply to all police officers with no distinction based upon rank within identified specialist areas.

## **PART D**

### **GRIEVANCE MECHANISM, ANTI-DISCRIMINATION, LEAVE RESERVED AND AREA, INCIDENCE, DURATION AND PARTIES BOUND**

#### **12. Grievance Mechanism**

12.1 The objective of the dispute and grievance clause is the efficient and cost effective resolution of disputes over the operation of the Award, and the avoidance of costly recovery proceedings where appropriate.

12.2 Where a dispute or grievance arises in relation to the operation of the Award the police officer, Association, or NSW Police will notify the other Party in writing of the dispute or grievance (including the identification of the remedy sought) and request an urgent meeting to discuss the dispute or grievance.

12.3 A meeting of the NSW Police, the Association and the police officer (or their representative) should be held within five business days wherever reasonably practicable.

12.4 At the conclusion of the meeting, the respondent/s to the notification shall provide a written response to the grievance, including the reasons for not implementing the remedy sought by the notifier.

12.5 Any dispute arising under or regarding the application of this Award may be referred to the Industrial Relations Commission of New South Wales for determination. Neither party shall refer an industrial dispute under Chapter 3 of the *Industrial Relations Act* 1996 to the Industrial Relations Commission without first having given the respondent at least three business days' notice.

12.6 Nothing in this clause shall operate to prevent a party availing themselves of any rights available under the *Industrial Relations Act* 1996 other than as reflected in Clause 12.5.

### 13. Anti-Discrimination

- 13.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 13.2 It follows that in fulfilling their obligations under clause 12 of this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make an application to vary any provision of this Award, which by its terms or operation, has direct or indirect discriminatory effect.
- 13.3 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.
- 13.4 Nothing in this clause is taken to affect any conduct or act which is specifically exempted from anti-discrimination legislation; offering or providing junior rates of pay to persons under 21 years of age; any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; and/or a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 13.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

### 14. Award Review

- 14.1 There will be an actuarial review at the completion of 3 years and each 3 years thereafter.
- 14.2 The benefits provided under this Award are based on actuarial estimates with the long term cost to Government being 3.6% of salaries as defined by this Award. If the results of the triennial actuarial review referred to above or if in any 12 months period:
- 14.2.1 the insurance premium quoted for the next 12 months, and/or
- 14.2.2 the claims experience of the preceding 12 months.
- are such that, in the opinion of the actuary, the long term cost to the Government is likely to exceed 3.6% of salaries, there will be an immediate review of the benefits and/or officer contributions of the scheme.

### 15. Leave Reserved

- 15.1 Leave is Reserved to the Parties Generally to Apply as They May be Advised in Respect of Any Adjustment under Commonwealth Legislation Governing Superannuation which Alters Preservation Rights at Age 60 Or in the Event that Any Legislative Change Necessary for the Implementation of This Award Does Not Occur.
- 15.2 Leave is reserved to the parties generally to apply as they may be advised in respect to the implementation of a compulsory Health and Fitness Program applying to all police officers with no distinction based upon rank.
- 15.3 Leave is reserved to the parties to apply as they may with respect to coverage where police officers contribute to NSW Government subsidised superannuation schemes which includes commensurate levels of benefits for death and permanent disability.
- 15.4 Leave is reserved to the parties to apply as they may with respect to the development of a review mechanism where for the purpose of subclause 10.7 a dispute arises as to the entitlement of a police officer. Such a review mechanism will require the formulation and adoption of any procedures and

mechanisms considered appropriate for dealing with, and determining any dispute which may arise, so as to allow and provide for the speedy, efficient, and most cost effective means of resolving any such dispute.

#### **16. Area, Incidence, Duration and Parties Bound**

- 16.1 This Award shall apply to all police officers as defined in clause 3, Definitions, who are employed by NSW Police.
- 16.2 This Award shall be binding upon the Association and NSW Police.
- 16.3 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Police Officers Death and Disability) Award 2005 published 10 March 2006 (357 I.G. 959), as varied.
- 16.4 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 14 October 2009.
- 16.5 This award remains in force until varied or rescinded, the period for which it was made having already expired.

### **ANNEXURE A**

#### **BENEFITS FOR ON DUTY DEATH AND TOTAL AND PERMANENT DISABLEMENT (TPI)**

The lump sum benefits shown in the table below would be payable from a superannuation fund. The TPI benefit would be payable to the police officer while the death benefit would be payable to the estate/personal representatives. Where an on duty benefit is less than the off-duty benefit, the higher benefit would be payable.

Age At Death Or Disablement Less than 45 years of age	Lump Sum As Multiple Of Salary
	8.50
45	8.20
46	7.95
47	7.69
48	7.42
49	7.15
50	6.88
51	6.59
52	6.29
53	5.98
54	5.67
55	5.35
56	5.02
57	4.69
58	4.34
59	4.00
60	3.71

**ANNEXURE B****ON-DUTY PARTIAL AND PERMANENT DISABILITY BENEFITS PAYMENT SCALE**

Age At Last Day of Service	Lump Sum As Multiple of Salary
20	8.33
21	8.22
22	8.11
23	7.99
24	7.87
25	7.75
26	7.62
27	7.49
28	7.35
29	7.21
30	7.07
31	6.92
32	6.76
33	6.61
34	6.44
35	6.28
36	6.11
37	5.93
38	5.75
39	5.56
40	5.36
41	5.16
42	4.96
43	4.75
44	4.53
45	4.30
46	4.07
47	3.83
48	3.59
49	3.34
50	3.08
51	2.81
52	2.53
53	2.25
54	1.95
55	1.65
56	1.34
57	1.02
58	0.69
59	0.35
60	0.00

R. P. BOLAND J , *President*

**CROWN EMPLOYEES (STOREMEN, &c.) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1543 of 2009)

Before Commissioner Macdonald

14 October 2009

**VARIATION**

1. Delete subclause (xi), of clause 2, Wages, of the award made 9 November 2007 (364 I.G. 230), and insert in lieu thereof the following:
  - (xi) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or;
    - (ii) award wage increases since 29 May 1991, other than Safety Net, State Wage Case and minimum rates adjustments "
2. Delete Appendix I - Minimum Award Wage Rates and Appendix II - Allowances and Special Rates, and insert in lieu thereof the following:

**APPENDIX I****MINIMUM AWARD WAGE RATES**

Classification	Minimum Award Wage Rates (Per Week) State Wage Case 2008	Minimum Award Wage Rates (Per Week) State Wage Case 2009
	\$	\$
Storeman and/or Packer	622.60	640.00
Assembler	624.20	641.70
Forklift Driver	628.60	646.20
Leading Hand	624.80	642.30
Charge Hand	627.10	644.70

**APPENDIX II****ALLOWANCES AND SPECIAL RATES**

Item No.	Subject	Amount State Wage Case 2008	Amount State Wage Case 2009
		\$	\$
1.	Charge Hands (1-5 employees)	18.50	19.00
2.	Charge Hands (6-10 employees)	27.70	28.50
3.	Charge Hands (over 10 employees)	38.30	39.40
4.	Single Employee	14.60	15.00
5.	Forklift Driver	74 cents per hour	76 cents per hour
6.	Mobile Crane	87 cents per hour	89 cents per hour
7.	Mobile Crane	87 cents per hour	89 cents per hour

3. This variation shall take effect from the first pay period commencing on or after the 16 December 2009.

A. MACDONALD, Commissioner

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Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (TEACHERS IN TAFE AND RELATED  
EMPLOYEES, BRADFIELD COLLEGE AND TEACHERS IN TAFE  
CHILDREN'S CENTRES) SALARIES AND CONDITIONS AWARD  
2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Nos. IRC 2341 of 2008 and 171 of 2009)

Before The Honourable Justice Walton, Vice-President

12 August 2009

**AWARD**

**1. Arrangement**

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

TAFE SECTION

- |     |   |
|-----|---|
| 1.  | Arrangement   |
| 2.  | Dictionary  |
| 3.  | Salaries  |
| 4.  | Allowances  |
| 5.  | Salary Progression and Maintenance  |
| 6.  | Teacher Quality   |
| 7.  | Salary Packaging  |
| 8.  | Initial Appointments  |
| 9.  | Teaching in More Than One Location  |
| 10. | Deferred Salary Scheme  |
| 11. | Compensation for Travel on TAFE Business  |
| 12. | Contribution to Institute Output Requirements                                       |
| 13. | Attendance - Teachers and Counsellors   |
| 14. | Duties of Teachers  |
| 15. | Allocation of Duties  |
| 16. | Duties Related to Teaching  |
| 17. | Administrative Duties   |
| 18. | Averaging   |
| 19. | Accumulating Program  |
| 20. | Professional Development - Teachers   |
| 21. | TAFE Year   |
| 22. | Additional One Week   |
| 23. | Evening Work - Counsellors  |
| 24. | Time Credit   |
| 25. | Excess Teaching Hours   |
| 26. | Sunday Work/Night Work  |
| 27. | Qualifications for Appointment  |
| 28. | Working Conditions - Education Officers and<br>Related Employees                    |
| 29. | Professional Development - Education Officers,<br>Related Employees and Counsellors |
| 30. | Leave for Teachers and Related Employees  |
| 31. | Calculation of Service  |
| 32. | Training and Development  |
| 33. | Multi-skilling  |

34. Working Conditions - Part time Casual Teachers, Coordinators and Counsellors
35. Contract Teachers (OTEN)
36. Provision for Positions which Are Hard To Fill
37. Industrial Rights
38. Quality Improvement Program
39. Pilot Schemes
40. Principles of Restructuring

#### TAFE CHILDREN'S CENTRES SECTION

1. Salaries and Allowances
2. Hours of Work
3. Non Contact Time
4. Shift Work
5. Public Holidays
6. Leave
7. Overtime and Time Off in Lieu for Payment of Overtime
8. Job Share
9. Duties of Teachers
10. Crib Breaks
11. First-aid Certificate

#### BRADFIELD COLLEGE SECTION

1. Introduction
2. Employment Arrangements and Right of Return
3. Types of Employment
4. Full time Employees
5. Part-time Employees
6. Casual Employees
7. Payment for Related Duties - Casual Employees
8. Learning Co-ordinators
9. Teacher Quality
10. Training and Professional Development
11. Qualification and Experience Requirements
12. Remuneration
13. Salary packaging
14. Travelling Time and Travelling Expenses
15. College Year
16. Hours of Work
17. Annual Leave
18. Extended Leave and Long Service Leave
19. Sick Leave
20. Family and Community Service Leave
21. Personal Carers Leave
22. Adoption, Maternity and Parental Leave
23. Other Leave
24. Occupational Health and Safety
25. Educational Initiatives
26. Industrial Rights

#### GENERAL SECTION

1. Dispute Resolution Procedures
2. No Further Claims
3. Anti-discrimination
4. Secure Employment Test Case - OHS Obligations



5. Area, Incidence and Duration
6. Further Employee Related Reform Measures and Cost Savings
7. Employment under Two or More Sections of this Award
8. Deduction of Union Membership Fees

#### SCHEDULES

- Schedule 1 - Common Incremental Salary Scale - TAFE
- Schedule 2 - Allowances - TAFE
- Schedule 3 - Locality Allowances
- Schedule 4 - Salary Scales - Promotion Classifications - TAFE
- Schedule 5 - TAFE Excess Travel and Compensation for Travel on Official Business
- Schedule 6 - Strategies for Maximising Annual Student Hours in TAFE
- Schedule 7 - Rates of Pay - Part time Casual Teachers, Coordinators and Counsellors in TAFE and Contract Teachers (OTEN)
- Schedule 8- Early Childhood Teachers - Salaries
- Schedule 9 - Early Childhood Directors - Allowances
- Schedule 10 - Early Childhood Teachers in Charge - Allowances
- Schedule 11 - Bradfield College Annual Salaries
- Schedule 12 - Hourly Rates for Casual Teachers and Coordinators - Bradfield College
- Schedule 13 - Bradfield College Team Leader Allowance
- Schedule 14 - Bradfield College Excess Travel and Compensation for Travel on Official Business

## 2. Dictionary

- 2.1 "Adult Literacy Officer" in the TAFE section of the Award means a teacher employed as such.
- 2.2 "Advanced Skills Counsellor" in the TAFE section of the Award means a counsellor employed as such.
- 2.3 "Approved Program" means a teaching program taught across the Standard Educational and or TAFE year. A teaching program consists of a standard or an averaging or an accumulating program.
- 2.4 "Assistant Director" at Bradfield College means a person appointed to a position designated as such.
- 2.5 "Award" means the Crown Employees (Teachers and Related Employees in TAFE and Other Educational Institutions) Salaries and Conditions Award 2009.
- 2.6 "Australian Qualifications Framework (AQF)" means the policy framework that defines all qualifications recognised nationally in post-compulsory education and training within Australia. The AQF comprises titles and guidelines which define each qualification, together with principles and protocols covering articulation and issuance of qualifications and Statements of Attainment.
- 2.7 "BMET" means the training course known as the Basic Methods of External Teaching, which is the three unit distance mode course that sensitises the contract teacher to the situation of the student working in open/distance mode.
- 2.8 "Casual employee" at Bradfield College means a teacher, coordinator or counsellor who does not have a regular program and is engaged and paid on an hourly basis.

- 2.9 "Casual Teacher" in a Children's Centre means a teacher engaged as required by the employer, who is not a full-time, part-time or part-time casual teacher.
- 2.10 "College calendar" means the schedule for teaching and associated activities supporting the curriculum offerings at Bradfield College.
- 2.11 "College/campus/institute" means a TAFE establishment or other centre where instruction is provided by TAFE and includes any place designated as part of, or as an annexe to, such college/campus/institute.
- 2.12 "Contract Teacher" means a teacher employed to mark and provide feedback on work submitted by students enrolled in OTEN and paid per unit of work marked.
- 2.13 "Contract Teaching Duties" means those duties contained in clause 35, Contract Teachers (OTEN).
- 2.14 "Coordination" in clause 34, Working Conditions - Part Time Casual Teachers, Coordinators and Counsellors in TAFE, means educational coordination of programs, courses or subjects or the provision of services by part time casual coordinators.
- 2.15 "Counsellor" means an employee employed to provide counselling services to students.
- 2.16 "Degree" means a course of study in a higher education institution leading to a degree as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.17 "Department" means the Department of Education and Training.
- 2.18 "Diploma" means a course of study in a higher education institution leading to a diploma as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.19 "Department" means the NSW Department of Education and Training.
- 2.20 "Director" means the Director of Bradfield College.
- 2.21 "Director-General" means the Director-General of Education and Training and Managing Director of the TAFE Commission.
- 2.22 "Division" means the TAFE Commission Division of the NSW Government Service.
- 2.23 "Division Head" means the Division Head of the TAFE Commission Division of the NSW Government Service.
- 2.24 "Duties Other Than Teaching" in clause 34, Working Conditions - Part Time Casual Teachers, Coordinators and Counsellors, means duties other than teaching and coordination except as provided in subclause 34.7 of clause 34 of the TAFE section of the Award.
- 2.25 "Early Childhood Director" means a person appointed as such by the employer and who is an early childhood teacher, as defined, who is responsible to the employer for the direct supervision of other employees and/or the management of a centre and centres."
- (A) "Early Childhood Teacher" means a person in a Children's Centre who is classified by the Director-General as either a four year trained teacher or a three year trained teacher, provided that all teachers employed at the time of the making of this award shall be so classified.
- 2.26 "Education Officer (TAFE)" In the TAFE section of the Award means an officer appointed as such who has an appropriate degree from a higher education institution and appropriate vocational and/or industrial experience.

- 2.27 "Employee means:
- (i) in the TAFE section of the award, a person employed in a classification under this section of the award on a permanent, temporary, casual, part time casual or contract basis.
  - (ii) in the Childrens Centre section of the award, all persons employed in TAFE childrens centres, including early childhood directors and early childhood teachers.
  - (iii) in the Bradfield College section of the award, a teacher, learning coordinator, counsellor or assistant director who is temporarily engaged at Bradfield College for a period of up to three years."
- 2.28 "Employer" means the Crown in the right of the State of New South Wales (the Crown) and any person acting on behalf of the Crown, including the Director-General.
- 2.29 "Equivalent" when referring to qualifications means those qualifications deemed by the employer to be equivalent to specified qualifications.
- 2.30 "Excess Teaching Hours" in the TAFE section of the award means the actual teaching hours in excess of a teacher's standard weekly teaching component or annual teaching component, as appropriate, that a teacher is required to teach.
- 2.31 "Excess hours" in the Bradfield College section of the award means actual teaching hours in excess of a normal teaching load.
- 2.32 "Federation" means the New South Wales Teachers Federation.
- 2.33 "Four Year Trained Teacher" at a TAFE Children's Centre means:
- a teacher who holds a four-year early childhood education degree from a higher education institution;
  - a teacher who holds a degree from a higher education institution and who has, in addition, satisfactorily completed a one year early childhood education diploma from a higher education institution;
  - a teacher who has completed other such courses as the Director-General determines as satisfying requirements.
- 2.34 "Full-time Teacher" at a TAFE Children's Centre means any teacher engaged as such who is not a part-time or casual teacher and who works 38 hours per week.
- 2.35 "Full time employee" at Bradfield College means an employee who is engaged to work the hours provided by clause 16 Hours of Work of the Bradfield section of the Award.
- 2.36 "General Secretary" means the General Secretary of the Federation.
- 2.37 "Graduate" means a person who has obtained a degree from a higher education institution or possesses qualifications determined by the employer to be equivalent to such a degree.
- 2.38 "Graduate Diploma" means a course of study in a higher education institution leading to a graduate diploma as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.39 "Head Teacher" in the TAFE section of the Award means all persons employed within this classification, including those referred to in subclause 3.8 of the TAFE section of the Award.
- 2.40 "Higher Education Institution" means a university or other tertiary institution recognised by the employer which offers degrees, diplomas or teacher education courses.
- 2.41 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the *Industrial Relations Act 1996*.

- 2.42 Institute" means any grouping of TAFE campuses or places where TAFE provides education, training, administrative and other services from time to time as specified by the Managing Director.
- 2.43 Institute Director" in the TAFE section of the Award means all persons employed within this classification.
- 2.44 Institute Manager" in the TAFE section of the Award means all persons permanently or temporarily employed within this classification.
- 2.45 Learning Co-ordinator" within the Bradfield College means a person appointed to a position responsible for the educational and administrative leadership of specified areas.
- 2.46 Minister" means the Minister for Education and Training.
- 2.47 Northern Sydney Institute" comprises the following colleges - Bradfield, Crows Nest, Hornsby, Meadowbank, North Sydney, Northern Beaches and Ryde.
- 2.48 "Officer" means and includes:
- (i) in the TAFE section of the award, all persons permanently employed in TAFE and who, on the date of commencement of the Award, were occupying one of the positions covered by the Award or who, after that date, are appointed to one of these positions and,
  - (ii) in the Bradfield College section of the award, a person employed in TAFE Commission Division or the Teaching Service other than as a temporary or casual employee and who is employed on a full time or part time basis at Bradfield College.
- 2.49 "Operating days" in the Bradfield College section of the award includes every day of the week except Sunday and public holidays.
- 2.50 "OTEN" means the Open Training and Education Network.
- 2.51 "Part time Casual Coordinator" in the TAFE section of the award means a coordinator engaged on an hourly basis to coordinate special programs or other activities.
- 2.52 "Part time Casual Counsellor" in the TAFE section of the award means a counsellor engaged on an hourly basis to provide counselling services to students.
- 2.53 "Part time Casual Teacher" in the TAFE section of the award means a teacher engaged to teach on an hourly basis. It is the employer's intention that no Part time Casual Teacher shall be engaged to deliver the equivalent of a full time teaching program for 12 or more weeks in a semester except where a Temporary Teacher is not able to be employed following recruitment action.
- 2.54 "Part time employee" in the Bradfield College section of the award means an employee who is engaged to work for less than the ordinary working hours of a full time employee and who has a regular program.
- 2.55 "Part-time Teacher" in a TAFE Children's Centre means a teacher who is engaged to work regularly and not more than 0.8 of the ordinary hours which a full-time teacher at the Centre is required to work, provided that a part-time teacher may work up to 0.9 of the ordinary hours of a full-time teacher if the teacher is entitled to a preparation session equivalent to 0.1 of a teacher's ordinary hours.
- 2.56 "Parties" means the Employer and the Federation.
- (A) "Period of engagement in the Bradfield College section of the award means the period, up to three years, for which an employee is temporarily engaged to work at Bradfield College."
- 2.57 "Permanent Part-time Work" in a TAFE Children's Centre means employment which is undertaken for less than the full ordinary working hours per week for the classification on a continuing basis for set and

- regular hours. The rate of pay, all conditions and leave entitlements of a permanent part-time staff member are on a pro rata basis.
- 2.58 "Regular program" at Bradfield College means the duties allocated to full time and part-time employees including teaching duties and duties incidental to teaching as part of a pre planned program for the academic year or part thereof
- 2.59 "Shift" at a TAFE Children's Centre means a daily period of work in a TAFE Children's Centre and shall be one of the following:
- 2.59.1 "Afternoon shift" means any shift finishing after 7.00 p.m. and at or before midnight.
- 2.59.2 "Night shift" means any shift finishing after midnight and at or before 8.00 a.m. or any shift commencing at or after midnight and before 5.00 a.m.
- 2.59.3 "Early morning shift" means any shift commencing at or after 5.00 a.m. and before 6.00 a.m.
- 2.59.4 "Night shift, non-rotating" means any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the teacher at least one third of their working time off night shift in each roster system.
- 2.60 "Service" means continuous service, unless otherwise specified in the Award.
- 2.61 "Special Programs" means those programs administered by TAFE which are designated to promote access of special groups of students to TAFE's courses.
- 2.62 "Special Program Coordinator" in the TAFE section of the Award means an officer or temporary employee appointed to a position as Institute media coordinator, consultant for students with a disability, Aboriginal coordinator, labour market program coordinator, outreach coordinator or Institute multicultural education coordinator in Institutes.
- 2.63 "Standard Educational Year" in the TAFE section of the Award means that period of approximately 41 weeks falling within a calendar year determined as such by the Managing Director.
- 2.64 "TAFE", "TAFE Commission" or "TAFE NSW" means the Technical and Further Education Commission, i.e. the TAFE Commission.
- 2.65 "TAFE Children's Centre" means a long day care centre established on TAFE premises with the primary purpose of providing child care and/or educational development programs and/or centres for children under school age, over a period of eight hours or more a day and for not less than 48 weeks per annum.
- 2.66 "TAFE Commission Act" means the Technical and Further Education Commission Act 1990.
- 2.67 "TAFE Year" means a period of 50 weeks, excluding the two week period surrounding Christmas/New Year, during which educational programs may be conducted.
- 2.68 "Teacher"
- (i) in the TAFE section of the Award means a person or officer employed permanently or temporarily in a full time or part time teaching position;
- (ii) in the Bradfield College section of the award means a person or officer who is employed in a full-time, part-time or casual teaching position at Bradfield College to assist the Director in the work of the College.
- 2.69 "Teacher in Charge" in the TAFE Children's Centre section of the Award means a teacher appointed as such by the employer in a TAFE Children's Centre where the director is employed on a part-time basis and who is responsible to the director for the management of the Centre when the director is not in attendance.

- 2.70 "Teacher in Training" in the TAFE section of the Award means a person employed as a teacher who is undertaking a course of teacher education which has been prescribed by the employer as a compulsory course for that teacher to undertake.
- 2.71 "Teachers Federation" means the New South Wales Teachers Federation.
- 2.72 "Teaching Service" means the Teaching Service of New South Wales.
- 2.73 "Team leader" at Bradfield College means a teacher selected by the Director to co-ordinate a team of teachers responsible for the educational instruction, student welfare and vocational needs of students.
- 2.74 "Temporary Employee" in the TAFE section of the Award means and includes all persons employed on a temporary basis, other than on a casual or part time casual basis or as a contract teacher (OTEN).
- 2.75 "Temporary Teacher" means
- (i) in the TAFE section of the Award an officer, or temporary employee employed on a full time or part time basis to teach for defined period. A Temporary Teacher engaged on a part time basis is entitled to pro rata salary and conditions of a Temporary Teacher engaged on a full time basis.
  - (ii) in the TAFE Children's Centre section of the Awards a teacher employed to work full-time or part-time in a TAFE Children's Centre for a specified period which is not more than a full centre year but not less than five days. Provided that a teacher may be employed for a specific period in excess of a full year but not more than two full years where such a teacher is replacing a teacher who is on leave for a specified period in excess of a full year.
- 2.76 "Three Year Trained Teacher" employed in a TAFE Children's Centre means:
- a teacher who has satisfactorily completed a course of early childhood education of three years duration at a higher education institution;
- a teacher who has completed other such courses as the Director-General determines as satisfying requirements.
- 2.77 "Trained Teacher" in the TAFE section of the Award means a teacher who has satisfactorily completed a prescribed course of training at a higher education institution, or such other course or courses which the employer determines as satisfying requirements for classification as a teacher.
- 2.78 "Union" means the New South Wales Teachers Federation.

## TAFE SECTION

### 3. Salaries

- 3.1 Salaries and rates of pay shall be paid in accordance with this clause and Schedules 1, 4, and 7. Salaries under this section of the award incorporate the following increases for the first pay period commencing on or after the specified date.
- 3.1.1 For teachers up to/including step 13, an increase of 4.4% from 1 January 2009, an additional increase of 3.8% from 1 January 2010 and a further increase of 3.8% from 1 January 2011.
- 3.1.3 For promotions positions, an increase of 4.4% from 1 January 2009, an additional increase of 3.8% from 1 January 2010 and a further increase of 3.8% from 1 January 2011.
- 3.2 Allowances under this section of the Award will be increased by 4.4% from the first pay period commencing on or after 1 January 2009, by 3.8% from the first pay period commencing on or after 1 January 2010 and 3.8% from the first pay period commencing on or after 1 January 2011.

- 3.3 Any further increases in salaries and allowances under a replacement industrial instrument shall not be available until after 1 January 2012.
- 3.4 Subject to satisfying the conditions prescribed by this Award, the salaries of the following officers and temporary employees shall be paid in accordance with Schedules 1 and 4.

Classification	Schedule
Teachers, education officers (TAFE), counsellors, adult literacy officers, assistant outreach coordinators.	Schedule 1
Promotion classifications salary scales.	Schedule 4

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

Classification	Minimum starting salary	Maximum salary
Teachers, counsellors, education officers, adult literacy officers and assistant outreach coordinators	Step 10*	Step 13
Teachers in training	Step 10*	No more than one step beyond the step paid on initial appointment

\*For starting salaries above the minimum starting salary for a teacher refer to the TAFE Policy - Teachers Commencing Salary (TAFE Gazette No. 32, 24 September 2003) or its replacement.

- 3.7 Subject to clause 6, Salary Progression and Maintenance and clause 32 Calculation of Service, officers and temporary employees shall progress without change to their incremental date by way of annual increments to Step 13 on the common incremental salary scale as set out in Schedule 1.
- 3.8 Teachers who were classified as head teacher or senior head teacher as at 26 January 1997 continue to receive the salary increases at the appropriate step for these classifications as set out in Schedule 4 for as long as they hold that classification.
- 3.9 A counsellor who is classified as an advanced skills counsellor shall retain the head teacher band 1 salary while they continue to occupy that position.

#### 4. Allowances

- 4.1 An additional responsibility allowance shall be paid in accordance with this clause and Schedule 2 when:
- 4.1.1 a teacher is required to accept additional responsibilities of a supervisory or administrative character and the circumstances do not warrant the appointment of a head teacher;
- 4.1.2 a counsellor is nominated by the employer in any institute or campus as counsellor in charge.
- 4.2 An education officer (TAFE) who:
- 4.2.1 has completed 12 months service at the salary prescribed on the maximum of the common incremental salary scale; and
- 4.2.2 has demonstrated to the satisfaction of the employer by the work performed, its quality and the results achieved, that the aptitude and abilities of the officer warrant additional payment;

shall be paid an allowance which is the difference between step 13 and Head Teacher Band 1, renewable each period of two years, to ensure a remuneration equivalent to the salary level of head teacher band 1 as set out in Schedule 4.

- 4.3 Locality and related allowances shall be paid in accordance with in Schedule 3.

### **5. Salary Progression and Maintenance**

- 5.1 An officer shall be entitled to progress along or be maintained on the common incremental salary scale or the salary level for a promotions position after each 12 months of service subject to the officer demonstrating by means of an annual review, continuing efficiency in teaching practice, satisfactory performance and professional growth.
- 5.2 Any teacher who does not satisfy the teacher training requirements as determined by the employer shall not progress more than one step along the common incremental salary scale above the salary step paid on initial appointment.

### **6. Teacher Quality**

- 6.1 To provide feedback on an officer or temporary employee's performance, each officer or temporary employee's institute director or nominee shall ensure that the teacher's performance is appraised by annual review. This appraisal implemented from the beginning of term four, 2000 continues in force as follows:
- 6.1.1 The officer or temporary employee's institute director or nominee shall be responsible for annually reviewing the performance and development of the officer or temporary employee undertaking their work.
- 6.1.2 For officers and temporary employees, the TAFE Teachers and Related Employees Annual Review Policy (TAFE Gazette No. 32, 10 October 2001) or its replacement shall apply.
- 6.1.3 The annual review for teachers shall be reported by way of the new teacher assessment review form implemented under the Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award published 29 May 2009 (368 I.G. 73).
- 6.1.4 The parties agree to negotiate on variations, if any, to the policies and procedures in place at the commencement date of the Award relevant to annual review of teacher performance.

### **7. Salary Packaging**

For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedules 1, 4 and 7 of this award and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.

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

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

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



- 7.3 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:
- 7.3.1 any fringe benefits tax liability arising from a salary packaging arrangement; and
  - 7.3.2 any administrative fees.
- 7.4 Where the employee makes an election to salary package the following payments made by the employer in relation to an employee shall be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:
- 7.4.1 Superannuation Guarantee Contributions;
  - 7.4.2 any salary-related payment including but not limited to allowances and workers compensation payments; and
  - 7.4.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

### **8. Initial Appointments**

- 8.1 The initial appointment of all officers shall be for a minimum probationary period of one year. Confirmation of an officer's permanent appointment shall depend on completion of a satisfactory annual review pursuant to clause 5, Salary Progression and Maintenance and in the case of teachers, upon satisfactory completion of teacher training requirements.
- 8.2 All initial appointments shall be on the basis of merit.

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

- 9.1 Teachers may be programmed to teach in more than one location including schools.
- 9.1.1 Where this occurs there shall be full consultation with the affected teacher or teachers, including sufficient notice and any specific needs of the affected teacher or teachers shall be taken into account.
  - 9.1.2 The travelling compensation provisions at Schedule 5, Excess Travel and Compensation for Travel on Official Business and, as appropriate, time credit provisions at clause 24, Time Credit shall apply to teachers programmed to teach in more than one location.

### **10. Deferred Salary Scheme**

- 10.1 Officers may seek to join the Department's deferred salary scheme.
- 10.2 Successful applicants may defer twenty per cent of their salary for the first four years and be paid the deferred salary in the fifth year.

### **11. Compensation for Travel on TAFE Business**

- 11.1 Where an employee is required and authorised to travel on TAFE business in the performance of their duties, compensation for travel shall be determined in accordance with the provisions of Schedule 5 Excess Travel and Compensation for Travel on Official Business.

### **12. Contribution to Institute Output Requirements**

- 12.1 Teachers, adult literacy officers, head teachers and special program coordinators in TAFE shall contribute to the achievement of Institute output requirements as measured in Annual Student Hours (ASH). Institutes maintain their commitment to providing educationally and vocationally disadvantaged

groups with access to technical and further educational services, including a range of appropriate specialised services, in line with the objectives of the *TAFE Commission Act 1990*.

- 12.2 The strategies detailed in Schedule 6 shall be implemented in TAFE in order to maximise Annual Student Hours.
- 12.3 The parties agree to consult on any variations to State and Commonwealth funding authority requirements in relation to the use of ASH as a measure of institute output.

### 13. Attendance - Teachers and Counsellors

- 13.1 The standard attendance hours of:
- 13.1.1 teachers, head teachers, special program coordinators and adult literacy officers, shall be 30 hours per week;
- 13.1.2 counsellors, advanced skills counsellors and senior counsellors, shall be 35 hours per week.
- 13.2 The daily span of working hours in colleges/campuses for officers and employees under this section of the Award is between 6.00am and 10.00pm on Monday to Saturday, inclusive. Teaching and related duties hours worked by teachers should, unless otherwise unavoidable or by agreement between a teacher and their immediate manager, be continuous.
- 13.3 All full time officers shall be required to attend college five days per week on Monday to Friday, inclusive. However, where the course program requires, teachers, head teachers, special program coordinators, adult literacy officers, counsellors, senior counsellors and advanced skills counsellors:
- 13.3.1 may be required to work on any five days from Monday to Saturday inclusive as part of their normal program, although they may meet weekly attendance requirements in four days per week;
- 13.3.2 who are required as part of their normal program to work on a Saturday shall, if they so request, be entitled to have two consecutive days off in the following week.

### 14. Duties of Teachers

- 14.1 For the purpose of this clause teacher includes, head teachers, special program coordinators and adult literacy officers.
- 14.2 Teachers perform a broad range of duties that include the following activities:

Direct Teaching Activities	Duties Related to Teaching
<p>Direct teaching activities include but are not limited to:</p> <ul style="list-style-type: none"> <li>- face to face teaching in any environment or setting, including but not limited to:               <ul style="list-style-type: none"> <li>- classrooms,</li> <li>- workshops,</li> <li>- industry</li> <li>- in the field;</li> </ul> </li> <li>- distance mode and online;</li> <li>- workplace training and assessment.</li> </ul>	<p>Duties related to teaching include but are not limited to:</p> <ul style="list-style-type: none"> <li>preparation;</li> <li>marking;</li> <li>support and advice to clients;</li> <li>enrolment and administration;</li> <li>course, curriculum and program development and review;</li> <li>industry and community liaison and promotion;</li> <li>training and professional development;</li> <li>development of learning materials;</li> <li>research;</li> <li>attendance at staff meetings;</li> <li>recognition of prior learning;</li> <li>workplace consultancy and advisory services;</li> </ul>

	skills analysis and audit; work placement coordination and supervision; leading approved staff development activities; student selection; course coordination as specified in curriculum documents.
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- 14.3 Head teachers also perform administrative duties and special program coordinators and adult literacy officers perform administrative and coordination duties.

### 15. Allocation of Duties

- 15.1 The direct teaching or counselling component of:
- 15.1.1 full time teachers shall be 20 hours per week;
- 15.1.2 head teachers shall be ten or 14 hours per week as determined by the employer;
- 15.1.3 adult literacy officers shall be nine hours per week;
- 15.1.4 counsellors and advanced skills counsellors shall be 20 hours per week;
- 15.1.5 senior counsellors shall be 14 hours per week;
- 15.1.6 special program coordinators and assistant outreach coordinators shall be six hours per week or 216 hours per annum;
- provided that all teachers, special program coordinators and adult literacy officers are entitled, pursuant to clause 20, Professional Development - Teachers, to a reduction in their direct teaching time by the requisite amount of professional development time.
- 15.2 Teachers shall be required to teach 19 hours per week direct teaching including face to face teaching in any environment or setting including, but not limited to, classrooms, workshops, industry, in the field, by distance mode and online, and including workplace training and assessment.
- 15.3 Only at the discretion of the institute director (or nominee) shall any reduction in the teaching load be permitted. If any such reduction is permitted, the teacher shall not be paid for excess teaching hours, except as otherwise approved by the institute director.
- 15.4 Those teachers whose classes finish prior to the end of the TAFE Year, semester or term due to final examination shall continue to perform other duties. Such duties are to be agreed between the teacher and their immediate manager.
- 15.5 The annual hour equivalents of the direct teaching activities, related duties, administrative and coordination duties and annual weeks of attendance of teachers, adult literacy officers, head teachers and special program coordinators shall be as follows:

Classification	Direct teaching (annual equivalent hours) #	Related duties - during teaching weeks (annual equivalent hours)	Related duties hours during the five non teaching weeks (annual equivalent hours)	Admin duties (annual equivalent hours)	Co-ordination & Admin duties (annual equivalent hours) Φ	Total annual hours	Annual weeks of attendance
Teachers	720	360	150	-	-	1230	41
Adult literacy officers	324	216	150	-	540	1230	41
Special program coordinators other than consultants for students with a disability Assistant Outreach Coordinators	216	108	150	-	786	1260	42
Special program coordinators Consultants for students with a disability	216	108	150	-	756	1230	41
Head teachers band 1	504	252	150	324	-	1230	41
Head teachers band 2*	360	180	150	540	-	1230	41

\* Includes head teachers band 1 supervising > 150 weighted hours per week

# Includes 36 hours professional development.

Φ Coordination and Administrative duties for adult literacy officers and special program coordinators

### 16. Duties Related to Teaching

- 16.1 For the purpose of this clause teacher includes head teacher, adult literacy officer and special program coordinator.
- 16.2 In addition to direct teaching activities teachers shall be entitled to attend to duties related to teaching for 30 minutes for each hour of teaching that forms part of their approved program, except that adult literacy officers shall be entitled to six hours of related duties time for each week of teaching.
- 16.3 Where a teacher is given a teaching release, each hour of teaching release shall involve a 30 minute reduction in the teacher's related duties time.
- 16.4 Duties related to teaching shall also be undertaken during the five non teaching weeks per annum.

- 16.5 Teachers shall continue, in consultation with their immediate manager, to determine duties that shall be conducted during related duties time.

### **17. Administrative Duties**

- 17.1 The administrative component of a head teacher shall be:
- 17.1.1 nine hours per week for a head teacher band 1 supervising up to 150 weighted teaching hours per week;
  - 17.1.2 15 hours per week for a head teacher band 1 supervising more than 150 weighted teaching hours per week; and
  - 17.1.3 15 hours per week for a head teacher band 2.

### **18. Averaging**

- 18.1 For the purpose of this clause, teacher includes head teacher.
- 18.2 Teachers and their supervisors may agree to average the teacher's direct teaching component as set out in subclause 15.1 of clause 15, Allocation of Duties, over fixed periods of up to one year determined in advance to enable appropriate patterns of work to meet student needs in accordance with the following provisions.
- 18.2.1 Teachers may, within the fixed averaging period be allocated teaching up to five hours above their direct teaching component, provided that the direct teaching component is to balance over the averaging period.
  - 18.2.2 The direct teaching component to related duties ratio is to be maintained but may be averaged over the fixed averaging period, provided that the standard attendance of 30 hours per week is met.
  - 18.2.3 Within the fixed averaging period, any direct teaching undertaken which exceeds five hours above the teacher's weekly direct teaching component as set out in subclause 15.1 of the said clause 15, Allocation of Duties, shall be paid in accordance with clause 25, Excess Teaching Hours.
  - 18.2.4 Any teaching undertaken, which exceeds at the end of the fixed averaging period a teacher's direct teaching component, shall be paid as excess hours. Excess teaching hours claimed in accordance with paragraph 18.2.3 of this subclause cannot be included in determining teaching hours for the purpose of this paragraph.
  - 18.2.5 Except for hours accrued in accordance with the said paragraph 18.2.3, where an averaging teaching program is worked, payment for excess hours will be determined and paid at the end of the fixed averaging period or semester whichever is the lesser in accordance with clause 25, Excess Teaching Hours.
- 18.3 A teacher may average their direct teaching component over periods of less than one year consistent with subclause 18.2 of this clause.
- 18.4 The administrative component of a head teacher's approved program must be worked as a consistent number of hours on a weekly basis within any year. Averaging of the administrative component of the standard attendance hours is not permitted.

### **19. Accumulating Program**

- 19.1 For the purpose of this subclause, teacher includes head teachers.

- 19.2 By agreement between the teachers and their immediate manager, and subject to TAFE's needs, teachers may elect to teach up to a maximum of five hours above their direct teaching component over one term or up to twelve weeks.
- 19.3 Teachers may not be directed to teach an accumulating program.
- 19.4 Regular or repetitive use of accumulating programs for periods over twelve weeks should be avoided. Where the need arises, accumulating hours beyond that period is also voluntary.
- 19.5 When an accumulating program is chosen, teachers may elect on a once per term basis to accumulate hours or be paid fortnightly for the teaching hours above twenty.
- 19.6 Where teachers elect to accumulate hours, they may be paid at the end of the term or accrue excess hours into the next term.
- 19.7 Where an election to accumulate hours is made, teachers in consultation with their immediate manager should, in the context of a pre planned program, determine in advance when the time in lieu is to be taken.
- 19.8 If payment is elected, it shall be in accordance with clause 25, Excess Teaching Hours.
- 19.9 By the end of the TAFE year all excess hours must be taken as time in lieu or paid out.
- 19.10 The teaching component to related duties ratio of 2:1 is to be maintained for the first 20 hours of teaching.
- 19.11 Teachers shall be required to attend for 41 weeks per annum unless accumulated hours have been banked to be taken as time in lieu.

## **20. Professional Development - Teachers**

- 20.1 For the purposes of this clause, teacher includes head teachers, special program coordinators and adult literacy officers.
- 20.2 Discussions are to occur between the teacher and their appropriate head teacher/supervisor for an agreed professional development plan that meets the development needs of the teacher and the section/faculty/unit. The plan will be developed as part of the Annual Teacher Review process and will guide the professional development plan over the year.
- 20.3 An approved program for all teachers shall include professional development on the following basis:
- 20.3.1 teachers undertaking teacher training shall have two hours per teaching week professional development in their first two years of service;
- 20.3.2 teachers who are teacher trained on recruitment shall have two hours professional development per teaching week in their first year of service; and
- 20.3.3 all other teachers shall have one hour of professional development per teaching week and may elect to use their professional development time on a weekly basis or to accrue this time over a period of up to twelve weeks.
- 20.4 The parties shall encourage teachers to accumulate their professional development time up to a maximum of twelve hours. This shall facilitate teachers engaging in more meaningful accredited professional development programs. This shall not prevent teachers electing to take their professional development time on a weekly basis.
- 20.5 The related duties time which would normally accrue to the hour(s) of teaching replaced by professional development shall continue to be used for teaching related duties.

- 20.6 The professional development allocation, which is provided by agreement between the parties, is in recognition of the potential value of professional development and:
- 20.6.1 is available for professional experience;
  - 20.6.2 is available for self initiated activities;
  - 20.6.3 shall be in addition to other professional development time/activities already provided by the employer; and
  - 20.6.4 teachers are encouraged to share their experiences with other teachers.

## **21. TAFE Year**

- 21.1 For the purpose of this clause, teacher includes head teacher.
- 21.2 Institutes shall operate for a period of 50 weeks in a calendar year. There shall be a two week close down period in colleges/campuses over the Christmas and New Year period. The dates of the close down period shall be determined by the Managing Director or delegate.
- 21.3 Teachers working TAFE Year programs shall undertake teaching duties for 36 weeks, non-teaching duties for five weeks and are to receive the same number of public holidays and vacation days in the TAFE Year as teachers who are working the standard educational year.
- 21.4 Teachers may not be directed to teach more than twelve consecutive weeks without taking a vacation break or may not elect to teach more than eighteen consecutive weeks without taking a vacation break.
- 21.5 Staffing of courses delivered outside the standard educational year shall be based on an essentially consultative procedure.
- 21.6 Managers of the relevant sections shall:
- 21.6.1 at the first instance, seek volunteers from within the college/campus to teach the course. If suitably qualified full time teachers from within the college/campus are available and they wish to make alternative vacation arrangements, the college/campus should introduce an equitable system of selecting volunteer teachers on a rotation basis;
  - 21.6.2 if no suitable full time teachers within the college/campus are available, then offers to teach courses may be extended to full time teachers at other colleges/campuses;
  - 21.6.3 failing the above, an offer could then be made to suitable part time casual teachers;
  - 21.6.4 in the event that all of the above avenues are exhausted, an institute manager may direct a full time teacher to undertake the program, provided that a teacher directed to teach in a TAFE Year program in the midsummer vacation shall not be directed to teach a TAFE Year program in the following midsummer vacation.
- 21.7 Deferred vacation leave shall be arranged on an agreed basis between the teacher and the college management, taking into account the educational programs in the college/campus, particularly in the first two weeks of the standard educational year, and the needs of the teacher.
- 21.8 Deferred vacation leave shall be taken, whenever possible, in full weekly blocks, each beginning Monday and ending on Friday.
- 21.9 Deferred vacation leave is to be cleared within twelve months of the conclusion of the TAFE Year activity and cannot be accumulated and carried over into subsequent years.

- 21.10 The TAFE Year provisions shall apply to teachers who are required to attend college/campus for student selection, programming, enrolment and other duties which can only be done outside the standard educational year and which are essential to the functioning of the section.
- 21.11 Teachers who work up to three days in one block outside the standard educational year may elect, once per TAFE Year, to be paid for this work in lieu of taking vacation leave. Where a teacher elects to be so paid, such payment shall be made at the rate for excess teaching as per clause 25, Excess Teaching Hours.

## 22. Additional One Week

- 22.1 For the purpose of this clause teacher includes head teacher.
- 22.2 By agreement between teachers and their immediate manager, teachers may elect to attend up to one week of their agreed non attendance period to meet TAFE's needs.
- 22.3 Teachers may elect to be paid for this work or to accumulate their hours.
- 22.4 Where an election for payment is made, then such payment shall be at the rate prescribed at clause 25 Excess Teaching Hours for excess teaching hours or at the part time casual duties other than teaching rate for related duties.
- 22.5 Where teachers elect to accumulate, such hours shall contribute to their bank of hours.
- 22.6 Where teaching duties are undertaken, the hours shall accumulate as part of their total teaching bank of hours.
- 22.7 Where related duties are undertaken, these hours shall accumulate as part of the related duties bank of hours.
- 22.8 Teachers, in consultation with their immediate manager, should consider the provisions of clause 21 TAFE Year, and this clause.
- 22.9 Teachers may only attend one additional week per TAFE Year, whether the provisions of the said clause 21 TAFE Year, or this clause are applied.
- 22.10 Where teachers are directed to undertake duties in a vacation period, after the provisions of subclause 21.6 of clause 21 TAFE Year have been followed, then only the provisions of clause 21 TAFE Year shall apply.
- 22.11 Where teachers volunteer to undertake duties in the vacation period, then either the provisions of clause 21 TAFE Year or the provisions of this clause shall apply.

## 23. Evening Work - Counsellors

- 23.1 For the purpose of this clause, counsellor includes senior counsellors and advanced skills counsellors.
- 23.2 Counsellors required to perform part of their counselling program after 5.30pm as part of their normal program shall be paid at a rate of 1.25 times their hourly salary rate.
- 23.3 The formula for calculating the hourly salary rates for a counsellor shall be:

$$\frac{\text{Annual Salary}}{260.8929} \quad \times \quad \frac{5}{1} \quad \times \quad \frac{1}{35}$$

## 24. Time Credit

- 24.1 For the purposes of this clause, teacher includes head teacher and adult literacy officer.



24.2 Teachers who are required to perform direct teaching activities between 6.30pm and 10.00pm Monday to Friday and 6.00am and 10.00pm on Saturday as part of their approved program and not part of excess teaching hours, shall have their direct teaching activities reduced by one hour for every four hours of such teaching or pro rata, provided that:

24.2.1 where, as a consequence of the operation of this subclause, a teacher's teaching load is reduced by their attendance, the said teaching load shall be reduced by an equivalent time but the teacher's total related duties time shall remain unaltered;

24.2.2 subject to the provisions of clause 18, Averaging, where, as a consequence of the operation of this subclause, a teacher's direct teaching load is reduced, direct teaching hours above the reduced load shall be deemed to be excess and paid at the appropriate rate according to clause 25, Excess Teaching Hours, for the time at which the hours are taught.

24.2.3 A teacher may choose to accumulate the excess teaching hours in accordance with the provisions of clause 19, Accumulating Program.

24.3 Teachers who are required to work during the hours prescribed at subclause 24.2, other than direct teaching, including the following circumstances:

24.3.1 Related duties (excluding meal breaks) which in one continuous period of time, extend beyond 6.30pm and 10.00pm Monday to Friday and or between 6.00am and 10.00pm Saturday, where a teacher is required to teach two teaching sessions that are part of their approved program;

24.3.2 where head teachers are directed to perform supervisory duties;

24.3.3 enrolment duties;

as part of their approved program and not as part of excess teaching hours, shall be paid at a rate of 1.25 times the hourly rate for the teacher so engaged. The formula for calculating the hourly rate of the teacher shall be:

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

## 25. Excess Teaching Hours

25.1 For the purpose of this clause, teacher includes head teacher and adult literacy officer.

25.2 Subject to the provisions in clause 18, Averaging, Excess teaching hours worked between 6.00am and 6.30pm Monday to Friday shall be paid at a rate known as the excess teaching rate.

25.3 The formula for calculating the excess teaching hourly rate for hours described in subclause 25.2 shall be:

$$\frac{\text{Maximum TAFE Teacher Salary}}{1} \times \frac{5}{260.8929} \times \frac{1}{30} \times 1.3475$$

25.4 Subject to the provisions in clause 18, Averaging, excess teaching hours worked between 6.30pm and 10.00pm, Monday to Friday and 6.00am and 10.00pm Saturday, shall be credited on the basis of five hours for every four hours worked, or pro rata, and the hours so derived shall be paid according to this clause.

25.5 Where as a consequence of the operation of clause 24, Time Credit a teacher's standard teaching load is reduced, the excess teaching hourly rate will only be payable to:

25.5.1 a teacher, if, subject to the provisions of clause 18, Averaging, they have performed direct teaching duties of at least 19 hours in the week.

- 25.5.2 a head teacher, if, subject to the provisions of clause 18, Averaging, they have performed direct teaching duties of 9 to 13 hours in the week as determined by the employer.
- 25.5.3 an adult literacy officer, if they have performed direct teaching duties of at least 8 hours in the week.
- 25.6 Emergency Hours -
- 25.6.1 Emergency excess teaching hours occur when an unplanned absence of a teacher leads to another teacher being given less than 24 hours notice to take a class.
- 25.6.2 Payment for emergency excess teaching hours shall be made fortnightly at the appropriate rate for the hours worked.
- 25.6.3 Emergency excess teaching hours cannot be included in determining the direct teaching hours of an averaging program.
- 25.7 The parties agree that the use of excess teaching hours shall be discouraged.

### 26. Sunday Work/Night Work

- 26.1 For the purpose of this clause teacher includes head teacher and adult literacy officer.
- 26.2 That part of an approved program required to be worked on Sunday or on other days between the hours of 10.00pm and 6.00 am shall be paid at the rate of double the hourly rate of the teacher.
- 26.3 The formula for calculating the hourly rate shall be:

$$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.8929} \times \frac{1}{27}$$

### 27. Qualifications for Appointment

- 27.1 Except where the employer determines that special circumstances exist in relation to a particular person which warrant that person's appointment with a lesser qualification or a shorter duration of vocational experience, the minimum qualifications for appointment to positions are as follows:
- 27.1.1 Education officer - appropriate degree or diploma at AQF level or equivalent and appropriate vocational and or industrial experience.
- 27.1.2 Teacher - appropriate technical or professional qualifications plus from two to five years, as appropriate, vocational and or industrial experience.
- 27.1.3 Counsellor - appropriate degree from a higher education institution and at least three years study in psychology or other such study as the employer deems appropriate, plus two years appropriate vocational experience.

### 28. Working Conditions - Education Officers and Related Employees

- 28.1 This clause sets out the general conditions of employment for the following classifications - education officer, senior education officer, chief education officer, principal education officer, curriculum manager, industry specialist, principal officer, quality assurance coordinator, cluster manager, program manager, Manager Education and Training Resource Centre.
- 28.2 They shall:
- 28.2.1 be employed on a 35 hours per week basis and may average their working hours, provided they work 420 hours every twelve weeks;

- 28.2.2 be entitled to professional development/study time as per clause 29, Professional Development - Education Officers, Related Employees and Counsellors.
- 28.3 In the context of a pre planned program, managers and their employees shall negotiate their working arrangements, including their daily span of hours, so as to meet TAFE's and the individual's needs. Possible working arrangements include:
- 28.3.1 the taking of part, single or multiple days as time in lieu;
- 28.3.2 taking time in lieu before 420 hours have been accumulated;
- 28.3.3 working a standard 35 hour week.
- 28.4 Up to a maximum of one week (35 hours) may be carried forward from one twelve week period to the next.
- 28.5 Where employees do not work the required 420 hours over the twelve week period, then an annual leave debit shall be made to cover the shortfall.
- 28.6 Where agreed working arrangements need to be reviewed this shall also be negotiated between employees and their manager.
- 28.7 The band of hours for employees not located in colleges/campuses shall be from 7.30am to 9.00pm Monday to Friday.
- 28.8 The band of hours for employees located in colleges/campuses shall be from 6.00am to 10.00pm Monday to Saturday.
- 28.9 All full time employees located in colleges/campuses shall be required to attend five days per week unless the taking of time in lieu has been agreed.

**29. Professional Development - Education Officers, Related Employees and Counsellors**

- 29.1 Permanent and temporary education officers, related employees and counsellors shall have a professional development program as follows:
- 29.1.1 retention of their existing study time - for those employed as at 31 January 1994; or
- 29.1.2 ten working days per annum which may be accumulated over six years up to a maximum of 60 working days to undertake professional experience, work or study inside or outside the TAFE system which is of demonstrated value to TAFE and/or the professional development of the employee. This time may be taken in minimum periods of one half day per week as negotiated with their immediate manager. The absence requires the approval of the employer and is subject to the operating needs of the unit.
- 29.2 Permanent and temporary cluster managers, manager education and training resource centre, principal education officers, program managers, curriculum managers, quality assurance coordinators, chief education officers and senior education officers shall have a professional development program as follows:
- 29.2.1 ten working days per annum, which may be accumulated over two years up to a maximum of 20 working days to undertake professional experience, work or study inside or outside the TAFE system which is of demonstrated value to TAFE and/or to the employee's current and medium term professional development needs. The professional development activity is negotiated with and must be approved by the line manager in advance. This time may be taken in minimum periods of one half day per week subject to the operating needs of the institute or unit. This does not preclude access to other professional development opportunities provided by the employer.

- 29.2.2 Related employees as per clause 29.2 undertaking courses of study who require different arrangements to those in subclause 29.2.1 may apply to the employer for special consideration. The employer shall consider these requests on a case-by-case basis.
- 29.2.3 Where the employer requires professional development, the employer will meet the compulsory fees involved. Where the professional development opportunity is voluntary the employer may, at its discretion, refund all or part of the compulsory fees incurred by the related employees as per clause 29.2.
- 29.2.4 Related employees as per clause 29.2 employed as at 3 June 2005 with an existing balance of professional development time of up to 60 days may utilize this time as provided for in subclause 29.2.1 of this agreement. Following utilisation of this balance, professional development time will accrue on the basis provided for in subclause 29.2.1 of this agreement.
- 29.2.5 Related employees as per sub clause 29.2 who have accumulated 20 working days, but due to operational arrangements, are unable to take them within the two year period shall by negotiation and agreement with the line manager retain the balance of professional development time in excess of 20 working days. The employee shall have six months after the next date of accrual in which to utilise the excess balance. This will not affect the accrual of additional professional development days as per sub clause 29.2.1.

### 30. Leave for Teachers and Related Employees

- 30.1 In addition to the leave entitlements provided by this subclause, TAFE teachers and related employees are also entitled to adoption, maternity and parental leave in accordance with the TAFE NSW Adoption, Maternity and Parental Leave Procedures.
- 30.2 Annual Recreation Leave - All officers and temporary employees shall be entitled to a minimum of 20 days recreation leave or pro rata where employed for periods less than the equivalent full time.
- 30.3 Annual Leave Loading - All officers and temporary employees shall be paid a loading of 17.5 per cent of their wage/salary for each week of the four weeks minimum annual leave as provided for in subclause 30.1 for each twelve months of service, or pro rata, on the basis of the employee's ordinary salary rate.
- 30.4 Annual Leave and Agreed Weeks of Non Attendance - teachers, counsellors and special program coordinators:
- 30.4.1 Except where provision is otherwise made in this section of the Award, all leave in excess of four weeks shall be deemed to be in lieu of additional work and overtime.
- 30.4.2 In lieu of the provisions under the *Annual Holidays Act 1944*, unless otherwise required by the employer, officers and temporary employees in the following classifications shall not be required to attend their workplace for the number of weeks as set out in the following schedule:

Salary Group	Classification	Annual Leave Weeks	Agreed Weeks of Non Attendance
Common Salary Scale	Teacher	4	7
	Adult Literacy Officer	4	7
	Counsellor	4	3
	Advanced Skills Counsellor	4	3
	Assistant Outreach Co-ordinator	4	6
Promotion Salary Scales	Head Teacher	4	7
	Special Program Coordinators	4	6
	Consultants for students with a disability	4	7
	Senior Counsellor	4	3

### 30.5 Sick Leave -

30.5.1 All officers and temporary employees shall be entitled to fifteen days per annum with the unused component of the annual entitlement being fully cumulative or pro rata where employed for periods less than the equivalent full time.

30.5.2 Employees employed on teaching conditions who, as at 31 January 1994, were entitled to 22 days on full pay and 22 days on half pay in any twelve month period shall retain their previously accumulated sick leave entitlement.

30.5.3 Special sick leave shall continue to be available.

30.5.4 Additional Sick Leave - the provisions of this subclause shall only apply to officers and temporary employees employed on teaching conditions.

- (i) The maximum grant of additional sick leave during the first two years of service is fifteen days.
- (ii) Additional sick leave provided under this subclause is available at any stage during the employee's first two years of service but shall only be granted in circumstances where:
  - (a) there is no current concern regarding the employee's use of sick leave as contained in paragraph 30.4.1 of this subclause;
  - (b) all sick leave entitlements as contained in paragraph 30.4.1 have been exhausted.

### 30.6 Extended Leave -

30.6.1 Officers and full time temporary employees shall be entitled to extended leave of 44 working days on full pay or 88 working days on half pay after completing ten years of service and a further eleven working days for each completed year of service after ten years.

30.6.2 Extended leave entitlements as a result of service prior to 31 January 1994 shall be saved as accumulated under the pre-existing provisions applying to the employee concerned.

### 30.7 Family and Community Service Leave -

30.7.1 The maximum amount of family and community service leave that may be granted to full time officers and temporary employees is:

- (i) during the first twelve months of service - three working days;
- (ii) after completion of twelve months service - six working days in any two year period;
- (iii) after completion of two years service - nine working days in any three year period.

### 30.8 Personal/Carer's Leave -

#### 30.8.1 Use of Sick Leave -

- (i) Where family and community service leave is exhausted an officer or temporary employee with responsibilities in relation to a class of person set out in subparagraph (iii) (b) below who needs that employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in sick leave provisions of this agreement or absences to provide care and support for such persons when they are ill. Leave may be taken for part of a day.
- (ii) That employee shall if required, establish either by production of a medical certificate or statutory declaration the illness of the person concerned and that the illness is such as to

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

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

(a) the employee being responsible for the care of the person concerned; and

(b) the person concerned being:

(1) a spouse of the employee; or

(2) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

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

(4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

(5) a relative of the employee who is a member of the same household where, for the purposes of this section:

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

"affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and

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

(iv) An employee shall, wherever practicable, give the employer or nominee notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer or nominee of such absence at the first opportunity on the day of absence.

#### 30.8.2 Unpaid Leave for Family Purposes -

(i) An officer or temporary employee may elect, with the consent of the employer or nominee, to take unpaid leave for purpose of providing care and support to a member of a class of person set out in subparagraph 30.8.1 (iii) (b) who is ill.

#### 30.8.3 Annual Leave -

(i) An officer or temporary employee may elect, with the consent of the employer or nominee and subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding ten days in single-day periods or part thereof in any calendar year at a time or times agreed by the parties.

(ii) Access to annual leave, as prescribed in subparagraph (i) of this paragraph, shall be exclusive of any shut down period provided for elsewhere under this agreement.

- (iii) The employee and employer or nominee may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.
- (iv) An officer or a temporary employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

#### 30.8.4 Time Off in Lieu of Payment for Overtime -

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

#### 30.8.5 Make-up Time -

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

#### 30.8.6 Rostered Days Off -

- (i) An officer or temporary employee may elect, with the consent of the employer or nominee, to take a rostered day off at any time.
- (ii) An employee may elect, with the consent of the employer or nominee, to take rostered days off in part day amounts.
- (iii) An employee may elect, with the consent of the employer or nominee, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer or nominee and the employee, or subject to reasonable notice by the employee or the employer or nominee.
- (iv) This subclause is subject to the employer or nominee informing each union which is party to the agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union to participate in negotiations.

#### 30.8.7 Bereavement Leave -

- (i) An officer or temporary employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subparagraph 30.8.1 (iii) (b) of this subclause, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (ii) The employee must notify the employer or nominee as soon as practicable of the intention to take bereavement leave and shall, if required by the employer or nominee provide to the satisfaction of the employer or nominee proof of death.

- (iii) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (iv) Bereavement leave may be taken in conjunction with other leave available under this clause. In determining such a request the employer or nominee shall give consideration to the circumstances of the employee and the reasonable operational requirements of TAFE.

### **31. Calculation of Service**

- 31.1 In calculating the years of service for the purpose of this section of the Award the following periods shall not be taken into account:
- 31.1.1 any leave of absence without pay exceeding five days in any year of service;
  - 31.1.2 any unauthorised absences;
  - 31.1.3 any time period during which an employee is not eligible to progress by reason of failure to satisfy any condition attaching to salary progression under this section of the Award.

### **32. Training and Development**

- 32.1 The parties confirm a commitment to training and development for all education employees. Employees recognise their obligation to maintain and update their skills. The employer recognises its obligations to provide employees with opportunities to maintain and update their skills.
- 32.2 It is the aim of the parties to this Award that employees shall be provided with opportunities for training and development so that they will form a highly skilled, competent and committed workforce, experiencing job satisfaction and providing the highest quality service.
- 32.3 The parties agree that, wherever possible, training and development shall be designed to articulate with approved and accredited courses.
- 32.4 The employer shall facilitate the professional development, skills enhancement and career development opportunities of employees and improve effectiveness through a range of activities, including:
- work-based learning;
  - return to industry;
  - job rotation;
  - transfers;
  - secondment;
  - project team participation;
  - job design and redesign;
  - provision of training relevant to the needs of the individual and the requirements of the organisation.

### **33. Multi-Skilling**

- 33.1 Subject to appropriate qualifications, training and taking into account a teacher's long term career path opportunities, the employer may transfer teachers to teach their approved program in part or in whole in another location or discipline other than the one to which they currently belong.



33.2 Teachers transferred pursuant to subclause 33.1 of this clause shall have a right to a review of their position each year in consultation with relevant TAFE officers.

#### **34. Working Conditions - Part Time Casual Teachers, Coordinators and Counsellors**

34.1 This clause sets out the general conditions of employment for part time casual teachers, coordinators and counsellors. In addition to the leave entitlements provided by this subclause, part time casual teachers and coordinators are also entitled to adoption, maternity and parental leave in accordance with the TAFE NSW Adoption, Maternity and Parental Leave Procedures.

34.2 Subject to satisfying the conditions prescribed by this Award, the hourly rate of pay inclusive of all incidents of employment, excluding entitlements under the Long Service Leave Act 1955 and including duties in subclause 34.7 of this clause, of part time casual teachers and coordinators shall be as set out in Schedule 7.

34.3 Part time casual teachers who teach within a correctional centre shall be entitled to an environmental allowance of an additional amount per hour as set out in Schedule 2 on the rates contained in Schedule 7 for each hour so taught within the correctional centre.

34.4 Duties -

34.4.1 The rate paid for part time casual teachers is for the duties on which part time casual teachers are engaged during the hours for which they have been authorised to undertake direct teaching activities and performance of related duties including:

attendance in the classroom before the commencement and after the completion of class;

setting and marking of class tests;

assessing and marking students' practical work;

preparing special lectures and lecture demonstrations;

completing records and returns;

setting and marking assignments;

initial recording of results;

familiarisation with the syllabus;

organisation of lesson plan;

preparation of lesson notes, and teaching aids;

making copies of notes; and

preparation for practical work, drawing and practical exercises.

34.5 Sick Leave -

34.5.1 Part time casual teachers and coordinators shall be entitled to sick leave as follows:

(i) In any calendar year a part time casual teacher or coordinator shall be entitled to accrue and then use sick leave as set out in subparagraphs (ii) to (viii) below.

(ii) After having completed 468 hours of service during any calendar year, a part time casual teacher or coordinator shall have accrued paid sick leave of three weeks per annum pro rata to the average number of hours per week worked by the teacher or coordinator in that

calendar year. The part time casual teacher or coordinator shall accrue a number of hours sick leave on an annual basis equal to the number of hours service in a calendar year divided by twelve.

- (iii) Provided that a part time casual teacher or coordinator who has completed 468 hours service in a calendar year but does not have accumulated sick leave entitlement from preceding years shall have an hourly sick leave entitlement equal to the number of hours service, at the date of taking leave, multiplied by three and divided by the number of weeks worked by that date.
- (iv) The maximum amount of accumulated sick leave in any calendar year shall be 60 hours.
- (v) At the commencement of each calendar year, a part time casual teacher or coordinator shall be credited with unused sick leave accrued in the preceding calendar year.
- (vi) A part time casual teacher or coordinator who has an accrued sick leave entitlement and who, because of personal illness, is unable to attend or perform duty on any day when engaged or scheduled to attend, shall be entitled to be paid sick leave at the rate applicable to those duties.
- (vii) Where a part time casual teacher's or coordinator's application for sick leave exceeds three consecutive program days or as otherwise required by the employer, the part time casual teacher or coordinator shall produce a satisfactory medical certificate from a qualified medical practitioner stating the nature of the illness and the time which, in the doctor's opinion, must elapse before the applicant can resume duty.
- (viii) Where a part time casual teacher or coordinator is also engaged in any other full time employment and is entitled thereunder to sick leave benefits in respect to a period of employment which is concurrent with any period(s) of employment as a part time casual teacher or coordinator they shall not be entitled to any sick leave benefits under this Award.

34.5.2 Part time casual teachers and coordinators who have a sick leave entitlement pursuant to clause 34.5.1 shall be entitled to use that entitlement for personal/carer's and bereavement leave purposes in accordance with subclause 30.8 Personal/Carer's Leave.

#### 34.6 Hard to Fill Country Locations -

34.6.1 When a part time casual teaching, coordination and or counselling position has been advertised twice in the press and no selection has been made, appropriate travel and subsistence allowances pursuant to the Crown Employees (Public Service Conditions of Employment 2002) Award published 21 March 2003 (338 I.G. 837) as varied, or its successor shall be paid to part time casuals who, upon request by the employer, work in a remote location other than the location to which they are otherwise engaged.

#### 34.7 Payment for Related Duties

34.7.1 Part time casual teachers teaching 10 or more hours in a week in any Institute/s shall be entitled to payment for related duties, provided that they attend to perform the related duties. Such related duties shall be paid at the teaching duties rate according to the following table:

Teaching Duties Hours	Related Duties Hours
19 hours or more per week	6 hours 20 minutes
18 hours	6 hours
17 hours	5 hours 40 minutes
16 hours	5 hours 20 minutes
15 hours	5 hours
12 to less than 15 hours	3 hours
10 to less than 12 hours	1 hour

34.7.2 Payment for related duties paid to part time casual teachers teaching 10 hours or more a week are for duties associated with the part time casual teacher's teaching section as well as for duties related to the part time casual teacher's direct teaching activities set out in subclause 34.4.

34.7.3 The apportionment of the related duties to be undertaken and the required attendance shall be by agreement between the part time casual teacher and their supervisor/s and become part of the teacher's approved program. Where practical, attendance is to be arranged so that the teacher can attend staff meetings, professional development and other related duties on the day/s the teacher is programmed to teach. Split shifts are not to be included as part of a part time casual teacher's approved program unless requested by the part time casual teacher.

#### 34.8 Training and Development -

34.8.1 Where a part time casual teacher, coordinator or counsellor is approved to attend a staff development activity which coincides with normal duties, such part time casuals shall be paid at the rate applicable to their duty program for the length of that duty program whilst so engaged on staff development activities.

34.8.2 Allowances and reimbursement of out-of-pocket expenses pursuant to the Crown Employees (Public Service Conditions of Employment) Award 2009 published 31 July 2009 (368 I.G. 884) as varied, or its successor, for motor vehicle allowances shall be made on the following bases, provided that such travel is by the most economical means.

34.8.3 If participants attend courses where they are required to be away from their homes overnight, they shall be entitled to:

- (i) provision of the cost of rail travel or use of car with payment at casual rates; and
- (ii) payment of incidental expenses necessarily incurred in travelling.

34.8.4 If participants attend courses where they are not required to be away from their homes overnight, they shall be entitled to:

- (i) travelling costs as per subparagraph 34.8.3 (i) and
- (ii) meal allowances, when meals are not provided by the employer.

#### 34.9 Class Cancellation -

35.9.1 Where a part time casual teacher reports for duty on any day on the basis of a request by an authorised officer and then is advised that their services are not required or receive less than two hours notice of cancellation, the teacher shall be entitled to receive payment for the scheduled duties.

#### 34.10 Attendance at Staff Meetings -

34.10.1 Part time casual teachers and coordinators who are approved to attend staff meetings shall be paid at the rate specified for duties other than teaching for attendance at the meetings.

34.10.2 A minimum one hour is payable for each meeting attendance.

34.10.3 Approval for attendance in excess of two hours for each meeting shall be at the discretion of the officer at the level above the part time casual's supervisor.

#### 34.11 Public Holiday Pay -

34.11.1 When a public holiday occurs on the day when part time casual teachers and coordinators are normally required to be on duty, they shall be paid for that day's normally programmed hours if they were:

- (i) On their normal duty day immediately preceding the public holiday, irrespective of whether that day was the class day one week earlier or some additional class day between those two days; and
  - (ii) On their normal duty day immediately following the public holiday, irrespective of whether that day was the class day one week later or some additional class day between those days.
- 34.11.2 Part time casual teachers and coordinators engaged as substitutes for other part time casual teachers and coordinators shall be paid only if the normal part time casual teachers or coordinators do not qualify under paragraph 34.12.1 of this subclause.
- 34.11.3 Part time casual teachers who teach during a vacation period are entitled to be paid for public holidays falling within the vacation period pursuant to this clause.
- 34.12 Payment of Interview Expenses -
- 35.12.1 Part time casual teachers, coordinators and counsellors applying for full time TAFE positions are entitled to the following provisions:
- (i) When a part time casual is called for interview for a full time position, then the employer shall meet the applicant's reasonable expenses for travel and subsistence as contained in the Interview Expenses policy contained in the TAFE Commission Gazette of 10 August 1994, as amended from time to time.
  - (ii) The payment of expenses shall be a matter for discussion and agreement prior to interview, bearing in mind due economy.
  - (iii) Travel arrangements shall be discussed when interviews are arranged.
- 34.13 Recognition of Previous TAFE Part time Casual Service -
- 34.13.1 Part time casual teachers, coordinators and counsellors who are subsequently appointed to full time TAFE positions are eligible to have such part time casual TAFE service recognised for extended (long service) leave purposes, provided their service merged without break into full time service.
- 34.13.2 To calculate their entitlement, the following formula is used:
- $$\frac{\text{Number of hours worked per week as a part time casual}}{\text{Number of hours worked per week by full time staff in that classification}} \times \text{Period of part time casual employment}$$
- 34.14 Agreed Leave -
- 34.14.1 Declared Emergencies -
- (i) Part time casual teachers and coordinators who, in a declared emergency, volunteer to assist the emergency services or who are members of volunteer emergency organisations which are required to assist during a declared emergency are to be granted leave with payment where it coincides with teaching duty. There is no limit on the duration of such leave.
  - (ii) On resumption of duty, proof of attendance certified by an authorised representative of the emergency service shall be provided.

- (iii) Agreed leave for a further one day for rest purposes may be granted prior to the resumption of duty.

#### 34.14.2 Jury Duty -

- (i) Part time Casual Teachers and Coordinators Responsibility -
  - (a) A part time casual teacher or coordinator, who attends a court in answer to a jury summons on a day when they would otherwise be on duty, may elect to receive payment for jury expenses or receive leave, whichever is most advantageous to the part time casual.
  - (b) To obtain leave, a part time casual teacher or coordinator must furnish to the appropriate supervisor any certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the part time casual teacher or coordinator during any such period and the details of any payment or payments made to the part time casual teacher or coordinator under Section 72 of the *Jury Act 1977*, in respect of any such period.
  - (c) A part time casual teacher or coordinator must, as soon as possible, notify the appropriate supervising officer of the details of any jury summons served.
- (ii) Employer's Responsibility -
  - (a) The appropriate supervising officer shall, in respect of any period during which a part time casual teacher or coordinator was required to be on duty:
    - (1) upon receipt of any such certificate of attendance grant, in respect of any such period for which the part time casual teacher or coordinator has been paid out-of-pocket expenses only, agreed leave on full pay; or
    - (2) in any other case grant, at the sole election of the part time casual teacher or coordinator, agreed leave without pay.

#### 34.14.3 Bereavement Leave

- (i) Subject to the evidentiary and notice requirements in 30.8.1 (ii) and 30.8.1 (iv) part time casual teachers, coordinators and counsellors are entitled to not be available to attend work, or to leave work on the death in Australia of a person prescribed in subclause 30.8.1 (iii) (b) of clause 30.8 Personal/Carer's Leave.
- (ii) The employer and the part time casual teacher, coordinator or counsellor 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 part time casual teacher, coordinator or counsellor is not entitled to any payment for the period of non attendance.
- (iii) The employer must not fail to re-engage a part time casual teacher, coordinator or counsellor because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not engage a part time casual teacher, coordinator and counsellor are otherwise not affected.

#### 34.14.4 Personal//Carer's Leave

- (i) Subject to the evidentiary and notice requirements in 30.8.1 (ii) and 30.8.1 (iv) part time casual teachers, coordinators and counsellors are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 30.8.1 (iii) (b) of clause 30.8 Personal/Carer's Leave who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

- (ii) The employer and the part time casual teacher, coordinator or counsellor 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 part time casual teacher, coordinator or counsellor is not entitled to any payment for the period of non attendance.
- (iii) The employer must not fail to re-engage a part time casual teacher, coordinator or counsellor because the employee accessed the entitlements provided for in this clause. The rights of the employer to engage or not engage a part time casual teacher, coordinator and counsellor are otherwise not affected.

#### 34.15 Access to Facilities -

- 34.15.1 The institute shall ensure that the facilities are available to all part time casual employees. Subject only to the needs for security and safety, teaching materials, working areas and equipment, resource and reference materials and technical and administrative employees shall be readily accessible by part time casual employees before, during and following their scheduled duty periods.

#### 34.16 Statement of Service -

- 34.16.1 The employer shall maintain a record of service detailing hours paid during the period of engagement of all part time casuals.
- 34.16.2 The record of service prior to the introduction of the Lattice Human Resources Management System shall be established from the employer's records supplemented by part time casuals submitting records/statutory declarations of this service.
- 34.16.3 This record of service will be updated and made available to each part time casual as a Statement of Service:
  - (i) On request by the part time casual concerned; or
  - (ii) On termination of the part time casual's employment.

#### 34.17 Induction -

- 34.17.1 A part time casual teacher, on initial engagement, shall be paid up to two hours at the duties other than teaching rate for attendance at a formal induction program.

#### 34.18 Part time Casual Counsellors -

- 34.18.1 Part time casual counsellors shall be entitled to an hourly rate of pay as set out in Schedule 7.
- 34.18.2 The hourly rate of pay provided in Schedule 7 is inclusive of all incidence of employment, including sick leave in subclause 34.5, public holiday pay in subclause 34.11 and agreed leave in subclause 34.14 except for entitlements under the Long Service Leave Act 1955.

#### 34.19 Temporary Appointment Opportunities -

- 34.19.1 Part time casual teachers, counsellors and coordinators are eligible to apply for temporary appointment to positions (other than full time teaching, permanent teaching and promotional teaching positions) advertised within the TAFE Gazette.

### **35. Contract Teachers (OTEN)**

- 35.1 This clause establishes the general conditions of employment, including hourly rates of pay, which are specific to contract teachers employed at OTEN.

35.2 In addition to the qualifications for appointment the Basic Method of External Teaching (BMET) is the pre entry requirement.

35.3 Rates of Pay -

35.3.1 There shall be a single contract teaching rate. The rate of pay for contract teachers is linked to the hourly teaching duties rate for part time casual teachers as follows:

$$\begin{array}{l} \text{Teaching Duties Rate for} \\ \text{Part time Casual Teachers} \end{array} \quad \times \quad \frac{2}{3} \quad \times \quad \frac{25}{60} \quad = \quad \$ \text{ per unit}$$

35.3.2 This formula reflects the parties' agreement that the marking of each unit of work shall be allocated 25 minutes.

35.3.3 The rates of pay for contract teachers (OTEN) are set out in Schedule 7. These rates are inclusive of all incidence of employment except for long service leave as provided under the *Long Service Leave Act 1955*.

### 36. Provision for Positions which Are Hard to Fill

36.1 This clause does not apply to part time casual teachers and contract teachers (OTEN).

36.2 A position will be regarded as "hard to fill" when it has been advertised once throughout TAFE and twice throughout New South Wales in the major press and no appointment has been made.

36.3 When a position has been identified as "hard to fill" in accordance with subclause 36.2, the employer will review the position in order to ensure that the current position description and accountabilities appropriately reflect the nature of the position. Where appropriate, job redesign will follow and the new position will be advertised in the normal manner.

36.4 Where job redesign has not been deemed to be appropriate, Institute Directors and managers may offer an allowance of up to ten per cent of the maximum salary of the position when it is next advertised.

36.5 The allowance will be paid to the selected applicant for as long as they remain in the advertised position.

### 37. Industrial Rights

37.1 Federation Representatives -

37.1.1 An accredited Federation representative at the place in which they are employed shall, upon notification thereof to their employer, be recognised as an accredited Federation representative.

37.1.2 An accredited Federation representative shall be allowed the necessary time during working hours to interview the employer or their representative on matters affecting employees.

37.1.3 An accredited Federation representative shall be allowed a reasonable period of time during working hours to interview a duly accredited Federation official.

37.2 Consultative and Other Committee Work -

37.2.1 Where an employee is required by the employer, nominated by the Federation or otherwise selected by other employees to participate in work based consultative or like committees, the employer shall provide such employees with paid leave to attend to such matters.

37.2.2 In addition, where such committees unanimously agree to undertake a particular project consistent with their terms of reference, the employer shall provide sufficient paid time to enable the employee to undertake the project.

### **38. Quality Improvement Program**

- 38.1 The parties are committed to encouraging officers at all levels to take responsibility for the continuous improvement of all processes, products and services of TAFE.
- 38.2 The parties will actively participate in the development and implementation of the agreed quality improvement program throughout TAFE and will contribute to the program's success.

### **39. Pilot Schemes**

- 39.1 The parties agree to pilot innovative ways to meet customer needs; to jointly develop performance indicators for these schemes; to jointly monitor and measure the success of these schemes using these indicators; and to implement those initiatives which they have agreed are a success.
- 39.2 The parties agree that, before pilot schemes are introduced, the Federation and affected officers involved must be consulted and agree to their trial.

### **40. Principles of Restructuring**

- 40.1 The parties agree to the following basic principles in the restructuring of work units:
- 40.1.1 officers will be consulted at the first opportunity;
- 40.1.2 the Federation is notified and discussions held regarding the restructure;
- 40.1.3 where new structures are being considered, a broad outline of the structure with basic functions of each position will be developed;
- 40.1.4 the process involves ongoing consultation with officers and the Federation;
- 40.1.5 job analysis will be conducted on the new positions;
- 40.1.6 resulting position descriptions will be discussed with affected officers and the Federation;
- 40.1.7 job evaluation of positions is undertaken;
- 40.1.8 staffing of positions occurs in terms of redeployment, potential redeployment, transfer, staff selection and direct appointment, except where a position can clearly be identified as an upgraded position with an incumbent.

## **TAFE CHILDRENS' CENTRES SECTION**

### **1. Salaries and Allowances**

- 1.1 The minimum annual rate of salary payable to early childhood teachers and early childhood directors in TAFE children's centres shall be as set out in Schedule 8 - Early Childhood Teachers - Salaries, . A teacher shall progress after each 12 months of service along the steps of the salary scale, subject to the teacher demonstrating continuing satisfactory performance and professional growth.
- 1.2 Part-time and Temporary Teachers -
- 1.2.1 A part-time teacher, including a temporary part-time teacher, shall be paid at the same rate as a full-time teacher with the corresponding classification, but in that proportion which the teacher's ordinary attendance hours at the centre bear to the hours which a full-time teacher at a centre is normally required to attend.
- 1.2.2 The days of attendance of a part-time teacher may be varied at the commencement of each semester or by mutual agreement between the employer and the teacher, with four weeks notice. The ordinary hours for the purpose of this subclause shall not be varied without agreement.



1.2.3 A temporary full-time teacher shall be paid at the same rate as that prescribed for a full-time teacher with the corresponding classification.

### 1.3 Calculation of Service -

1.3.1 For the purpose of this clause, any teacher, if required by the employer to do so, shall, upon engagement, establish to the satisfaction of the employer the length of their service as a teacher in any centre or in early childhood education services for children up to eight years of age, or as a teacher in the infants department of a recognised school or within the infants department of schools registered or certified under the appropriate legislation in other States or Territories of the Commonwealth of Australia, and that period so established shall be taken to be the length of such service for the purpose of that employment.

1.3.2 For the purpose of this clause, a period of service other than service within paragraph 1.3.1 shall be counted as service in accordance with the following principles:

1.3.2.1 A period of service as a lecturer in early childhood education or child development, as a child development officer, or as a family day care coordinator or equivalent, shall be recognised as service.

1.3.2.2 A period of service as a carer in the child care industry, including service as a family day care carer, a child care certificate worker or equivalent, and a period of time during which the teacher is wholly engaged in child rearing, shall be recognised as service at the rate of one increment for each complete three years so engaged. Provided that, during the time of child rearing, the teacher was a qualified early childhood teacher.

1.3.3 For the purpose of calculating service:

1.3.3.1 Any full-time employment (including temporary full-time employment) as referred to in paragraphs 1.3.1 and 1.3.2, shall be counted as service.

1.3.3.2 The amount of part-time service (including temporary part-time service) shall be calculated by reference to proportion that the part-time employment bears to full-time employment in that occupation.

1.3.3.3 Casual teachers shall be entitled to normal incremental progression for each 1,600 hours of service or its equivalent in early childhood education services.

1.3.3.4 For the purpose of calculating service in this subclause, periods of part-time, temporary or casual service shall be aggregated to determine years of full-time service.

### 1.4 Directors' Allowances -

1.4.1 Early childhood directors shall be paid an amount as set out in Schedule 9 - Early Childhood Directors - Allowances, by way of a fixed loading.

1.4.2 For the purposes of determining the number of employees directly supervised by a director, each employee who works for 19 hours or more per week in the centre shall be counted as one employee, and the hours worked by each employee whose hours of work are less than 19 hours per week, as at 1 February and 1 July in each year, shall be aggregated and divided by 38 to determine the full-time equivalent.

1.4.3 A teacher required by the employer to act as an early childhood director for a period of at least five consecutive days shall be paid the appropriate allowances prescribed in the said Schedule 9 for such period. Provided that a teacher shall not be required to carry out such duties in an acting capacity for more than a full year, except that a teacher may be required to carry out such duties for up to two full years where such a teacher is replacing a director who is on leave for a specified period in excess of a full year.

1.5 Teacher in charge allowances -

A teacher appointed as a teacher in charge shall be paid in addition to the amounts payable pursuant to subclause 1.1, an allowance in accordance with Schedule 10 - Early Childhood Teachers in Charge - Allowance.

1.6 Casual Teachers -

1.6.1 A casual teacher shall be paid a 20 per cent loading in addition to the appropriate rate for their classification, up to a maximum of the fourth step of the appropriate scale. This rate shall be calculated by dividing the annual rate by 26.07 to obtain a fortnightly rate and the result by ten to obtain a daily rate and then by 7.6 to obtain an hourly rate.

1.6.2 A casual teacher is entitled to an additional payment of one twelfth of their salary in accordance with the *Annual Holidays Act 1944*.

1.6.3 Provided that the minimum start for any casual teacher shall be three continuous hours for any day or shift and that time worked thereafter shall be rounded to the nearest half hour.

1.6.4 Provided that casual teachers who are engaged for more than six hours and up to 7.6 hours shall be paid the full daily rate.

1.6.5 Bereavement Leave

(i) Subject to the evidentiary and notice requirements in subclause 6.5.1.2 and 6.5.1.4 casual teachers are entitled to not be available to attend work, or to leave work on the death in Australia of a person prescribed in subclause 6.5.1.3.2 of clause 6.5 Personal/Carer's Leave.

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

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

1.6.6 Personal/Carer's leave

(i) Subject to the evidentiary and notice requirements in subclause 6.5.1.2 and 6.5.1.4 casual teachers are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 6.5.1.3.2 of clause 6.5 Personal/Carer's Leave who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

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

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

## 1.7 Reclassification

- 1.7.1 Where a three year trained teacher completes a course of training as set out in the definition of "Four Year Trained Teacher" in Clause 2, Dictionary, the teacher shall be transferred to the salary step on the higher salary scale determined by the teacher's years of service on the scale.
- 1.7.2 When a teacher is transferred to a higher salary scale in accordance with paragraph 1.6.1, the date of the transfer shall be the date of completion of formal course requirements, provided that the teacher advises the employer of the date of such completion within one month of that date. Otherwise the date transfer shall be one month prior to the date on which such advice was furnished by the teacher to the employer.

## 1.8 Salary packaging

For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedule 8 of this award and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.

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

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

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

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

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

1.8.3.2 any administrative fees.

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

1.8.4.1 Superannuation Guarantee Contributions;

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

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

## 2. Hours of Work

- 2.1 The ordinary working hours, inclusive of crib breaks taken at the Centre, shall not exceed an average of 38 per week between the hours of 6.00am to 7.00pm Monday to Friday to be worked by one of the following methods:

- 2.1.1 A teacher working in shifts of no more than eight hours duration.
- 2.1.1.1 A teacher shall accrue 0.4 of one hour for eight hours duty on each day of attendance to a maximum of one (1) paid rostered day off (RDO) in each 20 days of service. RDOs are to be taken during TAFE breaks where possible. There shall be a maximum of 12 RDOs in any 12 consecutive months of employment.
- 2.1.1.2 Each day of paid leave taken pursuant to this section of the Award including each public holiday and the annual holiday (but not including long service leave) shall be regarded as a day worked for accrual purposes.
- 2.1.1.3 A teacher shall be entitled to be paid on termination of employment for rostered days off which have been accumulated but not taken at the rate of pay effective on the date of termination.
- 2.1.1.4 A teacher shall not be entitled to sick leave in respect of illness whilst on a rostered day off. In the event of a rostered day off falling on a public holiday, the teacher and employer shall agree on an alternative day off as a substitute.
- 2.1.2 A teacher working in shifts of more than eight ordinary hours on one or more days during the work cycle.
- 2.1.2.1 A teacher may work three 10 hour shifts and one eight hour shift per week; or
- 2.1.2.2 four 9.5 hour shifts per week; or
- 2.1.2.3 any other shift arrangement whereby a teacher works no more than 10 hours per day or 38 hours per week.
- If the teacher works a shift longer than eight hours the teacher shall receive an additional paid crib break of 10 minutes which shall be taken at a time convenient to the employer.
- 2.1.3 Method of Implementation
- Subject to paragraphs 2.1.1 and 2.1.2, the method of implementation of the 38-hour week shall be one of the following, as agreed between the teacher and the institute manager in charge of the centre:
- 2.1.3.1 19-day month - the teacher may accrue one workday in each 20 days of service as a rostered day off (to be taken during TAFE breaks where possible).
- 2.1.3.2 Accumulation - the teacher may accrue sufficient rostered days off to enable such days to be taken as a block of no more than 12 days at any one time in any 12 months of consecutive employment.
- 2.1.3.3 The teacher may work more than eight hours on one or more days of the work cycle.
- The institute manager in charge of the centre shall make the final determination of the method of implementing the 38 hour week.
- 2.1.4 Part-time, Casual and Temporary Teachers:
- 2.1.4.1 Part-time teachers - A part-time teacher shall, by agreement with the institute manager in charge of the centre and according to the period of engagement of the teacher, be entitled to either:
- 2.1.4.1.1 accrue rostered days off in accordance with paragraph 2.1.1 if a part-time teacher's hours are spread over five days of a week; or

2.1.4.1.2 be paid an additional loading of five per cent pursuant to this clause in lieu of an entitlement to rostered days off.

2.1.4.2 Casual teachers - A casual teacher shall be entitled to be paid an additional loading of five per cent pursuant to this clause in lieu of an entitlement to rostered days off.

2.1.4.3 Temporary teachers - A full-time temporary teacher shall, by agreement with the institute manager in charge of the centre and according to the period of engagement of the teacher, be entitled to either:

2.1.4.3.1 accrue rostered days in accordance with paragraph 4.1.1; or

2.1.4.3.2 be paid an additional loading of five per cent pursuant to this clause in lieu of an entitlement to rostered days off.

### 2.1.5 Rostering

2.1.5.1 A teacher shall be advised by the institute manager in charge of the centre at least four weeks in advance of the day or days on which the teacher is to be rostered off duty.

2.1.5.2 An individual teacher may, with the agreement of the institute manager in charge of the centre, substitute the day the teacher is rostered off duty for another day.

## 3. Non Contact Time

3.1 Both the employer and the Teachers Federation recognise that all teachers and directors should be relieved from face to face duties in order to perform programming, record keeping, liaison with parents and outside agencies and administration duties.

### 3.1.1 Directors Administration Time

Full time directors shall receive a minimum of 5 hours per week of non contact time to perform administrative duties.

### 3.1.2 Full Time Teachers Non Contact Time

Teachers shall receive a minimum of 2 hours per week of non contact time.

3.1.3 Provided that directors or teachers who now receive non contact time in excess of this shall not have this time reduced as a result of the making of this Award.

3.1.4 Non contact time for part time teacher and directors shall be in that proportion to which the teacher or directors working hours bear to the number of working hours which a full time teacher or director at the centre is normally required to work.

## 4. Shift Work

4.1 For the purposes only of calculating the loadings provided for in this clause:

4.1.1 a fortnightly rate of pay shall be obtained by dividing the teacher's annual rate by 26.07;

4.1.2 a daily rate of pay shall be obtained by dividing the fortnightly rate, as provided for in paragraph 4.1.1, by ten;

4.1.3 the rate of pay for a casual teacher shall be calculated in accordance with subclause 1.6.

4.2 In addition to the weekly or daily rate of salary provided for in clause 1, a loading shall be payable to a teacher required to perform shift work as follows:

- 4.2.1 early morning shift - 10 per cent;
  - 4.2.2 afternoon shift - 15 per cent;
  - 4.2.3 night shift, rotating with day or afternoon shift - 17.5 per cent;
  - 4.2.4 night shift, non rotating - 30 per cent.
- 4.3 Where a teacher is required to work on a Saturday, Sunday or a public holiday, they will be paid for each such day or shift worked on the following basis:
- 4.3.1 Saturday - at one and a half times the daily rate of pay.
  - 4.3.2 Sunday - at double the daily rate of pay.
  - 4.3.3 Public holidays - at two and a half times the daily rate of pay.
  - 4.3.4 The payments prescribed by this subclause shall be in substitution for, and not cumulative upon, the shift loading prescribed in subclause 4.2.

### **5. Public Holidays**

- 5.1 The following days shall be holidays for the purposes of this section of the Award: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day. All days proclaimed as public holidays for the state shall be holidays, provided that any day proclaimed as a holiday for the State for a special purpose but observed throughout the State on different days also shall be a holiday.

### **6. Leave**

- 6.1 Annual Recreation Leave -
- 6.1.1 All teachers, other than casual teachers, will be entitled to a minimum of 20 days recreation leave per annum, or pro rata where employed for periods of less than the equivalent full-time.
  - 6.1.2 All recreation leave is to be taken during TAFE non-teaching and vacation periods where possible.
- 6.2 Annual Leave Loading - All teachers, other than casual teachers, shall be paid a loading of 17.5 per cent of their salary for each week of the four weeks minimum annual leave as provided for in subclause 6.1, for each 12 months of service, or pro rata on the basis of the staff member's ordinary salary rate.
- 6.3 Sick Leave -
- 6.3.1 All full-time teachers shall be entitled to 15 days per annum, with the unused component of the annual entitlement being fully cumulative.
  - 6.3.2 The sick leave entitlement for a part-time teacher employed in a centre shall be in that proportion which the teacher's working hours bears to the number of working hours which a full-time teacher at that centre is normally required to work.
  - 6.3.3 A temporary teacher's sick leave entitlement shall be in that proportion of 15 days which their appointment bears to the proportion of the year that they work.
  - 6.3.4 Special sick leave shall be available in line with TAFE policy.

#### 6.4 Family and Community Service Leave -

6.4.1 The maximum amount of family and community service leave that may be granted for full-time teachers is:

6.4.1.1 during the first 12 months of service - 2.5 working days;

6.4.1.2 after completion of 12 months of service - five working days in any two-year period; or

6.4.1.3 one working day for each year of service after two years of continuous service, less any period of family and community service leave already taken.

6.4.2 The family and community service leave entitlement for a part-time teacher employed in a centre shall be in that proportion which the teacher's working hours bears to the number of working hours which a full-time teacher at that centre is normally required to work.

#### 6.5 Personal/Carer's Leave -

##### 6.5.1 Use of Sick Leave

6.5.1.1 A teacher, other than a casual teacher, with responsibilities in relation to a class of person as set out in subparagraph 6.5.1.3.2 who needs the teacher's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in subclause 6.3, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

6.5.1.2 The teacher shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, a teacher must not take carer's leave under this subclause where another person has taken leave to care for the same person.

6.5.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:

6.5.1.3.1 the teacher being responsible for the care of the person concerned; and

6.5.1.3.2 the person concerned being:

- (a) a spouse of the teacher; or
- (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the teacher or spouse or de facto spouse of the teacher; or
- (d) a same sex partner who lives with the teacher as the de facto partner of that teacher on a bona fide domestic basis; or
- (e) a relative of the teacher who is a member of the same household where, for the purposes of this section:
  - (i) "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;

- (ii) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
- (iii) "household" means a family group living in the same domestic dwelling.

6.5.1.4A teacher shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

#### 6.5.2 Unpaid Leave for Family Purpose -

6.5.2.1A teacher may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person as set out in subparagraph 6.5.1.3.2, who is ill.

#### 6.5.3 Annual Leave -

6.5.3.1A teacher may elect, with the consent of the employer and subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding ten days in single-day periods or part thereof in any calendar year at a time or times agreed by the parties.

6.5.3.2 Access to annual leave, as prescribed in subparagraph 6.5.3.1, shall be exclusive of any shutdown period provided for elsewhere under this Award.

6.5.3.3A teacher and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.

6.5.3.4A teacher may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

#### 6.5.4 Make-up Time -

6.5.4.1A teacher may elect, with the consent of the employer, to work "make-up time", under which the teacher takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in this section of the Award, at the ordinary rate of pay.

6.5.4.2A teacher on shift work may elect, with the consent of the employer, to work "make-up time" (under which the teacher takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

#### 6.5.5 Rostered Days Off -

6.5.5.1A teacher may elect, with the consent of the employer, to take a rostered day off at any time.

6.5.5.2A teacher may elect, with the consent of the employer, to take rostered days off in part-day amounts.

6.5.5.3A teacher may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and teacher, or subject to reasonable notice by the teacher or the employer.

6.5.5.4 This subclause is subject to the employer informing each union, which is both party to the award and which has members employed at the particular enterprise, of its intention to



introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

#### 6.5.6 Bereavement Leave -

6.5.6.1 A teacher, other than a casual teacher, shall be entitled to up to two days bereavement leave, without deduction of pay, on each occasion of the death of a person prescribed in subparagraph 6.5.6.3.

6.5.6.2 The teacher must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide, to the satisfaction of the employer, proof of death.

6.5.6.3 Bereavement leave shall be available to the teacher in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph 6.5.1.3.2; provided that, for the purpose of bereavement leave, the teacher need not have been responsible for the care of the person concerned.

6.5.6.4 A teacher shall not be entitled to bereavement leave under this clause during any period in respect of which the teacher has been granted other leave.

6.5.6.5 Bereavement leave may be taken in conjunction with other leave available under paragraphs 6.5.1, 6.5.2, 6.5.3, 6.5.4 and 6.5.5. In determining such a request, the employer will give consideration to the circumstances of the teacher and the reasonable operation requirements of the business.

### **7. Overtime and Time Off in Lieu of Payment for Overtime**

#### 7.1 Overtime

7.1.1 Subject to 7.1.2 and 7.1.3, all hours required by the employer to be worked outside the ordinary hours of work prescribed by clause 4 Hours of Work, including where a teacher is required to stay back to supervise children who have not been picked up or to cover related emergency situations including staff absences, but excluding the normal preparation and programming duties of a teacher, shall be paid at the rate of time and one half for the first two hours and double time thereafter.

7.1.2 Notwithstanding 7.1.1, teachers may be required to attend out of hours enrolment sessions, in-service, staff meetings, parent and committee management meetings and other duties not including the supervision of children without any payment being due.

7.1.3 Teachers, other than casual teachers, shall be allowed three days paid compensatory leave per annum, in lieu of attendance at out of hours enrolment sessions, in-service, staff meetings, parent and committee management meetings and other duties not including the supervision of children. This compensatory leave shall be granted and taken on a day or days determined by the director or line manager and be mutually convenient.

#### 7.2 Time Off in Lieu of Payment for Overtime

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

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

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

- 7.2.4 Where an election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with 7.1.1 of this section of the Award.

## 8. Job Share

- 8.1 Job share is a five-day full-time position which is shared by two teachers, working a predetermined number of full days each per week.
- 8.2 Job share is only available to early childhood teachers, not early childhood directors.
- 8.3 Procedures for implementing job share:
- 8.3.1 Teachers interested in job share may put forward a proposal in writing to the director. This proposal should include the following:
- 8.3.1.1 reasons;
  - 8.3.1.2 benefits to the centre;
  - 8.3.1.3 strategies for the management of job share;
  - 8.3.1.4 nominated days of work.
- 8.3.2 The director and the prospective job share teacher will then meet to discuss the following issues:
- 8.3.2.1 advantages/disadvantages of proposal;
  - 8.3.2.2 strategies for communication between job share teachers;
  - 8.3.2.3 strategies for communication with other staff members;
  - 8.3.2.4 attendance at parent meetings and preparation of written reports;
  - 8.3.2.5 attendance at staff meetings, regional meetings, in-service courses and other out of hours meetings or functions;
  - 8.3.2.6 curriculum and programming issues.
  - 8.3.2.7 The parties note that attendance at meetings on days that a job share teacher is normally not expected to attend is at the discretion of the teacher.
- 8.3.3 If there is an in principle agreement between the above parties, the written proposal will be forwarded to the relevant institute human resources manager with a recommendation from the director.
- 8.3.4 The human resources manager will confirm, in writing, whether the proposal is approved or not.
- 8.3.5 If job share is approved, the second position is advertised and both positions will become permanent part-time.
- 8.3.6 Following the appointment of the second job share teacher, the issues identified in paragraph 8.3.2 will be discussed at a full staff meeting.
- 8.3.7 In the event that the job share proposal is not approved, the staff member concerned has the right to invoke the dispute resolution procedure as set out in clause 1 of the General Section - Dispute Resolution Procedure.

- 8.4 The employer reserves the right to:
- 8.4.1 view each situation on an individual basis;
  - 8.4.2 nominate, if necessary, a number of staff or an overall percentage of teachers in TAFE children's centres who are able to job share;
  - 8.4.3 determine the number of job share positions in each centre.
  - 8.4.4 absences that occur due to approved leave, including sick leave, by one of the two job share teachers will be offered in the first instance to the other person. The teacher cannot be directed to work such absences.
  - 8.4.5 payment for such vacancies will be according to clause 1, Salaries and Allowances of the TAFE Children Centres section of the Award.
- 8.5 Resignations - In the event that the position of one job share teacher at a particular centre becomes vacant, the following procedure will occur:
- 8.5.1 the remaining part-time teacher may be offered the option of a full-time position;
  - 8.5.2 another permanent staff member, including a part-time teacher, may transfer to the job share position;
  - 8.5.3 if neither of the above occurs, then the part-time position will be advertised.

### **9. Duties of Teachers**

- 9.1 The normal duties of teachers shall include the usual duties performed in attendance at a centre as well as the usual planning, resourcing and extracurricular activities associated with a centre, including attendance at parent and committee management meetings.
- 9.2 A director shall, in addition to subclause 9.1, have responsibility for the supervision of employees and the security and maintenance of a centre.

### **10. Crib Breaks**

- 10.1 A teacher shall be entitled to 30 consecutive minutes crib break within the centre.
- 10.2 Where a meal is taken at the centre, it shall be counted as time worked. A teacher is not to be required to work for more than five hours without being given the opportunity to take a crib break.

### **11. First-Aid Certificate**

- 11.1 Teachers, other than casual teachers, will be required to obtain and maintain a first-aid certificate under the following conditions:
- 11.1.1 Teachers in the first six months of employment will be required to have or to obtain a "Care for Kids" qualification or an approved senior first-aid certificate.
  - 11.1.2 Teachers will be required to maintain the currency of their first-aid certification.
  - 11.1.3 Teachers will be granted paid leave to attend a first-aid course or, when the teacher attends the course in their own time, the teacher will receive time in lieu at ordinary rates for course attendance time.

**BRADFIELD COLLEGE SECTION****1. Introduction**

Bradfield College is a unique public educational institution. The salary, leave and working conditions of employees at the College are agreed by the parties to meet the current needs of the College and its teachers.

**2. Employment Arrangements and Right of Return**

- 2.1 All employees are employed on the basis of a temporary period of engagement of up to three years.
- 2.2 Employees will be employed under either the *Teaching Service Act 1980* or the *Public Sector Employment and Management Act 2002*.
- 2.3 An employee who was appointed as an officer with the Department or TAFE prior to accepting a temporary engagement at the College shall be eligible to return to another position with the Department or TAFE as appropriate.
- 2.4 A transferred officer shall be entitled to the benefits of Determination 1 of 2001 - Transferred Officers Compensation, pursuant to section 25 of the *Teaching Service Act 1980* or Determination 4 of 2001 - Transferred Officers Compensation, pursuant to section 16(1) of the *Technical and Further Education Commission Act 1990* (or successor provisions).
- 2.5 Nothing in this award shall operate to remove the right of the Division Head/Director-General to transfer an employee of either TAFE or the Department, respectively, to another location.

**3. Types of Employment**

Employees will be engaged as either:

- (i) Full time employees
- (ii) Part time employees
- (iii) Casual employees

**4. Full Time Employees**

A full time employee is engaged to work the hours provided in clause 16 - Hours of Work and is paid at the appropriate rate in Schedule 11.

**5. Part-Time Employees**

Part time employees shall be entitled to all conditions of a full time employee on a prorata basis.

**6. Casual Employees**

- 6.1 Casual employees will be paid in accordance with this clause. It is the intention of the parties that no casual teacher shall be engaged at Bradfield College to deliver the equivalent of a full time teaching program for 12 or more weeks in a semester except where a part time or full time employee is not able to be employed following recruitment action.

Except as expressly provided for elsewhere in this section of the award, payment and working conditions of casual employees will be in accordance with the provisions for part time casual employees contained in the TAFE section of this Award as varied from time to time provided that payment will be made for approved hours of attendance. Relevant rates are extracted and contained in Schedule 12 of the Award.

### 7. Payment for Related Duties - Casual Teachers

- 7.1 Casual teachers teaching a total of 10 or more hours in a week at Bradfield College or elsewhere in Northern Sydney Institute shall be entitled to payment for related duties, provided that they attend to perform the related duties. Such related duties shall be paid at the teaching duties rate according to the following table, consistent with the provisions for part time casual employees contained within the TAFE section of this Award:

Teaching Duties Hours	Related Duties Hours
19 hours or more per week	6 hours 20 minutes
18 hours	6 hours
17 hours	5 hours 40 minutes
16 hours	5 hours 20 minutes
15 hours	5 hours
12 to less than 15 hours	3 hours
10 to less than 12 hours	1 hour

- 7.2 Payment for related duties paid to casual teachers teaching 10 hours or more a week are for duties associated with the casual teacher's teaching section as well as for duties related to the casual teacher's direct teaching activities.
- 7.3 Duties associated with the casual teacher's teaching section as well as duties related to the casual teacher's direct teaching activities shall include:

attendance in the classroom before the commencement and after the completion of class

setting and marking of class tests

assessing and marking students' practical work

preparing special lectures and lecture demonstrations

completing records and returns

setting and marking assignments

initial recording of results

familiarisation with the syllabus

organisation of lesson plan

preparation of lesson notes, and teaching aids

making copies of notes

preparation for practical work, drawing and practical exercises

- 7.4 The apportionment of the related duties to be undertaken and the required attendance shall be by agreement between the casual teacher and their supervisor/s and become part of the teacher's approved program. Where practical, attendance is to be arranged so that the teacher can attend staff meetings, professional development and other related duties on the day/s the teacher is programmed to teach. Split shifts are not to be included as part of a casual teacher's approved program unless requested by the casual teacher.
- 7.5 Where the Director of Bradfield College or their representative, requests a casual teacher to attend the College to undertake or participate in:

a staff meeting and/or a learning area meeting

Bradfield College developments days and Bradfield College other professional development activities

Bradfield College January development day/s

Bradfield College information evening and projects

parent/teacher meetings

exam supervision and marking

report writing

at a time when the casual teacher is not scheduled to teach or perform related duties, the casual teacher who agrees to attend to undertake these activities will be paid at the Duties Other Than Teaching (DOTT) rate, as prescribed in Schedule 12, for the duration of the additional hours of agreed attendance. Casual teachers will continue to be paid at the part time casual teaching duties rate for their scheduled teaching and related duties hours.

- 7.6 From 5 February 2007, casual teachers teaching a total of 10 or more hours at Bradfield College or elsewhere in any Institute of TAFE shall be entitled to payment for related duties in accordance with clause 7.1.

### **8. Learning Co-ordinators**

- 8.1 Learning Co-ordinators are responsible for the educational and administrative leadership of specified areas within the College. Where appointed, and as a minimum, Learning Co-ordinators shall be:

required to supervise a major discipline area within the College; or

responsible for curriculum development and student support directly linked to classroom practice across the College.

- 8.2 Recognising that the establishment and deletion of Learning Coordinator positions is at the discretion of the Director, an annual review of Learning Coordinator positions will include an assessment of:

- (a) current and future curriculum needs
- (b) supervisory responsibilities
- (c) the duration of the position

### **9. Teacher Quality**

- 9.1 To provide feedback on a teacher's performance, the Director or their nominee shall ensure that the teacher's performance is appraised by annual review. This appraisal will be implemented as follows:

9.1.1 The Director, or their nominee, shall be responsible for annually reviewing the performance and development of teachers undertaking their work.

9.1.2 The TAFE Teachers and Related Employees Annual Review Policy (TAFE Gazette No. 32, 10 October 2001) or its replacement shall apply to all teachers, except casual teachers.

9.1.3 The annual review for teachers shall be reported by way of the teacher assessment review form.

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

### **10. Training and Professional Development**

- 10.1 The parties confirm their commitment to training and development for Bradfield College employees. The employees recognise their obligation to maintain and update skills.
- 10.2 The Director shall, following consultation with the employees, develop a training plan for the College which will take into account the individual training needs of teachers as identified by the annual review as provided for by subclause 9.1.2 of this section of the award. The training plan will be reviewed annually by the Director in consultation with the employees.
- 10.3 Three days each year, during the standard term time for public schools and TAFE Institutes, shall be scheduled by the Director for the purpose of meeting system needs and those peculiar to the College.
- 10.4 The professional development scheme developed and implemented at Bradfield College will continue to operate. Individual performance shall be reviewed in accordance with that scheme on an annual basis. Individual training needs will be assessed and discussed in accordance with that scheme.

### **11. Qualification and Experience Requirements**

- 11.1 All teachers will be required to hold a recognised teaching qualification that fulfils the same requirements with respect to academic qualifications as apply to teachers teaching the same Key Learning Areas or disciplines within the Department or TAFE as appropriate.
- 11.2 All teachers teaching the same disciplines as taught in TAFE will be required to fulfil the same requirements as apply to teachers teaching the same disciplines in TAFE.
- 11.3 All teachers teaching the same Key Learning Area(s) as those taught in the Department may be required to have a minimum of three years full time equivalent teaching experience in the Key Learning Area(s) that they will be required to teach at the College.

### **12. Remuneration**

- 12.1 Salaries, rates of pay and allowances in this section of the Award shall be paid in accordance with Schedules 11, 12 and 13.
- 12.2 A teacher appointed as team leader shall be paid an allowance as set out in Schedule 13 - Bradfield College Team Leader Allowance.
- 12.3 Determination of Starting Salary -

For the purposes of this clause, 'experience' shall mean:

any periods as a teacher in the Key Learning Area(s) or disciplines which the employee will be required to teach at Bradfield College in addition to the minimum specified in clauses 11.2 and 11.3;

12.3.1 All teachers appointed to Bradfield College shall commence at the rate prescribed for Level A in Schedule 11 of the Award unless they possess additional experience that justifies appointment at a higher level.

12.3.2 The determination of starting salary shall be made by the Director having regard to the provisions of clauses 12.3.3 and 12.3.4 of this section of the award.

12.3.3 A teacher who was employed in the Teaching Service or TAFE Commission Division prior to engagement at Bradfield College shall commence on a Level that is not less than the salary the teacher was receiving pursuant to the Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award 2009 or the TAFE section of this Award respectively.

12.3.4 In relation to the appointment of teachers to levels, the following shall apply:

Level A: Applicants with minimum qualifications and minimum experience.

Level B: Applicants with minimum qualifications and no less than 1 year of experience above the minimum requirement.

Level C: Applicants with minimum qualifications and no less than 2 years of experience above the minimum requirement.

Level D: Applicants with minimum qualifications and no less than 3 years of experience above the minimum requirement.

Level E: Applicants with minimum qualifications and no less than 4 years of experience above the minimum requirement.

Level F: Applicants with minimum qualifications and no less than 5 years of experience above the minimum requirement,

provided that, in exceptional circumstances, salary levels higher than the above can be approved by the Director, Northern Sydney Institute.

12.4 Movement Between Salary Levels -

12.4.1 A teacher at Bradfield College shall be entitled to progress or be maintained on the teacher salary scale or the salary level for a learning co-ordinator or assistant director position after each 12 months of service subject to the teacher demonstrating by means of annual review, continuing efficiency in teaching practice, satisfactory performance and professional growth. These shall be determined as provided for in Clause 13, Teacher Quality of this section of the award.

12.4.2 Periods of full-time leave without pay greater than five days shall not be counted as service for the purposes of this clause.

12.5 Arrangements for employees to act in higher positions and to receive higher duties allowances shall be in accordance with provisions applicable to school teaching staff in the Teaching Service.

### **13. Salary Packaging**

For the purposes of this clause "salary" means the salary or rates of pay prescribed for the employee's classification by Schedules 11, 12 and 13 of the Award and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.

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

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

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

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



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

13.3.2 any administrative fees.

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

13.4.1 Superannuation Guarantee Contributions;

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

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

#### **14. Travelling Time and Travelling Expenses**

Where an employee is required and authorised to travel on College business in the performance of their duties, compensation for travel shall be determined in accordance with the provisions of Schedule 14 Bradfield College Excess Travel and Compensation for Travel on Official Business of the Award.

#### **15. College Year**

15.1 Bradfield College will operate for a period of 50 weeks in a calendar year, during which the College may be open and utilised to conduct educational programs, and have a two-week close-down period surrounding Christmas and the New Year. The dates of the close-down period will be determined annually by the Director.

15.2 Employees covered by this section of the award shall not be required to be in attendance during the close-down period.

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

16.1 The parties agree to a flexible and adaptive approach in relation to working hours and working arrangements for Bradfield College. These arrangements are based on the averaging of weekly teaching hours for full time:

Teachers	- 20 hours;
Team leaders	- 20 hours;
Learning Co-ordinators	- 14 hours;
Assistant Directors	- a minimum of 4 and a maximum of 8 hours,

over a period of up to 12 weeks. By agreement with the Director, employees may also enter into an arrangement whereby a program, including excess teaching hours, may be worked and accumulated in accordance with the provisions of subclause 16.6 hereof.

16.2 An employee's program of teaching shall be agreed prior to the commencement of each term between the employee and the Director and recorded by the teacher on the appropriate Establishment Control (EC) form, or other form(s) as may be required for payroll purposes.

16.3 The daily span of working hours in the College for employees under this section of the award is between 7.30 a.m. and 10.00 p.m. on Monday to Friday inclusive and from 7.30 a.m. to 6.00 p.m. on Saturday, provided that an employee cannot be required to work in excess of eight hours on any one day without the agreement of that employee.

16.4 Employees may be required to work on any five days from Monday to Saturday inclusive as part of their normal program, provided that by agreement of the Director, weekly attendance requirements may be

met in four days per week. Should an employee be required to work on a Saturday, the Director may, if requested, provide in the employee's program for two consecutive duty free days a week.

- 16.5 Full time employees shall attend for work 420 hours over a 12-week work cycle of 72 operating days, provided that:

16.5.1 no employee will be required to be in attendance for more than 60 operating days;

16.5.2 an employee may, with the agreement of the Director, attend at the College for less than 420 hours in a 12-week cycle but, in any case, shall attend at the College for no less than 360 hours over a 12-week cycle;

16.5.3 no teacher (including any teacher designated as a team leader) shall be required to teach more than 24 hours in any one week;

16.5.4 no learning co-ordinator shall be required to teach more than 18 hours each week;

16.5.5 no assistant director shall be required to teach more than 8 hours each week.

- 16.6 By agreement between the employee and the Director prior to the commencement of the term, a program may be entered into which includes teaching hours in excess of a normal load. Such hours may be accumulated to a maximum of 35 hours and then taken as time in lieu, provided that:

16.6.1 All time in lieu shall be taken on an hour-for-hour basis during a non-teaching session.

16.6.2 Where an employee is unable to take the time in lieu before the end of the 12 week accumulation period or the end of the vacation period immediately following the term during which the hours were accumulated (whichever is the sooner), then such teaching hours as are accumulated shall be paid for at the casual teaching rate as set out in Schedule 12 - Hourly Rates for Casual Teachers, Co-ordinators and Counsellors - Bradfield College of the Award.

16.6.3 Where, with the agreement of the Director, incidental time associated with programmed excess teaching hours has been worked at the College and recorded by the teacher on the appropriate Establishment Control (EC) form, it may be counted towards time in lieu arrangements.

16.6.4 No employee shall be required to work beyond the limitations set out in subclause 16.5 hereof.

- 16.7 Emergency excess teaching hours occur when there is an unplanned absence of a teacher and another teacher agrees to take a class with less than 24 hours notice. In such circumstances, emergency excess teaching hours shall be paid for at the casual teaching rate as set out in Schedule 12 - Hourly Rates for Casual Teachers, Co-ordinators and Counsellors.

- 16.8 Where employees, other than casual employees, are requested to work on approved Bradfield College activities which require their attendance on Sundays or public holidays, they shall be eligible for compensatory leave.

An employee shall not unreasonably refuse to work at this time.

Compensatory leave will be granted on the basis of one day for each public holiday or Sunday the employee is directed to be in attendance at the activity.

Compensatory leave is to be taken as time in lieu within a reasonable time after the activity and at a time negotiated with the Director, and may be taken in conjunction with annual leave to credit.

- 16.9 Employees may not be directed to undertake teaching duties for more than 14 consecutive weeks without taking a break of at least one week, or may not elect to undertake such duties for more than 18 consecutive weeks without taking a break of at least one week from teaching duties. During the break employees may, for example:

- take annual leave or other leave to credit;
- undertake professional development;
- undertake duties incidental to teaching;
- undertake administrative duties; or
- undertake other duties as assigned by the Director.

- 16.10 The Director (in consultation with the employees) may vary the combination of working hours to suit the needs of Bradfield College or the employees.

### **17. Annual Leave**

- 17.1 Subject to the provisions of the *Annual Holidays Act 1944*, employees, other than casual employees, of the College shall be entitled to annual leave as follows:

17.1.1 Twenty working days annual leave per annum (which accrues at the rate of one and two-thirds working days per month), subject to each employee accruing not more than 30 working days annual leave.

17.1.2 Annual leave will be taken at a time and for a period agreed between the employee and the Director.

### **18. Extended Leave and Long Service Leave**

- 18.1 Officers shall retain their extended leave to credit as at the date of their engagement at Bradfield College.

- 18.2 Extended leave or long service leave shall be granted in accordance with the following:

- (a) for employees who are officers in the Teaching Service: the Teaching Service Act 1980 and Determination 6 of 2006 Salaries and Particular Leave Provisions for Bradfield College Employees, pursuant to section 13 of the Teaching Service Act 1980,
- (b) for full time employees or officers in the TAFE Commission Division: the Public Sector Employment and Management Act 2002 and the Extended Leave Policy (TAFE Gazette No. 44, 9 November 1994) or its successor,
- (c) for casual employees and part time employees who are not officers: the Long Service Leave Act 1955.

### **19. Sick Leave**

- 19.1 Employees, other than casual employees, are entitled to sick leave at the rate of 15 working days paid sick leave per year, i.e., 1 January to 31 December. The full annual entitlement is available from 1 January each year. Sick leave will not accrue on a monthly basis. The unused component of the annual entitlement is fully cumulative.

- 19.2 An officer who had an entitlement to cumulative sick leave on appointment to Bradfield College shall retain such entitlement for use when required.

- 19.3 Where the sick leave balance to be transferred is expressed in hours (for example if accrued in prior employment as a casual employee) the balance must be converted to days using the formula:

Sick leave balance to be transferred in hours

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## 20. Family and Community Service Leave

20.1 The Director may grant paid family and community service leave to an employee, other than a casual employee, for reasons related to:

- (i) family responsibilities of the employee; or
- (ii) the performance of community service by the employee; or
- (iii) personal emergencies

20.2 Quantum - The amount of family and community service leave available to an employee shall be:

- (i) during the first 12 months of service - three working days;
- (ii) after completion of 12 months service - six working days in any two year period; and
- (iii) after completion of two years service - nine working days in any three year period.

Where family and community service leave is exhausted, sick leave in accordance with subclause 21.1 may be used.

Where family and community service leave has been exhausted, additional such leave up to two days may be granted on a discrete "per occasion" basis on the death of a family member (as defined in subclause 21.2).

20.3 An officer who is engaged at Bradfield College shall have their previous service with the Department or TAFE recognised for the purpose of calculating the leave entitlement pursuant to subclause 20.2.

## 21. Personal Carer's Leave

21.1 An employee may use the available sick leave from the current year, plus any accumulated sick leave from the previous three years to provide care and support for family members when they are ill. Such illness shall be supported, if required, by a medical certificate or a statutory declaration that the illness is such as to require the care of another person for a specific period. The choice of medical certificate or statutory declaration is the employee's. Neither the medical certificate nor statutory declaration is required to reveal the exact nature of the illness. Wherever practicable, prior notice of the intention to take leave should be given by the employee.

21.2 The entitlement to use sick leave in accordance with this subclause is subject to:

- (a) the employee being responsible for the care of the person concerned; and
- (b) the person concerned being:

a spouse of the employee; or

a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

a child or an adult (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or 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 section:

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

"affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and

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

An employee shall, wherever practicable, give the Director notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the College Director of such absence at the first opportunity on the day of absence.

- 21.3 Use of Other Leave - To care for an ill family member, an employee may also use annual leave, extended leave or unpaid leave with the consent of the Director.
- 21.4 Use of Time in Lieu - To care for an ill family member, an employee may also, with the supervisor's consent, take time off in lieu as agreed on an hour-for-hour basis.
- 21.5 Use of Make-up Time - To care for an ill family member, an employee may, with the supervisor's consent, elect to work "make-up time". This means the employee takes time off during ordinary hours and works those hours at a later time during the spread of ordinary hours, at the ordinary rate of pay.

## 22. Adoption, Maternity and Parental Leave

Employees shall be entitled to adoption, maternity and parental leave in accordance with the TAFE

NSW Adoption, Maternity and Parental Leave Procedures.

## 23. Other Leave

Employees, other than casual employees, shall be entitled to the following forms of leave in accordance with the policies published in the TAFE Commission Gazette, as amended from time to time:

Leave Type	TAFE Commission Gazette
Trade union activities	No. 4 of 1993
Special leave*	No. 4 of 1993
Military leave	No. 10 of 2004
Study leave	Nos. 31 and 36 of 1991, No. 49 of 1992

\*Under the Special Leave policy casual teachers may, in some circumstances, be entitled to special leave.

## 24. Occupational Health and Safety

- 24.1 The parties acknowledge their obligations to create, maintain and promote a safe working environment in accordance with their obligations under the Occupational Health and Safety Act 2000 and other relevant occupational health and safety legislation.
- 24.2 Management of the College have an obligation to ensure that appropriate prevention and management systems are in place to effectively manage health and safety issues, including the provision of protective clothing and equipment, risk assessment, risk management and the provision of relevant training.

- 24.3 All employees are required to co-operate with management in the maintenance of a safe and healthy work environment. Where employees have undertaken relevant training, they shall apply their training in the workplace.

## **25. Educational Initiatives**

The parties agree that, during the term of this award, they will work co-operatively to develop and implement agreed strategies aimed at improving the productivity of the College.

## **26. Industrial Rights**

- 26.1 An accredited Teachers Federation representative at the College shall, upon notification thereof to the Director, be recognised as an accredited Teachers Federation representative.
- 26.2 An accredited Teachers Federation representative shall be allowed the necessary time during working hours to interview the employer or his/her representative on matters affecting employees.
- 26.3 An accredited Teachers Federation representative shall be allowed a reasonable period of time during working hours to interview a duly accredited Teachers Federation official.

## **GENERAL SECTION**

### **1. Dispute Resolution Procedures**

1. Subject to the provisions of the *Industrial Relations Act* 1996, the following procedures shall apply:
- 1.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the employee and or the Federation's workplace representative shall raise the matter with the appropriate supervisor as soon as practicable.
- 1.1.2 The supervisor shall discuss the matter with the employee and or the Federation's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 1.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and or the Federation may raise the matter with an appropriate officer at the institute level with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.
- 1.1.4 Where the procedures in paragraph 42.1.3 do not lead to resolution of the dispute, the matter shall be referred to the Deputy Director-General Workforce Management and Systems Improvement of the Department and the General Secretary of the Federation. They or their nominees shall discuss the dispute with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 1.2 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

### **2. No Further Claims**

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

- 2.1 The parties may make claims with respect to matters prescribed in clause 6 of this section of the Award - Further Employee Related Reform Measures and Cost Savings, and may seek to have those matters arbitrated by the Industrial Relations Commission.

### 3. Anti-Discrimination

- 3.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 3.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed under clause 1 of this section of the Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It shall be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 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*; and
  - 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. Occupational Health and Safety

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

3. provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
  4. ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (iv) Disputes Regarding the Application of this Clause

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

- (v) 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.

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

- 5.1 This Award covers all teachers and related employees in TAFE and employees of Bradfield College and the Childrens Centres. This Award does not cover educational staff employed at the TAFE NSW - Riverina Institute National Aerospace Training Centre of Excellence (NATCOE) based at the RAAF base Wagga Wagga.
- 5.2 This award rescinds and replaces the Crown Employees (Teachers in TAFE and Related Employees) Salaries and Conditions Award 2009, published 30 October 2009 (369 I.G. 463), the Crown Employees (Teachers in TAFE Children's Centres) Salaries and Conditions Award 2005 published 27 March 2009 (367 I.G. 753), and the Bradfield College (Department of Education and Training) Salaries and Conditions Award 2006 published 27 March 2009 (367 I.G. 457) and all variations thereof.
- 5.3 This Award shall commence on and from 1 January 2009 and remain in force until 31 December 2011.

### **6. Further Employee Related Reform Measures and Cost Savings**

- 6.1 In order to fund the salary increases provided under this award, including the salary increases for Bradfield College and the TAFE Children's Centres, the parties have committed to the identification and implementation of further employee related reform measures and cost savings to improve operational efficiency and competitiveness.
- 6.2 The parties agree to consider a range of initiatives, including direct teaching hours of work of TAFE teachers and time credit hours to fund the salary increases beyond 2.5% each year to the extent not already achieved by the employee related reform measures and cost savings already agreed and implemented by the parties.
- 6.3 Should the parties not identify the necessary employee related reform measures and cost savings or should any dispute arise during the process, the parties acknowledge and commit to take all necessary steps so that the Industrial Relations Commission shall arbitrate on and determine the employee related cost savings to fund the salary increases under this award.

### **7. Employment under Two Or More Sections of Award**

A person may be employed under more than one section of this award. Unless otherwise specified in this Award, if a person is employed under more than one section of the award, employment under each section will constitute separate employment entitling the employee to separate remuneration and entitlements as prescribed under each section.



### 8. Deduction of Union Membership Fees

- 8.1 The Federation shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the Federation in accordance with the Federation's rules.
- 8.2 The Federation shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Federation fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 8.3 Subject to (8.1) and (8.2) above, the employer shall deduct Federation fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 8.4 Monies so deducted from employees' pay shall be forwarded regularly to the Federation together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 8.5 Unless other arrangements are agreed to by the employer and the Federation, all Federation membership fees shall be deducted on a fortnightly basis.
- 8.6 Where an employee has already authorised the deduction of Federation membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

### SCHEDULE 1

#### Common Incremental Salary Scale - TAFE

The following salary scale applies to: teachers; education officers (TAFE); counsellors; adult literacy officers, and assistant outreach coordinators:

Current salary steps	Salary From the first pay period to commence on or after 1.1.2009 \$	Salary From the first pay period to commence on or after 1.1.2010 \$	Salary From the first pay period to commence on or after 1.1.2011 \$
Increase	4.4%	3.8%	3.8%
Step 13	78,667	81,656	84,759
Step 12	71,769	74,496	77,327
Step 11	69,047	71,671	74,394
Step 10	66,332	68,853	71,469

### SCHEDULE 2

#### Allowances - TAFE

Additional Responsibility Allowances	Rates From the first pay period to commence on or after 1.1.2009 \$	Rates From the first pay period to commence on or after 1.1.2010 \$	Rates From the first pay period to commence on or after 1.1.2011 \$
Increase	4.4%	3.8%	3.8%
Teacher nominated as teacher in charge pa	3,532	3,666	3,805
Counsellor nominated as counsellor in charge pa	1,570	1,630	1,692

Part time casual teachers teaching within a correctional centre (per hour)	1.53	1.59	1.65
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### SCHEDULE 3

#### Locality Allowances

##### 1. Definitions

##### 1.1 For the purposes of this schedule:

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

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

1.1.7 "Campus" shall include any college, campus, branch, annex, centre or other establishment to which a teacher is appointed.

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

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

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

## 2. Part A - Allowances - Climatic Disability

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

2.2 Subject to clause 7 of this schedule, a teacher appointed to a campus within a zone of New South Wales established by the 0 Degrees Celsius July Average Minimum Temperature Isotherm as contained in the Climatic Atlas of Australia, June 1974 as amended, and published by the Bureau of Meteorology, shall be paid an allowance at the rates prescribed in subclause 2.4 below.

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

2.4 Allowances under subclauses 2.1 and 2.2 are as follows:

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

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

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

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

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

- 3.2 A teacher with a dependent partner shall receive double the allowance prescribed in subclause 3.1 of this clause.
- 3.3 Subject to clause 7 of this schedule, a teacher entitled to an allowance under subclause 3.1 of this clause and with a dependent child or children shall be paid the following additional allowances -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 6.7 When a teacher is necessarily absent from duty for the purpose of securing advice and or treatment from a duly qualified practitioner for such teacher or dependent partner or child of such teacher, any period of such absence involved in travelling to or from the place of residence of the teacher to the place at which the advice or treatment is obtained shall not be debited against any sick leave credit to which that teacher is entitled. Provided that this clause shall be without prejudice to the right of the employer in their discretion to temporarily appoint the teacher to a campus nearer to the place of consultation or treatment where they may deem it desirable so to do.
- 6.8 The employer shall be entitled to decline payment of reimbursable expense to a teacher in any instance in which such expense relates to a non urgent elective consultation or treatment which might reasonably have been sought during a vacation period whilst the teacher or their relevant dependent partner, child or children (as the case may be) had, in the normal course, travelled to a location at which the type of consultation or treatment could be obtained.

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

- 7.1 Subject to subclause 7.2 of this clause, where a married couple consists of two teachers who are otherwise eligible for payment of an allowance under this schedule then, in the case of an allowance under:
- 7.1.1 subclause 2.1 or 2.2 of clause 2 of this schedule, each teacher shall only be entitled to one half of the allowance provided therein for a teacher with a dependent partner;
  - 7.1.2 subclause 3.3 of clause 3 of this schedule, each teacher shall only be entitled to one half of the allowance provided therein for a teacher with a dependent child or children;
  - 7.1.3 clause 4 of this schedule, each teacher shall only be entitled to one half of the motor vehicle allowance applicable to a single teacher;
  - 7.1.4 clause 5 of this schedule, each teacher shall only be entitled to one half of the vacation travel allowance; and
  - 7.1.5 subclause 6.2 of clause 6 of this schedule, each teacher shall not qualify for reimbursement of expenses in so far as the teacher's partner qualifies for and claims reimbursement as a teacher.
- 7.2 Where a married couple includes a teacher entitled to allowances under the agreement and a person entitled to a similar allowance pursuant to the Crown Employees (Public Service Conditions of Employment) Award 2002 published 21 March 2003 (338 I.G. 837) as varied, or its successor, the teacher shall only receive the difference between that allowance and the married couple or dependent allowances under this schedule.

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

- 8.1 A Locality Allowance Committee shall be established for the purpose of -
- 8.1.1 investigating all matters in dispute and reporting and making recommendations thereon to the employer and the Federation;
  - 8.1.2 recommending the inclusion or deletion of campuses to be covered by the provisions of clause 3 of this schedule; and
  - 8.1.3 recommending the appropriate groupings and alteration of existing groupings of campuses within clause 3 of this schedule.
- 8.2 The Locality Allowance Committee shall -
- 8.2.1 consist of an equal number of representatives nominated by the employer, and the Federation;

- 8.2.2 elect its own chairperson, who shall not have a casting vote;
- 8.2.3 be permitted to act in the absence of any member, provided more than one half of the members are present; and
- 8.2.4 by its creation and operation not affect the exercise of the powers and functions of any tribunal constituted under the Industrial Relations Act 1996.

## APPENDIX A

### ALLOWANCE FOR ISOLATION FROM SOCIO ECONOMIC GOODS AND SERVICES

#### Groupings of Campuses

Group 1	Menindee Centre TAFE , Wilcannia TAFE
Group 2	Goodooga TAFE, Lightning Ridge Centre TAFE
Group 3	Brewarrina TAFE
Group 4	Bourke TAFE
Group 5	Boggabilla TAFE
Group 6	Cobar TAFE, Coomealla TAFE, Dunedoo TAFE Nyngan TAFE , Warren TAFE

## SCHEDULE 4

### Salary Scales - Promotion Classifications - TAFE

Classification	Rates From the first pay period to commence on or after 1.1.2009	Rates From the first pay period to commence on or after 1.1.2010	Rates From the first pay period to commence on or after 1.1.2011
	Per annum \$		
Increase	4.4%	3.8%	3.8%
Cluster Manager and Manager, Education and Training Resource Centre	125,902	130,686	135,652
Principal Education Officer and Program Manager and Curriculum Manager	117,312	121,770	126,397
Quality Assurance Coordinator	110,536	114,736	119,096
Chief Education Officer	104,706	108,685	112,815
Senior Education Officer and Senior Counsellor			
Step 2	96,274	99,932	103,729
Step 1	93,947	97,517	101,223
Senior Head Teacher (old classification)			
Step 2	96,274	99,932	103,729
Step 1	93,947	97,517	101,223
Head Teacher			
Band 2	93,947	97,517	101,223
Band 1	86,466	89,752	93,163
Head Teacher (old classification)			
Step 2	90,006	93,426	96,976
Step 1	86,466	89,752	93,163



Special Program coordinator			
Step 2	90,006	93,426	96,976
Step 1	86,466	89,752	93,163

## SCHEDULE 5

### TAFE Excess Travel and Compensation for Travel on Official Business

#### 1. Definitions

1.1 For the purpose of this Schedule:

1.1.1 "Excess Travel" means, for the purpose of subclause 3.3, those distances:

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

1.1.2 "Headquarters" means that college/campus nominated by the employer or nominee for the teacher, or that college/campus where the major part of the teacher's approved program is performed.

1.1.3 "Teacher" means all persons employed permanently or temporarily in teaching positions, including head teachers, special program coordinators, counsellors, adult literacy officers, and persons employed as part time casual teachers.

1.1.4 "Teaching Program" means the teacher's approved program. This includes direct teaching and other duties as well as approved releases (eg for prescribed course of teacher education) and would normally be the program as approved by the teacher's supervisor

#### 2. Introduction

2.1 Except where authorised, teachers are responsible for meeting costs incurred in travel between their residence and usual place of work.

2.2 Teachers may be authorised to use their private vehicle for travel on official business in the performance of their normal duties where other modes of travel are unsuitable or unavailable.

2.3 The use of a teacher's private motor vehicle on official business is not mandatory.

#### 3. Excess Travel Time

3.1 When a teacher, in order to perform their teaching program is required to travel outside the teacher's duty hours:

from the teacher's home to a college, campus or other workplace; and/or

from a college, campus or other workplace to the teacher's home; and/or

between colleges, campuses or other workplaces on any one day; and/or

between parts of a college, campus or other workplace which are at different sites; and/or

between colleges, campuses, institutes or other workplaces and any annexes of a college, campus, institute or other workplace which are at different sites,

and where the teacher is not granted by mutual arrangement between the teacher and TAFE time off the teaching duties equal to and in lieu of the actual time spent in excess travelling, the teacher shall be paid for excess time occupied in travelling, in accordance with this Schedule but subject to the following conditions:

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

3.1.2 Periods of less than fifteen minutes on any one day shall be disregarded.

3.1.3 Travelling time shall not include any period of travel between:

- (i) 11.00pm on any one day and 7.30am on the following day when the teacher has travelled overnight and accommodation has been provided for the teacher; or
- (ii) 11.00pm on any one day and 6.00am on the following day for a teacher who is required to perform teaching duties between 6.00am and 7.30am as part of their teaching program when the teacher has travelled overnight and accommodation has been provided for the teacher.

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

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

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

3.2.1 For full time teachers:

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

3.2.2 For part time casual teachers:

Duties Other Than Teaching (DOTT) rate

3.3 Payment for Excess Travel -

3.3.1 All travelling costs reasonably incurred because of excess travel for the use of a private motor vehicle shall be paid on the basis of cents per kilometre at two rates as set out in clause 9 of this schedule for:

- (i) up to 8,000 km per annum;
- (ii) over 8,000 km per annum.

3.3.2 For the purposes of payment under this subclause, excess travel on any day where the teacher is required during the day to travel from one college, campus or other workplace to another, shall be determined in accordance with the provisions of subclauses 3.3.1 to 3.3.8 inclusive.

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

Distance Home to Headquarters (One Way) Km	Deduction Km
1	1
2	2

3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11-29	10
30 or more	10 plus 2 km for each km above 29 km from home to headquarters.

3.3.4 Provided that when the above deduction in subclause 3.3.3 has been effected, the teacher shall add to the number of kilometres claimed the kilometres shown in the following schedule:

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

3.3.5 This daily deduction discounts the normal one way distance travelled from home to headquarters for which teachers shall not be paid.

3.3.6 Where a teacher is on duty at their headquarters on a particular day and the teacher elects to travel to the headquarters in their private motor vehicle, no payment shall be made for such travel.

(i) If, on such a day, the teacher is directed to travel from their headquarters in an emergency situation, the teacher may be granted approval to use their own motor vehicle and claim the normal kilometre rate for the distance from headquarters to the emergency centre and return.

(ii) Where a teacher has approval to use their private motor vehicle on official business and is directed to have the vehicle at headquarters on each day, or particular days, in order to have available a ready means of transport, payment shall be made for the distance from home to headquarters and return for each day of duty the car is required to be available (on official business), less the daily deduction.

3.3.7 A claim for travel allowance cannot be made where the headquarters and another centre visited are on the same or adjacent sites where less than fifteen minutes travel between the sites is required.

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

#### 4. Waiting Time

- 4.1 Where a teacher qualifies for payment in accordance with this Schedule for excess time occupied in travelling and necessary waiting time occurs, such waiting time shall be treated as travelling time subject to the following conditions:
- 4.1.1 Where there is no overnight stay with accommodation at a centre away from home or headquarters one hour shall be deducted from the necessary waiting time between the time of arrival at the centre and the commencement of duty and one hour shall be deducted from the necessary waiting time between the time of ceasing duty and the time of departure for home or headquarters or another centre.
- 4.1.2 Where overnight accommodation is provided at a centre any time from the completion of arrival at the centre until departure for home or headquarters or another centre shall not count as travelling time except that:
- (i) where duty is performed on the day of such departure any necessary waiting time (less one hour) from completion of such duty until departure shall be counted;
  - (ii) where no duty is performed on the day of such departure necessary waiting time (less one hour) after 9.00am until such departure shall be counted,
- and provided further that where accommodation as mentioned in subclause 3.1.3 above is provided waiting time after 11.00pm shall not be counted.

#### 5. Official Business Rate

- 5.1 The official business rate is payable where the use of a teacher's private motor vehicle on official business is authorised and the teacher is required to travel on official business using their motor vehicle on a regular basis of at least once per week throughout the TAFE year or travel a minimum of 400 kilometres during the TAFE year, except where:
- 5.1.1 an official vehicle is available;
- 5.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher's professional time and/or restriction in the performance of the teacher's duties and professional responsibilities.
- 5.2 Where a teacher commences duty other than at the start of the TAFE year the minimum period of 400 kilometres to be travelled, as provided by subclause 5.1 above, shall be adjusted proportionately.
- 5.3 The rate paid is that specified at clause 9 of this schedule.

#### 6. Casual Rate

- 6.1 The casual rate is payable to teachers who are authorised to use their private motor vehicle to travel on official business intermittently as opposed to regular use (as provided by clause 5 of this Schedule) for which the official business rate is paid, except where:
- 6.1.1 an official vehicle is available;
- 6.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher's professional time and/or restriction in the performance of the teacher's duties and professional responsibilities.
- 6.2 Circumstances where teachers, who are not authorised for reimbursement of travel expenses at the official business rate, may be given approval to use their private vehicle on official business at the casual rate include travel to attend staff development courses, selection committee interviews, GREAT appeals and hearings.

6.3 The rate paid is that specified in clause 9 of this Schedule.

### 7. Payment of 2601 Cc Or More Motor Vehicle Rate

7.1 Where the teacher's normal duties are performed within the Sydney Region (as defined by the Department of Planning) the maximum per kilometre rate payable shall be the 1601 to 2600 cc rate.

7.2 Where the official travel, in whole or in part, is outside the Sydney Region, consideration shall be given to payment of the 2601 cc or more rate in respect of a vehicle with an engine capacity of 2601 cc or more. Such consideration shall be related to the total annual distance travelled by the teacher on official business, the terrain and other factors advanced by the teacher as relevant.

7.3 Provided that the provisions of subclauses 7.1 and 7.2 above shall not apply to teachers who have an existing approval for payment of the previous above 2700 cc rate arising from clause 4 (b) (i) of Industrial Agreement 7036 of 1983.

### 8. Daily Deduction

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

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

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

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

8.3 This daily deduction discounts the normal one way distance travelled from home to headquarters for which teachers shall not be paid.

- 8.4 Where a teacher is on duty at their headquarters on a particular day and the teacher elects to travel to the headquarters in their private motor vehicle, no payment shall be made for such travel.
- 8.4.1 If, on such a day, the teacher is directed to travel from their headquarters in an emergency situation, the teacher may be granted approval to use their own motor vehicle and claim the normal kilometre rate for the distance from headquarters to the emergency centre and return.
- 8.4.2 Where a teacher has approval to use their private motor vehicle on official business and is directed to have the vehicle at headquarters on each day, or particular days, in order to have available a ready means of transport, payment shall be made for the distance from home to headquarters and return for each day of duty the car is required to be available (on official business), less the daily deduction.
- 8.5 A claim for travel allowance cannot be made where the headquarters and another centre visited are on the same or adjacent sites where less than fifteen minutes, travel between the sites is required.
- 8.6 The daily deduction is not applied where a teacher is required to use their private motor vehicle from their home after working hours on official business or when the teacher is required to stay away from home overnight on official business.

### 9. Official Business and Casual Rates

Clause of Schedule which applies	Rate/Vehicle Engine Capacity	Cents Per Km	
		0 - 8,000 km per annum	8,001 km or more per annum
5	Official Business Rate		
	1600 cc or less	55.3	23.1
	1601 - 2600 cc	77.3	27.4
	2601 cc or more	83	29.5
6	Casual Rate		
	1600 cc or less	23.1	
	1601 - 2600 cc	27.4	
	2601 cc or more	29.5	

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

## SCHEDULE 6

### Strategies for Maximising Annual Student Hours in TAFE

1. Annual Student Hours (Ash) Shall be Maximised By Utilising a Range of Strategies. If Requested, Consultation Shall Occur at the Local Level Between the Teaching Section and Their Line Manager Regarding Educational Soundness, Access and Equity, Appropriate Resources and Occupational Health and Safety.
2. Such strategies include:
  - 2.1 Ensuring that all available student places are filled.
  - 2.2 Continual or "topping up" of enrolments as students meet module outcomes or units of competence and move out of the class. This shall result in an increased output of students.
  - 2.3 Continual or "topping up" of enrolments to replace enrolled students who have not commenced the course, or who have officially withdrawn from modules or who have been absent from class without notice for four consecutive weeks.

- 2.4 Enrolment of students in modules to undertake the additional training and education required to achieve competency against the module outcome or unit of competence following successful assessment for Recognition.
- 2.5 Establishing quality partnerships with industry which may result in a proportion of the program being workplace training and assessment, conducted by TAFE approved industry personnel in accordance with an agreed quality assurance process.
- 2.6 Utilising a variety of delivery modes that are appropriate to the particular learning situation, including the needs of students.
- 2.7 Core enrolment times shall continue to occur at the start of each semester. These shall be supplemented by continual or "topping up" of enrolments as outlined above.
- 2.8 Extending enrolments and commencements beyond the core enrolment times at the start of each semester and staggering enrolments and commencement times across the full year.
- 2.9 Teachers and head teachers shall employ best practice in student administration by ensuring that all activities for which they are responsible are correctly recorded and credited including the completion of enrolment adjustment forms.
- 2.10 Enrolling in the initial enrolment period up to an additional three students over and above the student teacher ratios in a subject/module, where the subject/module has a history of attrition, based on institute data.

**Schedule. 7 - Rates of Pay - Part Time Casual Teachers, Coordinators and Counsellors and Contract Teachers (OTEN)**

	Salary From the first pay period to commence on or after 1.1.2009	Salary From the first pay period to commence on or after 1.1.2010	Salary From the first pay period to commence on or after 1.1.2011
	Per hour \$		
Increase	2.5%	2.5%	2.5%
Teaching Duties	66.48	68.14	69.84
Co-ordination/Consultancy Duties	62.50	64.06	65.66
Duties Other Than Teaching (DOTT)	52.49	53.80	55.15
Part time Casual Counsellors	53.49	54.83	56.20
	Open Training and Education Network Contract Teachers Per Unit (\$)		
Contract Teaching Duties	18.47	18.93	19.40

**Schedule 8 - Early Childhood Teachers - Salaries**

The following minimum annual salaries shall apply with effect from the beginning of the first pay period commencing on or after the date specified in each column

Three Year Trained Teachers	1 January 2009 4.4% \$	1 January 2010 3.8% \$	1 January 2011 3.8% \$
Step 1	47,327	49,125	50,992
Step 2	49,737	51,627	53,589
Step 3	52,338	54,327	56,391
Step 4	54,738	56,818	58,977
Step 5	57,230	59,405	61,662
Step 6	60,000	62,280	64,647
Step 7	61,510	63,847	66,273

Step 8	63,003	65,397	67,882
Step 9	65,514	68,004	70,588
Step 10	68,130	70,719	73,406
Step 11	69,967	72,626	75,386
Four Year Trained Teachers	1 January 2009 4.4% \$	1 January 2010 3.8% \$	1 January 2011 3.8% \$
Step 1	50,325	52,237	54,222
Step 2	53,444	55,475	57,583
Step 3	56,448	58,593	60,820
Step 4	59,778	62,050	64,408
Step 5	62,880	65,269	67,749
Step 6	65,514	68,004	70,588
Step 7	68,130	70,719	73,406
Step 8	71,083	73,784	76,588
Step 9	73,925	76,734	79,650

#### Schedule 9 - Early Childhood Directors - Allowances

The following minimum rates shall apply with effect from the beginning of the first full pay period commencing on or after the date specified in each column.

Units	1 January 2009 4.4% Per annum \$	1 January 2010 3.8% Per annum \$	1 January 2011 3.8% Per annum \$
1 to 6 employees	8,690	9,020	9,363
7 to 12 employees	10,514	10,914	11,329
13 to 16 employees	12,800	13,286	13,791
17 or more employees	13,898	14,426	14,974

#### Schedule 10 - Early Childhood Teacher in Charge - Allowances

The following minimum rates shall apply with effect from the beginning of the first full pay period commencing on or after the date specified in each column.

Units	1 January 2009 4.4% Per annum \$	1 January 2010 3.8% Per annum \$	1 January 2011 3.8% Per annum \$
1 to 6 employees	4,347	4,512	4,683
7 to 12 employees	5,257	5,457	5,664
13 to 16 employees	6,400	6,643	6,895
17 or more Employees	6,950	7,214	7,488

#### Schedule 11 - Bradfield College Annual Salaries

Classification	Salary from the first pay period to commence on or after 1.1.09 \$	Salary from the first pay period to commence on or after 1.1.10 \$	Salary from the first pay period to commence on or after 1.1.11 \$
Increase	4.4 %	3.8%	3.8%
Teacher Level A	61,778	64,126	66,563
Teacher Level B	66,181	68,696	71,306
Teacher Level C	70,217	72,885	75,655
Teacher Level D	72,970	75,743	78,621



Teacher Level E	78,476	81,458	84,553
Teacher Level F	86,899	90,201	93,629
Learning Coordinator	97,787	101,503	105,360
Assistant Director	107,566	111,654	115,897

**Schedule 12 - Bradfield College Hourly Rates for Casual Teachers, Co-ordinators and Counsellors**

	Hourly rate as from the first pay period to commence on or after	Hourly rate as from the first pay period to commence on or after	Hourly rate as from the first pay period to commence on or after
	1.1.09 \$	1.1.10 \$	1.1.11 \$
	2.5%	2.5%	2.5%
Teaching Duties	66.48	68.14	69.84
Co-ordination/ Consultancy Duties	62.50	64.06	65.66
Counsellors	53.49	54.83	56.20
Duties Other Than Teaching (DOTT)	52.49	53.80	55.15

**Schedule 13 - Bradfield College Team Leader Allowance**

	Rate as from the first pay period to commence on or after 1.1.09 \$	Rate as from the first pay period to commence on or after 1.1.10 \$	Rate as from the first pay period to commence on or after 1.1.11 \$
Increase	4.4%	3.8%	3.8%
Team Leader Allowance per annum	3,863	4,010	4,162

**Schedule 14 - Bradfield College Excess Travel and Compensation for Travel on Official Business**

1. Definitions

1.1 For the purpose of this Schedule:

1.1.1 "Excess Travel" means, for the purpose of subclause 3.3, those distances:

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

1.1.2 "Headquarters" means Bradfield College.

1.1.3 "Teacher" means all persons or officers employed in a full time, part time or casual teaching position at Bradfield College to assist the Director in the work of the College.

1.1.4 "Teaching Program" means the teacher's approved program. This includes direct teaching and other duties as well as approved releases (eg for prescribed course of teacher education) and would normally be the program as approved by the teacher's supervisor

## 2. Introduction

- 2.1 Except where authorised, teachers are responsible for meeting costs incurred in travel between their residence and usual place of work.
- 2.2 Teachers may be authorised to use their private vehicle for travel on official business in the performance of their normal duties where other modes of travel are unsuitable or unavailable.
- 2.3 The use of a teacher's private motor vehicle on official business is not mandatory.

## 3. Excess Travel Time -

- 3.1 When a teacher, in order to perform their teaching program is required to travel outside the teacher's duty hours:

from the teacher's home to a college, campus or other workplace; and/or

from a college, campus or other workplace to the teacher's home; and/or

between colleges, campuses or other workplaces on any one day; and/or

between parts of a college, campus or other workplace which are at different sites; and/or

between colleges, campuses, institutes or other workplaces and any annexes of a college, campus, institute or other workplace which are at different sites,

and where the teacher is not granted by mutual arrangement between the teacher and the College time off the teaching duties equal to and in lieu of the actual time spent in excess travelling, the teacher shall be paid for excess time occupied in travelling, in accordance with this Schedule but subject to the following conditions:

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

- 3.1.2 Periods of less than fifteen minutes on any one day shall be disregarded.

- 3.1.3 Travelling time shall not include any period of travel between:

- (i) 11.00pm on any one day and 7.30am on the following day when the teacher has travelled overnight and accommodation has been provided for the teacher; or
- (ii) 11.00pm on any one day and 6.00am on the following day for a teacher who is required to perform teaching duties between 6.00am and 7.30am as part of their teaching program when the teacher has travelled overnight and accommodation has been provided for the teacher.

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

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

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

- 3.2.1 For full time teachers:

$$\text{Annual salary} \quad \times \quad \frac{7}{365} \quad \times \quad \frac{1}{35}$$

3.2.2 For part time casual teachers:

Duties Other Than Teaching (DOTT) rate

3.3 Payment for Excess Travel -

3.3.1 All travelling costs reasonably incurred because of excess travel for the use of a private motor vehicle shall be paid on the basis of cents per kilometre at two rates as set out in clause 9 of this schedule for:

- (i) up to 8,000 km per annum;
- (ii) over 8,000 km per annum.

3.3.2 For the purposes of payment under this subclause, excess travel on any day where the teacher is required during the day to travel from one college, campus or other workplace to another, shall be determined in accordance with the provisions of subclauses 3.3.1 to 3.3.8 inclusive.

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

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

3.3.4 Provided that when the above deduction in subclause 3.3.3 has been effected, the teacher shall add to the number of kilometres claimed the kilometres shown in the following schedule:

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

3.3.5 This daily deduction discounts the normal one way distance travelled from home to headquarters for which teachers shall not be paid.

3.3.6 Where a teacher is on duty at their headquarters on a particular day and the teacher elects to travel to the headquarters in their private motor vehicle, no payment shall be made for such travel.

- (i) If, on such a day, the teacher is directed to travel from their headquarters in an emergency situation, the teacher may be granted approval to use their own motor vehicle and claim the normal kilometre rate for the distance from headquarters to the emergency centre and return.
- (ii) Where a teacher has approval to use their private motor vehicle on official business and is directed to have the vehicle at headquarters on each day, or particular days, in order to have available a ready means of transport, payment shall be made for the distance from home to headquarters and return for each day of duty the car is required to be available (on official business), less the daily deduction.

3.3.7 A claim for travel allowance cannot be made where the headquarters and another centre visited are on the same or adjacent sites where less than fifteen minutes travel between the sites is required.

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

#### 4. Waiting Time -

4.1 Where a teacher qualifies for payment in accordance with this Schedule for excess time occupied in travelling and necessary waiting time occurs, such waiting time shall be treated as travelling time subject to the following conditions:

4.1.1 Where there is no overnight stay with accommodation at a centre away from home or headquarters one hour shall be deducted from the necessary waiting time between the time of arrival at the centre and the commencement of duty and one hour shall be deducted from the necessary waiting time between the time of ceasing duty and the time of departure for home or headquarters or another centre.

4.1.2 Where overnight accommodation is provided at a centre any time from the completion of arrival at the centre until departure for home or headquarters or another centre shall not count as travelling time except that:

- (i) where duty is performed on the day of such departure any necessary waiting time (less one hour) from completion of such duty until departure shall be counted;
- (ii) where no duty is performed on the day of such departure necessary waiting time (less one hour) after 9.00am until such departure shall be counted,

and provided further that where accommodation as mentioned in subclause 3.1.3 above is provided waiting time after 11.00pm shall not be counted.

#### 5. Official Business Rate -

5.1 The official business rate is payable where the use of a teacher's private motor vehicle on official business is authorised and the teacher is required to travel on official business using their motor vehicle on a regular basis of at least once per week throughout the College year or travel a minimum of 400 kilometres during the College year, except where:

5.1.1 an official vehicle is available;

- 5.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher's professional time and/or restriction in the performance of the teacher's duties and professional responsibilities.
- 5.2 Where a teacher commences duty other than at the start of the College year the minimum period of 400 kilometres to be travelled, as provided by subclause 5.1 above, shall be adjusted proportionately.
- 5.3 The rate paid is that specified at clause 9 of this schedule.
6. Casual Rate
- 6.1 The casual rate is payable to teachers who are authorised to use their private motor vehicle to travel on official business intermittently as opposed to regular use (as provided by clause 5 of this Schedule) for which the official business rate is paid, except where:
- 6.1.1 an official vehicle is available;
- 6.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher's professional time and/or restriction in the performance of the teacher's duties and professional responsibilities.
- 6.2 Circumstances where teachers, who are not authorised for reimbursement of travel expenses at the official business rate, may be given approval to use their private vehicle on official business at the casual rate include travel to attend staff development courses, selection committee interviews, GREAT appeals and hearings.
- 6.3 The rate paid is that specified in clause 9 of this Schedule.
7. Payment of 2601 cc or more Motor Vehicle Rate
- 7.1 Where the teacher's normal duties are performed within the Sydney Region (as defined by the Department of Planning) the maximum per kilometre rate payable shall be the 1601 to 2600 cc rate.
- 7.2 Where the official travel, in whole or in part, is outside the Sydney Region, consideration shall be given to payment of the 2601 cc or more rate in respect of a vehicle with an engine capacity of 2601 cc or more. Such consideration shall be related to the total annual distance travelled by the teacher on official business, the terrain and other factors advanced by the teacher as relevant.
- 7.3 Provided that the provisions of subclauses 7.1 and 7.2 above shall not apply to teachers who have an existing approval for payment of the previous above 2700 cc rate arising from clause 4 (b) (i) of Industrial Agreement 7036 of 1983.
8. Daily Deduction
- 8.1 On days when a teacher is required to travel on official business and travels to and from home, whether or not the teacher visits headquarters, a deduction shall be made from the total distance travelled from home to home as follows:

Distance Home to Headquarters (One Way) Kilometres	Deduction Kilometres
1	1
2	2
3	3
4	4
5	5
6	6

7	7
8	8
9	9
10	10
11-29	10
30 or more	10 plus 2 km for each km above 29 km from home to headquarters.

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

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

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

#### 9. Official Business and Casual Rates

Clause of Schedule which applies	Rate/Vehicle Engine Capacity	Cents Per Km	
		0 - 8,000 km per annum	8,001 km or more per annum
5	Official Business Rate 1600 cc or less	55.3	23.1

	1601 - 2600 cc	77.3	27.4
	2601 cc or more	83	29.5
6	Casual Rate		
	1600 cc or less		23.1
	1601- 2600 cc		27.4
	2601 cc or more		29.5

Provided that these rates shall be adjusted pursuant to the Crown Employees (Public Service Conditions of Employment) Award 2009 published 31 July 2009 (368 I.G. 884) or its successor as amended from time to time or in accordance with the rates as approved from time to time by the Director-General of the Department of Premier and Cabinet.

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

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(180)

SERIAL C7272

## ELECTRICAL, ELECTRONIC AND COMMUNICATIONS CONTRACTING INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Electrical Trades Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1572 of 2009)

Before Commissioner Macdonald

14 October 2009

### VARIATION

1. Delete subclause 3.6 of clause 3, Wages of the award made 28 November 2008 (366 I.G. 1174) and insert in lieu thereof the following:
  - 3.6 The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These Adjustments may offset against:
    - (a) Any equivalent over-award payments, and/or
    - (b) Award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments
2. Delete Part B Monetary Rates, and insert in lieu thereof the following:

### PART B

#### MONETARY RATES

**Tables 1 - Wages**

Classification	Relativity	Former Weekly Rate \$	SWC 2009 Adjustment %	Minimum Weekly Rate \$
Grade 1	80%	578.55	2.8	594.75
Grade 2	85%	604.00	2.8	620.90
Grade 3	90%	629.40	2.8	647.00
Grade 4	95%	654.90	2.8	673.25
Grade 5	100%	682.70	2.8	701.80
Grade 6	105%	708.05	2.8	727.85
Grade 7	115%	756.75	2.8	777.95
Grade 8	125%	807.65	2.8	830.25
Grade 9	130%	833.15	2.8	856.50
Grade 10	145%	909.60	2.8	935.05

Indentured Apprentices

Year	Former Weekly Rate \$	SWC 2009 Adjustment %	Minimum Weekly Rate \$
1st	244.35	2.8	251.20
2nd	331.60	2.8	340.90



3rd	479.00	2.8	492.40
4th	550.00	2.8	565.40

## Trainee Apprentices

Year	Former Weekly Rate \$	SWC 2009 Adjustment %	Minimum Weekly Rate \$
1st	281.65	2.8	289.55
2nd	377.30	2.8	387.85
3rd	527.75	2.8	542.55
4th	579.00	2.8	595.20

**Table 2 - Additional Margins**

Item No	Clause No.	Brief Description	Amount \$
1	3.3.1.1	Qualified Supervisor Certificate (Electrician)	34.25 per week
2	3.3.1.2	Certificate of Registration (Electrician)	18.45 per week
3	3.3.2	Leading Hand Allowance	46.25 per week
4	3.3.3	Construction Work - In conditions peculiar to such work, i.e., dust blowing in the wind, etc.	24.45 per week
5	3.3.4.1	Construction Work - Special Allowance	39.25 per week
6	3.3.5	Ship Repair Work - Tradespersons All other labour	13.65 per week 11.10 per week
7	3.3.6	Tradesperson and their assistants employed in large operating power houses	18.00 per week
8	3.5.1.2	Apprentices engaged on construction work - In conditions peculiar to such work, i.e., dust blowing in the wind, etc.	24.45 per week
9	3.5.1.3	Apprentices engaged on ship repairs	13.65 per week
10	3.5.1.4	Apprentices engaged on construction work - Year of Apprenticeship 1st year 2nd year 3rd year 4th year	Per Week 24.00 35.00 45.30 53.65
11	3.5.2.2	Trainee apprentices engaged on construction work in conditions peculiar to such work, i.e., dust blowing in the wind, etc.	24.45 per week
12	3.5.2.3	Trainee Apprentices engaged on ship repairs	13.65 per week
13	3.5.2.5	Trainee apprentices engaged on construction work- Year of Apprenticeship: 1st year 2nd year 3rd year 4th year	Per week 25.45 39.00 49.30 55.80
14	5.3	Tool Allowance	14.25 per week
14	5.6	Loss of Tools- maximum compensation	470.20
14	5.7	Employee liable to pay on each claim for compensation	The first \$76.30

**Table 3 - Additional Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	15.1.1	Dirty Work Allowance	0.50 per hour
2	15.1.1.2.4	Ship Repair - Dirty Work Allowance	0.64 per hour
3	15.1.2	Confined Space Allowance	0.63 per hour
4	15.1.3	Insulation Material Allowance	0.64 per hour
5	15.1.4.1	Height Allowance - up to 15 metres	0.54 per hour
		for each further 15 meters increase in height	0.54 per hour
	15.1.4.2	Working in bosun's chair or swinging scaffold at height of -15m -for each additional 15m	0.54 per hour 0.54 per hour
6	15.1.5	Wet Allowance	0.50 per hour
7	15.1.6	Hot Places Allowance	0.50 per hour
		- 46 degrees Celsius to 54 degrees Celsius - Where temperature exceeds 54 degrees Celsius	0.64 per hour
8	15.1.7	Cold Places Allowance	0.50 per hour
9	15.1.8	Explosive Powered Tool Allowance - minimum payment per day	1.35 per day
10	15.1.9	Toxic Substance Allowance	0.65 per hour
	15.1.9.4	Employees working in close proximity to employees so engaged with such substances	0.54 per hour
11	15.1.10	Underground Work Allowance	11.58 per week
	15.1.10.5	Underground Work Allowance maximum 4 days or shifts per week	2.32 per day or shift
12	15.1.11.1	Submarine Allowance - for work inside hull	0.90 per hour
	15.1.11.2	For work in other compartments listed in 4.1.11.2	1.51 per hour
	15.1.11.3	For work inside "D", "O" and "R" tanks	1.79 per hour
13	15.1.12.4	Asbestos Allowance	1.80 per hour
14	15.1.13	Sewerage Ocean Outfall Plants Allowance	0.91 per hour
15	15.2.2.1	On construction work at the construction sites of Australian Iron and Steel Ltd and others- Compensation for disabilities experienced at these sites	47.82 per week
16	15.2.2	Corrective Establishment Allowance	1.36 per hour
17	16.4.3	5 storey levels up to and including 15 storey levels	0.46 per hour
		From 16 storey levels up to and including 30 storey levels	0.54 per hour
		From 31 storey levels up to and including 45 storey levels	0.83 per hour
		From 46 storey levels up to and including 60 storey levels	1.07 per hour
		From 61 storey levels and above	1.35 per hour

18	17	Distant Places Allowance -	
	17.1	Central Section	1.12 per day
	17.2	Western Division	1.86 per day
	17.3	Snowy Mountains Section	1.86 per day
19	28.3	First-aid Allowance	2.57 per day
20	19.5.1A.2	On Call Allowance - every part of 24 hour period outside of ordinary working hours between shifts	1.93 per hour
21	19.5.1A.3	On Call Allowance - every part of 24 hour period outside of ordinary working hours between shifts	1.93 per hour
22	19.5.1A.4	On Call Allowance - every full 24 hour period	46.25 per day
23	19.5.1A.5	On Call Allowance - every week	231.27 per week

**Table 4 - Expense Related Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	4.3.3	Motor Vehicle Allowance	0.64 per Km
2	4.4.3.1	Daily Average Excess Fares, Construction Work etc, Allowance	12.60 per week
3	4.4.3.2.2.2	Weekly Average Excess Fares Rate	59.90 per week
4	7.1.1	Living Away from Home Allowance	557.20 per week
5	7.3.3.1	Camping Allowance	16.35 per day
6	19.8.1 & 20.4.2.1	Meal Allowance	10.60 per meal

3. This variation shall take effect from the first pay period to commence on or after the 14 October 2009.

A. MACDONALD, Commissioner

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(612)

SERIAL C7281

**GROCERY PRODUCTS MANUFACTURING (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1534 of 2009)

Before Commissioner Macdonald

14 October 2009

**VARIATION**

- Delete clause 9, State Wage Case Adjustments, of the award published 2 May 2008 (365 I.G. 910), and insert in lieu thereof the following:

**9. State Wage Case Adjustments**

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

- any equivalent overaward payments; and/or
  - award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.
- Delete Table 1, Wages, (Divisions 1 to 7) of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 1 - Wages****Division 1 - Condiments**

Classifications	Former award rate per week 14 October 2008 \$	Minimum award rate per week 14 October 2009 \$
Rice, Oatmeal, Barley, Split Peas or Mustard Miller	586.50	602.90
Operator Rice Par Boiler	586.50	602.90
Assistant Operator Rice Par Boiler	575.10	591.20
Assistant Miller	575.10	591.20
Rice Fumigator	575.10	591.20
Assistant Rice Fumigator (Certified)	563.00	578.80
Coffee, Chicory, Malt or Peanut Roaster	575.10	591.20
Coffee Roaster after 18 months' continuous service or cumulative service	579.10	595.30
Person in Charge of Vacuum Pan making coffee essence	575.10	591.20
Condiment Miller	568.40	584.30
Icing Sugar Miller	568.40	584.30
Person in Charge of Bulk Stores	568.40	584.30
Drying Person and Stove Person	566.80	582.70
Presser and Bran Tub Man	564.00	579.80
Kilnman	563.00	578.80
Packerman	558.50	574.10
Rice Tipper -Tallying Off	557.90	573.50
Stacker - Over 7 High	563.00	578.80
Loader	557.00	572.60

Loader - Murrumbidgee Irrigation Area	563.00	578.80
Pulveriser Operator - Roller man	566.80	582.70
Mustard Blender	575.10	591.20
Mustard Siever	564.00	579.80
Mustard Seed Cleaner	564.00	579.80
Mustard Dryer	564.00	579.80
Fork Lift Driver	569.00	584.90
All Other Employees	552.70	568.20

### Division 2 - Cereal Foods

#### Section A - Macaroni, Vermicelli or Spaghetti

Classifications	Former Award Rate Per Week 14 October 2008 \$	Minimum Award Rate Per Week 14 October 2009 \$
Macaroni, Vermicelli or Spaghetti Plant - Man in Charge	586.60	603.00
Machine Operator	561.80	577.50
Fork Lift Driver	569.00	584.90
All Other Employees	552.70	568.20

#### Section B -Other Cereal Foods

Classifications	Former Award Rate Per Week 14 October 2008 \$	Minimum Award Rate Per Week 14 October 2009 \$
Miller and/or Roller Person	572.00	588.00
Ovensperson, Stoveperson, Cooker, Dressing Room and Drying Room Person	572.00	588.00
Pressperson and/or Moulder	564.00	579.80
Packer	558.50	574.10
Wheat Cleaner	557.90	573.50
Corn Mill Operator	586.50	602.90
Silo Operator	574.30	590.40
Flavourperson	572.00	588.00
Person Working at Silos	557.90	573.50
Puffing Tower Operator	584.60	601.00
Fork Lift Driver	569.00	584.90
All Other Employees	552.70	568.20

### Division 3 - Jellies, Puddings, Custards, Self-raising Flour and Cake Mixes

Classifications	Former Award Rate Per Week 14 October 2008 \$	Minimum Award Rate Per Week 14 October 2009 \$
Person actually engaged in mixing from a formula the ingredients for custard powder, jelly blending, baking powder, puddings, self-raising and cake mixes and who in addition may be in charge of employees doing such work	575.10	591.20
Machine Operator Maintenance	575.10	591.20
Flour Tipper	558.50	574.10
Adequate Weigher	558.50	574.10

Fork Lift Driver	569.00	584.90
All Other Employees	552.70	568.20

**Division 4 - Noodles and Soup Powders**

Classifications	Former Award Rate Per Week 14 October 2008 \$	Minimum Award Rate Per Week 14 October 2009 \$
Cooker	558.10	573.70
Drum Dryer Operator	558.10	573.70
Person actually engaged in mixing from a formula ingredients for noodles and soup powders	575.10	591.20
Fork Lift Driver	569.00	584.90
All Other Employees	552.70	568.20

**Division 5 - Boot, Floor and Stove Polishes**

Classifications	Former Award Rate Per Week 14 October 2008 \$	Minimum Award Rate Per Week 14 October 2009 \$
Person in Charge of one or More Persons	573.60	589.70
Paste Maker	560.00	575.70
Fork Lift Driver	569.00	584.90
All Other Employees	552.70	568.20

**Division 6 - Drugs**

Classifications	Former Award Rate Per Week 14 October 2008 \$	Minimum Award Rate Per Week 14 October 2009 \$
Miller	587.00	603.40
Assistant Miller	571.20	587.20
Fork Lift Driver	569.00	584.90
All Other Employees	552.70	568.20

**Division 7 - Miscellaneous**

Classifications	Former Award Rate Per Week 14 October 2008 \$	Minimum Award Rate Per Week 14 October 2009 \$
Combined Miller	581.30	597.60
Stone Dresser	581.30	597.60
Fork Lift Driver	569.00	584.90
All Other Employees	552.70	568.20

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

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Subject Matter	Amount \$
1	6(i)	Shift Work - Day, Afternoon, Night	59.65 per week
2	6(ii)	Shift Work - Day, Night	59.65 per week

3	6(iii)	Shift Work - Afternoon, Night	88.12 per week
4	6(iv)	Shift Work - Afternoon	88.12 per week
5	6(v)	Shift Work - Night	132.20 per week
6	6(vi)	Shift Work - Change of Shift	30.69 per week
7	7(iii)	Leading Hands	4.70 per day
8	7(iv)(a)	Mill Hand - making mustard	2.69 per shift
9	7(iv)(b)	Grinding Chillies	85 cents per hour
10	7(iv)(c)	Packing/Unpacking	1.27 per day
11	10(iv)	Meal Allowance - more than two hours overtime	7.96 (1st meal)
12	10(iv)	Meal Allowance - six hours or more	6.69 (2nd meal)
13	31	Dusty Conditions	2.85 per shift
14	4(e)(i)	Payment for Meal Break on Day Shift Where Mill Runs Two Shifts	2.31 per shift

4. This variation shall take effect from the first full pay period commencing on or after 14 October 2009.

A. MACDONALD, Commissioner

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**LOCAL GOVERNMENT (ELECTRICIANS) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Electrical Trades Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1310 of 2009)

Before Commissioner Cambridge

30 October 2009

**VARIATION**

1. Delete Part B, Monetary Rates of the award published 30 November 2007 (364 I.G. 453) and insert in lieu thereof the following:

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

	Rate of Pay Per Week \$	SWC 2009 %	Total Rate of Pay \$
Technical/Trades Band Level 1	672.80	2.8	691.60
Technical/Trades Band Level 2	740.00	2.8	760.70
Technical/Trades Band Level 3	846.60	2.8	870.30
Professional Band Level 1	740.00	2.8	760.70
Professional Band Level 2	846.60	2.8	870.30
Professional Band Level 3	949.00	2.8	975.60
Professional Band Level 4	1109.00	2.8	1140.10
Apprentice 1 year	372.40	2.8	382.80
Apprentice 2 year	439.90	2.8	452.20
Apprentice 3 year	505.30	2.8	519.40
Apprentice 4 year	568.90	2.8	584.80

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

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

**Table 2 - Other Rates and Allowances**

Clause 7 Special Allowance	Amount \$
(a) Dirty work	0.29
(b) Wet places	0.34
(c) Confined spaces	0.34
(d) Working underground	0.29
(e) Working with raw sewerage	6.45



Clause 8 Tool Allowance	
(i) Tools Electrical Tradesperson	26.80
(iv) (b) Compensation for lost tools	67.60
Clause 14 On call	
(iii) on call allowance	88.10
Clause 15 Meal Time Allowance	(CPI 5.7%)
(i) meal allowance	12.70
(ii) (a) meal allowance	12.70
(ii) (b) meal allowance on overtime	9.70
Clause 24 Travelling Allowance	
3-10km	4.20
10-20km	7.50
20-30km	10.60
30-40km	13.70
40-50km	17.00
Each additional km	0.33
Clause 27 Driving of Motor Vehicles	
(ii) (a) Use of private motor vehicle	
Under 2.5litres	0.64
2.5 litres and over	0.73
(b) Minimum yearly allowance	6,984.00
Clause 28 Industry Allowance	
Industry allowance	44.35
Clause 31 Miscellaneous	
(ii) (a) West of the line allowance	1.03
(iii) First aid allowance	2.57

2. This variation shall take effect from the first full pay period to commence on or after 9 September 2009.

I. W. CAMBRIDGE, Commissioner

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**MISCELLANEOUS WORKERS' - KINDERGARTENS AND CHILD  
CARE CENTRES, &c. (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C7199 published 30 October 2009

(369 I.G. 566)

(No. IRC 1322 of 2009)

**CORRECTION**

For instruction 4, delete the words:

**"FROM THE FIRST PAY PERIOD COMMENCING ON OR AFTER 30 JULY 2008"**

and substitute the following:

**"FROM THE FIRST PAY PERIOD COMMENCING ON OR AFTER 8 SEPTEMBER 2009"**

G. M. GRIMSON *Industrial Registrar.*

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(517)

SERIAL C7293

**OCCUPATIONAL HEALTH NURSES' (STATE) AWARD 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1434 of 2009)

Before Commissioner Cambridge

29 October 2009

**VARIATION**

1. Delete subclause (ii) of clause 6, Salaries, of the award published 16 July 2004 (345 I.G. 306), and insert in lieu thereof the following:
  - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (a) any equivalent overaward payments, and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

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

	Former Wage Rate \$	SWC 2009 Adjustment %	Total Rate \$
<b>Assistant in Nursing</b>			
1st year	569.10	2.8%	585.00
2nd year	580.60	2.8%	596.90
3rd year	592.30	2.8%	608.90
4th year	604.20	2.8%	621.10
<b>Enrolled Nurse</b>			
1st year	612.60	2.8%	629.80
2nd year	627.10	2.8%	644.70
3rd year	649.40	2.8%	667.60
4th year	667.80	2.8%	686.50
Thereafter	680.60	2.8%	699.70
<b>Occupational Health Nurse</b>			
Under Supervision -			
1st year of service	853.20	2.8%	877.10
2nd year of service	884.50	2.8%	909.30
Relieving Nurse	884.50	2.8%	909.30
UG1 Qualification	910.30	2.8%	935.80
Sole Occupational Health Nurse	910.30	2.8%	935.80

Senior Occupational Health Nurse	987.50	2.8%	1015.20
Senior Occupational Health Nurse in charge	1029.50	2.8%	1058.30
Principal Occupational Health Nurse	1093.60	2.8%	1124.20

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	6(v)	Meal Allowance	10.41 per meal
2	9(i)	Close Call	7.19 per day
3	9(ii)	Own vehicle Allowance Under 1600cc Over 1600cc	64.88 cents per km 87.98 cents per km
4	26(i)	Uniform Allowance	637.59 per annum or 12.26 per week
5	26(ii)	Laundering Allowance	7.16 per week
6	26(iii)	Stocking Allowance	4.48 per week

3. This variation shall take effect from the beginning of the first pay period to commence on or after 11 October 2009.

I. W. CAMBRIDGE, Commissioner

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**PASTRYCOOKS (SPECIFIED WHOLESALERS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1538 of 2009)

Before Commissioner Macdonald

14 October 2009

**VARIATION**

1. Delete paragraph (a), Adults, of subclause (i) Full-time Employees, of clause 2, Wages, of Part 2, Appendix 1 - Specified Wholesalers, of the award published 14 September 2001 (327 I.G. 819), and insert in lieu thereof the following:

- (a) Adults - Any employee 21 years of age or over shall be paid not less than the minimum award wage rates of pay set out opposite the classification which the employee is allocated by the employer.

Classification	Former Award Wage Rate (Per Week) 18 October 2008 \$	Minimum Award Wage Rate (Per Week) 18 October 2009 \$
Foreperson/Supervisor	652.00	670.30
Pastry Cook/Tradesperson - Employed Ornamenting	621.60	639.00
Pastry Cook/Tradesperson	619.20	636.50
Pastry Cook/Other	591.10	607.70
Head Packer	632.40	650.10
Stacker (Licensed)	598.70	615.50
Motor Van Driver	593.90	610.50
Checker/Loader	578.40	594.60
Packer Group 1	575.80	591.90
Packer Group 2	567.20	583.10
Assistant Group 1	578.00	594.20
Assistant Group 2	571.80	587.80
Assistant Group 3	566.80	582.70

2. Delete paragraph (c), Apprentices of the said subclause (i), of clause 2, and insert in lieu thereof the following.

- (c) Apprentices - The minimum rate of pay for apprentices shall be ascertained by applying the rate of pay set out opposite the year of an apprentice's indenture.

Classification	Minimum Award Wage Rate (Per Week) 18 October 2008 \$	Minimum Award Wage Rate (Per Week) 18 October 2009 \$
1st Year	316.50	325.35
2nd Year	360.15	370.25
3rd Year	413.55	425.15
4th Year	502.75	516.85

3. Delete subclause (b) of clause 3, Arbitrated Safety Net Adjustments, of Appendix 1 of Part 2, and insert in lieu thereof the following:
- (b) The rates of pay in this award include the adjustments payable under the State Wage Case May 2009. These adjustments may be offset against:
- (i) any equivalent over award payments, and/or
- (ii) award wage increases since 29 May 1991 other than Safety Net, State Wage Case, and Minimum Rates Adjustments."
4. Delete subclauses (h), (i), (j), (k), (l), (m) and (o) appearing in the table in clause 6, Allowances, of Appendix 1 of Part 2, and insert in lieu thereof the following:

Subclause	Description	Amount 2008 \$	Amount 2009 \$
(h)	Leading Hands		
	10 employees or less	20.10 per week	20.65 per week
	11 - 20 employees	36.90 per week	37.95 per week
	20 employees or more	43.30 per week	44.50 per week
(i)	Freezer		
(1)	Between 0° to 8° (inclusive)	3.45 per day	3.55 per day
(2)	Between 0° to (-18)° (inclusive)	5.65 per day	5.80 per day
(3)	Below - 18°	9.45 per day	9.70 per day
(j)	First Aid	12.71	13.07
(k)	Overtime - for more than two hours	11.30 per meal	11.85 per meal
(l)	Laundry Allowance	8.53 per week	8.77 per week
(m)	Collecting Monies (motor van driver)	7.61 per week	7.82 per week
(o)	Apprentices Yearly technical college certificate (passes examination)	5.90	6.05
	Successful completion of 2½ year trade course	16.60	17.05

5. This variation shall take effect from the first pay period commencing on or after 18 October 2009.

A. MACDONALD, Commissioner

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(520)

**SERIAL C7280****PASTRYCOOKS, &c. (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1537 of 2009)

Before Commissioner Macdonald

14 October 2009

**VARIATION**

1. Delete subclause (b) of clause 7, Wages, of the award published 8 March 2002 (331 I.G. 1307), and insert in lieu thereof the following:
  - (b) The rates of pay in this award include the adjustments payable under the State Wage Case of 2009. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991, other than Safety Net, State Wage Case, and Minimum Rates Adjustments.
2. Delete subclause (i), Adults, of clause 1, Minimum Award Wage Rate, of Appendix 1 - Industry (Not Elsewhere Specified), of Part 2 - Special Enterprise and Industry Provisions, and insert in lieu thereof the following:
  - (i) Adults:

Any employee 21 years of age or over shall be paid not less than the rates of pay set out opposite the classification which the employee is allocated by the employer under the heading, Minimum Award Wage Rate.

Classification	Former Award Wage Rate (Per Week) 18 October 2008 \$	Minimum Award Wage Rate (Per Week) 18 October 2009 \$
Foreperson/Supervisor	634.50	652.30
Baking Tradesperson	610.00	627.10
Pastry Group 1, 2 and 3 where only one employed	610.00	627.10
Pastry Cook Group 1, 2 and 3 - employed ornamenting	607.90	624.90
Pastry Cook - Group 1	605.40	622.40
Pastry Cook - Group 2	578.10	594.30
Pastry Cook - Group 3	556.40	572.00
Head Packer - Group 1	618.10	635.40
Head Packer - Group 2	566.00	581.80
Stackerperson (Licensed)	585.40	601.80
Motor Van Driver	568.40	584.30
Packer Group 1	563.50	579.30
Packer Group 2	552.70	568.20
Assistant Group 1	565.60	581.40
Assistant Group 2	559.50	575.20
Assistant Group 3	554.70	570.20
Assistant Group 4	552.70	568.20

3. Delete subclause (iii) Apprentices, of clause 1, Minimum Award Wage Rate, of said Appendix 1, and insert in lieu thereof the following:

- (iii) Apprentices: The minimum rate of pay for apprentices shall be ascertained by applying the rate of pay set out opposite the year of an apprentices indenture.

Classification	Former Award Wage Rate Per Week 18 October 2008 \$	Minimum Award Wage Rate Per Week 18 October 2009 \$
1st Year	304.00	312.50
2nd Year	346.00	355.70
3rd Year	393.10	404.10
4th Year	483.10	496.65

Adult Apprentices: The minimum rate of pay for adult apprentices (21 years of age and over), shall remain at the second year rate for the first 2 years of the indenture.

4. Delete clause 2 - Allowances, in Appendix 1, and insert in lieu thereof the following:

Subclause	Description	Amount 2008 \$	Amount 2009 \$
(vi)	Leading Hands		
(a)	10 employees or less	20.60 per week	21.20 per week
(b)	11 - 20 employees	34.65 per week	35.60 per week
(c)	20 employees or more	44.35 per week	45.60 per week
(vii)	Freezer		
(a)	Between 0° to (-18)° inclusive	2.20 per day	2.25 per day
(b)	Below - 18°	3.65 per day	3.75 per day
(viii)	First Aid	12.95 per week	13.31 per week
(ix)	Overtime For more than 2 hours	11.25 per meal	11.80 per meal
(x)	Laundry Allowance	8.53 per week	8.77
(xi)	Collecting monies (motor van driver)	3.36 per week	3.45 per week
(xiii)	Apprentices Yearly technical college certificate (passes examination) Successful completion of 2½ year trade course	6.05 per week For 12 months  17.00 per week	6.20 For 12 months  17.50 per week

5. This variation shall take effect from the first pay period commencing on or after 18 October 2009.

A. MACDONALD, Commissioner



(1144)

SERIAL C7299

## PROFESSIONAL ENGINEERS AND PROFESSIONAL SCIENTISTS (PRIVATE INDUSTRY) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), Industrial Organisation of Employees.

(No. IRC 1525 of 2009)

Before Commissioner Bishop

21 October 2009

### VARIATION

1. Delete paragraph 4.2.3 of clause 4, Salaries and Classifications, of the award published 18 August 2000 (317 I.G. 1030), and insert in lieu thereof the following:

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

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

### PART B

#### MONETARY RATES

**Table 1 - Salaries**

Classification	Award Salary per year \$
Level 1A Professional Scientist (Graduate/Diplomate - 3 year course)	40,128
Level 1 Professional Engineer/Level 1B Professional Scientist (Graduate 4 or 5 year course)	41,307
Level 2 Professional Engineer/Professional Scientist (Experienced)	48,055
Level 3 Professional Engineer/Professional Scientist	52,704
Level 4 Professional Engineer/Professional Scientist	59,678

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	9.4	Meal Allowance	12.78
2	18.3	Use of private vehicle	Not less than 66 cents per kilometre

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 1 November 2009.

E. A. R. BISHOP, Commissioner

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(1470)

SERIAL C7298

## PROFESSIONAL SURVEYORS (PRIVATE INDUSTRY) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch),  
Industrial Organisation of Employees.

(No. IRC 1524 of 2009)

Before Commissioner Bishop

21 October 2009

### VARIATION

1. Delete subclause 4.5 of clause 4, Salaries and Classifications, of the award published 12 January 2001 (321 I.G. 569), and insert in lieu thereof the following:

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

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

2. Delete subclauses 10.8 and 10.9 of clause 10, Overtime, Sundays and Public Holiday Work, and insert in lieu thereof the following:

10.8 An employee required to work beyond two hours after the usual finishing time of work shall be paid a meal allowance of \$8.18 for the meal and for each subsequent meal, or be provided with an adequate meal.

10.9 An employee required to work on a Sunday or public holiday for more than four hours shall either be supplied with a meal by the employer or paid \$8.18 for the meal taken during the first and/or subsequent crib break.

3. Delete subclause 19.2, of clause 19, Travelling Expenses and Travelling Time, and insert in lieu thereof the following:

19.2 If an employee is directed to work at a place other than his/her usual place of employment the fares which shall be payable under this clause shall be such as to enable him/her to travel economy class, where available. However, air travel shall be economy class. In the case of economy air travel an allowance of \$8.18 shall be paid for each meal period occurring during the duration of the travel provided the employee did not receive a meal in flight for each period concerned.

4. Delete clause 21, Vehicle Allowance, and insert in lieu thereof the following:

#### 21. Vehicle Allowance

In cases where it is mutually agreed that an employee will be required to use their private vehicle on the employer's business on a casual or incidental basis, an employee shall be paid the following rates where applicable:

Vehicles up to and including 2000 cc	51.11 cents per kilometre
Vehicles over 2000 cc	70.48 cents per kilometre
Four wheel drive vehicles	83.18 cents per kilometre

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

## PART B

### MONETARY RATES

**Table 1 - Salaries**

Classification	Total Full-Time Award Rate Per Week \$	Full-time and Part- Time Hourly Rate \$	Casual Hourly Rate \$
Group A Graduate Surveyors			
1 <sup>st</sup> Year	757.47	19.93	23.92
2 <sup>nd</sup> Year	781.96	20.58	24.69
3 <sup>rd</sup> Year	804.19	21.17	25.39
4 <sup>th</sup> Year	826.53	21.75	26.10
5 <sup>th</sup> Year	848.78	22.34	26.80
Registered Surveyors			
1 <sup>st</sup> Year	871.12	22.92	27.51
2 <sup>nd</sup> Year	891.33	23.46	28.15
3 <sup>rd</sup> Year	911.42	23.98	28.78
4 <sup>th</sup> Year	956.01	25.16	30.19
Group B Professional Surveyors	1000.70	26.34	31.60
Group C Professional Surveyors	1134.44	29.85	35.83

6. This variation shall take effect from the beginning of the first full pay period to commence on or after 20 March 2010.

E. A. R. BISHOP, Commissioner

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(577)

SERIAL C7233

**RESTAURANTS, &c., EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1406 of 2009)

Before Commissioner Macdonald

18 September 2009

**VARIATION**

1. Delete Part B, Monetary Rates, of the award published 19 January 2001 (321 I.G. 759), and insert in lieu thereof the following:

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

Grade	Wage Total \$
1	568.10
2	586.20
3	613.60
4	633.60
5	670.40
6	713.70
7	736.60

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

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

**Table 2 - Other Rates And Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	7.1	Meal Allowance	12.29
2	14.2	Apprentice's Tool Allowance	0.76 per week
3	23.1	Laundry Allowance: - special clothing requiring ironing  - special clothing not requiring ironing	3.56 per day to a maximum of 10.68 2.00 per day to a maximum of 6.19

2. This variation shall commence from the first full pay period on or after 18 September 2009.

A. MACDONALD, Commissioner

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## SOCIAL AND COMMUNITY SERVICES EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Services Union of N.S.W., Industrial Organisation of Employees.

(No. IRC 1440 of 2009)

Before Commissioner Cambridge

28 October 2009

### VARIATION

1. Delete subclause 22.1 of clause 22 Rates of Pay, of the award published 14 July 2006 (360 I.G. 1) and insert in lieu thereof the following:
  - 22.1 Employees shall be paid in accordance with Table 1 of Part IX of the award.
2. Delete clause 30 State Wage Case, and insert in lieu thereof the following:

#### 30. State Wage Case

- 30.1 The rates of pay in this award include the adjustments payable under the State Wage Case 2009. The adjustments may be offset against:
  - (a) any equivalent overaward payments; and/or
  - (b) award wage increase since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
3. Delete Table 1 - Rates of Pay, and Table 5 - Allowances of Part IX Monetary Rates and insert in lieu thereof the following:

**Table 1 - Rates of Pay effective first full pay period to commence on or after 28 September 2009**

Community Services Worker Grade 1			
	Per Annum	Weekly	Hourly
	\$	\$	\$
Year 1	30,091.00	577.12	15.19
Year 2	31,231.00	598.98	15.76
Year 3	32,371.00	620.85	16.34
Community Services Worker Grade 2			
Year 1	34,422.00	660.18	17.37
Year 2	35,904.00	688.61	18.12
Year 3	37,385.00	717.01	18.87
Year 4	38,981.00	747.62	19.67
Community Services Worker Grade 3			
Year 1	40,363.00	774.13	20.37
Year 2	41,889.00	803.39	21.14
Year 3	43,416.00	832.68	21.91
Year 4	44,941.00	861.93	22.68
Year 5	46,586.00	893.48	23.51

Community Services Worker Grade 4			
Year 1	47,876.00	918.22	24.16
Year 2	49,283.00	945.21	24.87
Year 3	50,694.00	972.27	25.59
Year 4	52,102.00	999.27	26.30
Community Services Worker Grade 5			
Year 1	53,510.00	1,026.28	27.01
Year 2	55,857.00	1,071.29	28.19
Community Services Worker Grade 6			
Year 1	60,555.00	1,161.39	30.56
Year 2	64,077.00	1,228.94	32.34

**Table 5 - Allowances effective first full pay period to commence on or after 28 September 2009**

Item No.	Clause No.	Brief Description	Amount \$
1	31.1	First Aid	8.80 per week 1.77 per day
2	32	On Call	18.24 per day
3	33	Motor Vehicle	0.57

4. This variation shall take effect from the first full pay period to commence on or after 28 September 2009.

I. W. CAMBRIDGE, Commissioner

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(709)

**SERIAL C7284****STARCH MANUFACTURERS, &c. (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1540 of 2009)

Before Commissioner Macdonald

14 October 2009

**VARIATION**

1. Delete subclause (v) of clause 2, Rates of Pay, of the award published 8 June 2001 (325 I.G. 370), and insert in lieu thereof the following:
  - (v) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (a) any equivalent over award payments; and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table (a), Adults, of Division I - Wheaten Starch, and Division II - Starch (Other than Wheaten Starch) of Appendix 1 - Wage Rates, and insert in lieu thereof the following:

**APPENDIX 1****WAGE RATES****ADULTS**

- (i) **DIVISION I - WHEATEN STARCH**
  - (a) Adults: The following weekly wage shall be paid:

Classifications	Former Award Rate (Per Week) 14 Oct 2008 \$	Minimum Award Rate (Per Week) 14 Oct 2009 \$
Process Attendants - Hydrolyzed Protein	588.20	604.70
Process Attendants - Other	577.90	594.10
Forklift Drivers	581.90	598.20
All Other Employees	563.30	579.10

- (ii) **Division II - Starch (Other Than Wheaten Starch)**
  - (a) Adults: The following weekly rates shall be paid:

Classifications	Former Award Rate (Per Week) 14 Oct 2008 \$	Minimum Award Rate (Per Week) 14 Oct 2009 \$
Feedhouse Dryer Operator	574.50	590.60
Starch Treater	574.50	590.60

Starch/Gluten Separator Operator	574.50	590.60
Germ/Fibre Separator Operator	574.50	590.60
Evaporator Operator	569.00	584.90
Starch Dryer Operator	569.00	584.90
Gluten Dryer Operator	569.00	584.90
Expeller Operator (Oil)	569.00	584.90
Steepperson	569.00	584.90
Forklift Driver	569.00	584.90
Dry Blend Operator	563.50	579.30
Drum Dryer Operator	563.50	579.30
Feed Packer	559.70	575.40
Starch Packer	559.70	575.40
Filter Press Operator	559.70	575.40
All Other Employees	552.70	568.20

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

## APPENDIX 2

### OTHER RATES AND ALLOWANCES

Item 1	Additional Rates	51 cents per hour
Item 2	Leading Hands	\$4.50 per day
Item 3	First Aid	\$9.90 per week
Item 4	Afternoon Shifts (Division 1)	\$23.02 per shift
Item 5	Rotating Night Shifts (Division 1)	\$28.58 per shift
Item 6	Non-rotating night shift (Division 1)	\$34.92 per shift
Item 7	Change of Shift Allowance (Division 1)	\$19.13 per shift
Item 8	Day, Afternoon and Night Shifts in regular weekly rotation (Division 1)	\$58.53 per week
Item 9	Day and night shifts only in regular weekly rotation (Division 11)	\$58.53 per week
Item 10	Afternoon and Night Shifts only in regular weekly rotation (Division 11)	\$86.53 per week
Item 11	Afternoon Shifts only (Division 11)	\$86.60 per week
Item 12	Permanent night shifts only (Division 11)	\$129.83 per week
Item 13	Change of Shift Allowances (Division 11)	\$30.13 per week
Item 14	Payment with meal relief on day shift	2.26 per shift
Item 15	Meal Allowance	8.00 per meal

4. This variation shall take effect from the first pay period commencing on or after 14 October, 2009.

A. MACDONALD, Commissioner

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(631)

**SERIAL C7282**

## **STOREMEN AND PACKERS, WHOLESALE PAINT, VARNISH AND COLOUR STORES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1532 of 2009)

Before Commissioner Macdonald

14 October 2009

### **VARIATION**

1. Delete subclause (vi) of clause 5, Wages of the award published 14 December 2001 (330 I.G. 327), and insert in lieu thereof the following:
  - (vi) The rates of pay in this award include the adjustments payable under the State Wage Case 2009. These adjustments may be offset against:
    - (a) any equivalent overaward payments; and/or
    - (b) award wage increases since 29 May 1991, other than safety net, State Wage Case and minimum rates adjustment.
  
2. Delete Part B Monetary Rates and insert in lieu thereof the following:

### **PART B**

#### **MONETARY RATES**

**Table 1 - Minimum Award Wage Rates**

Classification	Minimum Award Wage Rate (Per Week) SWC 26 November 2008 \$	Minimum Award Wage Rate (Per Week) SWC 26 November 2009 \$
Adults: Head Storeman/Storewoman	642.90	660.90
Drivers Of Mobile Crane: Lifting Capacity: Up to and including 5 tonnes	607.90	624.90
Exceeding 5 tonnes but not exceeding 10 tonnes	607.90	624.90
Exceeding 10 tonnes but not exceeding 20 tonnes	627.40	645.00
Over 20 tonnes	627.40	645.00
Drivers Of Forklift:	607.90	624.90
All Other Employees - 12 months or more:	601.80	618.70
All Other Employees - Less than 12 months:	586.20	602.60

**Table 2 - Other Rates And Allowances**

Item No.	Clause No.	Description	Amount \$
1	5(iv)(a)	Dry Colour Section: Weekly Employees	1.55 per week
2	5(iv)(a)	Casual Labor	3.13 per hour
3	5(iv)(a)	Juniors	1.55 per week
4	5(iv)(b)	Open Containers and weigh dry colour	1.09 cents/week
5	5(v)a	Operates a forklift	76 cents/hour
6	5(v)b	Operates a Mobile Crane	91 cents/hour
7	9	Meal Allowance	11.80 per meal
8		Leading Hand In charge of 1-5 In charge of 6-10 In charge of 11-15 In charge of over 15	19.10 per week 28.85 per week 39.30 per week 49.45 per week

3. This variation shall take effect from the first full pay period commencing on or after 26 November 2009.

A. MACDONALD, Commissioner

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SERIAL C7291

**ENTERPRISE AGREEMENTS APPROVED  
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

**EA09/41 - The Australian Workers' Union and Bev Roe Casual Cherry Harvest Enterprise Agreement 2009**

**Made Between:** Bev Roe -&- The Australian Workers' Union, New South Wales .

**New/Variation:** New.

**Approval and Commencement Date:** Approved and commenced 26 October 2009.

**Description of Employees:** The agreement applies to all casual employees employed by Bev Roe, located at Lot 4, Oaklands Road, Jerilderie NSW 2716, who are members or are eligible to be members of the AWU whose employment falls within the classification of Levels 1, 2, and 3, who fall within the coverage of the Horticultural Industry (State) Consolidated Award.

**Nominal Term:** 12 Months.

**EA09/42 - Nurses, Preterm Foundation, (State) Enterprise Agreement 2009**

**Made Between:** The Preterm Foundation -&- the New South Wales Nurses' Association.

**New/Variation:** Replaces EA06/298.

**Approval and Commencement Date:** Approved and commenced 22 October 2009.

**Description of Employees:** The agreement applies to all nurses employed by the Preterm Foundation located at 1-5 Randle Street, Surry Hills NSW 2010, who fall within the coverage of the Public Health System Nurses' and Midwives' (State) Award 2008

**Nominal Term:** 36 Months.

**EA09/43 - St Vincent's Private Hospital Darlinghurst Enterprise Agreement 2009**

**Made Between:** St Vincent's Hospital, St Vincents and Mater Health Sydney Limited -&- the Health Services Union.

**New/Variation:** Replaces EA07/13.

**Approval and Commencement Date:** Approved and commenced 21 October 2009.

**Description of Employees:** The agreement applies to Support Service employees ( employed by St Vincent's Private Hospital located at 406 Victoria Street, Darlinghurst NSW 2010, as defined in clause 9, Definitions of this agreement, who fall within the coverage of the Private Hospital Employees (State) Award 2006.

**Nominal Term:** 36 Months.

**EA09/44 - Wollongong City Council Enterprise Agreement**

**Made Between:** Wollongong City Council -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Development and Environmental Professionals' Association, The Local Government Engineers' Association of New South Wales.

**New/Variation:** Replaces EA05/228.

**Approval and Commencement Date:** Approved 23 October 2009 and commenced 1 July 2009.

**Description of Employees:** The agreement applies to all employees employed by Wollongong City Council, located at 41, Burelli Street, Wollongong.

**Nominal Term:** 36 Months.

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