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(1877)

SERIAL C8157

CARE WORKER EMPLOYEES - DEPARTMENT OF FAMILY AND COMMUNITY SERVICES - AGEING DISABILITY AND HOME CARE (STATE) AWARD 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by United Voice, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 888 of 2013)

Before The Honourable Justice Backman

12 November 2013

VARIATION

1. Delete Table 1 - Salaries and Table 2 - Other Rates and Allowances of Part I, Monetary Rates of the award published 5 October 2012 (374 I.G. 1178) and insert in lieu thereof the following:

Table 1 - Salaries

Classification	Basis	Rate per hour 1st Full pay on or after 1 Sept 2012 (2.5% Increase) \$	Rate per week (38 Hours) 1st Full pay on or after 1 Sept 2012 (2.5% Increase) \$	Rate per hour 1st Full pay on or after 1 Sept 2013 (2.27% Increase) \$	Rate per week 1st Full pay on or after 1 Sept 2013 (2.27% Increase) \$
Home Aide/	Permanent	19.99	759.35	20.44	776.72
Home Aide/	Casual	23.97		24.51	
Grade 1	Permanent	19.73	749.77	20.18	766.84
Grade 1	Casual	23.68		24.22	
Grade 2	Permanent	20.72	787.29	21.19	805.22
Grade 2	Casual	24.87		25.43	
Grade 3	Permanent	22.40	851.17	22.91	870.58
Grade 3	Casual	26.88		27.49	
		Weekly Rate (38 hours per week)	Daily rate	Weekly Rate (38 hours per week)	Daily rate
Live in Housekeeper	Permanent	1,321.45	330.36	1,351.58	337.90
Live in Housekeeper	Casual	1,585.75	396.43	1,621.90	405.48

Table 2 - Other Rates and Allowances

Description	FFPP 1 Sept 12 \$	FFPP 1 Sept 13 \$
Overnight Care	134.62 per task	137.68 per task
Presenter - Gd 4	23.93	24.47
Competency Assessor - Gd 4	23.93	24.47
Equipment Allowance	2.37	2.42
Tea Money	10.63	10.87
Travel Allowance	70.7 cents per kilometre	70.7 cents per kilometre

2. This variation shall take effect from the beginning of the first full paid period to commence on or after 1 September 2013

A. F. BACKMAN *J*

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**CROWN EMPLOYEES (CORRECTIONAL OFFICERS,
DEPARTMENT OF ATTORNEY GENERAL AND JUSTICE -
CORRECTIVE SERVICES NSW) AWARD 2007 FOR KEMPSEY,
DILLWYNIA AND WELLINGTON CORRECTIONAL CENTRES**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

(Nos. IRC 154 of 2011 and IRC 86 of 2012)

CORRECTION

- A. The Award of 13 April 2012, Serial C7836, published 10 August 2012 (373 I.G. 1187), is corrected as follows:
1. For the title "Crown Employees (Correctional Officers, Department of Corrective Services) Award 2007 for Kempsey, Dillwynia and Wellington Correctional Centres" appearing at the top of page 1187 substitute the following:

**CROWN EMPLOYEES (CORRECTIONAL OFFICERS,
DEPARTMENT OF ATTORNEY GENERAL AND JUSTICE -
CORRECTIVE SERVICES NSW) AWARD 2007 FOR KEMPSEY,
DILLWYNIA AND WELLINGTON CORRECTIONAL CENTRES**

- B. The Variation of 3 July 2012, Serial C7943, published 10 August 2012 (373 I.G. 1204), is corrected as follows:
1. For the title "Crown Employees (Correctional Officers, Department of Corrective Services) Award 2007 for Kempsey, Dillwynia and Wellington Correctional Centres" appearing at the top of page 1204 substitute the following:

**CROWN EMPLOYEES (CORRECTIONAL OFFICERS,
DEPARTMENT OF ATTORNEY GENERAL AND JUSTICE -
CORRECTIVE SERVICES NSW) AWARD 2007 FOR KEMPSEY,
DILLWYNIA AND WELLINGTON CORRECTIONAL CENTRES**

G. M. GRIMSON *Industrial Registrar.*

(901)

SERIAL C8165

**CROWN EMPLOYEES (EDUCATION EMPLOYEES DEPARTMENT
OF ATTORNEY GENERAL AND JUSTICE - CORRECTIVE
SERVICES NSW) AWARD 2014**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Attorney General and Justice.

(No. IRC 1032 of 2013)

Before The Honourable Justice Staff

20 December 2013

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
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PART A

- | | |
|-----|---|
| 1. | Arrangement |
| 2. | Definitions |
| 3. | Conditions Fixed by other Instruments of Employment |
| 4. | Qualifications |
| 5. | Salaries |
| 6. | Salary Packaging Arrangements, including Salary Sacrifice to Superannuation |
| 7. | Incremental Progression and Calculation of Service |
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| 15. | Part-time Work |
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| 21. | Harassment Free Workplace |
| 22. | Deduction of Federation Membership Fees |
| 23. | Dispute Resolution Procedures |
| 24. | Duties as Directed |
| 25. | No Further Claims |
| 26. | Area, Incidence and Duration |

PART B

MONETARY RATES

Table 1 - Salaries

2. Definitions

- 2.1 "Act" means the Public Sector Employment and Management Act 2002, or any replacement Act.
- 2.2 "AEVTI" means the Adult Education and Vocational Training Institute, which is the registered provider of adult education and vocational training for inmates within Corrective Services NSW.
- 2.3 "Conditions Award" means the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied from time to time, or any replacement Award.
- 2.4 "Correctional Centre" means a centre administered by Corrective Services NSW to accommodate persons committed by a court of law.
- 2.5 "Correctional Education Officer" means an employee appointed as such and who is qualified as provided in sub clause 4.3 of this Award and who is required to undertake the duties specified in clause 12 of this Award.
- 2.6 "Corrective Services NSW (CSNSW)" means a division within the Department of Attorney General and Justice.
- 2.7 "Day Worker" means an employee, other than a shift worker, whose ordinary hours of work are from Monday to Friday with hours as specified for the particular classification.
- 2.8 "Division Head" means the Director General of the Department of Attorney General and Justice.
- 2.9 "Employee" means a member of staff as defined under section 3 of the Act.
- 2.10 "Federation" means the New South Wales Teachers Federation.
- 2.11 "Personnel Handbook" means the NSW Public Service Personnel Handbook, published by the Public Service Commission, or any replacement publication.
- 2.12 "Regulation" means the Public Sector Employment and Management Regulation 2009 or any replacement Regulation.
- 2.13 "Senior Correctional Education Officer" means an employee appointed as such and who is qualified as provided in sub clause 4.4 of this Award.
- 2.14 "Shift Worker" is a staff member who works outside the ordinary working hours of a Day Worker as defined in clause 3 of the Conditions Award.
- 2.15 "Teacher" means an employee appointed as such and who is qualified as provided in sub clause 4.2 of this Award and who is required to undertake duties as specified in clause 13 of this Award. A permanent part-time Teacher means a Teacher who is appointed under the Act for set and regular hours that are less than the full contract hours of this Award.
- 2.16 "Through care" means the philosophy and practice of CSNSW by which inmates are managed from the start of their sentence with a view to maximizing reintegration into the community and achieving a reduction in recidivism.

3. Conditions Fixed By Other Instruments of Employment

- 3.1 The following Awards as varied from time to time, or any replacement Awards, in so far as they fix conditions of employment applying to employees covered by this Award, which are not fixed by this Award, shall continue to apply :
- 3.1.1 Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009
- 3.1.2 Crown Employees (Transferred Employees Compensation) Award.

- 3.2 The provisions of CSNSW's Flexible Working Hours Agreement dated 3 November 1998, or any replacement Agreement, shall apply except where modified by this Award.
- 3.3 Except as expressly modified by this Award, and except where conditions are determined by the Awards and Agreement referred to in sub clauses 3.1 and 3.2 of this clause, the conditions of service of employees shall be determined by the provisions of the Act, the Regulation and the Personnel Handbook.

4. Qualifications

- 4.1 The following qualifications shall apply except where specific exception is approved by the Division Head or delegate and where detailed in clause 16, Recruitment - Exceptional Circumstances, of this Award.
- 4.2 Teachers - shall hold a:
- 4.2.1 Bachelors degree in Education from a recognised university, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI; or
- 4.2.2 Graduate Diploma (or higher) in Education, from a recognised university; and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI;
- 4.2.3 current certificate in training and assessment as determined by the National Skills Standards Council (NSSC) or replacement body and as required by the national VET Regulator, Australian Skills Quality Authority (ASQA) or replacement body, to meet the national standards for training organisations;
- together with relevant related employment experience, as approved by the Division Head or delegate.
- 4.3 Correctional Education Officers - shall hold a:
- 4.3.1 Bachelors degree in Education from a recognised university, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI; or
- 4.3.2 Graduate Diploma (or higher) in Education, from a recognised university; and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI;
- 4.3.3 current certificate in training and assessment as determined by the National Skills Standards Council (NSSC) or replacement body and as required by the national VET Regulator, Australian Skills Quality Authority (ASQA) or replacement body, to meet the national standards for training organisations;
- together with relevant related employment experience, as approved by the Division Head or delegate.
- 4.4 Senior Correctional Education Officers - shall hold a:
- 4.4.1 Bachelors degree in Education from a recognised university; or
- 4.4.2 Graduate Diploma (or higher) in Education, from a recognised university; and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education; together with experience in adult education, as approved by the Division Head or delegate.

5. Salaries

- 5.1 Salaries for Senior Correctional Education Officers, Correctional Education Officers and Teachers are set out at Part B Monetary Rates Table 1 of this Award.
- 5.2 These rates continue to be inclusive of the previously paid environmental allowance.
- 5.3 Commencing salaries for all employees to a position under this Award shall be consistent with the relevant provisions of the Personnel Handbook.

6. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 6.1 The entitlement to salary package in accordance with this clause is available to:
- 6.1.1 permanent full-time and part-time employees;
- 6.1.2 temporary employees, subject to CSNSW's convenience; and
- 6.1.3 casual employees, subject to CSNSW's convenience, and limited to salary sacrifice to superannuation in accordance with sub clause 6.7.
- 6.2 For the purposes of this clause:
- 6.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 5. Salaries and Part B - Monetary Rates Table 1 of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- 6.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 6.3 By mutual agreement with the Secretary of the Treasury, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- 6.3.1 a benefit or benefits selected from those approved by the Secretary of the Treasury; and
- 6.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Secretary of the Treasury for the benefit provided to or in respect of the employee in accordance with such agreement.
- 6.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 6.5 The agreement shall be known as a Salary Packaging Agreement.
- 6.6 Except in accordance with sub clause 6.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Secretary of the Treasury at the time of signing the Salary Packaging Agreement.
- 6.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- 6.7.1 paid into the superannuation fund established under the First State Superannuation Act 1992; or
- 6.7.2 where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or

- 6.7.3 subject to CSNSW's agreement, paid into another complying superannuation fund.
- 6.8 Where the employee makes an election to salary sacrifice, CSNSW shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 6.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 6.9.1 Police Regulation (Superannuation) Act 1906;
- 6.9.2 Superannuation Act 1916;
- 6.9.3 State Authorities Superannuation Act 1987; or
- 6.9.4 State Authorities Non-contributory Superannuation Act 1987,
- CSNSW must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 6.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in sub clause 6.9 of this clause, CSNSW must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by CSNSW may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 6.11 Where the employee makes an election to salary package:
- 6.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- 6.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 5. Salaries and or Part B - Monetary Rates, Table 1 of this Award if the Salary Packaging Agreement had not been entered into.
- 6.12. The Secretary of the Treasury may vary the range and type of benefits available from time to time following discussion with the Federation. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 6.13. The Secretary of the Treasury will determine from time to time the value of the benefits provided following discussion with the Federation. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

7. Incremental Progression and Calculation of Service

- 7.1 Incremental progression and calculation of service shall be determined in accordance with the chapter dealing with Managing the Workplace of the Personnel Handbook, except where varied by clause 16 Recruitment - Exceptional Circumstances of this Award.

8. Working Hours

- 8.1 Ordinary hours of work shall be 35 hours per week, Monday to Friday.

- 8.2 An employee shall not be directed to work longer than five continuous hours without a meal break.
- 8.3 Senior Correctional Education Officers and Correctional Education Officers
- 8.3.1 The provisions of CSNSW's Flexible Working Hours Agreement dated 3 November 1998, or any replacement Agreement, shall apply to Senior Correctional Education Officers and Correctional Education Officers, including access to two days flexleave per flex period and five days banked hours.
- 8.3.2 The bandwidth shall be 7.30am - 9.00pm.
- 8.3.3 The core time shall be 10.00am - 3.00pm.
- 8.3.4 Flexible working hours including the taking of flexleave and banked hours shall remain at CSNSW's discretion, to be negotiated at the local level provided that the delivery of teaching programs is maintained.
- 8.4 Teachers
- 8.4.1 The standard attendance hours of full time Teachers shall be 35 hours per week, Monday to Friday inclusive, in recognition of the particular environment in CSNSW.
- 8.4.2 The daily span of working hours in correctional centres for Teachers shall be between 7.30am and 5.30pm on Monday to Friday, inclusive. Direct teaching activities and duties related to teaching worked by Teachers should, unless otherwise unavoidable or by agreement between a Teacher and the supervising Senior Correctional Education Officer, be continuous.
- 8.4.3 Teachers classified as Day Workers, who are directed to perform direct teaching activities between:
- (i) 5.30pm and 9.00pm Monday to Friday and who are required to teach two separate sessions during these hours or one session which commences later than 5.30pm; or
- (ii) 7.30am and 9.00pm Saturday and who are required to teach two separate sessions during these hours;
- shall be paid at the rate of time and one quarter or may elect to take time in lieu which shall be calculated at the same rate as would have applied to the payment of teaching activities performed in terms of this clause.
- 8.4.4 Teachers shall not be entitled to flextime arrangements and shall be required to attend for rostered direct teaching activities as required by the Senior Correctional Education Officer.
- 8.4.5 The hours of attendance for duties related to teaching may be arranged by Teachers in consultation with the Senior Correctional Education Officer provided the requirements of CSNSW are met at all times. This will facilitate flexible start and finish times for Teachers.

9. Shift Work

- 9.1 Senior Correctional Education Officers, Correctional Education Officers and Teachers, who because of operational requirements are classified as Shift Workers shall be paid a shift allowance of 15 per cent where rostered to work Monday to Friday outside the ordinary working hours of a Day Worker.
- 9.2 Shift workers who are regularly required to perform rostered duty on Saturdays, Sundays and public holidays shall receive the following compensation and be subject to the following conditions:
- 9.2.1 For ordinary rostered time worked on a Saturday - additional payment at the rate of half time extra.

- 9.2.2 For ordinary rostered time worked on a Sunday - additional payment at the rate of three-quarter time extra.
- 9.2.3 When rostered off on a public holiday - an additional day's pay.
- 9.2.4 For ordinary rostered time worked on a public holiday - additional payment at the rate of time and a half extra.
- 9.2.5 Recreation leave at the rate of four weeks a year, that is, 20 working days plus eight rest days.
- 9.2.6 Additional leave on the following basis:

Number of ordinary shifts worked on Sundays and/or Public Holidays during a qualifying period of 12 months from 1 December one year to 30 November the next year.

	Additional Leave
4 -10	1 additional day's leave
11 -17	2 additional days' leave
18 - 24	3 additional days' leave
25 - 31	4 additional days' leave
32 or more	5 additional days' leave

10. Recreation Leave

10.1 Recreation leave for Day Workers shall be granted and administered as follows:

- 10.1.1 in accordance with the provisions of the Regulation, the Conditions Award and the Personnel Handbook.
- 10.1.2 At least two consecutive weeks of recreation leave shall be taken by employees every twelve months as described in the Conditions Award.

11. Non Attendance Time

11.1 Correctional Education Officers

- 11.1.1 In return for undertaking a maximum of 400 hours per annum of direct teaching activities, as provided at sub clause 12.4, all Correctional Education Officers shall receive 10 working days non attendance time.

11.2 Teachers

- 11.2.1 In return for the hours as described in clause 13 of this Award, Teachers shall be entitled to 7 weeks of agreed non attendance time if employed for a full calendar year.
- 11.2.2 Where a Teacher commences or ceases employment part way through a calendar year, the entitlement to non attendance time shall be calculated on a pro rata basis.
- 11.2.3 The pro rata calculation mentioned in sub clause 11.2.2 shall be as negotiated and agreed between CSNSW and Federation.
- 11.2.4 Where public holidays fall during a period of non attendance time, those days shall be counted as non attendance time.

11.3 For Correctional Education Officers and Teachers, non attendance time shall be taken at CSNSW's convenience.

11.4 For Correctional Education Officers and Teachers, non attendance time shall be non accumulative.

- 11.5 For Correctional Education Officers and Teachers, may be required to attend some staff development activities during non attendance time.
- 11.6 An annual calendar detailing the dates for non attendance time to be taken shall be developed by the Senior Correctional Education Officer in consultation with senior management of the Correctional Centre and education employees, for approval by the Division Head or delegate.

12. Duties of Correctional Education Officers

- 12.1 Subject to sub clauses 12.2 and 12.3 of this Award and following consultation with the supervising Senior Correctional Education Officer, Correctional Education Officers shall be required to undertake:
- 12.1.1 Direct teaching activities for up to 10 hours per week; and
- 12.1.2 Duties related to teaching and through care initiatives as specified at sub clause 12.4, will be undertaken for the balance of hours consistent with the provisions of CSNSW's Flexible Working Hours Agreement, or any replacement Agreement, with the ordinary hours of duty for the week being 35 hours.
- 12.2 To accommodate the educational delivery needs of a correctional centre, the direct teaching activities may be varied by plus or minus 5 hours in any one week.
- 12.3 There may be a need from time to time for a Correctional Education Officer not to undertake any direct teaching activities for a specified period of time (as determined by CSNSW) in order to meet the needs of the correctional centre. In these circumstances:
- 12.3.1 Duties related to teaching/through care initiatives as provided by sub clause 12.4 shall be substituted for direct teaching activities; and
- 12.3.2 Non attendance time as provided for in clause 11 of this Award, shall continue to apply as if direct teaching activities were being undertaken.
- 12.4 Direct teaching activities and duties related to teaching/through care initiatives to be undertaken by Correctional Education Officers shall be as specified in the following table:

Direct Teaching Activities Correctional Education Officer	Duties Related to Teaching/Through Care Initiatives
Face-to-face teaching in any environment or setting, including but not limited to: <ul style="list-style-type: none"> - classrooms - workshops - industry - in the field Application of assessment and diagnostic instruments for inmates. Vocational assessment and counselling. Tutorial support for distance education enrolments and individual learners with difficulties.	Duties related to teaching, including but not limited to: <ul style="list-style-type: none"> -preparation, for example, of course outlines and lesson plans -marking -support and advice to inmates -motivational interactions with inmates -enrolment and associated administration including maintenance of education and case management files, preparation of case reports and running sheets -attendance at staff meetings -attendance at case management meetings -attendance at moderation meetings -participation in case planning and case management activities -leading approved staff development activities -engaging in approved staff development

<p>Workplace training & assessment including Core Skills Assessment</p>	<p>activities research -recognition of prior learning processes -selection and purchase of resources -maintenance of inmate libraries in liaison with the Manager Library Services -course, curriculum and materials development and review -course co-ordination as specified in curriculum documents -end of course evaluation -entering student data on DCS systems</p> <p>Duties related to facilitation of CSNSW's through care initiatives linking internal and external stakeholders, including but not limited to: -industry and community liaison and promotion -co-ordination of traineeships and workplace training programs -workplace consultancy and advisory services -work placement co-ordination, supervision and pre and post release planning -inmate selection for education & vocational training programs & other program readiness -development of education case plan (includes CSNSW's Education Profile Interviews) -review of education plans</p>
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12.5 The specific range of duties as described in the table at sub clause 12.4 of this Award to be undertaken by a Correctional Education Officer must meet the needs of the particular correctional centre. Duties required of a Correctional Education Officer shall be planned following consultation between the Correctional Education Officer and the supervising Senior Correctional Education Officer.

13. Duties of Teachers

13.1 Teachers shall be required to undertake direct teaching activities for 20 hours per week and duties related to teaching for 15 hours per week as provided by sub clause 13.2 of this Award.

13.2 Direct teaching activities and duties related to teaching for Teachers shall be as specified in the following table:

Direct Teaching Activities Teacher	Duties Related to Teaching
<p>Face-to-face teaching in any environment or setting, including but not limited to: -classrooms -workshops -industry -in the field</p> <p>Application of assessment and diagnostic instruments for</p>	<p>Duties related to teaching, including but not limited to: -preparation, for example, of course outlines and lesson plans -marking -support and advice to inmates -motivational interactions with inmates -enrolment and associated administration including maintenance of education and case management files, preparation of case reports and running sheets -attendance at staff meetings -attendance at case management team</p>

<p>inmates.</p> <p>Vocational assessment and counselling.</p> <p>Tutorial support for distance education enrolments and individual learners with difficulties.</p> <p>Workplace training & assessment including Core Skills Assessment.</p>	<p>meetings</p> <ul style="list-style-type: none"> -attendance at moderation meetings -participation in case planning and case management activities -course, curriculum and materials development and review -development of learning materials <p>-research</p> <ul style="list-style-type: none"> -recognition of prior learning processes <p>-engaging in approved staff development activities</p> <ul style="list-style-type: none"> -leading approved staff development activities -inmate selection for education & vocational training programs & other program readiness -development of education case plan (includes CSNSW's Education Profile Interviews) -review of education plans -end of course evaluation -entering student data on DCS systems
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- 13.3 The parties agree that the duties undertaken by Teachers shall support the work of Correctional Education Officers in relation to through care outcomes.
- 13.4 The specific range of duties as described in the table at sub clause 13.2 of this Award to be undertaken by a Teacher must meet the needs of the particular correctional centre. Duties required of a Teacher shall be planned following consultation between the Teacher and the supervising Senior Correctional Education Officer.
- 13.5 From time to time a Teacher's Direct Teaching Activities i.e. teaching hours, may be lost due to restricted correctional centre routines and other centre activities. In order to maintain a reasonable level of teaching hours:
- 13.5.1 There may be occasions where teaching hours previously lost may be made up during the following six week period, and
- 13.5.2 A Teacher may be required by the supervising Senior Correctional Education Officer to make up a maximum of 5 hours over a period of one week such that the number of teaching hours taught by that Teacher shall not exceed 6 hours in any one day and 25 hours in any one week.
- 13.5.3 These hours may only be made up on the days a Teacher is usually engaged to work and shall replace the hours usually spent on Duties Related to Teaching.

14. Leave Entitlements

- 14.1 Sick leave, maternity leave, parental leave, adoption leave, family and community service leave, and all other leave except for extended leave shall be granted and administered to employees in accordance with the provisions of the Act, the Regulation, the Conditions Award and the Personnel Handbook.
- 14.2 Extended leave entitlements shall be granted and administered to employees in accordance with Schedule 3 of the Act and the Personnel Handbook.

15. Part-Time Work

- 15.1 CSNSW is committed to providing part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources and be of benefit to employees.

- 15.2 Part-time arrangements must be acceptable to both CSNSW and the employee and shall be in accordance with the provisions of the Industrial Relations Act 1996 and the Flexible Work Practices Policy and Guidelines issued by the then Public Employment Office in October 1995, or any replacement Policy and/or Guidelines, including the requirement that entitlements are generally on a pro-rata basis.

16. Recruitment - Exceptional Circumstances

- 16.1 Exceptional circumstances shall be advertised as such and shall be limited to Teacher and/or Correctional Education Officer positions in rural locations that have been previously widely advertised with a resultant field of applicants who meet all selection criteria except for teaching qualifications. The applicant must hold qualifications in the core subject area of the advertised position and may have already commenced a course of study or have extensive employment related experience.
- 16.2 The decision, as to whether an exceptional circumstance exists, rests with the Division Head or delegate following consultation with local management.
- 16.3 In exceptional circumstances only, applicants for newly advertised positions who do not possess the required teaching qualifications shall not be excluded from the selection process (subject to sub clause 16.1 and 16.2 being met), and may be appointed on probation subject to the following provisions:
- 16.3.1 The employee shall remain on step one and shall not progress until evidence that the qualification has been completed is provided to CSNSW.
- 16.3.2 The employee shall commence and complete a course of study agreed to by the employee and the Division Head or delegate with no cost or burden to CSNSW.
- 16.3.3 Employees who have not commenced or completed their agreed course of study within the agreed and accepted timeframe shall have their circumstances reviewed by the Division Head or delegate and a representative of Federation. Where:
- (i) Special circumstances exist, an extension of time shall be granted to commence or complete the course of study and the probationary period is extended for 12 months (the probationary period may be extended for up to 2 years with extensions beyond 2 years at the discretion of the Division Head or delegate);
 - (ii) No special circumstances exist, the employee's appointment shall be annulled.
- 16.3.4 Employees who have not commenced or completed the agreed course of study shall not have their appointment confirmed.
- 16.3.5 Once the required qualifications are gained the employee's salary entitlements shall be adjusted to the appropriate step commensurate to the qualifications gained including years of relevant experience and adjusted at the date at which those qualifications were attained.

17. Professional Development

- 17.1 CSNSW is committed to the development of highly skilled, motivated and professional employees.
- 17.2 Access to professional development opportunities shall be based on the:
- 17.2.1 CSNSW's needs; and
- 17.2.2 Needs of individual employees as determined in consultation with their supervisors both at the local level and with the Division Head or delegate.
- 17.3 Subject to sub clause 17.2 of this Award, the professional development of Senior Correctional Education Officers, Correctional Education Officers and Teachers shall be provided by:

- 17.3.1 Access to relevant courses provided by the Corrective Services Academy; and
 - 17.3.2 Provision for study assistance as described in the Personnel Handbook; and
 - 17.3.3 Access to retraining across disciplines in accordance with the needs of CSNSW to facilitate multi-skilling and career path development.
- 17.4 Senior Correctional Education Officers, Correctional Education Officers and Teachers are encouraged to share their professional development experiences with other Senior Correctional Education Officers, Correctional Education Officers and Teachers.

18. Education Quality

- 18.1 In line with CSNSW's commitment to reducing re-offending, AEVTI is committed to providing adult education and vocational training programs to inmates and to identified disadvantaged groups within the inmate population.
- 18.2 AEVTI is committed to maintaining its status as a Registered Training Organisation by complying with appropriate Vocational Education Training Accreditation Board requirements including Australian Quality Training Framework Standards.
- 18.3 The provision of educational programs shall be in the form of nationally accredited curricula and delivery and assessment equivalent to that available in the community. Standards of delivery and assessment will be maintained by the employment of professional educators.
- 18.4 Education programs aim to contribute to the good order of correctional centres and to the overall wellbeing of inmates.
- 18.5 Education programs aim to assist inmates to develop knowledge, skills and aptitudes to improve their prospects for post release reintegration into the wider community.
- 18.6 These programs will include classroom subjects, vocational education, creative and cultural activities, social education and library facilities.

19. Consultation

- 19.1 The parties agree to consult on any matter relating to the introduction of major, system wide, educational initiatives by CSNSW.
- 19.2 A consultative committee shall be established for this purpose.

20. Anti-Discrimination

- 20.1 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.
- 20.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 20.3 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.
- 20.4 Nothing in this clause is to be taken to affect:

- 20.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
- 20.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
- 20.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
- 20.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 20.5 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.
- 20.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 20.5.2 Section 56(d) of the Anti-Discrimination Act 1977 provides:

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

21. Harassment Free Workplace

- 21.1 CSNSW is committed to ensuring that employees work in an environment free of harassment. Harassment is any repeated uninvited or unwelcome behaviour directed at another person. The effect of harassment is to offend, annoy or intimidate another person and to make the workplace uncomfortable and unpleasant. Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.
- 21.2 Harassment on any grounds including, but not limited to, sex, race, marital status, physical impairment, sexual preference, HIV/AIDS or age shall not be condoned by CSNSW or the Federation.
- 21.3 Senior Correctional Education Officers shall exercise their best endeavours to prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.
- 21.4 All employees are required to refrain from perpetuating, or being party to, any form of harassment.
- 21.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation.

22. Deduction of Federation Membership Fees

- 22.1 The Federation shall provide CSNSW with a schedule setting out Federation's fortnightly membership fees payable by members of the Federation in accordance with Federation's rules.
- 22.2 The Federation shall advise CSNSW 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 CSNSW at least four weeks in advance of the variation taking effect.
- 22.3 Subject to sub clauses 22.1 and 22.2 above, CSNSW shall deduct Federation's fortnightly membership fees from the pay of any employee who is a member of Federation in accordance with the Federation's rules, provided that the employee has authorised CSNSW to make such deductions.
- 22.4 Monies so deducted from the employee's pay shall be forwarded regularly to the Federation together with all necessary information to enable the Federation to reconcile and credit subscriptions to employees' membership accounts.

- 22.5 Unless other arrangements are agreed to by CSNSW and Federation, all membership fees shall be deducted on a fortnightly basis.
- 22.6 Where an employee has already authorised the deduction of membership fees from his/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.

23. Dispute Resolution Procedures

- 23.1 Subject to the provisions of the Industrial Relations Act 1996, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedures shall apply:
- 23.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the employee and/or Federation workplace representative shall raise the dispute, question or difficulty with the supervisor as soon as practicable.
- 23.1.2 The supervisor shall discuss the matter with the employee and/or Federation representative within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.
- 23.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the individual employee or the Federation may raise the matter with an appropriate officer of CSNSW with a view to resolving the dispute, question or difficulty or negotiating an agreed method and time frame for proceeding.
- 23.1.4 Where the procedures in sub clause 23.1.3 do not lead to resolution of the dispute, question or difficulty, the matter shall be referred to the Division Head or delegate and the General Secretary of the Federation. They or their nominees shall discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 23.1.5 Should the above procedure not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.
- 23.1.6 While the dispute resolution procedure is being followed, the status quo shall remain unless an occupational health and safety issue precludes such work. The status quo is the situation which prevailed before the cause of the dispute.

24. Duties as Directed

- 24.1 CSNSW may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Award and provided that such duties are not designed to promote deskilling.
- 24.2 CSNSW may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.

25. No Further Claims

- 25.1 Except as provided by the Industrial Relations Act 1996, prior to 31 December 2014, 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.

26. Area, Incidence and Duration

- 26.1 This Award shall apply to all employees as defined in clause 2, Definitions of this Award.

26.2 This Award rescinds and replaces the Crown Employees (Education Employees Department of Attorney General and Justice - Corrective Services NSW) Reviewed Award 2012 published 27 July 2012 (373 I.G. 29).

26.3 This Award shall commence on 1 January 2014 and remain in force until 31 December 2014.

PART B

MONETARY RATES

Table 1 - Salaries

	2.27% from the first pay period commencing on or after 1 January 2014 \$
Teacher and Correctional Education Officer	
Step 1	77,364
Step 2	79,547
Step 3	82,653
Step 4	86,728
Senior Correctional Education Officer	
Step 1	98,536
Step 2	101,582

C.G. STAFF J

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (POLICE OFFICERS - 2013) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Police Association of New South Wales.

(No. IRC 1026 of 2013)

Before The Honourable Justice Staff

18 December 2013

VARIATION

1. Delete Items 1 to 3 from Table 5 - Travelling Allowance and Motor Vehicle Allowance, of the award published 16 August 2013 (375 I.G. 488) and insert in lieu thereof the following:

Item 1

Capital cities	Per day \$
Adelaide	275.85
Brisbane	319.85
Canberra	286.85
Darwin	320.85
Hobart	250.85
Melbourne	291.85
Perth	351.85
Sydney	301.85

High cost country centres	Per day \$
Alice Springs (NT)	268.85
Albany (WA)	297.85
Bourke (NSW)	283.85
Bright (VIC)	254.85
Broome (WA)	351.85
Bunbury (WA)	273.85
Burnie (TAS)	253.85
Cairns (QLD)	258.85
Carnarvon (WA)	269.85
Castlemaine (VIC)	251.85
Chinchilla (QLD)	261.85
Christmas Island (WA)	268.85
Cocos (Keeling) Islands (WA)	403.85
Dalby (QLD)	262.85
Dampier (WA)	293.85
Derby (WA)	300.85
Devonport (TAS)	253.85
Emerald (QLD)	274.85
Exmouth (WA)	373.85
Geraldton (WA)	293.85
Gladstone (QLD)	305.85
Gold Coast (QLD)	267.85
Halls Creek (WA)	317.85
Hervey Bay (QLD)	275.85

Horn Island (QLD)	298.85
Jabiru (NT)	310.85
Kalgoorlie (WA)	277.85
Karratha (WA)	465.85
Katherine (NT)	252.85
Kingaroy (QLD)	252.85
Kununurra (WA)	320.85
Mackay (QLD)	270.85
Mount Isa (QLD)	278.85
Mudgee (NSW)	253.85
Newcastle (NSW)	261.85
Newman (WA)	313.85
Norfolk Island	447.85
Northam (WA)	281.85
Port Hedland (WA)	377.85
Port Pirie (SA)	258.85
Thursday Island (QLD)	318.85
Wagga Wagga (NSW)	259.85
Weipa (QLD)	256.85
Wilpena-Pound (SA)	285.85
Wollongong (NSW)	254.85
Whyalla (SA)	263.85
Wonthaggi (VIC)	256.85
Yulara (NT)	362.85

Tier 2 country centres	Per day \$
Ararat (VIC)	241.80
Armidale (NSW)	241.80
Bairnsdale (VIC)	241.80
Ballarat (VIC)	241.80
Bathurst (NSW)	241.80
Bendigo (VIC)	241.80
Bordertown (SA)	241.80
Broken Hill (NSW)	241.80
Bundaberg (QLD)	241.80
Ceduna (SA)	241.80
Coffs Harbour (NSW)	241.80
Cooma (NSW)	241.80
Dubbo (NSW)	241.80
Echuca (VIC)	241.80
Esperance (WA)	241.80
Geelong (VIC)	241.80
Gosford (NSW)	241.80
Goulburn (NSW)	241.80
Hamilton (VIC)	241.80
Horsham (VIC)	241.80
Innisfail (QLD)	241.80
Kadina (SA)	241.80
Launceston (TAS)	241.80
Maitland (NSW)	241.80
Mildura (VIC)	241.80
Mount Gambier (SA)	241.80
Muswellbrook (NSW)	241.80
Naracoorte (SA)	241.80

Nowra (NSW)	241.80
Orange (NSW)	241.80
Port Augusta (SA)	241.80
Portland (VIC)	241.80
Port Lincoln (SA)	241.80
Port Macquarie (NSW)	241.80
Queanbeyan (NSW)	241.80
Renmark (SA)	241.80
Rockhampton (QLD)	241.80
Roma (QLD)	241.80
Seymour (VIC)	241.80
Shepparton (VIC)	241.80
Swan Hill (VIC)	241.80
Tamworth (NSW)	241.80
Tennant Creek (NT)	241.80
Toowoomba (QLD)	241.80
Townsville (QLD)	241.80
Tumut (NSW)	241.80
Warrnambool (VIC)	241.80

Other country centres	219.80
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Item 2

Incidental expenses allowance - when claiming actual expenses - all locations	18.20
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Item 3

Meal allowances - when claiming actual expenses on overnight stays

Capital cities and high cost country centres		\$
Breakfast		24.90
Lunch		28.00
Dinner		47.75

Tier 2 and other country centres		\$
Breakfast		22.30
Lunch		25.45
Dinner		43.85

2. Delete Items 1-2 from Table 6 - Remote Areas - Living Allowance, and insert in lieu the following:

Item 1

With Dependents		Per Annum \$
Grade A		1,886
Grade B		2,502
Grade C		3,341

Item 2

Without Dependents		Per Annum \$
Grade A		1,316
Grade B		1,754
Grade C		2,340

3. Delete Table 13 - Meal Allowances (Non-Commissioned Officers) and insert the following:

Table 13 - Meal Allowances (Non-Commissioned Officers)

Where a Non-Commissioned Officers incur an expense in purchasing a meal;

when they have worked more than one half hour beyond the completion of a rostered shift or

where they have performed duty at a place where no reasonable meal facilities were available for partaking of a meal or

where they are performing escort duty and cannot carry a meal;

shall be paid the appropriate meal allowance in accordance with the following table;

Breakfast	\$27.70
Lunch	\$27.70
Dinner	\$27.70
Supper	\$10.25

4. Delete Table 16 - Special Operations Allowance and insert the following:

Table 16 - Special Operations Allowance

Senior Constable Level 3 (loaded hourly rate)	\$41.05
Incidental Allowance	\$18.20
Operations Allowance	\$10.00
Total	\$69.25

5. This variation shall take effect on and from 1 July 2013, with the exception of Items 1-2 from Table 6 - Remote Areas - Living Allowance, varied in instruction no. 2, which shall take effect on and from 18 December 2013.

C.G. STAFF J

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CROWN EMPLOYEES (ROADS AND MARITIME SERVICES TRAFFIC SIGNALS STAFF) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Director General, Department of Transport.

(No. IRC 111 of 2014)

Before The Honourable Justice Walton, President

24 February 2014

VARIATION

1. Delete the words "by Roads and Maritime Services Division of the Government Service of New South Wales" appearing in clause 1, Title of the award published 14 September 2012, (374 I.G. 961) and insert in lieu thereof the words "as members of the Transport Service in the RMS Group".
2. Delete subclause (a) of clause 2, Definitions and insert in lieu thereof the following:
 - (a) "RMS" means the Secretary of the Department of Transport as head of the Transport Service.

(Note: This definition was varied following the commencement of the *Government Sector Employment Act 2013* to reflect that the Roads and Maritime Division of the Government Service of New South Wales established under Chapter 1A of the Public Sector Employment and Management Act 2002 was abolished, staff moved to the Transport Service, and that employer functions are now exercised by the Secretary of the Department of Transport as Head of the Transport Service. Notwithstanding that, in some instances in this award, references to "RMS" refer to the business of the Roads and Maritime Services rather than to the employer).
3. Delete subclause (b) of the said clause 2, and insert in lieu thereof the following:
 - (b) "Staff" shall mean the Traffic Signals classifications set out in Part B, Monetary Rates, employed as members of the Transport Service in the RMS Group.
4. Insert after subclause (c) of the said clause 2, the following new subclauses (d) and (e) as follows:
 - (d) "RMS Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the RMS Group who are not part of the Transport Senior Service.
 - (e) "Transport Service" means the Transport Service of New South Wales established by the *Transport Administration Act 1988*.
5. Delete subclause (a) of clause 3, Purpose of This Award, and insert in lieu thereof the following:
 - (a) The main purpose of this Award is to ensure that the Roads and Maritime Services, the staff in the RMS Group and the ETU are committed to continually improving all areas of the Roads and Maritime Services Authority to achieve lasting customer satisfaction and increased productivity.
6. Delete the word "RMS" appearing in subclause (b), of the said clause 3 and insert in lieu thereof the words "Roads and Maritime Services".
7. Delete the words "by the Roads and Maritime Services Division of the Government Service of New South Wales, under Chapter 1A of the *Public Sector Employment and Management Act 2002* (NSW)" appearing in the second paragraph in subclause 7.5, of clause 7, Other Conditions, and insert in lieu thereof the words "as members of the Transport Service in the RMS Group".

8. Delete the words "Roads and Maritime Services Division of the Government of New South Wales" appearing in A1 of Appendix A and insert in lieu thereof the words "The Secretary of the Department of Transport as head of the Transport Service".
9. This variation shall take effect from 24 February 2014.

M. J. WALTON J , *President*

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HANSON CONSTRUCTION MATERIALS PTY LIMITED CONCRETE CARRIERS CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Hanson Construction Materials Pty Limited.

(No. IRC 988 of 2013)

Before The Honourable Justice Boland, President

10 December 2013

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1. General Terms and Conditions

1.1 Definitions

In this agreement, unless the contrary intention appears:

- (a) "Age of Truck" will be measured from the date of manufacture as per the compliance plate affixed to the truck.
- (b) "applicable utilisation " means, subject to clause 4.2, the number of loads paid in relation to a twelve (12) month period,
- (c) "business day" means a day other than Sunday or a public holiday in the state in which the carrier operates.
- (d) "concrete" means a mixed, blended or batched product that, regardless of any other constituent, contains:
 - (i) cement, aggregate, sand and water;
 - (ii) mortar containing cement sand and water;
 - (iii) grout containing cement, sand and water;
 - (iv) slurry containing cement and water; or
 - (v) binders containing cement and sand,
 - (vi) Individual sand or aggregates items

regardless of the method of production, laying or description of the finished product in which that product is to be used.
- (e) "customer" means a customer of Hanson or associated companies.

- (f) "Carrier" shall mean a single operator owner driver trading as an incorporated body (where the operator owner driver is a director and controlling shareholder of the incorporated body) who is engaged under a contract of carriage with the Principal Contractor as defined.
- (g) "Carrier's Representative" means in respect of The Carrier, the nominated driver of the vehicle owned by the Carrier or such other person as is agreed to in writing by the Carrier and Hanson from time to time.
- (h) "cartage services" means the loading, cartage and discharge of concrete or other product, by the Carrier, at the direction of Hanson or its duly authorised employees, or agents.
- (i) Contractor shall mean the Principal Contractor as defined in the Act. The Principal Contractor in this Contract Determination is Hanson Construction Materials Pty Ltd.
- (j) "Defined Distance" means the distance specified in Appendix C which is the distance to which the Standard Load rate applies, without incurring an extra distance payment.
- (k) "Extra Distance Payment" means an additional payment to the Standard Load Rate for deliveries that exceed the defined distance and is paid in set increments as specified in Appendix B.
- (l) "Fleet" means all trucks engaged by Hanson, either company owned or operated under the control of this Contract Determination to cart concrete or concrete related products
- (m) "GST" means a Goods and Services Tax or like tax payable in respect of a supply under this Contract Determination
- (n) "Hanson" means Hanson Construction Materials Pty Limited (ABN 90 009 679 734).
- (o) "Hanson's Representative" means the person, or the nominee of the person, for the time being acting as Regional Logistics Manager of Hanson, or such other officer as Hanson nominates.
- (p) "Mixer" shall also mean Agitator and vice versa.
- (q) "Nominated Driver" means the person who is both the controlling shareholder and a director of the Carrier and is nominated in writing by the Carrier and approved by Hanson to be the driver of the vehicle specified by the Carrier and approved by Hanson to provide cartage services under this Contract Determination.
- (r) "person" includes a firm, body corporate, unincorporated association or a government body, and a reference to a group of persons includes all of them collectively, any 2 or more of them collectively and each of them individually.
- (s) "plant" means the batching plant from which a load of concrete or other related material is despatched.
- (t) "procedure" means a lawful method, system or manner of working to be employed in performing work under this Contract Determination which has been communicated to the Carrier by or on behalf of Hanson by way of one of the following methods; Email (where available), Memo posted on drivers notice boards or as recorded in plant meeting minutes.
- (u) "quarter" means a period of three calendar months
- (v) "Relief Driver" is a driver engaged to operate a Carriers truck under clause 6.9.2
- (w) "standard hours" means the hours between 06:00 and 16:00 on weekdays and 06:00 and 13:00 on Saturdays.

- (x) "Standard Load Rate" means a fixed payment calculated in accordance with Appendix B made for the cartage of a load under this Contract Determination for any distance up to and including the defined distance, irrespective of load size.
- (y) "Table of Rates" means the Table of Rates shown in Appendix D.
- (z) "truck" means a prime mover of a type or model (howsoever specified) approved by Hanson.
- (aa) "vehicle" means a truck (as defined) approved by Hanson to be utilised by the Carrier to provide cartage services.
- (bb) "Written Authority" means any document that bears the signature of Hanson's Representative or the Carrier's Representative as the case may be.
- (cc) "workday" is a day on which work is usually done, being Monday through to Saturday inclusive, but excluding Public Holidays.
- (dd) The singular includes the plural and vice versa.
- (ee) A reference to a person (including a party) includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns.
- (ff) A reference to a thing (including a payment) is a reference to the whole or any part of it.
- (gg) If a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated inclusive of that day.
- (hh) A reference to a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.

1.2 Term of Contract Determination

- (a) This Contract Determination shall take effect from 1st January 2014, and shall remain in force for a period of three (3) years (unless varied by written agreement prior to that time). Notation: this Contract Determination represents a ten (10) year commitment by both parties. This Contract Determination rescinds and replaces Hanson Construction Materials Pty Limited Concrete Carriers Contract Determination, published 7 October 2005, (354 I.G. 272).
- (b) Where The Carrier exercises its right to assign its cartage contract granted hereunder the assignee of that cartage contract will be subject to the Contract Determination expiry date in (a).

1.3 Acknowledgement

The Carrier acknowledges, represents and warrants to Hanson that, immediately prior to the Carrier being engaged under this Contract Determination:

- (a) Has made its own enquiries and obtained independent advice on all aspects of this Determination.
- (b) Understands that Hanson does not guarantee to provide continuous or regular work.
- (c) Understands that the amount of any profit or return to the Carrier is wholly dependent on the state of the concrete market and the consistency and professionalism with which the Carrier provides cartage services to Hanson.
- (d) Is aware that Hanson has not provided any legal or taxation advice to the Carrier.

- (e) Has familiarised itself with the range of loading and unloading conditions likely to prevail at all concrete loading and discharge points and with the type and duration of the minor delays which are common throughout the concrete industry.
- (f) Understands that, throughout the term of this Contract Determination it would be prudent for the Carrier to make its own assessment of the benefits arising from this Contract Determination.
- (g) Understands and accepts that the applicable standard load rate is the rate payable to the Carrier for any concrete delivery up to the Defined Distance, irrespective of load size.
- (h) The Carrier, its Nominated or Relief Driver
 - i. are not the legal representative, agent, Joint Venture, Partner or Employee of Hanson for any purpose whatsoever.
 - ii. has no right or authority to assume or create any obligations of any kind or to make any representations or warranties, wether express or implied on behalf of Hanson or to bind in any respect whatsoever or to represent that it is an employee servant or agent of Hanson.
- (i) It is acknowledged and agreed by the parties that any Carrier engaged hereunder is an independent contractor and that nothing in this Contract Determination shall be construed as constituting the Carrier as an agent or partner of Hanson or as constituting a Nominated or Relief Driver as an employee of Hanson.

2. Hanson Policies and Procedures

2.1 Policies and Directives

The Carrier shall comply with all relevant Directives and Policies notified to the Carrier from time to time. Failure by The Carrier to adhere to this clause will be deemed as a Breach as defined in clause 15 of this Contract Determination. Any dispute that arises in regard to a policy and or directive will be dealt with in accordance with the dispute procedure contained at clause 16 of this Contract Determination.

2.2 Management Procedures

Hanson is committed to developing or has developed various Management Policies and Practices and full participation in and compliance with these, including induction courses, is expected of all Drivers. These include:

- a. Enhanced safety programs that include commitment to fatigue management.
- b. A commitment to excellence exemplified by programs for the continuous improvement of performance and total cost reduction.
- c. A Total Quality Management approach including management systems to achieve and maintain Australian Standards quality accreditation.
- d. Environment management including conformance with relevant environment protection legislation, energy efficiency and aesthetically well-presented equipment.
- e. A commitment to the maintenance of the health and safety of all Hanson employees, Carriers, suppliers and visitors to Hanson sites.

2.3 Company Initiatives

The Carrier will participate in all Company initiatives as directed.

3. Insurance and Risk

3.1 General

Upon the request of Hanson, The Carrier must make available within seven (7) days, copies of all insurance policies and certificates of currency in relation to those policies referred to in clause 3.2.

3.2 Required Policies

The Carrier must ensure that it at all times and at its own expense maintains in force the following insurances in respect of all vehicles and drivers:

- (a) Compulsory third party personal insurance for the truck as required by any relevant State or Federal Law.
- (b) Comprehensive insurance for the truck for its market value and third party property insurance for each vehicle for a sum value of \$20,000,000, or a higher sum as Hanson may require from time to time for each claim or occurrence.
- (c) Comprehensive cover for loss and/or damage to the agitator. Such insurance must cover the cost of a new mixer supplied and installed, including applicable driver waiting time, should the mixer be damaged.
- (d) Public liability insurance for claims in respect of loss or damage to real or personal property and/or personal injury or death of any person arising from the provision of cartage services under this Contract Determination of not less than \$20,000,000 (or such higher sum as Hanson may require from time to time) for each claim or occurrence.

Extensions are required to the public liability insurance to cover:

- (i) Damage caused by an agitator fitted to a vehicle; and
 - (ii) Damage due to incorrect product delivery.
- (e) Workers' compensation insurance as required by any relevant state legislation with extensions to cover
 - (i) The Carrier liability at common law, and
 - (ii) Hanson's liability (if any) in respect of persons engaged or employed by the Carrier.
 - (f) Hanson strongly recommends that any Carrier engaged hereunder takes appropriate professional advice concerning the maintenance of twenty four hour personal accident and illness insurance for employees of the Carrier an appropriate level of cover taking into account the financial obligations of the Carrier under this Contract Determination.
 - (g) Hanson is to be listed as an Interested Party in all insurance policies.
 - (h) All insurances are to be held in the name of the Carrier's incorporated company.

Hanson may review the above insurance during the term of this Contract Determination and if it thinks fit may, by written notice to the Carrier, alter the types and/or the amounts of insurance required by the Carrier under this clause. The altered insurances will be deemed to be the insurances required by this clause.

3.3 Insured's Obligations

In respect of each insurance policy referred to in clause 3.2, the Carrier must:

- (a) Pay all insurance premiums as and when they fall due;
- (b) Comply with all terms of the insurance and all requirements of insurers including in particular those relating to the operation of the vehicle by any substitute Nominated Driver and those relating to disclosure;
- (c) Give immediate notice in writing both to the insurer and to Hanson of anything of which notice is required under any policy;
- (d) Make available to Hanson on demand all policies, certificate of currency, correspondence and other papers relating to the insurance;
- (e) At all times be responsible for any damage sustained to public and private property through their action or in-action;
- (f) Commence a process calculated to resolve any damages claim from members of the public, including customers, within 10 working days of receiving notice of the claim;
- (g) Resolve, all claims professionally, courteously and in a timely manner;
- (h) Communicate with Hanson regarding the progress of any claims at such times and in such manner as is requested by Hanson from time to time.

4. Rates and Payments

4.1 Rates Payable

Subject to clause 4.3, Hanson shall pay the Carrier for each load of concrete carted by the Carrier, irrespective of size of load, up to the defined distance an amount calculated in accordance with the "Table of Rates" in Appendix D under the applicable utilisation rate, calculated as per Appendix A. A Rise and Fall mechanism will be used as per clause 4.2 to reflect new rates.

Distance is measured as the shortest route for a heavy vehicle as calculated by Hanson Electronic Mapping Information or physical distance where electronic mapping data is not valid or available. Distance will be rounded up to the nearest whole kilometre. Should disputes occur they will be handled through the cartage adjustment process.

4.2 Rise and Fall Rate Adjustments

At the end of each six month period Hanson shall adjust the values contained in the Table for rise and fall in accordance with the provisions of Appendix A and notify the results in writing to the Carrier. Prior to amendments being made Hanson will provide the representatives the adjustment details.

Utilisation rates will be calculated based on the preceding 12 months loads paid and will then form the basis of the new rate which will become effective from the beginning of 1 February and 1 August each year in Metro. The utilisation rates applicable for Country carriers will be reviewed each quarter and adjusted in accordance with the February and August review adjustments arising from the Metropolitan rates review.

4.3 Method of Payment

On or before the fifteenth day of the month next following any month during which The Carrier provided cartage services under this Contract Determination, Hanson shall:

- (a) Prepare and submit to the Carrier a Recipient Created Tax Invoice (RCTI) showing the full details of the deliveries and any other activities and the amounts to which the Carrier shall be entitled for that accounting period and any amount that Hanson is entitled to recover under this Contract Determination or to deduct in accordance with the written directions of the Carrier;

- (b) Pay the Carrier, by electronic funds transfer into such account of a recognised financial institution as is nominated in writing to Hanson by the Carrier.
- (c) Account discrepancies relating to the preceding pay period will be settled within the next pay period as long as Hanson is notified in writing fourteen (14) days prior to the next payment, other discrepancies will be settled within thirty (30) days of agreement.
- (d) Where The Carrier utilises a fuel purchase card supplied by Hanson, or accesses Hanson bulk fuel, Hanson may deduct from the Carrier's cartage payments an amount equal to the value of the fuel or related products purchased.
- (e) When The Carrier is overpaid, Hanson shall supply appropriate details in writing to the Carrier who then has fourteen (14) days to object to the deduction of the amount of the overpayment from the next payment due to the Carrier.

If an overpayment greater than 2 times the preceding months earnings is made to The Carrier then the Carrier must refund the overpayment to Hanson within fourteen (14) days.

- (f) No other deduction can be made from the Carrier's account without the prior written authority of the Carrier or as otherwise authorised in this Contract Determination.

5. Adjustments

5.1 General

Additional charges and/or corrections to payments may be due and payable. These charges will be based on rates specified in Appendix B.

5.1.1 Mixer breakdown/Agitator in Workshop

If due to mixer breakdown the truck is unavailable for work from 7am on the 2nd full workday (excluding the day of breakdown) after notification to appropriate Hanson Representative, the Carrier will be paid at truck and driver standby rate for every completed hour the truck is unavailable after that period for a maximum of 8 hours per day.

Example: if breakdown occurs on Monday at 9am, then if the truck is not available at 7am on Wednesday then the Carrier will be entitled to payment of the standby rate per completed hour.

Where a carrier is required to wait for his vehicle they will be paid a stand by rate per hour or part thereof. If he is not required to wait a means will be provided by the contractor at the Contractor's cost to convey the Carrier to his place of residence and return him to the workshop as required.

5.1.2 Payments for deliveries greater than the defined distance

Hanson will pay the Carrier for any load based on shortest distance from plant to Point of discharge that exceeds the defined distance. Distance paid is determined by Hanson's Electronic Mapping Information, measured from the plant to the point of delivery in one direction.

5.1.3 Stand-By

Where the Carrier commences a shift in standard hours but is required to remain at a plant outside standard hours Hanson will pay the Carrier a stand-by payment for all completed whole hours where the Carrier waits for more than 1 hour before receiving their first out of hours load. After a load has been completed any other stand-by time is deemed to be covered by the outside hours surcharge (5.1.4). Stand-by payments shall be paid in accordance with Appendix B.

5.1.4 After Hours Surcharge

For loads loaded outside standard hours an outside hours surcharge will be paid in accordance with Appendix B. If the Carrier commences a shift outside standard hours the Carrier will be paid for a minimum of 2 loads (Standard Load Rate plus outside hours surcharge).

If the Carrier cannot legally achieve a minimum shift of 4 hours either the day prior or the day following working outside hours at Hanson's request then a minimum payment of 8 hours standby is paid.

5.1.5 Diversion

Where a diversion occurs after the carrier has left the yard, then the Carrier will be paid the standard load rate for the 1st load (without extra distance payment), plus the standard load rate for the second load plus any associated km increment for 2nd load; i.e. plant to site 2 only.

Example: original delivery (Load A) is 20km from the plant, the Carrier is diverted to a job that is 18km from the plant (Load B). The Carrier's payment will be:

Load A - 1x Standard Load Rate (no extra distance payment).

Load B - Standard load rate plus extra distance payment as applicable.

If the diversion occurs before the truck has left the yard then only load B will be paid.

5.1.6 Waiting Time

The Carrier shall be paid a waiting time fee per minute for time spent on site in excess of 45 minutes, taken from the time of arrival on site to the time of leaving site. The waiting time charges will be paid in accordance with Appendix B

No waiting time will be payable if the Carrier does not adhere in full to docket completion requirements as per clauses 7.1

5.1.7 Transfer fee

(a) Metropolitan Areas

For Transfer in the metro area if a truck is required to transfer at the start of day to a plant that is not their usual starting location they will be paid a fee equal to a "transfer percentage" of the standard load rate for each defined distance increment or part thereof. For Example if the defined distance is 15 km and the transfer percentage is 25% the transfer payment would be as follows:

< 15 km = 25% of the Standard Load Rate

16-30 km = 50% of the Standard Load Rate

31-45 km = 75% of the Standard Load Rate

46-60 km = 100% of the Standard Load Rate

61-75 km = 125% of the Standard Load Rate

Etc.

If a Carrier undertakes its last load of a day from a plant which is not its base plant, and that Carrier has not received a Transfer fee at the start of that day, then the Carrier will be entitled to be paid a fee equal to a "transfer percentage" of the standard load rate for each defined distance increment or part thereof.

(b) Country Areas

If a Country Carrier is transferred outside the Metropolitan Area without a load, a transfer fee of \$1.65 per km shall be paid.

5.1.8 Dump Fee

Any concrete that requires offsite dumping as directed by Hanson shall be paid at the current Standard Load Rate including extra distance payments for the distance travelled to dump the load.

5.1.9 Blow Back

If The Carrier is required to undertake a blow back then they shall be paid as per clause 5.1.6 in relation to waiting time measured from the time they arrive on site, until the time the blow back is completed. If the left over concrete is required to be transported away from site to be dumped then the Carrier will also be paid a dump fee as per clause 5.1.8

5.1.10 Plant Mix Fee

Where the Carrier is required to load, mix and discharge concrete, or related product for Hanson's own use within the plant the Carrier shall be paid the Standard Load Rate.

5.1.11 Material Transfer Fee

Where The Carrier is required to transfer water or other material using their vehicle then the Carrier will be paid the Standard Load Rate for the appropriate distance travelled to the drop off point.

5.1.12 Multiple Discharge Points

The following shall apply if the Carrier is required to discharge at multiple locations.

- (a) Same customer; payment will be made for a single load and will include all extra distance payments based on total travel to the final point of discharge. Waiting time will commence from the time of arrival at the first discharge point.
- (b) Multiple Customers or multiple dockets; each delivery will be treated for the purpose of cartage as a separate delivery.

6. The Carrier's Obligations

6.1 The Carrier's Obligations to Provide a Truck

The Carrier must provide a truck at all times during the life of this Contract Determination. The Carrier must advise Hanson in writing of their intention to introduce a vehicle into the fleet; no vehicle shall be brought into service without prior approval in writing by Hanson.

All vehicles must be available to provide work under this Contract Determination:

- (a) during all standard hours,
- (b) at such other times as Hanson specifies by reasonable notice, being not less than 48 hours notice.

Carriers operating in the Sydney Metropolitan Area, Doyalson, Morisset, Goulburn, Bathurst or Orange must provide a truck with a GVM of not less than 28t within 18 months of the commencement of this determination. Failure to adhere to this clause will be deemed a Material Breach and the Carriers contract will be terminated pursuant to clause 17.4.

Carriers operating at other locations must provide a truck with a GVM not less than 23t. Carriers based at Bass Point, Wollongong, Nowra and Wagga Wagga are required to provide trucks with a GVM of not less than 28t within 18 months of written notice of plant upgrade.

The Carrier must ensure that its age of truck remains less than 10 years at all times during the term of this Contract Determination. If the Carrier's truck becomes more than 10 years old at any stage during the term of the Contract Determination Hanson may in its absolute discretion, terminate the Carriers contract immediately.

The Carrier may apply to Hanson's Representative in writing requesting that the Carrier be exempt from this clause for a maximum period of 12 months (per application) to continue to perform services for Hanson under the terms of this Contract Determination; In reaching a decision to accept or reject the application, Hanson's Representative's will consider a number of factors including but not limited to:

Reliability of the Truck

Availability of the truck

The Mechanical Condition of the truck

The appearance and presentation of the truck

Hanson's decision will be final. Initial applications must be submitted prior to the vehicle becoming 9.5 years old.

Should a carrier be required to introduce a truck at a point in time in this Contract Determination to a plant capable of loading trucks with a GVM of 28t, then they will be required to provide such truck at that point in time.

In circumstances where a truck is introduced that is less than 18 months old at the start of this Contract Determination the Regional Logistics Manager or nominated representative may issue a letter to a Carrier declaring their truck is deemed to satisfy the life of the contract.

Any new truck brought into the fleet by the Carrier must meet all Hanson truck specifications (excluding mixer) refer Appendix E:

6.2 Availability of Truck & Driver

The Carrier shall, as a fundamental condition of this Contract Determination, be available to provide cartage of concrete for Hanson at such times as Hanson may require so as to meet the demand of Hanson's customers 52 weeks per year during the term of this Contract Determination.

All Benefits and Entitlements under the award including Leave Entitlements of 20 days Annual leave, 10 days personal leave and up to 13 RDO's are deemed as entitlements included within this Contract Determination. All leave applications must be approved by Hanson prior to leave being taken.

In periods when demand is low, Hanson in its absolute discretion may grant permission to the Carrier to take leave without the need for the provision of a relief driver.

Hanson will measure availability specifically for each Carrier. Should The Carrier's availability not meet specified availability requirements for the fleet as defined by Hanson, Hanson at its discretion may terminate the Carriers Contract pursuant to the disciplinary process set out in clause 15.

Hanson's Representative may request Medical Certificates or proof of breakdown, repair of truck or equipment if the truck is not made available for loading, failure to provide requested documentation may result in Hanson enacting disciplinary procedure.

The Carrier and /or driver shall act in the best interest of Hanson at all times.

6.3 Mass Management

The Carrier engaged hereunder acknowledges and agrees that it must meet various regulatory requirements to achieve the maximum GVM allowed under State or National guidelines. The Carrier must comply and be accredited with:

NHVAS for Mass Management

Hanson reserves the right to alter these requirements from time to time if the State or National guidelines or regulations change and affect the GVM or carrying capacity of the Carrier's truck.

6.4 Fatigue Management

The Carrier must comply with all State and Federal regulatory requirements and with any reasonable requirements of Hanson in relation to fatigue management, as may apply from time to time during the term of this Contract Determination.

This obligation on the part of the Carrier shall include the completion and retention of all records as required under State and Federal regulations. The Carrier is to utilise Hanson's Daily log book for the recording of all records in relation to Fatigue Management, and must be able to present these when requested by Hanson.

The Carrier shall ensure that its Nominated Driver and any Relief Drivers observe Hanson's policies and practices designed to manage driver fatigue. The Carrier acknowledges as part of the Carriers contract that it must operate the truck in strict accordance of all State and Federal laws with respect to fatigue management.

The Carrier is responsible for ensuring its Nominated Driver and any Relief Driver obeys the current National Driving Hours Regulations.

6.5 Road Laws

The Carrier must:

- (a) ensure that its nominated driver operates the truck approved to provide cartage services to Hanson only on roads on which such a truck is legally permitted to travel and otherwise in accordance with applicable road laws and regulations;
- (b) observe and comply with and ensure that its nominated driver observes and complies at all times with the provisions of all acts, rules and regulations relevant to the cartage services provided including the Chain of Responsibility created by State and Federal legislation and OH&S Laws;
- (c) notify Hanson within 24hours of any traffic related infringements which will or potentially preclude them from legally performing their duties under this Contract Determination.

6.6 Truck Maintenance

The Carrier must ensure that the truck is maintained and kept in a roadworthy condition and comply with all relevant statutory legislation.

The Carrier is to utilise the Hanson Driver's Daily Log Sheet to record all daily vehicle checks.

At any time during the term of this Contract Determination Hanson's Representative has the right to require the Carrier to produce copies of any relevant documentation within seven days, to demonstrate that the Carrier is complying with the provisions of this clause. Failure by the Carrier to provide documentation will be dealt with in accordance with clause 15.

6.7 Navigation

The Carrier is responsible for providing a street directory or other navigation equipment to enable deliveries to be completed in an efficient manner.

6.8 No liability for loss of profits or opportunity

Except in reference to clause 5.1.1, Hanson has no liability whatsoever to the Carrier for loss of profits by the Carrier or loss of opportunity for the Carrier resulting from plant, agitator or vehicle breakdowns which are beyond the reasonable control of Hanson.

If the Contractor knowingly requires a Carrier to provide his vehicle at a plant which has a substantially reduced production capability for a period of not less than one (1) hour, then the Carrier will be entitled to Stand By payment per hour or part thereof following the first hour - i.e. the first hour is not paid.

6.9 Only Nominated or approved Relief Drivers to make deliveries

The Carrier agrees that:

- (a) cartage services provided by it under this Contract Determination:
 - (i) may only be carried out by a person, who, at the time of the delivery, is a Nominated or Relief Driver; and
 - (ii) must be carried out in accordance with the provisions of this Contract Determination; and
- (b) that any breach of the provisions of this Contract Determination by the Carrier, or Nominated Driver shall constitute a breach by the Carrier of the terms of this contract Determination between Hanson and the Carrier.

6.9.1 Nominated Drivers

It is a fundamental condition of this Contract Determination that the Nominated Driver will be both the controlling shareholder and a director of the Carrier.

6.9.2 Relief Drivers

Where the Carrier wishes to use a relief driver, then the Carrier must obtain the prior written approval of Hanson to allow that relief driver to become a Driver and must ensure that the driver complies with the terms of this Contract Determination (including its Appendices). Hanson has the absolute discretion to revoke approval for any Relief Driver for any reason.

The parties agree that such Relief Drivers will only be engaged in the event of:

- (i) Leave;
- (ii) Sickness; or
- (iii) Other, as approved by Hanson,

and provided that the driver is a person who:

- (a) is approved in writing by Hanson and meets Hanson's standards concerning:
 - (i) Customer service focus;
 - (ii) Driver experience;
 - (iii) Driver professionalism

- (iv) Safety
 - (v) any other matter or thing notified to the Carrier by Hanson in writing;
- (b) holds a current Written Authority from Hanson to operate any trucks at Hanson's premises; and
- (c) has been certified by Hanson as being able to satisfactorily complete a training program covering Hanson's operating methods, use of equipment and administration procedure, which program will take up to two full days for a person new to the industry to complete, comprised of four units as follows:
- (i) A general introduction to the industry.
 - (ii) Hanson's specific requirements, and covers such requirements as personal presentation, unloading, customer dealings, administration procedures and cash handling.
 - (iii) Specifics of equipment operation and emergency procedures, fire evacuation procedures and safe operating regulations.
 - (iv) A comprehensive Medical examination including drug tests.
- (d) has been satisfactorily assessed by a Hanson Driver Assessor

6.10 Training Courses

The Carrier shall ensure that its Nominated Driver participates in such designated plant meetings, inductions and training courses as Hanson may determine. The cost to the Carrier of any training held on Hanson Sites is deemed to be included in the cartage rates. Where training is held offsite the Carrier will be paid at the Hourly labour rate. Any travel expenses will be paid at the Rate "I" as outlined in Appendix B.

6.11 Fully Licensed and Trained

The Carrier shall ensure that its Nominated Driver and any Relief Drivers are fully licensed and trained in the operation of the truck and its equipment. In the event that the licence of a Nominated or Relief Driver is suspended or cancelled, the Carrier must immediately inform Hanson in writing.

The Carrier agrees that Hanson as required has the right to perform driver licence checks, via the relevant authority.

Incoming Nominated and Relief drivers will spend a nominated period of training with Company employed drivers. Where a Company employed driver is not available, it will be the responsibility of the outgoing Carrier to conduct training.

All Nominated drivers will undertake annual development reviews aimed at improving customer service and fleet efficiencies.

6.12 Drug and Alcohol Testing

The Carrier's Nominated or Relief driver may at any time whilst engaged under this Contract Determination be required by Hanson to submit to random drug and alcohol testing in accordance with Hanson's Policy and Procedures.

Upon Hanson's request, the Carrier engaged hereunder will require its Nominated Driver or Relief Driver to submit to a Hanson Fitness for Duty medical on an annual basis.

The Carrier agrees that any failure by the Nominated Driver to submit to a drug and alcohol test or to a Hanson Fitness for Duty medical shall constitute a Breach of procedure for the purposes of Clause 15.

6.13 Reporting of Defects, Loss or Theft

The Carrier shall fully and properly inform Hanson immediately upon becoming aware of any matter of which Hanson could reasonably expect to be advised including, but not limited to, breakdowns, accidents, damage to, defect in, loss or theft of the Carrier, Hanson or customer plant or equipment.

7. Responsibility for Load and Slump Control

- (a) The Carrier shall comply with the appropriate Hanson Policies, Directives, Work Methods, Operational Guidelines. Copies will be available at each concrete plant and online.
- (b) The Carrier must visually inspect each load prior to leaving the plant and shall immediately advise Hanson of any apparent omissions or unusual features of the load which may have occurred due to batching error, plant failure or contamination. Failure to report any obvious unusual feature arising from visual inspection may result in the Carrier not receiving payment for the load and if the load is subsequently dumped the Carrier will be required to refund to Hanson the cost of the Bill of Materials (BOM).
- (c) The Carrier shall ensure that the load is properly mixed as required by Hanson's Work Methods and that the slump of the concrete will be in accordance with current Australian Standards or other applicable specification limits immediately prior to discharge. These limits are currently:
 - Slump < 60mm - a tolerance of (10mm;
 - Slump (60mm or (80mm - a tolerance of (15mm;
 - Slump > 80mm or (110mm - a tolerance of (20mm;
 - Slump > 110mm or (150mm - a tolerance of (30mm;
 - Slump > 150mm - a tolerance of (40mm.
- (d) The slump requirements are based on the premise that the Carrier has at all times from the time of batching to the point of discharge, the ability to adjust the slump of the load to the above specifications. Where the Carrier does not have the ability to adjust the slump for reasons such as customer restrictions, and other than pursuant to clause 7 (b), or where the slump is so grossly out of specification (i.e. two times the tolerance) that they have failed in their duty of care, the Carrier may be absolved of responsibility for the load.
- (e) Where an additive is added by a third party after batching, the Carrier will not be responsible for the slump of the load however should make all endeavours to ensure accuracy. Any additive added by a third party must be recorded clearly on the delivery docket.
- (f) The concrete specification as shown on the delivery docket cannot be changed by any party after batching.
- (g) The agitator drum must be kept turning at all times when it contains concrete other than kerb maker or low slump concrete.
- (h) When a load is rejected at a job site because the slump is outside the nominated tolerance or because the Carrier has not complied with the requirements of this clause, the Carrier will not be paid for the cartage.
- (i) In the case of a delivery of concrete to a kerb-making machine, the Carrier assumes no responsibility for the slump of the load if it is delivered in an "as batched" condition. However the Carrier will remain responsible for the detection of obvious problems such as high slump or complete absence of cement.
- (j) If the customer requests the addition of an amount of water that takes the slump of the load outside the specified slump tolerance, the Carrier shall note the quantity of water added and the estimated final

slump of the load and obtain the name and signature of the customer or their nominated representative on all copies of the delivery docket, authorising such addition of water to the load prior to the water being added.

- (k) The Carrier shall submit all relevant copies of the signed delivery docket to the batcher immediately on returning to the plant following each delivery.
- (l) Slump control is the responsibility of the Carrier. If the Carrier and/or a Relief Driver engaged at the time by the Carrier has 3 slump violations in 6 months he will be required to spend the first half of a day retraining in the practising slumping on the slump stand. At Hanson's discretion the Carrier will also need to attend a slump retraining course. Hanson will not be liable for any compensation to The Carrier for the time to undertake retraining. Repeat occurrences will result in a written warning. (See clause 15.1) i.e. A further 3 violations in a six month period will result in a written warning.
- (m) The Carrier will be responsible for all fees and costs associated with cleaning of concrete spills caused by the Carrier, except in circumstances where mixer or mixer control failure is proven to be the cause. Upon becoming aware of any such spill the Carrier must immediately notify Hanson of the spill and await instructions.

7.1 Delivery Ticket

The Carrier shall ensure that each load is accompanied by a delivery docket and:

- (a) Will not depart from the plant with any materials loaded into the agitator without first obtaining a delivery docket from Hanson's plant batcher.
- (b) Ensure that the materials loaded into the agitator comply with the details on the delivery docket.
- (c) Ensure that no details entered on any delivery docket are altered.
- (d) Ensure that no additional water or other substance is added to the Materials at the customer's request unless the customer signs an appropriate authority.
- (e) Follow all other Hanson Docket completion processes as instructed by Hanson.
- (f) The Carrier shall ensure the following details are noted on all copies of every delivery docket:

time ex plant

time of arrival on site

time of completing unloading

whether water was added on site or not, to bring the load up to the specified slump, and if so, the quantity added

any additives added by the customer

amount of waiting time and customer name and signature, if

applicable

whether there was any unused or leftover concrete, and if so, the estimated quantity

name and signature of customer or their nominated representative.

Any other information as required by the contractor from time to time

Where the above is not completed in full the Carrier may not be paid for the load.

Failure to ensure all of the information listed above is recorded on all copies is resultant in a claim from a customer, then Hanson will reclaim any payment the Carrier has received from that delivery.

7.2 Payment Withheld

When a load is rejected at a job site because:

- (a) the slump is outside the slump limits specified in clause 7 (c);
or
- (b) The Carrier has not visually inspected the load prior to leaving the plant;
or
- (c) the load was delivered to the wrong address
or
- (d) the Carrier has not followed clear instructions printed on the delivery docket

Hanson will not pay the Carrier for the cartage to the job site or place of disposal.

Where the load is dumped because the slump is grossly outside the nominated tolerance (ie two times the tolerance) that the Carrier has failed in his duty of care the Carrier shall refund the Contractor the cost of the Bill of Materials (BOM).

Where the Carrier delivers concrete to the wrong address and if the load is subsequently dumped the Carrier will be required to refund to Hanson the cost of the Bill of Materials (BOM). Hanson may, after investigating any mitigating circumstances, consider these actions as a Breach as per clause 15.

Any concrete not accepted at a job site shall be delivered to and / or disposed of as directed by an authorised Hanson representative.

7.3 Returned Concrete

Concrete in excess of customer requirements (returned concrete) shall be delivered to and/or disposed of as directed by an authorised Hanson representative. Returned concrete shall always remain the property of Hanson.

If the Carrier has a quantity of unused or left over concrete in excess of 0.8m³, then on returning to the plant the customer service centre or plant batcher have the discretion to reuse this concrete in a following delivery by immediately reloading the Carrier without regard to the next truck intended to be loaded.

The Carrier shall not be entitled to any cartage payment for returning any leftover concrete ie part of the initial load, to the plant it was loaded from.

If however, after returning to the plant, the Carrier is then directed to dump or dispose of the left over concrete at a site outside the plant or diverted direct from site to a dump location outside of the plant, then the Carrier shall be paid a new Standard Load Rate and applicable Extra Distance Payment pursuant to clause 5.1.8.

It is the obligation of the Carrier to note on the Delivery Docket details in relation to the authorisation for any disposal. If any Carrier is found disposing of unused or left over concrete in a manner not

authorised by Hanson, then Hanson may at its discretion terminate the Carriers Contract immediately without payment of compensation to the Carrier.

7.4 Spillages and Site Cleaning

The Carrier shall at its own cost and to the satisfaction of Hanson:

- (a) During the performance of any cartage services clean up and properly remove from Hanson premises, roadways and Hanson customers premises any surplus material such as concrete or related products, or products such as oils or other items arising from the cartage services and caused by the negligence of the Carrier
- (b) Promptly report to Hanson any clean up required and any damage caused by the surplus material.
- (c) The Carrier will be liable for any charges or costs incurred in cleaning up any spillage, including 3rd party claims arising from such spillages except in circumstances where mixer or mixer control failure is proven to be the cause.

Failure to report a concrete spill will be considered as a serious environmental breach

7.5 Cash on Delivery (COD)

- (a) Collection of COD

The Carrier shall endeavour to collect COD money from COD customers for all concrete charges, including waiting time (if applicable) in accordance with Hanson Cash Sale policies and procedures.

All moneys collected shall be submitted in full (as soon as possible) to the plant manager or plant batcher, who shall immediately issue the Carrier with a receipt.

The Carrier is not required to carry a float for the purpose of providing a change facility.

Payment for Cash collection is included in the rates payable

- (b) COD Dispute

The Carrier shall immediately advise Hanson when a COD payment is not collected or a dispute arises between the Carrier and the customer.

- (c) Due Care

The Carrier shall take all due care for any money collected and is responsible for these monies until a Hanson staff member has signed a receipt for these monies.

7.6 Breakdowns

It shall be the responsibility of the Carrier to advise Hanson of a matter of urgency when a truck or mixer breakdown occurs. Should a truck or mixer breakdown occur, then the Carrier will co-operate fully with Hanson in order to avoid any damage to the mixer, but Hanson will have the principal liability. The Carrier shall not have any responsibility for the removal of any hardened concrete from the agitator.

If the Carrier's truck breaks down the Carrier shall be responsible for repairing the truck urgently. Such repair will be at the Carrier's expense.

8. Loading

8.1 Size of Load

The Carrier shall accept for delivery to a customer any load offered by Hanson that does not exceed the legal capacity of the vehicle or the rated capacity of the agitator.

8.2 Loading Order

(a) Rosters

Hanson shall implement starting, loading and vehicle transfer rosters designed to maximise the efficiency of the delivery fleet. These rosters may change from time to time in consultation with Carrier Representatives without prejudice to any individual Carrier, however the intent is to ensure that all vehicles are assigned a fair share of deliveries subject to fleet limitations or customer requests.

(b) Commencement Time and Place

The daily initial loading time of the Carrier's vehicle and the initial plant from which such loading shall take place will be notified by Hanson to the Carrier. It is the Carrier's responsibility to obtain and adhere to start times, this may require the Carrier to call a toll free number after a set time each night to obtain the start time of the next day.

Hanson agrees to operate rosters in order to ensure, so far as is reasonably possible in all the circumstances, utilisation of all carriers utilised from time to time by Hanson is effective for all concerned in cartage of product and does not prejudice any individual truck operator, be they Hanson a subsidiary of Hanson or the Carrier.

(c) The initial daily starting order will be in accordance with a cyclic roster which is:

- i. A roster made up of truck numbers, which determines the selection of a particular truck for a load or function and is based on a cycle from the first truck number to the last.
- ii. When the cyclic roster has been fully exhausted by each truck in that roster being allocated a load or function the roster then changes so that the truck number that was first becomes last. Each truck number is moved up one position in turn, and so on - except following days where plant does not open for production.
- iii. Each Carrier will start the day, when not rostered off, in order of a single cyclic roster and thereafter in order of return to plant.
- iv. Trucks will then be loaded in the order of their return to the plant (First In First Out) subject to breaks.
- v. Where trucks are required to transfer to another yard at the commencement of any business day, trucks at the bottom of the roster will be transferred first. Where a driver fails to transfer then it will be considered as a Breach subject to clause 15.
- vi. Subject to truck type or property requirements, where a truck that is not a carrier under this Contract Determination, or a Hanson truck or subsidiary of Hanson then that truck will be rostered to start after the above trucks, and subject to truck type or property will be first to be rostered off at the end of day.

The above will apply with the exception of:

- vii. Single load or Balance load greater than the mixer capacity or legal carrying capacity of the truck next in line. The single load may be assigned to the 1st available truck capable of carrying the load in a single load.
- viii. To satisfy Customer requirements such as load size, truck type or property.

- ix. Trucks with returned concrete greater than 0.8m³.
- x. To gain over all efficiencies of the fleet, by eliminating unnecessary loads with the loading of high capacity Hanson Company Owned vehicles during times of peak production.

8.3 Legal Load Limits

The Carrier will assume responsibility for any breaches in vehicle legal limits in relation to re-used concrete as Hanson has given the Carrier the discretion to dump any concrete from the topped-up load that The Carrier may deem to place them in breach of his vehicle's legal load limit.

8.4 Use of Despatch, Communication and GPS Technology

Hanson will use GPS and or other technology to optimise the performance of the fleet. This may from time to time require the fitting of additional equipment to the Carrier's truck, and this equipment will remain the property of Hanson. The Carrier shall take due care to ensure adequate protection of the equipment and Hanson will be responsible for the maintenance of such equipment.

The equipment fitted is to be operated and appropriate procedures are to be followed by the Carrier as laid down by Hanson.

The Carrier consents to Hanson recording communication made via this technology.

8.5 Scheduling and Despatch

Hanson has policies and procedures in place to ensure that the Carrier schedules are planned so that the Carrier is not induced or encouraged to break any law in respect of speed or driving hours.

9. Safety

The Carrier shall ensure that its Nominated Driver and any Relief Driver engaged by the Carrier follow and abide by all work procedures, incident reporting and safety directives of Hanson. The Carrier and its Nominated Driver and any Relief Driver must be available to attend all safety training that Hanson may deem necessary.

The Carrier must fully co-operate and participate in any incident investigations.

Failure to abide by work procedures and safety directives may be regarded as a Breach.

9.1 Hazardous Site

(a) Rights

The Carrier shall not be required to deliver a load where the Carrier reasonably considers the delivery site to be unsafe or hazardous. If such a situation is encountered the Carrier will immediately notify the Customer Service Centre or Plant Despatch who will initiate the procedure to remedy the situation. No following trucks are permitted to enter the site until such time as the reporting Carrier or Hanson manager has deemed the site safe.

9.2 Bugged Vehicles

(a) Salvage

If the Carrier proceeds beyond the kerb to complete a delivery and the vehicle becomes bogged or otherwise rendered inoperative as a consequence of such attempted delivery, Hanson will arrange the services of an experienced salvage operator to extricate the vehicle as soon as possible and will bear all costs for those arrangements, except in circumstances where the operator has failed to inspect the ground first, or has not followed marked path or direction. The

Carrier will make no claim against Hanson for time taken to extract their vehicle, except in situations where the Carrier is able to demonstrate that they have been prevented from exercising their duty of care (e.g. where a third party has given the Carrier poor directions, or prohibited them from inspecting the ground) which resulted in their vehicle becoming bogged, or where the Carrier is able to demonstrate they have duly notified the customer of the risk.

(b) Appropriate Insurance

Hanson shall ensure that the salvage operator selected under paragraph (a) above is covered by the appropriate insurance policy to rectify any damage that the salvage operator may cause to a vehicle during the extrication process.

9.3 Injury and / or Damage

Except in situations where the Carrier is able to demonstrate that they have been prevented from exercising their duty of care (e.g. where a third party has given the Carrier poor directions, or prohibited them from inspecting the ground first), or where the Carrier has duly notified the customer of the risk of damage, then The Carrier shall be responsible for any injury and / or damage to property, equipment or vehicle(s) arising from any off-kerb delivery. So as to ensure good customer and community relations, any damage costs payable to third parties by the Carrier shall be settled without delay.

10. Uniforms

10.1 Driver Presentation and Protective Clothing

The Carrier shall ensure that all Nominated Drivers and Relief Drivers when performing work under this Contract Determination will:

- (a) Wear an appropriate Hanson Uniform as provided (including high visibility shirts, trousers and jackets as issued);
- (b) Wear steel toed lace-up safety boots;
- (c) Wear Personal Protective Equipment as required by Hanson or Customer Policy Procedures or instructions;
- (d) At all times maintain a professional level of service and presentation of both personnel and equipment which is consistent with Hanson's own standards of service and presentation.

10.2 Hanson Provision

Hanson shall provide the following clothing per vehicle:

- (a) 6 days standard uniform (Trousers, Shirts and Winter Jacket) will be issued at commencement of the Carriers contract. Uniforms will then be replaced on a reasonable wear & tear basis.
- (b) Safety equipment as required to undertake the role safely.

11. Painting and Signage

11.1 Hanson Requirements

It is the Carrier's responsibility to ensure that any vehicle introduced within 5 years of the commencement date of this Contract Determination is painted at their expense in accordance with Hanson branding requirements prior to entering service. Thereafter if any vehicle is introduced to satisfy the age requirements of clause 6.1 of this Contract Determination then Hanson will arrange, on a one-off basis, to Paint the truck at their expense. It will be the responsibility of the Carrier to Paint vehicles introduced for any other reason according to Hanson Branding requirements. Signage and paint colour codes will be provided by Hanson upon request.

Before The Carrier sells or disposes of their truck for any reason, or where the Carriers contract has been terminated, they will present their truck for removal of signage by Hanson.

11.2 Re-painting

If for reasons of fleet presentation, Hanson's Representative requires the vehicle to be re-painted then the Carrier shall at their expense, paint the vehicle to a standard that is acceptable to Hanson. Fleet presentation criteria is assessed against other trucks within the fleet of similar age.

If Hanson changes its fleet colours or signage during the term of this Contract Determination, Hanson shall bear all costs associated with any repainting of vehicles that it requests.

12. Provision of Agitator

12.1 Supply

Hanson shall give the Carrier the right of use of an agitator for each vehicle with a rated mixing capacity of not less than 7 cubic metres, in the Metro Area, and not less than 5 cubic metres in Country Areas.

12.2 Safe Fitting

Hanson shall ensure the safe and proper fitting of an agitator to the vehicle in accordance with the specifications of the vehicle and agitator manufacturers.

12.3 Removal

If an agitator is required by Hanson to be removed or replaced at any time the total cost of removal and of replacement shall be borne by Hanson.

12.4 On-Going

The Carrier shall be responsible for an agitator being properly secured to the vehicle after the initial installation.

12.5 Ownership

Agitators shall remain the property of Hanson. The Carrier will not utilise the Agitator for any purpose other than that directed by Hanson.

12.6 Cleaning of Agitators and Vehicles

(a) General

The Carrier will ensure that it keeps all vehicles and agitators clean and tidy to the satisfaction of Hanson.

Hanson will monitor the presentation and image of all vehicles and agitators and may from time to time issue such reasonable instructions as it thinks are necessary to ensure that the appropriate standard of vehicle image and presentation maintained, which instructions shall be complied with by the Carrier.

(b) Daily

During each working day an agitator shall be thoroughly washed out by the Carrier and all external surfaces of the Agitator and Prime Mover cleaned down and treated as to Hanson's Satisfaction in preparation for the next days work.

(c) Cleaning Materials

All cleaning materials and equipment necessary for the cleaning of an agitator shall be supplied by Hanson free of charge and the Carrier shall ensure, and be responsible for, compliance with any and all statutory requirements and regulations relating to the use of these cleaning materials.

12.7 Maintenance

(a) Reporting of Faults

The Carrier shall report any and all apparent requirements for maintenance of agitators to Hanson.

(b) Servicing of Mixer

Hanson shall be responsible for the cost of servicing the Mixer. The Carrier shall make the mixer available for servicing. Where a Carrier is required to wait for his vehicle they will be paid a stand by rate per hour or part thereof. If he is not required to wait a means will be provided by the Contractor at the Contractor's cost to convey the Carrier to his place of residence and return him to the workshop as required.

(c) Major Maintenance

Hanson shall be responsible for all major maintenance to an agitator, in accordance with an agitator manufacturer's recommendation.

When required by Hanson, the Carrier shall have an agitator conveyed to a workshop for repairs and / or maintenance.

All work shall be completed as soon as possible and without delay.

A means will be provided by Hanson at Hanson's cost to convey The Carrier to the plant where the days work began and return to the workshop as and when required.

(d) Minor Maintenance

The Carrier shall carry out minor maintenance, oil level checks and regular greasing as per the manufacturers requirements. All materials required to carry out minor maintenance and greasing, including oil and grease will be supplied by Hanson.

The Carrier will be responsible for all maintenance and replacement of clearance lights, globes and mud-flaps.

Mud flaps shall be supplied to the Carrier by Hanson free of charge and it shall be the responsibility of the Carrier to have them fitted to each vehicle.

(e) Damage to Mixer

The Carrier shall be responsible for damage to a mixer through their negligence, deliberate action or failure of their equipment.

(f) Build up

If the Carrier presents a mixer for repairs and maintenance with hardened concrete build up on the outside of the mixer or its components and the service agent is required to remove the said hardened concrete to enable such repairs and maintenance to be carried out, the cost of removal will be deducted from money's due to the Carrier under this Contract Determination.

(g) Alterations to Mixer

The Carrier may not make any alterations to the mixer without written consent from Hanson (eg hooks, removal of ladder etc).

12.8 De-Dagging

(a) Responsibility

Hanson is responsible for the removal of hardened concrete build-up from the inside of an agitator.

(b) Provision and Cost

Hanson will provide a maintenance agreement at its cost for up to two agitator de-dagging per 12-month period. The maintenance agreement will cover the removal of up to 1.0 tonne of build-up in a 12 month period.

Any subsequent de-dagging deemed necessary by Hanson shall be arranged for by Hanson and the costs will be charged to the Carrier at the rate charged.

(c) Hours

All de-dagging will be conducted outside standard hours unless otherwise as agreed between the Carrier and Hanson.

12.9 Transfer of Mixer

The carrier will be paid for transfers to and from the workshop at the standard transfer rate.

13. Contract Administration

13.1 Contract Administration Personnel

Hanson and the Carrier will provide to each other, and maintain, a listing of prime personnel and their responsibilities involved in the ongoing administration and performance of the cartage services required under this Contract Determination. This list will include names and contact details as appropriate.

13.2 Superannuation and Workers' Compensation

The Carrier acknowledges that it is responsible for compliance with all aspects of the law with regard to any employees engaged by the Carrier in connection with cartage services. The Carrier agrees that Hanson has no liability in respect of wages, accruals, superannuation or workers compensation in respect of any employee of the Carrier.

13.3 Proper Law and Jurisdiction

This Contract Determination is governed by, and to be interpreted in accordance with, the laws of the New South Wales and where applicable the laws of the Commonwealth of Australia and the parties agree to submit to the jurisdiction of the Courts of New South Wales and if applicable the Commonwealth of Australia.

13.4 Confidential Information

The Carrier acknowledges that all information relating to past, current or future business interests, methodology, Hanson customer and supplier details or affairs of Hanson is and will remain the sole and exclusive property of Hanson. The Carrier shall keep all such information confidential (except where such information is in the public domain) and in particular will not disclose such information to any other person except as required by law or with the written consent of Hanson during or for a period of two years after termination of the Carriers contract.

13.5 Notices

Where a provision of this Contract Determination requires or allows a matter to be communicated by the Carrier to Hanson then that communication shall be addressed to the Concrete Transport Manager or the person delegated by the Concrete Transport Manager or Regional Logistics Manager.

13.6 Plant Storage - the Carrier's Equipment

Where possible Hanson will provide space for the storage of the Carrier's equipment that is reasonably necessary for the Carrier to efficiently and effectively provide the cartage services required under this Contract Determination. Storage of the equipment is at the Carrier's risk and Hanson shall not be liable for any loss or damage to the Carriers equipment whilst stored or left at any plant.

13.7 Tax Invoices

Hanson as "Recipient" and the Carrier as "Supplier" agree that in relation to supplies made pursuant to this Contract Determination:

- (a) The Recipient can issue tax invoices in respect of the supplies;
- (b) The Supplier will not issue tax invoices in respect of the supplies;
- (c) The Supplier acknowledges that it is registered for GST at all times during the life of the Carriers contract and that it will notify the Recipient if it ceases to be registered;
- (d) The Recipient acknowledges that it is registered for GST at the date of commencement of this Contract Determination and that it will notify the Supplier if it ceases to be registered for GST or if it ceases to satisfy any of the requirements of any Contracts or rulings issued in relation to recipient created tax invoices.

13.8 GST

All payments to be made by Hanson hereunder are calculated without regard to GST unless otherwise stated.

If a supply made by one party ("the Supplier") to the other ("the Recipient") is subject to GST, the Recipient agrees to pay to the Supplier an additional amount equal to the Amount of the Consideration for the supply multiplied by the prevailing GST rate.

The additional amount is payable at the same time and in the same manner as the consideration for the supply to which the additional amount relates.

The Supplier agrees to:

- (a) comply with Part VB of the Trade Practices Act 1974; and
- (b) refund any overpayment made by the Recipient under this clause promptly after the actual amount of the overpayment is ascertained.

In this clause:

"Amount of the Consideration" means:

- (i) the amount of any payment for a supply; and
- (ii) in relation to non-monetary consideration, the GST exclusive market value of that consideration.

13.9 Indemnity

The Carrier indemnifies Hanson against any loss, liability or damage, whether direct or indirect, suffered or incurred by Hanson, including any claims, losses, damages and costs, arising from or in connection with the negligent or intentional act or omission, or breach of this Contract Determination by the Carrier or its officers, employees, agents or contractors.

13.10 Privacy

The Carrier hereby authorises Hanson to collect such information from the Carrier as Hanson requires for the business of Hanson.

Hanson agrees that it will treat such information collected as confidential and will only make disclosure of that information as is required by law or as is reasonably necessary for the prudent and efficient carriage of the business of Hanson.

14. Fleet Size

Subject to the terms of this Contract Determination, Hanson shall have the discretion to vary its fleet size, make up and location in any manner and for any reason. Hanson shall consult with Carrier representatives at the earliest opportunity in regard to any proposal to change the fleet size.

15. Disciplinary Procedure

The Carrier shall ensure that the nominated driver and all employees of the Carrier work in a safe manner and follow all Policies, Procedures, Management Direction and obligations under the Carriers contract and this Contract Determination. Failure to do so will constitute a breach. Matters not outlined elsewhere in this Contract Determination that may also be considered as a breach include, but are not limited to, performing designated work poorly, refusal to carry out reasonable directions, lateness or chronic absenteeism, abusive or discourteous communication with manager/supervisor of the business or another employee or Carrier, or presenting to work in a condition rendering the Carrier incapable of performing their designated tasks.

Subsequent to an investigation by Hanson into any breach not considered a Material Breach the following process shall be implemented:

15.1 Warning Process

(a) First Breach

Written warning from Hanson to the Carrier.

(b) Second Breach

Written warning from Hanson to the Carrier.

(c) Third Breach

If a third breach occurs Hanson will have the right to terminate the Carriers contract immediately without the payment to the Carrier of any compensation.

16. Disputes

16.1 Dispute Resolution

The following procedure for the avoidance and settlement of disputes shall apply to all matters covered by this Contract Determination other than matters which are the subject of proceedings under clause 15.

The objective of the procedure is to prevent disputes and to promote the resolution of disputes by measures based on consultation, co-operation and discussion, to avoid interruption to the provision of

cartage services and the consequential loss of production and the cartage earnings of the Carrier. Emphasis shall be placed on a negotiated settlement.

16.2 Procedure for Dispute Resolution

It is understood and accepted by all parties to this Contract Determination that cartage services shall continue normally during all negotiations and any necessary proceedings. Until the matter is resolved, and/or determined, work will continue as normal, or as agreed by the parties; alternatively as pursuant to an interim determination of the commission. Neither party will be prejudiced as to the final settlement by the continuation of work; subject to a Carrier's rights regarding health and safety issues in accordance with the Act

Where a dispute arises the aggrieved party shall notify the other in writing. The following procedure shall apply:

- (a) When there is a disagreement, the Carrier shall attempt to resolve the matter by negotiating with the authorised Hanson representative on site.
- (b) In the event of the dispute not being resolved under clause 16.2 (a) within 7 days of the receipt of the notice the following shall apply:
 - (i) Discussions involving the Carrier's Representative and Hanson's Representative shall take place. If requested the Carrier and Hanson may have independent legal or other professional representation.
 - (ii) Either party shall be entitled to alter its representation. Notwithstanding the existence of a dispute or difference each party shall continue to honour their respective obligations under this Contract Determination.
- (c) If the matter is still not settled, it may be submitted by one of the Parties to the Industrial Relations Commission of New South Wales which may conciliate the matter.
- (d) The Industrial Relations Commission of New South Wales may make a determination, which is binding on the Parties, where there is no likelihood that within a reasonable period conciliation or further conciliation will result in agreement. Any outcome imposed shall not be in breach of the National Code of Practice for the Construction Industry and Industry Guidelines as well as any legislative obligations
- (e) The above steps do not preclude reference of a dispute to the Industrial Relations Commission of New South Wales at any stage of this procedure if one of the Parties believes it necessary. In these circumstances, the Industrial Relations Commission of New South Wales will retain its discretion to refer the Parties back to a continuation of this procedure where the Industrial Relations Commission of New South Wales considers that course appropriate.
- (f) Should the New South Wales Industrial Relations Commission cease to exist or for whatever reason be unable to carry out conciliation and or arbitration functions the parties agree to seek an alternate provider to conduct conciliation and arbitration functions pursuant to the above clause.

17. Termination Or Assignment of the Carriers Contract

17.1 Assignment of the Carriers Contract

The Carrier must not assign the Carriers Contract to another party without obtaining the prior written consent of Hanson, which consent may be given or withheld in Hanson's absolute discretion.

Permission will not be granted to a Carrier to assign a Carriers contract where the vehicle operated by the Carrier does not meet the requirements set out under the Contract Determination.

In the event that Hanson does not approve the assignment of the Carriers contract, the Carrier has the option to cancel the Carriers contract, or continue to fulfil his contractual obligations. Where the Carrier decides to cease his service and does not elect to assign the Carriers contract pursuant to the terms contained in this Contract Determination, the Carrier shall provide Hanson's no less than one months' notice of their intention to terminate the Carriers Contract. Hanson will arrange for the removal of all Hanson owned equipment and signage; the Carriers Contract will terminate at that point in time with no penalty cost to either party.

Where the Carrier assigns the Carriers contract on the open market, Hanson and the Carrier acknowledge that there is no Goodwill or other Premium included in the Carriers contract.

Any third party assignee introduced by the Carrier must be approved by Hanson. The proposed nominated driver of the assignee will be required to pass a pre-engagement medical and submit to a check of their relevant history.

Should Hanson introduce new carriers to the fleet after the commencement of this Contract Determination then those carriers will not be able to assign their Carriers contract on the open market.

17.2 Termination upon Insolvency

Hanson may, by notice in writing, terminate the Carriers contract immediately if the Carrier becomes insolvent within the meaning of the Corporations Act 2001.

17.3 Termination of Contracts of Carriage for Commercial Reasons

If Hanson for any reason other than under the terms of this Contract Determination decides to terminate a Carriers contract then a termination payment on the following scale will be made to the Carrier and the Carriers contract shall terminate forthwith.

- (a) 0 - 12 months from commencement of Contract Determination, Hanson shall pay \$66,000
- (b) 13 - 24 months from commencement of Contract Determination, Hanson shall pay \$55,000
- (c) 25 - 36 months from commencement of Contract Determination, Hanson shall pay \$44,000
- (d) Thereafter Hanson will make payment of the equivalent of 66% of 16 weeks earnings averaged over the preceding 12 months of operation.

For carriers introduced to the fleet after the commencement of this Contract Determination, only (d) applies.

17.4 Termination of Carriers Contract for Material Breach or Serious Misconduct

Notwithstanding clause 15.1, in the event of a breach by the Carrier or any of its Nominated Drivers of any safety or other operational procedure notified by Hanson which is a Material Breach, or amounts to serious misconduct, Hanson retains the right to terminate the Carriers contract immediately and without payment of monetary compensation to the Carrier. This right may be exercised by Hanson following an investigation of the breach by Hanson during which the Carrier may be stood down with or without compensation during the period of the investigation.

Examples of serious misconduct include, but are not limited to:

Violent or threatening behaviour to customers, Hanson employees, or other Carriers;

Engaging in conduct that causes, or is likely to cause, in the reasonable opinion of Hanson, damage to the business or reputation of Hanson;

A serious safety breach;

- A serious environmental breach;
- Theft of money, product or property;
- Being in possession of drugs of intoxication in the workplace;
- Being under the influence of drugs of intoxication or alcohol while in the workplace;
- Refusal of Drug & Alcohol test.

18. Amenities

All amenities are to comply with relevant legislation and to be not less than those enjoyed by an employee under the award. The appropriate facilities should be maintained and kept thoroughly clean and hygienic at all times by the Contractor. Carriers will conduct themselves in a tidy and appropriate manner.

19. Safety Net

- (a) An earnings safety net and guaranteed minimum earnings of \$100,498 per annum during the term of the Contract Determination will apply.

The safety net will be administered on an annual basis, in accordance with sub clause (iv) below, i.e. there will be adjustments up or down from quarter to quarter, as appropriate. Reviews will occur as part of each Rise & Fall review. As at 1 January 2014 the current annual net earnings level below which a safety net payment will be due is \$100,498.

- (i) A Carrier who earns less than \$25,124 in a quarter is entitled to a make-up payment for that quarter so that the earnings of the Carrier will equate to \$25,124
 - (ii) The make-up payment will be made in the pay period following the end of the relevant quarter.
 - (iii) When a Carrier has been paid a make-up payment under this Safety Net Scheme then the Carrier is obliged to refund the make-up payment to the Contractor if the Carrier earns more than the minimum level of earnings in the following quarter or quarters. However at the end of the financial year (i.e. 30 June) the calculation ceases and then a new year is deemed to begin. Calculations are not carried forward to successive years. The contractor is duly authorised to deduct such safety net make-up payments from the carrier's remittance where applicable.
 - (iv) The amount referred to in (a) (i) above as the annual net earnings level will be adjusted annually in accordance with movements in the rise and fall formula.
- (b) When a Carrier is "unavailable" (as explained in clause 19 (c) his safety net will be reduced by \$350.00 per day for each day he is unavailable in that quarter to a maximum of \$25,124 per quarter (as adjusted as aforesaid in accordance with movements in the rise and fall formula contained in Appendix A).
- (c) A Carrier will not deemed unavailable for the purposes of safety net adjustment if
- (i) The agitator is unserviceable, except through damage by the Carrier
 - (ii) The Carrier is on a period of approved Leave
 - (iii) The Carrier is notified prior to the commencement of work that he is not required or is rostered off at the discretion of the Contractor
 - (iv) The Carrier takes a Gazetted public holiday

APPENDIX A**Utilisation & Rise and Fall Calculation**

Period	1st January 2014 - 31st July 2014	
Regional Information		Amount
Lead		10.4
Utilisation		1000
KM Travelled		20840
Cost Category		Amount (totals \$ p.a.)
Ownership		\$24,640.00
	Truck Purchase Price	\$154,000.00
	Depreciation	
	80% of Purchase Price	\$123,200.00
	Depreciation 10% p.a. flat rate	\$12,320.00
	Interest	
	Finance Cost	8%
	Interest paid p.a. flat rate	\$12,320.00
Fuel		\$21,268.62
	Fuel Cost (\$/L) excl GST	\$1.48
	Rebate On Road Use (\$/L)	\$0.12
	Rebate Off Road Use (\$/L)	\$0.38
	On Road Fuel Consumption (%)	60%
	Off Road Fuel Consumption (%)	40%
	Fuel Consumption Rate (km/L)	1.3
	Litres Used p.a.	16031
Tyres		\$3,182.29
	Current Single Tyre Cost (SP350A)	\$509.00
	Current Cost for 12 Tyres	\$6,108.04
	Expected Tyre Life (Km)	40,000
	% of Tyre Life Used	52%
Insurance		\$11,839.40
	Comprehensive (\$ p.a.)	\$7,715.40
	Public Liability (\$ p.a.)	\$715.00
	Agitator Insurance	\$428.00
	Compulsory Third Party (\$ p.a.)	\$2,981.00
Workers Compensation		\$2,113.27
Annual Inspection		\$0.00
Registration		\$1,393.44
Repair and Maintenance		\$10,000.00
	Payments per Loads	\$10.00
Salary		\$52,561.49
	Hourly rate (grade 5 RT&D award)	\$20.22
	Weekly Salary (38hrs)	\$768.36
	Annual Salary (52 weeks p.a)	\$39,954.72
	Superannuation %	9%
	Superannuation \$	\$3,695.81

Overtime		
Overtime per week (hours)		5.65
Overtime at time and a half p.a. (hours)		293.8
Overtime paid at time and a half p.a.		\$8,910.95
Overtime at double time p.a. (hours)		0
Overtime paid at double time p.a.		\$0.00
		\$8,910.95
Admin and Management Fees		\$3,500.00
Profit		\$7,177.42
Total costs		\$130,498.50
Agreed Profit Rate		5.50%
Total Running Costs per Truck		\$137,675.92
Total # Deliveries per Truck		1000
Standard Load Rate		\$137.676
Extra Distance Payment (increment per 5km, avg. 2.5km)		\$19.493

APPENDIX B

Additional Charges and Corrections

Effective 1st January 2014 - 31st July 2014. Based on 1000 Loads p.a.

Item		6W	8W
A	Standard Load Rate (SLR)	130.89	137.68
B	Extra Distance Payment (EDP)	18.64	19.49
C	Agitator in Workshop	31.89	32.69
D	Stand-By Rate	30.33	30.33
E	Outside Hours Surcharge	65.45	68.84
F	Waiting Time	1.08	1.10
G	Transfer Fee Metro (per 15km)	32.72	34.42
H	Transfer Fee Country	\$1.44	\$1.65
I	Travel Expense	\$0.75	\$0.75
	Safety Net Per Annum	\$90,485.67	\$92,547.60
	Safety Net per Quarter	\$22,621.42	\$23,136.90

APPENDIX C**Rise and Fall Adjustment Definitions, Frequency and Methodology**

Rise and Fall Element	Review Freq.	Definition	Method of Review / Calculation
Defined Distance	Fixed	Distance to which the Standard Load Rate applies	Fixed 15 kilometre
Lead	6 monthly	Typical lead from plant to job as defined at the commencement of Contract Determination	N/A
Utilisation	6 monthly	The average number of loads carted per truck over the preceding 12 months	The utilisation rate is calculated only on the performance of trucks which have been located in the fleet in question for the twelve (12) months prior to the calculation being performed. Trucks which are transferred between fleets will not be included in the calculation until those trucks have been in that fleet for twelve (12) months.
Km's Travelled per Truck	Calculated	distance travelled by the truck in a year based on lead & number of loads, including return run	2 x lead x Utilisation
OWNERSHIP			
Hanson LOD Purchase Price (GST excl)	Fixed	Hanson LOD purchase price for standard specified truck at the commencement of Contract Determination	Price set at start of Contract Determination.
DEPRECIATION			
80% of Purchase Price	Fixed Calculation		based on a 20% residual value - used for depreciation calculations
Depreciation 10% p.a flat rate	Fixed Calculation		10% straight line depreciation
FINANCE COST			
Finance rate	Fixed	8% long term average	
Interest paid p.a flat rate	Fixed Calculation		Finance rate x Hanson LOD Purchase Price
FUEL			
Fuel Cost (\$/L) incl GST	3 monthly	Price of Diesel Fuel as available to Hanson as defined by their primary supplier net of GST & diesel fuel rebate or	Where bulk fuel is available to the entire fleet bulk fuel rates will apply

		other rebate	Where bulk fuel is not available Hanson Starcard or equivalent supplier card rate will apply.
Fuel Cost (\$/L) excl GST	Fixed Calculation		
Rebate (\$/L)	6 monthly	Rebate \$/litre	Defined Government Rebates
Fuel Consumption Rate (km/L)	Fixed	Fuel usage km/litre	Engine Manufacturer Specified Fuel Consumption for specified Truck
Litres Used p.a	Fixed Calculation	Fuel Consumed per year based on kilometres travelled	KM travelled per truck / Fuel Consumption rate
TYRES			
Single Tyre Cost (SP350A or equivalent)	6 Monthly	Hanson tyre rate from preferred supplier	Obtain price from preferred supplier
Cost for 12 Tyres	Fixed Calculation		12 x single tyre cost
Expected Tyre Life (Km)	Fixed	typical expected life of tyre	Set at start of contract
% of Tyre Life Used	Fixed Calculation	amount of tyre wear based on KM travelled	KM travelled / expected tyre life (KM)
INSURANCES			
Comprehensive (\$ p.a)	Annual	Insurance premium for 100% of Hanson LOD truck cost with 40% no claim	quotes through agreed insurance broker
Public Liability (\$ p.a)	Annual	Cost of premium as per required amount incl agi extension and wrong delivery)	quotes through agreed insurance broker
Compulsory Third Party (\$p.a)	Annual	Cost of Third Party insurance as required	quotes through agreed insurance broker
WORKERS COMPENSATION	Annual	Cost of Workers Compensation insurance	From Workcover
ANNUAL INSPECTION	Annual	Annual Cost of Roadworthy Inspection	
REGISTRATION	Annual	Cost of registration for specified truck type	Contact registration authority for cost for 4 axle rigid with GVM for Hanson Specified truck

REPAIRS AND MAINTENANCE	Calculation	allowance for annual cost of repairs and maintenance - will vary dependant on utilisation.	fixed rate per load x number ofoads 1
Payment per Load	Fixed	per load allowance for annual cost of repairs and maintenance - averaged over the life of the Contract Determination	Fixed at start
WAGES			
Hourly rate (grade 5 RT&D award)	6 monthly	Hourly rate for Grade 5 Road Transport and Distribution Award	
Weekly Salary(38hrs)	calculation	weekly wages based on 38 hour week	38 x hourly rate
Annual Salary (52 weeks p.a)	calculation	Annual Salary	52 x weekly salary
Superannuation %	6 monthly	Statutory Superannuation contribution levels	Is dependent on the current Superannuation Contribution Guarantee rate
Superannuation\$	calculation	Superannuation cost per annum based on ordinary time earnings	
OVERTIME			
Overtime per week (hours)	calculation	hours overtime worked per week	scale based on utilisation fixed at start of contract
Overtime at time and a half p.a (hours)	calculation	number of time and a half hours worked p.a.	first 12 hours of overtime worked x 52
Overtime paid at time and a half p.a	calculation	overtime cost based on time and a half hours worked	number time and half hours p.a x.5 x hourly rate 1
Overtime at double time p.a (hours)	calculation	number of double time hours worked p.a	overtime hours worked less 12 x 52
Overtime paid at double time p.a	calculation	overtime cost based on time and a half hours worked	overtime hours worked at double time p.a x 2 x hourly rate
Total Overtime paid p.a	calculation	Total overtime cost based on all Overtime hours	overtime paid at time and a half + overtime paid at double time
ADMIN AND MANAGEMENT FEES	Fixed	Allowance for all management and administration costs incurred- postage, accounting etc	Fixed allowance agreed at start of Contract Determination
PROFIT	Calculation	Profit component	Profit rate x total costs
Total costs	Calculation	Annual cost of operating truck as per this rise and fall	Sum of all cost components in this rise and fall
Profit Rate	Calculation		% of total ownership and running costs on sliding scale based on Utilisation

APPENDIX D

**Utilisation Rates
GVM > 23Ton**

Regional Information	Loads per Truck Scenarios																
	Amount																
Lead	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42
Utilisation	400	500	600	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000
Defined Distance	8336	10420	12504	14588	16672	18756	20840	22924	25008	27092	29176	31260	33344	35428	37512	39596	41680
Total Running Costs per Truck	\$102,186.79	\$105,566.98	\$110,437.58	\$115,308.19	\$120,178.79	\$125,132.19	\$131,453.81	\$137,829.70	\$144,259.86	\$150,828.67	\$158,328.52	\$166,913.58	\$175,571.32	\$184,301.73	\$194,256.13	\$204,293.73	\$214,414.51
Total # Deliveries per Truck	400	500	600	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000
Load Rate	\$255.47	\$211.13	\$184.06	\$164.73	\$150.22	\$139.04	\$131.45	\$125.30	\$120.22	\$116.02	\$113.09	\$111.28	\$109.73	\$108.41	\$107.92	\$107.52	\$107.21
Km Payment Per 5km	\$32.94	\$27.52	\$24.50	\$22.35	\$20.73	\$19.50	\$18.78	\$18.20	\$17.72	\$17.35	\$17.18	\$17.21	\$17.24	\$17.28	\$17.48	\$17.67	\$17.84

**Utilisation Rates
GVM > 28 Ton**

Regional Information	Loads per Truck Scenarios																
	Amount																
Lead	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42	10.42
Utilisation	400	500	600	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000
Defined Distance	8336	10420	12504	14588	16672	18756	20840	22924	25008	27092	29176	31260	33344	35428	37512	39596	41680
Total Running Costs per Truck	\$105,962.85	\$109,745.80	\$115,019.17	\$120,292.53	\$125,565.89	\$130,922.06	\$137,675.92	\$144,487.89	\$151,357.98	\$158,370.54	\$166,317.99	\$175,354.48	\$184,467.48	\$193,656.99	\$204,074.33	\$214,578.70	\$225,170.08
Total # Deliveries per Truck	400	500	600	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000
Load Rate	\$264.91	\$219.49	\$191.70	\$171.85	\$156.96	\$145.47	\$137.68	\$131.35	\$126.13	\$121.82	\$118.80	\$116.90	\$115.29	\$113.92	\$113.37	\$112.94	\$112.59
Km Payment per 5km	\$33.65	\$28.23	\$25.22	\$23.06	\$21.44	\$20.21	\$19.49	\$18.92	\$18.45	\$18.07	\$17.91	\$17.94	\$17.98	\$18.03	\$18.23	\$18.42	\$18.60

Transitional

Hanson will use data from the 12 month period prior to the commencement of this Contract Determination to calculate the number of loads delivered per truck. These loads shall be incorporated into a MAT sheet which will be used to calculate the average number of loads for the fleet and will apply for the first term of this Contract Determination and thereafter until 12 months has elapsed.

APPENDIX E

Truck Specifications

The below table sets out the minimum specifications for 8x4 agitators

Minimum Concrete Truck Specification

<p>Cabin</p> <p>Cabin certified to cabin crash rating ECE R29 External cabin sun-visor ISRI air suspended drivers seat with integrated lap/sash seat belt & adjustable lumbar support Air conditioning with pollen filter Electric windows Heated & motorized mirrors AM/FM Radio/CD Player 12 volt auxiliary outlet on lower centre console Engine hour meter Park brake alert system (horn sounds when door opened & park brake not applied) Amber rotating light mounted on cabin roof In-cabin fire extinguisher Cruise control Emergency triangle set Air ride cabin</p>	<p>Fuel System</p> <p>Single no less than 250ltr or greater than 300ltr, geometric shaped alloy, no less than 25 litre to no more than 35 litre Adblue tank</p>
	<p>Electrical System</p> <p>Type: 12 volt, Negative to earth Alternator - 130 Amp Batteries - 3 x 12 volt, 550 Amp CCA Body/equipment installer's air & electrical connections in cab Tail lights mounted on chassis for body builder fitment Reverse alarm Electronic Road Speed limiter</p>
	<p>Wheels</p> <p>Alloy wheels</p>
	<p>Paint</p> <p>Cabin & front bumper factory painted into Hanson Mineral Blue Chassis & wheel hubs & drums factory painted into standard black Chassis anti-corrosion treatment including sealing of chassis at mounts and waxing</p>
<p>Exhaust</p> <p>Exhaust must be above drivers head height</p>	<p>Accessories</p> <p>Safety triangles Kerb & Channel mode function Transmission breather extension</p>
<p>Engine</p> <p>Power: No less than 280hp (209 kW) Torque: No less than 778 ft/lbs (1055 Nm) Engine idle timer</p>	<p>Warranty</p> <p>Extended warranty no less than to 3 years / 600,000 km / 9,000 hours bumper to bumper 100% parts and labour. Parts Dept will provide parts discount structure for Hanson</p>
<p>Transmission</p> <p>6-Speed automatic transmission with PTO transmission oil temperature gauge</p>	<p>Tare</p> <p>No greater than 7,800 kg Tare weight with 180L fuel, all oils, fluids, no driver</p>
<p>Suspension Front</p> <p>Airbag or equivalent for driver comfort Capacity: 13.4 tonne</p>	

<p>Suspension Rear</p> <p>Must have power divider Rubber block Capacity: 18.0 tonne</p>	<p>Brakes</p> <p>ABS & ATC Lightweight Centrifuse brake drums front and rear Park brakes acting on all rear wheels and second steer axle Manual brake slack adjusters Brake exhaust mufflers Engine exhaust brake fitted Brake air drier</p>
<p>Chassis</p> <p>High tensile heat treated alloy steel channel Heavy duty centrally mounted front towing pin</p>	
<p>Steering</p> <p>Power steering Tilting and telescoping steering column</p>	<p>Additions</p>

The abovementioned TARE weight requirements may be varied if either State or Federal legislation mandates such change after the date of commencement of this Contract Determination.

Any truck introduced to the fleet must be of the paint work specified by the Company.

Should it be a requirement that additional equipment be fitted to The Carriers truck that was not necessary when the truck was first introduced to the fleet, either owing to customer requirements, safety requirements or changes to Hanson truck specifications; items shall be fitted at Hanson’s discretion with costs split on a 50:50 basis.

Ownership of the items will rest with the Carrier. Hanson may elect to pay 100% of costs with item ownership remaining with Hanson.

Intentional disconnection or tampering with any special fixture or communications equipment fitted to The Carrier’s truck will be considered a serious breach and Hanson may at its discretion terminate the Carriers contract immediately without payment of compensation to the Carrier.

R. P. BOLAND J , *President*

Printed by the authority of the Industrial Registrar.

(1915)

SERIAL C8159**LOCAL LAND SERVICES AWARD 2013**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Trade and Investment.

(No. IRC 938 of 2013)

Before The Honourable Justice Backman

3 December 2013

AWARD**Arrangement**

Clause No. Subject Matter

PART A - CORE CONDITIONS COVERING NORMAL OPERATIONS**SECTION 1 - APPLICATION AND OPERATION**

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2. Definitions
3. Title
4. Area, Incidence and Duration
5. Dispute Settlement Procedure
6. No Extra Claims

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PART A - CORE CONDITIONS COVERING NORMAL OPERATIONS

SECTION 1 - APPLICATION AND OPERATION

1. Introduction

- 1.1 On 1 January 2014 the Local Land Services (LLS) was established pursuant to Part 1, Section 2 of the Local Land Services Act 2013.
- 1.2 Employees of LLS are employed as employees of a non Public Service division as listed in Part 2 of Schedule 1 of the Public Sector Employment and Management Act 2002.
- 1.3 This Award sets out salaries and conditions of employment for employees in LLS in the classifications specified in this Award.

2. Definitions

- 2.1 Casual Employee means an employee engaged on a casual basis and paid hourly as provided for in clause 10.5 of this Award.
- 2.2 Dependant means a person who lives in the principal place of residence of the employee and who is wholly or in part dependent on the employee for support.
- 2.3 Dispute Settlement Procedure means the procedure outlined in clause 5.
- 2.4 Division Head means the Chair of the Board of Chairs.
- 2.5 Domestic Violence means domestic violence as defined in the Crimes (Domestic and Personal Violence) Act 2007.
- 2.6 Employees means all persons employed by the LLS under part 2 of Schedule 1 of the Public Sector Employment and Management Act 2002.
- 2.7 Employer means the Chair of the Board of Chairs being the Divisional Head or their nominated delegate of the Local Land Services.
- 2.8 Excess Rent is rent which is paid for a private rental property in a new location which is above the affordable rate for the employee as defined in clause 30 Transferred Employee Relocation Costs.
- 2.9 FACSL means Family and Community Service Leave in accordance with clause 19 of this Award.
- 2.10 Family Member means:
- a) A spouse of the employee.
 - b) A de facto spouse, is a person of the opposite or same sex to the employee who lives with the employee as the employee's partner on a bona fide domestic basis although not legally married to the employee.
 - c) A child or adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild, or sibling of the employee or of the spouse or de facto spouse of the employee.
 - d) A relative of the employee who is a member of the same household, where for the purposes of this definition:

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

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

"Household" means a family group living in the same domestic dwelling.
- 2.11 Family Responsibilities means, in relation to Family and Community Service Leave, the granting of such leave on compassionate grounds (such as the death or illness of a close family member), attending to unplanned or unforeseen family responsibilities (such as attending a child's school for an emergency reason or emergency cancellations by child care providers).
- 2.12 Fixed Term Employee means an employee engaged for a defined period of time stipulated at the time of engagement, as varied by agreement.
- 2.13 Full-Time Employee means a person who is employed on an ongoing or fixed term basis to work the ordinary hours prescribed in subclause 10.2 of this Award.

- 2.14 Headquarters means the centre(s) to which an employee is attached or from which an employee is required to operate on a long-term basis.
- 2.15 IRC means Industrial Relations Commission of New South Wales.
- 2.16 Leave Year means, for the calculation of annual leave loading, the year commencing on 1 December each year and ending on 30 November of the following year.
- 2.17 LIL means leave in lieu to be taken in lieu of payment for overtime defined in clause 36 of this Award.
- 2.18 Local Holiday means a holiday which is declared as an additional holiday for a specified part of the State under the Public Holidays Act.
- 2.19 Long Service Leave means extended (long service) leave as provided for in clause 20 of the Award.
- 2.20 LLS means Local Land Services.
- 2.21 LWOP means Leave Without Pay.
- 2.22 On Call means an employee who is required by the Employer to be available outside their normal working hours for recall to work.
- 2.23 Ongoing Employee means a person whose employment continues until the employee resigns or has his or her employment terminated.
- 2.24 Ordinary Working Hours means full time ordinary working hours shall be 38 hours per week Monday to Friday.
- 2.25 Part Time Employee means a person employed on an ongoing or fixed term basis in accordance with subclause 10.3, including an employee working a job share arrangement and where the ordinary hours of work are less than 38 per week or less than 7.6 hours per standard work day.
- 2.26 Reimbursement or "reimbursed" means payment of an expense by the Employer, which is actually incurred by the employee, which the Employer is satisfied is reasonable, and for which adequate evidence is produced by the employee.
- 2.27 Saturday means the period between 12 midnight Friday and 12 midnight Saturday.
- 2.28 Shift means a rostered shift as defined in clause 49 of this Award.
- 2.29 Shift worker means an employee who works rostered shifts as defined in clause 49 of the Award.
- 2.30 Standard Hours means the ordinary hours of work which are worked in the absence of flexible working hours. The hours of attendance at work are deemed to be 7.6 hours, Monday to Friday, with a lunch break of one hour.
- 2.31 Sunday means the period between 12 midnight Saturday and 12 midnight Sunday.
- 2.32 Union means an organisation of employees registered under the Industrial Relations Act 1996 who is a party to this Award.

3. Title

This Award shall be known as the Local Land Services Award 2013.

4. Area, Incidence and Duration

- 4.1 This Award comes into effect on 1 January 2014 and will remain in force until 31 December 2016.

- 4.2 Parties to this Award are:
- 4.2.1 The Employer;
- 4.2.2 Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA);
- 4.2.3 The Australian Workers Union (AWU).
- 4.3 This Award operates to replace any other Award, Agreement or instrument which would otherwise apply, including:
- Crown Employees Conservation Field Officers (NSW Department of Trade and Investment, Regional Infrastructure and Services and NSW Office of Environment and Heritage) Reviewed Award 2012
- Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Professional Officers Award
- Crown Employees (Public Sector - Salaries 2008) Award
- Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009
- Crown Employees (Senior Officers Salaries) Award 2012
- Livestock Health and Pest Authorities Salaries and Conditions Award

5. Dispute Settlement Procedure

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

- 5.9 The employee or the Union on their behalf or the Division Head may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- 5.10 The employee, Union and Division Head shall agree to be bound by any order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- 5.11 Whilst the procedures outlined in subclauses 5.1 to 5.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving workplace health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

6. No Extra Claims

- 6.1 The parties agree that, during the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.
- 6.2 The terms of the preceding subclause 6.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.

SECTION 2 - EMPLOYMENT CONDITIONS AND ARRANGEMENTS

7. Classifications Structure and Rates of Pay

- 7.1 The rates of pay outlined for in Table 1 of Schedule A provide for 36 pay points across the four classification streams.
- 7.2 Employees of LLS shall be employed in one of the following four classification streams and paid salaries according to their classification provided for in Tables 2 to 5 of Schedule A of this Award.
- Administration and Clerical Stream, Table 2 of Schedule A;
- Advisory and Technical Stream, Table 3 of Schedule A;
- Field Operations Stream, Table 4 of Schedule A; and
- District Veterinarian Stream, Table 5 of Schedule A.
- 7.3 Employees will be paid, where applicable, Work Related Allowances as provided for in Table 1 of Schedule B and Meal, Travel and Other Expense Related Allowances as provided for in Table 2 of Schedule B of this Award.
- 7.4 The Salaries and Work Related Allowances in this Award will vary in accordance with the same variations and operative dates that apply to the Crown Employees (Public Sector - Salaries 2008) Award or any replacement Award.
- 7.5 The Meal, Travel and Other Expense Related Allowances in this Award will vary in accordance with the same variations and operative dates that apply to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any replacement Award.
- 7.6 The transitional arrangements provided for in Schedule C of this Award apply only to former employees of Catchment Management Authorities who are transferred to LLS at the time it is enacted.

8. Salary Movement

- 8.1 Salary Movement for employees employed in the Administration and Clerical Stream, Advisory and Technical Stream, and Field Operations Stream will be as follows:
- 8.1.1 Movement within each Grade will be by annual increment, provided the Employer is satisfied with the conduct and manner of performance of duties of the employee concerned.
- 8.1.2 Consideration of incremental movement by the Employer, for all employees, will be subject to a satisfactory performance report recommending progression by the manager.
- 8.1.3 Promotion between grades can only take place if:
- a) A vacancy exists at a higher grade; and
 - b) The vacancy has been advertised; and
 - c) A merit selection process has been followed.
- 8.2 Salary Progression for employees employed in the District Veterinarian Stream will be as follows:
- 8.2.1 New appointments to be at the grade appropriate for the experience and skill of the appointee.
- 8.2.2 Progression between District Vet Grade 4.4 and District Vet Grade 7.2 is subject to 12 months satisfactory service at each of the previous grades. It is also subject to:
- a) demonstrating to the Employer a contribution to the achievement of the Animal Biosecurity and Welfare (AB&W) Business Plan identified KPI's; and
 - b) demonstrating to the Employer flexibility in meeting the Local Land Services (LLS) Biosecurity and Emergency Services program requirements in the previous year; and
 - c) demonstrating to the Employer active contribution to working as part of a team with other LLS employees.
- 8.2.3 In addition to the requirements in 8.2.2 above, progression from Grade 4.4 to Grade 5.1 shall be by application to the Employer and assessment of the following criteria having been satisfied:
- a) Satisfactory performance and completion of 12 months service at Grade 4.4.
 - b) Obtained an 'Authority as Inspector' under the Stock Diseases Act 1923.
 - c) Completion of the following training courses:
 - i) Certificate IV in Government (Statutory Compliance) or current equivalent.
 - ii) SEINS Infringement Notice Training.
 - iii) Equivalent current and relevant course in one or more of (but not limited to): communication, negotiation, planning, research or project management skills.
 - d) Familiarity with and ability to interpret NSW Government Animal Health policy and procedure.
 - e) Familiarity with and ability to exercise appropriate functions in accordance with policy under:
 - i) Stock Diseases Act 1923.

- ii) Local Land Services Act 2013.
 - iii) Interstate requirements for movement of livestock.
 - iv) Natural disaster relief policies.
 - v) Stock (Chemical Residues) Act 1975.
 - vi) Veterinary Practice Act 2003.
 - vii) Prevention of Cruelty to Animals Act 1979.
 - viii) Animal Diseases and Animal Pests (Emergency Outbreaks) Act 1991.
- f) Demonstrated the following:
- i) Contribution to the development of the LLS Biosecurity Operational Plan.
 - ii) Achieving identified Key Performance Indicator (KPI) targets in the LLS Biosecurity Operational Plan.
 - iii) Core reporting requirements in the LLS Biosecurity Operational Plan are met in a timely manner.
 - iv) Ability to locate and interpret relevant Livestock Health policy and procedure documents.
 - v) Ability to locate and interpret interstate movement requirements.
 - vi) Competency to record and retrieve data in timely manner to meet requirements of the animal health management system.
 - vii) Meeting standards for recording Livestock Health events within the district for certification and surveillance.
 - viii) Undertaking Continuing Professional Development to meet guidelines of the Veterinary Practitioners Board.
 - ix) Obtain competencies under Emergency Management training to Field Veterinarian Operational standard.
 - x) Ability to supervise other LLS employees or contractors during projects or day to day animal health related matters.
 - xi) Regular attendance and contribution at relevant Biosecurity and Emergency Services related meetings.

8.2.4 Progression from Grade 5.6 to Grade 6.2 shall be by demonstration to the Employer that the following criteria are satisfied:

- a) Meet all the requirements of 8.2.3 plus satisfactory completion of 12 months service at 5.6.
- b) Demonstrated the following:
 - i) Involvement in the development of the LLS Biosecurity Operational Plan in a budgeted and resourced format.

- ii) All major identified and agreed KPI's as outlined in the LLS Biosecurity Operational Plan have been satisfactorily addressed.
 - iii) Coordination (with respective LLS managers and team leaders) of the ongoing training and development of employees for Livestock Health and Emergency Management related duties.
 - iv) Regular contribution to regional Animal Biosecurity and Emergency Service meetings when held.
 - v) Involvement in discussions of policy and procedure changes at a regional level.
 - vi) Contribution at an appropriate level to the Biosecurity and Emergency Services system as a whole.
- c) Demonstrated competence in the following fields:
- i) Epidemiology.
 - ii) Diagnosis of diseases of important livestock species.
 - iii) Gross pathology of livestock species.
 - iv) Knowledge of the economic impact of diseases of important livestock species.
 - v) Advising on diseases important to livestock systems within the region.
 - vi) Livestock management systems of significance within the region.

8.2.5 Accelerated Progression

- a) The Employer may consider the granting of accelerated progression within Grades 5.1, 5.3 & 5.6 or Grades 6.2, 6.3 & 7.2 from one Grade to any other Grade, on written application from the District Veterinarian to the Employer.

Such application is to demonstrate that:

- i) general duties within the Animal Biosecurity and Emergency Services functions are being performed by the District Veterinarian at a superior level (to be assessed by the Employer and relevant Biosecurity and Emergency Services managers and team leaders); and
 - ii) a significant contribution to the Animal Biosecurity and Emergency Services functions at either a regional, state-wide, national level affecting the industry has been made by the District Veterinarian since the last progression (to be assessed by the Employer and relevant Biosecurity and Emergency Services managers and team leaders);
- b) The accelerated progression, if approved shall take effect from one (1) month after the date of lodgement of a successful application to the Employer.
- c) In all cases where an application is declined, the District Veterinarian will receive a written explanation from the Employer.

8.2.6 Progression from Grade 7.2 to Grade 7.3 shall be by application by the District Veterinarian with supporting documentation to the Employer. The Employer will arrange an assessment by a panel comprising a nominee of the Chief Veterinary Officer, an Employer nominee at manager level and within the Biosecurity and Emergency Services function and a nominee at team leader level

within the Animal Biosecurity and Welfare function of the LLS. At least one panel member should have sat on a previous panel.

The following criteria must be satisfied:

- a) Satisfactory completion of 12 months service at Grade 7.2.
- b) Demonstrate that, where appropriate, a team approach with leadership by the District Veterinarian is utilised to achieve Biosecurity Operational Plan objectives.
- c) Qualification in a subject relevant to the duties of a District Veterinarian or a combination of training and experience equivalent to such a qualification.
- d) Competencies or equivalent experience sufficient under Emergency Management to perform a Control Centre role at the level of Coordinator or above.
- e) Demonstrated continuing, active and high quality contribution to the Biosecurity and Emergency Services system as a whole, with major or significant contributions to local, regional or state-wide animal health programs.
- f) Contribution to the briefing of senior management and employees on changes to Livestock Health policy and procedure changes and implications to the community and where appropriate, assist with training required by such changes.
- g) High level of skill in the diagnosis, treatment, control, prevention, and management of Livestock Health problems in the important livestock enterprises in the district.
- h) Major input into the adoption of improved Livestock Health practices by industry.
- i) Substantial output of effective advisory material.
- j) Demonstrated cooperation and collaboration with other functional areas, other disciplines, and other agencies.
- k) High level of input into the achievement of the LLS Biosecurity and Emergency Services strategic and operational plans.

8.2.7 Progression from Grade 7.3 to Grade 7.5 shall follow 12 months satisfactory performance at each grade; and

8.2.8 Progression between Grade 7.3 and Grade 7.5 shall also be subject to the applicant demonstrating to the Employer that they continue to perform at the standard that resulted in their progression to Grade 7.3 as per clause 8.2.6.

8.2.9 In all cases where an application for progression is declined, the District Veterinarian will receive from the Employer a written explanation of the reasons for the decision.

8.2.10 If an employee feels that any application for progression has not been reasonably treated, an appeal outlining reasons and expectations, may be made to the LLS Division Head for review.

8.2.11 Progression above Grade 7.5 (pay point 31) shall only occur if:

- a) a vacancy exists; and
- b) the vacancy has been advertised; and
- c) a merit selection process has been followed.

8.2.12 Movement from Grade 8.1 to 8.2 will be by annual increment, provided the Employer is satisfied with the conduct and manner of performance of duties of the employee concerned.

9. Probationary Period

- 9.1 All new employees, excluding casuals, will be subject to a probationary period of 3 months.
- 9.2 The Employer may extend a probationary period up to a maximum of 6 months.

10. Forms of Employment

10.1 The Employer may engage employees on an ongoing employment (full time or part time); or fixed term employment (full-time or part time); or casual basis.

10.2 Ongoing Full Time Employment

A full time employee is an employee employed to work ordinary hours of 38 hours per week as provided for in clause 12 of this Award.

10.3 Ongoing Part Time Employment

10.3.1 A part time employee shall be engaged to work less than the ordinary hours worked by a full time employee.

10.3.2 Part time work may be undertaken with the agreement of the Employer. Part time work may be undertaken in a part time position or under a part time arrangement. The terms of the agreement must be in writing and specify the pattern of contract hours to be worked and may only be varied with the consent of both parties.

10.3.3 Part time employees shall be paid at the same hourly rate as a full time employee in the same classification, including any relevant expenses and/or allowances as prescribed in this Award. Incremental progression for part time employees is the same as for full time employees.

10.3.4 Part time employees receive full time entitlements on a pro rata basis calculated according to the number of hours an employee works in a part time position or under a part time arrangement.

10.3.5 Additional hours

- a) The Employer may request, but not require, a part time employee to work additional hours in excess of their contract hours.
- b) The time worked in excess of the employee's contract hours and up to the normal full time hours for the classification, part time employees shall:
 - i) Be paid for additional hours at their hourly rate plus a loading of 1/12th in lieu of annual leave where the employee is entitled to four weeks annual leave, or a loading of 5/47ths in lieu of annual leave where the employee is entitled to five weeks annual leave, or
 - ii) If working under a Flexible Working Hours Agreement as provided for in clause 13 of this Award, have the time worked credited as flexible working hours.
- c) For time worked in excess of the full time hours of the classification, or outside the bandwidth, payment shall be made at the appropriate overtime rate in accordance with clause 31 in this Award.

10.4 Fixed Term Employment

10.4.1 A fixed term employee may be engaged for a specified project or period; seasonal work; or for parental leave relief on either a full time or part time basis.

10.4.2 A fixed term employee shall be entitled to the same salary and conditions as ongoing employees in the same classification.

10.5 Casual employment

10.5.1 Rate of pay for Casuals

- a) A casual employee will be engaged and paid on an hourly basis.
- b) Casuals will be engaged and paid for a minimum of 3 hours for each occasion required to work.
- c) Engagement on any one occasion, or over a period of time, does not guarantee or give rise to any entitlement to further casual shifts.
- d) When engaged to work casual employees shall be paid the following loading in addition to their rates of pay:

Working Time	Loading
Monday to Friday	15%
Saturdays	50%
Sundays	75%
Public holidays	150%

- e) Casual employees shall also receive a 1/12th loading in lieu of annual leave.
- f) The loadings specified in subclause 10.5.1 d) are in recognition of the casual nature of employment and compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.

10.5.2 Overtime for Casuals

- a) When directed to perform overtime, casual employees shall be paid for hours in excess of 38 hours a week or in excess of 10 hours on any one day.
- b) If you are directed to work overtime you will be paid the following rates of pay:

Overtime worked	Loading in addition to the ordinary rate of pay
Monday to Friday (first 2 hours)	50%
Monday to Friday (after first 2 hours)	100%
Saturdays (first 2 hours)	50%
Saturdays (after first 2 hours)	100%
Sundays	100%
Public holidays	150%

- c) Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in subclause 10.5.1 d).
- d) The loading in lieu of annual leave as set out in subclause 10.5.1 e) is not included in the hourly rate for the calculation of overtime payments for casual employees.

10.5.3 Leave for Casuals

Other than provided for in this subclause, casual employees are not entitled to any other forms of paid or unpaid leave:

- a) Casual employees will be paid 1/12th in lieu of annual leave as prescribed at subclause 10.5.1 e);
- b) Long service leave in accordance with clause 20 of this Award;
- c) Casual employees are entitled to unpaid parental leave under chapter 2, Part 4, Division 1, Section 54, entitlement to unpaid parental leave, in accordance with the Industrial Relations Act 1996.

The Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this subclause. The rights of an Employer to engage or not to engage a casual employee are otherwise not affected.

- d) Personal Carers entitlement for casual employees
 - i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member as described in clause 2 Definitions, of this Award, who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out in subclause 18.2 of this Award.
 - ii) The Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual employee are otherwise not affected.
 - iii) In normal circumstances, a casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
 - iv) The casual employee shall within 2 hours of the commencement of their shift and on the first day or shift of such absence, inform the Employer of their inability to attend for work.
- e) Bereavement entitlements for casual employees
 - i) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member as described in clause 2 Definitions, on production of satisfactory evidence (if required by the Employer).
 - ii) The Employer and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of an agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - iii) The Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not engage a casual employee are otherwise not affected.
 - iv) The casual employee shall within 2 hours of the commencement of their shift and on the first day or shift of such absence, inform the Employer of their inability to attend for work.

10.5.4 Other clauses of this Award

The following clauses of the Award do not apply if you are employed as a casual:

9	Probationary Period
11	Termination of Employment
13	Flexible Working Hours

14	Leave - General Provisions
15	Annual Leave
16	Annual Leave Loading
17	Sick Leave
18	Carer's Leave
19	Family and Community Services Leave
21	Parental Leave
22	Military Leave
23	Purchased Leave
24	Leave Without Pay
25	Observance of Essential Religious and Cultural Obligations
26	Other forms of Paid leave
27	Leave for Matters Arising from Domestic Violence
29	Public Holidays
30	Transferred Employees Relocation Costs
31	Overtime
32	Recall to Work
33	On Call Allowance
36	Leave in Lieu (LIL) or Payment for Overtime
41	Remote Locations Living Allowance
46	Trade Union Leave and Activities

11. Termination of Employment

11.1 The Employer will not terminate an employee's employment unless:

11.1.1 The employee has been given, in writing, the period of notice required by this clause;

11.1.2 The employee is guilty of serious misconduct; or

11.1.3 All relevant legislative provisions have been complied with.

11.2 The required period of notice by the Employer will be:

Employee's Continuous Service with the Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year and up to but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

11.3 Employees over 45 years of age who have more than 2 years of continuous service will be provided with an additional one (1) week's notice.

11.4 The Employer may require the employee to work for all or part of the notice period, with any remainder of the notice period to be paid out.

11.5 Employees may terminate their employment by giving notice in writing in accordance with the table in subclause 11.2 above, or by forfeiting salary in lieu of notice.

11.6 Where the Employer has given notice of termination to an employee, the employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the Employer.

11.7 Upon termination of employment an employee must return any of the Employer's property including equipment, manuals, telephones, radios, security keys, uniforms, and identification in their possession or control.

- 11.8 Nothing in this clause shall affect the ability of the Employer to terminate the employment of an employee at any time, without notice, for serious misconduct.

12. Hours of Work

- 12.1 The ordinary hours of work shall be 38 hours per week Monday to Friday.
- 12.2 No employee shall be required to work more than five consecutive hours without a meal break.
- 12.3 Meal breaks must be given to and taken by employees. Employees shall be entitled to an unpaid meal break of not less than 30 minutes duration or longer by agreement between the Employer and employee.
- 12.4 The ordinary hours working arrangement shall be 7.6 hours per day with starting and finishing times by agreement between the Employer and the employee or on the basis of working in accordance with a Flexible Working Hours Agreement as provided for in clause 13 of this Award.

13. Flexible Working Hours

- 13.1 The parties to this Award may enter into an Agreement for flexible working hours to apply to employees covered by this Award.
- 13.2 Any Agreement provided for in subclause 13.1 shall be linked to the Department of Trade and Investment, Regional Infrastructure and Services Flexible Working Hours Agreement (FWHA) and as such will vary in accordance with the same variations and operative dates that apply to the Trade & Investment FWHA.
- 13.3 In the absence of a Flexible Working Hours Agreement, the Flexible Working Hours conditions that are provided for in clause 21 of the Crown Employees (Public Sector Conditions of Employment) Reviewed Award 2009, or its replacement, shall apply.

14. Leave - General Provisions

- 14.1 An application by an employee for leave under this clause shall be made to and dealt with by the Employer.
- 14.2 The Employer, in dealing with any such application, shall have regard to the business and operational requirements, but as far as practical shall deal with the application in accordance with the wishes of the employee.
- 14.3 All leave will be calculated in a minimum of one minute units.
- 14.4 Part time employees will receive paid leave provisions of this Award on a pro rata basis, calculated according to the number of contracted hours worked per week.
- 14.5 A fixed term employee is eligible to take a period of approved leave during the current period of employment.
- 14.6 Where paid and unpaid leave is available to be granted in terms of this Award, paid leave shall be taken before unpaid leave.
- 14.7 Leave to Count for Incremental Purposes.

The following types of paid leave are regarded as service for incremental purposes:

Annual leave;

Sick leave;

Family and community service leave;

Long service leave, full-pay, double-pay and half-pay;

Parental leave, full-pay and half-pay; other paid parental leave;

Purchased Leave at the negotiated purchase leave rate;

Leave without pay totalling five days or less in the incremental period;

Any period of leave without pay where used for the purposes of part time service with the Defence Forces; to represent Australia or NSW in amateur sport; workers' compensation or transport strikes;

Sick leave without pay;

Other forms of paid leave.

14.8 Leave to count for leave accrual purposes.

The following types of paid leave are regarded as service for leave accrual purposes:

Annual leave;

Sick leave;

Sick leave without pay;

Family and community service leave;

Personal/carers leave;

Long service leave at full-pay;

Long service leave taken on half-pay counts as full time service for all purposes except for recreation (annual) leave, which accrues at half the rate;

Long service leave taken on double-pay counts as full time service for all purposes except for recreation (annual) leave, which accrues at single-time rate;

Paid parental leave at full-pay;

Paid parental leave at half-pay, accrues all leave at half the rate;

Unpaid parental leave does not count as service for determining any leave entitlement, except for long service leave when at least ten years of service has been completed and unpaid maternity leave does not exceed six months;

Short paid other parent leave at full-pay;

Short paid other parent leave at half-pay, which accrues all leave at half the rate;

Purchased leave at the negotiated purchased leave rate of pay;

Leave without pay totalling five days or less in the incremental period;

Other forms of paid leave.

15. Annual Leave

15.1 Subject to this clause, annual leave is in accordance with the Annual Holidays Act 1944.

- 15.2 Employees are entitled to 4 weeks annual leave each year, which accrues from day to day on a pro-rata basis over a 12 month period.
- 15.3 An employee who takes unpaid parental leave in accordance with this Award is entitled to take annual leave on half pay at the same time.
- 15.4 Death - Where an employee dies, the monetary value of annual leave accrued and remaining untaken as at the date of death, shall be paid to the employee's nominated beneficiary.
- 15.5 Limits on accumulation and direction to take leave:
- 15.5.1 Employees must take at least two consecutive weeks of annual leave every 12 months, except by agreement with the Divisional Head in special circumstances.
- 15.5.2 Where operational requirements permit, the application for leave shall be dealt with by the Employer according to the wishes of the employee.
- 15.5.3 The Employer shall notify the employee in writing when accrued annual leave reaches 6 weeks or its hourly equivalent and at the same time may direct an employee to take at least 2 weeks annual leave within 3 months of the notification at a time convenient to the Employer.
- 15.5.4 The Employer shall notify the employee in writing when accrued annual leave reaches 8 weeks or its hourly equivalent and direct the employee to take at least 2 weeks annual leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Employer.
- 15.5.5 An employee must take their annual leave to reduce all balances below 8 weeks or its hourly equivalent, and the Employer must cooperate in this process.
- 15.6 Conservation of Leave:
- If the Employer is satisfied that an employee is prevented by operational or personal reasons from taking sufficient annual leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Employer shall:-
- 15.6.1 Specify in writing the period of time during which the excess shall be conserved; and
- 15.6.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the employee at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.
- 15.7 Annual leave does not accrue during leave without pay, other than:
- 15.7.1 Military leave taken without pay when paid military leave entitlements are exhausted;
- 15.7.2 Absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
- 15.7.3 Any continuous period of sick leave taken without pay when paid sick leave is exhausted;
- 15.7.4 Incapacity for which compensation is authorised under the Workplace Injury Management and Workers Compensation Act 1998 and Workers Compensation Act 1987; or
- 15.7.5 Periods which when aggregated, do not exceed 5 working days in any period of 12 months.
- 15.8 An employee who is stationed indefinitely in a remote area of the State, being the Western and Central Division of the State described as such in the Second Schedule to the Crown Lands Consolidation Act 1913 before its repeal, accrues additional annual leave at the rate of 5 days per annum.

15.9 Additional compensation for rostered work performed by shift workers on Sundays and Public Holidays.

Shift workers who are rostered to work their ordinary hours on Sundays and/or Public Holidays during the period 1 December of one year to 30 November, of the following year, or part thereof, shall be entitled to receive additional annual leave as provided for in subclause 49.7 of this Award.

15.10 An employee entitled to additional annual leave under subclauses 15.8 and 15.9 of this clause, or under subclause 49.7, Shift Work of this Award can elect at any time to cash out the additional annual leave.

16. Annual Leave Loading

16.1 Employees will receive, in addition to payment for annual leave, a leave loading of 17.5% of the monetary value of up to 4 weeks annual leave accrued in a Leave Year calculated on their salary.

16.2 The annual leave loading shall be paid to employees subject to the following conditions:

16.2.1 The full entitlement to the loading on annual leave that an employee has accrued over the previous Leave Year will be paid on the first occasion after 1 December in any year an employee takes sufficient leave to permit them to be absent from work for at least two consecutive weeks annual leave. The loading will apply only to leave accrued in the year ending on the preceding 30 November, up to a maximum of four weeks.

16.2.2 In the event of no such absence occurring by 30 November of the following year, an employee will be paid the monetary value of the annual leave loading payable on leave accrued as at 30 November of the previous Leave Year in a pay following 30 November.

16.2.3 On cessation of employment, other than termination by the Employer for serious and intentional misconduct, an employee who has not taken annual leave qualifying them for payment of the annual leave loading since the preceding 1 December shall be paid the loading, which would have been payable had such leave been taken.

16.2.4 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

16.3 As compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on five weeks, whichever is the lower.

16.4 Shift workers - Shift workers proceeding on annual leave are eligible to receive the more favourable of:

16.4.1 The shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on annual leave; or

16.4.2 17½% annual leave loading.

17. Sick Leave

17.1 An employee is entitled to take paid accrued sick leave in accordance with this clause.

17.2 Sick leave accrues at the rate of 15 days each calendar year, and any such accrued leave, which is not taken, is cumulative.

17.3 During the first 4 months of employment, an employee can access up to 5 days paid sick leave even though that leave has not yet accrued.

17.4 An employee is required to provide evidence of illness from a registered medical practitioner when sick leave exceeds two consecutive days.

- 17.4.1 The reference to medical practitioner in subclause 17.4 shall be; up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or,
- 17.4.2 at the Employer's discretion, another registered health services provider.
- 17.4.3 at the Employer's discretion, other forms of evidence that satisfy that an employee had a genuine illness.
- 17.5 Subject to 17.4 and any restrictions imposed as a result of unsatisfactory attendance, employees are entitled to take a total of 5 instances of sick leave due to illness in any one calendar year without the provision of evidence of illness, after which all leave requires evidence of illness from a registered medical practitioner.
- 17.6 Sick leave without pay shall count as service for the accrual of paid sick leave and annual leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.

18. Carer's Leave

Where family and community service leave provided for in clause 19 of this Award is exhausted or unavailable, an employee with responsibilities in relation to a family member as provided for in clause 2 Definitions who needs the employee's care and support, may elect to use available paid sick leave, when a family member is ill subject to the following:

- 18.1 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Employer may grant additional sick leave from the sick leave accumulated during the employee's eligible service.
- 18.2 If required by the Employer to establish the illness and/or the need for care of the family member concerned, the employee must provide evidence, as required under subclause 17.4, from a registered medical practitioner.

19. Family and Community Service Leave

- 19.1 The Employer shall grant to an employee some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 19.2 of this clause.

Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.

- 19.2 Such unplanned and emergency situations may include, but not be limited to, the following:
- 19.2.1 Compassionate grounds - such as the death or illness of a family member as defined in clause 2 definitions;
- 19.2.2 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;
- 19.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens an employee's property and/or prevents an employee from reporting for work;
- 19.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
- 19.2.5 Attendance at court by an employee to answer a charge for a criminal offence, only if the Employer considers the granting of family and community service leave to be appropriate in a particular case;

19.2.6 An absence during normal working hours to attend meetings, conferences or to perform other duties, for employees holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.

19.3 The maximum amount of FACSL that an employee will be granted at ordinary rates is:

19.3.1 Two and a half days in the first 12 months of service; or

19.3.2 Five days in any period of two years after the first 12 months of service; or

19.3.3 One day for each completed year of service, less the total amount of any FACSL already taken by the employee, whichever is the greater.

19.4 If available FACSL is exhausted, on the death of a Family Member or relative, additional paid FACSL of up to 2 days may be granted on a discrete, per occasion basis to an employee.

20. Long Service Leave

20.1 General

Long Service Leave for employees will accrue and be granted in accordance with the extended leave provisions of Schedule 3 and Schedule 3A of the Public Sector Employment and Management Act 2002.

20.2 Long Service Leave (LSL) Entitlements

20.2.1 An employee who has completed 10 years of continuous service with the Employer is entitled to LSL of:

44 working days at full pay, or

88 working days at half pay, or

22 working days at double pay.

20.2.2 For each additional calendar year of service completed in excess of 10 years, employees accrue 11 working days LSL.

20.2.3 Entitlement to leave if employment terminated in special circumstances.

a) An employee with at least 5 years' service but less than 7 years' service whose employment is terminated:

i) by the employee, for reasons of illness, incapacity or domestic or other pressing necessity, or

ii) by the Employer for reasons other than serious and intentional misconduct.

b) The employee is entitled to:

i) for 5 years' service, one month's leave on full pay, and

ii) for further service in excess of 5 years, additional leave proportionate to the employee's length of service (up to but not including 7 years) calculated at the rate of 3 months leave for 15 years' service.

20.2.4 Employees who have completed at least 7 years of continuous service with the Employer, or as recognised in accordance with Schedule 3A of the Public Sector Employment and Management Act 2002, are entitled to access the LSL accrual indicated in subclause 20.2.1 above on a pro rata basis of 4.4 working days per completed year of service.

20.2.5 Employees who are employed part time are entitled to LSL on the same basis as that applying to a full time employee but payment for the leave is calculated on a pro rata basis.

21. Parental Leave

21.1 Parental leave includes maternity, adoption and other parent leave.

21.2 Maternity leave shall apply to an employee who is pregnant and, subject to this clause the employee shall be entitled to be granted maternity leave as follows:

21.2.1 For a period up to 9 weeks prior to the expected date of birth; and

21.2.2 For a further period of up to 12 months after the actual date of birth.

21.2.3 An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.

21.3 Adoption leave shall apply to an employee adopting a child and who will be the primary care giver, the employee shall be granted adoption leave as follows:

21.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or

21.3.2 For such period, not exceeding 12 months on a full-time basis, as the Employer may determine, if the child has commenced school at the date of the taking of custody.

21.4 Special Adoption Leave - An employee shall be entitled to unpaid adoption leave for up to 2 days to attend interviews or examinations for the purposes of adoption. Adoption leave may be taken as a charge against annual leave, long service leave, flexitime or family and community service leave.

21.5 Other Parent Leave - Where maternity or adoption leave does not apply, "other parent" leave is available to male and female employees who apply for leave to look after his/her child or children. Other parent leave applies as follows:

21.5.1 Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;

21.5.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the employee as provided for in subclause 21.5.1 Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.

21.6 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, an employee entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the employee:

21.6.1 Applied for parental leave within the time and in the manner determined set out in subclause 21.10 of this clause; and

21.6.2 Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.

- 21.6.3 Payment for the parental (i.e. maternity, adoption or short other parent leave) may be made as follows:
- a) In advance as a lump sum; or
 - b) Fortnightly as normal; or
 - c) Fortnightly at half pay; or
 - d) A combination of full-pay and half pay.
- 21.7 Payment for parental leave is at the rate applicable when the leave is taken. An employee holding a full time position who is on part time leave without pay when they start parental leave is paid:
- 21.7.1 At the full time rate if they began part time leave 40 weeks or less before starting parental leave;
- 21.7.2 At the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
- 21.7.3 At the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- 21.7.4 An employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- 21.7.5 At the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
- 21.7.6 At a rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period; or
- 21.7.7 At a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.
- 21.8 Except as provided in subclause 21.6 of this clause parental leave shall be granted without pay.
- 21.9 Right to request - An employee who has been granted parental leave in accordance with subclause 21.2, 21.3 or 21.5 of this clause may make a request to the Employer to:
- 21.9.1 Extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- 21.9.2 Return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);
- to assist the employee in reconciling work and parental responsibilities.
- 21.9.3 The Employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement employees, loss of efficiency and the impact on customer service.
- 21.10 Notification Requirements

- 21.10.1 When the Employer is made aware that an employee or their spouse is pregnant or is adopting a child, the Employer must inform the employee of their entitlements and their obligations under the Award.
- 21.10.2 An employee who wishes to take parental leave must notify the Employer in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
- a) That she/he intends to take parental leave, and
 - b) The expected date of birth or the expected date of placement, and
 - c) If she/he is likely to make a request under subclause 21.9 of this clause.
- 21.10.3 At least 4 weeks before an employee's expected date of commencing parental leave they must advise:
- a) The date on which the parental leave is intended to start, and
 - b) The period of leave to be taken.
- 21.10.4 Employee's request and the Employer's decision to be in writing
- The employee's request under subclause 21.9 and the Employer's decision made under subclause 21.10 must be recorded in writing.
- 21.10.5 A employee intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Employer in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Employer agrees.
- 21.10.6 An employee on maternity leave is to notify her Employer of the date on which she gave birth as soon as she can conveniently do so.
- 21.10.7 An employee must notify the Employer as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- 21.10.8 An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Employer and any number of times with the consent of the Employer. In each case she/he must give the Employer at least 14 days' notice of the change unless the Employer decides otherwise.
- 21.10.9 An employee has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause 21.9 of this clause, and she/he resumes work immediately after the approved leave or work on a part time basis.
- 21.10.10 If the position occupied by the employee immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the employee is qualified for and is capable of performing, the employee shall be appointed to a position of the same grade and classification as the employee's former position.
- 21.10.11 An employee does not have a right to her/his former position during a period of return to work on a part time basis. If the Employer approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- 21.10.12 An employee who has returned to full time work without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done

- once only, and a minimum of 4 weeks' notice (or less if acceptable to the Employer) must be given.
- 21.10.13 An employee who is sick during her pregnancy may take available paid sick leave or accrued recreation or long service leave or sick leave without pay. An employee may apply for accrued annual leave, long service leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 21.10.14 An employee may elect to take available annual leave or long service leave within the period of parental leave provided this does not extend the total period of such leave.
- 21.11 An employee may elect to take available annual leave at half pay in conjunction with parental leave provided that:
- 21.11.1 Accrued annual leave at the date leave commences is exhausted within the period of parental leave;
- 21.11.2 The total period of parental leave is not extended by the taking of annual leave at half pay;
- 21.11.3 When calculating other leave accruing during the period of annual leave at half pay, the annual leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
- 21.12 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Employer, should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- 21.13 If such adjustments cannot reasonably be made, the Employer must grant the employee maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born whichever is the earlier.
- 21.14 Communication during parental leave
- 21.14.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:
- a) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- b) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 21.14.2 The employee shall take reasonable steps to inform the Employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- 21.14.3 The employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with this subclause 21.14.

22. Military Leave

- 22.1 During the period of 12 months commencing on 1 July each year, the Employer may grant to an employee who is a volunteer part time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the employee's unit.
- 22.2 Up to 24 working days military leave per financial year shall be granted by the Employer to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 22.1 of this clause.
- 22.3 The Employer may grant an employee paid leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- 22.4 An employee who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 22.2 of this clause may be granted Military Leave Top up Pay by the Employer.
- 22.5 Military Leave Top up Pay is calculated as the difference between an employee's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 22.6 During a period of Military Leave Top up Pay, an employee will continue to accrue sick leave, annual and long service leave entitlements, and the Employer will continue to make superannuation contributions at the normal rate.
- 22.7 At the expiration of military leave in accordance with subclause 22.2 or 22.3 of this clause, the employee shall furnish to the Employer a certificate of attendance and details of the employee's reservist pay signed by the commanding officer or other responsible officer.

23. Purchased Leave

- 23.1 An employee may apply to enter into a Purchased Leave Agreement with the Employer to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- 23.2 Each application will be considered subject to operational requirements and personal needs and will take into account business needs and work demands.
- 23.3 The leave must be taken within the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
- 23.4 The leave will count as service for all purposes.
- 23.5 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay:
- 23.5.1 Purchased leave rate means the rate of pay the employee receives when their ordinary rate has been reduced to cover the cost of purchased leave.
- 23.5.2 To calculate the purchased leave rate of pay, the employees ordinary rate of pay will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.
- 23.6 Purchased leave is subject to the following provisions:
- 23.6.1 The purchased leave cannot be accrued and the dollar value of unused leave will be refunded where it has not been taken in the 12 month Purchased Leave Agreement period.
- 23.6.2 All other leave taken during the 12 month Purchased Leave Agreement period i.e. including sick leave, annual leave, long service leave or leave in lieu, will be paid at the purchased leave rate of pay.

- 23.6.3 Sick leave cannot be taken during a time when purchased leave is being taken.
- 23.6.4 The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
- 23.6.5 Overtime and salary related allowances not paid during periods of annual leave will be calculated using the employee's hourly rate based on the ordinary rate of pay.
- 23.6.6 A higher duties payment will not be paid when purchased leave is being taken.
- 23.7 Specific conditions governing purchased leave may be amended from time to time by the Employer in consultation with the Union parties.

24. Leave Without Pay

- 24.1 The Employer may grant leave without pay to an employee if good and sufficient reason is shown.
- 24.2 Where an employee is granted LWOP, which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of annual leave.
- 24.3 Where an employee is granted leave without pay for a period not exceeding 10 consecutive working days, the employee shall be paid for any proclaimed public holidays falling during such leave without pay.
- 24.4 An employee shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.

25. Observance of Essential Religious and Cultural Obligations

- 25.1 Provided adequate notice as to the need for leave is given by an employee to the Employer and it is operationally convenient to release the employee from duty, the Employer must grant the leave applied for by the employee for the following:
- 25.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- 25.1.2 Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,
- 25.2 Annual, Long Service Leave, flex leave or Leave Without Pay may be utilised to observe the obligations.

26. Other Forms of Paid Leave

- 26.1 Jury Service
- 26.1.1 An employee shall, as soon as possible, notify the Employer of the details of any jury summons served on the employee.
- 26.1.2 An employee who attends court in answer to a jury summons shall, upon return to work after discharge from jury service, provide to the Employer any certificate of attendance issued by the Sheriff or by the Registrar of the Court giving particulars of attendance(s) by the employee and the details of any payment made to the employee in respect of any such period.
- 26.1.3 In respect of any period during which an employee was required to be at work the employee shall receive:

- a) Paid leave on ordinary pay where the employee has provided to the Employer a certificate of attendance and pays the attendance fees to the Employer. The employee may retain out of pocket expenses; or
- b) In any other case, at the election of the employee either annual leave on full pay; or leave without pay, if the employee retains the attendance fees.

26.2 Witness at Court - Official Capacity

When an employee is subpoenaed or called as a witness in an official capacity, the employee shall be regarded as being at work. Salary and any expenses properly and reasonably incurred by the employee in connection with the employee's appearance at court as a witness in an official capacity shall be paid by the Employer.

26.3 Witness at Court - Crown Witness

26.3.1 An employee who is subpoenaed or called as a witness by the Crown (Commonwealth or State) will be granted paid leave for the time they attend Court, provided the employee provides proof of allowable fees and out of pocket expenses associated with the court attendance when submitting their leave application. If the employee chooses to retain the fees paid, leave such as LWOP, flex leave or annual leave must be taken.

26.3.2 An employee subpoenaed or called as a witness in a private capacity other than by the Crown (Commonwealth or State) is not eligible for paid leave and must apply for other forms of leave such as LWOP, flex leave or annual leave.

26.4 NAIDOC Day

An employee who identifies as an Indigenous Australian shall be granted up to one day paid leave per year to observe National Aboriginal and Islander Day of Commemoration celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week, provided the employee provides reasonable notice to the Employer.

26.5 Domestic Violence

When the leave entitlements referred to in clause 27, Leave for Matters Arising from Domestic Violence have been exhausted, the Employer shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from Domestic Violence situations. Documentation proving the occurrence of domestic violence is required and may be issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.

26.6 Sport

Family and Community Services Leave may be granted for attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for employees who are selected to represent Australia or the State.

26.7 Emergency Services

26.7.1 Employees who volunteer may be granted leave to attend emergencies declared in accordance with the relevant legislation or announced by the Governor. Employees must notify the Employer of the request for State Emergency leave as soon as possible supported by evidence in writing of their attendance as a volunteer at the emergency.

26.7.2 Where an employee is required to attend a course approved by the Rural Fire Service, the employee will be granted up to 10 days paid leave per year, subject to operational convenience. Proof of course attendance and completion is required.

26.7.3 Where an employee is required to attend a course required by the State Emergency Services (SES), the employee will be granted paid leave for the duration of the course, provided the SES advises the Employer that the employee is required to attend. Proof of course attendance and completion is required.

26.7.4 Employees may be granted an additional 1 day of paid leave for rest when they attend a declared emergency for several days as an SES or RFS volunteer.

27. Leave for Matters Arising from Domestic Violence

- 27.1 Leave entitlements provided for in clauses 17 (Sick Leave) and 18 (Carer's Leave) and 19 (Family and Community Service Leave), may be used by employees experiencing Domestic Violence.
- 27.2 Where the leave entitlements referred to in subclause 27.1 above are exhausted, the Employer shall grant paid leave in accordance with subclause 26.5 of this Award.
- 27.3 The Employer will need to be satisfied, on reasonable grounds that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.
- 27.4 Personal information concerning domestic violence will be kept confidential by the Employer.
- 27.5 The Employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working time and changes to work location, telephone number and email address.

28. Lactation Breaks

- 28.1 This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Award.
- 28.2 An ongoing full time employee or ongoing part time employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 28.3 An ongoing part time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 28.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- 28.5 The Employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 28.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- 28.7 Employees experiencing difficulties in effecting the transition from home based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 28.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in

accordance with clause 17, Sick Leave of this Award, or access to a flexible working hours scheme provided for in clause 13, Flexible Working Hours of this Award, where applicable.

29. Public Holidays

- 29.1 Unless directed to attend for duty by the Employer, an employee is entitled to be absent from duty without loss of pay on any day which is:
- 29.1.1 A public holiday throughout the State; or
 - 29.1.2 A local holiday in that part of the State at or from which the employee performs duty; or
 - 29.1.3 A day between Boxing Day and New Year's Day determined by the Employer as a public holiday.
- 29.2 An employee required by the Employer to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- 29.3 If a local holiday falls during an employee's absence on leave, the employee is not to be credited with the holiday.

30. Transferred Employees Relocation Costs

- 30.1 The Employer will offer a relocation package to employees whose roles are relocated to another work location by the Employer and where it requires the employee to relocate their principal place of residence from one town or part of the state to another.
- 30.2 A relocation package will be in accord with the Crown Employees (Transferred Employees Compensation) Award 2009 or an Award replacing that Award.

31. Overtime

31.1 General

An employee may be directed by the Employer to work overtime, provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:

- 31.1.1 The employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
 - 31.1.2 Any risk to the employee's health and safety;
 - 31.1.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the LLS and the effect on client services;
 - 31.1.4 The notice (if any) given by the Employer regarding the working of the overtime, and by the employee of their intention to refuse overtime; or
 - 31.1.5 Any other relevant matter.
- 31.2 Payment for overtime shall be made only where the employee works directed overtime.
- 31.3 Subject to clause 13 Flexible Working Hours, overtime shall be deemed as the hours directed to be worked before 7.30am, or after 6.00pm, provided that, on the day when overtime is required to be performed, the employee shall not be required by the Employer to work more than 7.6 hours after finishing overtime or before commencing overtime.

- 31.4 If an employee is compensated for overtime through any other arrangement, the employee is not entitled to the provisions in this clause.
- 31.5 The minimum payment in terms of subclause 31.7 (Overtime Rates) applies, overtime shall not be less than a quarter of an hour.
- 31.6 Overtime is not payable for time spent travelling.
- 31.7 Overtime Rates
- 31.7.1 The provisions of this clause shall not apply to shift workers. Overtime provisions for shift workers are set out in clause 50 of this Award.
- 31.7.2 Rates - Overtime shall be paid at the following rates:
- a) Weekdays (Monday to Friday inclusive) - At the rate of time and one-half for the first two hours and double time thereafter for all directed overtime worked outside the employee's ordinary hours of work, if working standard hours, or in accordance with a Flexible Working Hours Agreement as provided for in clause 13 of this Award.
 - b) Saturday - All overtime worked on a Saturday at the rate of time and one half for the first two hours and double time thereafter.
 - c) Sundays - All overtime worked on a Sunday at the rate of double time.
 - d) Public Holidays - All time worked on a public holiday at the rate of double time and one half.
 - e) An employee whose salary, or salary and allowance in the nature of salary, exceeds the rate for LLS Level 6.5, as varied from time to time, shall be paid for working directed overtime at the rate for LLS Level 6.5, plus \$1.00, unless the Employer approves payment for directed overtime at the employee's salary or, where applicable, salary and allowance in the nature of salary.
- 31.8 If an employee is absent from work on any working day during any week in which overtime has been worked, the time so lost may be deducted from the total amount of overtime worked during the week, unless the employee has been granted leave of absence or the absence has been caused by circumstances beyond the employee's control.
- 31.9 An employee who works overtime on a Monday to Friday inclusive, shall be paid a minimum payment of one quarter of one hour at the appropriate rate.
- 31.10 An employee who works overtime on a Saturday, Sunday or public holiday, shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- 31.11 Rest Periods:
- 31.11.1 An employee who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
- 31.11. Where an employee, at the direction of the Employer, resumes or continues working without having had eight (8) consecutive hours off work, then the employee shall be paid at the appropriate overtime rate until released from work for eight hours. The employee will then be entitled to eight (8) consecutive hours off work and shall be paid for the ordinary working time occurring during the absence.

32. Recall to Work

- 32.1 An employee recalled to work overtime after leaving the Employer's premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- 32.2 The employee shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- 32.3 When an employee returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlaps into the next call-out period, payment shall be calculated from the commencement of the first recall until either the end of the employees attendance at work or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
- 32.4 When an employee returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the employee was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
- 32.5 A recall to work commences when the employee starts work and terminates when the work is completed. A recall to work does not include time spent travelling to and from the place at which work is to be undertaken.
- 32.6 An employee recalled to work within three (3) hours of the commencement of usual hours of work shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- 32.7 This clause shall not apply in cases where it is customary for an employee to return to the Employer's premises to perform a specific job outside the employee's ordinary hours of work, or where overtime is continuous with the completion or commencement of ordinary hours of work. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

33. On-Call Allowance

- 33.1 When required to be on call, an employee shall be:
- 33.1.1 Paid an allowance as set out in Item 1 of Table 1 of Schedule B;
 - 33.1.2 Available outside of ordinary working hours;
 - 33.1.3 Able to be contacted immediately;
 - 33.1.4 Respond to an emergency/breakdown situation in a reasonable time agreed with the Employer;
and
 - 33.1.5 In a fit state, free of the effects of alcohol or drugs.
- 33.2 If an employee who is on call and is called out by the Employer, the overtime provisions as set out in subclause 31.7 Overtime Rates or overtime worked by shift workers as set out in clause 50, whichever is appropriate shall apply to time worked;
- 33.3 Where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

34. Overtime Meal Breaks

- 34.1 Employees not working flexible hours - An employee required to work overtime on weekdays for an hour and a half or more after the employee's ordinary hours of work on weekdays, shall be allowed 30 minutes for a meal break and thereafter, 30 minutes for a meal break after every five hours of overtime worked.
- 34.2 Employees working flexible hours - An employee required to work overtime on weekdays beyond 6.00 pm and until or beyond eight and a half hours after commencing work plus the time taken for lunch, shall be allowed 30 minutes for a meal break and thereafter, 30 minutes for a meal break after every five hours of overtime worked.
- 34.3 Employees generally - An employee required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal break after every five hours of overtime worked. An employee who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

35. Overtime Meal Allowances

Employees required to work overtime for an hour and a half or more immediately after their finishing time, without being given 24 hours' notice beforehand of the requirement to work overtime, will either be supplied with a meal by the Employer, or be paid the amount as set out at Item 10 of Table 2 of Schedule B for the first and for each subsequent meal occurring every 4 hours thereafter. If not required to work overtime, after having been so notified, payment will still be made for the meals.

36. Leave in Lieu (Lil) Or Payment for Overtime

- 36.1 The Employer shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the employee so elects, by the grant of leave in lieu at the overtime rate in accordance with subclause 31.7 of this Award.
- 36.2 This leave shall be taken within three months of the overtime worked subject to organisational convenience except where it is being used to look after a sick family member. The leave shall be taken in multiples of a quarter of a day. If leave in lieu is not taken within three months the overtime will be paid and the leave in lieu cancelled.

37. Travelling Expenses

- 37.1 Any authorised official travel and associated expenses, properly and reasonably incurred by an employee required to perform duty at a location other than their normal headquarters shall be met by the Employer.
- 37.2 The Employer shall require employees to obtain an authorisation for all official travel prior to incurring any travel expense.
- 37.3 Where available at a particular centre or location, the overnight accommodation to be occupied by employees who travel on official business shall be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.
- 37.4 Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.
- 37.5 The Employer will elect whether to pay the accommodation directly or whether an employee should pay the accommodation and be compensated in accordance with this clause. Where practicable, employees shall obtain prior approval when making their own arrangements for overnight accommodation.
- 37.6 Subject to subclause 37.14 of this clause, an employee who is required by the Employer to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses

properly and reasonably incurred during the time actually spent away from the employee's residence in order to perform the work.

37.7 If meals are provided by the Employer at the temporary work location, the employee shall not be entitled to claim the meal allowance.

37.8 For the first 35 days, the payment shall be:

37.8.1 Where the Employer elects to pay the accommodation provider the employee shall receive:

- a) The appropriate meal allowance in accordance with Item 1 of Table 2 of Schedule B, and
- b) Incidentals as set out in Item 1 of Table 2 of Schedule B, and
- c) Actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;

37.8.2 Where the Employer elects not to pay the accommodation provider the employee shall elect to receive either:

- a) The appropriate rate of allowance specified in Item 2 of Table 2 of Schedule B, and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
- b) In lieu of subparagraph a) of this subclause, payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 2 of Schedule B.

37.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the employee satisfies the Employer that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.

37.10 Where an employee is unable to so satisfy the Employer, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.

37.11 After the first 35 days - If an employee is required by the Employer to work in the same temporary work location for more than 35 days, such employee shall be paid the appropriate rate of allowance as specified in Item 4 of Table 2 of Schedule B.

37.12 Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause 37.11 of this clause, the Employer could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by an employee working from a temporary work location.

37.13 The return of an employee to their home at weekends or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.

37.14 This clause does not apply to employees who are on an employee-initiated secondment in accordance with section 86 of the Act and described in the Commentary and Guidelines on Staff Mobility (temporary staff transfers - section 86 and temporary assignment - section 88) and Cross-Agency Employment (section 100) Public Sector Employment and Management Act 2002.

38. Excess Travelling Time

38.1 Excess Travelling Time - An employee directed by the Employer to travel on official business outside a flexitime bandwidth if working under a Flexible Working Hours Agreement or usual hours of work, for employees working standard hours, to perform work at a location other than normal headquarters or place of work, at the Employer's discretion, will be compensated for such time either by:

- 38.1.1 Payment calculated in accordance with the provisions contained in this clause or
- 38.1.2 If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the Employer.
- 38.2 Compensation shall be subject to the following conditions:
- 38.2.1 On a non-working day - subject to the provisions of subclauses 38.3.4, 38.3.5 and 38.3.6 of this clause, all time spent travelling on official business;
- 38.2.2 On a working day - subject to the provisions of subclause 38.3 of this clause, all time spent travelling on official business outside a flexitime bandwidth if working under a Flexible working Hours Agreement or usual hours of work, for employees working standard hours.
- provided the period for which compensation is being sought is more than a half an hour on any one day.
- 38.3 Compensation for excess travelling time shall exclude the following:
- 38.3.1 Time normally taken for the periodic journey from home to headquarters and return;
- 38.3.2 Any periods of excess travel of less than 30 minutes on any one day;
- 38.3.3 Travel to new headquarters on permanent transfer, if paid leave has been granted for the day or days on which travel is to be undertaken;
- 38.3.4 Time from 10.00 p.m. on one day to 6.00 a.m. on the following day if sleeping facilities have been provided;
- 38.3.5 Travel not undertaken by the most practical available route and by the most practical and economic means of transport;
- 38.3.6 Working on board ship where meals and accommodation are provided;
- 38.3.7 Time within the flex time bandwidth if working under a Flexible Working Hours Agreement as provided for in clause 13 of this Award;
- 38.3.8 Travel overseas.
- 38.4 Payment - Payment for travelling time calculated in terms of this clause shall be at the employee's ordinary rate of pay on an hourly basis.
- 38.5 The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.
- 38.6 Employees whose salary is in excess of the rate for LLS Level 5.4 shall be paid travelling time or waiting time calculated at the rate for LLS Level 5.4, plus \$1.00 as adjusted from time to time.
- 38.7 Time off in lieu or payment for excess travelling time or waiting time will not be approved for more than eight hours in any period of 24 consecutive hours.

39. Business Usage of Private Motor Vehicle

- 39.1 The Employer may authorise an employee to use a private motor vehicle for work where:
- 39.1.1 Such use will result in greater efficiency or involve the LLS in less expense than if travel were undertaken by other means; or

39.1.2 Where the employee is unable to use other means of transport due to a disability.

39.2 An employee who, with the approval of the Employer, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 7 of Table 2 of Schedule B for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 39.4 of this clause.

39.3 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.

39.3.1 The casual rate is payable if an employee elects, with the approval of the Employer, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.

39.3.2 The official business rate is payable if an employee is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the employee is unable to use other transport due to a disability. The official business rate includes a component to compensate an employee for owning and maintaining the vehicle.

39.4 Deduction from allowance

39.4.1 Except as otherwise specified in this Award, an employee shall bear the cost of ordinary daily travel by private motor vehicle between the employee's residence and headquarters and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.

39.4.2 In this subclause "headquarters" means the administrative headquarters to which the employee is attached or from which the employee is required to operate on a long term basis or the designated headquarters per subclause 39.4.3.

39.4.3 Designated headquarters

- a) Where the administrative headquarters of the employee to which they are attached is not within the typical work area in which the employee is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.
- b) An employee's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.

39.4.4 On days when an employee uses a private vehicle for official business and travels to and from home, whether or not the employee during that day visits headquarters, a deduction is to be made from the total distance travelled on the day. The deduction is to equal the distance from the employee's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.

39.4.5 Where a headquarters has been designated per subclause 39.4.3 and the employee is required to attend the administrative headquarters, the distance for calculating the daily deduction is to be the actual distance to and from the administrative headquarters, or, to and from the designated headquarters, whichever is the lesser.

39.4.6 Deductions are not to be applied in respect of days characterised as follows.

- a) When staying away from home overnight, including the day of return from any itinerary.
- b) When the employee uses the vehicle on official business and returns it to home prior to travelling to the headquarters by other means of transport at their own expense.

- c) When the employee uses the vehicle for official business after normal working hours.
 - d) When the claim shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this subclause is exclusive of, and not in addition to, days referred to in subparagraphs a), b) and c) of this subclause.
 - e) When the employee buys a weekly or other periodical rail or bus ticket, provided the Employer is satisfied that:
 - i) at the time of purchasing the periodical ticket the employee did not envisage the use of their private motor vehicle on approved official business;
 - ii) the periodical ticket was in fact purchased; and
 - iii) in regard to train travellers, no allowance is to be paid in respect of distance between the employee's home and the railway station or other intermediate transport stopping place.
- 39.5 The employee must have in force, in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the Motor Vehicles (Third Party Insurance) Act, 1942, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Employer.
- 39.6 Expenses such as tolls etc. shall be refunded to employees where the charge was incurred during approved work related travel.
- 39.7 Where an employee tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the employee shall be entitled to an additional allowance as prescribed in Item 7 of Table 2 of Schedule B.

40. Damage to Private Motor Vehicle Used for Work

- 40.1 Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer shall be reimbursed by the Employer provided:
- 40.1.1 The damage is not due to gross negligence by the employee; and
 - 40.1.2 The charges claimed by the employee are not the charges prescribed by the insurer as punitive excess charges.
- 40.2 Provided the damage is not the fault of the employee, the Employer shall reimburse to an employee the costs of repairs to a broken windscreen, if the employee can demonstrate that:
- 40.2.1 The damage was sustained on approved work activities; and
 - 40.2.2 The costs cannot be met under the insurance policy due to excess clauses.

41. Remote Locations Living Allowance

- 41.1 An employee shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
- 41.1.1 Indefinitely stationed and living in a remote area as defined in subclause 41.2 of this clause; or
 - 41.1.2 Not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in subclause 41.2 of this clause.
- 41.2 Grade of appropriate allowance payable under this clause shall be determined as follows:

- 41.2.1 Grade A allowances - the appropriate rate shown as Grade A in Item 8 of Table 2 of Schedule B in respect of all locations in an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality, except as specified in subclauses 41.2.2 and 41.2.3 of this clause;
- 41.2.2 Grade B allowances - the appropriate rate shown as Grade B in Item 8 of table 2 of Schedule B; in respect of the towns and localities of Angledool, Barringun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;
- 41.2.3 Grade C allowances - the appropriate rate shown as Grade C in Item 8 of table 2 of Schedule B in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocolche, Olive Downs, Tibooburra and Yathong.
- 41.3 The dependant rate for each grade is payable where:
- 41.3.1 The employee has a dependant as defined in subclause 41.4; and
- 41.3.2 The employee's dependant(s) resides within the area that attracts the remote area allowance; and
- 41.3.3 The employee's spouse, if also employed in the service of the Crown, is not in receipt of an allowance under this clause, unless each spouse resides at a separate location within the remote area.
- 41.4 For the purposes of this clause dependant is defined as
- 41.4.1 The spouse of the employee (including a de facto spouse);
- 41.4.2 Each child of the employee aged eighteen years or under;
- 41.4.3 Each child of the employee aged more than eighteen years but less than twenty-six years who remains a student in full time education or training at a recognised educational institution, or who is an apprentice; and
- 41.4.4 Any other person who is part of the employee's household and who is, in the opinion of the Employer, substantially financially dependent on the employee.
- 41.5 Fixed term employees, such as relief staff, who are employed for short periods are not eligible to receive a remote areas allowance.
- 41.6 An employee who is a volunteer part-time member of the Defence Force and receives the remote area allowance at the non-dependant rate is not paid the allowance while on military leave
- 41.7 An employee who is a volunteer part-time member of the Defence Forces and receives the remote area allowance at the dependant rate may continue to receive the allowance at the normal rate for the duration of the military leave provided that:
- 41.7.1 The employee continues in employment; and
- 41.7.2 The dependants continue to reside in the area specified; and
- 41.7.3 Military pay does not exceed the employee's salary plus the remote areas allowance.
- If the military salary exceeds the employee's salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

42. Other Allowances

42.1 Camping Allowance

Where the employee is directed to camp, conditions and allowances shall be as follows:

42.1.1 Amenities

- a) A permanent solid floor structure, externally clad and internally lined.
- b) A bed and mattress and pillow.
- c) A lockable door and windows that are fly screened.
- d) Table and chairs.
- e) Artificial lighting.
- f) Heating if required.
- g) Shower facilities with hot and cold water.
- h) Toilet facilities that are fly proof.
- i) Kitchen equipped with stove, cooking equipment as required, utensils, storage, sink with water, refrigerator, cleaning equipment and materials for cleaning.
- j) Adequate supplies of fresh drinking water.

42.1.2 In the event of there being no permanent structure, the Employer shall provide a caravan with amenities equivalent to those required above.

42.1.3 Where the Employer is unable to provide such equipment specified above, with Employer approval the employee shall be:

- a) Reimbursed for the cost of hiring such equipment upon production of receipts; or
- b) Be paid the daily allowance for providing their own equipment as provided for in Item 6 of Table 2 of Schedule B.

42.1.4 An employee may provide their own bedding or sleeping bag and be paid the bedding allowance as set out in Item 6 of Table 2 of Schedule B. Otherwise the Employer shall provide necessary sheets, blankets or sleeping bag.

42.1.5 Camping allowance and amounts per day are as set out in Item 5 of table 2 of Schedule B.

42.2 Home Office Allowance

Where the Employer, by a formal written request, requires an employee to use a space at their home as an office, and requires the employee to spend the majority of their office time in that office, the following conditions will apply:

42.2.1 A formal agreement shall be signed by the Employer and the employee before such official use of the space.

42.2.2 The Employer will be responsible for providing a desk, chair, cabinet, telephone, computer and other necessary equipment as determined by the Employer.

42.2.3 The furniture and equipment provided by the Employer shall remain the property of the Employer.

42.2.4 An Allowance per year of an amount set out in Items 9 of table 2 of Schedule B, payable to the employee on a fortnightly basis in arrears, shall be paid by the Employer on commencement of the use of the room after the agreement has been signed.

42.2.5 The amount of the Allowance will increase in accordance with the amount specified in the annual CPI published by the Australian Bureau of Statistics as at June quarter.

42.2.6 If the agreement is cancelled in writing by either party, no further payments shall be paid by the Employer and no amounts shall be refunded by the employee.

42.3 Flying Allowance

Where an employee is required by the Employer to work from an in-flight situation the employee shall be paid an allowance as set out in Item 2 of Table 1 of Schedule B. The flying allowance payable under this subclause shall be in addition to any other entitlement for the time actually spent working in the aircraft.

42.4 Horse Allowance

If the Employer requests an employee to use his or her own horse for their official duties and the employee agrees, the employee is entitled to be paid an amount as set out in Item 11 of table 2 of Schedule B for each week or part thereof that the horse is used.

42.5 Dog Allowance

If the Employer requests an employee to use his or her own dog or dogs for their official duties, and the employee agrees, the employee is entitled to be paid an amount as set out in Item 12 of table 2 of Schedule B, for each week or part thereof that the dog is used.

43. Higher Grade

43.1 Employees who are authorised by the Employer to perform all the duties of a Higher Grade position for five or more consecutive days, shall not be paid less than the minimum salary of the higher graded position.

43.2 Where in any one period of higher duties of five consecutive days or more the employee does not perform the whole of the duties of the higher graded position, the employee will be paid a percentage as determined by the Employer of the minimum salary of the higher graded position.

44. Salary Packaging

44.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed in clause 7 or in Table 1 of Schedule A of this Award and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.

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

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

44.4 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and the Employer will be provided in a separate written agreement, in accordance with the

Employer's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.

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

44.5.1 Any fringe benefits tax liability arising from a salary packaging arrangement; and

44.5.2 Any administrative fees.

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

44.6.1 Superannuation Guarantee Contributions;

44.6.2 Any salary-related payment including but not limited to severance payments, allowances and workers compensation payments; and

44.6.3 Payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

SECTION 3 - OTHER MATTERS

45. Consultation Arrangements

45.1 The Employer is committed to establishing effective consultation on matters of mutual interest and concern, both formal and informal between the parties to this Award.

45.2 A Joint Consultative Committee (JCC) will be established to facilitate communication and discussion between the parties to help establish cooperation and trust. The JCC will provide a forum for the parties to work together when consultation takes place about workplace change, employment related policies and the review and implementation of this Award.

46. Trade Union Leave and Activities

46.1 LLS will grant special leave with pay to:

46.1.1 Union delegates for undertaking the following activities:

- a) annual or biennial conferences of the delegate's Union;
- b) meetings of the union executive, committee of management or councils;
- c) annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- d) attending meetings called by Unions NSW involving the delegate's Union which requires the attendance of a delegate;
- e) giving evidence before an industrial tribunal as a witness for the delegate's Union.

46.1.2 Union members up to a maximum of 12 days in any two year period for undertaking courses organised and conducted for or by the employee's Union or a training provider nominated by the employee's Union;

- 46.1.3 this leave is granted subject to:
- a) LLS's operational requirements;
 - b) the employee's absence being able to be covered by existing employees;
 - c) pay being paid at the ordinary hours rate, that is the base rate of pay excluding extraneous payments such as shift allowances, penalty rates, overtime, overtime in lieu, or other costs;
 - d) all travel and associated expenses being met by the employee or the employee's Union;
 - e) the employee's Union or a nominated training provider confirming the employee's attendance in writing;
 - f) the Union advising LLS in writing, in advance and as soon as the date, time and expected duration of meetings, training or activities are known;
- 46.1.4 LLS will allow the employee reasonable travel time to and from such meetings, conferences and training where special leave applies;
- 46.1.5 LLS will re-credit any flex leave or other leave applied for on the day to which special leave applies;
- 46.2 Subject to operational requirements, Union delegates will be released from the performance of their normal duties and will be regarded as being on duty when required to undertake any of the following activities in their role as delegate:
- 46.2.1 attendance at JCC meetings;
 - 46.2.2 attendance at meetings with management requiring an employee to attend in the capacity of Union delegate;
 - 46.2.3 attendance at disciplinary or grievance meetings where an employee requires the presence of a Union delegate;
 - 46.2.4 giving evidence in court or a similar tribunal on behalf of LLS;
 - 46.2.5 presenting information about the Union to new employees inducted at LLS;
 - 46.2.6 distributing official information from the delegate's Union at the workplace provided a minimum of 24 hours' notice is given to LLS management, unless otherwise agreed between LLS and the Union delegate. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.
- 46.3 Where Union delegates are carrying out Union delegate functions as described in subclause 46.2 above, LLS will:
- 46.3.1 allow the Union delegate reasonable preparation time before attending meetings with management;
 - 46.3.2 allow for reasonable travel time to and from meetings;
 - 46.3.3 meet the approved travel and accommodation costs incurred from meetings called by LLS management;
 - 46.3.4 re-credit any flex leave or other leave applied for on the days which on duty Union delegate responsibilities are required;

46.3.5 provide delegates with reasonable access to the following facilities for authorised Union activities:

- a) telephone, facsimile, e-mail if available;
- b) access to staff noticeboards for material authorised by the delegate's Union;
- c) workplace conference or meeting facilities, where available, for meetings with members as agreed with LLS and the delegate's Union.

46.4 LLS and the Union may enter into an on-loan arrangement allowing a Union

member to be seconded to the Union. This on-loan arrangement is granted subject to:

46.4.1 the employee not working on LLS related matters, unless otherwise agreed in advance with LLS;

46.4.2 the Union reimbursing LLS all employee-related costs including salary and on costs such as superannuation, etc although LLS will continue to be responsible for paying the employee while they are on loan;

46.4.3 written agreement being reached with LLS prior to the commencement of the on-loan arrangement including the details of the on-loan arrangement, duration and the cost reimbursement schedule;

46.4.4 the on-loan arrangement being kept to a minimum time;

46.4.5 any application to extend the on-loan arrangement being made in writing to LLS and agreement reached about the arrangement well in advance of the expiry date of the current arrangement;

46.4.6 on-loan arrangements being considered as service with LLS for the purpose of accrual of leave. The Union will advise LLS of any leave taken by the employee while they are on loan;

46.4.7 LLS granting the on-loan arrangement at its discretion to an employee on a full time or a part time basis subject to LLS's operational requirements.

47. Work Environment

47.1 Work Health and Safety - The parties to this Award are committed to achieving and maintaining an accident-free and healthy workplace in LSS by:

47.1.1 The development of policies and guidelines for the LLS on Work Health, Safety and Rehabilitation;

47.1.2 Assisting to achieve the objectives of the Work Health and Safety Act 2011 and the Work Health and Safety Regulation 2011 by establishing agreed Work Health and Safety consultative arrangements in LLS and or/work premises; to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility within LSS to achieve these objectives;

47.1.3 Identifying training strategies for employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;

47.1.4 Developing strategies to assist the rehabilitation of injured employees;

47.1.5 Involving the Division Head in the provisions of subclause 47.1.1 to 47.1.4 of this clause.

47.2 Equality in employment - The Employer is committed to the achievement of equality in employment and the Award has been drafted to reflect this commitment.

- 47.3 Harassment free Workplace - Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the Anti-Discrimination Act 1977. The Employer and employees are required to refrain from, or being party to, any form of harassment in the workplace.

48. Anti-Discrimination

- 48.1 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.
- 48.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 48.3 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.
- 48.4 Nothing in this clause is to be taken to affect:
- 48.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
- 48.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
- 48.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
- 48.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 48.5 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.
- 48.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 48.5.2 Section 56(d) of the Anti-Discrimination Act 1977 provides:

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

SECTION 4 - CONDITIONS COVERING SHIFTWORKERS

49. Shift Work

- 49.1 Shift Loadings - A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings for the period of the shift worked:

Day - at or after 6am and before 10am	Nil
Afternoon - at or after 10am and before 1pm	10.0%
Afternoon - at or after 1pm and before 4pm	12.5%
Night - at or after 4pm and before 4am	15.0%
Night - at or after 4am and before 6am	10.0%

- 49.2 The loadings specified in subclause 49.1 of this clause shall only apply to shifts worked from Monday to Friday.
- 49.3 Weekends and Public Holidays - For the purpose of this clause any shift, the major portion of which is worked on a Saturday, Sunday or Public Holiday shall be deemed to have been worked on a Saturday, Sunday or Public Holiday and shall be paid as such.
- 49.4 Saturday Shifts - Shift workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday which is not a public holiday, shall be paid for such shifts at ordinary time and one half.
- 49.5 Sunday Shifts - Shift workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday which is not a public holiday, shall be paid for such shifts at ordinary time and three quarters.
- 49.6 Public Holidays - the following shall apply:
- 49.6.1 Where a shift worker is required to and does work on a Public Holiday, the shift worker shall be paid at two and a half times the rate for time worked. Such payment shall be in lieu of weekend or shift allowances which would have been payable if the day had not been a Public Holiday;
- 49.6.2 A shift worker rostered off work on a Public Holiday shall elect to be paid one day's pay for that Public Holiday or to have one day added to his/her annual holidays for each such day.
- 49.7 Shift Workers Additional leave shall be granted on the following basis:

The number of ordinary shifts worked on Sunday and/or public holiday during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional leave
4-10	1 additional day
11-17	2 additional days
18-24	3 additional days
25-31	4 additional days
32 or more	5 additional days

- 49.8 The additional leave provided for subclause 49.7 shall be granted after 1 December each year for the preceding 12 months.
- 49.9 Where the shift worker retires or resigns, or the employment of a shift worker is terminated by the Employer, any payment that has accrued from the preceding 1 December until the last day of service shall be paid to the shift worker.
- Payment shall be made at the rate applicable as at 1 December each year or at the salary rate applicable at the date of retirement, resignation or termination.
- 49.10 Rosters - Rosters covering a minimum period of 28 days, where practicable, shall be prepared and issued at least 7 days prior to the commencement of the rosters. Each roster shall indicate the starting and finishing time of each shift. Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the Department Head.
- 49.11 Notice of Change of Shift - A shift worker who is required to change from one shift to another shift shall, where practicable, be given forty eight (48) hours' notice of the proposed change.
- 49.12 Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.
- 49.13 If a shift worker continues to work or resumes work without having had eight (8) consecutive hours off work, the shift worker shall be paid overtime in accordance with clause 50, Overtime Worked by Shift

Workers of this Award, until released from work for eight (8) consecutive hours. The shift worker will then be entitled to be off work for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.

49.14 Time spent off work may be calculated by determining the amount of time elapsed after:

49.14.1 The completion of an ordinary rostered shift; or

49.14.2 The completion of authorised overtime; or

49.14.3 The completion of additional travelling time, if travelling in work time, but shall not include time spent travelling to and from the workplace.

49.15 Daylight Saving - In all cases where a shift worker works during the period of changeover to and from daylight saving time, the shift worker shall be paid the normal rate for the shift.

50. Overtime Worked By Shift Workers

50.1 The following rates are payable for any overtime worked by shift workers and shall be in substitution of and not in addition to the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or Public Holiday.

50.1.1 Monday-Friday - All overtime worked by shift workers Monday to Friday inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

50.1.2 Saturday - All overtime worked by shift workers on Saturday, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

50.1.3 Sunday - All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.

50.1.4 Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.

50.1.5 An employee whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Grade 6.5 (Pay point 26), as varied from time to time, shall be paid for working directed overtime at the maximum rate for Grade 6.5 (Pay point 26) plus \$1.00, unless the Employer approves payment for directed overtime at the employee's salary or, where applicable, salary and allowance in the nature of salary.

50.2 Eight Consecutive Hours Break on Overtime - When overtime is necessary, wherever reasonably practicable, it shall be arranged so that shift workers have at least eight (8) consecutive hours off work.

50.3 The rest period off work shall be not less than eight (8) consecutive hours when the overtime is worked for the purpose of changing shift rosters except where an arrangement between shift workers alters the ordinary rostered shift and such alteration results in a rest period of less than eight (8) hours.

SECTION 5 - TRAINING AND PROFESSIONAL DEVELOPMENT

51. Employee Development and Training Activities

51.1 For the purpose of this clause, the following shall be regarded as employee development and training activities:

51.1.1 All employee development courses conducted by a NSW Public Sector organisation;

51.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and

- 51.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- 51.2 For the purposes of this clause, the following shall not be regarded as employee development and training activities:-
- 51.2.1 Activities for which study assistance is appropriate;
- 51.2.2 Activities to which other provisions of this Award apply (e.g. courses conducted by the Union); and
- 51.2.3 Activities which are of no specific relevance to the LLS.
- 51.3 Attendance of an employee at activities considered by the Employer to be:
- 51.3.1 Essential for the efficient operation of the LLS; or
- 51.3.2 Developmental and of benefit to the LLS;
- shall be regarded as on duty for the purpose of payment of salary if an employee attends such an activity during normal working hours.
- 51.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the LLS:
- 51.4.1 Recognition that the employees are performing normal duties during the course;
- 51.4.2 Adjustment for the hours so worked under flexible working hours;
- 51.4.3 Payment of course fees:
- 51.4.4 Payment of all actual necessary expenses or payment of allowances in accordance with this Award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and
- 51.4.5 Payment of overtime where the activity could not be conducted during the employee's normal hours and the Employer is satisfied that the approval to attend constitutes a direction to work overtime under clause 31, Overtime of this Award.
- 51.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the LLS:
- 51.5.1 Recognition of the employee as being on duty during normal working hours whilst attending the activity;
- 51.5.2 Payment of course fees;
- 51.5.3 Reimbursement of any actual necessary expenses incurred by the employee for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
- 51.5.4 Such other conditions as may be considered appropriate by the Employer given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- 51.6 Where the training activities are considered to be principally of benefit to the employee and of indirect benefit to the LLS, special leave of up to 10 days per year shall be granted to an employee. If additional leave is required and the Employer is able to release the employee, such leave shall be granted as a charge against available flex leave, annual/long service leave or as leave without pay.

- 51.7 Higher Grade Allowance - Payment of a higher grade allowance is to continue where the employee attends a training or developmental activity whilst on duty in accordance with this clause.

52. Study Assistance

- 52.1 The Employer shall have the power to grant or refuse study time.
- 52.2 Where the Employer approves the grant of study time, the grant shall be subject to:
- 52.2.1 The course being a course relevant to the LLS;
 - 52.2.2 The time being taken at the convenience of the LLS; and
 - 52.2.3 Paid study time not exceeding a maximum of 4 hours per week, to accrue on the basis of half an hour for each hour of class attendance.
- 52.3 Study time may be granted to Ongoing and Fixed Term Full Time employees and Ongoing and Fixed Term Part Time employees. Part Time employees however shall be entitled to a pro-rata allocation of study time to that of a Full Time employee.
- 52.4 Study time may be used for:
- 52.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - 52.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
 - 52.4.3 Private study; and/or
 - 52.4.4 Accumulation, subject to the conditions specified in subclauses 52.6 to 52.10 of this clause.
- 52.5 Employees requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:-
- 52.5.1 Face-to-Face - Employee may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
 - 52.5.2 Correspondence - Employees may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
 - 52.5.3 Accumulation - Employees may choose to accumulate part or all of their study time as provided in subclauses 52.6 to 52.10 of this clause.
- 52.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the LLS.
- 52.7 Employees on rotating shifts may accumulate study time so that they can take leave for a full shift, where this would be more convenient to both the employee and the Employer.
- 52.8 Where at the commencement of an academic year/semester an employee elects to accrue study time and that employee has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- 52.9 Employees attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.

- 52.10 Where an employee is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- 52.11 Employees studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 52.12 Correspondence Courses - Study time for employees studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- 52.13 Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- 52.14 Repeated subjects - Study time shall not be granted for repeated subjects.
- 86.15 Expendable grant - Study time if not taken at the nominated time shall be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- 52.16 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- 52.17 The period granted as examination leave shall include:
- 52.17.1 Time actually involved in the examination;
 - 52.17.2 Necessary travelling time, in addition to examination leave, but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the employee.
- 52.18 The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- 52.19 Study Leave - Study leave for full-time study is granted to assist those employees who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- 52.20 All employees are eligible to apply and no prior service requirements are necessary.
- 52.21 Study leave shall be granted without pay, except where the Employer approves financial assistance. The extent of financial assistance to be provided shall be determined by the Employer according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- 52.22 Where financial assistance is approved by the Employer for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the employee.
- 52.23 Scholarships for Part Time Study - In addition to the study time/study leave provisions under this clause, the Employer may choose to identify courses or educational programmes of particular relevance or value and establish a LLS scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

SCHEDULE A - CLASSIFICATION STRUCTURE AND RATES OF PAY

Table 1 - Salary Pay Points

Pay Point	Effective from 1 January 2014 \$	Grade
1	41,710	1.1
2	42,430	1.2
3	43,832	1.3
4	46,661	1.4
5	49,488	2.1
6	51,717	2.2
7	53,653	2.3
8	55,985	3.1
9	57,630	3.2
10	59,237	3.3
11	60,863	3.4
12	62,587	4.1
13	64,474	4.2
14	66,487	4.3
15	68,531	4.4
16	72,186	5.1
17	73,882	5.2
18	74,979	5.3
19	76,212	5.4
20	79,199	5.5
21	81,520	5.6
22	83,962	6.1
23	86,472	6.2
24	88,764	6.3
25	90,075	6.4
26	92,940	6.5
27	95,710	7.1
28	98,401	7.2
29	102,418	7.3
30	105,469	7.4
31	107,523	7.5
32	110,699	8.1
33	115,392	8.2
34	117,958	8.3
35	122,620	8.4
36	128,023	8.5

Table 2 - Administration and Clerical (A&C) Stream

Classification	Grade	Pay Point
A&C 1 Level 1	1.1	1
A&C 1 Level 2	1.2	2
A&C 1 Level 3	1.3	3
A&C 1 Level 4	1.4	4
Hard Barrier		
A&C 2 Level 1	2.1	5
A&C 2 Level 2	2.2	6
A&C 2 Level 3	2.3	7
Hard Barrier		
A&C 3 Level 1	3.1	8
A&C 3 Level 2	3.2	9

A&C 3 Level 3	3.3	10
A&C 3 Level 4	3.4	11
Hard Barrier		
A&C 4 Level 1	4.1	12
A&C 4 Level 2	4.2	13
A&C 4 Level 3	4.3	14
A&C 4 Level 4	4.4	15
Hard Barrier		
A&C 5 Level 1	5.2	17
A&C 5 Level 2	5.4	19
A&C 5 Level 3	5.5	20
A&C 5 Level 4	5.6	21
Hard Barrier		
A&C 6 Level 1	6.1	22
A&C 6 Level 2	6.2	23
A&C 6 Level 3	6.4	25
A&C 6 Level 4	6.5	26
Hard Barrier		
A&C 7 Level 1	7.1	27
A&C 7 Level 2	7.2	28
A&C 7 Level 3	7.3	29
A&C 7 Level 4	7.4	30
Hard Barrier		
A&C 8 Level 1	8.1	32
A&C 8 Level 2	8.2	33
A&C 8 Level 3	8.4	35
A&C 8 Level 4	8.5	36

Table 3 - Advisory and Technical (A&T) Stream

Classification	Grade	Pay Point
A&T 1 Level 1	5.2	17
A&T 1 Level 2	5.4	19
A&T 1 Level 3	5.5	20
A&T 1 Level 4	5.6	21
Hard Barrier		
A&T 2 Level 1	6.1	22
A&T 2 Level 2	6.2	23
A&T 2 Level 3	6.4	25
A&T 2 Level 4	6.5	26
Hard Barrier		
A&T 3 Level 1	7.1	27
A&T 3 Level 2	7.2	28
A&T 3 Level 3	7.3	29
A&T 3 Level 4	7.4	30
Hard Barrier		
A&T 4 Level 1	8.1	32
A&T 4 Level 2	8.2	33
A&T 4 Level 3	8.4	35
A&T 4 Level 4	8.5	36

Table 4 - Field Operations (FO) Stream

Classification	Grade	Pay Point
FO1 Level 1	1.3	3
FO1 Level 2	1.4	4
Hard Barrier		

FO2 Level 1	2.1	5
FO2 Level 2	2.2	6
FO2 Level 3	2.3	7
Hard Barrier		
FO3 Level 1	3.1	8
FO3 Level 2	3.2	9
FO3 Level 3	3.3	10
FO3 Level 4	3.4	11
Hard Barrier		
FO4 Level 1	4.1	12
FO4 Level 2	4.2	13
FO4 Level 3	4.3	14
FO4 Level 4	4.4	15

Table 5 - District Veterinarian Stream

Classification	Grade	Pay Point
Level 1	4.4	15
Level 2.1	5.1	16
Level 2.2	5.3	18
Level 2.3	5.6	21
Level 3.1	6.2	23
Level 3.2	6.3	24
Level 3.3	7.2	28
Level 4.1	7.3	29
Level 4.2	7.4	30
Level 4.3	7.5	31
Hard Barrier		
Team Leader Animal Biosecurity and Welfare Level 1	8.1	32
Team Leader Animal Biosecurity and Welfare Level 2	8.2	33

SCHEDULE B

ALLOWANCES AND EXPENSES

Table 1 - Work Related Allowances

Item No	Clause No	Allowance	\$ Rates Effective from 1 January 2014
1	33.1	On-call allowance	\$0.88 per hour
2	42.3	Flying allowance	\$18.80 per hour

Table 2 - Meal, Travel and Other Expense Related Allowances

Item No	Clause No	Description	Rates Effective from 1 January 2014 \$
1	37.8.1 (a)	Meal Expenses - where Employer elects to pay the accommodation provider	
	37.8.1 (a)	Capital cities and high cost country centres	

		(see list in item 2)	
		Breakfast	\$24.90
		Dinner	\$47.75
		Lunch	\$28.00
	37.8.1 (a)	Tier 2 and other country centres (see list in item 2)	
		Breakfast	\$22.30
		Dinner	\$43.85
		Lunch	\$25.45
	37.8.1 (b)	Incidental expenses - where Employer pays the accommodation provider	\$18.20
2	37.8.2	Travelling allowances (Accommodation and Meal Allowances - where Employer elects not to pay the accommodation provider)	
		Capital cities	Per day
		Adelaide	\$275.85
		Brisbane	\$319.85
		Canberra	\$286.85
		Darwin	\$320.85
		Hobart	\$250.85
		Melbourne	\$291.85
		Perth	\$351.85
		Sydney	\$301.85
	37.8.2	High cost country centres	Per day
		Alice Springs (NT)	\$268.45
		Albany (WA)	\$297.85
		Bourke (NSW)	\$283.85
		Bright (VIC)	\$254.85
		Broome (WA)	\$351.85
		Bunbury (WA)	\$273.85
		Burnie (TAS)	\$253.85
		Cairns (QLD)	\$258.85
		Carnarvon (WA)	\$269.85
		Castlemaine (VIC)	\$251.85
		Chinchilla (QLD)	\$261.85
		Christmas Island (WA)	\$268.85
		Cocos (Keeling) Islands (WA)	\$403.85
		Dalby (QLD)	\$262.85
		Dampier (WA)	\$293.85
		Derby (WA)	\$300.85
		Devonport (TAS)	\$253.85
		Emerald (QLD)	\$274.85
		Exmouth (WA)	\$373.85
		Geraldton (WA)	\$293.85
		Gladstone (QLD)	\$305.85
		Gold Coast (QLD)	\$267.85
		Halls Creek (WA)	\$317.85
		Hervey Bay (QLD)	\$275.85
		Horn Island (QLD)	\$298.85
		Jabiru (NT)	\$310.85
		Kalgoorlie (WA)	\$277.85
		Karratha (WA)	\$465.85
		Katherine (NT)	\$252.85

	Kingaroy (QLD)	\$252.85
	Kununurra (WA)	\$320.85
	Mackay (QLD)	\$270.85
	Mount Isa (QLD)	\$278.85
	Mudgee (NSW)	\$253.85
	Newcastle (NSW)	\$261.85
	Newman (WA)	\$313.85
	Norfolk Island	\$447.85
	Notham (WA)	\$281.85
	Port Hedland (WA)	\$377.85
	Port Pirie (SA)	\$258.85
	Thursday Island (QLD)	\$318.85
	Wagga Wagga (NSW)	\$259.85
	Weipa (QLD)	\$256.85
	Whyalla (SA)	\$263.85
	Wilpena-Pound (SA)	\$285.85
	Wollongong (NSW)	\$254.85
	Wonthaggi (VIC)	\$256.85
	Yulara (NT)	\$362.85
37.8.2	Tier 2 country centres	Per day
	Ararat (VIC)	\$241.80
	Armidale (NSW)	\$241.80
	Bairnsdale (VIC)	\$241.80
	Ballarat (VIC)	\$241.80
	Bathurst (NSW)	\$241.80
	Bendigo (VIC)	\$241.80
	Bordertown (SA)	\$241.80
	Broken Hill (NSW)	\$241.80
	Bundaberg (QLD)	\$241.80
	Ceduna (SA)	\$241.80
	Coffs Harbour (NSW)	\$241.80
	Cooma (NSW)	\$241.80
	Dubbo (NSW)	\$241.80
	Echuca (VIC)	\$241.80
	Esperance (WA)	\$241.80
	Geelong (VIC)	\$241.80
	Gosford (NSW)	\$241.80
	Goulburn (NSW)	\$241.80
	Hamilton (VIC)	\$241.80
	Horsham (VIC)	\$241.80
	Innisfail (QLD)	\$241.80
	Kadina (SA)	\$241.80
	Launceston (TAS)	\$241.80
	Maitland (NSW)	\$241.80
	Mildura (VIC)	\$241.80
	Mount Gambier (SA)	\$241.80
	Muswellbrook (NSW)	\$241.80
	Naracoorte (SA)	\$241.80
	Nowra (NSW)	\$241.80
	Orange (NSW)	\$241.80
	Port Augusta (SA)	\$241.80
	Portland (VIC)	\$241.80
	Port Lincoln (SA)	\$241.80
	Port Macquarie (NSW)	\$241.80
	Queanbeyan (NSW)	\$241.80

		Renmark (SA)	\$241.80
		Rockhampton (QLD)	\$241.80
		Roma (QLD)	\$241.80
		Seymour (VIC)	\$241.80
		Shepparton (VIC)	\$241.80
		Swan Hill (VIC)	\$241.80
		Tamworth (NSW)	\$241.80
		Tennant Creek (NT)	\$241.80
		Toowoomba (QLD)	\$241.80
		Townsville (QLD)	\$241.80
		Tumut (NSW)	\$241.80
		Warrnambool (VIC)	\$241.80
	37.8.2	Other country centres	\$219.80
	37.8.1 (b) 37.8.2 (b)	Incidental expenses when claiming actual expenses - all locations	\$18.20
3	37.8.1 (c)	Actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel	Actual Expenses
4	37.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
5	42.1.5	Camping allowance	Per night
		Established camp	\$29.80
		Non established camp	\$39.40
		Additional allowance for employees who camp in excess of 40 nights per year	\$9.40
6	42.1.4 & 42.1.5	Camping equipment allowance	Per night
		Camping equipment allowance	\$29.50
		Bedding and sleeping bag	\$4.95
7	39	Use of private motor vehicle	Cents per kilometre
	39.3.2	Official business	
		Engine capacity-	
		2601cc and over	75.0
		1601cc-2600cc	74.0
		1600cc or less	63.0
	39.3.1	Casual rate (40% of official business rate)	
		Engine capacity-	
		2601cc and over	30.0
		1601cc-2600cc	29.6
		1600cc or less	25.2
		Motor cycle allowance (50% of the 1600cc or less official business rate)	31.5
	39.7	Towing trailer or horse float (13% of the 2601cc and over official business rate)	9.75
8	41	Remote areas allowance	Per annum
		With dependants	
	41.2.1	- Grade A	\$1886 pa
	41.2.2	- Grade B	\$2502 pa

	41.2.3	- Grade C	\$3341 pa
		Without dependants	
	41.2.1	- Grade A	\$1316 pa
	41.2.2	- Grade B	\$1754 pa
	41.2.3	- Grade C	\$2340 pa
9	42.2.4	Home Office Allowance	\$859 pa
10	35	Overtime meal allowances	Per Occasion
		Breakfast	\$27.70
		Lunch	\$27.70
		Dinner	\$27.70
		Supper	\$10.25
11	42.4	Horse Allowance	\$10.07 per week
12	42.5	Dog Allowance	\$5.23 per week

Adjustments:

In adjusting work related and expense related allowances, annual rates are adjusted to the nearest dollar, weekly and daily rates are rounded to the nearest 5 cents, and hourly rates are moved to the nearest cent (except for the flying allowance which is moved to the nearest 10 cents).

The Meal and Travel Allowances listed in Items 1, 2, and 10 of Table 2 of Schedule B will be varied in accordance with the same variations and operative dates that apply to similar allowances set out in the Crown Employees (Public Sector -Conditions of Employment) Reviewed Award 2009 or any replacement Award. These variations are based on the annual Australian Taxation Office Determination which sets out the reasonable allowance amounts for the respective financial year. .

The Expense Related Allowances listed in Items 5, 6, 7, 8, 9, 11 and 12 of Table 2 of Schedule B will be varied in accordance with the same variations and operative dates that apply to similar allowances set out in the Crown Employees (Public Sector -Conditions of Employment) Reviewed Award 2009 or any replacement Award. These variations are based on changes with the Sydney Consumer Price Index (CPI) for the preceding year to the March of the current year.

SCHEDULE C - TRANSITIONAL ARRANGEMENTS

- Schedule C applies only to former employees of CMA AG who at the time of their transfer to LLS were contracted to work a 35 hour week.
- The following table outlines the clauses and subclause contained in the Award where transitional arrangements apply to employees of LLS in accordance with clause 1 of Schedule C.

Clause	Title	Award clause for 38 hour week employees	Transitional Provision for 35 hour week employees
2	Definitions - Ordinary Working Hours	means full time ordinary working hours shall be 38 hours per week Monday to Friday	means full time ordinary working hours shall be 35 hours per week Monday to Friday
2	Definitions - Part Time Employees	means a person employed on an ongoing or fixed term basis in accordance with subclause 10.3 , including an employee working in a job share arrangement and where the ordinary hours of work are less than 38 per week or less than 7.6 hours per standard work day.	means a person employed on an ongoing or fixed term basis in accordance with subclause 10.3 , including an employee working in a job share arrangement and where the ordinary hours of work are less than 35 per week or less than 7 hours per standard work day.
		standard work day.	

2	Definitions - Standard Hours	means the ordinary hours of work which are worked in the absence of flexible working hours. The hours of attendance at work are deemed to be 7.6 hours, Monday to Friday, with a lunch break of one hour.	means the ordinary hours of work which are worked in the absence of flexible working hours. The hours of attendance at work are deemed to be 7 hours, Monday to Friday, with a lunch break of one hour.
10.2	Ongoing Full Time Employment	A full time employee is an employee employed to work ordinary hours of 38 hours per week as provided for in clause 12 of this Award	A full time employee is an employee employed to work ordinary hours of 35 hours per week as provided for in clause 12 of this Award
10.5.2,a)	Overtime for Casuals	When directed to perform overtime, casual employees shall be paid for hours in excess of 38 hours a week or in excess of 10 hours on any one day.	When directed to perform overtime, casual employees shall be paid for hours in excess of 35 hours a week or in excess of 10 hours on any one day.
12.1	Hours of work	The ordinary hours of work shall be 38 hours per week Monday to Friday.	The ordinary hours of work shall be 35 hours per week Monday to Friday.
31.3	Overtime	Subject to clause 13 flexible working hours, overtime shall be deemed as the hours directed to be worked before 7.30 am, or after 6.00 pm, provided that, on the day when overtime is required to be performed, the employee shall not be required by the employer to work more than 7.6 hours after finishing overtime or before commencing overtime	Subject to clause 13 flexible working hours, overtime shall be deemed as the hours directed to be worked before 7.30 am, or after 6.00 pm, provided that, on the day when overtime is required to be performed, the employee shall not be required by the employer to work more than 7 hours after finishing overtime or before commencing overtime.

The transitional arrangements will remain in force until an employee's:

- Employment is terminated, or
- Accepts a voluntary transfer to a new position, or
- Is regraded to a higher position, or
- Is merit selected into a new position.

The transitional arrangements will continue to apply to an employee who obtained a position at the same grade, or at a lower grade, as a result of a change management plan or organisational change.

SCHEDULE D - TRANSLATION TO NEW CLASSIFICATION STRUCTURE

Table 1 - Pay Points to Grade

Pay Point	Grade	Pay Point	Grade	Pay Point	Grade
1	1.1	13	4.2	25	6.4
2	1.2	14	4.3	26	6.5
3	1.3	15	4.4	27	7.1
4	1.4	16	5.1	28	7.2
5	2.1	17	5.2	29	7.3
6	2.2	18	5.3	30	7.4

7	2.3	19	5.4	31	7.5
8	3.1	20	5.5	32	8.1
9	3.2	21	5.6	33	8.2
10	3.3	22	6.1	34	8.3
11	3.4	23	6.2	35	8.4
12	4.1	24	6.3	36	8.5

Table 2 - Administration and Clerical Stream

Administration and Clerical Stream		
Classification	Grade	Pay Point
Customer Service Representative Level 1	1.1	1
Customer Service Representative Level 2	1.2	2
Customer Service Representative Level 3	1.3	3
Customer Service Representative Level 4	1.4	4
Hard Barrier		
Customer Services Officer Level 1	2.1	5
Customer Services Officer Level 2	2.2	6
Customer Services Officer Level 3	2.3	7
Hard Barrier		
Senior Customer Services Officer Level 1	3.1	8
Senior Customer Services Officer Level 2	3.2	9
Senior Customer Services Officer Level 3	3.3	10
Senior Customer Services Officer Level 4	3.4	11
Hard Barrier		
Administration Officer Level 1	4.1	12
Administration Officer Level 2	4.2	13
Administration Officer Level 3	4.3	14
Administration Officer Level 4	4.4	15
Hard Barrier		
Coordinator Customer Service Level 1	5.2	17
Coordinator Customer Service Level 2	5.4	19
Coordinator Customer Service Level 3	5.5	20
Coordinator Customer Service Level 4	5.6	21
Hard Barrier		
Senior Administration Officer Level 1	5.2	17
Senior Administration Officer Level 2	5.4	19
Senior Administration Officer Level 3	5.5	20
Senior Administration Officer Level 4	5.6	21
Hard Barrier		
Business and Finance Officer Level 1	6.1	22
Business and Finance Officer Level 2	6.2	23
Business and Finance Officer Level 3	6.4	25
Business and Finance Officer Level 4	6.5	26
Hard Barrier		
Senior Business and Finance Officer Level 1	7.1	27
Senior Business and Finance Officer Level 2	7.2	28
Senior Business and Finance Officer Level 3	7.3	29
Senior Business and Finance Officer Level 4	7.4	30
Hard Barrier		
Manager Business and Finance Level 1	8.1	32
Manager Business and Finance Level 2	8.2	33
Manager Business and Finance Level 3	8.4	35
Manager Business and Finance Level 4	8.5	36

Table 3 - Advisory and Technical Stream

Advisory and Technical Stream		
Classification	Grade	Pay Point
Land Services Officer Level 1	5.2	17
Land Services Officer Level 2	5.4	19
Land Services Officer Level 3	5.5	20
Land Services Officer Level 4	5.6	21
Senior Biosecurity Officer Level 1	5.2	17
Senior Biosecurity Officer Level 2	5.4	19
Senior Biosecurity Officer Level 3	5.5	20
Senior Biosecurity Officer Level 4	5.6	21
Strategic Land Services Officer Level 1	5.2	17
Strategic Land Services Officer Level 2	5.4	19
Strategic Land Services Officer Level 3	5.5	20
Strategic Land Services Officer Level 4	5.6	21
Hard Barrier		
Communications Officer Level 1	6.1	22
Communications Officer Level 2	6.2	23
Communications Officer Level 3	6.4	25
Communications Officer Level 4	6.5	26
Geographic Information Systems Officer Level 1	6.1	22
Geographic Information Systems Officer Level 2	6.2	23
Geographic Information Systems Officer Level 3	6.4	25
Geographic Information Systems Officer Level 4	6.5	26
Senior Land Services Officer Level 1	6.1	22
Senior Land Services Officer Level 2	6.2	23
Senior Land Services Officer Level 3	6.4	25
Senior Land Services Officer Level 4	6.5	26
Senior Strategic Land Services Officer Level 1	6.1	22
Senior Strategic Land Services Officer Level 2	6.2	23
Senior Strategic Land Services Officer Level 3	6.4	25
Senior Strategic Land Services Officer Level 4	6.5	26
Hard Barrier		
Team Leader Invasive Species and Plant Health Level 1	7.1	27
Team Leader Invasive Species and Plant Health Level 2	7.2	28
Team Leader Invasive Species and Plant Health Level 3	7.3	29
Team Leader Invasive Species and Plant Health Level 4	7.4	30
Team Leader Land Services Level 1	7.1	27
Team Leader Land Services Level 2	7.2	28
Team Leader Land Services Level 3	7.3	29
Team Leader Land Services Level 4	7.4	30
Team Leader Strategic Land Services Level 1	7.1	27
Team Leader Strategic Land Services Level 2	7.2	28
Team Leader Strategic Land Services Level 3	7.3	29
Team Leader Strategic Land Services Level 4	7.4	30
Hard Barrier		
Manager Biosecurity and Emergency Services Level 1	8.1	32

Manager Biosecurity and Emergency Services Level 2	8.2	33
Manager Biosecurity and Emergency Services Level 3	8.4	35
Manager Biosecurity and Emergency Services Level 4	8.5	36
Manager Land Services Level 1	8.1	32
Manager Land Services Level 2	8.2	33
Manager Land Services Level 3	8.4	35
Manager Land Services Level 4	8.5	36
Manager Strategic Land Services Level 1	8.1	32
Manager Strategic Land Services Level 2	8.2	33
Manager Strategic Land Services Level 3	8.4	35
Manager Strategic Land Services Level 4	8.5	36

Table 4 - Field Operations Stream

Field Operations Stream		
Classification	Grade	Pay Point
Conservation Field Officer Level 1	1.3	3
Conservation Field Officer Level 2	1.4	4
Field Officer (Travelling Stock Routes) Level 1	1.3	3
Field Officer (Travelling Stock Routes). Level 2	1.4	4
Hard Barrier		
Conservation Field Officer Levels 3 and 4	2.1	5
Conservation Field Officer Level 5	2.3	7
Senior Field Officer (Travelling Stock Routes) Level 1	2.1	5
Senior Field Officer (Travelling Stock Routes) Level 2	2.2	6
Senior Field Officer (Travelling Stock Routes) Level 3	2.3	7
Hard Barrier		
Conservation Field Officer Level 6	3.2	9
Conservation Field Officer Level 7	3.3	10
Biosecurity Support Officer Level 1	3.1	8
Biosecurity Support Officer Level 2	3.2	9
Biosecurity Support Officer Level 3	3.3	10
Biosecurity Support Officer Level 4	3.4	11
Hard Barrier		
Biosecurity Officer Level 1	4.1	12
Biosecurity Officer Level 2	4.2	13
Biosecurity Officer Level 3	4.3	14
Biosecurity Officer Level 4	4.4	15
Ranger (Travelling Stock Routes) Level 1	4.1	12
Ranger (Travelling Stock Routes) Level 2	4.2	13
Ranger (Travelling Stock Routes) Level 3	4.3	14
Ranger (Travelling Stock Routes) Level 4	4.4	15
Hard Barrier		
Managing Ranger (Grandparented for present occupants)	5.1 (\$72,186 p/a)	16

Table 5 - District Veterinarian Stream

District Veterinarian Stream (Personal Progression)		
Classification	Grade	Pay Point
District Vet Level 1	4.4	15
District Vet Level 2.1	5.1	16
District Vet Level 2.2	5.3	18
District Vet Level 2.3	5.6	21
District Vet Level 3.1	6.2	23
District Vet Level 3.2	6.3	24
District Vet Level 3.3	7.2	28
District Vet Level 4.1	7.3	29
District Vet Level 4.2	7.4	30
District Vet Level 4.3	7.5	31
Hard Barrier		
Team Leader Animal Biosecurity and Welfare Level 1	8.1	32
Team Leader Animal Biosecurity and Welfare Level 2	8.2	33
Senior District VET (Grandparented for present occupants)	8.3 (\$117,958 p/a)	34

A. F. BACKMAN *J*

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OPERATIONAL AMBULANCE OFFICERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(No. IRC 48 of 2014)

Before The Honourable Justice Walton, President

10 February 2014

VARIATION

1. Delete paragraph (ii) of subclause (b) of clause 20, Hours of Duty, of the award published 11 February 2011 (371 I.G. 114), and insert in lieu thereof the following:
 - (ii) Where work is performed on a modified hours roster the maximum length of a shift shall not exceed 12 hours, except in Operations Centres where the maximum length of a shift shall not exceed 12 hours and 15 minutes. The average of 38 hours per week shall be calculated over the modified hour roster cycle.
2. This variation shall take effect on and from 10 February 2014.

M. J. WALTON J, *President*

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(1129)

SERIAL C8160**PARLIAMENTARY REPORTING STAFF (SALARIES) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Speaker Legislative Assembly of NSW and The President Legislative Council of NSW.

(No. IRC 992 of 2013)

Before The Honourable Justice Staff

12 December 2013

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

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Area, Incidence and Duration
3.	Classifications and Salaries,
4.	All Incidence of Employment Allowance
5.	Hours of Work and Overtime
6.	Leave Entitlements
7.	Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of other Leave Entitlements.
8.	Saving of Rights
9.	Anti Discrimination
10.	Dispute Avoidance and Settling Procedures
11.	No Extra Claims

PART B

Monetary Rates

Table 1 - Salaries

Table 2 - All Incidence of Employment Allowance

2. Area, Incidence and Duration

- (a) This award shall apply to the employees employed in the classifications specified in clause 3 Classification and Salaries.
- (b) This award rescinds and replaces the Parliamentary Reporting Staff (Salaries) Award made on 16 November 2012 (375 I.G. 35).
- (c) This award shall take effect on and from 1 July 2013 and the award will remain in force until 30 June 2014.

3. Classification and Salaries, Adjustments to Rates of Pay

- (a) The classification of positions covered by this award are specified in Table 1 - Salaries of Part B Monetary Rates.

- (b) The minimum salary for employees shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- (c) The payment of increments under the scale of salaries specified in Table 1 shall be subject to satisfactory performance and the approval of the Editor of Debates.

4. All Incidence of Employment Allowance

In addition to the salary rates prescribed in clause 3 Classifications and salaries, employees shall be paid an all incidence of employment allowance as set out in Table 2 - All Incidence of Employment Allowance of Part B Monetary Rates. This allowance is in respect of all incidents of employment in recognition of the special features of Hansard work notably the long hours worked in sitting periods, the level of skills required to be exercised under sometimes extreme difficulties and the stress and pressure placed on the Hansard staff during sitting periods through the requirements of the Parliament. The allowance is to be treated as salary for all purposes. Hansard staff shall, in non-sitting periods, be required to attend for duty each day unless on approved leave or deemed not required at the discretion of the Editor of Debates.

5. Hours of Work

- (a) The working hours of staff and the manner of their recording, shall be as determined from time to time by the Editor of Debates.
- (b) Reporting staff shall, in non-sitting periods, be required to attend for duty each day unless on approved leave or deemed not required at the discretion of the Editor of Debates.
- (c) The Editor of Debates may require a staff member to perform extended hours of duty associated with the sittings of the Houses of Parliament and their Committees, but only if it is reasonable for the staff member to be required to do so. In determining what is reasonable, the staff member's prior commitments outside the workplace, particularly the staff member's family responsibilities, community obligations or study arrangements shall be taken into account. Consideration shall be given also to the urgency of the work required to be performed during extended periods of work, the impact on the operational commitments of the organisation and the effect on client services.
- (d) The Editor of Debates shall ensure that all staff members employed in the department are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

6. Leave Entitlements

- (a)
 - (i) Annual Leave - Reporting staff shall accrue 30 days annual leave each 12 months of service.
 - (ii) Limits on Accumulation of recreation leave and direction to take leave:

At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months for recreation purposes, except by agreement with the Editor of Debates in special circumstances.

Where the operational requirements permit, the application for leave shall be dealt with by the Editor of Debates according to the wishes of the staff member.

The Editor of Debates shall notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent, and at the same time may direct a staff member to take at least 2 weeks recreation leave within 3 months, or a longer period if the Editor of Debates considers that appropriate given the requirements of the department.

The Editor of Debates shall notify the staff member in writing when accrued recreation leave reaches 10 weeks or its hourly equivalent and may direct the staff member to take at least 2

weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the department.

- (b) All Reporting Staff working under job-share arrangements are eligible to the leave entitlements which will accrue on a pro-rata basis.
- (c) An amount of leave may be taken, on or pro-rata basis, within the first 12 months of service and during each 12 months of service thereafter, where a sufficient amount of leave has been accrued up to the date upon which the leave is to be taken.
- (d) Except where otherwise provided by this Award, Reporting staff shall be entitled to the same leave entitlements as found in clauses 40, 41, 43, 44, 45, 47, 48, 49, 50, and 51 of the Crown Employees (Parliament House Conditions of Employment) Award 2010 or any replacement thereof.

7. Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of Other Leave Entitlements

7.1 Definitions

The definition of "family" and "relative" for these purposes is the same as that provided in the Standard Clause of the State Personal/Carer's Leave Case (30 August 1996). The person who needs the employee's care and support is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - 1. 'relative' means - person related to blood, marriage or affinity;
 - 2. 'affinity' means - relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. 'household' means - a family group living in the same domestic dwelling.

7.2 Family and Community Service Leave - general

- (a) The Department Head shall grant to an employee some, or all, of their accrued family and community services leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies in sub clause (b). The Department Head may also grant leave for the purposes in sub clause (c). Non-emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- (b) Family and Community Service Leave replaces Short Leave.

An employee is not to be granted family and community service leave for attendance at court to answer a criminal charge, unless the Editor of Debates approves the grant of leave in the particular case.

7.3 Family and Community Service Leave - entitlement.

- (a) Family and community service leave shall accrue as follows:
 - (i) 2 ½ days in the employee's first year of services;
 - (ii) 2 ½ days in the employee's second year of service; and
 - (iii) one day per year thereafter.
- (b) Family and Community Service Leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
- (c) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discreet, 'per occasion' basis to an employee on the death of a person as defined in Clause 7.1 Definitions above.

7.4 Use of sick leave to care for a sick dependant - general

When family and community service leave, as outlined in subclause 7.3 above, is exhausted, the sick leave provisions under subclause 7.5 may be used by an employee to care for a sick dependant.

7.5 Use of sick leave to care for a sick dependant - entitlement

- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) the employee being responsible for the care and support of the person concerned, and
 - (ii) the person concerned being as defined in subclause 7.1 Definitions of this clause.
- (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
- (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under 7.5 (b) above, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (d) The Editor of Debates may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in subclause 7.5(c) above.
- (e) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such to require care by another person.
- (f) The employee has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.

The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.

- (h) The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the

employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

- (i) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

7.6 Time Off in Lieu of Payment for Overtime

There is no provision for time off in lieu of overtime as clause 4, All incidence of Employment Allowance replaces payment for overtime with an annual allowance prescribed in this award.

7.7 Use of make-up time

- (a) An employee may elect, with the consent of the employer, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at a later time, during the spread of ordinary hours, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off during ordinary hours for family or community service responsibilities and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

7.8 Use of other leave entitlements

The Editor of Debates may grant an employee other leave entitlements for reasons related to family responsibilities, or community service by, the employee. An employee may elect, with the consent of the employer, to take:

- (a) recreation leave;
- (b) extended leave; and
- (c) leave without pay.

7.9 Grievance and dispute handling process

In the event of any grievance or dispute arising in connection with any part of the provisions of this determination, such a grievance or dispute shall be processed in accordance with the grievance and dispute handling provisions in clause 11 of this award.

8. Saving of Rights

At the time of the making of this award, no employee covered by this award will suffer a reduction in his or her rate of pay or loss or diminution in his or her conditions of employment as a consequence of the making of this award.

9. Anti Discrimination

- (i) It is the Intention of the Parties Bound By This Award to Seek to Achieve the Object in Section 3(F) of the Industrial Relations Act 1996 to Prevent and Eliminate Discrimination in the Workplace. This Includes Discrimination on the Grounds of Race, Sex, Marital Status, Disability, Homosexuality, Transgender Identity, Age and Responsibilities as a Carer
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent

with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

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

10. Dispute Avoidance and Settling Procedures

While the steps in the procedure are being followed, normal working arrangements are to continue. However, if because of the nature of a grievance or dispute it is not possible to maintain normal working arrangements while the procedure is being followed, the Clerks may authorise alternative working arrangements.

Step 1

The employee(s) should advise their supervisor as to the nature of the grievance or dispute, request a meeting to discuss it and state the remedy sought. Where possible, the grievance or dispute should be given to the supervisor in writing.

The supervisor and employee(s) should meet within three working days of the grievance or dispute being lodged, in an attempt to resolve the matter.

If the grievance or dispute is not resolved, proceed to Step 2.

Step 2

A meeting should be held between the employee(s) and, at their request, a union workplace delegate and the Editor of Debates. This meeting should be held within five working days of the conclusion of Step 1.

If the grievance or dispute is not resolved, proceed to step 3.

Step 3

A meeting should be held between the employee(s) and, at their request, a union workplace delegate and paid union official, and the Editor of Debates and one or both Clerks and/or their representatives. The meeting should be held within five working days of the completion of Step 2.

If the grievance is not resolved at this stage, the Clerks will provide a written response to the employee(s) who lodged the grievance or dispute. The response will give reasons why any proposed remedy has not been agreed to or implemented.

If the grievance or dispute is not resolved, proceed to Step 4.

Step 4

If the parties agree, the grievance or dispute may be referred to an independent mediator or arbitrator. At this stage, both parties have the right to refer the matter to the Industrial Relations Commission of New South Wales.

11. No Extra Claims

The parties agree that, during the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Parliamentary Reporting Staff (Salaries) Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.

The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.

PART B

Monetary Rates

Table 1 - Salaries effective from the first full pay period after:

Classification	1 July 2012 \$	1 July 2013 \$
Reporter		
1st year of service	81289	83134
2nd year of service	84554	86473
3rd year of service	89003	91023
4th year of service	92685	94789
5th year of service	95352	97516
Senior Reporter	98181	100410
Sub Editor	105768	108169
Senior Sub Editor	112068	114612
Deputy Editor	118970	121671

Table 2 - All Incidence of Employment Allowance - all classifications

1 July 2012 \$	1 July 2013 \$
16391	16763

C.G. STAFF J

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PROFESSIONAL ENGINEERS (ROADS AND MARITIME SERVICES - SALARIES) AWARD 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Director General, Department of Transport.

(No. IRC 113 of 2014)

Before The Honourable Justice Walton, President

24 February 2014

VARIATION

1. Delete from the title of the award published 31 August 2012 (374 I.G. 677) the words "Division of the Government Service of New South Wales".
2. Delete subparagraph (i) of paragraph (a) of subclause 2.1 of clause 2, Parties and Application, and insert in lieu thereof the following:
 - (i) the Secretary of the Department of Transport as head of the Transport Service ("RMS"); and
3. Delete the words "by RMS" appearing in paragraph (a) and (b) of subclause 2.2 of the said clause 2 and insert in lieu thereof the words "as members of the Transport Service in the RMS Group".
4. Delete the words "RMS positions" appearing in paragraph (c) of subclause 2.3 of the said clause 2, and insert in lieu thereof the words "those staff in the RMS Group".
5. Delete subclause 25, of clause 3, Definitions, and insert in lieu thereof following:
25. RMS - means the Secretary of the Department of Transport as head of the Transport Service.

(Note: This definition was varied following the commencement of the Government Sector Employment Act 2013 to reflect that the Roads and Maritime Division of the Government Service of New South Wales established under Chapter 1A of the Public Sector Employment and Management Act 2002 was abolished, staff moved to the Transport Service, and that employer functions are now exercised by the Secretary of the Department of Transport as Head of the Transport Service. Notwithstanding that, in some instances in this award, references to "RMS" refer to the business of the Roads and Maritime Services rather than to the employer).

6. Insert after subclause 25, of the said clause 3, the following new subclause 26, and renumber existing subclauses 26 to 33 to read as 27 to 34, respectively:
26. RMS Group - means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the RMS Group who are not part of the Transport Senior Service.
7. Insert after newly renumbered subclause 33 of the said clause 3, the following new subclause and renumber existing subclause 34 to read as 35:
34. "Transport Service" means the Transport Service of New South Wales established by the Transport Administration Act 1988.

8. This variation shall take effect from 24 February 2014.

M. J. WALTON J, *President*

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PUBLIC HOSPITAL (MEDICAL OFFICERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union NSW, Industrial Organisation of Employees.

(No. IRC 940 of 2013)

Before The Honourable Justice Staff

20 December 2013

VARIATION

1. Insert after subclause (x) of the award published 24 April 2009 (367 I.G. 1300), the following new subclause in clause 12, On Call and Call Back, the following subclauses:
 - (xi) For the purposes of subclause (ix) "clinical appraisal remotely" means as provided in either (a) or (b) below:
 - (a) Assessing (by an on-call resident medical officer or registrar) a patient's physical condition to make a diagnosis or a differential diagnosis away from a hospital that incorporates all of the following:
 1. The taking of a telephone call or calls, or receiving an email or emails, from a medical practitioner on duty in a hospital about a patient.
 2. Receiving the history of the patient so that the patient's current medical condition and any relevant past medical history including previous surgery and use of medications, if known, is provided.
 3. Discussing with the medical practitioner on duty the patient's current medical condition and asking questions in respect of the condition as necessary such that the information provided enables an evaluation of the patient's physical condition.
 4. Directing further examination to be conducted as clinically required, and obtaining other clinical information or opinion from other medical practitioners as necessary.
 5. Identifying the likely cause of the patient's condition and providing a diagnosis and a prognosis based on the information provided from undertaking 1 to 4 above.
 6. Ensuring that there is a sufficient clinical justification for the proposed treatment including, if relevant, admission to hospital.
 7. Instructing the medical practitioner on duty in a hospital what course of treatment should be followed including ensuring the proposed treatment is not contra-indicated, being satisfied that such treatment is able to be determined, and can be properly implemented, without requiring the return of the on-call resident medical officer or registrar. This would include developing or confirming a management plan, or varying an existing management plan with the endorsement of the staff specialist or VMO responsible for the care of the patient.
 8. Directing follow-up requirements and subsequently reviewing the patient, if appropriate, based on those requirements.
 9. Complying with relevant NSW Health and local policies, procedures and directions.

- (b) The provision of a report by an on call registrar on images forwarded electronically in circumstances where:
1. had the communications technology involved not been utilised the registrar would have had to have returned to the workplace to provide that report; and
 2. there has been prior approval at the facility level to the use, and the conditions of use, of such technology by the registrar.
- (xii) A clinical appraisal provided remotely pursuant to subclause (xi)(a) above shall attract a minimum payment of one hour at the appropriate overtime rate only in circumstances where, if it had not been provided remotely, the on-call resident medical officer or registrar would have otherwise needed to have returned to the workplace. Any additional requirement to provide further clinical appraisal falling within the hour from which the initial clinical appraisal commenced shall not attract an additional payment. Any time worked beyond the expiration of one hour shall be paid at overtime rates. Time where work is not being performed will not be counted as time for the purposes of overtime payment.
2. This variation shall effect on and from the first pay period after 20 December 2013.

C.G. STAFF J

Printed by the authority of the Industrial Registrar.

**ROADS AND MARITIME SERVICES DIVISION OF THE
GOVERNMENT SERVICE OF NEW SOUTH WALES (WAGES
STAFF) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Roads and Maritime Services Division of the Government of New South Wales.

(No. IRC 444 of 2013)

Before The Honourable Justice Staff

17 December 2013

AWARD

Arrangement

Clause No. Subject Matter

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PART A - CORE CONDITIONS

SECTION 1 - APPLICATION AND OPERATION

PART A - CORE CONDITIONS

SECTION 1 - APPLICATION AND OPERATION

1. Title

This Award is known as the Roads and Maritime Services Division of the NSW Government Service (Wages Staff) Award (the "Award").

2. Parties Bound

2.1 The parties bound by the Award are:

- (a) Roads and Maritime Services Division of the Government Service of New South Wales ("RMS");
- (b) The Australian Workers' Union, New South Wales;
- (c) Construction, Forestry, Mining and Energy Union (Construction & General Division) NSW Divisional Branch;
- (d) Electrical Trades Union of Australia, New South Wales Branch;
- (e) Transport Workers' Union of Australia (New South Wales Branch);
- (f) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, NSW Branch;
- (g) New South Wales Plumbers and Gasfitters Employees Union.
- (h) Barrier Industrial Council;
- (i) Broken Hill Town Employees' Union

2.2 Hereinafter, parties other than RMS and Employees of RMS are referred to collectively as "Unions".

3. Definitions

3.1 In this Award:

- (a) the following definitions apply unless otherwise specified:

"Adult Apprentice" means a person who commences an apprenticeship with RMS at age 21 years or older;

"Apprentice" means an Employee engaged under a recognised Apprenticeship.

"Alternative Arrangements": see clause 14.5;

"Casual Employee" means an Employee engaged and paid as such;

"Continuous Shift Work": see clause 18.2(b);

"Continuous Work Pattern": see clause 14.6;

"Broken Hill Workshop Employees" means those Employees employed in the Broken Hill Workshop whose classifications are outlined in Part B of this Award.

"Chief Executive" means the Chief Executive of the Roads and Maritime Services.

(Note: a reference to any action taken by the Chief Executive or the Employer under this Award is, where appropriate, taken to mean a reference to action taken by a delegate of the Chief Executive.)

"Crib break" means a break, which is treated as time worked, where Employees remain available to carry out reasonably required duties.

"De facto Partner" has the meaning set out in the Interpretation Act 1987 (NSW);

"Defined Servicing Role" means a Mechanical Tradesperson who is responsible for maintaining the service schedule and planning for fleet items in a designated area, liaising with customers, carrying out services at the workshop or in the field, ordering spare parts (such as filters and oils) and maintaining stocks for servicing;

"Dispute": see subclause 46.2;

"Distant Work": see clause 28.2;

"Employee" means an Employee of RMS who is employed pursuant to a classification set out in this Award.

"HDA" means Higher Duties Allowance (see clause 24);

"Industry allowance" refers to the requirement to work in the open on civil/mechanical engineering projects and subject to climatic conditions (i.e. dust blowing in the wind, drippings from newly poured concrete, sloppy and muddy conditions, lack of usual amenities associated with factory work (eg. meal room, change rooms, lockers etc.);

"Inclement weather" means wet weather and/or abnormal climatic conditions including, but not limited to, hail, cold, high winds, severe dust storms, extreme high temperatures or any combination;

"Normal Work Cycle": see clause 14.4;

"Ordinary Shift Hours": see clause 18.2(a);

"Pay Day"; see clause 21.3;

"Public Holiday": see clause 44;

"Recall" means a request to return to work to attend to an emergency or breakdown and includes a call-out and call-back;

"RMS" means the Roads and Maritime Services Division of the Government Service of New South Wales, established under Chapter 1A of the Public Sector Employment & Management Act 2002 (NSW);

"Regulator": see the Work Health and Safety Act 2011 (NSW);

"SBU" means Single Bargaining Unit (see clause 45.2);

"Shift Loading": see subclause 18.2(c);

"Shiftworker" means an Employee engaged and performing shift work.

"Substantive Rate of Pay" means the rate an Employee is paid on an hourly basis, paid according to the Employee's contract hours of work and the weekly wage for Employees classification.

"Trainee" means an Employee engaged by RMS under a recognised Traineeship;

- (b) unless a contrary intention is expressed in this Award, a reference to a particular day (for example, a Saturday), shall be construed according to its ordinary meaning.

4. Area, Incidence and Duration

- 4.1 This Award shall apply to RMS, the Unions and to Employees.
- 4.2 This Award shall commence from the first full pay period to commence on or after 1 July 2013, and shall have a nominal expiry date of 30 June 2014. This Award rescinds and replaces the Crown Employees (Roads and Maritime Services - Wages Staff) Award 2012 and the RMS (Wages Staff - Barrier Industrial Council) Enterprise Agreement 2012.
- 4.3 Whilst this Award rescinds and replaces the RMS (Wages Staff - Barrier Industrial Council) Enterprise Agreement, it is the intention of the parties that Employees formally covered by that Agreement as at 1 July 2013, but for entering into this new Award, do not lose or gain pay or conditions as a result of merging their conditions into this Award.
- 4.4 Any specific provisions contained in section 7 of this Award shall take precedence to the extent of any inconsistency over the general provisions contained in sections 1 - 6 of this Award.

5. No Extra Claims

- 5.1 The parties agree that, during the term of this Award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the Employees covered by the Award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those Employees will be instituted before the Industrial Relations Commission of New South Wales or any other industrial tribunal.
- 5.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions

6. Anti-Discrimination

- 6.1 It is the intention of the Parties 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.
- 6.2 As such, it follows that in fulfilling the obligations under the dispute resolution procedure stated in this Award, all Parties (including Employees) have an obligation 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 is consistent with the fulfilment of these obligations for the parties to make an application to vary any provisions of this Award if they believe it is directly or indirectly discriminatory.
- 6.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an Employee because that Employee:
- (a) has made a complaint of unlawful discrimination or harassment, or
 - (b) may make a complaint of unlawful discrimination or harassment, or
 - (c) has been involved in a complaint of unlawful discrimination or harassment.

- 6.4 Nothing in this clause is to be used to:
- (a) promote any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) enforce the offering or provision of junior pay rates to people under 21;
 - (c) promote any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
 - (d) prevent any party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 6.5 This clause does not create legal rights or obligations in addition to those imposed upon all parties by the legislation referred to in this clause.

NOTE:

1. RMS and staff may also be subject to Commonwealth anti-discrimination legislation.
2. Section 56(d) of the Anti-Discrimination Act 1977, states:

"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."

7. Work Health and Safety

- 7.1 In this clause:
- (a) 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 Employer;
 - (b) 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.
- 7.2 Any Employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the Employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- (a) consult with Employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (b) provide Employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such Employees to perform their jobs safely;
 - (c) provide Employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own Employees; and
 - (d) ensure Employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

- 7.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon labour hire business arising under relevant legislation.
- 7.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

SECTION 2 - TERMS OF EMPLOYMENT AND RELATED MATTERS

8. Employment Categories

- 8.1 Employees may be engaged under any of the following employment categories:
- (a) full-time;
 - (b) part-time;
 - (c) limited duration;
 - (d) casual;
 - (e) apprenticeship/traineeship.
- 8.2 Full-time Employees are engaged on a weekly basis of 38 ordinary hours per week.
- 8.3 RMS may engage an Employee on a part-time basis in accordance with RMS policies and procedures. The following conditions shall apply in relation to part-time employment:
- (a) the ordinary hours of work shall be agreed and recorded in the letter of appointment, and may be varied at any time in writing by agreement;
 - (b) wages and all relevant entitlements are on a pro-rata basis;
 - (c) Employees may work additional hours by agreement. Where additional hours are worked, the additional hours will be paid as follows:
 - (i) for work performed up to the normal daily working hours of full-time Employees performing similar duties, the relevant hourly rate plus a loading of 4/48ths in lieu of annual leave;
 - (ii) for work performed in excess of the normal working hours of full-time Employees performing similar duties, appropriate overtime rates.
 - (d) Employees shall not be directed or placed under duress to move from full-time to part-time work, or vice versa.
- 8.4 Employees may be engaged on a Limited Duration basis for:
- (a) a minimum period of three months and a maximum period generally not exceeding 12 months; or
 - (b) the duration of a project with anticipated starting and finishing dates.
- 8.5 If an Employee's limited duration employment exceeds 12 months, the unions reserve the right to raise the issue of "permanent employment status" for the Employee, unless the Employee is employed for a specific project.
- 8.6 Limited-duration Employees may be employed on a full-time or part-time basis and receive the pay rates and conditions of employment as such.

- 8.7 Casual Employees may be engaged either:
- (a) for short terms or emergency projects; or
 - (b) where required intermittently over a specified period of time (eg. for traffic control).
- 8.8 Casual Employees may not be engaged for a continuous period in excess of three months.
- 8.9 Casual Employees are paid as follows:
- (a) for each hour worked, the appropriate hourly rate plus a 20% casual loading to compensate for all leave other than long service leave;
 - (b) for each hour worked outside the ordinary hours, at the applicable overtime rate plus a casual loading of 20%;
 - (c) for a minimum of three hours per engagement; and
 - (d) all relevant allowances.

9. Apprentices and Trainees

- 9.1 In this clause:
- (a) "School Based Apprentice" means an Employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate;
 - (b) "Deemed Training Hours" means 25 per cent of the actual hours worked by a School Based Apprentice on the job, and is calculated on a weekly basis. This is intended to approximate the time spent in off-the-job training for full-time students;
- 9.2 General
- (a) Where an Apprentice or Trainee loses time for any reason not considered satisfactory by RMS, RMS may deduct an amount proportionate to that amount of time from the Apprentice or Trainee's weekly wage.
 - (b) A tool allowance is included in the Apprentice rates of pay.
- 9.3 Adult Apprentices
- (a) Adult Apprentices are paid the higher of the following rates:
 - (i) the rate applicable to 4th year apprentices for the duration of the apprenticeship; or
 - (ii) for Employees who were employed by RMS immediately before commencing the Adult Apprenticeship, that rate applicable to the substantive position held with RMS immediately prior to the commencement of the apprenticeship.
- 9.4 School based Apprentices
- (a) A School Based Apprentice is paid the relevant hourly rate:
 - (i) for each hour worked; and
 - (ii) for each Deemed Training Hour.
- 9.5 The wages paid for Deemed Training Hours may be averaged over the school term or year.

- 9.6 School Based Apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- 9.7 The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a School Based Apprentice undertaking the applicable apprenticeship.
- 9.8 An Apprentice who converts from a School Based Apprenticeship to a Full-Time Apprenticeship will have all their time spent as a Full Time Apprentice counted for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a School Based Apprentice.
- 9.9 Except as provided by this clause, School Based Apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.
- 9.10 The terms and conditions of employment for Apprentices and Trainees shall be covered by this Award, however Civil Construction Trainees will be paid in accordance with the Crown Employees (Public Service Training Wage) Reviewed Award 2008 as varied from time to time. Apprentices will be paid in accordance with Part B, Table 1.

10. Employment Obligations

- 10.1 Employees must:
- (a) carry out duties that the Employee has the skills, competence and training to undertake and are safe to perform, and are within the classification structure of this Award;
 - (b) use the tools, plant and equipment for which the Employee has been trained;
 - (c) wear appropriate personal protective equipment.
- 10.2 Employees are not required to work in a manner that promotes de-skilling.
- 10.3 RMS may require an Employee to move from one work group to another to meet work requirements. Generally, these changes in location will be limited to work groups within 100km. If the movement involves a change in location over 100km, the Employee's agreement to the change will be sought and the Employee will be paid the appropriate entitlements as set out in clauses 26, 27 and 28. While performing these duties the Employee will maintain their existing classification under the Wages Classification Structure, except where the Employee is performing higher graded work under the provisions of clause 24 - Higher Duties.
- 10.4 An Employee may be stood down without pay during any period that the Employee cannot be usefully employed due to strikes, work stoppages or any other reason for which RMS cannot be held reasonably responsible, and where other reasonable alternative duties are not available. This clause does not apply to stoppages due to wet weather.
- 10.5 All truck drivers are required to perform duties other than driving, loading and unloading vehicles, where such duties are available. These duties must be consistent with the work the Employee currently performs.

11. Probationary Period

- 11.1 A probationary period of three months applies to all new Employees. During the probationary period, the Employee's employment may be terminated by either party giving one week's notice to the other party, or payment in lieu thereof. However, RMS can terminate during the probationary period without notice if the Employee has engaged in serious misconduct.

12. Termination of Employment

- 12.1 After the probationary period referred to in clause 11, an Employee can be terminated at any time as follows:
- (a) by the Employee giving one week's notice or the forfeiture of one week's pay, or
 - (b) by the Employer giving the required period of notice as set out in subclause 12.2, or
 - (c) without notice for misconduct.
- 12.2 Unless termination occurs for misconduct, the required period of notice by the Employer will be:

Employee's Continuous Service with the Employer	Period of Notice
Not more than 1 year	1 week
More than 1 year and up to but no more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

Employees over 45 years of age who have more than 2 years of continuous service will be provided with an additional one (1) week's notice.

- 12.3 If an Employee is on a week's notice and during that time are absent from work without permission, it will be considered that the Employee has abandoned their employment.
- 12.4 If an Employee's employment is terminated, except for misconduct, the Employee is paid all wages/leave entitlements due to them at the time of termination.
- 12.5 If an Employee's employment is terminated for misconduct or the Employee resigns, the Employee is paid all wages/leave due to them within one week after termination or after RMS is notified of the Employee's resignation.
- 12.6 If RMS terminates an Employee's services for reasons other than misconduct or incompetence, the Employee is paid one day's ordinary wages for each Public Holiday occurring within 10 calendar days after the Employee's termination date.
- 12.7 If more than two Public Holidays occur within a seven day period, they are regarded as a group of holidays. If the first day of the group occurs within 10 consecutive calendar days after the termination date, the whole group is considered to occur within the 10 consecutive days. For example, Christmas Day, Boxing Day and New Year's Day are regarded as a group.
- 12.8 If an Employee is terminated "without notice" the Employee is paid wages up to the time of termination only.

13. Secure Employment

- 13.1 The objective of this clause is for the Employer to take all reasonable steps to provide its Employees with secure employment by maximising the number of permanent positions in the Employer's workforce, in particular by ensuring that casual Employees have an opportunity to elect to become full-time or part-time Employees.
- 13.2 A casual Employee engaged by a particular Employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- 13.3 Every Employer of such a casual Employee shall give the Employee notice in writing of the provisions of this subclause within four weeks of the Employee having attained such period of six months.

However, the Employee retains his or her right of election under this subclause if the Employer fails to comply with this notice requirement.

- 13.4 Any casual Employee who has a right to elect under this clause, upon receiving notice from the Employer under this clause or after the expiry of the time of giving such notice, may give four weeks notice in writing to the Employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the Employee, the Employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an Employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the Employee concerned, and a genuine attempt shall be made to reach an agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 13.5 Any casual Employee who does not, within four weeks of receiving written notice from the Employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- 13.6 Once a casual Employee has elected to become and been converted to a full-time Employee or a part-time Employee, the Employee may only revert to casual employment by written agreement with the Employer.
- 13.7 If a casual Employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with this clause, the Employer and Employee shall, in accordance with this paragraph, and subject to subclause 13.4, discuss and agree upon:
- (a) whether the Employee will convert to full-time or part-time employment; and
 - (b) if it is agreed that the Employee will become a part-time Employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW).
- 13.8 An Employee who has worked on a full-time basis throughout the period of casual employment has the right to elect his or her contract of employment to full-time employment and an Employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and time of work as previously worked, unless other arrangements are agreed between the Employer and the Employee.
- 13.9 Following an agreement being reached pursuant to this clause, the Employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an Employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 13.10 An Employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

SECTION 3 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK AND RELATED MATTERS

14. Hours of Work

Note: See clauses 50-53 of section 7 for specific provisions for Sydney Harbour Bridge Maintenance Staff, Traffic Signals Technical Assistants, Tow Truck Staff and Traffic Emergency Patrollers. Where there is any inconsistency between clause 14 and section 7, the provisions in section 7 shall prevail over this clause to the extent of any inconsistency.

- 14.1 An Employee's contract of employment is based on 38 ordinary hours worked each week.
- 14.2 A normal working cycle consists of 152 hours and:

- (a) is 19 working days within a 20 day, four week period,
 - (b) is 8 hours worked each day between 6.00am and 6.00pm. However, an Employee(s)'s normal commencement time may be altered by agreement between the local manager and the majority of staff to allow the Employee(s) to commence their ordinary hours of work at 5.00am. The reason for such change may include, wanting to leave work early on a day before a gazetted public or local public holiday or if it is anticipated the day in question may be an extremely hot day.
 - (c) during this cycle, 0.4 of one hour (24 minutes) of each day worked is accrued. This entitles an Employee to one day off in each four week cycle, know as an "Accrued Day Off (ADO)". Wages for accrued time are paid in the period during which it was accrued.
- 14.3 Subclause 14.2 do not apply to Sydney Harbour Bridge maintenance staff (see subclauses 50.3-50.5 for the working hours of this group).
- 14.4 An Employee or their work group may be required by local management to change starting/finishing times and the time/hours an Employee works for the following reasons:
- (a) geography, climate or traffic conditions,
 - (b) specific works, changes to hours, days or periods of the year (whole/part of a depot/individual, or
 - (c) greater flexibility.
 - (d) the Employee(s) will be given one (1) week's notice of the change.
- 14.5 Flexible Arrangements
- (a) alternatives to the normal work cycle include a:
 - (i) 9 day fortnight
 - (ii) 4 day week; or
 - (iii) any alternative work arrangement approved by management and endorsed by the Regional Consultative Group prior to implementation.
 - (b) If an Employee's working time/hours are varied consistent with subclause 14.5, the Employee cannot work more than:
 - (i) 10 hours each day between 6.00am and 6.00pm
 - (ii) 80 ordinary hours each fortnight
- 14.6 Continuous work patterns:
- (a) Where local management and the majority of Employees agree, the ordinary hours of work may be varied to include work on Saturdays and Sundays within the average of 38 hours per week.
 - (b) If work time/hours are varied consistent with this subclause, Employees are:
 - (i) paid 50% more than the Employee's ordinary rate for the first two hours and 100% more than the Employee's ordinary time rate thereafter for work on Saturdays that forms part of the 38 hours per week average.
 - (ii) paid 100% more than the Employee's ordinary time rate for all work on Sundays that forms part of the 38 hours per week average.

- (iii) not required to work on more than 10 consecutive days, and
- (iv) rostered off for at least four consecutive days within the two week cycle. Employees are not paid for these days.

15. Accrued Day Off

Note: See clauses 50-53 of section 7 for specific provisions for Sydney Harbour Bridge Maintenance Staff, Traffic Signals Technical Assistants, Tow Truck Staff and Traffic Emergency Patrollers. Where there is any inconsistency between clause 15 and section 7, the provisions in section 7 shall prevail over this clause to the extent of any inconsistency

- 15.1 If an Employee works a 9 day fortnight under a flexible arrangement pursuant to subclause 14.5, they will receive one additional day off (making a total of two) in each 20 day, four week cycle.
- 15.2 If an Employee works a 4 day week they will receive three additional days off (making a total of four) in each 20 day, four week cycle.
- 15.3 For accrual purposes:
 - (a) each day of paid leave an Employee takes pursuant to subclause 14.2 (normal working cycle) or subclause 14.5 (flexible arrangements), is counted as a working day
 - (b) any public holidays occurring pursuant to subclause 14.2 (normal working cycle) or subclause 14.5 (flexible arrangements), is counted as 8 hours.
- 15.4 By 30 September, RMS and the unions develop an ADO calendar for the following year. In doing so, they ensure that:
 - (a) ADOs fall together with public holidays, where appropriate
 - (b) attention is given to the dates on which ADOs are observed by the Building and Construction Industry.
- 15.5 Once the new ADO calendar is established it may be changed if local management and the majority of staff (whole/part of a depot/individual) agree. Consideration is given to changing the calendar so that ADOs are observed on days where road traffic is likely to significantly reduce productivity (e.g. the last day of the school term or local events such as the Bathurst car races).
- 15.6 It is essential that local management and Employees designate additional days off where flexible arrangements are implemented to best meet the anticipated needs of RMS and to be equitable to Employees. Any additional days off should be incorporated into the ADO calendar.
- 15.7 Local management, in consultation with Employees, may require an Employee(s) to carry out work on a programmed ADO, either indefinitely or for a prescribed length of time. If you work on a programmed ADO the Employee shall:
 - (a) be given at least one (1) week's notice of the change
 - (b) be given a copy of the program of alternative ADOs
 - (c) not be paid penalty payments for this work, and
 - (d) be permitted to take an alternative working day off as your ADO (Note: this day is unpaid).
- 15.8 RMS may require an Employee to occasionally work on an ADO if the ADO:
 - (a) stops others from carrying out their work

- (b) results in other Employees having to complete maintenance tasks outside normal working hours
 - (c) delays a project.
- 15.9 If an Employee is required to work on their ADO without the notice period outlined in subclause 15.7(a), the Employee shall:
- (a) be paid at the Saturday overtime rates
 - (b) permitted another day off, where practical, before the end of the next work cycle. The Employee is not paid for this day.
- 15.10 Employee(s) may accrue a maximum of 5 ADOs providing there is agreement between:
- (a) RMS and the unions on a statewide basis, or
 - (b) local management and a majority of Employees (whole/part of a depot/individual)
- 15.11 For Employees on an averaged work pattern, accrued days off will be taken according to the agreed roster.

16. Meal Breaks

Note: See clauses 50-53 of section 7 for specific provisions for Sydney Harbour Bridge Maintenance Staff, Traffic Signals Technical Assistants, Tow Truck Staff and Traffic Emergency Patrollers. Where there is any inconsistency between clause 16 and section 7, the provisions in section 7 shall prevail over this clause to the extent of any inconsistency.

- 16.1 This clause does not apply to Shiftworkers. Crib entitlements for shift workers are set out under the shift work provisions of this Award.
- 16.2 The following provisions apply to Employees, other than Broken Hill Workshop Employees:
- (a) Employees shall receive an unpaid 30 minute meal break each day, to be taken between 11:30 am and 1:30 pm. The duration of the meal break may be extended up to a maximum duration of one hour by agreement.
 - (b) RMS may delay a scheduled meal break by up to 1.5 hours to finish essential work without the payment of overtime or additional rates. Where an Employee, other than a Broken Hill Workshop Employee, continues to work beyond 1.5 hours after the scheduled meal break, the Employee shall receive payment at overtime rates until a meal break is taken.
 - (c) Generally, an Employee should not be required to work for more than 5 hours without a meal break. However, an exception applies if you work on roads where clearway arrangements apply. In such cases, local management and staff should discuss the daily meal break with a view to maximising working time during non clearway hours.
- 16.3 Broken Hill Workshop Employees are entitled to a 30 minute paid meal break.

17. Tea Break

- 17.1 This clause does not apply to Sydney Harbour Bridge maintenance workers.
- 17.2 Employees shall receive a paid 20 minute morning tea break, as agreed with RMS. This break should not necessarily cause work stoppage.

18. Shift Work

- 18.1 This clause outlines the conditions for shift work. It does not apply to:

- (a) Traffic Signals Technicians Assistant
- (b) Traffic Emergency Patroller
- (c) Sydney Harbour Bridge Tow Truck Team Leader, Driver or Attendant

The conditions for shift work applicable to these roles are detailed in section 7.

18.2 Shift work is worked between:

- (a) Sunday to Thursday inclusive, or
- (b) Monday to Friday inclusive.

18.3 Arrangements for working shifts are by agreement between local management and the majority of staff, provided that the choice of shift patterns does not prevent RMS from applying the shift work provisions to complete the work required.

18.4 For the purpose of this clause only:

- (a) "Ordinary shift hours" means 152 ordinary hours worked in a four week work cycle (includes any Alternative or Flexible Arrangements). In accordance with subclause 14.5(b), ordinary shift hours cannot be longer than ten hours.
- (b) 'Flexible arrangements'. These arrangements must be agreed at a local level. Examples include:
 - (i) 19 working days of eight hours within a 20 day, four week cycle,
 - (ii) a nine day fortnight, or
 - (iii) a four day week.
- (c) "Continuous shift work" means work carried on with consecutive shifts of employees throughout the twenty-four hours of at least six consecutive days without interruption, except during breakdowns, meal breaks or due to unavoidable causes beyond the control of RMS.
- (d) "Early morning shift" means any shift commencing at or after 4:00am and before 6:00am.
- (e) "Afternoon shift" means any shift commencing at or after 1:00pm and before 6:00pm.
- (f) "Night shift" means any shift commencing at or after 6:00pm and at or before 4:00am.

18.5 The following loadings for ordinary shift hours apply, whether worked as a single shift or as a combination of shifts:

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

18.6 For Employees whose normal shift is worked between:

- (a) Monday and Friday, the Friday shift starts before and finishes after midnight Friday.
- (b) Sunday and Thursday, the Sunday shift starts before midnight Sunday.

18.7 Employees who work on a Saturday, Sunday or Public Holiday shall be paid at overtime rates, provided that:

- (a) Friday shifts referred to in subclause 18.6 are paid at ordinary shift rates
 - (b) Sunday shifts referred to in subclause 18.6 are paid at ordinary shift rates after midnight Sunday.
- 18.8 Employees who work in excess of the agreed ordinary shift hours on Sunday to Thursday or Monday to Friday (excluding public holidays) shall be paid double-time.
- 18.9 Employees required to work shift work shall be given at least 48 hours notice. If an Employee's shift hours are changed, they shall be notified by the finishing time of their previous shift.
- 18.10 An Employee cannot work more than one ordinary shift on any one day (e.g. a day shift and a night shift). If an Employee is required to work a second shift on a given day, the second shift is paid at overtime rates.
- 18.11 If an Employee works a shift of less than five consecutive working days and it is:
- (a) due to the Employee's actions, they shall be paid normal shift rates
 - (b) not due to the Employee's actions, they shall be paid overtime rates.
- 18.12 ADOs and Public Holidays (including the picnic day) are counted as single days worked and form part of the calculation towards the completion of five consecutive days worked for the purpose of subclause 18.11.
- 18.13 Employees, other than Broken Hill Workshop Employees (in which case subclause 16.3 applies) shall receive a paid 30 minute crib break for each shift worked. Generally, the crib break must commence within five hours from the start of the shift and may be taken over several periods of time totalling 30 minutes.
- 18.14 If an Employee does not work a complete four week cycle, the Employee shall receive pro-rata accrued entitlements for each shift (or part shift) worked.

19. Overtime

Note: See clauses 50-53 of section 7 for specific provisions for Sydney Harbour Bridge Maintenance Staff, Traffic Signals Technical Assistants, Tow Truck Staff and Traffic Emergency Patrollers. Where there is any inconsistency between clause 19 and section 7, the provisions in section 7 shall prevail over this clause to the extent of any inconsistency.

- 19.1 Employees may be required to work a reasonable amount of overtime at overtime rates in addition to the Employee's ordinary hours of work. For the purposes of this clause, what is reasonable or otherwise is determined with regard to:
- (a) any risk to health and safety;
 - (b) the Employee's personal circumstances, including family and carer responsibilities;
 - (c) the needs of RMS;
 - (d) the notice (if any) given by RMS of the requirement to work overtime and the notice (if any) given by the Employee of the intention to refuse to work overtime; and
 - (e) any other relevant matters.
- 19.2 An Employee may refuse to work overtime in circumstances where the overtime would result in unreasonable working hours.
- 19.3 Unless otherwise specified in this clause, for Employees other than Broken Hill Workshop Employees:

- (a) overtime is paid at the rate of time and one half for the first two hours and double time thereafter.
- (b) If an Employee works outside ordinary hours the Employee is paid overtime at the following rates:

Description	Pay rate
First two hours	Time-and-a-half
After the first two hours	Double-time
All work after 12 noon Saturday	Double-time
All work on Sunday	Double-time
All work on a Public Holiday	Double-time-and-a-half
Regular overtime that normally commences after 12 noon on Saturday	Time-and-a-half for the first two hours, then double-time

19.4 Overtime worked by Broken Hill Workshop Employees:

- (a) before or after ordinary hours of work and on Saturday and Sunday will be paid at the rate of double time;

19.5 Overtime worked by shift-workers is paid at the rate of double-time, unless the overtime is worked on a public holiday, in which case it is paid at double time and one half. Overtime for shift-workers is calculated on the ordinary rate of pay exclusive of loadings, penalties and allowances.

19.6 For the purposes of calculating the overtime rate, each day shall stand alone. If overtime is worked before or after a shift and continues for an unbroken period during which ordinary time is worked, overtime is calculated by reference to the total hours worked.

19.7 10 Hour Break

- (a) Subject to subclauses 19.7(c), (e) and (f), an Employee who has worked overtime and has not had 10 consecutive hours off duty after finishing the Employee's last shift, must have 10 consecutive hours off duty prior to recommencing work.
- (b) If an Employee works overtime on a Saturday, Sunday or Public Holiday, and these days are not the Employee's ordinary working days off or ADO, and the Employee has not had 10 consecutive hours off duty within the 24 hour period before starting their next shift, the Employee must have 10 consecutive hours off duty after finishing overtime.
- (c) If an Employee is instructed to resume or continue work without having the required 10 consecutive hours off duty, the Employee shall receive payment at the rate of double-time until the end of duty. The Employee will be entitled to be absent until 10 consecutive hours off duty have been taken.
- (d) If the 10 hours off duty occurs during the Employee's ordinary hours, RMS will not deduct any amounts from the Employee's pay.
- (e) Subclauses 19.7(c)-(d) do not apply to an Employee who has been recalled to work whilst on Standby and the period of time actually worked is less than 4 hours.
- (f) In the case of shift workers, a reference to 10 hours in this clause is taken to be 8 hours if:
 - (i) the overtime is worked for the purpose of changing shift rosters;
 - (ii) the Employee is required to replace other shift workers who do not report for duty; or
 - (iii) the overtime is worked by arrangement between the Employee and other Employees.

- 19.8 Employees, other than Broken Hill Workshop Employees, required to work overtime on a Saturday, Sunday or Public Holiday shall receive a minimum of four hours pay at the appropriate rate.
- 19.9 Except in emergencies, an Employee must not work more than half an hour of overtime if the Employee is completing holes for firing and before firing if the Employee is excavating sandstone or working underground.
- 19.10 An Employee who is required to work two or more hours of overtime after their normal finishing time shall receive a 30 minute crib break without loss of pay after the first two hours, and a further paid 30 minute break after each additional four hours of overtime worked after the initial two hours. To qualify for this entitlement, work must continue after the crib break.
- 19.11 An Employee who works overtime on a Saturday, Sunday or Public Holiday shall receive a crib break of 30 minutes without loss of pay if work continues after 12 noon.
- 19.12 Despite any other provision in this Award, an Employee and the Employee's manager/supervisor may agree to a meal or crib break being taken at any time (including at the end of the period of overtime) subject to any relevant Work Health and Safety guidelines.
- 19.13 An Employee, other than a Broken Hill Workshop Employee, who is required to work more than 1.5 hours after the Employee's normal finishing time, shall be provided with either:
- (a) a meal; or
 - (b) a meal allowance to the amount set out in Part B.
- 19.14 A further meal or meal allowance shall be provided to Employees, other than Broken Hill Workshop Employees, after each additional 4 hours of continuous overtime following the initial 1.5 hours.

Note: Employees who receive an accommodation allowance that includes a payment for an evening meal are not entitled to payment under subclauses 19.13 to 19.14.

20. Recall to Work

- 20.1 If an Employee is recalled to work after leaving their job the Employee is paid a minimum of four hours at overtime rates.
- 20.2 Subsequent call out or call backs occurring within the four hour period of a call out or call back do not attract additional payments.
- 20.3 If an Employee's call out or call back duties continue into what would be the Employee's ordinary working hours the Employee's entitlement is calculated as follows:
- (a) Overtime rates continue until the minimum four hours have elapsed.
 - (b) Payment of the Employee's ordinary hours rate commences when the minimum four hours have elapsed.
- 20.4 If any portion of an Employee's call out or call back period continues into the Employee's ordinary hours, those hours after the Employee's ordinary starting time are considered part of the Employee's ordinary work hours.
- 20.5 Nothing in this clause should be interpreted in a manner that gives rise to a claim:
- (a) for the payment of ordinary hours in addition to any payment for call out, nor
 - (b) that an Employee has failed to meet their contract hours.

- 20.6 Payment for a call out or call back is calculated from the time that an Employee departs for work. Payment ceases when the Employee arrives at their residence or accommodation after returning directly from the call out or call back. Payment is made on the basis of a direct return to the Employee's home or accommodation.

SECTION 4- WAGES, ALLOWANCES AND RELATED MATTERS

21. Payment of Wages

- 21.1 Wages are paid fortnightly by electronic funds transfer into the Employee's nominated bank account. Wages for accrued time are paid in the period during which it was accrued.
- 21.2 Each Employee will receive a confidential docket with the following details:
- (a) gross amount and particulars of wages and allowances
 - (b) amount and particulars of deductions
 - (c) classification
 - (d) date on which payment is made
 - (e) period of employment to which the payment relates
 - (f) amount and type of deductions.
- 21.3 One day of each pay period shall be recognised as the Pay Day. The pay period closes not more than three working days before the Pay Day. An Employee who is not paid on or before the Pay Day is paid at ordinary rates for all working time the Employee is kept waiting.
- 21.4 For the purposes of Employees who arrive to work late or leave early, and for the calculation of overtime, working time is calculated to the nearest 0.1 hours (i.e. 6 minutes).

22. Rates of Pay

- 22.1 The rates of pay in this Award are set out in Table 1, Part B of this Award. The pay rates outlined in Table 1, Part B incorporate the following wage increases:
- (a) 2.27 % from the first full pay period to commence on or after 1 July 2013,
- 22.2 The pay rates in this Award are based on the "RMS Wages Classification Structure".
- 22.3 Unless otherwise provided for in this Award, the pay rates in this Award include compensation for all disabilities associated with the performance of the work, and all allowances previously rolled-up including, but not limited to, industry allowance, special loading, leading hand allowance, tool allowance, follow-the-job loading, annual leave loading, inclement weather allowance, tradespersons allowance, dirty/hot, confined or awkward working conditions and 50 cents per week for holding a drivers licence (whether or not the Employee is required to drive plant items or motor vehicles).

23. Allowances

- 23.1 Operative dates and future increases in other rates and allowances
- (a) Work related allowances e.g. Sydney Harbour Bridge Allowances, increases in line with percentage increases in rates of pay outlined in subclause 22.1 above, and applies from the same operative dates.

- (b) Expense related allowances e.g. overtime meal allowance, increases in line with movements of the same allowances and from the same operative dates as those contained in the Crown Employees (Skilled Trades) Award.

23.2 General

- (a) The allowances described in this section do not form part of an Employee's ordinary wage and are not paid for all purposes of this Award.
- (b) If more than one of the allowances provides payment for disabilities of substantially the same nature, only the highest rate is paid.
- (c) Allowances are paid irrespective of the time at which the work is performed and are not subject to any premium or penalty conditions.

23.3 Asphalt plant repairs allowance

- (a) If an Employee is a tradesperson, the Employee is paid an additional hourly amount or part of an hour, as stated in Table 2, "Other Rates and Allowances", in Part B of this Award for repairs, maintenance or alterations to the following designated areas:
 - (i) dryer drum
 - (ii) hot elevator
 - (iii) single chute (Bellambi)
 - (iv) screens
 - (v) weighing hopper
 - (vi) pug mill
 - (vii) scrubbing bins, jets and scrubbing pits (Bellambi)
 - (viii) cyclone
 - (ix) hot bitumen kettle (Bellambi)

23.4 First aid allowance

- (a) An Employee who is appointed by RMS as a First Aid Attendant in accordance with its policies shall receive an additional amount per day, as set out in Part B.
- (b) A First Aid Attendant is required to maintain relevant qualifications and training in accordance with RMS policy.

23.5 Lead paint removal allowance

Employees required to work on structures that are primed with lead-based paint receive an hourly amount, as prescribed in Part B, only for the period of time that the Employee is:

- (a) fully compliant with WHS management plans and safe systems of work; and
- (b) performing any one or more of the following tasks:
 - (i) abrading by hand or mechanical means;
 - (ii) dry or wet blasting inside containment;

- (iii) grit recovery inside containment;
- (iv) bagging and packaging lead contaminated waste;
- (v) cleaning filters and/or performing internal maintenance on dust extractors;
- (vi) setting up, operating and decommissioning the grit blaster (when using recycled materials), dust extractor and grit recovery unit;
- (vii) erecting previously used containment sheeting;
- (viii) removing and disposing of containment sheeting;
- (ix) flame cutting or welding on the structure;
- (x) decontaminating and removing materials and equipment from within the confines of the containment; or
- (xi) bagging and un-bagging of lead contaminated personal protection equipment.

23.6 Asbestos Materials Allowance

Employees required to use materials containing asbestos or to work with others using asbestos are provided with the necessary safeguards as required by the appropriate work health and safety authority, and Employees must use all supplied safeguards. In such cases, if the safeguards make the wearing of protective equipment mandatory, such Employees shall receive an hourly amount, as prescribed in Part B.

23.7 Asbestos Eradication Allowance

- (a) In this clause, "Asbestos Eradication" means working in a building or its surrounds to remove or neutralise any materials that contain asbestos.
- (b) Where Employees are engaged in Asbestos Eradication:
 - (i) all work must be conducted in accordance with all relevant WHS legislation and requirements; and
 - (ii) such Employees shall receive an hourly amount as prescribed in Part B.

23.8 Long/wide load allowance

Truck Drivers required to drive a loaded truck or articulated vehicle (excluding vehicles included in the definition of Truck Driver (Road Train)) which together with its load exceeds the specifications below, shall receive the appropriate hourly amount with a minimum daily amount as prescribed in Part B:

- (a) 2.90m wide or 18.29m long or 4.30m high (measured from the ground level); or
- (b) 3.36m wide or 21.34m long or 4.58m high (measured from the ground level).

23.9 Mechanical trades allowances

- (a) Mechanical Tradespersons instructed to work alone from a designated remote location, shall receive an allowance equivalent to 5% of the wage rate for a Mechanical Tradesperson, Grade 1 for the period the Employee is required to work from that location.

- (b) Employees who are instructed to carry out the Defined Servicing Role (refer clause 3 - Definitions) shall receive an allowance equivalent to 2.5% of the wage rate for a Mechanical Tradesperson, Grade 3 for the period the Employee is required to carry out that role.

23.10 Sydney Harbour Bridge Allowance

Sydney Harbour Bridge Maintenance Employees who are directed to work on the steel (including apprentices) receive an additional amount per week, as set out in Part B. This compensates for any disabilities arising from the nature of the bridge structure and its environs and is paid for all purposes of this Award.

24. Higher Duties

- 24.1 Subject to the provisions contained in this subclause, Employees are entitled to the payment of higher duties when they are directed to perform the duties of a position graded higher than theirs.
- 24.2 The Higher Duties Allowance (HDA) is payable for a minimum period of one day.
- 24.3 To be eligible for HDA, an Employee must satisfactorily perform the major functions of the position. The Employee is not eligible for the HDA payment if they are learning the critical aspects of the higher graded position.
- 24.4 The Employee's manager or supervisor must approve the period of higher duties prior to the Employee commencing in the higher graded position. Prior approval is also required before any period of acting in higher duties is to be extended.
- 24.5 HDA is not applicable to positions that are multi-graded (eg. HDA is not applicable if you are a Roadworker Grade 2 working as a Roadworker Grade 3).
- 24.6 Higher Duties Allowance (HDA) is only payable when:
- (a) the Employee fills an existing position during casual absences of the incumbent, including absences due to leave;
 - (b) approval is given to create and place the Employee in a temporary position that is intended to exist for a limited-duration (for example, for specific projects);
 - (c) the Employee is directed to perform certain functions for the purposes of maintaining accreditation; or
 - (d) the Employee is directed to perform the duties of the higher graded position while on call-out or overtime because the regular person is unavailable. In such cases, HDA is paid at an hourly rate only for the period of the overtime or call-out.
- 24.7 If the required period of relief in a higher graded position is for six months or more, expressions of interest must be sought from the local work area.
- 24.8 If the higher duties position is a salaried position, the HDA is paid in accordance with RMS Policy.

25. On-call Allowance

- 25.1 This clause does not apply to Broken Hill Workshop Employees.
- 25.2 You may be directed by RMS to be on-call for duty outside ordinary hours in order to attend emergencies or breakdowns. If you are on-call, you are not required to remain at home but you must be contactable and you must respond within a reasonable time.

- 25.3 If you are on call and are recalled to work you are paid a minimum of 4 hours at overtime rates. In such cases, if the time actually worked is less than 4 hours, that time worked does not affect your 10 hour break requirements, as stated in subclause 19.7 (a) and (f).
- 25.4 If you are on call, you are paid a daily allowance equivalent to two hours pay at single rates for your ordinary classification for each night worked, Monday to Thursday inclusive (apart from public holidays).
- 25.5 If you are on call you are paid a daily allowance equivalent to eight hours pay at single-time for your ordinary classification for the following:
- Friday evening/Saturday
- Sundays/Monday mornings
- your ADOs, and
- Public Holidays.
- 25.6 Where on call provisions apply, if you are available you are allocated work according to a roster or some other arrangement agreed by the majority of staff.
- 25.7 An Employee who is directed to remain on standby at home, work or elsewhere in readiness to work overtime for the purposes of snow clearing (Cooma), shall receive payment at the hourly rate for the period of time that the Employee is directed to remain on standby, and is not entitled to the payment of any on-call allowance in respect of that period

26. Fares & Travel

26.1 General

- (a) This clause does not apply to:
- (i) Employees attached to the Sydney Harbour Bridge maintenance office;
 - (ii) Traffic Signals Technicians Assistants;
 - (iii) Employees who are provided with a work vehicle to travel between the Employee's place of residence and the job site; and
 - (iv) Broken Hill Workshop Employees.
- (b) Where an Employee chooses to move their place of residence and this involves an increased cost to RMS, RMS reserves the right to base the Employee's fares/travel allowance on the distance travelled from the previous original residence.

26.2 Fares

- (a) Subclause 26.2 applies to Employees who can establish a fare by a recognised public transport route from their residence to their workplace or established pick-up point.
- (b) Employees who travel to and from work by public transport are reimbursed all fares actually and necessarily incurred, in excess of the amount per week or the amount per day, as prescribed in Part B, Table 2 "Other Rates and Allowances" of this Award.
- (c) Where an Employee is provided with (or is offered by RMS) accommodation or equivalent, and instead of utilising the accommodation provided the Employee elects to travel from another location, the excess fares described in the above subclause are not paid.

- (d) Where an Employee spends more than 10 minutes travelling each way between the nearest stopping place of any public transport service and the Employee's work, the Employee shall receive payment for that time at the ordinary rate. Walking time is calculated at a rate of 1 km every 12 minutes.
- (e) Employees who elect to travel by their own transport (or where public transport is unavailable/impracticable) shall receive the fare equivalent of public transport only.
- (f) Employees must provide sufficient information in the form designated by RMS to verify the entitlement to the payment of fares:
 - (i) upon the commencement of employment;
 - (ii) when fare or address details change; and
 - (iii) when directed to do so by RMS from time to time.
- (g) Additionally, Employees must indicate in each pay period on the timesheet whether fares are claimed for all or part of that period ("Fare Claim").
- (h) Employees who fail to make a valid Fare Claim within 14 days of the date the expense was incurred (or deemed to have been incurred), or who fail to verify their entitlement to fares within 14 days from being required to do so pursuant to this clause, shall not be entitled to any payment under this clause in respect of those periods.

26.3 Travelling Allowance

- (a) The allowance provisions provided by this subclause do not apply where payment is made in accordance with subclause 26.2, Fares.
- (b) If accommodation is not provided, public transport is not available and RMS does not provide transport, the Employee is paid an amount per day, as set out in Table 2, "Other Rates and Allowances", in Part B, of this Award, for the appropriate distance the Employee must travel, as follows:
 - (i) 3, but not more than 10km
 - (ii) More than 10km but not more than 20km
 - (iii) More than 20km but not more than 30km
 - (iv) More than 30km but not more than 40km
 - (v) More than 40km but not more than 50km
 - (vi) More than 50km but not more than 60km
 - (vii) More than 60km but not more than 70km
 - (viii) More than 70km but not more than 80km
 - (ix) More than 80km but not more than 90km
 - (x) More than 90km but not more than 100km
- (c) If an Employee is directed to report to the worksite, amenities are provided in accordance with the WorkCover Code of Practice - Amenities for Construction Work.

- (d) If an Employee's work or established reporting place is more than 100km from the Employee's residence, RMS provides accommodation, as per subclause 28.5 or suitable transport.
- (e) If RMS provides accommodation and the Employee chooses to travel to and from the Employee's residence each day, RMS does not pay a travelling allowance in excess of the 100km rate.
- (f) If an Employee chooses to move their place of residence and this involves an increased cost to RMS, RMS reserves the right to base the Employee's travel allowance on the distance travelled from the Employee's previous residence.

27. Transport Provided By Rms

- 27.1 This clause does not apply to Broken Hill Workshop Employees.
- 27.2 This subclause will not apply if instead of using the Employee's own vehicle where the Employee would have received payment for fares and/or travelling, RMS provides the Employee with a work vehicle to travel between the Employee's place of residence and the jobsite.
- 27.3 Where RMS provides an Employee with a vehicle to travel to a worksite, RMS pays travel time at ordinary rates for the time spent travelling in excess of:
- (a) 10 minutes each way from an established pick up point or a point no more than 3 km from the Employee's residence; or
 - (b) 20 minutes each way when accommodation is provided.
- 27.4 Travelling time will be paid for a maximum of three hours per day. All time in excess of this is considered work time and travel time at overtime rates.
- 27.5 Vehicles must leave promptly at finishing time.
- 27.6 If a worksite does not have the facilities as outlined in the WorkCover Code of Practice - Amenities for Construction Work, the time spent travelling is deemed work time or travel time at overtime rates.
- 27.7 An Employee who is the driver of an RMS vehicle shall receive payment for travel time at a rate equivalent to overtime if the driver is required to transport other Employees and materials to and from the worksite. If you are not the driver of such vehicles you are paid travel time at ordinary rates.
- 27.8 Subject to subclause 27.4, an Employee who uses an RMS vehicle to attend training or other meetings, shall receive travel time at ordinary rates.
- 27.9 If RMS transfers an Employee from one job to another during working hours, RMS must:
- (a) pay the time spent travelling as time worked or at overtime equivalent rates in accordance with subclause 27.3 above, plus any additional fares incurred by the Employee; and
 - (b) return the Employee, unless the Employee requests otherwise, to the point from which the Employee was transferred if RMS was unable to notify the Employee of the transfer on the day before.

28. Distant Work

- 28.1 This clause does not apply to Traffic Signals Technicians' Assistants, whose arrangements are commensurate with salaried staff when engaged on Distant Work.
- 28.2 "Distant Work" means employment at a workplace that requires an Employee to live away from the Employee's usual residence.

- 28.3 RMS will provide at least two days' notice before it is necessary for an Employee to travel and report for duty on Distant Work, except in case of emergency or unforeseen circumstances.
- 28.4 Where possible RMS provides transport to and from Distant Work at the beginning and end of each work week/period. In this case the time spent travelling to and from Distant Work is paid as per clause 27 (Transport provided by RMS). Where RMS does not provide such transport, Employees shall be:
- (a) reimbursed for the specified journey at a set rate per kilometre, as prescribed in Part B if the Employee uses their own private vehicle; or
 - (b) reimbursed for the cost of fares and return fares if the Employee does not use their own private vehicle.
 - (c) Employees will be paid for the time spent travelling as per subclause 27.3.
- 28.5 Employees required to report for duty on Distant Work, are provided with either:
- (a) accommodation and meals as follows:
 - (i) at an established RMS camp;
 - (ii) at a well kept establishment of at least 3 star motel accommodation (as defined in the NRMA Accommodation Directory) in either a single room or a twin room if a single room is not available;
 - (iii) if suitable motel accommodation is not available, in a single room hotel or private accommodation;
 - (iv) if suitable motel, hotel or private accommodation is not available, at a caravan park; or
 - (v) If a suitable caravan park is not available, in a caravan with a toilet, shower and air conditioning or another agreed facility; or
 - (b) a daily 'Country Allowance' as prescribed in Part B, to provide for meals and overnight accommodation. This allowance is only paid for days when an overnight stay is involved.
- 28.6 If RMS provides accommodation, an Employee may elect to receive the relevant amounts, as prescribed in Table 2 for breakfast, lunch, dinner and any incidental expenses incurred, in lieu of RMS providing, or paying directly for, meals.
- 28.7 If accommodation and meal(s) are provided, the Employee is entitled to an incidental payment of a set amount for each night spent away from their residence or normal reporting place, as prescribed in Table 2.
- 28.8 If RMS and the majority of staff engaged on Distant Work agree, the ADO may be taken at a time mutually agreed, or accrued up to a maximum of five days.

29. Clothing

- 29.1 The work apparel issued to Employees in accordance with this clause is in addition to any other required personal protective clothing and equipment (PPE) issued by RMS.
- 29.2 RMS issues, free of cost, the following work apparel:

Item	Number
Trousers*	Five in total, in any combination
Shorts*	
Long pants*	
High-visibility, long-sleeve shirt*	Five in total, in any combination

Cotton drill long sleeve shirt*	
Windcheater (sloppy joe)	Two
Jacket (light, heavy or spray)	Two
Long socks	Five
Belt	One
Hat (stockman style)	One
Gear bag	One
*One pair of overalls may be substituted for any pants/shirt combination	

- 29.3 Work apparel is replaced on a "fair wear and tear, new for old" exchange basis.
- 29.4 It is a condition of an Employee's employment that they wear work apparel issued to them by RMS while on duty.
- 29.5 If an Employee elects to wear cotton drill shirts, the Employee must wear an approved, high-visibility garment over the Employee's shirt when they are working near traffic.
- 29.6 Employees are responsible for the cost of cleaning and maintaining RMS-issued work apparel.
- 29.7 Casual Employees are initially issued with two sets of trouser and shirt combinations plus other essential items (e.g. belts, socks). All other items are issued on a needs basis (e.g. winter jackets).
- 29.8 RMS must provide Employees with personal protective clothing and equipment (PPE), as stated in Safe Working Method Statements (SWMS), to ensure the Employee's health and safety in the workplace.

30. Tools & Amenities

30.1 Tools

- (a) RMS provides Employees with all necessary special tools required to perform your work.
- (b) RMS insures each Employee's tools against loss or damage by fire whilst the tools are on RMS premises or worksites. RMS may require Employees to provide a list of all their tools.
- (c) RMS will reimburse an Employee for loss of their tools up to the value prescribed in Part B if RMS requests that the tools be stored on the job and the tools are subsequently stolen by break and enter outside ordinary working hours.
- (d) If a Broken Hill Workshop Employee is required to supply tools, the RMS will pay a tool allowance of \$1.30 per day.

30.2 Amenities

- (a) Amenities shall be provided in accordance with the Workcover Code of Practice - Amenities for Construction Work. However, where amenities cannot be provided in accordance with relevant guidelines, and an Employee is required to report directly to the worksite, the time spent travelling to and from the worksite is deemed work time or travel time at overtime rates.
- (b) An Employee who is a tradesperson, shall be provided with a suitable, secure, weatherproof lock-up at the workplace for the Employee's tools. If a lock-up is not provided and the Employee's tools are stolen by reason of RMS's negligence, RMS compensates the Employee for the loss in accordance with subclause 30.1.
- (c) RMS provides cool drinking water and, where a morning tea break applies, tea and coffee making facilities.

SECTION 5 - LEAVE AND PUBLIC HOLIDAYS

31. General Provisions

- 31.1 All leave is subject to RMS approval and must be applied for in advance, except in emergency situations where prior notice cannot be given.
- 31.2 Employees who are absent from work do not receive any payment unless the absence is covered by paid leave under this Award, RMS policy or relevant legislation.
- 31.3 Although some leave entitlements are stated in days, leave entitlements and the recording of leave taken are in hours.
- 31.4 If an Employee is appointed to RMS immediately from a position in the NSW Public Sector, the Employee may transfer their accrued leave entitlements (recreation, sick, family and community services and long service leave) to the Employee's RMS position.

32. Annual Leave

- 32.1 For Employees other than Broken Hill Workshop Employees, annual leave accrues at one-and-two-thirds days for each completed month of service, up to a maximum of 160 hours per year. Employees entitled to an extra week's annual leave, accrue the additional annual leave at the appropriate rate.
- 32.2 Broken Hill Workshop Employees accrue annual leave at two and-one twelfth days for each completed month of service, up to a maximum of 200 hours per year.
- 32.3 Annual leave does not accrue in respect of unauthorised absences or leave without pay exceeding five working days in a leave year, unless the leave is taken during annual close down.
- 32.4 Employees can apply to take annual leave. Annual leave is granted at the discretion of RMS subject to operational requirements.
- 32.5 Annual leave must be taken at a time convenient to RMS and the Employee. However, it is preferred that periods of annual leave plus Public Holidays and ADOs be taken in whole weeks, (i.e. Monday to Friday).
- 32.6 In exceptional circumstances, RMS may allow you to accumulate leave up to 40 working days, provided you agree to take your leave as soon as possible.
- 32.7 The current practice of taking annual leave accrued to 31 December during the December - January school holiday period will continue. This practice may be varied by agreement between RMS management and the majority of affected Employees for reasons including geographic, climatic or urgent works. In cases of such variation:
 - (a) Employees may take a minimum of two weeks annual leave for the Christmas period in addition to the Public Holidays;
 - (b) the minimum period may be reduced with agreement between management and the majority of staff (the whole office, specific gangs or depots within an office), and the balance of annual leave is then taken at a time that generally coincides with school holidays.
- 32.8 If an Employee does not have sufficient leave to cover a close-down period, RMS will seek to provide the Employee with work. However, if work is not available RMS may require the Employee to take leave without pay.
- 32.9 An Employee who is required to take leave without pay during the annual close down period shall receive payment for all Public Holidays occurring during this period. The close down period counts as service for the purposes of annual leave accrual.
- 32.10 Seven day shift workers whose ordinary working period includes Public Holidays and Sundays shall receive:

- (a) up to 5 weeks of annual leave (i.e. an additional week of annual leave if you work this arrangement for 12 months),
- (b) additional annual leave of up to one week calculated on a pro rata basis if you work this arrangement intermittently.

33. Long Service Leave (Extended Leave)

33.1 In this clause,

- (a) "Service" includes:
 - (i) prior service with a NSW Government body that is recognised in accordance with Schedule 3A of the Public Sector Employment and Management Act 2002 (as varied from time to time);
 - (ii) all previous full-time (including limited duration) and part-time service with Roads and Maritime Services, the former Roads and Traffic Authority of New South Wales, Department of Main Roads, Department of Motor Transport or the Traffic Authority;
- (b) "Service" does not include:
 - (i) any period of prior service where the accrual of long service leave or extended leave entitlements for that service has been taken or paid out;
 - (ii) any period of leave without pay, unless the Employee has 10 years Service and the leave without pay falls within one or more of the following categories:
 1. military service (for example, Army, Navy or Air Force);
 2. major interruptions to public transport;
 3. periods of leave accepted as workers compensation;
 4. the period of leave without pay is approved and is for a duration of six months or less.

33.2 The entitlement to long service leave (also referred to as extended leave) is set by the Transport Administration Act 1988 (NSW). Where any inconsistency arises between this clause and the relevant provisions of the legislation, the legislation shall prevail to the extent of any inconsistency.

33.3 After completing 10 years Service, an Employee shall be entitled to long service leave of 44 days. An Employee shall accrue an additional 11 days of long service leave for each additional calendar year of Service completed in excess of 10 years.

33.4 Employees who have completed 7 years of Service shall be entitled to access their long service leave accrual on a pro-rata basis of 4.4 working days per completed year of Service.

33.5 For Employees who are shift workers, the number of working days debited during a period of long service leave may include a Saturday or Sunday that forms part of the ordinary roster.

33.6 Subject to approval, Employees may take long service leave at a time convenient to RMS, for a minimum period of one hour, at full pay, half pay or double pay (excluding public holidays falling within the period of long service leave, which are paid at single time and not debited from the Employee's long service leave accrual).

33.7 If leave is taken at double pay:

- (a) the long service leave balance is debited for the actual number of working days/hours of leave at full pay, plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;
 - (b) the additional payment is made as a taxed, non-superable allowance;
 - (c) leave entitlements accrue based on the actual number of working days the Employee is absent from work while on long service leave.
- 33.8 If leave is taken at half pay:
- (a) the long service leave balance is debited at the rate of half the days/hours taken as long service leave;
 - (b) annual leave entitlements accrue at half the ordinary rate for the days/hours the Employee is absent from work;
 - (c) other entitlements accrue at the same rate for the actual days/hours the Employee is absent from work.
- 33.9 If the Employee's ordinary hours of work are constant, payment is made at the Employee's current rate of pay. For part-time and casual Employees whose ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over the past 12 months or the past 5 years, whichever is greater.
- 33.10 Payment for long service leave includes all allowances in the nature of wages but does not include any amounts normally paid for shift work, overtime, penalty rates or disabilities.
- 33.11 Payment is increased to reflect any increment action that the Employee becomes eligible for whilst absent on long service leave.
- 33.12 An Employee who takes a period of long service leave may elect to receive payment for the leave in advance in a lump sum.
- 33.13 An Employee who is sick for five or more consecutive days whilst taking a period of long service leave and who provides a medical certificate to certify that the Employee was unfit for work that period, may claim sick leave for that period.
- 33.14 If sick leave is approved in accordance with this clause, the Employee's long service leave balance is re-credited as follows:
- (a) if the Employee is taking leave on a full or half pay basis, the equivalent period of sick leave; or
 - (b) if the Employee is taking leave on a double pay basis, the equivalent period of sick leave and the extra amount of long service leave entitlement accessed to make up the double pay allowance. In this case RMS shall recover, by way of payroll deduction, any additional payment that has been made to the Employee pursuant to the double pay arrangement.
- 33.15 Subclauses 33.13 to 33.14 apply if the Employee takes long service leave immediately prior to retirement but not immediately prior to resigning or being terminated.
- 33.16 Employees with at least five years' but less than seven years' Service as an adult, shall be paid pro-rata long service leave upon termination of employment for either of the following reasons:
- (a) by RMS for any reason other than serious and wilful misconduct, or
 - (b) at the request of the Employee in writing on account of illness, incapacity, domestic or other pressing necessity.

- 33.17 Employees who are entitled to receive payment for untaken long service leave on termination of employment, including retirement, shall be paid the monetary value of the leave as a gratuity in lieu of taking the leave.
- 33.18 Full-time Employees who are eligible to receive payment for untaken long service leave on termination shall receive such payment at the Employee's substantive rate of pay on the last day of Service.

34. Sick Leave

- 34.1 For each year of service with RMS, Employees are entitled to a maximum of 96 hours of sick leave. The yearly entitlement to sick leave is credited to Employees on 1 January each year.
- 34.2 Employees who commence employment during the course of a calendar year are credited with a pro-rata entitlement on commencement. However, RMS may defer the payment of any sick leave taken during the first three months of service until after the completion of three months' service.
- 34.3 An Employee's entitlement to sick leave accumulates from year to year.
- 34.4 An Employee may take sick leave if:
- (a) the Employee is not fit for work because the Employee is suffering from an illness or injury;
 - (b) the illness or injury is not attributable to misconduct; and
 - (c) the Employee provides evidence that indicates the nature of the illness or injury. However, an Employee who is concerned about disclosing the nature of the illness or injury to their supervisor or manager may elect to have the application for sick leave dealt with confidentially by an alternate manager or the Human Resources section.
- 34.5 An Employee who is unable to attend work due to an illness or injury must contact their supervisor as soon as reasonably practicable, and preferably before the normal starting time. The Employee must advise the supervisor of:
- (a) the inability to attend work;
 - (b) the nature of the illness or injury (subject to subclause 34.4(c)); and
 - (c) the estimated period of absence from work.
- 34.6 An Employee who claims sick leave must provide a medical certificate:
- (a) for absences in excess of two consecutive working days;
 - (b) after the Employee has taken more than 5 uncertified working days in a calendar year, for all absences within the remainder of that calendar year; and
 - (c) where required by RMS or in accordance with RMS policy.
- 34.7 As a general practice, backdated medical certificates will not be accepted. However, if an Employee provides evidence of illness or injury that only covers the latter part of the absence, RMS may grant sick leave for the whole period at its discretion if RMS is satisfied that the reason for the absence is genuine.
- 34.8 If RMS is concerned about the diagnosis described in the evidence of illness produced by the Employee, the evidence provided and the Employee's application for leave can be referred to a medical practitioner for advice after discussion with the Employee. In such cases, the type of leave granted will be determined by RMS based on the medical advice received, and if sick leave is not granted, RMS will as far as practicable, take into account the wishes of the Employee when determining the type of leave granted.

- 34.9 In accordance with RMS policy, RMS may direct an Employee:
- (a) to participate in a return to work program if the Employee has been absent on a long period of sick leave; and/or
 - (b) to attend a medical assessment.
- 34.10 If an Employee has exceeded five (5) uncertified sick days in a twelve (12) month period or where an Employee exhibits a pattern of taking sick days immediately preceding or following weekends, RDO/ADO, public holidays or any other planned absences from the workplace, RMS may restrict your access to overtime.
- 34.11 Where an Employee is required to provide a medical certificate in support of an absence, the Employee may satisfy that requirement by providing evidence from any of the following for absences up to and including 5 working days:
- (a) a doctor;
 - (b) a dentist;
 - (c) an optometrist;
 - (d) a chiropractor;
 - (e) an osteopath;
 - (f) a physiotherapist;
 - (g) an oral and maxillo facial surgeon; or
 - (h) at RMS's discretion, another registered health services provider that satisfies RMS that the Employee had a genuine illness.
- 34.12 Where the absence exceeds five working days, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner.
- 34.13 An Employee who has used all of their accrued sick leave and is unable to return to work due to an illness or injury may take, subject to providing a medical certificate to cover the absence:
- (a) accrued annual leave;
 - (b) accrued long service leave; or
 - (c) sick leave without pay.
- 34.14 Leave and Workers Compensation Claims
- (a) Employees who are waiting on the outcome of a claim for worker's compensation may be granted accrued sick leave. If the compensation claim is approved, the sick leave taken is restored to the Employee's accrual.
 - (b) If an Employee is absent from work for more than 26 weeks and has:
 - (i) sufficient sick leave available: the Employee may use available sick leave to top up the difference between the statutory rate and the Employees ordinary weekly wage, less any shift loadings or other penalties

- (ii) insufficient sick leave available: the Employee will receive the statutory weekly compensation payments only.

- 34.15 An Employee who is sick and would otherwise be unable to attend work due to illness or injury whilst taking a period of annual leave, may claim sick leave for that period subject to providing a medical certificate to certify that the Employee was unfit for work. If sick leave is approved in accordance with this clause, the Employee's annual leave balance is re-credited accordingly.
- 34.16 An Employee is not entitled to receive sick leave for any annual leave taken prior to resigning or the termination of their employment for any reason.
- 34.17 Previous periods of employment are not taken into account for sick leave purposes.

35. Special Sick Leave

- 35.1 Employees who have a good employment and sick leave record, have exhausted their paid sick leave entitlement and have been suffering from a genuine prolonged illness, shall be entitled, subject to Chief Executive approval in accordance with RMS policy, to additional paid sick leave.

36. Maternity. Leave

- 36.1 An Employee who is a female Employee (including a part-time and casual Employee who has worked for RMS on a regular and systematic basis for at least 12 months), is entitled to unpaid maternity leave to enable the Employee to retain their position and return to work within a reasonable time after the birth of the Employee's child.
- 36.2 Unpaid maternity leave may be granted on the following basis:
- (a) up to nine weeks before the expected date of birth;
 - (b) up to 12 months after the actual date of birth.
- 36.3 Paid maternity leave may be granted to an Employee who is engaged on a permanent or limited duration basis if the Employee has completed at least 40 weeks continuous service in the NSW public sector prior to the expected date of birth of the child.
- 36.4 Paid maternity leave is paid at the ordinary rate of pay for:
- (a) fourteen weeks at full pay, or
 - (b) 28 weeks at half pay, or
 - (c) a combination of the two options above.
- 36.5 An Employee may request that the paid maternity leave component be paid as a lump sum in advance at the commencement of the period of maternity leave. The lump sum payment is made up to the maximum period indicated in clause 36.4, or for the period of leave actually taken, whichever is the lesser.
- 36.6 If an Employee requests to be paid for maternity leave as a lump sum and then requests to return to work before the period of leave is completed, the Employee must repay the remainder of the lump sum amount.
- 36.7 An Employee is not entitled to receive payment under this clause if the Employee has received payment under clause 38 (Parental Leave).
- 36.8 If the child is born before the expected date of birth, the Employee's period of maternity leave commences from the date of birth of the child.

- 36.9 An Employee who commences a subsequent period of maternity leave or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid as follows:
- (a) at the rate the Employee was paid before commencing the initial leave if the Employee has not returned to work; or
 - (b) at a rate based on the hours worked before the initial leave was taken, where the Employee has returned to work and reduced the hours of work during the 24 month period; or
 - (c) at a rate based on the hours the Employee worked prior to the subsequent period of leave where the Employee has not reduced the hours of work.

37. Adoption Leave

- 37.1 An Employee is entitled to adoption leave if the Employee assumes the primary role in providing care and attention to an adopted child.
- 37.2 Adoption leave starts from the date of taking custody of the child.
- 37.3 All Employees (including casual Employees who have worked for RMS on a regular and systematic basis for at least 12 months) are entitled to unpaid adoption leave and this may be taken as:
- (a) short adoption leave, being three weeks leave without pay; or
 - (b) extended adoption leave up to 12 months on leave without pay including any short or paid adoption leave.
- 37.4 Paid adoption leave may be granted to an Employee who is engaged on a permanent or limited duration basis if the Employee has completed at least 40 weeks continuous service in the NSW public sector prior to taking custody of the child.
- 37.5 Paid adoption leave is paid at the ordinary rate of pay for:
- (a) fourteen weeks or;
 - (b) 28 weeks at half pay, or;
 - (c) a combination of the above two.
- 37.6 An Employee may request that the paid adoption leave component be paid as a lump sum in advance at the commencement of the period of adoption leave. The lump sum payment is made up to the maximum period indicated in 37.5, or for the period of leave actually taken, whichever is the lesser.
- 37.7 If an Employee requests to be paid for adoption leave as a lump sum and then requests to return to work before the period of leave is completed, the Employee must repay the remainder of the lump sum amount.
- 37.8 An Employee is not entitled to receive payment under this clause if the Employee has received payment under clause 38 (Parental Leave).
- 37.9 Where an Employee's partner is employed in the public sector, adoption leave is only granted to one of the partners for each adoption.
- 37.10 An Employee who commences a subsequent period of maternity leave or adoption leave within 24 months of commencing an initial period of maternity or adoption leave will be paid as follows:
- (a) at the rate the Employee was paid before commencing the initial leave if the Employee has not returned to work; or

- (b) at a rate based on the hours worked before the initial leave was taken, where the Employee has returned to work and reduced the hours of work during the 24 month period; or
- (c) at a rate based on the hours the Employee worked prior to the subsequent period of leave where the Employee has not reduced the hours of work.

38. Parental Leave

- 38.1 An Employee (including a casual Employee who has worked for RMS on a regular and systematic basis for at least 12 months) who is not entitled to maternity or adoption leave may be entitled to unpaid parental leave to enable the Employee, as a parent, to share in the responsibility of caring for a child or children of the Employee.
- 38.2 An Employee who is employed on a Full-time or Part-time basis and who has completed at least 40 weeks continuous service within the NSW public sector, is entitled to paid parental leave of one week at full ordinary pay or, if the Employee and RMS agree, two weeks at half ordinary pay. The remainder of any requested leave is treated as unpaid leave for the first 5 days or two weeks of leave taken.
- 38.3 An Employee may take approved parental leave as:
- (a) short parental leave for an unbroken period of up to five working days at the time of the birth or other termination of the spouse or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
 - (b) extended parental leave for a period not exceeding 12 months, less any paid or short parental leave already taken, as outlined above. (NB. extended parental leave is unpaid.)
- 38.4 An Employee may commence a period of extended parental leave at any time within two years from the date of the birth of the child or the date of placement of the adopted child and leave may be taken:
- (a) full-time for a period not exceeding 12 months or;
 - (b) part-time over a period not exceeding two years or;
 - (c) partly full-time and partly part-time over a proportionate period of up to two years.

39. Other Matters Relating to Maternity, Adoption and Parental Leave

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

39.2 Rights of request during Maternity, Adoption or Parental Leave

- (a) An Employee who is entitled to maternity, adoption or parental leave may request that RMS:
- (i) extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) allow the Employee to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age;
- to assist the Employee in reconciling work and parental responsibilities.
- (b) RMS shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or RMS' business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The request and RMS' decision made under this clause must be recorded in writing.

39.3 Re-engagement of casual Employees

- (a) Where the Employee wishes to make a request to return to work on a part-time basis in accordance with this clause, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from maternity, adoption or parental leave.
- (b) RMS shall not fail to re-engage an Employee who is a regular casual Employee (see section 53(2) of the Industrial Relations Act 1996) because the Employee is or has been immediately absent on maternity, adoption or parental leave, or because the Employee's spouse is pregnant. The rights of RMS in relation to an Employee's engagement and re-engagement are not affected, other than in accordance with this subclause.

40. Family and Community Service Leave

40.1 In this clause, "Family Member" in relation to an Employee means the Employee's:

- (a) spouse;
- (b) De Facto Partner;
- (c) child or adult child (including an adopted child, step child, foster child or ex-nuptial child);
- (d) parent (including a foster parent or legal guardian);
- (e) grandparent or grandchild;
- (f) sibling (including the sibling of a spouse or De Facto Partner);
- (g) relative who is a member of the same household where, for the purposes of this definition:
 - (i) 'relative' means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (ii) 'affinity' means a relationship that one spouse or partner has to the relatives of another; and
 - (iii) 'household' means a family group living in the same domestic dwelling.

40.2 RMS may grant family and community service leave for reasons related to unplanned and emergency family responsibilities or other emergencies including, but not limited to, the following reasons;

- (a) compassionate grounds, such as the death or illness of a close Family Member or a member of the Employee's household;
- (b) 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;
- (c) emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens your property and/or prevents the Employee from reporting for duty;
- (d) attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;
- (e) attendance at court by you to answer a charge for a criminal offence, only if the Chief Executive considers the granting of family and community service leave to be appropriate in a particular case.

40.3 Non emergency appointments or duties shall be scheduled or performed outside normal working hours or through approved use of other appropriate leave.

40.4 Family and Community Service Leave may also be granted for the following reasons:

- (a) an Employee's absence during normal working hours to attend meetings, conferences or to perform other duties, for holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the Employee does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
- (b) an Employee's attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) or if the Employee is selected to represent Australia or the State.

40.5 The maximum amount of family and community service leave payable at ordinary rates that may be granted is the greater of:

Conditions	Entitlement
In the first 12 months of services	19 hrs (2.5 days)
In the second year of service	19 hrs (2.5 days)
For each completed year of service after two years completed service	7.6 hrs (1 day)

40.6 Family and community service leave is available to Part-time Employees on a pro-rata basis.

40.7 If an Employee's family and community service leave balance is exhausted, RMS may grant additional paid family and community service leave of up to 3 days on a discrete, 'per occasion' basis to cover the period necessary to arrange or attend the funeral of a Family Member or relative.

40.8 Subject to approval, an Employee's accrued sick leave may be accessed when the Employee's family and community service leave has been exhausted, to allow the Employee to provide short-term care or support for a Family Member who is ill.

40.9 Access to other forms of leave is available for reasons related to family responsibilities or community service, subject to approval. These include:

- (a) accrued annual leave (including single-day periods);
- (b) leave without pay;
- (c) time off in lieu of payment for overtime;

- (d) make up time.
- 40.10 Depending on your circumstances, you may take an individual form of leave or a combination of leave options. It is RMS's intention that each request for family and community service leave be considered equitably and fairly.
- 40.11 An Employee who was employed in the NSW Public Sector immediately prior to commencing employment with RMS may transfer the Employee's family and community service leave accruals from the previous Employer.
- 40.12 An Employee who is a Casual Employee is entitled to not be available to attend work, or to leave work:
- (a) upon the death in Australia of a Family Member; or
 - (b) if the Employee is required to care for a Family Member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- 40.13 Where a Casual Employee is unavailable to attend work for one of the reasons outlined above, the Employee and RMS shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, a Casual Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Such an Employee is not entitled to any payment for that period.
- 40.14 If required by RMS, a Casual Employee must produce evidence of the need to take the leave as follows:
- (a) in the case of death, a death certificate or a statutory declaration providing details of the circumstances of death;
 - (b) in any other case, a medical certificate or a statutory declaration setting out the nature of the illness or emergency, as applicable.
- 40.15 RMS shall not fail to re-engage a Casual Employee who has accessed the entitlements provided for in this subclause. The right of RMS to engage or not engage the Employee is otherwise not affected.

41. Study and Examination Leave

- 41.1 An Employee may claim an entitlement to study leave if the Employee is studying a course which:
- (a) is appropriate to the Employee's present classification;
 - (b) is relevant to RMS; or
 - (c) provides the Employee with progression or reclassification opportunities.
- 41.2 Study leave is granted as follows:

Leave basis	Leave entitlement
Face-to-face students	The lesser of: (b) One half hour for every hour of lectures, up to a maximum of four hours per week, or (c) Twenty days per academic year
Correspondence students	The lesser of: (a) One half hour for every hour of lecture time in the face-to-face course, up to a maximum of four hours per week, or (b) Twenty days per academic year

41.3 To assist an Employee who is attempting final examinations in approved courses and to release the Employee from work immediately prior to an examination, the Employee is allowed a maximum of:

- (a) five days examination leave per calendar year for time spent travelling to and from and attending final examinations, or
- (b) half a day for pre-examination leave on the day of the examination, up to a maximum of five days per calendar year.

42. Military Leave

42.1 An Employee, other than a Broken Hill Workshop Employee, who is apart-time member of the Navy, Army (including 21st Construction Regiment) or Air Force Reserves, is eligible for military leave in accordance with RMS policy as follows:

- (a) Naval and Military Reserves up to 24 working days per year;
- (b) Air Force Reserves up to 28 working days per year.

42.2 A Broken Hill Workshop Employee who is a part-time member of the Navy, Army (including 21st Construction Regiment) or Air Force Reserves, is eligible for military leave as follows:

Reason for leave	Entitlement (calendar days)		
	Army	Navy	Air Force
Annual training	14	13	16
Instruction school, classes or courses	14	13	16
Additional obligatory training	4	4	4

43. Special Leave

43.1 RMS may grant special leave for certain activities that are not covered by other forms of leave, including:

- (a) jury service;
- (b) acting a witness when called or subpoenaed by the Crown;
- (c) emergency volunteer activities;
- (d) declared emergencies;
- (e) emergency services and bush fire fighting courses;
- (f) volunteers in policing - education programs;
- (g) trade union activities and training, including:
 - (i) trade union training (up to 12 days every two years);
 - (ii) attending as a witness for a trade union;
 - (iii) assisting counsel or acting as a union advocate;
 - (iv) acting as a member of a conciliation committee;
 - (v) loan of services to a trade union;
 - (vi) as a member of a union executive or council.

- (h) ex-armed services personnel (eg. Medical Review Board, etc.);
- (i) NAIDOC Week, in accordance with RMS policy;
- (j) other miscellaneous activities associated with an Employee's required involvement:
 - (i) as a returning officer;
 - (ii) with local government - holding official office;
 - (iii) with retirement seminars;
 - (iv) as a bone marrow donor;
 - (v) with exchange awards- (eg. Rotary or Lions);
 - (vi) at sporting events -(eg. Olympic or Commonwealth Games);
 - (vii) with graduation and other academic ceremonies;
 - (viii) with professional or learned society meetings/conferences.

44. Public Holidays

44.1 In this Award, Public Holiday means:

- (a) any day or part-day declared or prescribed under a law of NSW to be observed generally within NSW as a public holiday;
- (b) the first Monday in December (recognised as Union Picnic Day); and
- (c) up to a maximum of one Local Public Holiday per calendar year.

44.2 For a holiday to be recognised as a Local Public Holiday under this Award, the following criteria must be satisfied:

- (a) the holiday must be gazetted by the NSW Government as a Public Holiday in a particular region within NSW;
- (b) the holiday must occur on a normal working day; and
- (c) the Employee must be at work in the particular area to which the gazetted holiday applies on the working day before and after the holiday. However, the Employee also satisfies this clause if the Employee would have been required to work on those days in the particular area, but was on approved leave.

44.3 A Local Public Holiday may be taken as two gazetted half-days.

44.4 Where a Local Public Holiday is gazetted for part of a day, Employees must attend work for that part of the Employee's ordinary working hours that are not regarded as a Public Holiday, unless on approved leave.

44.5 Public Holidays and picnic days are compensated at eight hours pay at the hourly rate. However, if a Public Holiday falls on a weekend, no additional payment is made unless the Employee is required to work on that day.

44.6 Employees, other than Broken Hill Workshop Employees, required to work on a Public Holiday or picnic day shall receive double time and a half for time worked on this day. Employees required to work on a picnic day shall be entitled to a minimum of four hours pay.

- 44.7 Broken Hill Workshop Employees required to work on a Public Holiday shall receive double time for time worked on this day, and receive equivalent time off in lieu. Broken Hill Workshop Employees required to work on a picnic day shall be entitled to a minimum of four hours pay.
- 44.8 Employees absent from work on approved leave without pay shall receive payment for any Public Holidays occurring during the first two weeks of the absence at the hourly rate. Public Holidays occurring beyond this two week period are unpaid.
- 44.9 Employees entitled to payment in respect of a Public Holiday under this clause shall receive payment for any Public Holidays occurring during a period of absence covered by workers compensation payments.
- 44.10 Apprentices and trainees who are required to attend classes or training on the Union Picnic Day shall receive a day off in lieu at a mutually agreeable time between the Employee and RMS. In such circumstances, they shall be paid the normal hourly rate.

SECTION 6 - COMMUNICATION AND CONSULTATION

45. Consultation

- 45.1 Pursuant to the provisions contained in this subclause, there shall be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this Award and Employees.
- 45.2 Consultation regarding major workplace change
- (a) Where the Employer has made a definite decision to introduce major changes in production, workplace policies, organisation, structure or technology that are likely to have significant effects on Employees, the Employer will meet with the Employees who may be affected by the proposed changes and their representatives.
 - (b) Significant effects means declaring Employees excess; major changes in the composition, operation or size of the Employer's workforce; technological changes that impacts on the working arrangements of Employees; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
 - (c) The Employer will provide information to the affected Employees and their representatives about:
 - (i) the proposed changes;
 - (ii) the effects on the Employee(s) of the proposed changes;
 - (iii) the rationale for the proposed changes.
 - (d) The Employees will be given an opportunity to provide input to the Employer and discuss the proposed change and any measures proposed to avoid or otherwise minimise any possible adverse impact on affected Employees.
 - (e) The Employer will respond to any feedback provided by Employees and the Employee Representatives.
 - (f) Provisions regarding consultation in the context of contracting out are contained in Appendix A, clause 6 of this award.
- 45.3 RMS's Single Bargaining Unit (SBU)

- (a) A joint advisory group, to be called the Single Bargaining Unit, consisting of nominated representatives from the unions, Unions NSW and RMS management meets regularly and continues to oversee the development, negotiation and implementation of an agreed enterprise arrangement to ensure:
 - (i) a consistent approach;
 - (ii) an effective implementation process in order to achieve the agreed outcomes within the allotted time frames; and
 - (iii) the achievement of sustainable and measurable productivity improvements.

45.4 Regional Consultative Groups

- (a) Regional Consultative Groups exist in each region and include both RMS nominees and union nominated wages staff.
- (b) The groups' role is to continue to promote positive cooperation in overseeing the implementation of each of RMS's workplace reform agenda areas within the regions and to resolve any localised issues including industrial problems that arise during the implementation process.
- (c) The groups provide regular minutes/reports to, and as requested by, the SBU and refer any problems which cannot be resolved at the regional level to the SBU for determination.

45.5 Project teams

- (a) Project teams are established, if required, to oversee the technical development and implementation of RMS's workplace reform agenda items.
- (b) Project teams are under the managerial control of an RMS Project Manager and include both RMS and union nominated wages staff representatives.
- (c) The project teams provide regular reports to, and as requested by, the SBU and refer any problems which cannot be resolved at the project level to the SBU for determination.

45.6 Wages staff task groups

Wages staff task groups are established as required to research and provide recommendations in line with the agreed terms of reference.

45.7 General principles

- (a) The SBU, project teams and regional consultative groups circulate the minutes of their respective meetings to relevant staff.

- (b) Wages staff representatives assigned to a project team, task group or regional consultative group are released from their normal duties, as required, to carry out the responsibilities to which they have been assigned. Should any problems arise related to such release, they are referred to the SBU.
- (c) Regional consultative groups:
 - (i) are chaired (to be shared) by the union and RMS staff representatives
 - (ii) develop and implement a communication plan to ensure that directorate staff are kept fully informed of the work of the group and the ongoing implementation of the enterprise bargaining process across the directorate.
- (d) The SBU, project teams and regional consultative groups are able to second a wages staff member to the respective body if such staff member has special expertise relevant to the issue(s) being considered.
- (e) Nominated representatives and group members have agreed to relevant training to assist them in their roles.
- (f) The SBU, project teams, task groups and regional consultative groups are appropriately resourced in regard to clerical backup, time, provision of information and other identified needs.

46. Grievance and Dispute Resolution

46.1 In this Award:

- (a) "Grievance" means a personal concern or problem about work or the work environment that the Employee seeks hearing or resolution of and may be the result of a perceived or actual concern regarding:
 - (i) allocation of work or development opportunities;
 - (ii) workplace communication difficulties, or interpersonal disputes;
 - (iii) changes in work processes or practices;

46.2 A dispute is a complaint or difficulty which affects one or more Employee(s). It may include a change in working conditions that is perceived to have a negative implication on Employees.

46.3 This disputes procedure outlined at subclause 46.4 below shall apply to any dispute that arises with respect to the following:

- (a) matters pertaining to the relationship between the Employer and Employees;
- (b) matters pertaining to the relationship between the Employer and the union parties to this Award which pertain to the Award; and/or
- (c) the operation and application of this Award.

46.4 Dispute Settlement Process

Step One

In the first instance, any dispute which is local in nature, and which will not impact on other locations, will be dealt with at the local level by the Employee(s) and/or their union representative raising the matter with the Employee's immediate supervisor. The parties shall make a genuine attempt to resolve the dispute within a reasonable timeframe.

Step Two

If the dispute remains unresolved following Step 1, the Employee(s) and/or their union representative shall refer the matter to the Manager of the work area to which the dispute relates. The parties shall make a genuine attempt to resolve the dispute within a reasonable timeframe.

Step Three

If the dispute remains unresolved following Steps 1 and 2, the Employee(s) and/or their union representative shall refer the matter to the General Manager of the work area to which the dispute relates. The parties shall make a genuine attempt to resolve the dispute within a reasonable timeframe.

Step Four

If the Dispute cannot be resolved through the procedure outlined in Steps 1-3, or if the Dispute involves matters other than local issues or matters involving the application/ interpretation of this Award, the Employee or their representative may refer the dispute to the Manager, Workplace Relations (or their representative) to attempt to achieve a resolution between the parties.

Step Five

If following Steps 1 -4 the dispute remains unresolved, any relevant party may refer the matter to the Industrial Relations Commission of New South Wales (IRC) for conciliation in the first instance, and if conciliation does not resolve the Dispute, the matter shall be arbitrated by the IRC.

- 46.5 Nothing in this clause prevents the making of an agreement to refer a Dispute to a step other than the next in sequence to accelerate resolution or for some other reason(s), or to agree to refer the dispute to the IRC for urgent resolution, or for making a submission to the IRC that the status quo should remain.
- 46.6 Whilst this procedure is continuing, no work stoppage or any other form of work limitation shall occur, or any other form of work limitation will be applied.
- 46.7 The parties acknowledge that where a Dispute involves a matter where genuine, serious and immediate risk is posed to the health and safety of any person, it may not be practical to follow the procedure in this clause in attempting to resolve the dispute; and that an urgent reference to the IRC may be required.

47. Disputes Relating to Work Health and Safety

- 47.1 Where a Work Health and Safety risk is identified or a genuine safety factor is the source of a dispute, the following procedure shall be observed:
- (a) Employees and the Unions have an obligation to notify RMS of the risk through the Work Health and Safety Committee;
 - (b) RMS shall be allowed a reasonable time to respond;
 - (c) RMS must address and report on the issue identified within a reasonable time.
- 47.2 The parties acknowledge that all reasonable efforts must be made to achieve an effective resolution of the issue, prior to asking the Regulator to assist in resolving the issue.

- 47.3 Under the WHS Act, an Employee may cease, or refuse to carry out, work if the Employee has a reasonable concern that to carry out the work would expose the Employee to a serious risk to the Employee's health or safety emanating from an immediate or imminent exposure to a hazard. In this case, the Employee must remain available to carry out suitable alternative work.
- 47.4 The Parties acknowledge that it is an offence under the WHS Act to:
- (a) provide false or misleading information in complying or purportedly complying with the Act;
 - (b) make false or misleading representations to another person about that person's rights or obligations under the Act.
- 47.5 RMS, the Unions and Employees are committed to the WHS Act and all other relevant statutory requirements. This clause is intended to operate in a manner that is consistent with the operation of the WHS Act.

48. Union Contributions

- 48.1 Upon written authority from an Employee, RMS will deduct Union membership fees from the Employee's fortnightly pay (or such other frequency as agreed between RMS and the relevant Union) and forward these fees regularly to the relevant Union. RMS will also include all necessary information to enable the union to reconcile and credit subscriptions to the Employee's membership account.
- 48.2 If an Employee has already authorised the deduction of their union membership fees from their 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.

49. Union Representatives

- 49.1 In this clause, Union Delegate means an Employee in respect of which:
- (a) the Union to which the Employee is a member is elected as a delegate in accordance with the relevant union's rules; and
 - (b) that Union is entitled to represent the Employee of the Employer; and
 - (c) the Union has notified the Manager, Workplace Relations in writing that the Employee is an elected delegate.
- 49.2 An Employee who is a Union Delegate shall be provided with sufficient time in working hours to interview the supervisors, managers and Employees whom the Delegate represents, on matters affecting them.

SECTION 7 - CLAUSES OF SPECIFIC APPLICATION

50. Sydney Harbour Bridge Maintenance Employees

- 50.1 This clause applies to Employees who are attached to the Sydney Harbour Bridge Maintenance office, and does not apply to any other Employee.
- 50.2 Where any inconsistency arises between this clause and any clause set out in Part A of this Award, this clause shall prevail to the extent of any inconsistency.

Working Hours

- 50.3 Normal Work Cycle, in relation to an Employee covered by this clause, means a work cycle consisting of:
- (a) nine working days within a 10 day, two week cycle;

- (b) eight hours and 27 minutes worked each day between 6:00 am and 6:00 pm;
 - (c) a 30 minute meal break which includes a paid 10 minute morning tea break and a 20 minute unpaid break between 11:30 am and 12 noon; and
 - (d) a 10 minute tea break immediately before finishing time.
- 50.4 During this cycle, 51 minutes of each day worked is accrued towards one day off in each two week cycle, known as an Accrued Day Off (ADO).
- 50.5 If an ADO falls on a Public Holiday, the ADO may be taken on:
- (a) the next working day;
 - (b) an alternative day in the same two week cycle; or
 - (c) an alternative day in the next two week cycle.

Amenities

- 50.6 RMS provides a "clean/dirty" area for Employees to store personal clothing separate from protective clothing. This area shall have sufficient washing and showering facilities separated from all dirty sections of the area.
- 50.7 Employees shall be provided with the following breaks, in addition to any other breaks in this clause:
- (a) a five minute break before lunch to wash and put away personal belongings, or a ten minute break if the Employee was performing tasks associated with lead paint removal (as outlined in subclause 23.5), to shower and put away personal belongings;
 - (b) a ten minute break before finishing time to shower, and
 - (c) enough time before lunch and finishing time to reach an area from the Employee's place of work on the bridge.
- 50.8 Employees shall be provided with a separate area for the storage of clothes, tools and food. This area must not contain painting materials.

51. Traffic Signals Employees

- 51.1 This clause applies to Employees who are engaged as Traffic Signals Technicians' Assistants, and does not apply to any other Employee.
- 51.2 Where any inconsistency arises between this clause and any clause set out in Part A of this Award, this clause shall prevail to the extent of any inconsistency.
- 51.3 If an Employee is a Traffic Signals Technicians' Assistant:
- (a) an afternoon shift finishes after 6:00pm and at or before midnight
 - (b) a night shift finishes after midnight and at or before 8:00am
 - (c) regular afternoon or night shifts apply which are a normal feature of the Employee's work, occur five nights each week and are in operation for more than four consecutive weeks.
- 51.4 If an Employee works regular afternoon or night shifts, the Employee is paid at the normal rate plus 15%. Any work other than regular afternoon or night shifts is paid as follows:

- (a) the first five shifts are paid at time-and-a-half
- (b) more than five shifts and up to four weeks are paid at the ordinary rate plus 20%
- (c) more than four weeks are paid at the ordinary rate plus 15%.

51.5 If an Employee works only night shifts, the Employee is paid at the normal rate plus 30% for each shift the Employee works.

51.6 Saturday time is:

- (a) worked between Friday midnight and Saturday midnight
- (b) paid at time-and-a-half for normal rostered shifts.

51.7 Sunday time is:

- (a) worked between Saturday midnight and Sunday midnight
- (b) paid at double-time.

52. Traffic Emergency Patrollers

52.1 This clause applies to Employees who are engaged as Traffic Emergency Patrollers (TEPs), and does not apply to any other Employee.

52.2 Where any inconsistency arises between this clause and any clause set out in Part A of this Award, this clause shall prevail to the extent of any inconsistency

52.3 If an Employee is a TEPs, the Employee is either a:

- (a) shift worker engaged on a combination of morning and afternoon shifts, or
- (b) continuous shift worker engaged on a 24 hour, 7 day, rotating roster.

52.4 An Employee is not required to work more than 6 consecutive days during the Employee’s roster cycle.

52.5 Employees’ working hours and shift allowances are as follows:

Shift	Work commencing	Shift allowance
Early morning	at or after 4:00am	ordinary rate plus 12.5%
Day	at or after 6:00am	ordinary rate
Afternoon	at or after 1:00pm	ordinary rate plus 12.5%
Night	at or after 4:00pm	ordinary rate plus 15%

52.6 Employees will be paid at time-and-a-half of the ordinary pay rate for all ordinary time worked on Saturday.

52.7 Employees will be paid at double the ordinary pay rate for all ordinary time worked on a Sunday.

52.8 Employees will be paid at double-time-and-a-half of the ordinary pay rate for all ordinary time worked on a Public Holiday.

52.9 Employees will be allowed and paid a crib break in accordance with subclause 18.13 above.

52.10 Shift rosters operate in the following manner:

- (a) Employees are rostered to work shifts as required by RMS.

- (b) Notice of shifts to be worked is given at least seven days in advance.
- (c) If less than seven days notice is given of shift changes, an Employee is paid at the same rate as the Employee's previous shift, provided it is greater.
- 52.11 If an Employee is rostered on a special or spare shift and the Employee is directed to work another shift which:
- (a) pays a lesser pay rate, then the Employee is entitled to retain the pay rate of the Employee's normal shift
- (b) has a greater penalty, then the Employee is entitled to the higher pay rate based on the inclusion of the penalty for the shift the Employee actually worked.
- 52.12 If an Employee is directed to temporarily work a shift that pays a lesser pay rate, the Employee is entitled to retain the pay rate of the Employee's normal shift.
- 52.13 If an Employee is directed to work at an alternative location, the Employee is paid the appropriate fares to the new destination, in accordance with the provisions outlined in clauses 26, 27 and 28.
- 52.14 If an Employee is required to change their shift and/or location with less than 48 hours notice, the Employee is paid an additional 3 hours at the Employee's ordinary/unloaded pay rate, in addition to the provisions outlined above, in recognition of any inconvenience caused by the change to the Employee's shift pattern.

53. Tow Truck Employees

- 53.1 This clause applies to Employees who are engaged as Tow Truck Drivers or Tow Truck Attendants (Tow Truck Employees), and does not apply to any other Employee.
- 53.2 Where any inconsistency arises between this clause and any clause set out in Part A of this Award, this clause shall prevail to the extent of any inconsistency.
- 53.3 If an Employee is a Tow Truck Driver or Tow Truck Attendant the Employee is engaged on a 24 hour, 7 day, rotating roster.
- 53.4 Tow Truck Employees shall not be required to work more than 6 consecutive days during the roster cycle.
- 53.5 The working hours and shift allowances for Tow Truck Staff are as follows:

Shift	Work commencing	Shift allowance
Early morning	at or after 4:00am	ordinary rate plus 12.5%
Day	at or after 6:00am	ordinary rate
Afternoon	at or after 12 Noon	ordinary rate plus 15%
Night	at or after 6:00pm	ordinary rate plus 20%

- 53.6 Payment for all ordinary time worked on a Saturday shall be at the rate of time and one half of the ordinary rate of pay.
- 53.7 Payment for all time worked on a Sunday shall be at the rate of double the ordinary rate of pay.
- 53.8 Payment for all ordinary time worked on a Public Holiday shall be at the rate of double and one-half of the ordinary rate of pay.
- 53.9 Employees will be allowed and paid a crib break in accordance with clauses 18.13, above.

53.10 Shift rosters shall operate in the following manner:

- (a) Employees shall be rostered to work shifts as required by RMS.
- (b) notice shall be given of shifts to be worked at least 7 days in advance.
- (c) where notice is given of a change in shift with less than 7 days notice, any shift so worked shall be paid at the rate of the previously rostered shift, provided it is greater.

53.11 If an Employee is rostered on a relief line and the Employee's shifts, as notified in subclause 53.10 above, are changed with less than 7 days notice the Employee will be paid at the rate of the previously rostered shift providing that it is greater.

53.12 Where an Employee is directed to work at an alternate location, the Employee will be paid the appropriate fares to the new destination in accordance with the provisions outlined in clauses 26, 27 and 28.

53.13 Where an Employee is required to change shift and/or location with less than 48 hours notice, the Employee will be paid an additional 3 hours at the unloaded rate of pay, in addition to the provisions outlined in subclause 53.11 above, in recognition of any inconvenience caused by the alternation to the shift pattern.

53.14 If an Employee is rostered to work on a Public Holiday the Employee will receive a day in lieu. This does not apply where an Employee is rostered on a special or spare shift and is required to work on a Public Holiday. In this case the Public Holiday loading will be paid.

PART B - PAY RATES AND ALLOWANCES

Table 1 - Rates of Pay, Non Trades (not applicable to Broken Hill Workshop Employees)

Pay point	Positions	Weekly Rates effective first full pay period on or after 1 July 2013 and inclusive of 2.27% \$
1	Roadworker Grade 1 Sydney Harbour Bridge Worker Grade 1	954.60
2	Roadworker Grade 2 Sydney Harbour Bridge Worker Grade 2	980.20
3	Roadworker Grade 3 Linemarker Grade 1 Building Attendant Sydney Harbour Bridge Worker Grade 3	1006.00
4	Bridge Worker Grade 4 Technician's Assistant Grade 1 Works Assistant Grade 1 Road Worker Grade 4 Plant Operator Grade 1 Roller Operator Tow Truck Attendant Linemarker Grade 2 Storeperson Grade 1 Sydney Harbour Bridge Worker Grade 4 Traffic Emergency Patroller	1031.70
5	Bridge Worker Grade 5 Technician's Assistant Grade 2 Road Worker Grade 5 Plant Operator Grade 2	1057.70

	Truck Driver (MR General) Truck Driver (Stores) Linemarker Grade 3 Storeperson Grade 2 Rigger Grade 1	
6	Technician's Assistant Grade 3 Works Assistant Grade 2 Bituminous Spray Operator Plant Operator Grade 3 Truck Driver (MR Gang Truck) Truck Driver (HR Truck - General) Water Cart Operator Snowplough Operator Rigger Grade 2	1083.30
7	Works Assistant Grade 3 Truck Driver (HR Gang Truck) Truck Driver (Semi Trailer) Rigger Grade 3	1109.40
8	Rigger Grade 4 Bitumen Spray Driver Finishing Grader Operator Truck Driver (Tow Truck)	1135.00
9	Truck Driver (Road Train) Team Leader (Rigger) Team Leader Grade 1 Team Leader (Stores) Traffic Emergency Patroller (Team Leader)	1160.90
10		1186.60
11		1212.30
12	Team Leader Grade 2 Team Leader (Tow Trucks)	1238.20

Table 2 - Rates of Pay, Trades (not applicable to Broken Hill Workshop Employees)

Pay point	Positions	Weekly Rates effective first full pay period on or after 1 July 2013 and inclusive of 2.27% \$
1	Painter Grade 1 Traffic Facilities Painter Grade 1	1039.30
2	Plasterer Grade 1	1056.60
3	Mechanical Trades Grade 1 Fitter Grade 1	1062.00
4	Painter Grade 2	1065.00
5	Signwriter Grade 1	1070.20
6	Metal Fabricator Grade 1 Plumber Grade 1	1072.70
7	Shipwright Grade 1	1082.00
8	Painter Grade 3 Traffic Facilities Painter Grade 2	1091.20
9	Bridge Maintenance Welder Grade 1 Construction Carpenter Grade 1	1092.40
10	Electrician Grade 1	1115.50
11	Painter Grade 4 Traffic facilities Painter Grade 3	1117.00
12	Mechanical Trades Grade 2 Fitter Grade 2	1119.10

13	Signwriter Grade 2	1123.60
14	Metal Fabricator Grade 2 Plumber Grade 2	1126.40
15	Bridge Maintenance Welder Grade 2 Construction Carpenter Grade 2	1147.10
16	Signwriter Grade 3	1150.40
17	Electrician Grade 2	1171.30
18	Construction Carpenter Grade 3	1174.20
19	Mechanical Trades Grade 3 Fitter Grade 3	1175.30
20	Plumber Grade 3	1180.10
21		1212.30
22	Electrician Grade 3	1226.70
23		1231.20
24	Plumber (Team Leader) Mechanical Trades Team Leader Fitter (Team Leader) Painter (Team Leader) Bridge Maintenance Welder (Team Leader) Metal Fabricator (Team Leader) Construction Carpenter (Team Leader) Shipwright (Team Leader) Signwriter (Team Leader) Traffic Facilities Painter (Team Leader)	1238.20
25	Electrician (Team Leader)	1282.50

Table 3 - Rates of Pay, Broken Hill Workshop Employees Only

Positions	Weekly Rates effective first full pay period on or after 1 July 2013 and inclusive of 2.27% \$
Tradesperson	
Plant Mechanic	1146.50
Boilermaker	1146.50
Carpenter	1146.50
Painter	1146.50
Electrical Fitter	1167.00
Plant Operator	
Mobile Crane Operator	1031.40
General	
Storeman	1013.20
Cleaner	1017.80
Labour(Fitter/Plant Mechanic)	994.30
General Labour	986.50
Labourer(Testing Laboratory)	986.50
Labourer Junior Male(19/21 years)	885.80
Labourer Hammer & Drill	1006.50
Labourer (Proline Borer or Benkleman Beam)	1023.90
Apprentice - School Certificate	
Year 1	608.40
Year 2	734.40
Year 3	860.40
Year 4	986.50

Apprentice -Higher School Certificate Level	
Year 1	734.40
Year 2	860.40
Year 3	986.50
Year 4	1112.30

Table 4 - Rates of Pay, Apprentices (not applicable to Broken Hill Workshop Employees)

Pay point	Positions	Weekly Rates effective first full pay period on or after 1 July 2013 and inclusive of 2.27% \$
1	Apprentice 1st Year Painter/Decorator Signwriter	465.30
2	Apprentice 1st Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	473.40
3	Apprentice 1st Year Bricklayer	479.50
4	Apprentice 1st Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder	488.20
5	Apprentice 1st Year Carpenter/Joiner Shipwright	508.40
6	Apprentice 1st Year Bridge & Wharf Carpenter	518.80
7	Apprentice 2nd Year Painter/Decorator Signwriter	603.00
8	Apprentice 2nd Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	611.00
9	Apprentice 2nd Year Bricklayer	617.00
10	Apprentice 2nd Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	625.70
11	Apprentice 2nd Year Carpenter/Joiner Shipwright	646.20

12	Apprentice 2nd Year Bridge & Wharf Carpenter	656.60
13	Apprentice 3rd Year Painter/Decorator Signwriter	765.40
14	Apprentice 3rd Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	773.50
15	Apprentice 3rd Year Bricklayer	779.20
16	Apprentice 3rd Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	788.20
17	Apprentice 3rd Year Carpenter/Joiner Shipwright	808.10
18	Apprentice 3rd Year Bridge & Wharf Carpenter	818.40
19	Apprentice 4th Year Painter/Decorator Signwriter	877.90
20	Apprentice 4th Year Radio Fitter/Mechanic Electrical Fitter/Mechanic	886.10
21	Apprentice 4th Year Bricklayer	892.00
22	Apprentice 4th Year Plant Mechanic Motor Mechanic Fitter/Turner Boilermaker Sheetmetal Worker Blacksmith Trimmer Welder Plumber	901.10
23	Apprentice 4th Year Carpenter/Joiner Shipwright	921.20
24	Apprentice 4th Year Bridge & Wharf Carpenter	931.00

Table 5 - Other Rates and Allowances (not applicable for Broken Hill Workshop Employees)

Clause	Description	Weekly Rates effective first full pay period on or after 1 July 2013 and inclusive of 2.27% \$
Other Rates		

23.10	Sydney Harbour Bridge Maintenance Staff Sydney Harbour Bridge Allowance	189.80
Allowances		
23.5	Lead Paint Removal Allowance (per hour)	2.25
23.6	Asbestos Materials Tradespersons	0.92
23.7	Asbestos Eradication Tradespersons	2.49
23.3	Asphalt Plant Repairs Tradespersons	0.92
23.8	Long/Wide Loads Allowance Transport Workers 2.90m wide or 18.29m long or 4.30m high minimum payment 3.36m wide or 21.34m long or 4.58m high minimum payment	2.3522 9.41 4.4002 17.60
19.13 & 19.14	Meal Allowance	
(a)	First meal	14.10
(b)	Subsequent meal	12.10
26.2	Fares	
(b)	per week	12.00
	per day	2.40
26.3	Travelling Allowance 3 but not more than 10 kms More than 10 but not more than 20km More than 20 km but not more than 30km More than 30km but not more than 40km More than 40km but not more than 50km More than 50km but not more than 60km More than 60km but not more than 70km More than 70km but not more than 80km More than 80kms but more than 90km More than 90km but not more than 100km	4.20 8.30 12.40 16.50 20.70 24.80 29.00 33.00 37.20 41.30
28	Distant Work Board & Lodging Broken parts of week where camp not provided Breakfast Lunch Dinner Incidentals Private Vehicle over 2700cc Private Vehicle 1600cc - 2700cc Private Vehicle under 1600cc	747.10 106.70 21.80 24.90 42.90 8.00 0.300 0.296 0.252
Other Conditions		
23.4	First Aid Allowance	\$ 3.31
30.1(c)	Insuring Tools Reimbursement for Loss	1691.34

APPENDIX A

Workplace Reform

1. Benchmarking

The parties agree to co-operate in benchmarking processes to measure performance of RMS Road Services Business Units against other public and private sector road services providers.

2. Process Improvement

RMS, Unions and Employees are committed to ensuring effective and efficient customer service and product delivery by analysing and recommending changes in processes, systems or procedures which result in improvement in productivity and/or the elimination of duplication and waste. The regional consultative groups monitor the development and implementation of process improvement and provide appropriate updates, reports and recommendations to the SBU.

3. Performance Planning & Feedback

- 3.1 RMS will implement a performance planning and feedback scheme that applies to all wages staff and is:
- (a) implemented in consultation with the unions that will link performance in the workplace with the goals of RMS, its regions and work units;
 - (b) supported by appropriate training; and
 - (c) evaluated and monitored by the SBU.
- 3.2 This scheme recognises and reflects the increasing importance of teams in RMS and their contribution to service and quality.
- 3.3 The parties are committed to:
- (a) ensuring teams and Employees understand the relationship or interdependence of their role with other teams and Employees;
 - (b) clearly defining expectations for each team and Employee against the agreed goals of RMS and productivity standards;
 - (c) ensuring each team and Employee clearly understands RMS's objectives, their work unit's goals and how their role is integral to the achievement of these objectives and goals;
 - (d) obtaining feedback from teams and Employees on RMS's work practices, management practices and possible innovations; and
 - (e) encouraging teams and Employees to participate in their work unit's decision making process.

4. Conditions of Employment

- 4.1 The parties are committed to the development and implementation of changes in conditions of employment that are customer focused and are equitable in application. Any changes are:
- (a) developed and implemented in consultation with the unions to link performance in the workplace with the goals of RMS;
 - (b) evaluated and monitored by the SBU.
- 4.2 In making this commitment, the parties accept, in principle, the need to:
- (a) review current work practices to ensure that they are customer focused and maximise the effective and efficient use of resources;
 - (b) review and rationalise administrative procedures;
 - (c) reduce and update documentation;
 - (d) ensure, where possible, consistent working conditions for all wages staff;

- (e) provide opportunities for all Employees to better manage their working and personal lives;
- (f) review current work patterns to investigate flexible work arrangements which better meet Employees and customers' needs.

5. Workplace Health & Safety

- 5.1 RMS is committed to ensuring the health, safety and wellbeing of its staff in the workplace. This is achieved by:
- (a) implementation of appropriate health and safety practices and procedures;
 - (b) appropriate management policies and practices; and
 - (c) the active and constructive involvement of all wages staff; and
 - (d) management and wages staff representatives' participation on occupational health and safety committees.
- 5.2 RMS encourages Employees to take a constructive role in promoting improvements in work health, safety and welfare to assist RMS in achieving a healthy and safe working environment.

6. Contracting Out

6.1 Application and Definition

- (a) For the purpose of this clause, the term "contract out work" means reallocating the whole of the work performed currently and exclusively by a group of Employees covered by this Award to be performed by another source pursuant to a contract. To be clear, this clause does not apply to a group of Employees where only part of the work they currently and exclusively perform is contracted out.

6.2 Considering Proposal to Contract Out Work

- (a) Where RMS determines it intends to pursue a proposal to contract out work, subject to Government Approval, relevant unions and affected Employees will be notified. Sufficient time will be provided to relevant unions and affected Employees to discuss RMS's intention to pursue a proposal to contract out work.

6.3 Decision to Contract Out Work

- (a) Once RMS has finalised a proposal and has made a decision to contract out work, RMS agrees to provide written information to relevant unions and affected Employees about the decision, and expected impact on Employees to contract out work. This does not require the disclosure of confidential or commercial in confidence information.
- (b) Prior to implementation of a proposal to contract out work, RMS will commence discussions with relevant unions and affected Employees about the contracting out process and arrangements for affected Employees.
- (c) Subject to reasonable notice and operational requirements, RMS agrees to allow the unions reasonable opportunities during working hours to communicate with their members during the process outlined in subclause 6.3(b) above.

6.4 Dispute Settlement Procedure

- (a) Any issues or matters in dispute should be dealt with under the Dispute Settlement Procedure in clause 46 of this Award.

7. Contractors Protocol

7.1 Where work is to be carried out by contract, including sub-contract, RMS:

- (a) abides by the provisions of the Industrial Relations Management Guidelines, December 1999, as developed by the NSW Government's Construction Policy Steering Committee;
- (b) ensures that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying the rates and providing conditions contained in the appropriate award and/or registered industrial agreement, as well as complying with other statutory provisions and RMS specified standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards and the provisions set out in clause 7, Work Health and Safety.
- (c) on being advised or otherwise becoming aware that a contractor or sub-contractor is not paying award rates, providing award conditions or complying with any other statutory provisions and RMS standards including but not limited to RMS's safe working procedures, RMS's traffic control procedures and RMS's quality standards, , takes necessary action to ensure that the situation is immediately rectified. Should the contractor or sub-contractor continue to breach the provision then appropriate action including termination of contract is implemented, if appropriate.

8. Unplanned Absenteeism (Sick Leave)

The parties are committed to implementing tailored strategies to reduce the level of sick leave being taken by Employees.

Employees who have a good sick leave record who have been suffering from a genuine prolonged illness shall, subject to Chief Executive approval, continue to be entitled to additional paid sick leave should they exhaust their existing paid sick leave entitlement.

9. Communication

The parties agree to continue to implement initiatives designed to ensure that there are structured communication processes between RMS's corporate directorates and Operations and Services Directorate, regional and frontline areas to ensure timely and accurate upward and downward feedback.

10. Field Input Data Operation

The parties agree to fully implement the Field Input Data Operation (FIDO) system to improve scheduling and prioritising of maintenance works.

11. Alliance Model

The parties agree to fully implement the Alliance Model of work whereby RMS staff work along side private industry parties in order to achieve the outcomes of RMS.

C.G. STAFF J

(1598)

SERIAL C8158

**SKILLED TRADES STAFF - DEPARTMENT OF FAMILY AND
COMMUNITY SERVICES - AGEING, DISABILITY AND HOME
CARE (STATE) AWARD 2012**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Family and Community Services.

(No. IRC 919 of 2013)

Before The Honourable Justice Staff

27 November 2013

VARIATION

1. Delete Part B, Rate of Wages and Allowances of the award published 16 November 2012 (375 I.G. 42) and insert in lieu thereof the following:

PART B

Rate of Wages and Allowances

Salary and Allowance ID Codes	Classification, Wages and Allowances Wages (excluding Apprentices)	1st full pay on or after 1/07/13 (2.27%) Per annum \$
G51	Bricklayer Level 1	53,564
G41	Bricklayer Level 2 (calculate 105% of Level 1)	56,242
	Bricklayer Level 3 (calculate 110% of Level 1)	58,921
	Bricklayer Level 4 (calculate 115% of Level 1)	61,599
G52	Carpenter and/or Joiner Level 1	53,564
G44	Carpenter and/or Joiner Level 2 (calculate 105% of Level 1)	56,242
	Carpenter and/or Joiner Level 3 (calculate 110% of Level 1)	58,921
	Carpenter and/or Joiner Level 4 (calculate 115% of Level 1)	61,599
G53	Painter Level 1	53,564
G47	Painter Level 2 (calculate 105% of Level 1)	56,242
G48	Painter Level 3 (calculate 110% of Level 1)	58,921
	Painter Level 4 (calculate 115% of Level 1)	61,599
G54	Plumber and/or Gasfitter Level 1	54,073
G4A	Plumber and/or Gasfitter Level 2 (calculate 105% of Level 1)	56,775
G43	Plumber and/or Gasfitter Level 3 (calculate 110% of Level 1)	59,481
	Plumber and/or Gasfitter Level 4 (calculate 115% of Level 1)	62,184
G56	Electrical Fitter Level 1	56,934
G4D	Electrical Fitter Level 2 (calculate 105% of Level 1)	59,779
	Electrical Fitter Level 3 (calculate 110% of Level 1)	62,628
	Electrical Fitter Level 4 (calculate 115% of Level 1)	65,473
G57	Plant Electrician Level 1	59,925
G4G	Plant Electrician Level 2 (calculate 105% of Level 1)	62,922
	Plant Electrician Level 3 (calculate 110% of Level 1)	65,919
	Plant Electrician Level 4 (calculate 115% of Level 1)	68,915
G58	Fitter Level 1	53,564

G4J	Fitter Level 2 (calculate 105% of Level 1)	56,242
	Fitter Level 3 (calculate 110% of Level 1)	58,921
	Fitter Level 4 (calculate 115% of Level 1)	61,599
G5D	Motor Mechanic Level 1	53,564
G4P	Motor Mechanic Level 2 (calculate 105% of Level 1)	56,242
	Motor Mechanic Level 3 (calculate 110% of Level 1)	58,921
	Motor Mechanic Level 4 (calculate 115% of Level 1)	61,599
	Charge/Supervisor or Project Leader	71,671
196	Leading Hand Allowance	
	Leading Hand 1 to 5	2,491
197	Leading Hand 6 to 10	3,193
198	Leading Hand > 10	4,174
	Tradesmen's Licence Allowance	Per annum \$
347	Plumber	2,459
347	Gasfitter	2,459
350	Drainer	3233
350	Plumber and/or Gasfitter	3233
350	Gasfitter and/or Drainer	3233
350	Plumber and/or Drainer	3233
352	Plumber/Gasfitter/Drainer	4392
354	Drainer (Licensed)	2039
357	Electrician Tradesmen's Registration Allowance	2408
205	Plumber -Computing Quantities	1829
366	Computing Quantities	1436
	Certificate Allowances	
307	Boiler Attendants Certificate Allowance	Per Instance \$ 7.07
308	Thermostatic Mixing Valve Certificate Allowance	Per annum \$ 1300
	Apprentice Trades	
	1st Year	24,765
	2nd Year	31683
	3rd Year	40082
	4th Year	45474
	Examination Allowance	
	1st Year	86.25
	2nd Year	172.63
	3rd Year	258.74
370	Industry Allowance	1524.09
		Per Hour 1/07/13 \$
	Mobility Allowance	7.55
177	Welding Allowance	0.27
178	Bricklaying > 18 kg	2.08
179	Confined Spaces	0.94
180	Height Money	0.78
181	Hot Places	0.94
182	Insulation	0.94
183	Asbestos Eradication/Airborne Lead	2.53
184	Smoke Boxes A	0.05
185	Wet Places	0.77
186	Acid Furnaces, Stills	3.81

187	Smoke Boxes B	1.86
188	Clean down bricks	0.7
189	Spray Application	0.77
190	Roof Work	0.94
191	Explosive Power Tools	1.77
193	Dirty Work	0.77
214	Applying Obnoxious Substances	0.94
289	Legionella	3.49
		Per day \$
171	Fouled Equipment	8.76
176	Pneumatic Tool Operation	4.11
	Relief Daily Licence Allowances	
207	Plumber/Drainer/Gasfitter Licence	16.92
208	Drainer	9.19
209	Gasfitter/Drainer	7.72
210	Computer Quantities	12.23
212	Plumber/Drainer/Gasfitter	5.46
287	Registration Certificate	7.03
152	Chokages	Per Instance \$ 8.83
	Tool Allowance	Per Week
	Electrical Fitter/Electrical Mechanic/Plant Electrician	18.12

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

C.G. STAFF J

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**STATE TRANSIT AUTHORITY OF NEW SOUTH WALES FERRIES
(STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Director General, Department of Transport.

(No. IRC 118 of 2014)

Before The Honourable Justice Walton, President

24 February 2014

VARIATION

1. Delete subclause 2.4 of clause 2, Definitions of the award published 17 August 2012 (374 I.G. 336) and insert in lieu thereof the following:
 - 2.4 "Employer" means the Secretary of the Department of Transport as head of the Transport Service.
2. Insert after subclause 2.7 of the said clause 2, the following new subclauses and renumber the existing subclauses 2.8 and 2.9 to read "2.10" and "2.11" respectively:
 - 2.8 "STA Group" means the group of staff designated by the Secretary of the Department of Transport in accordance with the Transport Administration (Staff) Regulation as being part of the STA Group who are not part of the Transport Senior Service.
 - 2.9 "Transport Service" means the Transport Service of New South Wales established by the Transport Administration Act 1988.
3. At subclause 28.1, of clause 28, Area, Incidence and Duration, following the words "employed on ferries", delete the words "by the Employer" and insert in lieu thereof "as members of the Transport Service in the STA Group".
4. This variation shall take effect from 24 February 2014.

M. J. WALTON J, *President*

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SYDNEY CRICKET AND SPORTS GROUND TRUST SECURITY ENTERPRISE AWARD 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by United Voice, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 457 of 2013)

Before Commissioner Newall

12 November 2013

VARIATION

1. Delete Table 1 of Part B Monetary Rates, of the award published 16 November 2012 (375 I.G. 56) and insert in lieu thereof the following:

Table 1

Item No.	New Rate Per Hour First Full Pay Period to commence on or after 20 June 2013 (2.27%) \$
1	27.18
2	40.76
3	24.92
4	37.39
5	20.14
6	30.21
7	29.28
8	22.74

2. Delete subclause 10.11 of clause 10, Rates of Pay and Employee Related Cost Savings, and insert in lieu thereof the following:
- 10.11 A Security Officer required to work a shift in excess of twelve hours will be provided with a meal voucher redeemable at the place of employment or where this is not practical be paid a meal allowance of \$15.73.
3. Delete paragraph 18.3.1 of subclause 18.3 of clause 18, Army Reserve Leave and insert in lieu thereof the following:
- 18.3.1 \$1393.00 per week (or such other amount as is provided to the employer under the ESP Scheme); or
4. This variation shall take effect from the beginning of the first full pay period to commence on or after 20 June 2013.

P. J. NEWALL, Commissioner

(183)

SERIAL C8174

TRANSPORT INDUSTRY - CAR CARRIERS (NSW) CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australian Industry Group New South Wales Branch, Industrial Organisation of Employers and State Peak Council.

(No. IRC 12 of 2014)

Before The Honourable Acting Justice Boland

13 February 2014

VARIATION

1. Delete the amount of \$271.78 wherever it appears in paragraph (a) of subclause (i) of clause 7, Other Conditions, of the determination published 11 July 2008 (366 I.G. 274) as varied, and insert in lieu thereof the amount of \$279.25.
2. Delete the amount of \$326.12 wherever it appears in subclause (vii) of clause 8, Conditions, and insert in lieu thereof the amount of \$335.09.
3. Delete the amount of 1.59% in paragraph (c) of subclause (ii) of Schedule 1 - Rates of Remuneration and insert in lieu thereof the amount of 1.1%.
4. Delete subclauses (vi) and (vii) of Schedule 1, Rates of Remuneration and insert in lieu thereof the following:
 - (vi) Currently, the maximum reduction contained in subclause (ii) is calculated according to the following formula:
 - (d) $(136.28 - 12.003)/136.28 \times 100 = (91.19\%)$
 - (e) $17.80 \times (91.19\%) = (16.23)$
 - (f) $17.33 - (16.23) = 1.1\%$
 - (vii) The rates contained within this schedule shall take effect from the first full pay period to commence on or after 13th May 2014.

Car Carriers Contract Determination Rate Adjustment						
Percentage variation = 2.75%						
Category	Old Value	New Value	% Change	Current Weighting	New Weighting	Reset Weighting
Wages	\$679.20	\$684.00	0.71%	41.28	41.5717	40.46
Capital	100.8	96.1	-4.66%	15.74	15.0061	14.60
Insurances	98	108.9	11.12%	11.31	12.5679	12.23
Registration	98.6	109.3	10.85%	4.84	5.3652	5.22
R&M	99.4	105.6	6.24%	6.35	6.7461	6.57
Tyres	100	100.3	0.30%	1.23	1.2337	1.20
Fuel	129.33	136.28	5.37%	16.90	17.8082	17.33
Admin	99.9	104.3	4.40%	2.35	2.4535	2.39
				100.00	102.7525	100.00

5. Delete Tables "A", "B", "C", "D", "E" and "F" of Schedule I of the said Determination and insert in lieu thereof the following:

Table A - (Including 2% Trailer Hire)

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	33.51	53.09	70.18	87.04	96.14	39.17
2	50.62	78.94	99.48	120.50	131.87	59.19
3	64.88	99.67	122.92	149.43	163.29	75.83
4	76.26	117.25	146.21	178.40	194.55	89.19
5	84.82	141.08	169.58	207.33	225.98	99.17
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	33.51	17.71	17.55	17.49	16.02	39.17
2	50.62	26.32	24.86	24.10	21.97	59.19
3	64.88	33.23	30.74	29.87	26.13	75.83
4	76.26	39.09	36.57	35.68	32.44	89.19
5	84.82	47.03	42.39	41.46	37.67	99.17
Vehicle		Standing and Running Rate per Hour \$			Standing Rate per Hour \$	
1 car		42.77			33.16	
3 car		51.77			41.12	
4 car		58.51			46.79	
5 car		62.05			49.00	
6 car		67.10			53.56	
1 car tilt		49.99			38.30	
Intrastate Work						
Vehicle			Standing and Running Rate cents per Km			
1 Car			82.41			
3 Car			118.04			
4 Car			130.69			
5 Car			145.00			
6 car			155.88			
1 car tilt			96.67			

Table B Local Work

Local Work						
Zone Rates per Car Carriage - Prime Mover & Trailer						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	34.87	59.47	79.47	100.58	110.21	42.45
2	52.68	88.49	112.45	138.82	153.13	64.15
3	67.53	111.75	138.92	172.03	189.63	82.20
4	79.37	134.86	165.39	205.47	225.98	96.70
5	88.30	158.13	191.82	238.74	262.40	107.50

Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	34.87	19.83	19.88	20.12	18.35	42.45
2	52.68	29.49	28.12	27.76	25.51	64.15
3	67.53	37.25	34.72	34.41	31.61	82.20
4	79.37	44.95	41.35	41.08	37.67	96.70
5	88.30	52.71	47.96	47.74	43.74	107.50
Vehicle		Standing and Running Rate per Hour \$			Standing Rate per Hour \$	
1 car		44.51			34.81	
3 car		58.04			41.63	
4 car		66.18			47.89	
5 car		71.44			50.96	
6 car		77.89			65.80	
1 car tilt		54.18			41.94	
Intrastate Work						
Vehicle		Standing and Running Rate cents per Km				
1 Car		81.02				
3 Car		125.77				
4 Car		139.65				
5 Car		155.10				
6 car		161.90				
1 car tilt		99.76				

Table C (Including 2% Trailer Hire)

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	33.89	53.73	71.75	88.84	97.78	39.15
2	51.22	79.92	101.68	122.52	134.15	59.12
3	65.68	100.91	125.59	151.25	165.95	75.79
4	77.22	121.87	149.50	181.35	197.76	89.12
5	85.86	142.85	173.42	210.85	229.58	99.14
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	33.89	17.90	17.93	17.78	16.31	39.15
2	51.22	26.63	25.40	24.51	22.35	59.12
3	65.68	33.64	31.39	30.25	27.65	75.79
4	77.22	40.62	37.39	36.27	32.97	89.12
5	85.86	47.63	43.36	42.17	38.27	99.14
Vehicle		Standing and Running Rate per Hour \$			Standing Rate per Hour \$	
1 car		43.30			33.12	
3 car		52.43			41.11	
4 car		60.32			46.78	
5 car		63.09			48.98	
6 car		68.20			53.49	
1 car tilt		49.98			38.27	

Intrastate Work	
Vehicle	Standing and Running Rate cents per Km
1 Car	84.39
3 Car	121.36
4 Car	137.28
5 Car	150.62
6 car	162.05
1 car tilt	96.61

Table D - (Including 2% Trailer Hire)

Port Kembla

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	196.45	271.78	302.83	331.60	357.76	229.51
1	217.84	297.67	332.08	365.93	391.32	254.50
2	239.21	323.55	361.32	393.66	424.87	279.52
3	260.59	349.44	390.59	424.69	458.42	304.51
4	282.00	375.34	419.81	455.73	491.97	329.52
5	330.11	433.56	485.65	525.56	567.47	385.76
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	196.45	90.60	75.70	66.33	59.64	229.51
1	217.84	99.22	83.03	72.52	65.22	254.50
2	239.21	107.85	90.34	78.72	70.81	279.52
3	260.59	116.47	97.64	84.94	75.32	304.51
4	282.00	125.10	104.96	91.15	81.99	329.52
5	330.11	144.51	121.40	105.12	94.57	385.76
Vehicle	Standing and Running Rate per Hour \$			Standing Rate per Hour \$		
1 car	42.77			33.16		
3 car	51.77			41.12		
4 car	58.51			46.79		
5 car	62.05			49.00		
6 car	67.10			53.56		
1 car tilt	49.99			38.30		
Intrastate Work						
Vehicle	Standing and Running Rate per Hour \$					
1 Car	82.41					
3 Car	118.04					
4 Car	130.69					
5 Car	145.00					
6 car	155.88					
1 car tilt	96.68					

Table E

Port Kembla (Including 2% Trailer Hire)

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	196.45	286.28	320.00	352.53	376.99	240.56
1	218.70	315.32	353.54	388.25	415.94	267.65
2	240.97	344.34	386.60	423.96	454.90	312.00
3	263.21	373.35	419.70	459.67	493.85	321.85
4	285.45	402.37	452.78	495.40	532.80	348.92
5	335.54	467.66	527.23	575.77	620.44	409.91
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	196.45	95.42	80.12	70.51	62.83	240.56
1	218.70	105.11	88.37	77.66	69.32	267.65
2	240.97	114.79	96.65	84.79	75.81	312.00
3	263.21	124.46	104.92	91.93	82.31	321.85
4	285.45	134.14	113.20	99.09	88.80	348.92
5	335.54	155.90	131.82	115.16	103.41	409.91
Vehicle		Standing and Running Rate per Hour \$		Standing Rate per Hour \$		
1 car		44.51		34.81		
3 car		58.04		41.63		
4 car		66.18		47.89		
5 car		71.44		50.96		
6 car		77.89		59.21		
1 car tilt		54.18		41.94		
Intrastate Work						
Vehicle			Standing and Running Rate cents per Km			
1 Car			81.02			
3 Car			125.77			
4 Car			139.65			
5 Car			155.10			
6 car			161.90			
1 car tilt			99.76			

Table F (Including 2% Trailer Hire)

Port Kembla

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	199.90	277.70	314.55	341.56	368.72	229.36
1	221.55	303.91	344.44	373.13	402.83	259.45
2	243.21	330.12	374.34	404.66	436.93	292.85
3	264.85	356.33	404.24	436.22	471.01	304.35
4	286.49	382.54	434.16	467.78	505.40	329.34
5	335.19	441.51	501.44	538.76	581.88	385.57
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	199.90	92.56	78.63	68.32	61.44	229.36
1	221.55	101.29	86.11	74.61	56.60	259.45
2	243.21	110.04	93.60	80.94	72.82	292.85
3	264.85	118.77	101.06	87.24	78.50	304.35
4	286.49	127.52	108.54	93.57	84.20	329.34
5	335.19	147.17	125.36	107.75	96.97	385.57
Vehicle		Standing and Running Rate per Hour \$		Standing Rate per Hour \$		
1 car		43.30		33.11		
3 car		52.43		41.11		
4 car		59.81		46.78		
5 car		63.09		48.99		
6 car		68.20		53.49		
1 car tilt		49.98		38.27		
Intrastate Work						
Vehicle			Standing and Running Rate cents per Km			
1 Car			84.39			
3 Car			121.36			
4 Car			137.28			
5 Car			150.62			
6 car			162.05			
1 car tilt			96.61			

5. Delete the table in Schedule 2, Procedure and Time for Adjustment of Rates and Amounts, and insert in lieu thereof the following:

Component	Benchmark	Current Index	Current Weighting
Wages	Road Transport and Distribution Award 2010, Grade Three Transport Worker	\$684.00	40.46
Capital	ABS Consumer Price Index (CPI), Transportation Group, Motor Vehicles	96.1	14.60
Insurances	ABS CPI Financial and insurance services, Insurance Services	108.9	12.23
Registration	ABS CPI, Transportation Group, Other Motoring Charges.	109.3	5.22
Repairs & Maintenance	ABS CPI, Transportation Group, Motor Vehicle Repair and Servicing	105.6	6.56
Tyres	ABS CPI, Transportation Group, Motor Vehicle Parts and Accessories	100.3	1.20
Fuel	AIP NSW State Average for the Retail Price of diesel (excluding GST), calculated by determining the average of the weekly figures between the end of the quarter relating to the last variation and the end of the quarter prior to any new variation. Such calculations must only take into consideration figures for each relevant full quarter of the year. The end of quarters are as follows: December 31, March 31, June 30 and September 30.	136.28	17.33
Administration	ABS CPI, All Groups, Sydney	104.3	2.39
Total			100.00

6. This variation will operate from the first full pay period to commence on or after 13 May 2014.

R. P. BOLAND , *Acting Justice*

Printed by the authority of the Industrial Registrar.

SERIAL C8168

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA14/1 - Sydney Opera House Enterprise Agreement 2013-2016**

Made Between: Sydney Opera House Trust -&- the Media, Entertainment and Arts Alliance New South Wales.

New/Variation: Replaces EA11/2.

Approval and Commencement Date: Approved and commenced 8 January 2014.

Description of Employees: The agreement applies to all employees employed by the Sydney Opera House Trust located at Bennelong Point, Sydney NSW 2000, (except Senior Executive Service positions, Senior Officers and employees covered by the Crown Employees (Public Service Conditions of Employment) Award 2009.

Nominal Term: 30 Months.

Printed by the authority of the Industrial Registrar.

SERIAL C8167

**CONTRACT AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)**CA14/1 - Toll Contract Carriers Agreement 2013 - 2017****Made Between:** Toll Holdings Limited -&- the Transport Workers' Union of New South Wales.**New/Variation:** New.**Approval and Commencement Date:** Approved 9 January 2014 and commenced 1 July 2013.**Description of Employees:** The agreement applies to all carriers falling under the Determination engaged by Toll Holdings Limited and each of its wholly owned subsidiaries in Australia.**Nominal Term:** 48 Months.**CA14/2 – Hi Trans Logistics Pty Ltd NSW Contract Carriers Agreement 2013****Made Between:** Hi Trans Logistics Pty Ltd -&- the Transport Workers' Union of New South Wales.**New/Variation:** New.**Approval and Commencement Date:** Approved 17 January 2014**Description of Employees:** This contract agreement applies to contract carriers employed by Hi Trans Logistics Pty Ltd located at 28 Davis Road Wetherill Park NSW 2164 who fall within the coverage of the following: Transport Industry General Carriers Contract Determination, Transport Industry Redundancy (State) Contract Determination, Transport Industry Mutual Responsibility for Road Safety (State) Determination, and Transport Industry - (GST Protocol) Contract Determination.**Nominal Term:** 32 Months.

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Key to Abbreviations Used:

<i>(ACC)</i>	—	Award of Commissioner/Committee.
<i>(AIC)</i>	—	Award of Industrial Commission.
<i>(AIRC)</i>	—	Award of Industrial Relations Commission.
<i>(AR)</i>	—	Award Reprint (Consolidation).
<i>(ART)</i>	—	Award of Retail Trade Industrial Tribunal.
<i>(CD)</i>	—	Contract Determination.
<i>(CORR)</i>	—	Correction.
<i>(ERR)</i>	—	Erratum.
<i>(OIC)</i>	—	Order of Industrial Commission.
<i>(OIRC)</i>	—	Order of Industrial Relations Commission.
<i>(RIRC)</i>	—	Award Review by Industrial Relations Commission
<i>(ROIRC)</i>	—	Order following Review by the Industrial Relations Commission
<i>(RVIRC)</i>	—	Variation following Review by Industrial Relations Commission
<i>(VCC)</i>	—	Variation by Commissioner/Committee.
<i>(VCD)</i>	—	Variation of Contract Determination.
<i>(VIC)</i>	—	Variation by Industrial Commission.
<i>(VIR)</i>	—	Variation by the Industrial Registrar
<i>(VIRC)</i>	—	Variation by Industrial Relations Commission.
<i>(VSW)</i>	—	Variation following State Wage Case.

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