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**INDUSTRIAL GAZETTE**

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**SERIAL C4902****STATE WAGE CASE 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FULL BENCH

Application by Unions New South Wales for a State Decision - State Wage Case 2006 under s 51 of the *Industrial Relations Act 1996*

(No. IRC 5778 of 2005)

Before The Honourable Justice Wright, President  
The Honourable Justice Walton, Vice-President  
The Honourable Mr Deputy President Harrison  
The Honourable Justice Boland  
Commissioner Bishop  
Commissioner Stanton

26 June 2006

**ORDERS**

We make the following orders:

1. Pursuant to s 51(1) of the *Industrial Relations Act 1996* the Full Bench of the Industrial Relations Commission of New South Wales orders that the Commission's Wage Fixing Principles shall be as set out in Appendix A to this decision.
2. Pursuant to s 52 of the Act, the Commission orders that awards which do not contain wage increases awarded since 29 May 1991, other than safety net, State Wage Case and minimum rates adjustments, may be varied in accordance with the Commission's Wage Fixing Principles upon application to include a State Wage Case adjustment of \$20 per week. At the hearing of any such application, the Commission may, in its discretion, award the whole or part of the amounts referred to in the Principles or determine that no amount should be awarded.
3. Pursuant to s 52 of the Act, the Commission orders that the following rates may be increased by 4 per cent upon application in accordance with the Commission's Wage Fixing Principles:
  - (i) Existing allowances which relate to work or conditions which have not changed, including shift allowances expressed as monetary amounts and service increments; and
  - (ii) Junior rates expressed as monetary amounts.
4. These orders shall operate on and from 26 June 2006 until further order of the Commission.

**APPENDIX A**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

STATE WAGE CASE 2006

WAGE FIXING PRINCIPLES

**1. Preamble**

These principles have been developed with the aim of providing for their period of operation, a framework under which all concerned - employers, workers and their unions, governments and tribunals - can co-operate to ensure that measures to meet the competitive requirements of enterprises and

industry are positively examined and implemented in the interests of management, workers and, ultimately, Australian and New South Wales society.

In exercising its powers and obligations under the *Industrial Relations Act 1996* ('the Act'), the Commission will continue to apply structural efficiency considerations including minimum rates adjustment provisions.

Movements in wages and conditions must fall within the following principles.

**2. When an Award may be Varied or Another Award Made Without the Claim Requiring Consideration as a Special Case**

In the following circumstances an award may, on application, be varied or another award made without the application requiring consideration as a special case:

- (a) to include previous State Wage Case increases in accordance with Principle 3;
- (b) to incorporate test case standards in accordance with Principle 4;
- (c) to adjust allowances and service increments in accordance with Principle 5;
- (d) to adjust wages pursuant to work value changes in accordance with Principle 6;
- (e) where the application is consented to by the parties it will be dealt with in terms of the Act;
- (f) to adjust wages for the State Wage Case 2006 in accordance with Principle 8;
- (g) to approve of an enterprise arrangement reached in accordance with Principle 11; and
- (h) to adjust wages pursuant to an application claiming that work has been undervalued on a gender basis in accordance with Principle 14.

**3. Previous State Wage Case Increases**

Applications for increases available under previous State Wage Case decisions will be determined in accordance with the relevant principles contained in those decisions.

**4. Test Case Standards**

Test case standards established and/or revised by a Full Bench of the Commission may be incorporated into an award in accordance with the Act. Where disagreement exists as to whether a claim involves a test case standard, those asserting that it does must make an application for a special case.

**5. Adjustment of Allowances and Service Increments**

- (a) Existing allowances which constitute a reimbursement of expenses incurred may be adjusted from time to time where appropriate to reflect relevant changes in the level of such expenses.
- (b) Existing allowances which relate to work or conditions which have not changed, including shift allowances expressed as monetary amounts and service increments, may be increased by 4 per cent for the State Wage Case 2006 adjustment.
- (c) Existing allowances for which an increase is claimed because of changes in the work or conditions will be determined in accordance with the relevant provisions of the Work Value Changes principle of these principles.
- (d) New allowances to compensate for the reimbursement of expenses incurred may be awarded where appropriate having regard to such expenses.

- (e) Where changes in the work have occurred or new work and conditions have arisen, the question of a new allowance, if any, will be determined in accordance with the relevant principles of these principles. The relevant principles in this context may be Work Value Changes or First Award and Extension to an Existing Award.
- (f) New service increments may only be awarded to compensate for changes in the work and/or conditions and will be determined in accordance with the relevant provisions of the Work Value Changes principle of these principles.

## 6. Work Value Changes

- (a) Changes in work value may arise from changes in the nature of the work, skill and responsibility required or the conditions under which work is performed. Changes in work by themselves may not lead to a change in wage rates. The strict test for an alteration in wage rates is that the change in the nature of the work should constitute such a significant net addition to work requirements as to warrant the creation of a new classification or upgrading to a higher classification.

In addition to meeting this test a party making a work value application will need to justify any change to wage relativities that might result not only within the relevant internal award structure but also against external classification to which that structure is related. There must be no likelihood of wage leapfrogging arising out of changes in relative position.

These are the only circumstances in which rates may be altered on the ground of work value and the altered rates may be applied only to employees whose work has changed in accordance with this principle.

- (b) In applying the Work Value Changes principle, the Commission will have regard to the need for any alterations to wage relativities between awards to be based on skill, responsibility and the conditions under which work is performed.
- (c) Where new or changed work justifying a higher rate is performed only from time to time by persons covered by a particular classification, or where it is performed only by some of the persons covered by the classification, such new or changed work should be compensated by a special allowance which is payable only when the new or changed work is performed by a particular employee and not by increasing the rate for the classification as a whole.
- (d) The time from which work value changes in an award should be measured is the date of operation of the second structural efficiency adjustment allowable under the State Wage Case 1989.
- (e) Care should be exercised to ensure that changes which were or should have been taken into account in any previous work value adjustments or in a structural efficiency exercise are not included in any work evaluation under this Principle.
- (f) Where the tests specified in (a) are met, an assessment will have to be made as to how that alteration should be measured in money terms. Such assessment will normally be based on the previous work requirements, the wage previously fixed for the work and the nature and extent of the change in work.
- (g) The expression 'the conditions under which the work is performed' relates to the environment in which the work is done.
- (h) The Commission will guard against contrived classifications and over-classification of jobs.
- (i) Any changes in the nature of the work, skill and responsibility required or the conditions under which the work is performed, taken into account in assessing an increase under any other principle of these principles, will not be taken into account under this principle.

**7. Standard Hours**

In approving any application to reduce the standard hours to 38 per week, the Commission will satisfy itself that the cost impact is minimised. Claims for reduction in standard weekly hours below 38 will not be allowed.

**8. State Wage Case Adjustments**

In accordance with the State Wage Case 2006 decision awards may, on application, be varied to include a State Wage Case adjustment of \$20 per week, subject to the following:

- (a) The operative date will be no earlier than the date of the variation to the award.
- (b) That at least twelve months have elapsed since the rates in the award were increased in accordance with the State Wage Case 2005 decision.
- (c) In awards where the variation for a safety net adjustment arising from the 1999, 2000, 2001, 2002, 2003, 2004, 2005 or 2006 State Wage Case decisions is by consent and does not result in an increase in the wage rates actually paid to employees or increase the wage costs for any employer, any applicable 12 months' delay between variations may be waived.
- (d) At the time when the award is to be varied to insert the State Wage Case adjustment (or a proportionate amount in the cases of part-time and casual employees, juniors, trainees, apprentices, employees on a probationary rate, employees on a supported wage or with permits under s125 of the Act), each union party to the award will be required to give a specific commitment as to the absorption of the increase. In particular, the union commitments will involve the acceptance of absorption of the adjustment to the extent of:
  - (i) any equivalent overaward payments, and/or
  - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
- (e) The following clause must be inserted in the award:

The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:

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

The above clause will replace the offsetting clause inserted into awards pursuant to the Principles determined in the State Wage Case 2005 decision.

- (f) By consent of all parties to an award, where the minimum rates adjustment has been completed, award rates may be expressed as hourly rates as well as weekly rates. In the absence of consent, a claim that award rates be so expressed may be determined by arbitration.
- (g) The State Wage Case adjustment will only be available where the rates in the award have not been increased, other than by safety net or State Wage Case adjustments, or as a result of the application of the Minimum Rates Adjustment principle, since 29 May 1991.

**9. Award Review Classification Rate**

The Award Review Classification Rate of \$504.40 shall be the rate below which no full-time adult employee (excluding trainees, apprentices and employees on a supported wage or on a probationary rate) should be paid under the relevant award.

Where a classification in an award is below the Award Review Classification Rate the following process will apply on application:

- (a) The award will be listed for a mention at which the parties will report as to:
  - (i) how the Award Review Classification Rate will be achieved, or
  - (ii) whether the award is obsolete.

The Commission may direct the parties to confer in order to set a program for an updating of the award to reflect the Award Review Classification Rate.
- (b) If the parties to the award do not appear at this mention, the Commission shall request the parties to the award to show cause why the award should not be considered obsolete, and rescinded under s 17(3) of the Act.
- (c) Where no agreement is reached with respect to (a) above, the Commission shall re-list the matter in order to conciliate the issues in dispute.
- (d) If the attempt at conciliation is unsuccessful the Commission shall arbitrate any outstanding issue.

#### **10. Special Case**

Except for the flow on of test case provisions, any claim for increases in wages and salaries, or changes in conditions in awards, other than those allowed elsewhere in the principles, will be processed as a special case before a Full Bench of the Commission, unless otherwise allocated by the President.

This principle does not apply to applications for awards consented to by the parties, which will be dealt with in the terms of the Act, or to enterprise arrangements, which will be dealt with in accordance with the Enterprise Arrangements principle.

#### **11. Enterprise Arrangements**

- (a) The Commission may approve of enterprise arrangements reached in accordance with this principle and the provisions of the Act.
- (b) Industrial unions of employees and industrial unions of employers, or industrial unions of employees and employers, or employees and employers may negotiate enterprise arrangements which, subject to the following provisions, shall prevail over the provision of any award or order of the Commission that deals with the same matters in so far as they purport to apply to parties bound by the arrangements, provided that where the arrangement is between employees and an employer a majority of employees affected by the arrangement genuinely agree.
- (c) An enterprise arrangement shall be an agreed arrangement for an enterprise, or discrete section of an enterprise, being a business, undertaking or project, involving parties set out in paragraph (b).
- (d) Enterprise arrangements shall be for a fixed term and there shall be no further adjustments of wages or other conditions of employment during this term other than where contained in the arrangement itself. Subject to the terms of the arrangement, however, such arrangement shall continue in force until varied or rescinded in accordance with the Act.
- (e) For the purposes of seeking the approval of the Commission, and in accordance with the provisions of the Act, a party shall file with the Industrial Registrar an application to the Commission to either:
  - (i) vary an award in accordance with the Act; or
  - (ii) make a new award in accordance with the Act.

- (f) On a hearing for the approval of an enterprise arrangement, the Commission will consider in addition to the industrial merits of the case under the State Wage Case principles:
  - (i) ensuring the arrangement does not involve a reduction in ordinary time earnings and does not depart from Commission standards of hours of work, annual leave with pay or long service leave with pay; and
  - (ii) whether the proposed award or variation is consistent with the continuing implementation at enterprise level of structural efficiency considerations.
- (g) The Commission is available to assist the parties to negotiations for an enterprise arrangement by means of conciliation and, in accordance with these principles and the Act, by means of arbitration. If any party to such negotiations seeks arbitration of a matter relating to an enterprise arrangement such arbitration shall be as a last resort.
- (h) Enterprise arrangements entered into directly between employees and employers shall be processed as follows, subject to the Commission being satisfied in a particular case that departure from these requirements is justified:
  - (i) All employees will be provided with the current prescriptions (e.g. award, industrial agreement or enterprise agreement) that apply at the place of work.
  - (ii) The arrangement shall be committed to writing and signed by the employer, or the employer's duly authorised representative, with whom agreement was reached.
  - (iii) Before any arrangement is signed and processed in accordance with this principle, details of such arrangement shall be forwarded in writing to the union or unions with members in that enterprise affected by the changes and the employer association, if any, of which the employer is a member.
  - (iv) A union or employer association may, within 14 days thereof, notify the employer in writing of any objection to the proposed arrangements, including the reasons for such objection and in such circumstances the parties are to confer in an effort to resolve the issue.
  - (v) Where an arrangement is objected to by a union or employer association and the objection is not resolved, an employer may make application to the Commission to vary an award or create a new award to give effect to the arrangement.
- (vi) A union and/or employer association shall not unreasonably withhold consent to the arrangements agreed upon by the parties.
- (vii) If no party objects to the arrangement, then a consent application shall be made to the Commission to have the matter approved in accordance with paragraph (e) of this principle.
- (viii) Such arrangement once approved shall be displayed on a notice board at each enterprise affected.

## 12. Superannuation

- (a) An application to make or to vary a minimum rates or paid rates award which:
  - (i) seeks a greater quantum of employer contributions than required by the *Superannuation Guarantee (Administration) Act 1992* (Cth) ('the SGA Act'); or
  - (ii) seeks employer contributions to be paid in respect of a category of employee in respect of which the SGA Act does not require contributions to be paid;



shall be referred to a Full Bench for consideration as a special case, unless otherwise allocated by the President. Exceptions to this process are applications which fall within the Enterprise Arrangements and First Awards and Extensions to Existing Awards principles.

- (b) If an application is made that does not fall within paragraph (a), the Commission will, subject to paragraph (c):
- (i) make or vary an award by inserting a clause stating:
- ‘Superannuation Legislation - The subject of superannuation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act* 1992 (Cth), the *Superannuation Industry (Supervision) Act* 1993 (Cth); the *Superannuation (Resolution of Complaints) Act* 1993 (Cth) and s124 of the *Industrial Relations Act* 1996. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties’.
- (ii) if appropriate, ensure that the award contains specification of an employee's earnings (e.g. ‘ordinary time earnings’) which, for the purposes of the SGA Act, will operate to provide a ‘notional earnings base’, and
- (iii) if the award is to continue to prescribe a ‘flat dollar’ amount of employer contribution, ensure that appropriate amounts are inserted so as to give effect to the levels of contribution required from time to time under the SGA Act.
- (c) The Commission may award provisions which differ from those in paragraph (b):
- (i) by consent; or
- (ii) in the absence of consent, by arbitration, provided the Commission is satisfied that there are particular factors warranting the awarding of different provisions. Such factors may include:
- (A) the wishes of the parties;
- (B) the nature of the particular industry or enterprise;
- (C) the history of the existing award provisions;
- (D) relevant decisions of the Commission establishing superannuation principles; and
- (E) relevant statutory provisions.
- (d) Before any different provisions are awarded under paragraph (c), either by consent or arbitration, the Commission must be satisfied, on expert evidence, that the award to be made will not contain requirements that would result in an employer not meeting the requirements imposed by the SGA Act.
- (e) Subject to s124 of the Act, any specification of a fund will carry with it the obligation for an employer to pay contributions at such intervals as are required by the fund.
- (f) In determining applications as to specification of fund, the Commission will, as appropriate:
- (i) ensure that any fund specified by it is one into which payment will meet the employer's obligations under the SGA Act;
- (ii) have regard to the *Superannuation Industry (Supervision) Act* 1993 (Cth) (‘the Supervision Act’) which provides for the prudent management of certain superannuation funds and for their supervision by the Insurance and Superannuation Commissioner. In particular, the requirement with respect to equal representation of employers and members on what are called ‘standard employer-sponsored funds’ (Pt 9 of the Supervision Act) should be noted;

- (iii) have regard to previous decisions of the Commission with respect to the specification of a fund or funds; and
  - (iv) have regard to relevant statutory provisions.
- (g) Due to the variety of existing award superannuation provisions and the impact and complexity of the SGA Act, all applications to the Commission may not be capable of being dealt with in accordance with the approach set out above. In any such case it may be appropriate for the application to be dealt with as a special case.

### **13. First Award and Extension to an Existing Award**

Any first award or an extension to an existing award must be consistent with the Commission's obligations under Part 1 Chapter 2 of the Act.

In determining the content of a first award the Commission will have particular regard to:

- (a) relevant wage rates in other awards, provided the rates have been adjusted for previous State Wage Case decisions and are consistent with the decision of the State Wage Case 1989;
- (b) the need for any alterations to wage relativities between awards to be based on skill, responsibility and the conditions under which the work is performed;
- (c) for conditions of employment, other than wage rates, prima facie the existing conditions of employment;
- (d) that the award would comply with the requirements of section 19 of the Act.

### **14. Equal Remuneration and Other Conditions**

- (a) Claims may be made in accordance with the requirements of this principle for an alteration in wage rates or other conditions of employment on the basis that the work, skill and responsibility required, or the conditions under which the work is performed, have been undervalued on a gender basis.
- (b) The assessment of the work, skill and responsibility required under this principle is to be approached on a gender neutral basis and in the absence of assumptions based on gender.
- (c) Where the under-valuation is sought to be demonstrated by reference to any comparator awards or classifications, the assessment is not to have regard to factors incorporated in the rates of such other awards which do not reflect the value of work, such as labour market attraction or retention rates or productivity factors.
- (d) The application of any formula, which is inconsistent with proper consideration of the value of the work performed, is inappropriate to the implementation of this principle.
- (e) The assessment of wage rates and other conditions of employment under this principle is to have regard to the history of the award concerned.
- (f) Any change in wage relativities which may result from any adjustments under this principle, not only within the award in question but also against external classifications to which the award structure is related, must occur in such a way as to ensure there is no likelihood of wage leapfrogging arising out of changes in relative positions.
- (g) In applying this principle, the Commission will ensure that any alternative to wage relativities is based upon the work, skill and responsibility required, including the conditions under which the work is performed.

- (h) Where the requirements of this principle have been satisfied, an assessment shall be made as to how the undervaluation should be addressed in money terms or by other changes in conditions of employment, such as reclassification of the work, establishment of new career paths or changes in incremental scales. Such assessments will reflect the wages and conditions of employment previously fixed for the work and the nature and extent of the undervaluation established.
- (i) Any changes made to the award as the result of this assessment may be phased in and any increase in wages may be absorbed in individual employees' overaward payments.
- (j) Care should be taken to ensure that work, skill and responsibility which have been taken into account in any previous work value adjustments or structural efficiency exercises are not again considered under this principle, except to the extent of any undervaluation established.
- (k) Where undervaluation is established only in respect of some persons covered by a particular classification, the undervaluation may be addressed by the creation of a new classification and not by increasing the rates for the classification as a whole.
- (l) The expression 'the conditions under which the work is performed' has the same meaning as in Principle 6, Work Value Change.
- (m) The Commission will guard against contrived classification and over classification of jobs. It will also consider:
  - (i) the state of the economy of New South Wales and the likely effect of its decision on the economy;
  - (ii) the likely effect of its decision on the industry and/or the employers affected by the decision; and
  - (iii) the likely effect of its decision on employment.
- (n) Claims under this principle will be processed before a Full Bench of the Commission, unless otherwise allocated by the President.
- (o) Equal remuneration shall not be achieved by reducing any current wage rates or other conditions of employment.

#### **15. Economic incapacity**

Any employer or group of employers bound by an award may apply to, temporarily or otherwise, reduce, postpone and/or phase in the application of any increase in labour costs determined under the principles on the ground of very serious or extreme economic adversity. The merit of such application shall be determined in the light of the particular circumstances of each case and any material relating thereto shall be vigorously tested. Significant unemployment or other serious consequences for the employees and employers concerned are significant factors to be taken into account in assessing the merit of any application.

Such an application shall be processed according to the Special Case principle.

Any decision to temporarily reduce or postpone an increase will be subject to a further review, the date of which will be determined by the Commission at the time it decides any application under this principle.

**16. Duration**

These principles will operate until further order of the Commission.

F. L. WRIGHT *J, President.*  
M. J. WALTON *J, Vice-President.*  
R. W. HARRISON *D.P.*  
R. P. BOLAND *J.*  
E. A. R. BISHOP, Commissioner.  
J. Stanton, Commissioner.

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## AUSTRALIAN LIQUOR MARKETERS PTY LIMITED CARRIERS CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Liquor Marketers Pty Limited.

(No. IRC 3287 of 2006)

Before The Honourable Justice Haylen

1 November 2006

### AWARD

#### Arrangement

Clause No.	Subject Matter
1.	Parties
2.	Definitions and Interpretation
3.	Title
4.	Area, Incidence and Duration
5.	Contract Carriers Agreement
6.	Contract Rates
7.	Contract Rates - Ongoing Adjustment
8.	Fuel Costings
9.	Electronic Funds Transfer
10.	Delivery Documents
11.	Six Day Working Arrangements
12.	Start and Finish Times
13.	No Allocational Hierarchy
14.	Size Of Load
15.	Pallet Pick Up
16.	Product Recalls and Product Returns
17.	Accountability For Stock
18.	Stock Damaged in Transit
19.	Miscellaneous Tasks
20.	Engagement of Carriers
21.	Engagement of Third Party Transport Company
22.	Uniforms
23.	Vehicle Maintenance and Presentation
24.	Customer Service
25.	Consumption of Alcohol
26.	Storage of Product
27.	Theft of Product
28.	Goodwill
29.	Policies and Procedures
30.	Disciplinary Procedure
31.	Dispute Settlement Procedure
32.	No Extra Claims

SCHEDULE 1  
RATES SCHEDULE

SCHEDULE 2  
CONTRACT CARRIERS AGREEMENT

## 1. Parties

Australian Liquor Marketers Pty Limited (ACN 002 885 645) of 4 Newington Road SILVERWATER NSW 2128 ("ALM"); and

The Transport Workers' Union Of New South Wales of 31 Cowper Street PARRAMATTA NSW 2150 ("TWU").

## 2. Definitions and Interpretation

2.1 In this Determination, unless the contrary intention appears, the expression:

"ALM" means Australian Liquor Marketers Pty Limited [ACN 002 885 645].

"Act" means the *Industrial Relations Act 1996* (NSW) as amended.

"Additional Carrier" means a new Carrier who is engaged by ALM on or after the gazettal of this Determination, and does not include a Carrier who takes an assignment from an Existing Carrier.

"Business" means the business of transporting and distribution of alcoholic beverages from ALM's premises at 4 Newington Road, Silverwater, New South Wales and at 6 Gallegan Road, Hexham, New South Wales; or any such other location used from time to time by ALM to store alcoholic beverages throughout the Sydney metropolitan and Newcastle/Central Coast/Hunter region.

"Carrier" means a person who enters into a Contract of Carriage with ALM in relation to its Business, and includes a sole trader, partnership or corporation as prescribed in section 309 of the Act and includes an Existing Carrier, an Additional Carrier and a Casual Carrier. Where the context so requires, a reference to the "Carrier" shall refer to the driver performing the Carrier's obligations pursuant to the Contract of Carriage.

"Casual Carrier" means a person who enters into a Contract of Carriage with ALM in relation to its Business on an ad hoc basis.

"Commencement Date" means the date this Determination comes into force as specified by the Commission.

"Commission" means the Industrial Relations Commission of New South Wales.

"Confidential Information" means:

- (a) all confidential, non-public or proprietary information exchanged between the parties under this Determination or during the negotiations preceding this Determination;
- (b) all confidential, non-public or proprietary information relating to ALM and its business which is disclosed either during the negotiations preceding this Determination or after the gazettal of this Determination; and
- (c) all confidential, non-public or proprietary information concerning ALM and any information concerning Customers of ALM but excludes information:
  - (i) which is in or becomes part of the public domain other than through a breach of this Determination;
  - (ii) which a party may prove by contemporaneous written documentation was already known to it at the time of disclosure by the disclosing party; or
  - (iii) which ALM acquires from a third party entitled to disclose it.

"Contract Carriers Agreement" means an Agreement between ALM and a Carrier in the form of Schedule 2 to this Determination.

"Contract Determination" means a contract determination made pursuant to section 316 of the Act.

"Contract of Carriage" has the meaning prescribed to it by the Act.

"CPI" means the consumer price index calculated in accordance with the 'All Groups - Sydney' index published by the Australian Bureau of Statistics.

"Customer" means is a sponsor, client or customer of ALM.

"Distribution Centre" means ALM's premises at 4 Newington Road, Silverwater, New South Wales and at 6 Galleghan Road, Hexham, New South Wales; or any such other location used from time to time by ALM to store alcoholic beverages.

"Existing Carrier" means a Carrier who is engaged by ALM as at the date of gazettal of this Determination.

"GST" has the meaning prescribed to it by the A New Tax System (*Goods and Services Tax*) Act 1999 (Cth).

"Nominated Driver" means a person nominated by a Carrier to ALM who is, in relation to a Carrier as a body corporate, partnership or sole trader a person of a kind referred to in section 309 of the Act.

"Tax Invoice" has the meaning prescribed to it by the A New Tax System (*Goods and Services Tax*) Act 1999 (Cth).

"TWU" means the Transport Workers' Union of New South Wales.

"Vehicle" includes a motor lorry and means the vehicles with the specifications in Schedule 2 of the Contract Carriers Agreement.

2.2 In this Determination, unless the context otherwise indicates:

- (a) references to (or to any specified provision of) this Determination shall be construed as references to (or to that provision of) this Determination as amended or substituted with the Determination of the relevant parties and in force at any relevant time;
- (b) references to any statute, ordinance or other law will include all regulations or other instruments thereunder and all consolidations, amendments, re-enactments or replacements thereof;
- (c) words importing the singular will include the plural and vice versa;
- (d) words importing a gender will include other genders and vice versa;
- (e) references to an individual, will include a firm, body corporate or association (whether incorporated or not); and
- (f) references to a person will include a legal person.

### 3. Title

This Determination shall be known as the Australian Liquor Marketers Pty Limited Carriers Contract Determination.

### 4. Area, Incidence and Duration

4.1 This Determination:

- (a) is binding on ALM, the TWU and all Carriers engaged by ALM performing Contracts of Carriage in relation to its Business; and

- (b) rescinds and replaces all prior agreements and Contract Determinations, whether or not registered under the *Industrial Arbitration Act 1940* (NSW), the *Industrial Relations Act 1991* (NSW) or *Industrial Relations Act 1996* (NSW);
- (c) will take effect on and from 1 November 2006 and will remain in force for a period of three (3) years thereafter.
- (d) will not be varied or amended other than in accordance with its terms or the Act; and
- (e) may be rescinded in accordance with the Act.

4.2 ALM is hereby exempted from the Transport Industry - General Carriers Contract Determination.

4.3 In the event of the assignment of Contracts of Carriage of Carriers from ALM to a new principal contractor, an application may be made to the Commission pursuant to the Act for a Contract Determination binding on the assignee, in the same terms as this Determination.

### **5. Contract Carriers Agreement**

5.1 To enter into a Contract of Carriage and otherwise continue to be engaged by ALM each Existing Carrier must within fourteen (14) days of the Commencement Date enter into a Contract Carriers Agreement with ALM in a form similar to that of Schedule 2 to this Determination.

5.2 To enter into a Contract of Carriage and otherwise be engaged by ALM an Additional Carrier must enter into a Contract Carriers Agreement with ALM prior to commencing work in a form similar to that of Schedule 2 to this Determination, however under no circumstances will clause 20.2 of the Contract Carriers Agreement in Schedule 2 be included and the final form will be at ALM's discretion.

5.3 ALM may engage a Casual Carrier as stipulated by this Determination, however the Contract Carriers Agreement in Schedule 2 to this Determination, or an agreement in a similar form, will not apply to the engagement of a Casual Carrier by ALM.

5.4 Both ALM and the TWU acknowledge that ALM or an Existing Carrier may assign a Contract Carriers Agreement during its term in accordance with clauses 5 and 6 of Contract Carriers Agreement.

5.5 Nothing in this Determination will prevent either ALM or an Existing Carrier assigning a Contract Carriers Agreement during its term in accordance with clauses 5 and 6 of Contract Carriers Agreement.

### **6. Contract Rates**

6.1 The applicable rates for Contracts of Carriage entered into between ALM and a Carrier are set out in Schedule 1 to this Determination.

6.2 Schedule 1 may be amended from time to time to cater for new Customers of ALM.

6.3 The rates set out in Schedule 1 exclude GST, GST must be added by the Carrier at the time of invoicing ALM.

6.4 ALM will pay the Carrier within thirty (30) days of receipt of a valid Tax Invoice.

6.5 Payment of a Tax Invoice by ALM is conditional on a Carrier providing copies of all Proofs of Deliveries as required by clause 10 below.

### **7. Contract Rates - Ongoing Adjustment**

7.1 The contract rates as set out in Schedule 1 to this Determination will remain fixed for a maximum period of three (3) months following the Commencement Date.



- 7.2 Prior to the expiration of three (3) months following the Commencement Date, ALM will undertake an initial review of the rates as set out in Schedule 1 to this Determination. Following the initial review of the rates, ALM will undertake a review of the rates every twelve (12) months in or about June each year commencing in 2007, with any new rate commencing one month after the review is completed.
- 7.3 Notwithstanding clause 7.2, ALM may undertake a review of rates at any time during the course of this Determination.
- 7.4 A review of rates will involve an evaluation of the constituent costs associated with providing the delivery service to ALM. Specifically the review will address (including but not exclusively): fuel, tyres, road tax and service charges, maintenance, mileage and average drop sizes. Subject to clause 7.5, the rates in Schedule 1 will be adjusted to take into account the costs movements identified in the review.
- 7.5 Any increase or decrease in the rates as set out in Schedule 1 following a review under clauses 7.2 or 7.3 will be at commercially competitive levels, that is, the review will not result in ALM paying more for the agreed service than they would by using comparable alternate third party transport providers.
- 7.6 A review of rates under clauses 7.2 or 7.3 may result in no movement of the rates at all.
- 7.7 Where a review of rates results in a rate increase or decrease of a fraction of a cent, the part of the increase shall be rounded up to the nearest half cent. Provided that the next adjustment will be based upon the actual (unrounded) increased or decreased rate.
- 7.8 A Carrier may request a review of the rates at any time during the course of this Determination where 'out of the ordinary' increases occur with respect to transport costs and expenses. For the purpose of this clause an 'out of the ordinary' increase refers to a variation in transport costs and expenses outside of the control of a Carrier.

### **8. Fuel Costings**

- 8.1 Fuel costings are based on a price of 145.9c per litre (after deducting GST and the diesel fuel rebate).
- 8.2 In the event of a price movement of +15% or more per litre for a period of two (2) months or more, Carriers may ask ALM to review its rates as set out in Schedule 1 to this Determination and Carriers will be advised in writing of any change in rates by ALM.
- 8.3 In the event of a price movement of -15% or more per litre for a period of two (2) months or more, ALM may adjust its rates as set out in Schedule 1 to this Determination and Carriers will be advised in writing of any change in rates by ALM.
- 8.4 Any agreed change of the rates as set out in Schedule 1 to this Determination due to fuel costings will commence sixty (60) days after an Determination has been reached between ALM and the Carriers, to enable ALM to amend its charges to its Customers.

### **9. Electronic Funds Transfer**

- 9.1 ALM will pay Carriers by means of electronic funds transfer (direct bank deposit).
- 9.2 ALM will ensure that the relevant payments are available in the Carrier's nominated bank account.
- 9.3 Where ALM becomes aware that funds have not been credited to the nominated bank accounts it will immediately make arrangements for the payments to be made to Carriers by cheque.

### **10. Delivery Documents**

Carriers will ensure that all relevant delivery documents are delivered to Customers at the time of delivering product and that all necessary delivery records such as Proofs of Delivery (with signatures if necessary) are

returned to ALM's Distribution Centre upon return of the Vehicle or within twenty four (24) hours of any delivery.

### 11. Six Day Working Arrangements

- 11.1 Carriers shall make themselves available for all duties six (6) days per week, Monday to Saturday.
- 11.2 Contracts of Carriage performed by Carriers on Saturdays, Sundays, gazetted public holidays or the TWU picnic day will attract the contract rates specified in Schedule 1 of this Determination.

### 12. Start and Finish Times

- 12.1 Carriers will make their Vehicles available for loading at ALM's Distribution Centre located at 4 Newington Road, Silverwater, New South Wales or at ALM's Distribution Centre located at 6 Gallegan Road, Hexham, New South Wales in accordance with the following table:

Destination	Load Time	Departure Time	Arrival Time
Metropolitan	From 5.15am	From 6.00am	As per schedule
Newcastle/Central Coast/Hunter Region	From 5.15am	From 6.00am	As per schedule

- 12.2 The Carriers will make themselves available for pre-loading at ALM's Distribution Centres as required by ALM.
- 12.3 The Carriers must provide a standard daily delivery service to ALM and also meet any additional requirements that ALM may have due to volume fluctuations.

### 13. No Allocational Hierarchy

- 13.1 Allocation to Carriers of product for delivery shall occur in the manner as prescribed by ALM.
- 13.2 There shall be equal opportunity to earn for all Carriers.

### 14. Size of Load

ALM reserves its right at all times to nominate the size, composition and priority of the load to be carried, provided that the load is no more than the legal capacity of the Carriers Vehicle.

### 15. Pallet Pick Up

- 15.1 Carriers must collect empty pallets which are available for collection from a Customer located at the Customer's premises and return those pallets to ALM's Distribution Centre.
- 15.2 Carriers must ensure that pallets collected from Customers and returned to ALM's Distribution Centre over a period of time specified by ALM must equal the number of pallets distributed from ALM's Distribution Centre by the Carrier.

### 16. Product Recalls and Product Returns

- 16.1 Where a Carrier is required outside the normal delivery cycle to return product to ALM's Distribution Centre that is not required by a Customer, the Carrier will be entitled to a payment at the rate specified in Schedule 1 to this Determination.
- 16.2 A Carrier will not be entitled to a payment at the rate specified in Schedule 1 to this Determination where the return of product results from the Carriers' negligence.

### **17. Accountability for Stock**

- 17.1 Carriers must account to ALM for all product carried. It is the responsibility of the Carrier to ensure that product delivered or returned to ALM's Distribution Centre comply with the relevant manifest or run sheet.
- 17.2 ALM will monitor discrepancies on an 'overs and unders' basis over a long term period in relation to each Carrier. Where a consistent pattern of discrepancies emerges in relation to any Carrier, the discrepancies will be investigated further and may lead to disciplinary action being taken against the Carrier including the termination of the Carriers' Carriers Determination by ALM.

### **18. Stock Damaged in Transit**

- 18.1 It is the responsibility of the Carrier to ensure that products are safely loaded onto the Vehicle, properly secured, and protected against adverse weather.
- 18.2 A working tolerance on damaged stock will be established by ALM and advised to all Carriers.
- 18.3 The Carrier shall pay to ALM the amount of any claim, loss or expense incurred by ALM in consequence of goods in the charge of the Carrier being damaged in transit, as a result of the proven negligence of the Carrier. Any such payment to be made by the Carrier to ALM may be, on Determination, deducted from future payments to be made by ALM.

### **19. Miscellaneous Tasks**

- 19.1 Carriers may be required to perform miscellaneous tasks including, but not limited to:
- (a) movement of product within ALM's Distribution Centres;
  - (b) out of delivery pick up of product and empty pallets; or
  - (c) other tasks as reasonably required by ALM.
- 19.2 Where performance of tasks is required by ALM in accordance with this clause, the Carrier will be paid an hourly rate as specified in Schedule 1 to this Determination or a fixed payment negotiated between ALM and the Carrier.

### **20. Engagement of Carriers**

- 20.1 ALM may engage Casual Carriers where Carriers are unable to meet Customer delivery requirements or to meet Business needs.
- 20.2 ALM may engage Additional Carriers and vary the number of Carriers it requires to perform services at its own discretion.

### **21. Engagement of Third Party Transport Company**

- 21.1 ALM may at any time engage a third party transport company to perform liquor distribution services to ALM.
- 21.2 If ALM engages a third party transport company, and:
- 21.2.1 as a consequence ALM terminates a Carrier's Contract Carriers Agreement, the Carrier will only receive such payment as expressly provided for under the Contract Carriers Agreement; or
  - 21.2.2 assigns a Carrier's Contract Carriers Agreement to the third party transport company, ALM has no on-going obligation to the Carrier and ALM will procure that an application is made to the Commission pursuant to the Act for a Contract Determination binding on the assignee, in the same terms as this Determination.

## **22. Uniforms**

- 22.1 When performing services for ALM, Carriers may be required to wear uniforms in accordance with ALM's Uniform Policy.
- 22.2 Uniforms will be supplied by ALM at no cost to the Carrier, and will be replaced on a "fair wear and tear" basis.
- 22.3 Carriers must maintain the uniforms in a neat and clean condition.
- 22.4 Good quality safety boots and gloves will be supplied where appropriate.

## **23. Vehicle Maintenance and Presentation**

Carriers must maintain Vehicles in a mechanically sound, roadworthy and clean condition.

## **24. Customer Service**

ALM and the Carriers commit themselves to maintaining high standards of customer service in relation to all aspects of ALM's Business. ALM will, at its discretion, pay parking fines that are unavoidably incurred in order to meet customer delivery requirements.

## **25. Consumption of Alcohol**

Carriers and Nominated Drivers will not under any circumstance consume alcohol or illegal drugs during the performance of duties and must comply with ALM's policies and procedures on drugs and alcohol as amended from time to time.

## **26. Storage of Product**

Carriers will take reasonable steps to assist in the location and storage of product within the premises of the relevant Customer. If Customer requirements are unreasonable, the matter will be referred to ALM.

## **27. Theft of Product**

Carriers will use reasonable endeavours to ensure that all product under the direct control of the Carrier is not stolen, lost or damaged.

## **28. Goodwill**

- 28.1 Under no circumstances is a Carrier to sell a Vehicle or its business as an on-going concern with goodwill or an amount paid as a premium or fee for a Contract of Carriage with ALM.
- 28.2 Clause 28.1 does not prohibit an Existing Carrier from assigning a Contract Carriers Agreement in accordance with clause 5 of a Contract Carriers Agreement.

## **29. Policies and Procedures**

Carriers must comply with ALM's policies and procedures as amended from time to time.

## **30. Disciplinary Procedure**

- 30.1 The procedures for and the rights of Carriers on termination will be as set out in the Contract Carriers Agreement.
- 30.2 In the case of a proven breach by a Carrier of the provisions of this Determination or the Contract Carriers Agreement between the Carrier and ALM (including, without limitation, by disclosure of Confidential Information) disciplinary action may be taken by ALM against the Carrier concerned. The

Carrier may require that a TWU delegate be present during any discussions concerning disciplinary action. Such disciplinary action may include one or more of the following:

- (a) a direction to rectify the problem;
- (b) counselling of the Carrier or Nominated Driver concerned;
- (c) a verbal warning that a subsequent breach will involve more serious disciplinary action;
- (d) a formal letter of warning indicating that a subsequent breach of the relevant clauses will result in ALM terminating the contract of the Carrier concerned;
- (e) temporary suspension of the Contract Carriers Agreement between the Carrier and ALM; and
- (f) formal notification of ALM's intention to terminate the Contract Carriers Agreement between ALM and the Carrier on the expiry of three (3) months written notice, but to allow the Contract Carrier to assign the contract within the three (3) month period in accordance with the Contract Carriers Agreement. During the notice period ALM may in its discretion refuse to allocate further work to the Carrier.

### **31. Dispute Settlement Procedure**

#### **31.1 Commitment to Procedure**

The parties shall take all necessary steps to ensure that Carriers, delegates, officers, officials, ALM executives and employees follow the procedure set out below. The intention being that any disputes shall promptly be resolved by discussions in good faith without interruptions to the Business. The parties shall respectively notify each other as soon as possible of any matter that might give rise to a dispute.

#### **31.2 The Procedure**

- (a) In the event of a dispute or difficulty arising, the Carrier and a representative from ALM shall immediately confer and attempt to resolve the matter without delay.
- (b) If no determination is reached a senior delegate of the TWU shall discuss the matter in dispute with senior management. The senior delegate may request the involvement of a TWU official at this time.
- (c) If no resolution is forthcoming, the TWU official may seek the assistance of the Secretary of the TWU, and the representative from ALM may seek to involve ALM industrial relations staff and/or senior management.

#### **31.3 Right to Refer to the Commission**

The above steps shall not preclude reference of a matter to the Commission at any stage of this procedure if a party believes it necessary, subject to clause 31.6 of this Determination.

#### **31.4 Continuity of Operation**

Pending completion of the procedures set out in this clause, there shall be no interruption to the Business.

#### **31.5 Preservation of Rights**

The ultimate terms of settlement of the dispute shall not be affected in any way nor shall the rights of any Carrier involved in or affected by the dispute be prejudiced by the fact that performance of the Contracts of Carriage have continued without disruption.

## 31.6 Dispute as to Rate Review

If there is a dispute as to the review of rates as provided for in clause 7 of this Determination, the role of the Commission is limited to compliance with the process prescribed by that clause and shall not extend to the determination of the rate of any such review.

## 31.7 Decision of Commission to be Binding

The decision of the Commission shall be accepted and adhered to by all parties subject to any appeal rights under the Act.

**32. No Extra Claims**

It is a term of this Determination that neither ALM nor the TWU will not pursue any extra claims during the period of operation of this Determination.

**SCHEDULE 1****RATES SCHEDULE****Delivery Rates Ex Silverwater****CAMPBELL'S C & C**

	\$
C/C Metro - Pallets	28.148
C/C Metro - Pallets (Returns)	28.148
C/C Wickham - Pallets	Wickham 41.027
C/C Wickham - Pallets (Returns)	Wickham 41.027
C/C F'Meadow - Pallets	F'Meadow 35.321
C/C F'Meadow - Pallets	F'Meadow 35.321
Harbottle On-Premise	1.141
Harbottle Bulk	28.148

**ALM**

Full Kegs (50L)	3.912
Empty Kegs (50L)	0.978
Full Kegs (20L)	2.554
Empty Kegs (20L)	0.652
Sydney CBD 1-405kg's	0.075
Sydney Metro 1-450kg's	0.070
Sydney Metro 405-1350kg's	0.051
Sydney Metro 1350kg's +	0.044
Sydney Metro Bulk - Pallets	26.627
Newcastle 1-405kg's	0.112
Newcastle 405-1350kg's	0.084
Newcastle 1350kg's	0.071
Newcastle Bulk - Pallets	45.646
Central Coast 1-405kg's	0.096
Central Coast 405-1350kg's	0.067
Central Coast 1350kg's +	0.054
Blue Mountains 1-405kg's	0.096
Blue Mountains 405-1350kg's	0.067
Blue Mountains 1350kg's +	0.054

Wollongong 1-405kg's	0.096
Wollongong 405-1350kg's	0.067
Wollongong 1350kg's +	0.054

Notes:

- (a) The rates detailed above are exclusive of GST.
- (b) The "bulk pallet rate" will apply as agreed between ALM and a Carrier.
- (c) The rates detailed above are inclusive of a 4% fuel surcharge applicable at the time of executing this Determination.

### Delivery Rates Ex Hexham

Area	Carton Cost	Hand Unload	Min Charge	Fuel Surcharge
Town/Newcastle	\$0.045 per kg	\$1.10 per carton	<200kg = \$5.50 >200kg = Carton Cost Hand unload = \$5.50	5.5%
Lake Macquarie/ Nelson Bay/ Central Coast	\$0.055 per kg	\$1.10 per carton	<200kg = \$5.50 >200kg = Carton Cost Hand unload = \$5.50	8.5%
Upper Hunter Valley	\$0.07 per kg	\$1.10 per carton	<200kg = \$5.50 >200kg = Carton Cost Hand unload = \$5.50	8.5%
North Coast Run	\$0.09 per kg	\$1.10 per carton	<200kg = \$5.50 >200kg = Carton Cost Hand unload = \$5.50	8.5%
Far North Coast Run	\$0.11 per kg	\$1.10 per carton	<200kg = \$5.50 >200kg = Carton Cost Hand unload = \$5.50	8.5%

Notes:

- (a) The rates detailed above are exclusive of GST.
- (b) A "bulk - pallet rate" may be negotiated and will apply as agreed between ALM and a Carrier.

## SCHEDULE 2

### CONTRACT CARRIERS AGREEMENT

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1. Definitions And Interpretation
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SCHEDULE 1  
NOMINATED DRIVER

SCHEDULE 2  
VEHICLE SPECIFICATIONS

SCHEDULE 3  
EXISTING CARRIERS

SCHEDULE 4  
TERMINATION PAYMENTS

SCHEDULE 5  
PROOF OF DELIVERY

SCHEDULE 6  
CARRIERS STATEMENT

SCHEDULE 7  
CARRIERS CONTRACT DETERMINATION

This is an important document. It is a contract that will replace the current arrangements under which you carry product for ALM from a Distribution Centre. Before you sign this agreement you should read it carefully and obtain legal advice on its terms and effect from a solicitor. Your solicitor must sign the accompanying Solicitor’s Certificate and this must be returned with your signed contract.

THIS AGREEMENT is made on 2006

BETWEEN AUSTRALIAN LIQUOR MARKETERS PTY LIMITED (ACN 002 885 645) of

AND 4 Newington Road SILVERWATER NSW 2128 ("ALM")  
(INSERT DETAILS) (ACN .....of  
(INSERT DETAILS) ("You")

BACKGROUND

- A. ALM operates in the liquor distribution and liquor storage industry.
- B. In the course of its business ALM is currently engaging contract carriers ("Carriers"), members of the Transport Workers’ Union of New South Wales ("TWU"), to supply its services, namely to carry and distribute products from ALM’s Distribution Centres located at 4 Newington Road, Silverwater, New South Wales and 6 Galleghan Road, Hexham, New South Wales to ALM’s Customers.
- C. Carriers have previously been engaged through a third party transport company to perform services to ALM.



- D. Since October 2004, ALM has engaged each Carrier directly.
- E. ALM wishes to resolve a dispute with the TWU on behalf of its members and formalise its arrangement with the Carriers, in order to do so:
- (i) ALM and the TWU have agreed the terms of a Contract Determination to be made by the Industrial Relations Commission of New South Wales under Chapter 6, Part 2 of the *Industrial Relations Act 1996* (NSW) ("Carriers Contract Determination"); and
  - (ii) ALM and the Carriers will enter into individual Contract Carriers Agreements in the form of this Agreement to replace and formalise their current arrangements.
- F. The purpose of each Contract Carriers Agreement is to:
- (i) secure work for the Carriers for the term of each Contract Carriers Agreement; and
  - (ii) record the agreement reached between ALM and the Carriers as to the compensation they should receive if a Contract Carriers Agreement is terminated by ALM during the course of its Term.

NOW IT IS AGREED as follows:

### 1. Definitions and Interpretation

1.1 In this Agreement, unless the contrary intention appears, the expression:

"ALM" means Australian Liquor Marketers Pty Limited [ACN 002 885 645].

"Act" means the *Industrial Relations Act 1996* (NSW) as amended.

"Business" means the business of transporting and distribution of alcoholic beverages from ALM's premises at 4 Newington Road, Silverwater, New South Wales; and 6 Galleghan Road, Hexham, New South Wales; or any such other location used from time to time by ALM to store alcoholic beverages; throughout the geographical region detailed in Schedule 3 to the Carriers Contract Determination.

"Assignment Documents" means:

- (a) a Deed of Assignment; and
- (b) a Solicitor's declaration to the effect that this Agreement (and in particular clauses 2, 5, 10 and 11 of this Agreement) have been explained to the directors of the New Carrier,

in each case in a form to be provided by ALM to you on request and without charge.

"Carrying" or "Carry" or "Cartage" means the transportation of liquor product by a Carrier under this Agreement.

"Carrier" means you and other Existing Carriers and New Carriers who have entered into a Contract of Carriage with ALM in relation to its Business, and includes a sole trader, partnership or corporation as prescribed in section 309 of the Act. Where the context so requires, a reference to the "Carrier" shall refer to the Nominated Driver performing the Carrier's obligations pursuant to the Contract of Carriage.

"Carriers Contract Determination" means the Australian Liquor Marketers Pty Limited Carriers Contract Determination a copy of which is Schedule 7 to this Agreement, and any Contract Determination with equivalent effect that succeeds or replaces it in accordance with the Act.

"Carrier's Statement" means a statement in the form of Schedule 6 that you must provide to ALM in accordance with clause 9 of this Agreement.

"Contract Carriers Agreement" means an agreement between ALM and a Contract Carrier substantially in the form of this Agreement.

"Contract Determination" means a contract determination made pursuant to section 316 of the Act.

"Customer" means is a sponsor, client or customer of ALM.

"Delivery Area" is the area referred to in the Rates Schedule in Schedule 1 to the Carriers Contract Determination.

"Distribution Centre" means ALM's premises at 4 Newington Road, Silverwater, New South Wales; and at 6 Gallegan Road, Hexham, New South Wales; or any such other location used from time to time by ALM to store alcoholic beverages.

"Existing Carrier" means those Carriers who are listed in Schedule 3 to this Agreement.

"GST" has the meaning prescribed to it by the A New Tax System (*Goods and Services Tax*) Act 1999 (Cth).

"New Carrier" means a Carrier who takes an assignment from an Existing Carrier or a New Carrier, as the case may be, on or after the date of certification of the Contract Carriers Carriers Contract Determination.

"Nominated Driver" means a person nominated by you to ALM who is, in relation to you as a body corporate, partnership or sole trader, a person of a kind referred to in section 309 of the Act.

"Product" means liquor product or other beverages distributed and/or stored by ALM.

"Proof of Delivery" means a delivery document in the format as specified in Schedule 5 of this Agreement.

"Tax Invoice" has the meaning prescribed to it by the A New Tax System (*Goods and Services Tax*) Act 1999 (Cth).

"Term" is the term of this Agreement as provided for in clause 4.

"TWU" means the Transport Workers' Union of Australia (New South Wales Branch).

"Vehicle" means a motor lorry with the specifications in Schedule 2 to this Agreement.

"You" or "Your" means (insert details of Carrier) and any assignee of (insert details of Carrier) or other Carrier pursuant to this Agreement.

1.2 In this Agreement, unless the context otherwise indicates:

- (a) references to (or to any specified provision of) this Agreement shall be construed as references to (or to that provision of) this Agreement as amended or substituted with the agreement of the relevant parties and in force at any relevant time;
- (b) references to any statute, ordinance or other law will include all regulations or other instruments thereunder and all consolidations, amendments, re-enactments or replacements thereof;
- (c) words importing the singular will include the plural and vice versa;
- (d) words importing a gender will include other genders and vice versa;
- (e) references to an individual, will include a firm, body corporate or association (whether incorporated or not); and

- (f) references to a person will include a legal person.

## **2. Your Engagement as a Contract Carrier**

### 2.1 By this Agreement:

- (a) ALM, engages you to supply the Vehicle and the personnel necessary to carry and distribute Product from a Distribution Centre to Customers in the Delivery Area as an independent contractor to ALM; and
- (b) you accept the engagement;

in each case subject to the terms and conditions of this Agreement and the Carriers Contract Determination.

### 2.2 Once you enter into this Agreement with ALM:

- (a) it will replace and supersede all prior contracts, agreements and arrangements between you, your Nominated Driver and ALM relating to the carriage and distribution of Product from a Distribution Centre to Customers in the Delivery Area; and
- (b) it will, for the whole term, be the only and entire agreement between you and ALM for the carriage and distribution of Product from a Distribution Centre to Customers in the Delivery Area.

## **3. Carriers Contract Determination**

- 3.1 The terms of the Carriers Contract Determination are incorporated into and form part of this Agreement.
- 3.2 The Carriers Contract Determination will remain in force for the whole of its term, subject to annual review of rates of remuneration under clause 6 of the Carriers Contract Determination.
- 3.3 The Carriers Contract Determination will not be varied or rescinded, except in accordance with its terms, the Act or as required by law, during the life of this Agreement and both you and ALM agree not to seek a variation or rescission of the Carriers Contract Determination during the life of this Agreement.
- 3.4 If this Agreement is assigned by ALM under clause 6, an application will be made to the Commission pursuant to the Act for a Contract Determination binding on the company to whom it is assigned in the same terms as this Determination.
- 3.5 If, despite clauses 3.2, 3.3 and 3.4, the Carriers Contract Determination is rescinded or becomes unenforceable during the life of this Agreement, this Agreement will continue unaffected on the basis that it will be taken to incorporate the Carriers Contract Determination in its form immediately before it was rescinded or became unenforceable.

## **4. Term of This Agreement and Option to Extend**

- 4.1 This Agreement will commence on the date of execution and will continue until 30 June 2011 ("Term").
- 4.2 ALM has the option, at its absolute and sole discretion, to extend this Agreement for a further term of three (3) years until 30 June 2014 following expiration of the Term.
- 4.3 Any further period of engagement following the expiration of the Term will be on the same terms and conditions as this Agreement and the Carriers Contract Determination. For the avoidance of doubt, you will not be entitled to any compensation under clause 20 of this Agreement if ALM elects to extend this Agreement.
- 4.4 No later than three (3) months prior to the expiration of the Term, ALM will advise you in writing as to whether it will be electing to extend this Agreement for a further term of three (3) years or not.

- 4.5 If ALM does not elect to extend this Agreement, your engagement by ALM will cease at the expiration of the Term.

### **5. Assignment By You**

- 5.1 You may assign this Agreement for the balance of its term if and only if:
- (a) ALM has consented in writing to the assignment (ALM may not withhold consent unreasonably);
  - (b) you assign to a company;
  - (c) you provide the assignee with a copy of the Carriers Contract Determination and the assignee duly acknowledges receipt of the Carriers Contract Determination in writing to ALM; and
  - (d) ALM receives duly signed and completed Assignment Documents.
- 5.2 ALM does not require that any person to whom you might assign this Agreement should make any payment to you (as a premium or fee whether characterised as goodwill or otherwise) in connection with the assignment.
- 5.3 Any payment that you may obtain in connection with an assignment will be entirely a matter between you and that person.
- 5.4 ALM does not endorse nor condone payments of the kind referred to in clause 5.3 and will not be responsible for compensating a New Carrier for any loss on termination of this Agreement over and above the amounts it has committed to pay under clause 20.2.
- 5.5 Any change in the control of you as a body corporate will be regarded as an assignment for the purposes of this clause and must not take place unless ALM has consented in writing to the assignment.
- 5.6 If you are a partnership and one of your partners dies and ALM is reasonably satisfied that you will suffer hardship as a result, ALM will not unreasonably withhold its consent to an assignment of this Agreement (including your rights described in clause 20.2) to a company incorporated by you for the sole purpose of continuing this Agreement (but no payment may be made between you and the company as consideration for the assignment).
- 5.7 If you are a sole trader and you die, then your successor (for example, your family member who is entitled to your estate) can assign this Agreement to a New Carrier as if you were making the assignment in accordance with this clause 5. If, however, your successor wishes to continue this Agreement, ALM will not unreasonably withhold its consent to the benefit of this Agreement continuing with a company owned and controlled by your successor. Your personal rights under clause 20.2 will flow through to your successor's nominated company in these circumstances. ALM will not recognise any payment that is made between your successor and the company as consideration for the assignment.
- 5.8 If you are a sole trader or partnership and you wish to assign this Agreement to a company that you have incorporated, you may do so with ALM's consent (which ALM will not unreasonably withhold). An assignment to your new company shall be in accordance with this Agreement (ALM will not recognise any payment that is made between you and the company as consideration for the assignment) and shall include the assignment of your rights described in clause 20.2.

### **6. Assignment By Alm**

ALM may assign this Agreement for the balance of its term to a third party transport company it has engaged to perform liquor distribution services to ALM.

### **7. Your General Duties and Responsibilities**

- 7.1 You will undertake such cartage and ancillary work in the Delivery Area as is reasonably required by ALM.
- 7.2 You will not be entitled to any specific route or run, or specific Customers of ALM.
- 7.3 You must deliver expeditiously the Products to their destination as specified by ALM by the shortest possible route.
- 7.4 Upon reaching the destination, the Products must be unloaded by you in such manner as the Customer reasonably requires.
- 7.5 You must obtain from the Customer a signature of acceptance on a specified delivery document such as a Proof of Delivery (in accordance with Schedule 5 to this Agreement) and return such documentation in accordance with clause 10 of the Carriers Contract Determination.

### **8. Nature of Relationship**

This Agreement does not constitute any form of contract of employment, partnership or joint venture between ALM and you or between ALM and your Nominated Driver or other employees or sub-contractors.

### **9. Your Remuneration**

- 9.1 You will be remunerated by ALM in accordance with the Carriers Contract Determination.
- 9.2 ALM may make the following deductions from any payment due to you:
  - (a) any deductions authorised in writing by you;
  - (b) costs of vehicle repairs, maintenance work and fuel provided by or through ALM;
  - (c) the amount of any claim, loss or expense incurred by ALM in consequence of goods in your charge being damaged in transit, as a result of your proven negligence;
  - (d) court orders or garnishees; and
  - (e) any deductions required by law.

### **10. Carriers Statement**

- 10.1 You must certify in writing to ALM by the end of each quarter of the financial year, namely 30 September, 31 December, 31 March and 30 June, that all remuneration payable to your relevant employees, including the Nominated Driver, have been paid, in the form of Schedule 6 of this Agreement.
- 10.2 No payments will be made pursuant to a Tax Invoice submitted by you to ALM unless a statement in the form of Schedule 6 of this Agreement is received.

### **11. Nominated Driver**

- 11.1 You must nominate a driver of your Vehicle who must be a person who is connected with you as a body corporate, partnership or sole trader as described in section 309 of the Act ("Nominated Driver").
- 11.2 Your initial Nominated Driver will be the person referred to in Schedule 1 of this Agreement.
- 11.3 You may change your Nominated Driver by written notice to ALM after first consulting ALM about the suitability of the driver and obtaining ALM's consent (which it will not unreasonably withhold).

- 11.4 For the purposes of this Agreement an act, default or misconduct by your Nominated Driver or replacement driver will be taken to be your own act, default or misconduct.
- 11.5 Your Nominated Driver (or a replacement driver where clause 11.3 permits) must drive the Vehicle when it is supplied by you to ALM for work under this Agreement.
- 11.6 Replacement Driver
- 11.6.1 If your Nominated Driver is unable or unavailable to drive your Vehicle, you may seek ALM's approval to use a replacement driver for up to three (3) months.
- 11.6.2 ALM may allow an extension of the use of the replacement driver due to serious injury or illness of your Nominated Driver or on other compassionate grounds. ALM's consent to such an extension will not be unreasonably withheld.
- 11.6.3 If ALM approves the use of a replacement driver and the disability or non-availability continues for more than three (3) months (or an extended period agreed under 11.6.2 above), you will have breached a fundamental term of this Agreement.
- 11.6.4 You will ensure that any replacement driver does not engage in misconduct or fail to comply with this Agreement.
- 11.7 Drivers' Licence
- 11.7.1 You must ensure that the Nominated Driver always holds a current valid drivers' licence appropriately endorsed in respect of a vehicle of the class of the Vehicle.
- 11.7.2 You must notify ALM immediately if the Nominated Driver's drivers' licence is suspended or cancelled.
- 11.7.3 If requested by ALM the Nominated Driver must produce his or her current driver's licence correctly endorsed for the classification of the Vehicle. If the driver does not do so, ALM will be entitled to refuse to allocate any further work to you until the driver produces a current valid licence.

## **12. Control of Nominated Driver**

- 12.1 Any Nominated Driver and other employees or sub-contractors supplied by you must always be under your control.
- 12.2 Subject to this Agreement, you will retain all normal rights, powers and responsibilities of an employer or principal in relation to remuneration, termination of service, hours of service, places of performance, provision of employment entitlements and such other rights, duties and responsibilities as are imposed by law, industrial award, industrial agreement or Carriers Contract Determination.
- 12.3 You will comply with all requirements as to payroll tax, group tax or any other taxes or levies in relation to all Nominated Drivers and other employees or sub-contractors engaged by you in carrying out this Agreement.
- 12.4 You will take out and maintain workers' compensation insurance to cover all Nominated Drivers or any other employee or sub-contractor that you may engage in carrying out this Agreement.
- 12.5 Whether or not you employ or engage persons in addition to your Nominated Driver is entirely at your discretion, nothing in this Agreement makes it mandatory for you do so.

## **13. Vehicle**

- 13.1 You will ensure that your Vehicle is registered under and complies with applicable legislation and regulations at all times.

- 13.2 Your Vehicle must comply with the Vehicle Specifications as outlined Schedule 2 to this Agreement.
- 13.3 The condition of your vehicle must be to a standard acceptable to ALM. For the avoidance of doubt this is a fundamental term of this Agreement.

#### **14. Operational Requirements**

- 14.1 You will comply with all reasonable directions of ALM and its authorised representatives or employees.
- 14.2 You must make available for induction and training by ALM, the Nominated Driver and any employees entering a Distribution Centre.

#### **15. Insurance**

- 15.1 You will maintain public liability insurance of at least \$10,000,000.
- 15.2 You must produce to ALM current certificates with a reputable insurer as renewals occur and upon a written request by ALM.
- 15.3 You and ALM agree to limit compensation for Product losses to the wholesale value of the Product concerned.

#### **16. Safety**

- 16.1 You agree to meet ALM's safety standards and comply with all reasonable safety regulations contained in ALM's policies and procedures as amended from time to time.
- 16.2 You agree to satisfy all HACCP Food Safety Compliance requirements.
- 16.3 You must ensure that your Vehicle and all equipment used by you in the transport of Product is at all times compliant with HACCP Food Safety requirements.
- 16.4 You must retain accreditation with HACCP annually.

#### **17. Key Performance Indicators and Reporting**

- 17.1 You agree to record all service failures in accordance with Key Performance Indicators ("KPI's") as specified by ALM from time to time.
- 17.2 If required by ALM, you agree to provide a weekly report of all relevant transport KPI's to ALM.
- 17.3 You agree that the Nominated Driver or your designated representative will contact the Dispatch Manager or Warehouse Manager and/or other nominated ALM representative within thirty (30) minutes of any incident that may cause a service failure. A record of this incident must be included in the Nominated Drivers' handbook.
- 17.4 Should damage or loss involving any Product occur, you will forward to ALM, within twenty four (24) hours of the occurrence, a report outlining the cause and corrective action put in place.
- 17.5 You and ALM agree to participate in bi-monthly review meetings the focus of which will be to review your performance in line with KPI's and agreed service levels referred to in this Agreement. ALM will be represented at these meetings by its Warehouse Manager and Dispatch Supervisor. You will be represented by your Nominated Driver or a designated representative.

#### **18. Expiration of This Agreement**

ALM is unable to guarantee any work to you following the expiration of this Agreement.

### 19. Termination of This Agreement

Either ALM or you may terminate this Agreement at any time prior to the expiration of the Term of this Agreement as described in this clause 19. Your rights to compensation on termination are described in clause 20.

- 19.1 You may terminate your engagement under this Agreement at any time by giving ALM three (3) months' written notice of your intention to do so.
- 19.2 ALM may terminate your engagement under this Agreement at any time by giving you three (3) months' written notice of ALM's intention to do so.
- 19.3 ALM may terminate your engagement under this Agreement by giving you written notice of termination on a date specified by ALM:
- 19.3.1 under the disciplinary procedures in clause 30 of the Carriers Contract Determination ;
- 19.3.2 if you have breached a fundamental term of this Agreement or the Carriers Contract Determination;
- 19.3.3 if, in relation to you as a body corporate, you become insolvent, a receiver, receiver and manager, administrator or other insolvency manager is appointed, winding up is commenced, you cease to carry on business or you enter into a compromise or arrangement with your creditors;
- 19.3.4 if you are a partnership, that partnership is dissolved, terminated or reconstituted in any way; or
- 19.3.5 if you are a natural person, you are made bankrupt or are the subject of an arrangement under Part X of the *Bankruptcy Act* 1966 (Cth), or you become of unsound mind.
- 19.4 ALM is not entitled to terminate this Agreement under clause 19.3.4 if clause 5.6 of this Agreement applies.
- 19.5 Where this Agreement is terminated:
- 19.5.1 any mobile communications equipment supplied by ALM will be removed from your Vehicle at ALM's expense within three (3) working days from the date of termination;
- 19.5.2 ALM will then pay you any remuneration due to you under clause 9 to the date of termination but which remains unpaid; and
- 19.5.3 If applicable, ALM will pay you any compensation due on termination under clause 20.
- 19.6 For abundant clarity, an assignment of this Agreement by either party is not a termination of this Agreement and does not give rise to any compensation under clause 20.

### 20. Your Compensation on Termination

This clause tells you what compensation you will receive if this Agreement is terminated prior to the expiration of the Term of this Agreement. This is the only compensation you will be able to claim.

- 20.1 You will not receive any compensation from ALM where this Agreement:
- 20.1.1 is terminated by you voluntarily under clause 19.1; or
- 20.1.2 is terminated by ALM under clause 19.3; or
- 20.1.3 naturally comes to the end in circumstances where ALM has exercised the three (3) year option in accordance with clause 4 of this Agreement,



however where it is terminated under clause 19.3.3 you may, subject to clause 5, assign this Agreement within three (3) months of receiving notice of termination. During those three (3) months ALM may in its discretion decline to allocate further work to you under this Agreement.

20.2 If this Agreement is terminated by ALM:

20.2.1 prior to the expiration of the Term in accordance with clause 19.2; or

20.2.2 at the end of the Term, in circumstances where ALM declines to exercise the three (3) years option in accordance with clause 4 of this Agreement,

you will receive a lump sum payment calculated in accordance with Schedule 4 to this Agreement as at the date of termination of this Agreement.

20.3 By signing this Agreement you:

20.3.1 acknowledge that you regard the compensation payable by ALM under clause 20.2 as a reasonable pre-estimate of the damage you may suffer from early termination of this Agreement; and

20.3.2 release and indemnify and keep indemnified ALM from all liability that might otherwise exist for compensation for loss arising from early termination of this Agreement (including any claim for loss of goodwill or any other amount paid as a premium or fee in return for Contracts of Carriage with ALM).

## **21. Acknowledgement of No Guarantee of Work**

21.1 You acknowledge that ALM has no control over the level and volume of work available to be performed by you.

21.2 You acknowledge that ALM's business is subject to fluctuation for a number of reasons including, but not limited to, seasonal demand, competition within the market, industry changes and loss of contracts.

21.3 You expressly acknowledge that any loss in the volume or value of work performed by you as a result of any diminution of ALM's business will not give rise to a payment pursuant to Clause 20 or payment or any other form of compensation to you.

## **22. No Extra Claims and Indemnity**

22.1 You, and any person to whom this Agreement is assigned, agree that you will not be entitled to any payment from ALM, or any assignee of ALM, other than those expressly provided for in clause 20 and that you indemnify ALM and its assignees in respect of any claim so made.

22.2 This clause survives the termination or expiration of this Agreement.

## **23. Confidentiality**

23.1 For the purposes of this Agreement "Confidential Information" means:

23.1.1 all confidential, non-public or proprietary information relating to ALM and the Business which is disclosed to you either before or after execution of this agreement; and

23.1.2 all confidential, non-public or proprietary information concerning ALM or its marketing, technology, products or production innovations and any information concerning its customers, but excludes information:

(a) which is in or becomes part of the public domain other than through breach of this Agreement; or

- (b) which a party can prove by contemporaneous written documentation was already known to it at the time of disclosure by the disclosing party; or
  - (c) which you acquire from a third party entitled to disclose it.
- 23.2 You must take all action necessary to maintain the confidential nature of the Confidential Information provided to or obtained by you.
- 23.3 You must ensure that your officers, employees, sub-contractors agents or advisers (whether or not still employed or engaged in that capacity) do not do or fail to do anything which, if done or omitted to be done by you, would be a breach of your obligations of confidentiality under this Agreement.

**24. Notices**

24.1 Any notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a party to this Agreement, must be in writing addressed as shown:

**ALM**

Attention: Mr John Horwood  
 Address: 4 Newington Road, Silverwater, NSW, 2128.  
 Facsimile: (02) 9741 7290

**You**

Attention: [insert name]  
 Address: [insert address]  
 Facsimile: [insert fax no.]

Or to any other address specified by any party to the sender by notice.

24.2 Such notice must be signed by an officer of the sender and is deemed to be given by the sender and received by the addressee when delivered to the addressee or if sent by facsimile, when the transmission report from the sending party’s facsimile machine indicates that an error-free transmission has been effected, provided however that if the delivery or receipt is on a day which is not a Business Day, the notice is deemed to be given on the next occurring Business Day.

EXECUTED as an Agreement

SIGNED for an on behalf of  
 (insert details) (ACN )  
 in the presence of:

\_\_\_\_\_  
 Signature of Authorised Person

\_\_\_\_\_  
 Name of Authorised Person

\_\_\_\_\_  
 Signature of Witness

\_\_\_\_\_  
 Name of Witness

SIGNED for and on behalf of  
 Australian Liquor Marketers  
 PTY LIMITED [ACN 002 885 645]  
 in the presence of:

\_\_\_\_\_  
 Signature of Authorised Person

\_\_\_\_\_  
 Name of Authorised Person

---

 Signature of Witness

---

 Name of Witness

### **SCHEDULE 1**

#### **NOMINATED DRIVER**

Name:

Address:

Date of Birth:

Licence Expiry Date:

Licence Number:

Class of Licence:

### **SCHEDULE 2**

#### **VEHICLE SPECIFICATIONS**

Each vehicle must be 12 tonnes (unless otherwise specified) and must include:

Base Colour	as specified by ALM
Fittings	such fittings as are required to ensure that a mobile phone hands free set can be installed
Associated	tarpaulin (or other protection) capable of protecting products from Equipment rain and other elements gates barrow (for packaged products) angles for protection of product when being tied down ropes and other devices for securing products in transit pallet jack (as required)
Condition	to be maintained in a roadworthy and mechanically reliable condition to be kept clean and rust free paintwork to be maintained by you

### **SCHEDULE 3**

#### **EXISTING CARRIERS**

1. RL & DA Neal Transport
2. EJ & SE Cooper
3. P & P Manchee
4. Jenrose Pty Limited
5. Horse Enterprises Pty Limited
6. KJ & CA Webb
7. Shane and Vicki Williamson trading as S & V Liquor
8. Adel Transport Pty Limited
9. Checka's Transport Pty Limited

10. Seymour and Sons Pty Limited
11. Mendo Transport Pty Limited
12. James Frazer Pty Limited
13. PX Pty Limited
14. Scosan Enterprises Pty Limited
15. Silkview Logistics Pty Limited

#### SCHEDULE 4

##### TERMINATION PAYMENTS

	If the date of termination falls between the following dates	Payment to be made by ALM
1.	1 April 2006 and 30 September 2006	\$75,000
2.	1 October 2006 to 31 March 2007	\$67,500
3.	1 April 2007 and 30 September 2007	\$60,000
4.	1 October 2007 to 31 March 2008	\$52,500
5.	1 April 2008 and 30 September 2008	\$45,000
6.	1 October 2008 to 31 March 2009	\$37,500
7.	1 April 2009 and 30 September 2009	\$30,000
8.	1 October 2009 to 31 March 2010	\$22,500
9.	1 April 2010 and 30 September 2010	\$15,000
10.	1 October 2010 to 31 March 2011	\$7,500
11.	From 1 April 2011 to 30 June 2011 or if this Agreement ceases as of 30 June 2011	\$4,000
12.	If this Agreement is extended from 1 July 2011 for a further three (3) years pursuant to clause 4 of this Agreement	Nil



**SCHEDULE 6****CARRIERS STATEMENT**

(Pursuant to Section 127 of the Industrial Relations Act 1996 (NSW), section 175B of the Workers Compensation Act 1987 (NSW), Part 5B (sections 31G-31J) of the Pay-roll Tax Act 1971 (NSW) and for related purposes).

Note: This statement must be furnished to ALM in accordance with clause 10 of the Contract Carriers Agreement. Failure to provide this duly executed statement will result in payment being withheld.

(Insert Carrier's name) declares and warrants that for the period (insert details) ("the Relevant Period"):

1. No wages, including sick leave, annual leave, long service leave, authorised workers compensation payments and termination and redundancy payments, or any other payments required to be made by an award, State or Federal statute or under any contract of employment are due and owing by the Contractor to its employees or independent contractors engaged for the purposes of providing the services requested to ALM in accordance with the Agreement.
2. It has contributed to an approved superannuation fund nominated by the employee/s in accordance with Section 124 of the *Industrial Relations Act 1996* (NSW), or any relevant law in other States and Territories of Australia, the full amount of employer contributions required and due to be made under the terms of the *Superannuation Guarantee (Administration) Act 1992* (Cth), and any voluntary contributions made by and deducted by the Contractor from wages due to the employee/s.
3. It has maintained in force valid workers compensation insurance in connection with work done pursuant to the Agreement and has paid all workers compensation insurance premiums payable in connection with this Agreement, that is, premiums payable up to and including the date of this statement have been paid and all premiums owing during the term of this Agreement will be paid.
4. It has correctly deducted or withheld all amounts of taxes required to be deducted or to be withheld under the PAYE, PAYG or PPS income tax systems, and all amounts so deducted or withheld have been submitted to the Australian Tax Office on the date or dates when they were due to be so submitted.

For and on behalf of (insert Carrier's name)

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated

**SCHEDULE 7****CARRIERS CONTRACT DETERMINATION****Solicitor's Certificate**

I \_\_\_\_\_  
(Print Name)

of \_\_\_\_\_  
(Name of Firm)

certify that I have:

- (a) considered the Contract Carriers Agreement between Australian Liquor Marketers Pty Limited and ..... ; and
- (b) independently advised ..... as to the terms and effect of the abovementioned Agreement and that they are not unfair, unreasonable, harsh or unconscionable.

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

W. R. HAYLEN *J*

\_\_\_\_\_

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (STATE EMERGENCY SERVICE  
COMMUNICATION CENTRE - CONTINUOUS SHIFT WORKERS)  
AWARD 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3280 of 2006)

Before The Honourable Justice Schmidt

17 October 2006

**AWARD**

**PART A**

**1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Application
5.	Coverage
6.	Salaries
7.	Overview of Shift Arrangements
8.	Rostering Arrangements
9.	Shift Work
10.	Senior Team Leaders
11.	Maximum Hours
12.	Meal Breaks
13.	Breaks between Shifts and Shift Cycle Changes
14.	Daylight Saving
15.	Alteration to Hours of Work
16.	Exchange of Shifts
17.	Hearing and Eye Sight Testing
18.	Higher Duties Shift Relief
19.	Occupational Health and Safety
20.	Representation
21.	Anti Discrimination
22.	Grievance and Dispute Settling Procedures
23.	Conditions Fixed By Other Instruments of Employment
24.	Existing Entitlements
25.	Area, Incidence and Duration

**PART B**

**MONETARY RATES**

Table 1 - Salary Schedule



## 2. Title

This award shall be known as the Crown Employees (State Emergency Service Communication Centre - Continuous Shift Workers) Award 2006.

## 3. Definitions

Act means the *Public Sector Employment and Management Act 2002*.

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

Award means an award as defined in the *Industrial Relations Act 1996*.

Casual Employee means any employee engaged in terms of Chapter 2, Part 2.6 Casual Employees, of the *Public Sector Employment and Management Act 2002* and any guidelines issued thereof or as amended from time to time.

DPE means the Director of Public Employment established under Chapter 6 of the *Public Sector Employment and Management Act 2002*, formerly the Public Employment Office

First Shift Standby Roster means that Senior Team Leaders will be on a standby roster and in the event of an emergency can be called into the Communication Centre to support operations.

Full-time Staff Member means a staff member whose ordinary hours of duty are specified as such in a formal industrial instrument or whose contract hours are equivalent to the full-time contract hours of 35 hours.

On Duty means the time required to be worked for the Service.

Ordinary Hourly Rate of Pay means the hourly rate equivalent of the annual rate of pay of the classification calculated using the formula set out in paragraph (ii) (a) of clause 12, Casual Employment, of the Crown Employees (Public Service Conditions of Employment ) Reviewed Award 2006.

Overtime means all time worked, whether before or after the ordinary rostered hours of duty, at the direction of the Department Head, which, due to its character or special circumstances, cannot be performed during the staff members ordinary hours of duty.

Part-time Staff Member means a staff member whose ordinary hours of duty are specified as part-time in a formal industrial instrument or whose contract hours are less than the full-time hours.

Public Holiday means a day proclaimed under the *Banks and Bank Holidays Act 1912*, as a bank or a public holiday. This definition does not include a Saturday which is such a holiday by virtue of section 15A of that Act, and 1 August or such other day that is a bank holiday instead of 1 August.

Service means the NSW State Emergency Service.

Service After Hours and On Call Remuneration Arrangements refers to the State Emergency Service policy for after hours and on call remuneration arrangements issued in July 2005.

Shift Worker - Continuous Shifts means a staff member engaged in work carried out in continuous shifts throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Department Head.

## 4. Application

This award was negotiated between the State Emergency Service, the DPE and the Association.

## 5. Coverage

The provisions of this award shall apply to officers and temporary employees (both full-time and part-time staff members), as defined in the *Public Sector Employment and Management Act, 2002* employed by the State Emergency Service in positions in the Communication Centre (ComCen) classified as ComCen Senior Team Leader, ComCen Team Leader, ComCen Call Operator and casual employees in these positions.

## 6. Salaries

Salaries for employees covered by this award are set out at Part B Monetary Rates Table 1 - Salary Schedule of the award. These salaries shall move in accordance with the Clerical Officer Public Service Board Agreement No.2515 of 1988 and Determination No877 of 1989 and/or the Crown Employees (Public Sector - Salaries 2004) Award or any variation or replacement award.

Salary Progression shall be by way of annual increment, according to the requirements in the Personnel Handbook, Section 5.2.10.

## 7. Overview of Shift Arrangements

- (a) The ComCen will operate on a 24 (twenty four) hours per day, 7 (seven) days per week basis across the entire year.
- (b) ComCen staff will work the equivalent of 35 hours per week over a roster period.
- (c) Shifts will be for 8.5 (eight and a half) hours less a 30 minute unpaid meal break, except as specified in clause 10 Senior Team Leaders.
- (d) The Day Shift shall be from 06:30 to 15:00 hours.
- (e) The Afternoon Shift shall be from 14:30 to 23:00 hours.
- (f) The Night Shift shall be from 22:30 to 07:00 hours.

## 8. Rostering Arrangements

- (a) A roster will cover a minimum period of 4 (four) weeks up to maximum period of 16 (sixteen) weeks.
- (b) The roster cycle will work on a rotating three shift system with a forward rotation (day then afternoon then night) with breaks between rotations.
- (c) Rosters are to be published with as much notice as possible, but in any case a minimum 2 (two) weeks in advance before commencement of the roster.
- (d) 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.
- (e) Nothing in this award is intended to circumvent Section 22 (1) of the NSW *Industrial Relations Act 1996*.

## 9. Shift Work

- (a) Shift Loadings - A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:

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

- (b) The loadings specified in subclause (a) of this clause shall only apply to shifts worked from Monday to Friday.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) Public Holidays -
- (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;
  - (2) A shift worker rostered off duty 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;
- (g) Annual leave - will accrue at the rate of four weeks per year for a full time employee, that is 20 working days plus 8 rest days.
- (h) Additional leave - will accrue for a full time employee on the following basis:

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

### 10. Senior Team Leaders

- (a) Positions classified as Senior Team Leaders will play an important role in the handover from day to night operations so they will be predominantly rostered on duty on Afternoon Shifts from 14:00 to 23:00 hours.
- (b) Shifts will be for 9 (nine) hours less a 30 minute unpaid meal break.
- (c) Senior Team Leaders will be rostered on a day shift (no penalty payments apply) on at least a fortnightly basis to complete scheduling, reporting and administration activities.
- (d) Senior Team Leaders will be nominated to provide a First Shift Standby Roster function when required and the arrangements and remuneration are to be consistent with the current Service After Hours and On Call Remuneration Arrangements negotiated with the Service's Joint Consultative Committee.

### **11. Maximum Hours**

- (a) The maximum hours to be worked in a day or a week (7 days) should not exceed the following, other than in emergency circumstances:
  - (1) Maximum of 6 consecutive shifts;
  - (2) Maximum of 4 consecutive night shifts;
  - (3) Maximum 48 hours rostered per week.

### **12. Meal Breaks**

- (a) During a normal shift, staff as a minimum must take at least one unpaid meal break of at least 30 minutes, plus two shorter paid breaks totalling 30 minutes.
- (b) Meal breaks must be given to and taken by staff members. No staff member shall be required to work continuously for more than 5 hours without a meal break.

### **13. Breaks Between Shifts and Shift Cycle Changes**

- (a) Breaks between shifts should not be less than 12 (twelve) consecutive hours.
- (b) There should be a minimum of 2 (two) days off between shift cycle changes.
- (c) In emergencies where a worker needs to remain on duty after a shift, the minimum break between shifts should never be less than 10 (ten) hours and should be compensated as soon as possible with a longer break.
- (d) If a shift worker resumes or continues to work without having had eight (8) consecutive hours off duty, the shift worker shall be paid overtime in accordance with clause 90, Overtime Worked by Shift Workers, in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, until released from duty for eight (8) consecutive hours. The shift worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.
- (e) Time spent off duty may be calculated by determining the amount of time elapsed after:
  - (1) The completion of an ordinary rostered shift; or
  - (2) The completion of authorised overtime; or
  - (3) The completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.

### **14. Daylight Saving**

For work performed which spans the time of introduction or cessation of a system of daylight saving as prescribed by relevant State legislation, a shift worker shall be paid according to the actual hours worked. Rostering arrangements will ensure that at least the minimum working hours are maintained.

### **15. Alteration to Hours of Work**

- (a) Rosters once determined and made available may be altered by:
  - (1) The Service by giving two week's notice of the requirement to change the arrangements of hours or the shift roster under normal circumstances; or
  - (2) By mutual agreement between the Service and the shift worker.

- (b) The Service reserves the right to change shift rosters in accordance with operational imperatives.
- (c) Provided that where the Service receives a significant concern about the alteration to the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the Service.

#### **16. Exchange of Shifts**

- (a) Exchange of shifts will be allowed for special reasons provided the change does not result in excessive daily or weekly hours for any shift worker.
- (b) An exchange of shifts should not occur if it results in 2 (two) or more continuous shifts being worked with no break in between or if the recommended maximum hours are exceeded.
- (c) All requests for shift exchange by staff are to be submitted in writing to the most Senior Officer on duty.

#### **17. Hearing and Eye Sight Testing**

- (a) ComCen staff will be required to undergo hearing and eye sight testing prior to commencing employment.
- (b) Any further tests will be conducted in accordance with medical advice or at the request of the staff member or the ComCen Supervisor.

#### **18. Higher Duties Shift Better**

ComCen staff, when required to provide relief in a higher level position for the whole shift or a minimum of two hours of the shift, will be compensated by way of Higher Duties Allowance at the rate of salary for the higher position plus any applicable allowances for the whole shift in accordance with the provisions of the Personnel Handbook, except the minimum 5 continuous days limitation.

#### **19. Occupational Health and Safety**

- (a) The Service is committed to the safety and welfare of staff and will consider Occupational Health & Safety issues in planning rosters and working arrangements. It is the intention that:
  - (1) shifts will not exceed 12 hours per day (including overtime), except in emergency circumstances
  - (2) overtime worked will not exceed 12 hours per week
- (b) In emergency circumstances a maximum of 60 hours work may be necessary. It shall not be worked on a regular basis nor on consecutive weeks.

#### **20. Representation**

- (a) Shift workers are to be adequately represented on any committees with a consultative or decision making function regarding their work. If they attend relevant meetings outside shift arrangements they will be considered at work and rosters are to be adjusted accordingly.

#### **21. Anti Discrimination**

- (a) It is the intention of the parties bound by this Award to seek to achieve the objective in section 3 (f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender, identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations the parties 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 will be consistent with the fulfilment of these obligations for the parties to make

application to vary any provision of the Award, which, by its terms or operation, has a direct or indirect discriminatory effect.

- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimize an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
  - (1) Any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (2) Offering or providing junior rates of pay to persons under 21 years of age;
  - (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*;
  - (4) A party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
  - (1) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
  - (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 religious susceptibilities of the adherents of that religion."

## 22. Grievance and Dispute Settling Procedures

- (a) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.
- (b) A staff member 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.
- (c) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (d) 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.
- (e) If the matter remains unresolved with the immediate manager, the staff member 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 staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (f) The Department Head may refer the matter to the ODPE for consideration.
- (g) If the matter remains unresolved, the Department Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.

- (h) A staff member, at any stage, may request to be represented by the Association.
- (i) The staff member or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (j) The staff member, Association, Department and ODPE shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (k) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

### 23. Conditions Fixed By Other Instruments of Employment

- (a) Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, applies except where varied by this Award.

### 24. Existing Entitlements

- (a) The provisions of this award shall not affect any entitlements existing in another award which covers Service staff other than specified in clause 23.

### 25. Area, Incidence and Duration

- (a) The provisions of this award shall apply to officers, Departmental temporary employees as defined in the *Public Sector Employment and Management Act, 2002* employed by the State Emergency Service in either full time and part time positions of Communication Centre (ComCen) Senior Team Leader, ComCen Team Leader and ComCen Call Operator, and casual workers in these positions.
- (b) This award shall take effect from the first pay period to commence on or after 17 October 2006 and shall remain in force thereafter for a period of three years.

## PART B

### MONETARY RATES

**Table 1 - Salary Schedule**

Position Title	Grade	Salary Range (from 1/7/06)
Operations Communications Centre Senior Team Leader	Clerk Grade 5/6	
	1st year of service	\$58,777
	2nd year of service	\$60,631
	3rd year of service	\$63,007
	Thereafter	\$64,854
Operations Communications Centre Team Leader	Clerk Grade 3/4	
	1st year of service	\$49,792
	2nd year of service	\$51,292
	3rd year of service	\$52,894
	Thereafter	\$54,520
Operations Communications Centre Call Operator	Clerical Officer Grade 1/2	
	1st yr service under 17	\$20,340
	2nd yr service or 17	\$24,473
	3rd yr service or 18	\$29,477
	4th yr service or 19	\$31,464

	5th yr service or 20 or above	\$33,910
	6th year of service	\$34,836
	7th year of service	\$36,310
	8th year of service	\$36,969
	9th year of service	\$37,885
	10th year of service	\$39,286
	11th year of service	\$40,710
	12th year of service	\$42,214

M. SCHMIDT J.

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## **CROWN EMPLOYEES (NSW POLICE ADMINISTRATIVE OFFICERS AND TEMPORARY EMPLOYEES - SALARIES 2006) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3183 of 2006)

Before The Honourable Justice Schmidt

9 October 2006

### **AWARD**

#### **PART A**

##### **1. Arrangement**

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

#### **PART B**

##### **MONETARY RATES**

Table 1 - Rates of Pay

##### **2. Definitions**

In this award:

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

### 3. Salaries

- (i) The salaries under this Award are payable to employees appointed to or performing the duties of any of the positions or classifications listed in Part B.
- (ii) The salaries payable are prescribed in Part B, Monetary Rates, of this Award.
- (iii) The salaries in this award are set in accordance with the Crown Employees (Public Sector - January 2004) Award or any variation or any replacement award.
- (iv) The salaries prescribed reflect increases of:
  - (a) 4% to salaries in Part B of this award, which are payable with effect from the first pay period to commence on or after 1 July 2004; and
  - (b) a further 4% to salaries paid under paragraph (a) above, which are payable with effect from the first pay period to commence on or after 1 July 2005;
  - (c) a further 4% to salaries paid under paragraph (b) above which are payable with effect from the first pay period to commence on or after 1 July 2006.
  - (d) a further 4% to salaries paid under paragraph (c) above which are payable with effect from the first pay period to commence on or after 1 July 2007.
- (v) The salary increases referred to in paragraphs a - d above in subclause (iii), insofar as they apply from the first full pay period on or after 1 July 2004, shall only be paid to those employees who are employed as at the date of the making of this award.

### 4. Allowances

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

Additional Responsibilities Allowance

All Incidents of Employment Allowance

Charge Hand Allowance

Community Language Allowance

Diving Allowance

Environmental Allowance

Extraneous Duties Allowance

First Aid Allowance

Flying Allowance

In-Lieu of Overtime Allowance

Leading Hand Allowance

Licence Allowances covered in Trade Based Groups Agreement No. 2301 of 1981 and the Officer-in-Charge Allowance

On-Call Allowance

Part-Time Building Managers/House Officers Allowance

Any Wage Related Allowances applicable to the Crown Employees (General Staff Salaries) Award 2003

Qualifications Allowances - where the qualification is deemed to be a requisite for the position in question

Resident Officers Allowance

Shift Allowances

Special Rates Allowance

Supervision Allowance

Service Increments expressed as a separate sum

Word Processing Allowance

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

#### **5. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation**

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

- (i) By mutual agreement with the Commissioner, an employee may elect to package part or all of their salary in order to obtain:
- (a) a benefit or benefits selected from those approved from time to time by the Commissioner; and
  - (b) a salary equal to the difference between the salary prescribed for the employee by clause 3, Salaries, and Part B to this Award, and the amount specified by the Commissioner from time to time for the benefit provided to or in respect of the employee in accordance with such agreement.
- (ii) The amount packaged, including any salary sacrifice to superannuation arrangement under sub clauses (ix) to (xiii), may be up to one hundred (100) percent of the employees salary.
- (a) Any pre tax and post tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include, but are not limited to, compulsory superannuation payments, judgment debtor/garnishee orders, union fees, and health fund premiums.
- (iii) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (iv) The agreement shall be known as the Salary Packaging Agreement.
- (v) Except in accordance with sub clauses (ix) to (xiii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Commissioner at the time of signing the Salary Packaging Agreement.

- (vi) Where the employee has elected to package part or all of their salary:
- (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
  - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's salary, shall be calculated by reference to the salary which would have applied to the employee under clause 3, salaries, or Part B of this Award in the absence of any Salary Packaging Agreement made under this Award.
- (vii) The Commissioner may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation.
- (viii) The Commissioner will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement immediately.
- (ix) An employee may elect to sacrifice a part or all of their salary to additional employer superannuation contributions.
- (x) Where the employee makes such an election, the employee may elect to have the amount of salary sacrificed:
- (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
  - (b) subject to NSW Police Agreement, paid into another complying superannuation scheme as employer superannuation contributions.
- (xi) Where the employee makes an election in terms of subclause (ix), the employer shall pay the amount of salary, the subject of election, to the relevant superannuation fund.
- (xii) Where the employee makes an election in terms of subclause (ix), and where the employee is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
  - (b) *Superannuation Act 1916*;
  - (c) *State Authorities Superannuation Act 1987*;
  - (d) *State Authorities Non-contributory Superannuation Act 1987*; or
  - (e) *First State Superannuation Act 1992*,

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

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

contributions made by NSW Police may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

## 6. Dispute Settling Procedure

All disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate agency, if required.

- (i) An employee is required to notify (in writing or otherwise) their immediate manager, as to the substance of the dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- (ii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager, the notification may occur to the next appropriate level of management, including, where required, to the Commissioner or Delegate.
- (iii) The immediate manager shall convene a meeting in order to resolve the dispute or difficulty within two (2) days, or as soon as practicable, of the matter being brought to attention.
- (iv) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the Commissioner.
- (v) The Commissioner may refer the matter to the Public Employment Office (PEO) for consideration.
- (vi) In the event that the matter remains unresolved, the Commissioner shall provide a written response to the employee and any other party involved in the dispute or difficulty, concerning action to be taken, or the reasons for not taking action, in relation to the matter
- (vii) An employee, at any stage, may request to be represented by an Association representative.
- (viii) The employee, or the Association on their behalf, or the Commissioner may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- (ix) The employee, Association, NSW Police and PEO shall agree to be bound by any lawful recommendation, order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- (x) Whilst the procedures are being followed, normal work undertaken prior to notification of the grievance or dispute shall continue unless otherwise agreed between the parties, or, in the case of a dispute involving Occupational Health and Safety, if practicable, normal work shall proceed in such a manner as to avoid any risk to the health and safety of any employee or member of the public.

## 7. Anti-Discrimination

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

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

#### NOTES

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

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

#### 8. No Extra Claims

- (i) This Award provides pay increases of 4% with effect from the first pay period to commence on or after 1 July 2004, a further increase of 4% with effect from the first pay period to commence on or after 1 July 2005, further increase of 4% with effect from the first pay period to commence on or after 1 July 2006, and a further increase of 4% with effect from the first pay period to commence on or after 1 July 2007.
- (ii) These increases arise from the agreement of the parties contained in the Memorandum of Understanding, Crown Employees (Public Sector Salaries), between the NSW Government and the Association entered into on 21 December 2004. That agreement is made in full and final settlement of IRC Matter No. 3817 of 2004 and forms the basis of this Award.
- (iii) The pay increases under this Award are provided on the basis that, subject to the provisions of clause 9, Leave Reserved, there shall be no further claims for changes to salaries, rates of pay or allowances during the term of the Memorandum of Understanding, Crown Employees (Public Sector Salaries), between the NSW Government and the Association entered into on 21 December 2004, except as provided for in the Memorandum.

#### 9. Leave Reserved

- (i) The Association may make application to the Industrial Relations Commission of New South Wales during the nominal term of this Award seeking to vary the rates of pay for employees employed in the classification of psychologists on the basis of work value changes.
- (ii) In any such proceedings however, it is acknowledged that the NSW Government will submit that salary increases provided since 1993 and under the Memorandum of Understanding, Crown Employees (Public Sector Salaries) entered into on 21 December 2004, reflect cost of living adjustments and a component to compensate for work value changes, special case considerations, productivity and efficiency improvements across the public sector since 1993, and specifically those referred to in the Grounds and Reasons of the Association's application in IRC Matter No. 3817 of 2004 filed on 30 June 2004. The

NSW Government will also submit that the Commission should take account of this component in assessing the merits of any application brought by the Association and in the assessment of the quantum of any (if any) additional increases it may award for the employees employed in the classification of psychologists.

### 10. Area, Incidence and Duration

- (i) This Award shall apply to employees employed in the classifications listed in Part B, Monetary Rates of this Award.
- (ii) This Award is made on and shall take effect from 9 October 2006 shall remain in force until 30 June 2008.

## PART B

### MONETARY RATES

Administrative Officer and Temporary Employee Classifications				
Classification and Grades	FPP 1.7.04 Per annum +4% \$	FPP 1.7.05 Per annum +4% \$	FPP 1.7.06 Per annum +4% \$	FPP 1.7.07 Per annum +4% \$
Armourer, Police				
1st year of service	48,433	50,370	52,385	54,480
2nd year of service	49,314	51,287	53,338	55,472
3rd year of service	50,407	52,423	54,520	56,701
4th year of service and thereafter	51,359	53,413	55,550	57,772
Senior Armourer, Police				
1st year of service	53,800	55,952	58,190	60,518
2nd year of service	54,940	57,138	59,424	61,801
3rd year of service and thereafter	56,505	58,765	61,116	63,561
Administrative and Clerical Clerks General Scale				
1st year of service or 18 years	24,051	25,013	26,014	27,055
2nd year of service Minimum at 20 years	29,090	30,254	31,464	32,723
3rd year of service Minimum at 21 years	31,352	32,606	33,910	35,266
4th year of service	32,208	33,496	34,836	36,229
5th year of service	33,570	34,913	36,310	37,762
6th year of service	34,180	35,547	36,969	38,448
7th year of service	35,027	36,428	37,885	39,400
8th year of service	36,322	37,775	39,286	40,857
9th year of service	37,638	39,144	40,710	42,338
10th year of service	39,029	40,590	42,214	43,903
Provided that officers who on 6th December 1979 were on 14th year of General Scale and paid a personal allowance of \$417.00 p.a. in terms of Circular No. 202 of 1979 shall be paid by way of allowance above 10 <sup>th</sup> year of the General Scale.	40,699	42,327	44,020	45,781
Minimum for employee with Higher School Certificate Qualification at 19 years of age	27,253	28,343	29,477	30,656
Grade 1				
1st year of service	41,178	42,825	44,538	46,320
Thereafter	42,389	44,085	45,848	47,682
Grade 2				
1st year of service	43,571	45,314	47,127	49,012
Thereafter	44,766	46,557	48,419	50,356

Grade 3				
1st year of service	46,036	47,877	49,792	51,784
Thereafter	47,422	49,319	51,292	53,344
Grade 4				
1st year of service	48,904	50,860	52,894	55,010
Thereafter	50,407	52,423	54,520	56,701
Grade 5				
1st year of service	54,342	56,516	58,777	61,128
Thereafter	56,057	58,299	60,631	63,056
Grade 6				
1st year of service	58,254	60,584	63,007	65,527
Thereafter	59,962	62,360	64,854	67,448
Grade 7				
1st year of service	61,757	64,227	66,796	69,468
Thereafter	63,604	66,148	68,794	71,546
Grade 8				
1st year of service	66,255	68,905	71,661	74,527
Thereafter	68,360	71,094	73,938	76,896
Grade 9				
1st year of service	70,397	73,213	76,142	79,188
Thereafter	72,377	75,272	78,283	81,414
Grade 10				
1st year of service	75,332	78,345	81,479	84,738
Thereafter	77,577	80,680	83,907	87,263
Grade 11				
1st year of service	81,422	84,679	88,066	91,589
Thereafter	84,874	88,269	91,800	95,472
Grade 12				
1st year of service	90,192	93,800	97,552	101,454
Thereafter	94,165	97,932	101,849	105,923
Bar Manager, Police Academy				
1st year of service	40,864	42,499	44,199	45,967
Thereafter	41,612	43,276	45,007	46,807
Building Manager (Sydney Police Centre)				
1st year of service	51,864	53,939	56,097	58,341
2nd year of service	52,385	54,480	56,659	58,925
PT Building Manager Allowance	948	986	1,025	1,066
Clerical Officer				
Grade 1				
Group A				
1st year of service under 17	16,742	17,412	18,108	18,832
2nd year of service or 17	19,939	20,737	21,566	22,429
3rd year of service or 18	22,627	23,532	24,473	25,452
4th year of service or 19	27,253	28,343	29,477	30,656
5th year of service or 20	29,090	30,254	31,464	32,723
6th year of service	31,352	32,606	33,910	35,266
7th year of service	32,208	33,496	34,836	36,229
8th year of service	33,570	34,913	36,310	37,762
9th year of service	34,180	35,547	36,969	38,448
10th year of service	35,027	36,428	37,885	39,400
Group B				
1st year of service under 17	17,864	18,579	19,322	20,095
2nd year of service or 17	19,939	20,737	21,566	22,429
3rd year of service or 18	22,627	23,532	24,473	25,452
4th year of service or 19	27,253	28,343	29,477	30,656



5th year of service or 20	29,090	30,254	31,464	32,723
6th year of service	31,352	32,606	33,910	35,266
7th year of service	32,208	33,496	34,836	36,229
8th year of service	33,570	34,913	36,310	37,762
9th year of service	34,180	35,547	36,969	38,448
10th year of service	35,027	36,428	37,885	39,400
Minimum rate at 21	31,352	32,606	33,910	35,266
Grade ½				
Group C				
1st year of service under 17	18,806	19,558	20,340	21,154
2nd year of service or 17	22,627	23,532	24,473	25,452
3rd year of service or 18	27,253	28,343	29,477	30,656
4th year of service or 19	29,090	30,254	31,464	32,723
5th year of service or 20	31,352	32,606	33,910	35,266
6th year of service	32,208	33,496	34,836	36,229
7th year of service	33,570	34,913	36,310	37,762
8th year of service	34,180	35,547	36,969	38,448
9th year of service	35,027	36,428	37,885	39,400
10th year of service	36,322	37,775	39,286	40,857
11th year of service	37,638	39,144	40,710	42,338
12th year of service	39,029	40,590	42,214	43,903
Group D only				
1st year of service or 17	27,253	28,343	29,477	30,656
2nd year of service or 17	29,090	30,254	31,464	32,723
3rd year of service or 18	31,352	32,606	33,910	35,266
4th year of service or 19	32,208	33,496	34,836	36,229
5th year of service or 20	33,570	34,913	36,310	37,762
6th year of service	34,180	35,547	36,969	38,448
7th year of service	35,027	36,428	37,885	39,400
8th year of service	36,322	37,775	39,286	40,857
9th year of service	37,638	39,144	40,710	42,338
10th year of service	39,029	40,590	42,214	43,903
*Minimum rate for HSC at 19 years of age	27,253	28,343	29,477	30,656
Minimum rate at 21	32,208	33,496	34,836	36,229
Grade 3				
1st year of service	41,178	42,825	44,538	46,320
2nd year of service	42,389	44,085	45,848	47,682
Grade 3/4				
1st year of service	41,178	42,825	44,538	46,320
2nd year of service	42,389	44,085	45,848	47,682
3rd year of service	43,571	45,314	47,127	49,012
4th year of service	44,766	46,557	48,419	50,356
Grade 4				
1st year of service	43,571	45,314	47,127	49,012
2nd year of service	44,766	46,557	48,419	50,356
Grade 5				
1st year of service	46,036	47,877	49,792	51,784
2nd year of service	47,422	49,319	51,292	53,344
Grade 6				
1st year of service	48,904	50,860	52,894	55,010
2nd year of service	50,407	52,423	54,520	56,701
Grade 7				
1st year of service	54,342	56,516	58,777	61,128
2nd year of service	56,057	58,299	60,631	63,056
Grade 8				
1st year of service	58,254	60,584	63,007	65,527
2nd year of service	59,962	62,360	64,854	67,448
Clinical Pharmacologist	102228	106319	110572	114,995

Computer Systems Officer (CSO)				
CSO Level 1 - Non Graduate				
Year 1A	24,051	25,013	26,014	27,055
Year 1B	29,090	30,254	31,464	32,723
Year 1C	31,352	32,606	33,910	35,266
Year 1D	32,208	33,496	34,836	36,229
Year 1E	33,570	34,913	36,310	37,762
Year 1F	34,180	35,547	36,969	38,448
Year 2	36,322	37,775	39,286	40,857
Year 3	42,389	44,085	45,848	47,682
Year 4	44,766	46,557	48,419	50,356
CSO Level 1 - Graduate				
Year 1A (Any degree)	36,322	37,775	39,286	40,857
Year 1B (Degree - Computer Sciences)	37,638	39,144	40,710	42,338
Year 2	50,407	52,423	54,520	56,701
Year 3	56,057	58,299	60,631	63,056
CSO Level 2				
Year 1	47,422	49,319	51,292	53,344
Year 2	50,407	52,423	54,520	56,701
Year 3	56,057	58,299	60,631	63,056
CSO Level 3				
Year 1	58,254	60,584	63,007	65,527
Year 2	59,962	62,360	64,854	67,448
Year 3	61,757	64,227	66,796	69,468
Year 4	63,604	66,148	68,794	71,546
Year 5	66,255	68,905	71,661	74,527
Year 6	68,360	71,094	73,938	76,896
CSO Level 4				
Year 1	70,397	73,213	76,142	79,188
Year 2	72,377	75,272	78,283	81,414
Year 3	75,332	78,345	81,479	84,738
Year 4	77,577	80,680	83,907	87,263
CSO Level 5				
Year 1	81,422	84,679	88,066	91,589
Year 2	84,874	88,269	91,800	95,472
CSO Level 6				
Year 1	90,192	93,800	97,552	101,454
Year 2	94,165	97,932	101,849	105,923
Departmental Professional Officer				
Grade 1 -				
1st year of service	41,178	42,825	44,538	46,320
2nd year of service	42,799	44,511	46,291	48,143
3rd year of service	45,187	46,994	48,874	50,829
4th year of service	48,433	50,370	52,385	54,480
5th year of service	51,864	53,939	56,097	58,341
6th year of service and thereafter	54,940	57,138	59,424	61,801
Grade II -				
1st year of service	57,632	59,937	62,334	64,827
2nd year of service	59,339	61,713	64,182	66,749
3rd year of service	61,148	63,594	66,138	68,784
4th year of service and thereafter	63,604	66,148	68,794	71,546
Grade III -				
1st year of service	66,255	68,905	71,661	74,527
2nd year of service	68,360	71,094	73,938	76,896
3rd year of service	69,722	72,511	75,411	78,427
4th year of service and thereafter	72,377	75,272	78,283	81,414

Grade IV -				
1st year of service	75,332	78,345	81,479	84,738
2nd year of service and thereafter	76,826	79,899	83,095	86,419
Grade V -				
1st year of service	79,841	83,035	86,356	89,810
2nd year of service and thereafter	81,422	84,679	88,066	91,589
Grade VI -				
1st year of service	83,960	87,318	90,811	94,443
2nd year of service and thereafter	85,604	89,028	92,589	96,293
1st year of service	88,250	91,780	95,451	99,269
2nd year of service and thereafter	90,192	93,800	97,552	101,454
Grade VIII -				
1st year of service	93,126	96,851	100,725	104,754
2nd year of service and thereafter	94,165	97,932	101,849	105,923
Director of Music (Police Band)				
1st year	56,057	58,299	60,631	63,056
2nd year	57,632	59,937	62,334	64,827
3rd year	59,339	61,713	64,182	66,749
4th year	61,148	63,594	66,138	68,784
5th year and thereafter	62,996	65,516	68,137	70,862
Loading				
1st year	5,606	5,830	6,063	6,306
2nd year	5,763	5,994	6,233	6,482
3rd year	5,934	6,171	6,418	6,675
4th year	6,115	6,359	6,614	6,879
5th year and thereafter	6,300	6,552	6,814	7,087
Car Drivers				
Driver/General Assistant	36,617	38,082	39,605	41,189
Departmental - Driver/Assistant	38,710	40,258	41,868	43,543
Police Executive Driver/Assistant				
1st Year and there after	38,688	40,236	41,845	43,519
All incidence of employment allowance	35,800	37,232	38,721	40,270
Clothing Allowance	600	600	600	600
Driving Instructor				
1st year	50,777	52,808	54,920	57,117
2nd year	51,359	53,413	55,550	57,772
3rd year and thereafter	52,831	54,944	57,142	59,428
Engineer				
Grade I Diplomate Experience Since Qualifying				
In first year	41,178	42,825	44,538	46,320
After one year	42,799	44,511	46,291	48,143
After two years	45,187	46,994	48,874	50,829
After three years	48,433	50,370	52,385	54,480
After four years	51,864	53,939	56,097	58,341
After five years	54,940	57,138	59,424	61,801
Grade I Graduate Experience Since Qualifying				
In first year	42,799	44,511	46,291	48,143
After one year	45,187	46,994	48,874	50,829
After two years	48,433	50,370	52,385	54,480
After three years	51,864	53,939	56,097	58,341
After four years	54,940	57,138	59,424	61,801

Grade II				
1st year of service	58,254	60,584	63,007	65,527
2nd year of service	60,497	62,917	65,434	68,051
3rd year of service	62,378	64,873	67,468	70,167
4th year of service and thereafter	64,193	66,761	69,431	72,208
Grade III				
1st year of service	67,620	70,325	73,138	76,064
2nd year of service	69,722	72,511	75,411	78,427
3rd year of service	72,377	75,272	78,283	81,414
4th year of service and thereafter	74,592	77,576	80,679	83,906
Grade IV				
1st year of service	78,332	81,465	84,724	88,113
2nd year of service	80,632	83,857	87,211	90,699
3rd year of service and thereafter	82,232	85,521	88,942	92,500
Grade V				
1st year of service	85,604	89,028	92,589	96,293
2nd year of service and thereafter	87,290	90,782	94,413	98,190
Grade VI				
1st year of service	89,223	92,792	96,504	100,364
2nd year of service and thereafter	91,137	94,782	98,573	102,516
General Assistant (NSW Police Academy)				
1st year	31,937	33,214	34,543	35,925
2nd year	32,208	33,496	34,836	36,229
3rd year	32,817	34,130	35,495	36,915
4th year	33,570	34,913	36,310	37,762
5th year and thereafter	34,180	35,547	36,969	38,448
Groom, Mounted Police				
1st year	30,583	31,806	33,078	34,401
2nd year and there after	31,660	32,926	34,243	35,613
Imaging Technician				
1st year	46,036	47,877	49,792	51,784
2nd year	47,422	49,319	51,292	53,344
3rd year	48,904	50,860	52,894	55,010
4th year and thereafter	50,407	52,423	54,520	56,701
Interpreters and Translators				
Interpreter/Translator				
Year 1	45,187	46,994	48,874	50,829
Year 2	48,433	50,370	52,385	54,480
Year 3	51,864	53,939	56,097	58,341
Year 4	54,940	57,138	59,424	61,801
Year 5	57,632	59,937	62,334	64,827
Senior Interpreter/Translator				
Year 1	59,339	61,713	64,182	66,749
Year 2	61,147	63,593	66,137	68,782
Year 3	63,604	66,148	68,794	71,546
Legal Officers				
Grade I				
1st year of service	43,133	44,858	46,652	48,518
2nd year of service	44,766	46,557	48,419	50,356
3rd year of service	46,036	47,877	49,792	51,784
4th year of service	47,422	49,319	51,292	53,344
5th year of service	49,314	51,287	53,338	55,472

Grade II				
1st year of service	53,377	55,512	57,732	60,041
2nd year of service	56,057	58,299	60,631	63,056
3rd year of service	59,339	61,713	64,182	66,749
4th year of service	62,378	64,873	67,468	70,167
5th year of service	64,867	67,462	70,160	72,966
Grade III				
1st year of service	68,360	71,094	73,938	76,896
2nd year of service	70,397	73,213	76,142	79,188
3rd year of service	73,114	76,039	79,081	82,244
Grade IV				
1st year of service	78,332	81,465	84,724	88,113
2nd year of service	79,841	83,035	86,356	89,810
Grade V				
1st year of service	83,960	87,318	90,811	94,443
2nd year of service	85,604	89,028	92,589	96,293
Grade VI				
1st year of service	90,192	93,800	97,552	101,454
2nd year of service	92,092	95,776	99,607	103,591
Librarians and Archivists				
Grade 1				
Year 1	41,178	42,825	44,538	46,320
Year 2	43,571	45,314	47,127	49,012
Year 3	46,036	47,877	49,792	51,784
Year 4	48,904	50,860	52,894	55,010
Year 5	51,359	53,413	55,550	57,772
Year 6	53,800	55,952	58,190	60,518
Grade 2				
Year 1	56,057	58,299	60,631	63,056
Year 2	58,254	60,584	63,007	65,527
Year 3	61,148	63,594	66,138	68,784
Year 4	63,604	66,148	68,794	71,546
Grade 3				
Year 1	66,949	69,627	72,412	75,308
Year 2	69,016	71,777	74,648	77,634
Year 3	71,727	74,596	77,580	80,683
Year 4	74,592	77,576	80,679	83,906
Grade 4				
Year 1	76,826	79,899	83,095	86,419
Year 2	79,087	82,250	85,540	88,962
Year 3	81,422	84,679	88,066	91,589
Year 4	83,960	87,318	90,811	94,443
Grade 5				
Year 1	86,330	89,783	93,374	97,109
Year 2	89,223	92,792	96,504	100,364
Year 3	92,092	95,776	99,607	103,591
Year 4	95,216	99,025	102,986	107,105
Library Assistant				
Year 1	32,208	33,496	34,836	36,229
Year 2	34,180	35,547	36,969	38,448
Year 3	36,322	37,775	39,286	40,857
Year 4	39,029	40,590	42,214	43,903
Year 5	40,470	42,089	43,773	45,524

Library Technician				
Grade 1				
Year 1	41,178	42,825	44,538	46,320
Year 2	43,571	45,314	47,127	49,012
Year 3	46,036	47,877	49,792	51,784
Year 4	48,904	50,860	52,894	55,010
Grade 2				
Year 1	54,342	56,516	58,777	61,128
Year 2	56,057	58,299	60,631	63,056
Year 3	58,254	60,584	63,007	65,527
Year 4	61,148	63,594	66,138	68,784
Maintenance Attendant, Police Academy	32,817	34,130	35,495	36,915
Maintenance Officer Trades	48,904	50,860	52,894	55,010
Manager Trades				
1st year	68,360	71,094	73,938	76,896
2nd year and there after	69,016	71,777	74,648	77,634
On call Allowance	0.64 p/h	0.67 p/h	0.70 p/h	0.73 p/h
Assistant Manager Trades				
1st year	56,057	58,299	60,631	63,056
2nd year and there after	57,118	59,403	61,779	64,250
On call Allowance	0.64 p/h	0.67 p/h	0.70 p/h	0.73 p/h
Pathology Exhibit Courier	37,638	39,144	40,710	42,338
Photogrammetrist				
General Scale				
1st year	24,051	25,013	26,014	27,055
2nd year	29,090	30,254	31,464	32,723
3rd year	31,352	32,606	33,910	35,266
4th year	32,208	33,496	34,836	36,229
5th year	33,570	34,913	36,310	37,762
6th year	34,180	35,547	36,969	38,448
7th year	35,027	36,428	37,885	39,400
8th year	36,322	37,775	39,286	40,857
9th year	37,638	39,144	40,710	42,338
10th year	39,029	40,590	42,214	43,903
11th year	41,178	42,825	44,538	46,320
12th year	42,389	44,085	45,848	47,682
13th year	43,571	45,314	47,127	49,012
14th year	44,766	46,557	48,419	50,356
Officer with HSC aged 19 and over paid not less than	27,253	28,343	29,477	30,656
Class 1				
1st year	46,036	47,877	49,792	51,784
2nd year	47,422	49,319	51,292	53,344
3rd year	48,904	50,860	52,894	55,010
4th year	50,407	52,423	54,520	56,701
Class 2				
1st year	54,342	56,516	58,777	61,128
2nd year	56,057	58,299	60,631	63,056
Class 3				
1st year	58,254	60,584	63,007	65,527
2nd year	59,962	62,360	64,854	67,448

Class 4				
1st year	61,757	64,227	66,796	69,468
2nd year	63,604	66,148	68,794	71,546
Class 5				
1st year	66,255	68,905	71,661	74,527
2nd year	68,360	71,094	73,938	76,896
Class 6				
1st year	70,397	73,213	76,142	79,188
2nd year	72,377	75,272	78,283	81,414
Class 7				
1st year	75,332	78,345	81,479	84,738
2nd year	77,577	80,680	83,907	87,263
<b>Public Relations Officer</b>				
<b>Assistant Publicity Officers</b>				
1st year of service	46,516	48,377	50,312	52,324
2nd year of service	47,870	49,785	51,776	53,847
<b>Publicity Officers</b>				
1st year of service	51,359	53,413	55,550	57,772
2nd year of service	52,831	54,944	57,142	59,428
3rd year of service and thereafter	53,800	55,952	58,190	60,518
<b>Public Relations Officer</b>				
<b>Grade II</b>				
1st year of service	61,148	63,594	66,138	68,784
2nd year of service	62,378	64,873	67,468	70,167
3rd year of service and thereafter	63,604	66,148	68,794	71,546
<b>Grade I</b>				
1st year of service	71,727	74,596	77,580	80,683
2nd year of service	73,114	76,039	79,081	82,244
3rd year of service and thereafter	74,592	77,576	80,679	83,906
Allowance in lieu of overtime -	9,051 p.a	9,413 p.a	9,790 p.a	10,182 p.a
<b>Radio Technician,</b>				
1st year of service	41,612	43,276	45,007	46,807
2nd year of service	41,958	43,636	45,381	47,196
3rd year of service and thereafter	42,799	44,511	46,291	48,143
<b>Radio Technician, Senior</b>				
1st year of service	45,586	47,409	49,305	51,277
2nd year of service and thereafter	46,036	47,877	49,792	51,784
<b>Scientific Officer</b>				
<b>Grade I</b>				
1st year of service	41,178	42,825	44,538	46,320
2nd year of service	42,799	44,511	46,291	48,143
3rd year of service	45,187	46,994	48,874	50,829
4th year of service	48,433	50,370	52,385	54,480
5th year of service	51,864	53,939	56,097	58,341
6th year of service and thereafter	54,940	57,138	59,424	61,801
<b>Grade II</b>				
1st year of service	57,632	59,937	62,334	64,827
2nd year of service	59,339	61,713	64,182	66,749
3rd year of service	61,148	63,594	66,138	68,784
4th year of service and thereafter	63,604	66,148	68,794	71,546
<b>Grade III</b>				
1st year of service	66,255	68,905	71,661	74,527
2nd year of service	68,360	71,094	73,938	76,896
3rd year of service and thereafter	69,722	72,511	75,411	78,427

Grade IV				
1st year of service	73,114	76,039	79,081	82,244
2nd year of service	75,332	78,345	81,479	84,738
3rd year of service and thereafter	76,826	79,899	83,095	86,419
Grade V				
1st year of service	79,841	83,035	86,356	89,810
2nd year of service and thereafter	82,232	85,521	88,942	92,500
Grade VI				
1st year of service	84,874	88,269	91,800	95,472
2nd year of service	87,290	90,782	94,413	98,190
<b>Senior Basement Attendant, Police Headquarters</b>				
1st year of service	35,388	36,804	38,276	39,807
2nd year of service	35,974	37,413	38,910	40,466
3rd year of service	36,322	37,775	39,286	40,857
4th year of service and thereafter	36,960	38,438	39,976	41,575
<b>Senior Officers</b>				
Grade 1				
Year 1	105,363	109,578	113,961	118,519
Year 2	113,532	118,073	122,796	127,708
Grade 2				
Year 1	115,452	120,070	124,873	129,868
Year 2	123,593	128,537	133,678	139,025
Grade 3				
Year 1	127,729	132,838	138,152	143,678
Year 2	140,209	145,817	151,650	157,716
<b>Stenographers and Machine Operators</b>				
1st year (up to 17 years)	17,864	18,579	19,322	20,095
2nd year (or 17 years)	21,205	22,053	22,935	23,852
3rd year (or 18 years)	24,051	25,013	26,014	27,055
4th year (or 19 years)	27,253	28,343	29,477	30,656
5th year (or 20 years)	28,825	29,978	31,177	32,424
6th year (or 21 years)	31,937	33,214	34,543	35,925
7th year	32,817	34,130	35,495	36,915
8th year	33,902	35,258	36,668	38,135
9th year	36,617	38,082	39,605	41,189
10th year	37,260	38,750	40,300	41,912
11th year	38,314	39,847	41,441	43,099
12th year	39,029	40,590	42,214	43,903
Grade 1 -				
1st year	41,178	42,825	44,538	46,320
2nd year	42,389	44,085	45,848	47,682
Grade 2 -				
1st year	43,571	45,314	47,127	49,012
2nd year	44,766	46,557	48,419	50,356
Grade 3 -				
1st year	46,036	47,877	49,792	51,784
2nd year	47,422	49,319	51,292	53,344
<b>Storeman Attendant</b>				
	31,352	32,606	33,910	35,266
<b>Stores Officers</b>				
Grade 1				
1st year of service	35,974	37,413	38,910	40,466
2nd year of service and thereafter	36,617	38,082	39,605	41,189



Grade 2				
1st year of service	36,960	38,438	39,976	41,575
2nd year of service and thereafter	37,260	38,750	40,300	41,912
Grade 3				
1st year of service	37,638	39,144	40,710	42,338
2nd year of service and thereafter	37,998	39,518	41,099	42,743
Grade 4				
1st year of service	38,710	40,258	41,868	43,543
2nd year of service	39,467	41,046	42,688	44,396
3rd year of service and thereafter	39,467	41,046	42,688	44,396
<b>Technical Officer</b>				
Grade 1				
1st year of service	41,958	43,636	45,381	47,196
2nd year of service	43,133	44,858	46,652	48,518
3rd year of service	44,328	46,101	47,945	49,863
4th year of service	45,187	46,994	48,874	50,829
5th year of service	46,516	48,377	50,312	52,324
Grade 2				
1st year of service	48,904	50,860	52,894	55,010
2nd year of service	49,897	51,893	53,969	56,128
3rd year of service	50,777	52,808	54,920	57,117
4th year of service	51,864	53,939	56,097	58,341
Grade 3				
1st year of service and thereafter	55,412	57,628	59,933	62,330
<b>Senior Technical Officer</b>				
Grade 1				
1st year of service	54,342	56,516	58,777	61,128
2nd year of service	55,412	57,628	59,933	62,330
3rd year of service	57,118	59,403	61,779	64,250
Grade 2				
1st year of service	58,821	61,174	63,621	66,166
2nd year of service	60,497	62,917	65,434	68,051
Grade 3				
1st year of service and thereafter	62,996	65,516	68,137	70,862
<b>Technical Officer, Maintenance Services</b>				
	57,632	59,937	62,334	64,827
<b>Technician</b>				
Class 1				
1st year of service	39,029	40,590	42,214	43,903
2nd year of service	40,172	41,779	43,450	45,188
Class 2				
1st year of service	42,389	44,085	45,848	47,682
2nd year of service	43,571	45,314	47,127	49,012
Class 3				
1st year of service	46,036	47,877	49,792	51,784
2nd year of service	46,948	48,826	50,779	52,810
Class 4				
1st year of service	47,870	49,785	51,776	53,847
2nd year of service	48,433	50,370	52,385	54,480

Transport Officer	39,467	41,046	42,688	44,396
Transport Officer, Mechanical				
Year 1	46,036	47,877	49,792	51,784
Year 2	46,516	48,377	50,312	52,324
Year 3	46,948	48,826	50,779	52,810
Year 4	47,422	49,312	51,292	53,344
Uniform Fitter and Advisory Officer	37,998	39,518	41,099	42,743

M. SCHMIDT *J*

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**CROWN EMPLOYEES (NSW POLICE ADMINISTRATIVE OFFICERS  
AND TEMPORARY EMPLOYEES CONDITIONS OF EMPLOYMENT)  
AWARD 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3182 of 2006)

Before The Honourable Justice Schmidt

9 October 2006

**AWARD**

**PART A**

**1. Arrangement**

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5.	Conditions of Employment
6.	Coverage
7.	Statement of Intent
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9.	Grievance and Dispute Settling Procedures
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11.	Working Hours
12.	Part-time Employment
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20.	Flexible Working Hours
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## PART B

### MONETARY RATES

#### Table 1 - Allowances

#### **2. Title**

This award shall be known as the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2006.

#### **3. Definitions**

Act means the *NSW Police Act 1990*.

Accumulation means the accrual of leave or time. In respect of weekly study time accumulation means the aggregation of short periods of weekly study time which is granted for private study purposes.

Administrative Officer means a person employed as an Administrative Officer under the *NSW Police Act 1990*.

Agreement means an agreement referred to in section 86 of the Act or an agreement as defined in the *Industrial Relations Act 1996*.

Approved Course means a course relevant to the employment of the staff member in NSW Police or the Public Service approved by the Commissioner.

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

At the convenience of means the operational requirements permit the staff member's release from duty or that satisfactory arrangements are able to be made for the performance of the staff member's duties during the absence.

Award means an award as defined in the *Industrial Relations Act 1996*.

Birth means the birth of a child and includes stillbirth.

Capital City means the area set out as the area for the Sydney Telephone District Directory coded N00 in the Sydney White Pages or within a corresponding area in the Capital City of another State or Territory.

Commissioner means the Commissioner of NSW Police.

Contract hours for the day for a full time staff member, means one fifth of the full time contract hours, as defined in this award. For a part time staff member, contract hours for the day means the hours usually worked on the day.

Daily rate or Rate per day means the rate payable for 24 hours, unless otherwise specified.

Daily span of hours means, for a staff member required to work standard hours, the full time standard hours defined in this award. For a staff member required to work flexible hours, the "daily span of hours" means the hours which normally fall within the bandwidth of the scheme applicable to the staff member and which do not attract payment for overtime, unless otherwise prescribed in this award.

Day worker means a staff member, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 7.00 a.m. and 7.00 p.m. or as negotiated under a local arrangement.

Expected date of birth, in relation to a staff member who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the staff member to give birth as a result of the pregnancy.

Extended leave means extended (long service) leave to which a staff member is entitled under the provisions of Part 6 of the Police Regulation 2000, as amended from time to time.

Flexible Working Hours Agreement means the agreement outlined in clause 20, Flexible Working Hours, applicable to staff members other than a shift worker.

Flexible working hours credit means the time exceeding the contract hours for a settlement period and includes any time carried over from a previous settlement period or periods.

Flexible working hours debit means the contract hours not worked by a staff member and not covered by approved leave during the settlement period, as well as any debit carried over from the previous settlement period or periods.

Flexible Work Practices, Policy and Guidelines means the document negotiated between the Public Employment Office, the Labor Council of New South Wales and affiliated unions which enables staff members to rearrange their work pattern.

Flex leave means a period of leave available to be taken by a staff member working under the Flexible Working Hours Agreement outlined in clause 20 of this award.

Full day means the standard full time contract hours for the day, i.e., seven or eight hours depending on the classification of the staff member.

Full pay or half pay means the staff member's ordinary rate of pay or half the ordinary rate of pay respectively.

Full-time contract hours means the standard weekly hours, that is, 35 or 38 hours per week, depending on the classification, required to be worked as at the date of this award.

Full-time position means a position which is occupied, or if not for being vacant, would be occupied, by a full-time staff member.

Full-time staff member means a staff member whose ordinary hours of duty are specified as such in a formal industrial instrument or whose contract hours are equivalent to the full-time contract hours for the job classification.

Government accommodation means accommodation owned, leased or arranged by the Government where a staff member may be directed to reside for a specified period of time.

Half day means half the standard contract hours for the day.

Headquarters means the centre(s) to which a staff member is attached or from which a staff member is required to operate on a long-term basis.

Industrial action means industrial action as defined in the *Industrial Relations Act 1996*.

Local Arrangement means an agreement reached at the organisational level between the Commissioner and the Association in terms of clause 10, Local Arrangements of this award.

Local holiday means a holiday which applies to a particular township or district of the State and which is not a public holiday throughout the State.

NSW Police means NSW Police as established by the Act.

Normal hours of duty means:

for a staff member working standard hours - the fixed hours of duty, with an hour for lunch, worked in the absence of flexible working hours;

for a staff member working under a flexible working hours scheme or local arrangement negotiated under clause 10, Local Arrangements - the hours of duty the Commissioner requires a staff member to work within the bandwidth specified under the flexible working hours scheme or local arrangement.

Normal work means, for the purposes of subclause (xi) of clause 9 Grievance and Dispute Settling Procedures of this award, the work carried out in accordance with the staff member's position or job description at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.

Official overseas travel means authorised travel out of Australia by a staff member where the staff member proceeds overseas on official business.

On duty means the time required to be worked for NSW Police. For the purposes of clause 53, Trade Union Activities Regarded as on Duty of this award, on duty means the time off with pay given by NSW Police to the accredited Association delegate to enable the Association delegate to carry out legitimate Association activities during ordinary work hours without being required to lodge an application for leave.

On loan means an arrangement between NSW Police and the Association where a staff member is given leave of absence from the workplace to take up employment with the staff member's Association for a specified period of time during which the Association is required to reimburse NSW Police for the staff member's salary and associated on-costs.

On special leave means the staff member is required to apply for special leave in order to engage in an activity which attracts the grant of special leave in the terms of this award.

Ordinary hourly rate of pay means the hourly equivalent of the annual rate of pay of the classification as set out in the Crown Employees (NSW Police Administrative Officers and Temporary Employees - Salaries 2006) Award.

Overtime means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Commissioner, which, due to its character or special circumstances, cannot be performed during the staff members ordinary hours of duty.

Part-time entitlement, unless specified otherwise in this award, means pro rata of the full-time entitlements calculated according to the number of hours a staff member works in a part-time position or under a part-time arrangement.

Part-time hours means hours which are less than the hours which constitute full-time work under the relevant industrial instrument.

Part-time position means a designated part-time position and, unless otherwise specified, includes any position which is filled on a part-time basis.

Part-time staff member means a staff member whose ordinary hours of duty are specified as part-time in a formal industrial instrument or whose contract hours are less than the full-time hours.

Prescribed ceasing time means, for a staff member working standard hours or rostered shifts the conclusion of daily standard hours or rostered shift for that staff member. For a staff member working under a flexible working hours scheme, prescribed ceasing time means the conclusion of bandwidth of the scheme applying to that staff member.

Prescribed starting time means, for a staff member not working under a flexible working hours scheme, the commencement of standard daily hours or rostered shift of that staff member. For a staff member working under a flexible working hours scheme, prescribed starting time means the commencement of bandwidth of the scheme applying to that staff member.

Public Employment Office or PEO means the Public Employment Office established under Chapter 6 of the *Public Sector Employment and Management Act 2002*.

Public holiday means a day proclaimed under the Banks and *Bank Holidays Act 1912*, as a bank or a public holiday. This definition does not include a Saturday which is such a holiday by virtue of section 15A of that Act, and 1 August or such other day that is a bank holiday instead of 1 August.

Recall to duty means those occasions when a staff member is directed to return to duty outside the staff member's ordinary hours or outside the bandwidth in the case of a staff member working under a flexible working hours scheme.

Regulation means the Police Regulation 2000

Relief staff means staff employed on a temporary basis to provide relief in a position until the return from authorised leave of the substantive occupant or in a vacant position until it is filled substantively.

Residence, in relation to a staff member, means the ordinary and permanent place of abode of the staff member.

Rostered Day Off means, for the purposes of clause 21 Rostered Days Off for 38 Hour week Workers, a day off in a regular cycle at a time operationally convenient.

Seasonal staff means staff employed on a temporary basis for less than three months to meet seasonal demands which cannot be met by staff already employed in NSW Police and which, because of their seasonal nature, do not justify employment of staff on a long-term basis.

Secondment means an arrangement agreed to by the Commissioner, the staff member and another public service Department, a public sector organisation or a private sector organisation which enables the staff member to work in such other organisation for an agreed period of time and under conditions agreed to prior to the commencement of the period of secondment. Secondments under sections 95 & 95A of the *Police Act* will comply with the provisions of staff mobility (section 87 of the Act) and align with the provisions of Sections 86, 88 and 100 of the *Public Sector Employment and Management Act 2002*.

Shift worker - Continuous Shifts means a staff member engaged in work carried out in continuous shifts throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Commissioner.

Shift worker - Non-continuous Shifts means a staff member who is not a day worker or a shift worker - continuous shifts, as defined above.

Short leave means the leave which was available to be granted to staff in the case of pressing necessity and which was replaced by family and community service leave from 20 September 1994.



Staff member means an officer or temporary employee as defined in the Act and that unless otherwise specified in this award, includes both full-time and part-time staff. For the purposes of maternity leave, as set out in clause 70. Parental Leave of this award, staff member means a female staff member.

Standard hours are set and regular hours of operation as determined by the Commissioner in accordance with any direction of the PEO. Standard hours are generally the hours which were in operation prior to the introduction of flexible working hours or have been determined as standard hours for the organisation since the introduction of flexible working hours.

Standby means an instruction given by the Commissioner to a staff member to be available for immediate contact in case of an authorised call-out requiring the performance of duties.

Study leave means leave without pay granted for courses at any level or for study tours during which financial assistance may be approved by the Commissioner, if the activities to be undertaken are considered to be of relevance or value to NSW Police and/or the public service.

Study Time means the time allowed off from normal duties on full pay to a staff member who is studying in a part-time course which is of relevance to NSW Police and/or the public service, as defined in the *Public Sector Employment and Management Act 2002*.

Supervisor means the immediate supervisor or manager of the area in which a staff member is employed or any other staff member authorised by the Commissioner to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.

Temporary Employee means a person employed as a Temporary Employee under the Act to carry out work for a specified period.

Temporary work location means the place at or from which a staff member temporarily performs official duty if required to work away from their usual place of work.

Trade Union or Union means a registered trade union, as defined in the *Industrial Relations Act 1996*.

Trade Union Delegate means an accredited Association delegate responsible for his/her workplace; and/or a person who is elected by the Association as its representative, an executive member or a member of the Association's Council.

Trade Union Official means a person who is employed by the Association to carry out duties of an official in a permanent or temporary capacity, including elected full-time officials and/or staff members placed on loan to the Association for an agreed period of time.

Use of Private Motor Vehicle - Casual rate means the appropriate rate payable in respect of a motor vehicle maintained by the staff member for private purposes but which the staff member may elect to use with the approval of the Commissioner for occasional travel on official business, subject to the allowance paid for such travel not exceeding the cost of travel by public or other available transport.

Use of Private Motor Vehicle - Official business rate means the appropriate rate of allowance payable for the use of a private motor vehicle where such vehicle use is a requirement of the position and where no other transport is available and such use is directed by the Commissioner and agreed to by the staff member or where the staff member is unable to use other transport due to a disability. The official business rate includes a component to compensate a staff member for the necessity of owning and maintaining a car.

Workplace means the whole of the organisation or, as the case may be, a branch or section of the organisation in which the staff member is employed.

Workplace Management means the Commissioner or any other person authorised by the Commissioner to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the organisation or part of the organisation.

#### 4. Application

This award was negotiated between NSW Police and the Association.

#### 5. Conditions of Employment

This award contains the current common conditions of employment as negotiated by NSW Police and the Association.

#### 6. Coverage

The provisions of this award shall apply to Administrative Officers and temporary employees (as specified in the award) as defined in the Act.

#### 7. Statement of Intent

This award aims to consolidate, in the one document, all common conditions of employment of staff employed in NSW Police, to encourage the consultative processes to facilitate, as appropriate, greater flexibility in the workplace and to help ensure that the excess hours, accumulated as a result of NSW Police work requirements, are not forfeited.

#### 8. Work Environment

- (i) Occupational Health and Safety - The parties to this award are committed to achieving and maintaining accident-free and healthy workplaces within NSW Police by:
  - (a) the development of policies and guidelines for NSW Police and, as and when appropriate on Occupational Health, Safety and Rehabilitation;
  - (b) assisting to achieve the objectives of the *Occupational Health and Safety Act 2000* and the Occupational Health and Safety Regulation 2001 by establishing agreed Occupational Health and Safety consultative arrangements within NSW Police 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 NSW Police to achieve these objectives;
  - (c) identifying training strategies for staff members, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
  - (d) developing strategies to assist the rehabilitation of injured staff members;
  - (e) directly involving the Commissioner in the provisions of paragraphs (a) to (d) inclusive of this subclause.
- (ii) Equality in employment - NSW Police is committed to the achievement of equality in employment and the award has been drafted to reflect this commitment.
- (iii) 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*. Management and staff of NSW Police are required to refrain from, or being party to, any form of harassment in the workplace.

#### 9. Grievance and Dispute Settling Procedures

- (i) 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 NSW Police, if required.

- (ii) A staff member 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.
- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Commissioner or delegate.
- (iv) 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.
- (v) If the matter remains unresolved with the immediate manager, the staff member 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 staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Commissioner.
- (vi) The Commissioner may refer the matter to the PEO for consideration.
- (vii) If the matter remains unresolved, the Commissioner shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) A staff member, at any stage, may request to be represented by the Association.
- (ix) The staff member or the Association on their behalf, or the Commissioner may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (x) The staff member, Association, and NSW Police shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

#### **10. Local Arrangements**

- (i) Local arrangements may be negotiated between the Commissioner and the Association in respect of the whole of NSW Police or part of NSW Police in relation to any matter contained in the award.
- (ii) All local arrangements negotiated between the Commissioner and the Association must be:
  - (a) approved in writing by the General Secretary of the Association; and
  - (b) contained in a formal document, such as a co-lateral agreement, a memorandum of understanding, an award, an enterprise agreement or other industrial instrument.
- (iii) Subject to the provisions of subclause (ii) of this clause, nothing in this clause shall prevent the negotiation of local arrangements between the Commissioner and the Association in respect of the provisions contained in clause 23. Flexible Work Practices of this award, where the conditions of employment of any group are such that the application of the standard flex time provisions would not be practicable.

### 11. Working Hours

- (a) The working hours of staff and the manner of their recording, shall be as determined from time to time by the Commissioner in accordance with any direction of the PEO. Such direction will include the definition of full time contract hours as contained in clause 3, Definitions of this award.
- (b) The staff member in charge of a Command/division or branch of NSW Police will be responsible to the Commissioner for the proper observance of hours of work and for the proper recording of such attendance.
- (c) The Commissioner may require a staff member to perform duty beyond the hours determined under subclause (a) of this clause but only if it is reasonable for the staff member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
  - (1) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
  - (2) any risk to staff member's health and safety
  - (3) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
  - (4) the notice (if any) given by the Commissioner regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
  - (5) any other relevant matter.
- (d) The application of hours of work is subject to the provisions of this clause.
- (e) The ordinary hours may be standard or flexible and may be worked on a full time or part-time basis.
- (f) The Commissioner shall ensure that all staff members employed in NSW Police are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

### 12. Part-Time Employment

- (i) General
  - (a) This clause shall only apply to part-time staff members whose conditions of employment are not otherwise provided for in another industrial instrument.
  - (b) Part-time work may be undertaken with the agreement of the Commissioner. Part-time work may be undertaken in a part-time position or under a part-time arrangement.
  - (c) A part-time staff member is to work contract hours less than full-time hours.
  - (d) Unless otherwise specified in the award, part-time staff members receive full time entitlements on a pro rata basis calculated according to the number of hours a staff member works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.
  - (e) Before commencing part-time work, the Commissioner and the staff member must agree upon:
    - (1) the hours to be worked by the staff member, the days upon which they will be worked, commencing and ceasing times for the work, and whether hours may be rostered flexibly;

- (2) whether flexible working hours provisions or standard hours provisions will apply to the part-time staff member; and
  - (3) the classification applying to the work to be performed;
  - (f) The terms of the agreement must be in writing and may only be varied with the consent of both parties.
  - (g) Incremental progression for part-time staff members is the same as for permanent staff members, that is, part-time staff members receive an increment annually.
- (ii) Additional hours
- (a) An employer may request, but not require, a part-time staff member to work additional hours. For the time worked in excess of the staff member's usual hours and up to the normal full-time hours for the classification, part-time staff members may elect to:
    - (1) be paid for additional hours at their hourly rate plus a loading of 4/48ths in lieu of recreation leave; or
    - (2) if working under a Flexible Working Hours scheme under clause 20 of the Award, or a Local Agreement made in accordance with clause 10 of the Award, have the time worked credited as flex time.
  - (b) 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 94. Rate of Payment for Overtime of the Award.

### **13. Morning and Afternoon Breaks**

Staff members may take a 10 minute morning break, provided that the discharge of public business is not affected and, where practicable, they do so out of the view of the public contact areas. Staff members, other than the 38 hour week workers, may also take a 10 minute afternoon break, subject to the same conditions as apply to the morning break.

### **14. Meal Breaks**

Meal breaks must be given to and taken by staff members. No staff member shall be required to work continuously for more than 5 hours without a meal break, provided that:-

- (1) where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the staff member agrees. If the staff member requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and
- (2) where the nature of the work of a staff member or a group of staff members is such that it is not possible for a meal break to be taken after not more than 5 hours, local arrangements may be negotiated between the Commissioner and the Association to provide for payment of a penalty.

### **15. Variation of Hours**

If the Commissioner is satisfied that a staff member is unable to comply with the general hours operating in NSW Police because of limited transport facilities, urgent personal reasons, community or family reasons, the Commissioner may vary the staff member's hours of attendance on a one off, short or long-term basis, subject to the following:

- (1) the variation does not adversely affect the operational requirements;
- (2) there is no reduction in the total number of daily hours to be worked;

- (3) the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
- (4) a lunch break of one hour is available to the staff member, unless the staff member elects to reduce the break to not less than 30 minutes;
- (5) no overtime or meal allowance payments are made to the staff member, as a result of an agreement to vary the hours;
- (6) ongoing arrangements are documented; and
- (7) the Association is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

#### **16. Natural Emergencies and Major Transport Disruptions**

- (a) A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
  - (1) apply to vary the working hours as provided in clause 16. Variation of Hours of this award and/or
  - (2) negotiate an alternative working location with NSW Police; and/or
  - (3) take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.
- (b) In the case of major transport disruptions, provision may be made for a staff member to provide motor vehicle transport in accordance with Clause 37.

#### **17. Notification of Absence from Duty**

- (a) If a staff member is to be absent from duty, other than on authorised leave, the staff member must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.
- (b) If a staff member is absent from duty without authorised leave and does not provide an explanation of the absence to the satisfaction of the Commissioner, the amount representing the period of absence shall be deducted from the staff member's pay.

#### **18. Public Holidays**

- (a) Unless directed to attend for duty by the Commissioner, a staff member is entitled to be absent from duty on any day which is:
  - (1) a public holiday throughout the State; or
  - (2) a local holiday in that part of the State at or from which the staff member performs duty; or
  - (3) a day between Boxing Day and New Year's Day determined by the Commissioner as a public service holiday.
- (b) A staff member, who is required by the Commissioner 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.
- (c) If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

### 19. Standard Working Hours

- (a) Standard hours are set and regular with an hour for lunch and, if worked by the staff member under a flexible working hours scheme, would equal the contract hours required to be worked under the scheme. Standard hours could be full time or part-time.
- (b) Urgent Personal Business - Where a staff member requires to undertake urgent personal business, appropriate leave or time off may be granted by the Commissioner. Where time off has been granted, such time shall be made up as set out in subclause (d) of this clause.
- (c) Late Attendance - If a staff member is late for work, such staff member must either take appropriate leave or, if the Commissioner approves, make the time up in accordance with subclause (d) of this clause.
- (d) Making up of Time - The time taken off in circumstances outlined in subclauses (b) and (c) of this clause must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the staff member and the Commissioner.

### 20. Flexible Working Hours

#### 1. Exclusions

Flexible working hours shall not apply to staff members who work shift work.

#### 2. Statement of Intent

The Association, Staff members and management are committed to fostering flexible work practices under Flexible Working Hours for the benefit of Staff members and the achievement of the organisation's goals. The Association, Staff members and management will work co-operatively to ensure the successful implementation of Flexible Working Hours.

All parties are committed to managing time worked to avoid forfeiture of hours.

#### 3. Statement of Agreed Principles

Decisions regarding working hours and patterns of work will be made by taking into account the following factors:

- (a) The convenience of the Service in terms of:
  - (1) the requirements of a particular work unit
  - (2) the operational requirements of the Service
  - (3) the availability of work
- (b) The personal commitments and needs of the staff members.

#### 4. General

- (a) The contract hours for the twelve week settlement period of Flexible Working Hours are 420. The maximum debit hours that can be carried forwarded from one settlement period to the next is 10 hours, except as otherwise specifically provided within Clause 20.17 of this award. Therefore, the minimum adjusted total of Accrued Work Time (AWT) at the end of any settlement period is 410 hours.
- (b) All absences due to leave will be credited to an employees AWT. Such absences may be for periods as short as 15 minutes, with the appropriate amount of time for the absence being

recorded as AWT on the employees record of attendance and debited to the employees leave records maintained by the Service. A full day absence is equivalent to 7 hours.

- (c) Absences due to industrial action will be managed in accordance with the provision of 6-21.7 of the Personnel Handbook, August 1999.
- (d) Absences using Flexitime or Banked time may be taken in conjunction with recreation leave and may occur on more than one occasion during a settlement period within the limits of Flexible Working Hours.

## 5. Definitions

"Staff member" for the purpose of Flexible Working Hours means all persons permanently or temporarily employed by the NSW Police Service under the *Police Service Act 1990*.

"Accrued Work Time" is all time worked by the employee (except paid overtime) during the settlement period, on any day of the week.

"Bandwidth" is the period during the day when all employees may work and may record and accrue credit for time worked.

"Banked Time" is the terminology given to those hours/days nominated by an employee to be banked at the end of a settlement period. "Core time" is the period during the day when all employees are required to be on duty, unless on authorised leave. The lunch period is not part of core time.

"Flex time" is the terminology given to those periods of time that an employee may absent themselves from work with the approval of their supervisor under Flexible Working Hours during which no time is credited towards the employees Accrued Work Time.

"Joint Consultative Committee" is a forum established under the consultative arrangements agreed upon by the New South Wales Government, the Public Service Association of NSW and the Labour Council of NSW to promote, encourage and facilitate harmonious industrial relations between employers and employees at the workplace or enterprise level.

## 6. Settlement Period and Ordinary Hours.

- (a) The settlement period is twelve weeks. (Previously 4 weeks).
- (b) Ordinary Hours for full time Staff members are 35 hours per week, Monday to Friday. Standard hours are 35 hours per week between 8.30 am and 4.30 pm Monday to Friday.
- (c) Ordinary hours for part-time Staff members are less than 35 hours per week, Monday to Friday.

## 7. Bandwidth

- (a) The standard bandwidth is 7.00 am to 7.00 pm (previously 7.30 am to 6.00 pm), Monday to Friday, during which time normal work can be undertaken.
- (b) By mutual agreement between an employee and their supervisor, the standard bandwidth may be varied to an agreed bandwidth. Prior to the agreement being reached the employee may consult with the Association. The variation to the bandwidth must be in the form of a signed written agreement between both parties. In no case shall the agreed bandwidth exceed 12 hours.
- (c) If approval to work outside the bandwidth is neither sought nor given, then time worked outside the standard or agreed bandwidth is not to be counted towards AWT.



## 8. Core Time

- (a) The standard core time is 9.30 am to 3.00pm (previously 9.30 am to 3.30 pm).
- (b) By mutual agreement between an employee and their supervisor, an employee may work an alternative core time of a minimum 5 -1/2 hour span within the standard or agreed bandwidth, inclusive of a meal break of up to 2 -1/2 hours.
- (c) As outlined at 20.9 (f) below, where employees are directed as to commencing or concluding times, core time will be adjusted accordingly.

## 9. Hours Worked

- (a) An employee may select commencing and concluding times from day to day, subject to the provisions of this Flexible Working Hours Clause.
- (b) Where it appears work is not available, an employee may be directed not to commence duty prior to a specified time, not being a time later than the commencement of standard hours.
- (c) An employee may only accumulate credit hours in excess of the minimum daily contract hours where their supervisor is satisfied that work is available and it is convenient to the Service for the employee to so work.
- (d) All employees are entitled to work a minimum 7 hours on any day. An employee cannot be directed to work less than 7 hours on any day. An employee may be directed to work 7 hours on any day, Monday to Friday.
- (e) An employee may elect to work standard hours. Standard hours will be 7 hours work per day with a 1 hour lunch break, Monday to Friday. The employee, in agreement with the supervisor, may nominate commencing and concluding times for the standard hours.
- (f) Flexible Working Hours recognises the need to provide satisfactory levels of customer service to clients. This includes internal and external clients. In order that a satisfactory level of customer service is provided to clients, where a business unit within the Service can demonstrate a need to provide a level of service between certain hours, employees may be directed to commence work at a time earlier than the standard hours commencing time or to conclude work later than the standard hours finishing time within the standard or agreed bandwidth.
- (g) Employees cannot be directed as to commencing or concluding times in accordance with 20.9 (f) until approval is granted to the business unit by the Manager, Industrial Relations Branch following advice to the Association, and reasonable notice as to commencement. The reasonableness of any direction as to commencing or concluding times under 20.9 (f) above, may be raised with the Joint Consultative Committee.
- (h) Nothing in this agreement shall prevent the Service from requiring an employee to revert to working standard hours where it is evident that the employee is not observing the conditions of Flexible Working Hours.
- (i) Employees may not be directed as to both commencing and concluding times except by way of a direction to work standard hours.

## 10. Weekend Work

- (a) The purpose of this clause is to facilitate at the employees request only, and then only with the approval of the supervisor, the working of ordinary hours on a weekend as a substitute for a weekday or days. Any such arrangement is subject to the provisions of this clause and is not to be used to circumvent the provisions of Clause 20.14. All work directed on weekends is to be paid in accordance with the provisions of Clause 20.14.

- (b) At the request of an employee, and with the approval of their supervisor, an employee may undertake ordinary work on Saturdays and/or Sundays (without the payment of overtime) within the limitations of the standard or agreed bandwidth. The time worked is to be counted towards Accrued Work Time (AWT).
- (c) With the approval of the supervisor, an employee undertaking work on Saturdays and/or Sundays may disregard the core time provisions of this Agreement.
- (d) Where an employee undertakes work on Saturdays and/or Sundays they may, with the approval of their supervisor, absent themselves from duty on a one day for one day basis, on any day or days between Monday and Friday. If a Saturday or Sunday is worked, an employee may absent themselves from duty for one day. If both Saturday and Sunday are worked, an employee may absent themselves from duty for two days, which may be consecutive.
- (e) Absences under the Clause are always subject to the prior approval of the supervisor. Any such day or days taken off under this arrangement will not affect the availability of the number of Flex time days or "Banked" days otherwise available within Flexible Working Hours.
- (f) Employees who with the approval of their supervisor, are desirous of utilising the provisions of this Clause are expected to agree on the application of all of the provisions of this Clause before commencing work on a Saturday and/or Sunday.

#### 11. Lunch Breaks and Meal Breaks Lunch

- (a) Time taken for lunch breaks and meal breaks does not count toward Accrued Work Time.
- (b) No employee shall be required to work more than five (5) consecutive hours without a meal break of at least 30 minutes
- (c) Lunch breaks must be of at least 30 minutes duration with an entitlement of up to one and a half hours (previously 1 hour)
- (d) With the supervisor's prior approval, a longer lunch break may be taken, up to a maximum of 2-1/2 hours. Lunch breaks within the standard bandwidth and core time may be taken between 11.00am and 2.30 pm (previously 11.30 am - 2.30 pm)

#### 12. Flexitime and Banked Time Entitlements

- (a) All staff may take up to 6 Flex time days off in any settlement period. This time may be taken off with other forms of authorised leave including Banked Time. The issue of when Flex time days are taken is subject to the supervisor's approval, consistent with the provisions of Subclause 20.3 of this Agreement. The 6 Flex time days may be taken as either full days or half days or combinations thereof. An employee does not receive credit towards their Accrued Work Time (AWT) when taking Flex time. It is not necessary for an employee to have a credit balance when taking a Flex time day or days.
- (b) All staff may Bank time as "Banked" days subject to the provisions of 20.12 (c). A "Banked" day is equivalent to 7 hours, and the employees AWT will be reduced by this amount for each day banked. A "Banked" day or days may only be banked using hours in excess of 420 for the settlement period. "Banked" days may only be taken as full days. Seven (7) hours will be credited to an employee's AWT when a "Banked" day is utilised for leave.
- (c) An employee may Bank time each settlement period on the following basis:
  - (1) where the Staff member takes up to 6 Flex time days the bank is zero;
  - (2) where the Staff member takes up to 5 Flex time days the possible bank is 1 day;
  - (3) where the Staff member takes up to 4 Flex time days the possible bank is 2 days;

- (4) where the Staff member takes up to 3 Flex time days the possible bank is 3 days;
  - (5) where the Staff member takes less than 3 Flex time days the possible bank is 3 days.
  - (d) Over four or more settlement periods a maximum or equivalent of 12 days may be banked. Employees cannot accumulate more than 12 "Banked" days.
  - (e) "Banked" days may be taken with other forms of authorised leave including Flex time and can be taken in quantities ranging from 1 to 12 days. The issue of when "Banked" days are taken is subject to the supervisor's approval.
  - (f) Subject to 20.12 (c) above, relevant employees and supervisors will make every effort to ensure that a situation does not arise where an employee who has accumulated the maximum 12 "Banked" days, forfeits hours at the end of any settlement period.
13. Accrual of Accrued Work Time (AWT)
- (a) All time worked during the settlement period in accordance with Flexible Working Hours (except paid overtime) will count towards an employees Accrued Work Time (AWT).
  - (b) An employee should have a total AWT of at least 410 hours at the conclusion of a settlement period. The minimum of 410 hours includes all credited AWT and all approved leave, but does not include unused Banked Time.
  - (c) Where AWT is less than 410 hours at the end of a settlement period, an employee will be required to submit a recreation leave form for the amount of shortfall or alternatively they may, subject to 20.13 (d) below, use up 3 "Banked" days to pay off debit hours. Where an employee has no recreation leave available, leave without pay for the amount of time below 410 hours will apply and the LWOP is credited to the AWT total. Where an employee consistently totals 410 hours AWT or less at the end of settlement periods, the Service may require the employee to revert to standard hours.
  - (d) An employee with "Banked" days, and a debit balance in excess of 10 hours at the end of a settlement period, may use 1,2 or 3 "Banked" days to pay off debit hours. Where an employee uses up to 3 "Banked" days to pay off debit hours and accumulated AWT is still less than 410 hours, the provisions of 20.13 (c) will apply.
  - (e) An employee is entitled to accumulate and/or carry forward hours in excess of 420 ordinary hours at the end of a settlement period up to and including 42 hours.
  - (f) Where an employee exceeds 462 hours at the end of a settlement period, and the excess hours are not converted into "Banked" day or days in accordance with 20.13 (g) below, the hours in excess of 462 will be forfeited.
  - (g) Subject to the provisions of 20.12 (b) and 20.12 (c) above, at the end of a settlement period, an employee may convert the hours in excess of 420 into a "Banked" day or days.
  - (h) An employee with AWT at the conclusion of a settlement period that amounts to less than 420 and greater than 410 hours must carry the appropriate debit hours forward to the next settlement period.
14. Work Outside the Standard or Agreed Bandwidth (Overtime)
- (a) The provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2006 will apply and overtime rates will be payable in accordance with this Award.

- (b) Application of overtime under Flexible Working Hours will be as follows:
- (1) If at the direction of the supervisor, an employee works outside the standard or agreed bandwidth, overtime provisions will apply
  - (2) At the direction of the supervisor, an employee may be required to work overtime on a Monday to Friday, provided that the employee has worked a minimum of 7 hours within the standard or agreed bandwidth on that day.
15. Higher Duties Allowance
- (a) The parties agree that the implementation of Flexible Working Hours should not result in additional costs to the Service with regard to the payment of Higher Duties Allowance (HDA).
  - (b) Where an employee performs relief in another position as a result of a "Banked" day or "Banked" days being taken by the incumbent, the relief performed will not attract HDA, nor will it be recognised for the purposes of accruing an entitlement to HDA.
  - (c) Where an employee performs relief in another position as a result of a Flex time day or Flex time days being taken by the incumbent, the relief performed will not attract HDA, nor will it be recognised for the purposes of accruing an entitlement to HDA.
  - (d) Where "Banked" days and/or Flex time days are combined with other absences (ie recreation leave, sick leave, etc), the other absences must be taken as a continuous block. This continuous block will determine an employee's eligibility to claim an HDA.
16. Travelling on Official Business
- (a) Any travel on official business during the standard or agreed bandwidth on a working day shall be treated as time worked for the purposes of Flexible Working Hours.
  - (b) Employees shall be compensated for travelling time outside the standard or agreed bandwidth in accordance with the provisions of Clause 25 of this Award.
17. Disruption of Transport
- (a) Where an employee is delayed or prevented from attending the work place as a result of a transport strike or a major transport delay, the following conditions will apply.
    - (1) The employee may commence or cease duty at any time. Time worked on such days will accumulate in the normal way.
    - (2) Where an employee is unable to attend the work place due to a transport disruption and is unable to work from home or attend another place of work, the employee may take the full day off as an additional Flex time day in the period and may carry the additional hours forward into the following settlement period.
    - (3) An employee affected by transport disruption will not be debited recreation leave or leave without pay if the employee has, as a consequence of the transport delay, accrued less than 410 hours in the settlement period coinciding with the transport disruption. However, the employee must ensure that their adjusted total of AWT is at least 410 hours at the end of the following settlement period.
18. Separation from the Service
- (a) Where a Staff member gives notice or resignation, retirement or transfer to another government department, the supervisor and employee will, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours, including "Banked Time".

- (b) Supervisors will take all reasonable steps to facilitate the elimination of accumulated credit or debit hours by such employees. The provisions relating to Core time may be varied by the supervisor if necessary.
- (c) Officers may be directed by the supervisor, in relation to their hours of attendance, to ensure that AWT is balanced to neither credit nor debit, at the conclusion of their last day of service. Such direction may include the taking of "Banked" or Flex time days.
- (c) Where an employee has an accumulation of debit hours at the completion of the last day of service, the accumulated recreation leave or moneys owing to that employee will be adjusted accordingly.
- (d) Where despite the provisions of this Clause, an employee has an accumulation of credit hours at the completion of the last day of service, then the accumulated credit hours are to be paid to the employee at the current salary rate. However, if requested by the employee and agreed by the new agency, some or all such credit hours may be carried forward to the new agency.

#### 19. Part-Time Staff Members

- (a) Part-time employees may accumulate Accrued Work Time (AWT) and have the same rights to flexible working hours as full-time employees but calculated on a pro-rata hours basis. They may not be required to work more than their contract hours.
- (b) An employee who is employed under a part-time work arrangement which does not require fixed starting or finishing times on all the normal working days may accrue up to the maximum pro-rata accumulated credit and debit entitlements under Flexible Working Hours.
- (c) Contract hours for an employee working under a part-time arrangement shall be calculated on the total number of agreed hours to be worked in a settlement period.
- (d) Pro-rata Flex time entitlements shall be calculated to the nearest half hour on a pro-rata basis. Pro-rata Banked time entitlement shall be calculated to the nearest "Banked" day. When taking either a half or full Flex time day, the additional time to cover the absence could be made up over the settlement period with the supervisor's approval or by taking either recreation or extended leave.
- (e) An employee who elects to change from full-time to part-time work by agreement, may be permitted to exhaust accumulated Flex time entitlements prior to commencing part-time work, or have any existing accumulated credit balance carried over. Future entitlements for Flex time from this accumulated credit hour balance carry over shall be calculated on the basis of fulltime work until exhausted.
- (f) An employee who changes from part-time to full time employment by agreement, may be permitted to exhaust accumulated Flex time entitlements prior to commencing fulltime work, or carry over the entitlement, which until exhausted shall be calculated in accordance with sub-clause 20.19 (d) above.

#### 20. Grievances

The parties shall co-operate in the monitoring of the operation of Flexible Working Hours. Identified operational and administrative problems may be raised either at workplace level through the applicable grievance procedures or through the Joint Consultative Committee.

#### 21. Rostered Days Off for 38 Hour Week Workers

- (a) The provisions of this clause apply only to those staff members who work a 38 hour week and are entitled to a rostered day off in a regular cycle.

- (b) Time for a rostered day off accrues at 0.4 of an hour each 8 hour day.
  - (1) Except as provided in paragraph (2) of this subclause, all paid ordinary working time and paid leave count towards accrual of time for the rostered day off.
  - (2) Limit - When a long period of approved leave is taken, accrual towards a rostered day off applies only in respect of the 4 weeks' period during which the staff member resumes duty.
  - (3) Exception - Notwithstanding the provisions of paragraph (2) of this subclause, where more generous provisions apply to the accrual of rostered days off, such provisions shall continue to apply until renegotiated.
- (c) In the event of unforeseen circumstances or NSW Police operational requirements, the rostered day off may be deferred and taken at a later more suitable time.
- (d) Where seasonal or school vacation considerations affect NSW Police operations, rostered days off may be accrued and taken during a less active period.
- (e) A rostered day off is not to be re-credited if the staff member is ill or incapacitated on a rostered day off.
- (f) Payment of higher duties is not to be made to another staff member for undertaking some or all of the duties of the staff member who is absent on a rostered day off.

## **22. Non-Compliance**

In the event of any persistent failure by a staff member to comply with the hours of duty required to be worked, the Commissioner, shall investigate such non compliance as soon as it comes to notice and shall take appropriate remedial action according to the Commentary and Guidelines on Conduct and Performance Provisions - Part 2.7 of the *Public Sector Employment and Management Act 2002*.

## **23. Flexible Work Practices**

- (a) Nothing in this award shall affect the hours of duty of a staff member who is covered by a written flexible working hours agreement negotiated under the Flexible Work Practices, Policy and Guidelines.
- (b) Flexible working hours agreements negotiated in terms of the NSW Government Flexible Work Practices, Policy and Guidelines after 28 October 1997 shall be subject to the conditions specified in this award and in consultation with the Association.

## **24. Existing Hours of Work Determinations**

Any existing Determinations/Agreements, pursuant to sections 85 and 86 of the Act on local arrangements in respect of the hours of work which operated in NSW Police as at the effective date of this award, shall continue to apply until renegotiated.

## **25. Travelling Compensation - General**

- (a) Any authorised official travel and associated expenses, properly and reasonably incurred by a staff member required to perform duty at a location other than their normal headquarters shall be met by NSW Police.
- (b) The Commissioner shall require staff members to obtain an authorisation for all official travel prior to incurring any travel expense.
- (c) Where available at a particular centre or location, the overnight accommodation to be occupied by staff members 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.

- (d) 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.

## 26. Excess Travelling Time

- (a) Excess Travelling Time - A staff member directed by the Commissioner to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters is entitled to apply and to be compensated for such time either by:

- (1) Payment calculated in accordance with the provisions contained in this clause; or
- (2) If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business.

- (b) Compensation under paragraphs (1) or (2) of subclause (a) of this clause, shall be subject to the following conditions:

- (1) On a non-working day - subject to the provisions of subclauses (c)(4), (5), (6) and (7) all time spent travelling on official business;
- (2) On a working day - subject to the provisions of subclause (c) of this clause, all time spent travelling on official business outside the usual hours of duty,

provided the period for which compensation is being sought is more than a half an hour on any one day.

- (c) Compensation for excess travelling time shall exclude the following:

- (1) Time normally taken for the periodic journey from home to headquarters and return;
- (2) Any periods of excess travel of less than 30 minutes on any one day;
- (3) Travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to undertaken;
- (4) Time from 11.00p.m. on one day to 7.30a m. on the following day if sleeping facilities have been provided.
- (5) Travel not undertaken by the most practical available route and by the most practical and economic means of transport;
- (6) Working on board ship where meals and accommodation are provided;
- (7) Any travel undertaken by a member of staff whose salary includes an all incidents of employment component;
- (8) Travel overseas.
- (9) For staff members under Flexible Working Hours any travel on official business during the standard or agreed bandwidth on a working day shall be treated as time worked.

- (d) Payment - Payment for travelling time calculated in terms of this clause shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:

$$\frac{\text{Annual salary}}{1} \quad \times \quad \frac{5}{260.89} \quad \times \quad \frac{1}{\text{Normal hours of work}}$$

- (e) 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.

- (f) Staff members whose salary is in excess of the maximum rate for Clerk, Grade 5 shall be paid travelling time or waiting time calculated at the maximum rate for Clerk, Grade 5 plus \$1.00 per annum, as adjusted from time to time.
- (g) Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

### **27. Waiting Time**

When a staff member travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or headquarters and such time is outside the normal hours of duty, the waiting time shall be treated and compensated for in the same manner as excess travelling time pursuant to clause 26. Excess Travelling Time.

### **28. Meal Expenses on One-Day Journeys**

- (a) A staff member who is authorised by the Commissioner to undertake a one-day journey on official business which does not require the staff member to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Item 1 - Allowances of Table 1 of Part B Monetary Rates for:-
  - (1) Breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
  - (2) An evening meal when required to travel until or beyond 6.30 p.m.; and
  - (3) Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the staff member's normal headquarters at the time of taking the normal lunch break.

### **29. Travelling Allowances When Staying in Non-Government Accommodation**

- (1) Subject to subclause (8), a staff member who is required by the Commissioner to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the staff member's residence in order to perform the work.
- (2) For the first 35 days, the payment shall be either:
  - (a) The appropriate rate of allowance specified in Item 2 of Table 1 - Allowances of Part B Monetary Rates for every period of 24 hours absence by the staff member from their residence; and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR
  - (b) If the staff member elects, actual expenses, properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 1 - Allowances of Part B Monetary Rates.
- (3) Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies the Commissioner that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.
- (4) Where a staff member is unable to so satisfy the Commissioner, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- (5) After the first 35 days - If a staff member is required by the Commissioner to work in the same temporary work location for more than 35 days, such staff member shall be paid the appropriate rate of allowance as specified in Item 2 of Table 1 - Allowances of Part B Monetary Rates.



- (6) Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause (5) of this clause, NSW Police could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by a staff member working from a temporary work location.
- (7) The return of a staff member to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.
- (8) This clause does not apply to staff members who are on an employee initiated secondment arrangement in accordance with section 95 and/or 95A of the Act.

### **30. Travelling Allowances When Staying in Government Accommodation**

When a staff member working from a temporary work location is provided with accommodation by the Government, the staff member shall be entitled to claim the incidental expenses allowance set out in Item 3 of Table 1 of Part B Monetary Rates for the same period. If meals are not provided by the Government at the temporary work location, the staff member shall be entitled to claim also the reimbursement of any meal expenses properly and reasonably incurred during the time spent at the temporary work location.

### **31. Restrictions on Payment of Travelling Allowances**

- (a) An allowance under clause 29, Travelling Allowance when Staying in Non Government Accommodation or clause 30, Travelling Allowances when staying in Government Accommodation is not payable in respect of:
  - (1) Any period during which the staff member returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;
  - (2) Any period of leave, except with the approval of the Commissioner or as otherwise provided by this clause; or
  - (3) Any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.
- (b) A staff member who is in receipt of an allowance under clause 29, Travelling Allowance when Staying in Non Government Accommodation or clause 30, Travelling Allowances when staying in Government Accommodation, shall be entitled to an allowance under clause 29, in the following circumstances:
  - (1) When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the staff member's residence; and for the return journey from the staff member's residence to the temporary work location, or
  - (2) When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the staff member's residence or to take up duty at another temporary work location;

but is not entitled to any other allowance in respect of the same period.

### **32. Increase Or Reduction in Payment of Travelling Allowances**

Where the Commissioner is satisfied that a travelling allowance is:

- (1) Insufficient to adequately reimburse the staff member for expenses properly and reasonably incurred, a further amount may be paid to reimburse the staff member for the additional expenses incurred; or
- (2) In excess of the amount which would adequately reimburse the staff member for expenses properly and reasonably incurred, the allowance may be reduced to an amount which would reimburse the staff member for expenses incurred properly and reasonably.

### 33. Production of Receipts

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

### 34. Travelling Distance

The need to obtain overnight accommodation shall be determined by the Commissioner having regard to the safety of the staff member or members travelling on official business and local conditions applicable in the area. Where staff members are required to attend conferences or seminars which involve evening sessions or staff members are required to make an early start at work in a location away from their normal workplace, overnight accommodation shall be appropriately granted by the Commissioner.

### 35. Camping Allowances

- (a) Except as provided in an Award, Agreement or Determination, payment of the camping allowance applies to a staff member who is:-
  - (1) In receipt of a camping equipment allowance under clause 39, Camping Equipment Allowance; or
  - (2) Provided with camping equipment by NSW Police; or
  - (3) Reimbursed by NSW Police for the cost of hiring camping equipment.
- (b) When required to camp in connection with the performance of official duties, a staff member shall be paid an allowance for the expenses incurred in camping as follows:-
  - (1) The daily rate specified in Item 4 of Table 1 of Part B Monetary Rates for all expenses; and
  - (2) Where required to camp for more than 40 nights in any calendar year - that daily rate plus the additional rate for that year as specified in Item 4 of Table 1 - Allowances of Part B of Monetary Rates.
- (c) Where the Commissioner is satisfied that it was not reasonable in the circumstances for the staff member to camp, a staff member who is entitled to camping allowance shall be paid a travelling allowance under either Clause 29 or Clause 30, whichever is appropriate, instead of the camping allowance.
- (d) A staff member who is paid a remote areas allowance under clause 40 Allowance for Living in a Remote Area of this award is entitled to continue to receive that allowance while receiving a camping allowance.

### 36. Composite Allowance

- (a) The rate of the allowance under this clause shall be the daily rate for all expenses as shown in Item 5 of Table 1 - Allowances of Part B Monetary Rates.
- (b) In order to be paid the composite allowance under this clause, the staff member shall submit to the Commissioner an election each 12 months. If the election is not made by the staff member or not approved by the Commissioner, travelling or camping allowances under Clauses 29, 30 or 35, whichever is appropriate, shall apply.
- (c) An election under subclause (b) of this clause is revocable 12 months after it is made, unless the staff member changes classification.
- (d) A staff member who elects to receive the composite allowance is entitled to payment of the allowance, regardless of whether they are required to camp, or are residing temporarily in hotels, motels or other fixed establishments in order to perform official duties in the field (except as provided in subclause (e)).

- (e) On occasions when a staff member receiving a composite allowance is provided with accommodation by the Government, the allowance ceases. The incidental expenses allowances and reimbursement for any meal expenses properly and reasonably incurred and not provided by the Government are to be paid in accordance with clause 30, Travelling Allowances when staying in Government Accommodation
- (f) The amount of composite allowance payable per hour for a portion of a day is in all cases 1/24th of the appropriate daily rate. When the time taken is a fraction of an hour, periods of less than a half hour are disregarded while periods between a half hour and 1 hour are counted as 1 hour (that is, the time is rounded to the nearest hour).
- (g) A staff member who receives a composite allowance is entitled to the camping equipment allowance if the Commissioner certifies that it is necessary for the staff member to provide camping equipment at personal expense.

### **37. Allowance Payable for Use of Private Motor Vehicle**

- (a) The Commissioner may authorise a staff member to use a private motor vehicle for work where:
  - (1) Such use will result in greater efficiency or involve NSW Police in less expense than if travel were undertaken by other means; or
  - (2) Where the staff member is unable to use other means of transport due to a disability.
- (b) There shall be different classes of allowance payable for the use of a private motor vehicle for work. The appropriate rate of the Motor vehicle allowance - casual rate of allowance or the Motor vehicle allowance - official business rate of allowance, as defined in clause 3, Definitions of this award, shall be paid depending on the circumstances and the purpose for which the vehicle is used.
- (c) A staff member who, with the approval of the Commissioner, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 6 of Table 1 of Part B Monetary Rates for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause (d) of this clause.
- (d) Deduction from allowance
  - (1) Except as otherwise specified in this award, a staff member shall bear the cost of ordinary daily travel by private motor vehicle between the staff member's residence and headquarters 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.
  - (2) In this subclause "headquarters" means the administrative headquarters to which the staff member is attached or from which the employee is required to operate on a long term basis or the designated headquarters per (3) below.
  - (3) Designated headquarters
    - (i) Where the administrative headquarters of the staff member to which they are attached is not within the typical work area in which the staff member 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.
    - (ii) A staff member'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.
  - (4) On days when a staff member uses a private vehicle for official business and travels to and from home, whether or not the staff member 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

staff member's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.

- (5) Where a headquarters has been designated per 3 (i) above and the staff member 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.
- (6) Deductions are not to be applied in respect of days characterised as follows.
- (i) When staying away from home overnight, including the day of return from any itinerary.
  - (ii) 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.
  - (iii) When the employee uses the vehicle for official business after normal working hours.
  - (iv) When the monthly claim voucher shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this sub-paragraph is exclusive of, and not in addition to, days referred to in (i), (ii) and (iii) above.
  - (v) When the employee buys a weekly or other periodical rail or bus ticket, provided NSW Police is satisfied that:
    - at the time of purchasing the periodical ticket the employee did not envisage the use of their private motor vehicle on approved official business;
    - the periodical ticket was in fact purchased; and
    - in regard to train travellers, no allowance is to be paid in respect of distance between the staff member's home and the railway station or other intermediate transport stopping place.
- (e) The staff member must have in force in respect of a motor vehicle used for work, in addition to any policy required to be affected 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 Commissioner.
- (f) Expenses such as tolls etc. shall be refunded to staff members where the charge was incurred during approved work related travel.
- (g) Where a staff member tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the staff member shall be entitled to an additional allowance as prescribed in Item 6 of Table 1 - Allowances of Part B Monetary Rates.
- (h) Use of private motor vehicle during a public transport disruption
- (1) A staff member who, during a public transport disruption, provides private motor vehicle transport to two or more other staff members (preferably from NSW Police) is, with the Commissioner's approval, entitled to a motor vehicle allowance at the casual rate minus an amount for any travel as described in subclause (d) of this clause
    - (i) if the staff member is designated essential by NSW Police and has to use their own private motor vehicle to get to and from work, or
    - (ii) if one or more of the other staff members carried is designated essential, and if the vehicle approved for use is comprehensively insured in accordance with subclause (e).

- (2) In the case of a motorcycle or motor scooter, half the normal motorcycle and scooter allowance may be paid, as long as the vehicle transports one other staff member and is comprehensively insured in accordance with subclause (e).
- (3) In respect of staff members who are ordinarily authorised to use their private vehicle on official business, the Commissioner should assess authorisations in the light of the disruption to transport.
  - (i) If the Commissioner authorises use of the vehicle on the day, the normal allowance is to be paid, minus an amount for any travel as described in subclause (d) of this clause.
  - (ii) If the Commissioner authorises the use of the vehicle on the day and requires the transport to and from work of at least one other essential staff member from NSW Police, then the normal allowance and travel between the staff member's residence and headquarters is to be paid.

### **38. Damage to Private Motor Vehicle Used for Work**

- (a) Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer shall be reimbursed by NSW Police, provided:
  - (1) The damage is not due to gross negligence by the staff member; and
  - (2) The charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.
- (b) Provided the damage is not the fault of the staff member, NSW Police shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:
  - (1) The damage was sustained on approved work activities; and
  - (2) The costs cannot be met under the insurance policy due to excess clauses.

### **39. Camping Equipment Allowance**

- (a) In this clause, "camping equipment" includes instrument and travelling equipment.
- (b) A staff member who provides camping equipment required for the performance of official duties shall be paid a camping equipment allowance at the rate specified in Item 7 of Table 1 - Allowances of Part B Monetary Rates for the expense of providing the equipment.
- (c) A staff member who provides own bedding and sleeping bag while camping on official business, shall be paid an additional allowance at the rate specified in Item 7 of Table 1- Allowances of Part B Monetary Rates.

### **40. Allowance for Living in a Remote Area**

- (a) A staff member shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:
  - (1) Indefinitely stationed and living in a remote area as defined in subclause (b); or
  - (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 (b).
- (b) Grade of appropriate allowance payable under this clause shall be determined as follows:
  - (1) Grade A allowances - the appropriate rate shown as Grade A in Item 8 of Table 1 - Allowances of Part B Monetary Rates 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 paragraphs (2) and (3) of this subclause;

- (2) Grade B allowances - the appropriate rate shown as Grade B in Item 8 of Table 1 - Allowances of Part B Monetary Rates; in respect of the towns and localities of Angledool, Barringun, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;
  - (3) Grade C allowances - the appropriate rate shown as Grade C in Item 8 of Table 1 - Allowances of Part B Monetary Rates in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocoleche, Olive Downs, Tibooburra and Yathong.
- (c) The dependant rate for each grade is payable where
- (1) the staff member has a dependant as defined; and
  - (2) the staff member's dependant(s) resides within the area that attracts the remote area allowance; and
  - (3) the staff member'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.
- (d) For the purposes of this clause dependant is defined as
- (1) the spouse of the staff member (including a de facto spouse);
  - (2) each child of the staff member aged eighteen years or under;
  - (3) each son and daughter of the staff member 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
  - (4) any other person who is part of the staff member's household and who is, in the opinion of the Public Employment Office, substantially financially dependent on the staff member.
- (e) NSW Police temporary employees, such as relief staff, who are employed for short periods are not eligible to receive a remote areas allowance.
- (f) A staff member 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
- (g) A staff member 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:
- (1) the staff member continues in employment; and
  - (2) the dependants continue to reside in the area specified; and
  - (3) military pay does not exceed NSW Police salary plus the remote areas allowance.

If the military salary exceeds NSW Police salary plus the allowance at the dependant rate, the allowance is to be reduced to the non-dependant rate.

**41. Assistance to Staff Members Stationed in a Remote Area When Travelling on Recreation Leave**

- (a) A staff member who:
- (1) Is indefinitely stationed in a remote area of the State of New South Wales situated to the west of the 144th meridian of longitude or such other area to the west of the 145th meridian of longitude as determined by the Public Employment Office; and
  - (2) Proceeds on recreation leave to any place which is at least 480 kilometres by the nearest practicable route from the staff member's work location in that area,
- shall be paid an allowance once in any period of 12 months at the appropriate rate shown in Item 9 of Table 1 - Allowance of Part B Monetary Rates for the additional costs of travel.
- (b) Dependant in this clause has the same meaning as clause 40(d).
- (c) Allowances under this clause do not apply to staff members who have less than three years service and who, at the date of engagement, were resident in the defined area.

**42. Overseas Travel**

Unless the Commissioner determines that a staff member shall be paid travelling rates especially determined for the occasion, a staff member required by NSW Police to travel overseas on official business, shall be paid the appropriate overseas travelling allowance rates as specified in the relevant Premier's Department Circular as issued from time to time.

**43. Exchanges**

- (a) The Commissioner may arrange two way or one way exchanges with other organisations both public and private, if NSW Police or the staff member will benefit from additional training and development which is intended to be used in the carrying out of NSW Police business.
- (b) The conditions applicable to those staff members who participate in exchanges will be determined by the Commissioner according to the individual circumstances in each case (Item 11 of Table 1 - Allowances of Part B Monetary Rates).
- (c) The provisions of this subclause do not apply to the loan of services of staff members to the Association. The provisions of clause 56 Conditions Applying to On Loan Arrangements of this award apply to staff members who are loaned to the Association.

**44. Room at Home Used as Office**

- (a) Where no NSW Police office is provided in a particular location - Where it is impractical to provide an office in a particular location, staff members stationed in such a location may be required to use a spare room at their home as an office. In such cases, NSW Police will be responsible for providing furniture, telephone and other equipment, as required. In addition, an allowance as specified in Item 12 of Table 1 - Allowances of Part B Monetary Rates is payable for the use of a room at home as an office.
- (b) Where an office exists in a particular location - Where a NSW Police office or offices already exist in a particular location but the staff member and the manager agree that the staff member could work from home on a short term or longer term basis, the arrangement shall be negotiated in accordance with the provisions of Flexible Work Practices, Policy and Guidelines. The allowance set out in subclause (a) shall not apply in these circumstances.
- (c) Requirements - Arrangements under subclause (a) or (b) of this clause shall be subject to:
- (1) A formal agreement being reached in respect of the hours to be worked; and

- (2) The occupational health and safety, provision of equipment requirements and any other relevant conditions

Specified in Part 2, Section 7 Working from Home in the Flexible Work Practices, Policy and Guidelines.

#### **45. Semi-Official Telephones**

- (a) Reimbursement of expenses associated with a private telephone service installed at the residence of a staff member shall be made as specified in this clause if the staff member is required to be contacted or is required to contact others in connection with the duties of his/her position in NSW Police, as and when required.
- (b) The service must be located in the staff member's principal place of residence and its telephone number communicated to all persons entitled to have out of hours contact with the staff member.
- (c) The semi-official telephone allowance applies to staff who are required, as part of their duties to:
  - (1) Give decisions, supply information or provide emergency services; and/or
  - (2) Be available for reasons of safety or security for contact by the public outside of normal office hours.
- (d) Unless better provisions already apply to a staff member or a staff member has been provided with an official telephone, reimbursement of expenses under this clause shall be limited to the following:
  - (1) The connection fee for a telephone service, if the service is not already available at the staff member's principal place of residence;
  - (2) The full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
  - (3) The full cost of official local, STD and ISD calls.
- (e) To be eligible for reimbursement, staff must submit their telephone account and a statement showing details of all official calls, including:
  - (1) Date, time, length of call and estimated cost;
  - (2) Name and phone number of the person to whom call was made; and
  - (3) Reason for the call.

#### **46. Flying Allowance**

Staff members, other than those employed to fly aircraft, shall be paid an allowance as specified in Item 14 of Table 1 - Allowances of Part B Monetary Rates when required to work from an in flight situation. The flying allowance payable under this clause shall be paid in addition to any other entitlement for the time actually spent working in the aircraft.

#### **47. Uniforms, Protective Clothing and Laundry Allowance**

- (a) Uniform, etc. provided by NSW Police - A staff member who is required or authorised by the Commissioner to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by NSW Police with such clothing and shall be paid an allowance at the rate specified in Item 15 of Table 1 - Allowances of Part B Monetary Rates for laundering the uniform or protective clothing, unless the staff member is entitled to receive a laundry allowance under another industrial instrument.



- (b) Where payment of the laundry allowance is not appropriate because of the specialised nature of the clothing, the cost of maintaining such clothing shall be met by NSW Police.
- (c) Uniform, etc. provided by the staff member - Where the uniform, protective clothing or other specialised clothing is provided by the staff member, such staff member shall be reimbursed the cost of the uniform, protective clothing or other specialised clothing.

#### **48. Compensation for Damage to Or Loss of Staff Member's Personal Property**

- (a) Where damage to or loss of the staff member's personal property occurs in the course of employment, a claim may be lodged under the *Workers Compensation Act 1987* and/or under any insurance policy of NSW Police covering the damage to or loss of the personal property of the staff member.
- (b) If a claim under subclause (a) of this clause is rejected by the insurer, the Commissioner may compensate a staff member for the damage to or loss of personal property, if such damage or loss:
  - (1) Is due to the negligence of NSW Police, another staff member, or both, in the performance of their duties; or
  - (2) Is caused by a defect in a staff member's material or equipment; or
  - (3) Results from a staff member's protection of or attempt to protect NSW Police property from loss or damage.
- (c) Compensation in terms of subclause (b) of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Commissioner may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- (d) For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the staff member's duties.
- (e) Compensation for the damage sustained shall be made by NSW Police where, in the course of work, clothing or items such as spectacles, hearing aids, etc, are damaged or destroyed by natural disasters or by theft or vandalism.

#### **49. Garage and Carport Allowance**

- (a) Where a staff member garages a NSW Police vehicle in their own garage or carport and the use of the garage or carport is considered essential by the Commissioner, such staff member shall be paid an appropriate rate of allowance as specified in Item 16 of Table 1 - Allowances of Part B, Monetary Rates.
- (b) Payment of the garage or carport allowance shall continue during periods when the staff member is absent from headquarters.

#### **50. Community Language Allowance Scheme**

- (a) Staff members who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such staff members are not:
  - (1) Employed as interpreters and translators; and
  - (2) Employed in those positions where particular language skills are an integral part of essential requirements of the position,

shall be paid an allowance as specified in Item 17 of Table 1 - Allowances of Part B Monetary Rates, subject to subclauses (b) and (c).

- (b) The base level of the CLAS is paid to staff members who:
- (1) are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and
  - (2) have passed an examination administered by the Community Relations Commission.
- (c) The higher level of CLAS is paid to staff members who meet the requirements for the base level of payment and:
- (1) are regularly required to meet high levels of customer demand involving a regular pattern of usage of the staff member's language skills, as determined by the Commissioner; or
  - (2) have achieved qualifications of NAATI interpreter level or above. This recognises that staff with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness.

### **51. First Aid Allowance**

- (a) A staff member appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such staff member as specified in Item 18 of Table 1 - Allowances of Part B Monetary Rates.
- (b) The First Aid Allowance - Basic Qualifications rate will apply to a staff member appointed as a First Aid Officer who holds a St John's Ambulance Certificate or equivalent qualifications (such as the Civil Defence or the Red Cross Society's First Aid Certificates) issued within the previous three years,
- (c) The Holders of current Occupational First Aid Certificate Allowance rate will apply to a staff member appointed as a First Aid Officer who:
- (1) is appointed to be in charge of a First-Aid room in a workplace of 200 or more staff members (100 for construction sites); and
  - (2) holds an Occupational First-Aid Certificate issued within the previous three years.
- (d) The First Aid Allowance shall not be paid during extended leave or any other continuous period of leave which exceeds four weeks.
- (e) When the First Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff member shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- (f) First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training staff members who do not already possess qualifications and who need to be trained to meet NSW Police needs, and the cost of retraining First Aid Officers, are to be met by NSW Police.

### **52. Review of Allowances Payable in Terms of This Award**

Adjustment of Allowances - Allowances contained in this award shall be reviewed as follows:

- (a) Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO).
- (1) Clause 28. Meal Expenses on one day journeys;
  - (2) Clause 29. Travelling Allowances when staying in Non Government Accommodation;
  - (3) Clause 30. Travelling Allowances when staying in Government Accommodation;
  - (4) Clause 93. Overtime meal allowances.

- (b) Allowances payable in terms of clauses listed in this paragraph shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):
- (1) Clause 35. Camping Allowances;
  - (2) Clause 36. Composite Allowance;
  - (3) Clause 37. Allowances payable for use of private motor vehicle;
  - (4) Clause 39. Camping Equipment Allowance;
  - (5) Clause 40. Allowance for living in a remote area;
  - (6) Clause 41. Assistance to staff members stationed in a remote area when travelling on recreation leave;
  - (7) Clause 44. Room at Home used as Office;
  - (8) Clause 47 Uniforms, protective clothing and Laundry Allowance
  - (9) Clause 49. Garage and Carport Allowance.
- (c) Allowances payable in terms of clauses listed in this paragraph shall continue to be subject to a percentage increase under an Award, Agreement or Determination and shall be adjusted on and from the date or pay period the percentage increase takes effect:
- (1) Clause 91. On call (Stand-by) and On call Allowance ;
  - (2) Clause 46. Flying Allowance;
  - (3) Clause 50. Community Language Allowance Scheme;
  - (4) Clause 51. First Aid Allowance.

### 53. Trade Union Activities Regarded as on Duty

An Association delegate will be released from the performance of normal duty with NSW Police when required to undertake any of the activities specified below. While undertaking such activities the Association delegate will be regarded as being on duty and will not be required to apply for leave:

- (a) Attendance at meetings of the workplace's Occupational Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Occupational Health and Safety Committee members at a place of work as provided for in the *Occupational Health and Safety Act, 2000* and the Occupational Health and Safety Regulation 2001.
- (b) Attendance at meetings with workplace management or workplace management representatives;
- (c) A reasonable period of preparation time, before-
  - (1) Meetings with management;
  - (2) Disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and
  - (3) Any other meeting with management,by agreement with management, where operational requirements allow the taking of such time;
- (d) Giving evidence in court on behalf of the employer;
- (e) Appearing as a witness before the Government and Related Employees Appeal Tribunal;
- (f) Representing the Association at the Government and Related Employees Appeal Tribunal as an advocate or as a Tribunal Member;
- (g) Presenting information on the Association and Association activities at induction sessions for new staff of NSW Police; and

- (h) Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

#### **54. Trade Union Activities Regarded as Special Leave**

The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:-

- (a) Annual or biennial conferences of the Association;
- (b) Meetings of the Association 's Executive, Committee of Management or Councils;
- (c) Annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- (d) Attendance at meetings called by the Unions NSW and or PEO involving the Association which requires attendance of a delegate;
- (e) Attendance at meetings called by the Commissioner, as the employer for industrial purposes, as and when required;
- (f) Giving evidence before an Industrial Tribunal as a witness for the Association;
- (g) Reasonable travelling time to and from conferences or meetings to which the provisions of clauses 54, 55 and 56 apply.

#### **55. Trade Union Training Courses**

The following training courses will attract the grant of special leave as specified below:-

- (a) Accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members. The provider(s) of accredited OH&S training courses and the conditions, on which special leave for such courses will be granted, shall be negotiated between the Commissioner and the Association under a local arrangement pursuant to clause 10, Local Arrangements of this award.
- (b) Courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
  - (1) The operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
  - (2) Payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
  - (3) All travelling and associated expenses being met by the staff member or the Association;
  - (4) Attendance being confirmed in writing by the Association or a nominated training provider.

#### **56. Conditions Applying to on Loan Arrangements**

Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:

- (a) Meetings interstate or in NSW of a Federal nature to which an Association member has been nominated or elected by the Association:-
  - (1) As an Executive Member; or
  - (2) A member of a Federal Council; or
  - (3) Vocational or industry committee.
- (b) Briefing counsel on behalf of the Association;
- (c) Assisting Association officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association;
- (d) Country tours undertaken by a member of the executive or Council of the Association;
- (e) Taking up of full time duties with the Association if elected to the office of President, General Secretary or to another full time position with the Association.
- (f) Financial Arrangements - The following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association:-
  - (1) The NSW Police will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;
  - (2) The NSW Police will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.
  - (3) Agreement with the Association on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Commissioner and the Association.
- (g) Recognition of "on loan" arrangement as service - On loan arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave and for incremental progression.
- (h) Limitation - On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association shall approach the Commissioner in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
- (i) Where the Commissioner and the Association cannot agree on the on loan arrangement, the matter is to be referred to the PEO for determination after consultation with the Commissioner and the Association.

#### **57. Period of Notice for Trade Union Activities**

The Commissioner must be notified in writing by the Association or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other accredited activity is known.

#### **58. Access to Facilities By Trade Union Delegates**

The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Association activities:

- (a) Telephone, facsimile and, where available, E-mail facilities;
- (b) A notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;

- (c) Workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

### **59. Responsibilities of the Trade Union Delegate**

Responsibilities of the Association delegate are to:

- (a) Establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
- (b) Participate in the workplace consultative processes, as appropriate;
- (c) Follow the dispute settling procedure applicable in the workplace;
- (d) Provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;
- (e) Account for all time spent on authorised Association business;
- (f) When special leave is required, to apply for special leave in advance;
- (g) Distribute Association literature/membership forms, under local arrangements negotiated between the Commissioner and the Association; and
- (h) Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

### **60. Responsibilities of the Trade Union**

Responsibilities of the Association are to:

- (a) Provide written advice to the Commissioner about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
- (b) Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in subclause (c) of clause 61, Responsibilities of Workplace Management;
- (c) Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
- (d) Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
- (e) Apply to the Commissioner well in advance of any proposed extension to the "on loan" arrangement;
- (f) Assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and
- (g) Advise employer of any leave taken by the Association delegate during the on loan arrangement.

### **61. Responsibilities of Workplace Management**

Where time is required for Association activities in accordance with this clause the responsibilities of the workplace management are to:

- (a) Release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;

- (b) Advise the workplace delegate of the date of the next induction session for new staff members in sufficient time to enable the Association to arrange representation at the session;
- (c) Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- (d) Where possible, to provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;
- (e) Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
- (f) Where an Association activity provided under this clause needs to be undertaken on the Association delegate's rostered day off or during an approved period of flex leave, to apply the provisions of subclause (e) of this clause;
- (g) To continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
- (h) To verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- (i) If the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, to consult with the Association before taking any remedial action.

#### **62. Right of Entry Provisions**

The right of entry provisions shall be as prescribed under the *Occupational Health and Safety Act 2000* and the *Industrial Relations Act 1996*.

#### **63. Travelling and Other Costs of Trade Union Delegates**

- (a) Except as specified in subclause (c) of clause 61. Responsibilities of Workplace Management of this award, all travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- (b) In respect of meetings called by the workplace management in terms of subclause (c) of clause 61. Responsibilities of Workplace Management of this award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clauses 25, 28, 29, 30 or 31 of this award.
- (c) No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from NSW Police or the PEO, in respect of Association activities covered by special leave or on duty activities provided for in this clause.
- (d) The on loan arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on NSW Police by the Association or the staff member.

#### **64. Industrial Action**

- (a) Provisions of the *Industrial Relations Act 1996* shall apply to the right of Association members to take lawful industrial action (Note the obligations of the parties under Clause 9, Grievance and Dispute Settling procedures).
- (b) There will be no victimisation of staff members prior to, during or following such industrial action.

**65. Consultation and Technological Change**

- (a) There shall be effective means of consultation, as set out in the Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between management and Association.
- (b) The NSW Police management shall consult with the Association prior to the introduction of any technological change.

**66. Deduction of Trade Union Membership Fees**

- (a) At the staff member's election, the Commissioner shall provide for the staff member's Association membership fees to be deducted from the staff member's pay and ensure that such fees are transmitted to the staff member's Association at regular intervals. Alternative arrangements for the deduction of Association membership fees may be negotiated between the Commissioner and the Association in accordance with clause 10, Local Arrangements of this award.

**67. Leave - General Provisions**

- (a) The leave provisions contained in this Award apply to all staff members other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Commissioner and the Association in terms of clause 10, Local Arrangements of this award.
- (b) Unless otherwise specified, part-time staff members will receive the paid leave provisions of this award on a pro rata basis, calculated according to the number of hours worked per week.
- (c) Unless otherwise specified in this award a temporary employee employed under Sections 90 and 91 of the Act is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment in the Public Service, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
- (d) Where paid and unpaid leave is available to be granted in terms of this award, paid leave shall be taken before unpaid leave.

**68. Absence from Work**

- (a) A staff member must not be absent from work unless reasonable cause is shown.
- (b) If a staff member is to be absent from duty because of illness or other emergency, the staff member shall notify or arrange for another person to notify the supervisor as soon as possible of the staff member's absence and the reason for the absence.
- (c) If a satisfactory explanation for the absence, is not provided, the staff member will be regarded as absent from duty without authorised leave and the Commissioner shall deduct from the pay of the staff member the amount equivalent to the period of the absence.
- (d) The minimum period of leave available to be granted shall be one hour, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.
- (e) Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.

**69. Applying for Leave**

- (a) An application by a staff member for leave under this Award shall be made to and dealt with by the Commissioner.



- (b) The Commissioner, shall deal with the application for leave according to the wishes of the staff member, if the operational requirements of NSW Police permit this to be done.

#### 70. Parental Leave

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

- (a) Maternity leave shall apply to a staff member who is pregnant and, subject to this clause the staff member shall be entitled to be granted maternity leave as follows:
- (1) For a period up to 9 weeks prior to the expected date of birth; and
  - (2) For a further period of up to 12 months after the actual date of birth.
  - (3) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- (b) Adoption leave shall apply to a staff member adopting a child and who will be the primary care giver, the staff member shall be granted adoption leave as follows:
- (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
  - (2) For such period, not exceeding 12 months on a full-time basis, as the Commissioner may determine, if the child has commenced school at the date of the taking of custody.
  - (3) Special Adoption Leave - A staff member shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flex time or family and community service leave.
- (c) Where maternity or adoption leave does not apply; "other parent" leave is available to male and female staff, who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- (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;
  - (2) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph (1) of this subclause. 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.
- (d) A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of 14 weeks, a staff member 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 staff member:
- (1) Applied for parental leave within the time and in the manner determined set out in subclause (i) of this clause; and
  - (2) Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
  - (3) Payment for the maternity, adoption or short other parent leave may be made as follows:
    - (i) in advance as a lump sum; or
    - (ii) fortnightly as normal; or
    - (iii) fortnightly at half pay; or
    - (iv) a combination of full-pay and half pay.

- (e) Payment for maternity, adoption or other parent leave is at the rate applicable when the leave is taken. A member of staff holding a full time position who is on part time leave without pay when they start parental leave is paid:
- (1) at the full time rate if they began part time leave 40 weeks or less before starting maternity, adoption or other parent leave;
  - (2) at the part time rate if they began part time leave more than 40 weeks before starting maternity, adoption or other parent leave and have not changed their part time work arrangements for the 40 weeks;
  - (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.
- (f) A staff member who has taken no more than 12 months full time maternity, adoption or other parent leave or its part time equivalent is entitled to be paid at their normal rate (ie the rate at which they were paid before proceeding on parental leave) for another period of such leave regardless of whether they resume their normal hours of work before proceeding on leave for another pregnancy or adoption.
- (g) Except as provided in subclauses (d), (e) and (f) of this clause, maternity, adoption or other parent leave shall be granted without pay.
- (h) Right to request
- (1) A staff member who has been granted maternity, adoption or other parent leave in accordance with subclause (a), (b) or (c) may make a request to the Commissioner to:
    - (i) extend the period of unpaid maternity, adoption or other parent leave for a further continuous period of leave not exceeding 12 months;
    - (ii) return from a period of full time maternity, adoption or other parent 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 staff member in reconciling work and parental responsibilities.
  - (2) The Commissioner shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Commissioner's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (i) Notification Requirements
- (1) When NSW Police is made aware that a staff member or their spouse is pregnant, or a staff member's spouse is pregnant or is adopting a child, NSW Police must inform the staff member of their entitlements and their obligations under the Award.
  - (2) A staff member who wishes to take parental leave must notify the Commissioner in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
    - (i) that she/he intends to take maternity, adoption or other parent leave, and
    - (ii) the expected date of birth or the expected date of placement, and
    - (iii) if she/he is likely to make a request under subclause (h).

- (3) At least 4 weeks before a staff member's expected date of commencing maternity, adoption or other parent leave they must advise:
- (i) the date on which the maternity, adoption or other parent leave is intended to start, and
  - (ii) the period of leave to be taken.
- (4) Staff member's request and the Commissioner's decision to be in writing
- The staff member's request and the Commissioner's decision made under 70(h)(1)(i) and 70(h)(1)(ii) must be recorded in writing.
- (5) A staff member intending to request to return from maternity, adoption or other parent leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Commissioner in writing as soon as practicable and preferably before beginning maternity, adoption or other 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 Commissioner agrees.
- (6) A staff member on maternity leave is to notify NSW Police of the date on which she gave birth as soon as she can conveniently do so.
- (7) A staff member must notify NSW Police as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- (8) A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of NSW Police and any number of times with the consent of NSW Police. In each case she/he must give NSW Police at least 14 days notice of the change unless the Commissioner decides otherwise.
- (j) A staff member has the right to his/her former position
- (1) if she/he has taken approved leave or part time work in accordance with subclause (h), and she resumes duty immediately after the approved leave or work on a part time basis.
- (k) If the position occupied by the staff member immediately prior to the taking of maternity, adoption or other parent leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
- (l) A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Commissioner 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.
- (m) A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid maternity, adoption or other parent 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 NSW Police) must be given.
- (n) A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended 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.
- (o) A staff member may elect to take available recreation leave or extended leave within the period of maternity, adoption or other parent leave provided this does not extend the total period of such leave.

- (p) A staff member may elect to take available recreation leave at half pay in conjunction with maternity, adoption or other parent leave subject to:
- (i) accrued recreation leave at the date leave commences is exhausted within the period of maternity, adoption or other parent leave
  - (ii) the total period of maternity, adoption or other parent leave, is not extended by the taking of recreation leave at half pay
  - (iii) When calculating other leave accruing during the period of recreation leave at half pay, the recreation 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
- (q) If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Commissioner, should, in consultation with the member of staff, 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.
- (r) If such adjustments cannot reasonably be made, the Commissioner must grant the staff member 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 which ever is the earlier.
- (s) Communication during maternity, adoption or other parent leave
- (1) Where a staff member is on maternity, adoption or other parent leave and a definite decision has been made to introduce significant change at the workplace, NSW Police shall take reasonable steps to:
    - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing maternity, adoption or other parent leave; and
    - (ii) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing maternity, adoption or other parent leave.
  - (2) The staff member shall take reasonable steps to inform the Commissioner about any significant matter that will affect the staff member's decision regarding the duration of maternity, adoption or other parent leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.
  - (3) The staff member shall also notify the Commissioner of changes of address or other contact details which might affect NSW Police capacity to comply with paragraph (1).

### **71. Extended Leave**

- (a) Extended leave shall accrue and shall be granted to staff members in accordance with the provisions of Part 6 of the Police Regulation, 2000.

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

- (a) The Commissioner shall grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to family responsibilities, performance of community service or emergencies. Where possible, non-emergency appointments or duties should be scheduled or performed outside of normal working hours.

- (b) Such cases may include but not be limited to the following:-
- (1) Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
  - (2) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
  - (3) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;
  - (4) Attending to family responsibilities such as - citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons;
  - (5) Attendance at court by a staff member to answer a charge for a criminal offence, only if the Commissioner considers the granting of family and community service leave to be appropriate in a particular case;
  - (6) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State; and
  - (7) Absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
- (c) The definition of "family" or "relative" in this clause is the same as that provided in subclause 80 (c) (2) of this award.
- (d) The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to a staff member shall be in accordance with paragraph (1) or in accordance with paragraph (2) whichever is the greater.:
- (1) 2½ of the staff member's working days in the first year of service and; on completion of the first year's service, 5 of the staff member's working days in any period of 2 years.; or
  - (2) After the completion of 2 years continuous service, the available family and community service leave is determined by allowing 1 days leave for each completed year of service less the total amount of short leave or family and community service leave previously granted to the staff member.
- (e) If available family and community service leave is exhausted as a result of natural disasters, the Commissioner shall consider applications for additional family and community service leave, if some other emergency arises.
- (f) If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.
- (g) In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with subclause (c) of clause 80. Sick Leave to Care for a Sick Family Member shall be granted when paid family and community service leave has been exhausted.
- (h) The Commissioner may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

**73. Leave Without Pay**

- (a) The Commissioner may grant leave without pay to a staff member if good and sufficient reason is shown.
- (b) Leave without pay may be granted on a full-time or a part-time basis.
- (c) Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member shall be paid for any proclaimed public holidays falling during such leave without pay.
- (d) Where a staff member is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- (e) A staff member who has been granted leave without pay, shall not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Commissioner.
- (f) A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- (g) No paid leave shall be granted during a period of leave without pay.

**74. Military Leave**

- (a) During the period of 12 months commencing on 1 July each year, the Commissioner may grant to a staff member who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the staff member's unit.
- (b) In accordance with the *Defence Reserve Service (Protection) Act 2001 (Cth)*, it is unlawful to prevent a staff member from rendering or volunteering to render, ordinary defence Reserve service.
- (c) Up to 24 working days military leave per year may be granted by the Commissioner to members of the Naval and Military Reserves and up to 28 working days per year to members of the Air Force Reserve for the activities specified in subclause (a) of this clause.
- (d) The Commissioner may grant a staff member special 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.
- (e) A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in sub-clause (c) may be granted Military Leave Top up Pay by the Commissioner.
- (f) Military Leave Top up Pay is calculated as the difference between a staff member's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- (g) During a period of Military Leave Top up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and NSW Police is to continue to make superannuation contributions at the normal rate.
- (h) At the expiration of military leave in accordance with sub-clause (b) or (d), the staff member shall furnish to the Commissioner a certificate of attendance and details of the staff members reservist pay signed by the commanding officer or other responsible officer.

**75. Observance of Essential Religious Or Cultural Obligations**

- (a) A staff member of:
- (1) Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
  - (2) Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations,
- may be granted recreation/extended leave to credit, flex leave or leave without pay to do so.
- (b) Provided adequate notice as to the need for leave is given by the staff member to NSW Police and it is operationally convenient to release the staff member from duty, the Commissioner must grant the leave applied for by the staff member in terms of this clause.
- (c) A staff member of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the Commissioner subject to:
- (1) Adequate notice being given by the staff member;
  - (2) Prior approval being obtained by the staff member; and
  - (3) The time off being made up in the manner approved by the Commissioner.
- (d) Notwithstanding the provisions of subclause (a), (b) and (c) of this clause, arrangements may be negotiated between NSW Police and the Association in terms of clause 10, Local Arrangements of this award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

**76. Recreation Leave**

- (a) Accrual
- (1) Except where stated otherwise in this award, paid recreation leave for full time staff members and recreation leave for staff members working part time, accrues at the rate of 20 working days per year. Staff members working part time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
  - (2) Additional recreation leave, at the rate of 5 days per year, accrues to a staff member, employed in terms of the Police Regulation 2000, 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.
  - (3) Recreation leave accrues from day to day.
- (b) Limits on Accumulation and Direction to take leave
- (1) At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months, except by agreement with the Commissioner in special circumstances.
  - (2) Where the operational requirements permit, the application for leave shall be dealt with by the Commissioner in according to the wishes of the staff member.
  - (3) The Commissioner shall notify the staff member in writing when accrued recreation leave reaches 6 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 of the notification at a time convenient to NSW Police.

- (4) The Commissioner shall notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and 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 NSW Police.
- (c) Conservation of Leave - If the Commissioner is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Commissioner shall:-
- (1) Specify in writing the period of time during which the excess shall be conserved; and
  - (2) On the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 weeks' limit.
  - (3) The Commissioner will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.
- (d) Miscellaneous
- (1) Unless a local arrangement has been negotiated between the Commissioner and the Association, recreation leave is not to be granted for a period less than one (1) hour or in other than multiples of one (1) hour.
  - (2) Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to one (1) hour (fractions less than one (1) hour being rounded up).
  - (3) Recreation leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph (4) of this subclause.
  - (4) Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act 1987*; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
  - (5) The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph (4) of this subclause shall be calculated to an exact one (1) hour (fractions less than one (1) hour being rounded down).
  - (6) Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
  - (7) Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - See clause 70, Parental Leave.
  - (8) On cessation of employment, a staff member is entitled to be paid, the money value of accrued recreation leave which remains untaken.
  - (9) A staff member to whom paragraph (8) of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- (e) Death - Where a staff member dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, shall be paid to the staff member's nominated beneficiary.
- (f) Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:-
- (1) To the widow or widower of the staff member; or



- (2) If there is no widow or widower, to the children of the staff member or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
  - (3) If there is no such widow, widower or children, to the person who, in the opinion of the Commissioner was, at the time of the staff member's death, a dependent relative of the staff member; or
  - (4) If there is no person entitled under paragraph (1), (2) or (3) of this subclause to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to the staff member, the payment shall be made to the personal representative of the staff member.
- (g) 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 or payment as provided for in subclauses (g) or (h) respectively of clause 86. Shift Work.
- (h) Recreation leave does not accrue during leave without pay other than
- (1) military leave taken without pay when paid military leave entitlements are exhausted;
  - (2) absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
  - (3) any continuous period of sick leave taken without pay when paid sick leave is exhausted;
  - (4) incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers' Compensation Act 1998*; or
  - (5) periods which when aggregated, do not exceed 5 working days in any period of 12 months.

#### **77. Annual Leave Loading**

- (a) General - Unless more favourable conditions apply to a staff member under another industrial instrument, a staff member, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses (b) to (f) of this clause, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.
- (b) Loading on additional leave accrued - Where additional leave is accrued by a staff member:-
- (1) 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.
  - (2) If stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading shall continue to be paid on a maximum of 4 weeks leave.
- (c) Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of:
- (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 recreation leave; or
  - (2) 17½% annual leave loading.

- (d) **Maximum Loading** - Unless otherwise provided in an Award or Agreement under which the staff member is paid, the annual leave loading payable shall not exceed the amount which would have been payable to a staff member in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk.
- (e) **Leave year** - For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- (f) **Payment of annual leave loading** - Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:
  - (1) Annual leave loading shall be paid on the first occasion in a leave year, other than the first leave year of employment, when a staff member takes at least two (2) consecutive weeks recreation leave. Where a staff member does not have at least 2 weeks recreation leave available, the staff member may use a combination of recreation leave and any of the following: public holidays, flex leave, extended leave, leave without pay, time off in lieu, rostered day off. The staff member shall be paid the annual leave loading for such period, provided the absence is at least 2 weeks.
  - (2) If at least two weeks' leave, as set out in paragraph (1) of this subclause, is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year shall be made to the staff member as at 30 November of the current year.
  - (3) While annual leave loading shall not be paid in the first leave year of employment, it shall be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in paragraph (1) of this subclause, is taken.
- (4) A staff member who has not been paid the annual leave loading for the previous leave year, shall be paid such annual leave loading on resignation, retirement or termination by the employer for any reason other than the staff member's serious and intentional misconduct.
- (5) Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

#### **78. Sick Leave**

- (a) Illness in this clause and in clauses 80 and 81 means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- (b) If the Commissioner is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the Commissioner:
  - (1) Shall grant to the staff member sick leave on full pay; and
  - (2) May grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this Award to sick leave on full pay.
- (c) The Commissioner may direct a staff member to take sick leave if they are satisfied that, due to the staff member's illness, the staff member:
  - (1) is unable to carry out their duties without distress; or
  - (2) risks further impairment of their health by reporting for duty; or
  - (3) is a risk to the health, wellbeing or safety of other staff members, NSW Police clients or members of the public
- (d) **Entitlements**
  - (1) Sick leave on full pay accrues to a staff member at the rate of 15 days each calendar year. Any leave accrued and not utilised accumulates.

- (2) Sick leave on full pay accrues at the beginning of the calendar year. If a staff member is appointed after 1 January, sick leave on full pay accrues on a proportionate basis for the year in which employment commences.
  - (3) A staff member's sick leave entitlement is to be reduced when an aggregate period of 1 months leave without pay is taken during a calendar year. A month is 22 working days.
  - (4) All continuous service as a staff member in the NSW public service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
  - (5) Notwithstanding the provisions of paragraph (4) of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.
  - (6) Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
  - (7) When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
  - (8) Paid sick leave shall not be granted during a period of unpaid leave, except where a staff member is on sick leave without pay extending past 1 January when a new annual grant accrues.
- (e) Payment during the initial 3 months of service - Paid sick leave which may be granted to a staff member, other than a seasonal or relief staff member, in the first 3 months of service shall be limited to 5 days paid sick leave, unless the Commissioner approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- (f) Seasonal or relief staff - No paid sick leave shall be granted to temporary employees who are employed as seasonal or relief staff for a period of less than 3 months.

#### **79. Sick Leave - Requirements for Medical Certificate**

- (a) A staff member absent from duty for more than 3 consecutive working days because of illness must furnish a medical certificate to the Commissioner in respect of the absence.
- (b) A staff member who furnishes a medical certificate covering the latter part of the absence only, may be granted sick leave for the entire period if the Commissioner is satisfied that the reason for the absence is genuine.
- (c) A staff member shall be put on notice in advance if required by the Commissioner to furnish a medical certificate in respect of an absence from duty for 3 consecutive working days or less because of illness.
- (d) If there is any concern about the reason shown on the medical certificate, the Commissioner, after discussion with the staff member, may refer the medical certificate and the staff member's application for leave to the Government Medical Officer for advice.
- (e) The nature of the leave to be granted to a staff member shall be determined by the Commissioner on the advice of the Government Medical Officer.
- (f) If sick leave applied for is not granted, the Commissioner must, as far as practicable, take into account the wishes of the staff member when determining the nature of the leave to be granted.
- (g) A staff member may elect to have an application for sick leave dealt with confidentially by the Government Medical Officer in accordance with the general public service policy on confidentiality, as applies from time to time.

- (h) If a staff member who is absent on recreation leave or extended leave, furnishes to the Commissioner a satisfactory medical certificate in respect of an illness which occurred during the leave, the Commissioner may, subject to the provisions of this clause, grant sick leave to the staff member as follows:-
- (1) In respect of recreation leave, the period set out in the medical certificate;
  - (2) In respect of extended leave, the period set out in the medical certificate if such period is 5 working days or more.
- (i) Subclause (h) of this clause applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.
- (j) The reference in this clause to a medical certificate shall apply, as appropriate, to the certificates of up to one week provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Commissioner's discretion, another registered health services provider. Where the absence exceeds one week, and unless the health provider listed above is also a registered medical practitioner, applications for any further sick leave must be supported by a medical certificate from a registered medical practitioner.

### **80. Sick Leave to Care for a Family Member**

When family and community service leave provided for in clause 72 is exhausted, a staff member with responsibilities in relation to a category of person set out in subclause (c) of this clause who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.

- (a) The sick leave shall initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous 3 years. In special circumstances, the Commissioner may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- (b) If required by the Commissioner, the staff member must establish by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this clause is subject to:
- (1) The staff member being responsible for the care and support of the person concerned; and
  - (2) The person concerned being:-
    - (i) a spouse of the staff member; or
    - (ii) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
    - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the staff member or of spouse or of de facto spouse of the staff member; or
    - (iv) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:

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

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

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

### **81. Sick Leave - Workers' Compensation**

- (a) The Commissioner shall advise each staff member of the rights under the *Workers' Compensation Act* 1987, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- (b) A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the *Workers' Compensation Act* 1987, shall be required to lodge a claim for any such compensation.
- (c) Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Commissioner shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- (d) The Commissioner will ensure that, once received by NSW Police, a staff member's workers compensation claim is lodged by NSW Police with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act* 1987.
- (e) Pending the determination of that claim and on production of an acceptable medical certificate, the Commissioner shall grant sick leave on full pay for which the staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election by accrued recreation leave or extended leave.
- (f) If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim shall be restored to the credit of the staff member.
- (g) A staff member who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the *Workers Compensation Act* 1987 may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the staff member's ordinary rate of pay. Sick leave utilised in this way shall be debited against the staff member.
- (h) If a staff member notifies the Commissioner that he or she does not intend to make a claim for any such compensation, the Commissioner shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- (i) A staff member may be required to submit to a medical examination under the *Workers Compensation Act* 1987 in relation to a claim for compensation under that Act. If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.
- (j) If the Commissioner provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act* 1987 and the *Workplace Injury Management and Workers Compensation Act* 1998 and, without good reason, the staff member fails, to resume or perform such duties, the staff member shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- (k) No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the *Workers Compensation Act* 1987.

- (l) Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:
  - (1) The staff member's claim for workers' compensation;
  - (2) The conduct of a medical examination by a Government or other Medical Officer;
  - (3) A medical certificate issued by the examining Government or other Medical Officer; or
  - (4) Action taken by the Commissioner either under the *Workers Compensation Act 1987* or any other relevant legislation in relation to a claim for workers' compensation, medical examination or medical certificate.

### **82. Sick Leave - Claims Other Than Workers' Compensation**

- (a) If the circumstances of any injury to or illness of a staff member give rise to a claim for damages or to compensation, other than compensation under the Workers Compensation sick leave on full pay may, subject to and in accordance with this clause, be granted to the staff member on completion of an acceptable undertaking that:
  - (1) Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by NSW Police to the staff member; and
  - (2) In the event that the staff member receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the staff member will repay to the NSW Police the monetary value of any such period of sick leave.
- (b) Sick leave on full pay shall not be granted to a staff member who refuses or fails to complete an undertaking, except in cases where the Commissioner is satisfied that the refusal or failure is unavoidable.
- (c) On repayment to NSW Police of the monetary value of sick leave granted to the staff member, sick leave equivalent to that repayment and calculated at the staff member's ordinary rate of pay, shall be restored to the credit of the staff member.

### **83. Special Leave**

- (a) Special Leave - Jury Service
  - (1) A staff member shall, as soon as possible, notify the Commissioner of the details of any jury summons served on the staff member.
  - (2) A staff member who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the Commissioner a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any such period and the details of any payment or payments made to the staff member under section 72 of the *Jury Act 1977* in respect of any such period.
  - (3) When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the Commissioner shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Commissioner shall grant, at the sole election of the staff member, available recreation leave on full pay, flex leave or leave without pay.
- (b) Witness at Court - Official Capacity - When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at Court as a witness in an official capacity shall be paid by NSW Police.

- (c) Witness at Court - Other than in Official Capacity - Crown Witness - A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:
- (1) Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
  - (2) Pay into the Treasury of the State of New South Wales all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
  - (3) Association Witness - a staff member called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction, shall be granted special leave by NSW Police for the required period.
- (d) Called as a witness in a private capacity - A staff member who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available recreation leave on full pay or leave without pay.
- (e) Special Leave - Examinations -
- (1) Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the Commissioner.
  - (2) Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
  - (3) If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the staff member, no further leave is granted for any examination.
- (f) Special Leave - Union Activities - Special leave on full pay may be granted to staff members who are accredited Association delegates to undertake Association activities as provided for in clause 54. Trade Union Activities Regarded as Special Leave of this award.
- (g) Return Home When Temporarily Living Away from Home - Sufficient special leave shall be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member shall be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker before or after rostered days off to return home to spend two days and two nights with the family. If the staff member wishes to return home more often, such staff member may be granted recreation leave, extended leave or flex leave to credit or leave without pay, if the operational requirements allow.
- (h) Return Home When Transferred to New Location - Special leave shall be granted to a staff member who has moved to the new location ahead of dependants, to visit such dependants, subject to the conditions specified in the Crown Employees (Transferred Employees Compensation) Award.
- (i) A staff member who identifies as an Indigenous Australian shall be granted up to one day special leave per year to enable the staff member to participate in the National Aborigines 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 as negotiated between the supervisor and staff member.
- (j) Special Leave - Other Purposes - Special leave on full pay may be granted to staff members by the Commissioner for such other purposes, subject to the conditions specified in the Personnel Handbook at the time the leave is taken.

**84. Staff Development and Training Activities**

- (a) For the purpose of this clause, the following shall be regarded as staff development and training activities:
- (1) All staff development courses conducted by a NSW Public Sector organisation;
  - (2) Short educational and training courses conducted by generally recognised public or private educational bodies; and
  - (3) Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- (b) For the purposes of this clause, the following shall not be regarded as staff development and training activities:
- (1) Activities for which study assistance is appropriate;
  - (2) Activities to which other provisions of this award apply (e.g. courses conducted by the Association); and
  - (3) Activities which are of no specific relevance to the NSW Public Sector.
- (c) Attendance of a staff member at activities considered by the Commissioner to be:
- (1) Essential for the efficient operation of NSW Police; or
  - (2) Developmental and of benefit to NSW public sector
- shall be regarded as on duty for the purpose of payment of salary if a staff member attends such an activity during normal working hours.
- (d) The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of NSW Police:
- (1) Recognition that the staff members are performing normal duties during the course;
  - (2) Adjustment for the hours so worked under flexible working hours;
  - (3) Payment of course fees;
  - (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
  - (5) Payment of overtime where the activity could not be conducted during the staff member's normal hours and the Commissioner is satisfied that the approval to attend constitutes a direction to work overtime under clause 87, Overtime - General of this award.
- (e) The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to NSW Police:
- (1) Recognition of the staff member as being on duty during normal working hours whilst attending the activity;
  - (2) Payment of course fees;



- (3) Reimbursement of any actual necessary expenses incurred by the staff member for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
  - (4) Such other conditions as may be considered appropriate by the Commissioner given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- (f) Where the training activities are considered to be principally of benefit to the staff member and of indirect benefit to the public service, special leave of up to 10 days per year shall be granted to a staff member. If additional leave is required and the Commissioner is able to release the staff member, such leave shall be granted as a charge against available flex leave, recreation/extended leave or as leave without pay.
- (g) Higher Duties Allowance - Payment of a higher duties allowance is to continue where the staff member attends a training or developmental activity whilst on duty in accordance with this clause.

### **85. Study Assistance**

- (a) The Commissioner shall have the power to grant or refuse study time.
- (b) Where the Commissioner approves the grant of study time, the grant shall be subject to:
- (1) The course being a course relevant to NSW Police and/or the public service;
  - (2) The time being taken at the convenience of NSW Police; and
  - (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.
- (c) Study time may be granted to both full and part-time staff members. Part-time staff members however shall be entitled to a pro-rata allocation of study time to that of a full-time staff member.
- (d) Study time may be used for:
- (1) Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
  - (2) Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
  - (3) Private study; and/or
  - (4) Accumulation, subject to the conditions specified in subclauses (f) to (j) of this clause.
- (e) Staff members 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:-
- (1) Face-to-Face - Staff members may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
  - (2) Correspondence - Staff members may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
  - (3) Accumulation - Staff members may choose to accumulate part or all of their study time as provided in subclauses (f) to (j) of this clause.

- (f) Accumulated study time may be taken in any manner or at any time, subject to operational requirements of NSW Police.
- (g) Staff members 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 staff member and NSW Police.
- (h) Where at the commencement of an academic year/semester a staff member elects to accrue study time and that staff member 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.
- (i) Staff members 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.
- (j) Where a staff member 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.
- (k) Staff members studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- (l) Correspondence Courses - Study time for staff members 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.
- (m) 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.
- (n) Repeated subjects - Study time shall not be granted for repeated subjects.
- (o) 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.
- (p) Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- (q) The period granted as examination leave shall include:
  - (1) Time actually involved in the examination;
  - (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 staff member.
- (r) The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- (s) Study Leave - Study leave for full-time study is granted to assist those staff members 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.
- (t) All staff members are eligible to apply and no prior service requirements are necessary.

- (u) Study leave shall be granted without pay, except where the Commissioner approves financial assistance. The extent of financial assistance to be provided shall be determined by the Commissioner according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- (v) Where financial assistance is approved by the Commissioner 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 staff member.
- (w) Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the NSW Police may choose to identify courses or educational programmes of particular relevance or value and establish a NSW Police 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.

### 86. Shift Work

- (a) Shift Loadings - A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:

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

- (b) The loadings specified in subclause (a) of this clause shall only apply to shifts worked from Monday to Friday.
- (c) Weekends and Public Holidays - For the purpose of this clause where a shift is worked past midnight into or on a Saturday, Sunday or Public Holiday, payment is to be made at the rate applicable to the day on which the particular hours are worked.
- (d) 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.
- (e) 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.
- (f) Public Holidays; The following shall apply:
  - (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;
  - (2) A shift worker rostered off duty 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;
- (g) In addition shift workers shall receive the following:
  - (1) For ordinary rostered time worked on a Saturday - ordinary salary and an additional payment at the rate of half time.
  - (2) For ordinary rostered time worked on a Sunday - ordinary salary and an additional payment at the rate of three quarter time.
  - (3) When rostered off on a public holiday - ordinary salary and an additional day's pay.

- (4) When rostered on and works on a public holiday --- ordinary salary and an additional payment at the rate of time and a half.
- (5) Annual leave at the rate of four weeks per year, that is 20 working days plus 8 rest days.
- (6) Additional leave on the following basis:

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

- (7) Where the shift worker retires 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.
- (8) 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 or termination.
- (h) 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 Commissioner.
- (i) 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.
- (j) Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.
- (k) If a shift worker resumes or continues to work without having had eight (8) consecutive hours off duty, the shift worker shall be paid overtime in accordance with clause 88, Overtime Worked by Shift Workers, until released from duty for eight (8) consecutive hours. The shift worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.
- (l) Time spent off duty may be calculated by determining the amount of time elapsed after:
- (1) The completion of an ordinary rostered shift; or
  - (2) The completion of authorised overtime; or
  - (3) The completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.

### **87. Overtime - General**

- (a) A staff member may be directed by the Commissioner to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- (1) The staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,

- (2) Any risk to staff member health and safety,
  - (3) The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
  - (4) The notice (if any) given by the Commissioner regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
  - (5) Any other relevant matter.
- (b) Payment for overtime shall be made only where the staff member works directed overtime.
- (c) Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified in a local arrangement made pursuant to the provisions of clause 10, Local Arrangements of this award provided that, on the day when overtime is required to be performed, the staff member shall not be required by the Commissioner to work more than 7 hours after finishing overtime or before commencing overtime.
- (d) Payment for overtime worked and/or on-call (standby) allowance shall not be made under this clause if the staff member is eligible, under any other industrial instrument, to:
- (1) Compensation specifically provided for overtime and/or on-call (standby) allowance; or
  - (2) Be paid an allowance for overtime and/or on-call (standby) allowance; or
  - (3) A rate of salary which has been determined as inclusive of overtime and/or on-call (standby) allowance.

### **88. Overtime Worked By Shift Workers**

- (a) The following rates are payable for any overtime worked by shift workers and shall be in substitution of and not cumulative upon the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or Public Holiday.
- (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.
  - (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.
  - (3) Sunday - All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.
  - (4) Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.
- (b) 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 duty.
- (c) The rest period off duty 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.
- (d) 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.

**89. Overtime Worked By Day Workers**

- (a) The provisions of this clause shall not apply to:
- (1) Shift workers as defined in clause 3 Definitions of this award and to whom provisions of clause 86 Shift Work and clause 88 Overtime Worked by Shift Workers of this award apply;
  - (2) Staff members covered by formal local arrangements in respect of overtime negotiated between the Commissioner and the Association;
  - (3) Staff members to whom overtime provisions apply under another industrial instrument;
  - (4) Staff members whose salary includes compensation for overtime;
  - (5) Staff members who receive an allowance in lieu of overtime; and
  - (6) Duty Officers, State Emergency Services during flood alerts on weekends and public holidays except as provided in clause 96. Compensation for Additional Hours worked by Duty Officer, State Emergency Services of this clause.
- (b) Rates - Overtime shall be paid at the following rates:
- (1) Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the staff member's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, unless local arrangements negotiated in terms of clause 10, Local Arrangements of this award apply;
  - (2) Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
  - (3) Sundays - All overtime worked on a Sunday at the rate of double time;
  - (4) Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- (c) If a staff member is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the staff member has been granted leave of absence or the absence has been caused by circumstances beyond the staff member's control.
- (d) A staff member 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.
- (e) Rest Periods
- (1) A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
  - (2) Where a staff member, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such staff member shall be paid at the appropriate overtime rate until released from duty. The staff member shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

**90. Recall to Duty**

- (1) A staff member 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.

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

#### **91. On-Call (Stand-By) and on-Call Allowance**

Unless already eligible for an on-call allowance under another industrial instrument, a staff member shall be:

- (a) Entitled to be paid the on call allowance set out in Item 13 of Table 1 - Allowances of Part B Monetary Rates when directed by NSW Police to be on call or on standby for a possible recall to duty outside the staff member's working hours;
- (b) If a staff member who is on call and is called out by NSW Police, the overtime provisions as set out in clause 88. Overtime worked by Shift Workers or clause 89. Overtime worked by Day Workers of this award, whichever is appropriate, shall apply to the time worked;
- (c) 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.

#### **92. Overtime Meal Breaks**

- (a) Staff members not working flexible hours - A staff member required to work overtime on weekdays for an hour and a half or more after the staff member's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- (b) Staff member working flexible hours - A staff member required to work overtime on weekdays beyond 6.00 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- (c) Staff Members Generally - A staff member required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. A staff

member who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

### **93. Overtime Meal Allowances**

- (a) If an adequate meal is not provided by NSW Police, a meal allowance shall be paid by NSW Police at the appropriate rate specified in Item 19 of Table 1 - Allowances of Part B, Monetary Rates, provided the Commissioner is satisfied that:
- (1) the time worked is directed overtime;
  - (2) the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
  - (3) where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and
  - (4) overtime is not being paid in respect of the time taken for a meal break.
- (b) Where an allowance payable under this clause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Commissioner shall approve payment of actual expenses.
- (c) Where a meal was not purchased, payment of a meal allowance shall not be made.
- (d) Receipts shall be provided to the Commissioner or delegate in support of any claims for additional expenses or when the staff member is required to substantiate the claim.
- (e) Notwithstanding the above provisions, nothing in this clause shall prevent the Commissioner and the Association from negotiating different meal provisions under a local arrangement.

### **94. Rate of Payment for Overtime**

A staff member whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Commissioner approves payment for directed overtime at the staff member's salary or, where applicable, salary and allowance in the nature of salary.

### **95. Payment for Overtime Or Leave in Lieu**

- (a) The Commissioner shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of leave in lieu in accordance with subclause (b) of this clause.
- (b) The following provisions shall apply to the leave in lieu:
- (1) The staff member shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment;
  - (2) The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.
  - (3) The leave must be taken at the convenience of NSW Police, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 80. Sick Leave to Care for a Sick Family Member apply.
  - (4) The leave shall be taken in multiples of one (1) hour, unless debiting of leave in hours or in fractions of an hour has been approved in the staff member's section;



- (5) Leave in lieu accrued in respect of overtime worked on days other than public holidays, shall be given by NSW Police and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Commissioner and the Association;
- (6) At the staff member's election, leave in lieu accrued in respect of overtime worked on a public holiday may be added to the staff member's annual leave credits and may be taken in conjunction with annual leave; and
- (7) A staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

#### **96. Compensation for Additional Hours Worked By Duty Officer, State Emergency Services**

The time spent at home as Duty Officer, State Emergency Services during flood alerts on weekends and public holidays, shall be compensated by:

- (a) Payment at the rate of one third of one day's pay for each tour of duty; or
- (b) If so desired by the staff member concerned, the granting of time off in lieu of payment calculated in accordance with clause 95. Payment for Overtime or Leave in Lieu.

#### **97. Calculation of Overtime**

- (a) Unless a minimum payment in terms of subclause (d) of clause 89, Overtime Worked by Day Workers applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
- (b) The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

- (c) The formula for the calculation of overtime at ordinary rates for staff members employed on a seven (7) day basis shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

- (d) To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.
- (e) Overtime is not payable for time spent travelling.

#### **98. Provision of Transport in Conjunction With Working of Overtime**

- (a) For the purpose of this clause, departure or arrival after 8.00p.m will determine whether the provisions of this clause apply.

Departure or arrival after 8.00p.m of a staff member on overtime or a regular or rotating shift roster, does not in itself warrant the provision of transport. It needs to be demonstrated that the normal means of transport, public or otherwise, is not reasonably available and/or that travel by such means of transport places the safety of the staff member at risk.

The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above, rests with administrative units of NSW Police where knowledge of each particular situation will enable appropriate judgements to be made.

## (b) Arrangement of Overtime

Where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that the staff member can use public transport or other normal means of transport to and from work.

## (c) Provision of Taxis

Where a staff member:

ceases overtime duty after 8.00p.m., or

ceases or commences duty performed as part of a regular or rotating roster of shift duty after 8.00p.m.,

and public transport or other normal means of transport is not reasonably available, arrangements may be made for transport home or to be provided by way of taxi.

### 99. Anti-Discrimination

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

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

(c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

(d) Nothing in this clause is to be taken to affect:

(1) Any conduct or act which is specifically exempted from anti-discrimination legislation;

(2) Offering or providing junior rates of pay to persons under 21 years of age;

(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*;

(4) A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

(e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

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

(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."

**99A. Secure Employment**

## (a) Occupational Health and Safety

(i) For the purposes of this subclause, the following definitions shall apply:

- (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

(ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):

- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

(iii) Nothing in this subclause (a) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

## (b) Disputes regarding the application of this clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

(c) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.**100. Existing Entitlements**

The provisions of this award shall not affect any entitlements existing in NSW Police or a section of NSW Police at the time this award is made, if such provisions are better than the provisions contained in this award. Such entitlements are hereby expressly preserved until renegotiated with the Association.

**101. Leave Reserved**

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

**102. Area, Incidence and Duration**

- (a) This award shall apply to Staff Members as defined in the *NSW Police Act 1990*.
- (b) This award will be operative from 9 October 2006 and will remain in place for a period of (3) three years.

**PART B****MONETARY RATES****Table 1 - Allowances****Effective 1 July 2006**

Item No	Clause No	Description	Amount	
1		Meal Expenses on One Day Journeys Capital cities and high cost country centres (see list in item 2)		
		28(1) Breakfast	\$19.60	
		28(2) Dinner	\$37.80	
		28(3) Lunch	\$21.95	
		Tier 2 and other country centres (see list in item 2)		
		28(1) Breakfast	\$17.50	
		28(2) Dinner	\$34.55	
		28(3) Lunch	\$20.05	
		Travelling Allowances When Staying in Non-Govt Accommodation		
		2	29(2)(a)	Capital Cities
Adelaide	\$230.30			
Brisbane	\$235.30			
Canberra	\$208.30			
Darwin	\$222.30			
Hobart	\$198.30			
Melbourne	\$244.30			
Perth	\$220.30			
Sydney	\$252.30			
29(2)(a)	High cost country centres			Per day
	Ballarat (Vic)			\$194.30
	Bendigo (Vic)			\$189.30
	Broome (WA)			\$228.30
	Burnie (Tas)		\$194.30	
	Carnarvon (WA)		\$191.30	
	Christmas Island (WA)		\$214.30	
	Dampier (WA)		\$199.30	
	Devonport (Tas)		\$197.80	
	Exmouth		\$190.30	
Gold Coast (Qld)	\$206.30			
Halls Creek	\$206.30			
Horn Island (QLD)	\$213.30			
Jabiru (NT)	\$284.30			
Kalgoorlie (WA)	\$196.30			
Karratha (WA)	\$260.30			

		Kununurra (WA)	\$207.30
		Launceston (TAS)	\$190.30
		Newcastle (NSW)	\$195.80
		Newman (WA)	\$213.80
		Norfolk Island	\$194.30
		Pt Hedland (WA)	\$218.30
		Thursday Island (Qld)	\$234.30
		Warnambool (VIC)	\$189.30
		Weipa (Qld)	\$219.30
		Wilpena (SA)	\$200.80
		Wollongong (NSW)	\$198.30
		Yulara (NT)	\$401.30
	29(2)(a)	Tier 2 country centres	Per day
		Alice Springs (NT)	\$176.05
		Bordertown (SA)	\$176.05
		Bright (VIC)	\$176.05
		Bunbury (WA)	\$176.05
		Cairns (Qld)	\$176.05
		Castlemaine (VIC)	\$176.05
		Cocos (Keeling) Islands	\$176.05
		Derby (WA)	\$176.05
		Geelong (VIC)	\$176.05
		Katherine (NT)	\$176.05
		Maitland (NSW)	\$176.05
		Mount Gambier (SA)	\$176.05
		Mount Isa (QLD)	\$176.05
		Mudgee (NSW)	\$176.05
		Northam (WA)	\$176.05
		Orange (NSW)	\$176.05
		Port Lincoln (SA)	\$176.05
		Port Macquarie (NSW)	\$176.05
		Portland (VIC)	\$176.05
		Queenstown (TAS)	\$176.05
		Wagga Wagga (NSW)	\$176.05
	29(2)(a)	Other country centres	Per Day
	29(2)(b)	Incidental expenses when claiming actual expenses - all locations	\$165.05
	29(5)	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	\$14.95
			50% of the appropriate location rate
3	30	Government accommodation- incidental expenses	\$14.95 per day
4	35(b)	Camping Allowance	Per night
		Established camp	\$24.65
		Non established camp	\$32.65
		Additional allowance for staff who camp in excess of 40 nights per year	\$7.80
5	36(b)	Composite allowance (per day)	\$117.70
6	37(d)	Use of private motor vehicle	Cents per kilometre
		Official business	
		Engine capacity-	
		over 2700cc	81.20
		1600cc to 2700cc	75.6
		under 1600cc	54.1
		Casual rate	
		Engine capacity-	
		Over 2700cc	28.9
		1600cc-2700cc	26.8
		under 1600cc	22.6

		Motor cycle allowance Normal business During transport disruptions Towing trailer or horse float Transport allowance Engine capacity- Over 1600cc 1600cc and under	35.6 17.9 10.5  34.6 29.0
	39(b) 39(c)	Camping Equipment Allowance Camping Equipment Allowance Bedding and sleeping bag	Per night \$24.35 \$4.05
	40(b)(1) 40(b)(2) 40(b)(3)  40(b)(1) 40(b)(2) 40(b)(3)	Remote Areas Allowance With dependants - Grade A - Grade B - Grade C Without dependants - Grade A - Grade B - Grade C	Per annum \$1,563 pa \$2,072 pa \$2,768 pa  \$1,090 pa \$1,453 pa \$1,939 pa
9	41	Assistance to staff members stationed in a remote area when travelling on recreation leave  By private motor vehicle  Other transport - with dependants  Other transport - without dependants  Rail travel	Appropriate casual rate up to a maximum of 2850 kms less \$38.50 Actual reasonable expenses in excess \$38.50 and up to \$258.00 Actual reasonable expenses in excess of \$38.50 and up to \$127.40 Actual rail fare less \$38.50
10	42	Insurance cover	Up to \$A 1,173.00
11	43	Exchanges	Actual cost
12	44(a)	Room at home used as office (Effective 1 July 2005)	\$712 pa
13	91(a)	On-call allowance (Effective 1 July 2005)	0.70 per hour
14	46	Flying allowance (Effective 1 July 2005)	\$15.00 per hour
15	47(a)	Laundry allowance (Effective 1 July 2005)	\$3.75 per week
16	49(a)	Garage and carport allowance - Garage allowance - Carport allowance	Per annum \$504 pa \$112 pa
17	50	Community Language Allowance Scheme - Base Level Rate - Higher Level Rate	Per annum \$996 pa \$1,496 pa
18	51 (a)	First aid allowance - Holders of basic qualifications - Holders of current occupational first aid certificate	Per annum \$640 pa \$963 pa

19	93(a)	Overtime meal allowances	Effective 1 July 2005
		Breakfast	\$21.90
		Lunch	\$21.90
		Dinner	\$21.90

M. SCHMIDT *J*

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Printed by the authority of the Industrial Registrar.

**CONFECTIONERS (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3224 of 2006)

Before The Honourable Justice Kavanagh

11 October 2006

**VARIATION**

1. Delete subclause (e) of clause 10, Wages, of the award published 23 November 2001 (329 I.G. 926), and insert in lieu thereof the following:
  - (e) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
    - (i) any equivalent overaward payments; and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Table 1 - Rates of Pay and Table 2 - Other Rates and Allowances of Part B, Monetary Rates and insert in lieu thereof the following:

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

- (i) Adult Employees -

Level	Total Rate per Week \$
Level 5	496.10
Level 4	508.60
Level 3	521.10
Level 2	550.30
Level 1	567.00

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	12	First-Aid Allowance	\$10.09 per week
2	12	Heat Allowance - In excess of 46° Celsius In excess of 56° Celsius	\$0.34 per hour \$0.42 per hour
3	8	Meal Allowance	\$9.05 per week
4	24	Laundry Allowance	\$2.57 per week



3. This variation shall come into effect on and from 11 October 2006.

T. M. KAVANAGH *J*

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## CROWN EMPLOYEES (PUBLIC SERVICE TRAINING WAGE) AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 3222 of 2006)

Before The Honourable Justice Schmidt

12 October 2006

### VARIATION

1. Delete paragraph (iv) of subclause (a) of clause 7, Wages of the award published 24 March 2006 (358 I.G. 281) and insert in lieu thereof the following:

(iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against any equivalent over-award payments and/or award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete the calculation in the Example of the calculation for the wage rate for a part-time traineeship in subclause (d) of Weekly Wage Rates, of clause 10, Wage Rates for Part-time and School-based Trainees, and insert in lieu thereof the following:

$$\frac{\$229 \times (15 - 3.5)}{28} = \$94.05 \text{ plus any applicable penalty rates under the relevant industrial instrument}$$

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

### PART B

#### MONETARY RATES

**Table 1 - Full-time Weekly Wage Rates**

Diploma - Information Technology

Where the accredited training courses and work performance are for the purposes of generating skills that have been defined for work at Diploma level.

Classification	\$
Trainee - Information Technology Diploma level	516.00

Skill Level A -

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

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	179.00 (50%) 209.00 (33%)	224.00 (33%) 252.00 (25%)	303.00
Plus 1 year out of School	252.00	303.00	352.00
Plus 2 years out of school	303.00	352.00	410.00

Plus 3 years out of school	352.00	410.00	469.00
Plus 4 years out of school	410.00	469.00	469.00
Plus 5 years or more	469.00	469.00	469.00

## Skill Level B -

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

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	179.00 (50%) 209.00 (33%)	224.00 (33%) 252.00 (25%)	293.00
Plus 1 year out of School	252.00	293.00	337.00
Plus 2 years out of school	293.00	337.00	396.00
Plus 3 years out of school	337.00	396.00	451.00
Plus 4 years out of school	396.00	451.00	451.00
Plus 5 years or more	451.00	451.00	451.00

## Skill Level C -

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

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	179.00 (50%) 209.00 (33%)	224.00 (33%) 252.00 (25%)	289.00
Plus 1 year out of School	252.00	289.00	325.00
Plus 2 years out of school	289.00	325.00	363.00
Plus 3 years out of school	325.00	363.00	406.00
Plus 4 years out of school	363.00	406.00	406.00
Plus 5 years or more	406.00	406.00	406.00

Figures in bracket indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training that has been taken into account in setting the rate is 20%.

## School Based Traineeships -

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based traineeships Skill levels A, B and C	229.00*	252.00*

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

**Table 2 - Hourly Wage Rates**

Set out below are the hourly rates of pay for part-time or school-based trainees where the training is either fully off-the-job or where 20% of time is spent in approved training. These rates are derived from a 35 hour week. If the ordinary full time weekly hours are not 35, the appropriate hourly rate may be obtained by multiplying the rate in the table by 35 and then dividing by the ordinary full time hours.

Trainees who have left school:

Diploma - Information Technology

Where the accredited training courses and work performance are for the purposes of generating skills that have been defined for work at Diploma level.

Classification	\$
Trainee - Information Technology Diploma level - part-time	18.43

Skill Level A	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	8.18	9.00	10.82
Plus 1 year after leaving school	9.00	10.82	12.57
Plus 2 years	10.82	12.57	14.65
Plus 3 years	12.57	14.65	16.75
Plus 4 years	14.65	16.75	16.75
Plus 5 years or more	16.75	16.75	16.75

Skill Level B	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	8.18	9.00	10.47
Plus 1 year after leaving school	9.00	10.47	12.04
Plus 2 years	10.47	12.04	14.15
Plus 3 years	12.04	14.15	16.11
Plus 4 years	14.15	16.11	16.11
Plus 5 years or more	16.11	16.11	16.11

Skill Level C	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	7.46	9.00	10.33
Plus 1 year after leaving school	9.00	10.33	11.61
Plus 2 years	10.33	11.61	12.96
Plus 3 years	11.61	12.96	14.51
Plus 4 years	12.96	14.51	14.51
Plus 5 years or more	14.51	14.51	14.51

School-Based Trainees:

	Year of Schooling	
	Year 11 \$	Year 12 \$
Wage levels A, B and C	8.18	9.00

4. This variation shall take effect from the first full pay period to commence on or after 8 September 2006.

M. SCHMIDT *J*

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**ICE CREAM MAKERS (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales, industrial organisation of employees.

(No. IRC 3228 of 2006)

Before The Honourable Justice Kavanagh

11 October 2006

**VARIATION**

1. Delete clause 7, State Wage Case Adjustments, of the award published 21 September 2001 (327 I.G. 1037), and insert in lieu thereof the following:

**7. State Wage Case Adjustments**

The rates of pay in this Award include the adjustments payable under the State Wage Case 2006. Those adjustments may be offset against:

- (a) any equivalent overaward payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete the amount "\$45.00" in subclause (c) of clause 8, Supported Wage, and insert in lieu thereof the following:
- \$62.00
3. Delete the amount "45.00" in paragraph (iii) of subclause (i) of clause 8, and insert in lieu thereof the following:
4. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Wages**

Classification	Former Rate per Week \$	SWC June 2006 \$	Wage Total per Week \$
Ice Cream Production Assistant - General Hand	490.80	20.00	510.80
Packer	490.80	20.00	510.80
Ice Cream Manufacturer Grade 1 - Stretchwrap operator/forklift operator	507.00	20.00	527.00
Trainee Operator	499.80	20.00	519.80
Other operator	499.80	20.00	519.80
Ice Cream Manufacturer Grade 2 - Operator auto filler	514.30	20.00	534.30
Operator manual filler	507.00	20.00	527.00
Assistant ice cream mixer	504.90	20.00	524.90

Ice Cream Manufacturer Grade 3 - Ice cream mixer	525.70	20.00	545.70
Operator moulding and freezing	522.30	20.00	542.30
Cake decorator	522.30	20.00	542.30

### Junior Employees

Classification	Former Rate per Week \$	SCW June 2006 \$	Wage Total per Week \$
Under 17 years of age	218.05	8.70	226.75
At 17 and under 18 years of age	258.05	10.30	268.35

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1		Leading Hands - Leading Hands shall, in addition to their rate of pay, be paid the following amounts: In charge of two and up to five employees inclusive In charge of six and up to ten employees inclusive In charge of more than ten employees	22.20 per week 28.25 per week 32.40 per week
2		Casual employees - Casual employees shall be paid one-thirty-eighth of the appropriate weekly wage, plus 20% thereof per hour	
3	12	Meal Allowance	11.50 per occasion
4	28	First-aid Allowance	11.85 per week
5	15(ii)	Laundry Allowance	18.45 per week
6	5(iii)(e)	Shift Allowance	15.95 per shift

5. This variation shall take effect from the first full pay period to commence on or after 11 October 2006.

T. M. KAVANAGH J.

**ADVERTISING SALES REPRESENTATIVES (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3261 of 2006)

Before The Honourable Justice Schmidt

16 October 2006

**VARIATION**

1. Delete subclause (b) of clause 6, Arbitrated Safety Net Adjustments, of the award published 11 May 2001 (324 I.G. 738), and insert in lieu thereof the following:
  - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
    - (i) any equivalent overaward payments; and/or
    - (ii) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Rates of Pay, of Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	Former Award Rate (Per Week) 26 October 2005 \$	Minimum Award Wage Rate Per Week 26 October 2006 \$
Representative	555.20	575.20
Probationary Representative	520.20	540.20
At 17 years of age	269.80	280.60
At 18 years of age	323.30	336.20
At 19 years of age	377.10	392.20
At 20 years of age	431.20	448.40

3. This order shall take effect from the first pay period commencing on or after 26 October 2006.

M. SCHMIDT J.



## DRAUGHTING EMPLOYEES, PLANNERS, TECHNICAL EMPLOYEES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3227 of 2006)

Before The Honourable Justice Kavanagh

11 October 2006

### VARIATION

1. Delete paragraphs 5.1.1(c) and 5.1.1(e) of subclause 5.1.1 of clause 5.1, Classifications and Rates of Pay, of the award, published 21 September 2001 (327 I.G. 1058), and insert in lieu thereof the following:

5.1.1

(c) Schedule of Rates of Pay

Wage Group	Base Rate Per Week \$	Suppl. Payment per Week \$	SWC Adjustments \$	Weekly Award Rate \$	Hourly Rate \$
Level C14	284.80	40.60	179.00	504.40	13.27
Level C13	299.50	42.60	179.00	521.10	13.71
Level C12	319.20	45.40	179.00	543.60	14.31
Level C11	337.40	48.10	179.00	564.50	14.86
Level C10	365.20	52.00	181.00	598.20	15.74
Level C9	383.50	54.60	181.00	619.10	16.29
Level C8	401.70	57.20	181.00	639.90	16.84
Level C7	420.00	59.80	179.00	658.80	17.34
Level C6	456.50	65.00	179.00	700.50	18.43
Level C5	474.80	67.60	179.00	721.40	18.98
Level C4	493.00	70.20	179.00	742.20	19.53
Level C3	529.50	75.40	179.00	783.90	20.63
Level C2 (a)	547.80	78.00	179.00	804.80	21.18
Level C2 (b)	584.30	83.20	175.00	842.50	22.17
Level C1 (a)	657.40	93.60	175.00	926.00	24.37
Level C1 (b)	766.90	109.20	175.00	1051.10	27.66

5.1.1

(e) State Wage Case Adjustments

The rates of pay in this Award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:

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

2. Delete subclause 5.3.1 of clause 5.3, Apprentice Rates of Pay, and insert in lieu thereof the following:

Column 1	Column 2	Column 3	Column 4
4 year terms apprenticeship	Percentage of C10 Weekly Rate	Total Rate per week \$	Hourly Rate \$
First year	42	251.25	6.61
Second year	55	329.00	8.66
Third year	75	448.65	11.81
Fourth year	88	526.40	13.85

3. Delete clause 5.4, Junior Tracer Rates of Pay, and insert in lieu thereof the following:

#### **5.4 Junior Tracer Rates of Pay**

5.4.1 The minimum weekly wage rates for Junior Tracers shall be:

Column 1 Years of Age	Column 2 Percentage of C12 Weekly Rate %	Column 3 Total Rate per week \$
16 years of age and under	54	293.55
At 17 years of age	59	320.70
At 18 years of age	67	364.20
At 19 years of age	76	413.15
At 20 years of age	83	451.20

4. Delete the amount "\$45.00" appearing in subclause 5.6.3 of clause 5.1 Classifications and Rates of Pay, and insert in lieu thereof the following:

"62.00"

5. Delete the amount "45.00" appearing in paragraph (iii) of subclause 5.6.9 of clause 5.1 and insert in lieu thereof the following:

"62.00"

6. Delete subclause 5.7.1 Motor Allowance of clause 5.7 Allowances and Special Rates, and insert in lieu thereof the following:

#### 5.7.1 Allowances

##### 5.7.1 (a) Motor Allowance

Where an employee reaches agreement with their employer to use their own motor vehicle on the employer's business, such employee shall be paid an allowance of .62 cents per kilometre travelled up until 1 April 2007 and then .66 cents per kilometre travelled thereafter.

7. Delete the first paragraph appearing in subclause 5.7.2 Application of Technical Computing Allowance, of clause 5.7 Allowances and Special Rates, and insert in lieu thereof the following:

An allowance of \$30.50 a week shall be paid to any employee who is required to use technical computing equipment (as defined) to perform work of a complex nature. Work of a complex nature includes:

8. Delete subclause 5.7.3 Checking Work Allowances of clause 5.7 and insert in lieu thereof the following:

5.7.3 Checking work Allowance

A draughtsmen employed for the greater part of his/her time in checking the work of other draughting employees shall be paid \$20.05 per week in addition to the rate to which he/she otherwise is entitled under this award.

9. Delete subclause 6.5.11 Meal Allowance, of clause 6.5 Overtime, and insert in lieu thereof the following:

6.5.11 Meal Allowance

An employee required to work beyond two hours after the usual finishing time of work shall be paid a meal allowance of \$10.05 for the first and each subsequent meal, or be provided with an adequate meal where the employer has his/her own cooking and dining facilities.

10. This variation shall take effect from the beginning of the first pay period to commence on or after 11 October 2006.

T. M. KAVANAGH J.

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**PET FOOD MANUFACTURERS (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3252 of 2006)

Before The Honourable Justice Kavanagh

11 October 2006

**VARIATION**

1. Delete subclause (ii) of clause 7, Rates of Pay, of the award published 24 November 2000 (320 I.G. 563), and insert in lieu thereof the following:
  - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
    - (a) any equivalent overaward payments; and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 (A) - Wages, of Appendix A - Wage Rates, and insert in lieu thereof the following:

**Table 1 (A) - Wages**

- (i) Adults

Classifications	Former Award Rate (Per Week) 2 October 2005 \$	Minimum Award Wage Rate(Per Week) 11 October 2006 \$
Leading Hand in Charge of Over 10 Employees	536.70	556.70
Leading Hand in Charge of 6 to 10 Employees	531.20	551.20
Leading Hand in Charge of 1 to 5 Employees	528.60	548.60
Expander Line Operator	517.10	537.10
Baker	512.90	532.90
Doughperson	512.90	532.90
Packing Machine Operator-Setter	512.90	532.90
Flavourperson	512.90	532.90
Storeperson - Head	512.90	532.90
Blender	507.30	527.30
Forklift - Storeperson	507.30	527.30
Ovensperson	507.30	527.30
Biscuit Machine Attendant	507.30	527.30
Packer -		
Grade A Bulk - 10 Kilos and Over	507.30	527.30
Grade B Packets Up to 5 Kilos	500.00	520.00
Grade C Machine Attendant	495.60	515.60
Bag Handler	502.00	522.00
Flavour Processor	502.00	522.00
Storeman General	495.60	515.60
General Hand	484.40	504.40

3. Delete Appendix B - Allowances, and insert in lieu thereof the following:

### APPENDIX B

#### Allowances

Item No.	Clause No.	Subject	Amount \$
1	5(i)	Day, Afternoon and Night Shift - Regular Weekly rotation	55.10 per week
2	5(ii)	Day and Night Shift only in regular weekly rotation	55.10 per week
3	5(iii)	Afternoon and Night Shift only in regular weekly rotation	81.40 per week
4	5(iv)	Afternoon Shift only	81.40 per week
5	5(v)	Permanent Night Shift	121.50 per week
6	5(vi)	Change of Shift During any Week (for each change)	32.25
7	6(iv)	First Meal Allowance	6.95 per meal
8	6(iv)	Second Meal Allowance	5.80 per meal
9	20(i)	Carry bags weighing in Excess of 68 Kilograms	0.33 cents per hour

4. This variation shall take effect from the first pay period commencing on or after 11 October 2006.

T. M. KAVANAGH J.

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## FOOD PRESERVERS (STATE) AWARD

### INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3226 of 2006)

Before The Honourable Justice Kavanagh

11 October 2006

### VARIATION

1. Delete clause 15, State Wage Case Adjustments, of the award published 16 November 2001 (329 I.G. 489), and insert in lieu thereof the following:

#### 15. State Wage Case Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:

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

### PART B

#### MONETARY RATES

**Table 1 - Wages**

Adult Classification	Former Rate of Pay \$	SWC June 2006 \$	Weekly Rate of Pay \$
Group 1	513.90	20.00	533.90
Group 2	509.10	20.00	529.10
Group 3	505.50	20.00	525.50
Group 4	501.80	20.00	521.80
Group 5	497.60	20.00	517.60
Group 6	495.00	20.00	515.00
Forklift with lifting capacity up to and including 4.5 tonnes	513.90	20.00	533.90
Lifting capacity over 4.5 tonnes	520.20	20.00	540.20

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	4.2	Number of employees - less than 3 employees 3 to 10 employees 11 to 20 employees 21 or more employees	\$12.00 per week \$18.55 per week \$28.45 per week \$40.45 per week
2	7.2	Wet Places	\$0.63 per hour extra
3	7.3	Dirty Work	\$0.97 per hour extra (\$1.81 minimum)
4	7.4	Heavy Weights	\$0.45 per hour or part thereof
5	7.5	Carton Stacking	\$0.37 extra per hour or part thereof
6	7.6.1	Cold Temperatures (between minus 1° and minus 7° Celsius)	\$0.63 per hour
7	7.6.2	Cold Temperatures (between minus 8° and minus 18 Celsius)	\$0.97 per hour
8	7.6.3	Cold Temperatures (below minus 18° Celsius)	\$1.58 per hour
9	7.8.2	Pea-vining	\$6.35 per week
10	7.10	Fumigation Gas	\$8.10
11	13.7.1	Meal Allowance	\$15.05
12	14.2	First-aid	\$3.05 extra per day

3. This variation shall take effect from the first full pay period to commence on or after 11 October 2006.

T. M. KAVANAGH J

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SERIAL C5174

**ANIMAL FOOD MAKERS, &c. (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3253 of 2006)

Before The Honourable Justice Kavanagh

11 October 2006

**VARIATION**

1. Delete subclause (iii), of clause 5, Adult Weekly Rates, of the award published 1 June 2001 (325 I.G. 112), and insert in lieu thereof the following:
  - (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
    - (a) any equivalent overaward payments; and/or
    - (b) award wage increase since 29 May 1991 other than Safety Net, State Wage Case, and minimum rates adjustments.
2. Delete Tables 1 to 4 of Appendix 1 - Minimum Award Wage Rates, and insert in lieu thereof the following:

**Adult Weekly Rates (Clause 5)**

- A. 1. Feed Miller in Charge of Shift:

**Table 1**

Feed Miller in Charge of Shift	Former Award Wage Rate Per Week 2 October 2005 \$	Minimum Award Wage Rate Per Week 11 October 2006 \$
1. Not exceeding 2 tonnes of provender per hour	531.60	551.60
2. Exceeding 2 tonnes but not exceeding 6 tonnes of provender per hour	538.10	558.10
3. Exceeding 6 tonnes but not exceeding 12 tonnes of provender per hour	544.90	564.90
4. Exceeding 12 tonnes but not exceeding 18 tonnes of provender per hour	551.50	571.50
5. Exceeding 18 tonnes but not exceeding 28 tonnes of provender per hour	559.50	579.50
6. Exceeding 28 tonnes but not exceeding 40 tonnes of provender per hour	567.50	587.50
7. Exceeding 40 tonnes but not exceeding 60 tonnes of provender per hour	578.00	598.00
8. Exceeding 60 tonnes of provender per hour	587.00	607.00

- (2) Foreman Feed Miller - Shall be paid not less than \$35.35 per week above the relevant rate prescribed by classification 1 hereof.



## (3) Feed Mill Operative:

**Table 2**

Feed Mill Operative	Former Award Wage Rate (Per Week) 2 October 2005 \$	Minimum Award Wage Rate (Per Week) 11 October 2006 \$
Grade 5	507.40	527.40
Grade 4	513.20	533.20
Grade 3	519.90	539.90
Grade 2	526.60	546.60
Grade 1	533.10	553.10
Premix Blender	519.90	539.90

## B. General

**Table 3**

General	Former Award Wage Rate (Per Week) 2 October 2005 \$	Minimum Award Wage Rate (Per Week) 11 October 2006 \$
1. Millwright	548.00	568.00
2. General Repairer not Millwright	517.90	537.90
3. Head Millwright	565.60	585.60
4. Binsman	513.20	533.20
5. Grain Sampler	500.10	520.10
6. Head Storeperson	524.00	544.00
7. Storeperson/Storehand/Siloperson	494.40	514.40
8. Packer/Stacker	502.30	522.30
9. Head Siloperson/Head Intake	509.00	529.00
10. Head Millhand	509.00	529.00
11. Millhand	485.00	505.00
12. (i) Driver of engines, whether the motive be steam or any other motive power other than manual power		
(a) With condenser	524.60	544.60
(b) Without condenser	514.60	534.60
(ii) Driver of suction gas or other internal combustion engines:		
(a) If 50 b.h.p. or over	514.60	534.60
(b) If under 50 b.h.p.	505.60	525.60
(iii) Driver of engines attending electric generator or dynamo other than a dynamo for merely lighting the works shall receive an additional \$12.43 per week		
13. Fireperson/Boiler Attendant	493.20	513.20
14. Forklift Truck Driver and/or Tractor Driver	505.60	525.60
15. Laboratory Assistant	516.30	536.30
16. All other Adult Employees	484.40	504.40

**Table 4 - Other Rates and Allowances**

Item No	Clause No	Allowance	Amount 11 October 2006 \$
1	9(a)	Dusty Conditions	2.05 per day
2	9(b)	Unusually and Excessively Dirty or Dusty Conditions	0.44 per hour
3	9(c)(i)	Engaged in discharging bulk grain	0.87 per hour
4	9(c)(ii)	Working adjacent to employee discharging bulk grain	0.51 per hour
5	9(d)	Carrying Bagged Products	0.33 per hour
6	9(e)	Bag Cleaning	3.50 per day
7	9(f)	Containers - Stacking Mill Products	0.56 per hour
8	9(g)	Boiler Attendant Certificate	8.76 per week
9	9(h)	Boiler Cleaner	1.36 per hour
10	9(i)	Silo and Bin Cleaner	0.93 per hour
11	10(j)	Meal Allowance	6.85 per meal
12	13(c)(i)	Afternoon Shift	20.52 per shift
13	13(c)(ii)	Rotating Night Shifts	25.59 per shift
14	13(c)(iii)	Change of Shift	17.51 per shift
15	13(h)	Meal Hours	2.15
16	14(g)(iv)	Meal Allowance	6.85 per meal
17	15(c)	Travelling Allowance	0.68 per kilometre
18	26	First-Aid Attendant	8.76 per week
19	27	Fire Officer	7.99 per week
20	28(a)	Clothing Allowance	2.36 per week
21	28(b)	Tool Allowance	9.36 per week
22	28(f)	Handling and Use of Pesticides	0.43 per hour

3. This variation shall take effect from the first pay period to commencing on or after 11 October 2006.

T. M. KAVANAGH J

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**SERIAL C5133****COACHMAKERS, &c., RAIL (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3225 of 2006)

Before The Honourable Justice Kavanagh

11 October 2006

**VARIATION**

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

(g) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:

(A) any equivalent overaward payments, and/or

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

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

(a) Adult Wages -

Wage Group Level	Total Award Wage \$
V1	522.50
V2	540.90
V3	563.40
V4	584.30
V5	599.30
V6	600.00
V7	600.80
V8	600.70
V9	624.40
V10	643.20

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

**Table 2 - Other Rates and Allowances**

Item No	Clause No	Brief Description	Amount \$
1	4(a)(i)	Leading hand allowance - Not less than 3 and not more than 10 employees	25.65 per week
	4(a)(ii)	Leading hand allowance - More than 10 but not more than 20 employees	38.50 per week
	4(a)(iii)	Leading hand allowance - more than 20 employees	48.30 per week
2	17	Meal Money	9.56 per meal
3	18(a)(i)	Confined Places Allowance	0.55 per hour

4	18(a)(ii)	Thermo welding of Vinyl Linoleum	0.41 per hour
5	18(b)(i)	Dirty Work Allowance	0.42 per hour
6	18(b)(ii)	Dirty Work Allowance - Minimum Payment	1.65 per day
7	18(c)	Height Money Allowance	0.32 per hour
8	18(d)(i)(1)	Hot Place between 46 and 54° Celsius	0.42 per hour
9	18(d)(i)(2)	Hot Place exceeding 54° Celsius	0.73 per hour
10	18(e)	Glass or Slag Wool Allowance	0.56 per hour
11	18(f)(i)	Fibreglass Work	0.30 per hour
12	18(f)(ii)(1)	Fibreglass Work - Minimum Payment second half of day or shift	1.09 per day
13	18(f)(ii)(2)	Fibreglass Work - Minimum Payment first half of day or shift	2.15 per day
14	18(g)	Livestock Transport - working on	0.42 per hour
15	18(h)(i)	First-aid Qualifications	11.94 per week
16	18(i)	Airline Hood/Respirator Allowance	0.55 per hour
17	18(j)	Fire Squad Allowance	11.98 per week
18	18(k)	Building Maintenance Allowance	0.59 per hour
19	20(i)	Carriage Builders' Tool Allowance	16.83 per week
20	20(ii)	Tradesperson's Tool Allowance	11.88 per week

4. This variation shall take effect from the beginning of the first complete pay period to commence on or after 11 October 2006.

T. M. KAVANAGH J

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3259 of 2006)

Before The Honourable Justice Schmidt

16 October 2006

**VARIATION**

1. Delete subclause (b) of clause 51, Arbitrated Safety Net Adjustments of the award published 9 November 2001 (329 I.G. 329), and insert in lieu thereof the following:
  - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
    - (i) any equivalent overaward payments; and/or
    - (ii) award wage increases since 29 May 1991 other than Safety Net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Remuneration**

## Part 1 - Local Employees

Classification	Former Award Rate Per Week 31 August 2005 \$	Minimum Award Wage Rate Per Week 16 October 2006 \$
Local Employee	566.70	586.70
Local Wholesale Merchandiser	525.90	545.90

## Part II - Country Employees

Classification	Former Award Rate Per Week 31 August 2005 \$	Minimum Award Wage Rate Per Week 16 October 2006 \$
Country Employee	600.50	620.50
Country Wholesale Merchandiser	555.60	575.60

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount - \$ From 1st Pay period commence 31 August 2005	Amount - \$ From 1st Pay period commence 16 October 2006
1.	12(I)(a)	Locomotion Allowance - Local Employees up to 2,000 cc: standing charge allowance weekly amount	185.55 per week 20.45 cents per km	185.55 per week 20.45 cents per km
2.	12(I)(b)	Locomotion Allowance - Local Employees over 2,000 cc: standing charge allowance weekly amount	204.70 per week 0.22 per km	204.70 per week 0.22 per km
3.	12(ix)	Employee required to provide station wagon/tow a trailer or caravan	5.50 per week	5.70 per week
4.	12(xiv)	Wholesale part-time/casual merchandiser	51.20 cents per km	51.20 cents per km
5.	12(xv)	Part-time Local employees/vehicle related expenses (private vehicles)	43.90 cents per km	43.90 cents per km
6.	12, Part B(ii)	Standing Charge Air-conditioning Allowance - employee provides vehicle fitted with air-conditioning unit	3.55 per week	3.70 per week
7.	12, Part B (iii)	Dry cleaning and Laundry Allowance	4.90 per week	5.10 per week
8.	16(i)(a)	Locomotion Allowance - Country Employees up to 2,000 cc: standing charge allowance weekly amount	192.35 per week 20.45 cents per km	192.35 per week 20.45 cents per km
9.	16(i)(b)	Locomotion Allowance - Country Employees over 2,000 cc: standing charge allowance weekly amount	206.75 per week 0.22 per km	206.75 per week 0.22 per km
10.	16(ix)	Employees required to provide station wagon/tow a trailer or caravan	6.35 per week	6.60 per week
11.	16(xiv)	Wholesale part-time/casual merchandiser shall be paid for use of his/her motor vehicle	51.20 cents per km	51.20 cents per km
12.	16(xv)	Part-time Country Employees/vehicle related expenses (private vehicles)	43.90 cents per km	43.90 cents per km
13.	16, Part B (ii)	Standing Charge Air-conditioning Allowance	3.65 per week	3.80 per week
14.	16, Part B (iii)	Dry Cleaning and Laundry Allowance	1.80 per week	1.87 per week

3. This variation shall take effect from the first pay period commencing on or after 16 October 2006.

M. SCHMIDT J

## **ELECTRICAL, ELECTRONIC AND COMMUNICATIONS CONTRACTING INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES  
FULL BENCH

Application by Electrical Trades Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 981 of 2006)

The Honourable Justice Walton, Vice-President  
The Honourable Justice Boland  
Commissioner Tabbaa

23 March 2006

### **VARIATION**

1. Delete clause 20, Holiday and Sunday Work, of the award published 17 March 2006 (358 I.G. 1), and insert in lieu thereof the following:

#### **20. Holiday and Sunday Work**

##### 20.1 Holidays

###### 20.1.1 Prescribed Holidays

20.1.1.1 An employee on weekly hiring shall be entitled, without loss of pay, to public holidays as follows: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Six Hour Day (or Labour Day), Christmas Day, Boxing Day or such other day as is generally observed in the locality as a substitute for any of the said days respectively, and/or proclaimed or gazetted holiday throughout the State.

20.1.1.2 By mutual agreement between an employer and employee, other days may be substituted for the said days or any of them as to such employer's undertaking.

###### 20.1.2 Payment for Work on a Holiday

20.1.2.1 An employee not engaged on continuous work shall be paid at the rate of double time and a half for work on a public holiday, such double time and a half to continue until he/she is relieved from duty.

20.1.2.2 An employee required to work on a holiday shall be paid for a minimum of 4 hours' work at double time and a half.

20.1.3 Absence Before or After a Holiday: An employee shall not be entitled to payment for a holiday if he/she is absent from work:

20.1.3.1 Without reasonable excuse; or

20.1.3.2 Without the consent of his/her employer;

on the ordinary working day before or the ordinary working day after a holiday.

## 20.2 Industry Picnic Day

20.2.1 Prescribed Holiday: In addition to holidays prescribed in subclause 20.1.1.1, an additional public holiday to be known as an industry picnic day shall apply to weekly hire employees. It shall be observed on the first Monday in December each year.

### 20.2.2 Granting of Holiday

20.2.2.1 All employees in the construction industry to whom this section applies shall, as far as practicable, be given and shall take this industry picnic day without loss of pay.

20.2.2.2 In respect of all other employees to whom 20.2 applies, any other day may be substituted for the industry picnic day by mutual agreement between any employer and employee.

### 20.2.3 Payment for Work on Picnic Day

20.2.3.1 An employee who is required to work on the industry picnic day or the day substituted therefore shall be paid at the rate of double time and a half, such rate to continue until he/she is relieved from duty.

20.2.3.2 An employee required to work on the industry picnic day, or the day substituted therefore shall be paid for a minimum of 4 hours work at double time and a half.

20.2.4 Absence Before or After Industry Picnic Day: An employee shall not be entitled to payment for the industry picnic day or the day substituted therefore if he/she is absent from work:

20.2.4.1 Without reasonable excuse; or

20.2.4.2 Without the consent of his or her employer;

on the ordinary working day before or the ordinary working day after the industry picnic day or substituted therefore.

20.2.5 Evidence of Attendance at The Industry Picnic Day: An employer may require from an employee evidence of his/her attendance at the picnic and the production of the butt of the employee's picnic ticket shall be sufficient evidence of such attendance. Where such evidence is requested by the employer, payment need not be made unless the evidence is produced.

## 20.3 Sundays - Payment for Work on Sundays:

20.3.1 An employee who works on a Sunday, shall be paid at the rate of double time for such work, such double time to continue until he/she is relieved from duty.

20.3.2 An employee required to work on a Sunday shall be paid for a minimum of 4 hour's work at double time.

## 20.4 General

The following shall have application to all other sections of this Clause:

20.4.1 Rest Period After Holiday or Sunday Work: An employee, not engaged on continuous work, who works on a holiday or a Sunday and (except for meal breaks) immediately thereafter continues such work shall, on being relieved from duty be entitled to be absent until he/she has had 10 consecutive hours off duty without deduction of pay for ordinary time occurring during such absence.



- 20.4.2 Meal Allowance - Holidays and Sundays:
- 20.4.2.1 An employee not engaged on continuous work, required to work for more than 4 hours on a holiday or a Sunday without being notified on the previous day or earlier that he/she will be so required to work, shall either be supplied with a meal by the employer or paid an amount as set in Item 6 of Table 4 - Expense Related Allowances of Part B, Monetary Rates, for the meal taken during his/her first crib break and during each subsequent crib break. Provided that such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals.
- 20.4.2.2 An employee who, pursuant to notice, has provided a meal or meals and is not required to work on a holiday or Sunday or is required to work for a lesser period of time than advised, shall be paid the rates prescribed in 20.4.2.1 of this Clause for meals which he/she has provided but which are surplus.
- 20.4.3 Holidays to be Paid on Termination of Employment:
- 20.4.3.1 An employer who terminates the employment of an employee engaged on weekly employment on construction work in connection with the erection, repair, maintenance, renovation or demolition of buildings or structures, shall pay the employee his/her ordinary wages for each holiday in a group as prescribed in 20.4.3.2, which falls within 10 consecutive days on and from the date that notice of termination is given.
- 20.4.3.2 For the purpose of this award, the following shall be the holidays in a group:
- 20.4.3.2.1 Christmas Day, Boxing Day, New Year's Day and additional holidays gazetted in connection with those days.
- 20.4.3.2.2 Good Friday, Easter Saturday (where it is applicable as a holiday for the employee), Easter Monday and additional holidays gazetted in connection with those days.
- 20.4.3.3 Where the first day of the group of holidays falls within 10 consecutive days on and from the date that notice of termination is given, the whole group shall be deemed to fall within 10 days.
- 20.4.3.4 An employee shall not be entitled to receive payment from more than one employer in respect of the same holiday or group of holidays.
- An employee shall, on request by his/her employer, make a statutory declaration or other written statement satisfactory to his/her new employer, of the payments made by any other employer for the holidays referred to in this subsection where any of such holidays occurs within 10 consecutive days after the commencement of his/her employment with that employer.
- 20.4.3.5 An employee shall not be entitled to the payment referred to in 20.4.3.1 for the holidays prescribed by 20.4.3 where his/her employer dismisses him/her without notice for malingering, inefficiency, neglect of duty or misconduct in accordance with the provisions of 8.1.2.4, of Clause 8, Contract of Employment.
- 20.4.4 Maximum Period without Meal Break: An employee shall not be compelled to work for more than 5 hours without a break for a meal.

2. This variation shall take effect on and from 23 March 2006.

M. J. WALTON *J, Vice-President.*  
R. P. BOLAND *J.*  
I. TABBAA, Commissioner.

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## ELECTRICIANS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FULL BENCH

Application by Electrical Trades Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 981 of 2006)

The Honourable Justice Walton, Vice-President  
The Honourable Justice Boland  
Commissioner Tabbaa

23 March 2006

### VARIATION

1. Delete clause 20, Holiday and Sunday Work, of the award published 29 June 2001 (325 I.G. 808), and insert in lieu thereof the following:

#### **20. Holiday and Sunday Work**

##### 20.1 Holidays

###### 20.1.1 Prescribed Holidays

20.1.1.1 An employee on weekly hiring shall be entitled, without loss of pay, to public holidays as follows: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Six Hour Day (or Labour Day), Christmas Day, Boxing Day or such other day as is generally observed in the locality as a substitute for any of the said days respectively, and/or proclaimed or gazetted holiday throughout the State.

20.1.1.2 By mutual agreement between an employer and employee, other days may be substituted for the said days or any of them as to such employer's undertaking.

###### 20.1.2 Payment for Work on a Holiday

20.1.2.1 An employee not engaged on continuous work shall be paid at the rate of double time and a half for work on a public holiday, such double time and a half to continue until he/she is relieved from duty.

20.1.2.2 An employee required to work on a holiday shall be paid for a minimum of 4 hours' work at double time and a half.

20.1.3 Absence Before or After a Holiday: An employee shall not be entitled to payment for a holiday if he/she is absent from work:

20.1.3.1 Without reasonable excuse; or

20.1.3.2 Without the consent of his/her employer;

on the ordinary working day before or the ordinary working day after a holiday.

## 20.2 Industry Picnic Day

20.2.1 Prescribed Holiday: In addition to holidays prescribed in subclause 20.1.1.1, an additional public holiday to be known as an industry picnic day shall apply to weekly hire employees. It shall be observed on the first Monday in December each year.

### 20.2.2 Granting of Holiday

20.2.2.1 All employees in the construction industry to whom this section applies shall, as far as practicable, be given and shall take this industry picnic day without loss of pay.

20.2.2.2 In respect of all other employees to whom 20.2 applies, any other day may be substituted for the industry picnic day by mutual agreement between any employer and employee.

### 20.2.3 Payment for Work on Picnic Day

20.2.3.1 An employee who is required to work on the industry picnic day or the day substituted therefore shall be paid at the rate of double time and a half, such rate to continue until he/she is relieved from duty.

20.2.3.2 An employee required to work on the industry picnic day, or the day substituted therefore shall be paid for a minimum of 4 hours work at double time and a half.

20.2.4 Absence Before or After Industry Picnic Day: An employee shall not be entitled to payment for the industry picnic day or the day substituted therefore if he/she is absent from work:

20.2.4.1 Without reasonable excuse; or

20.2.4.2 Without the consent of his or her employer;

on the ordinary working day before or the ordinary working day after the industry picnic day or substituted therefore.

20.2.5 Evidence of Attendance at The Industry Picnic Day: An employer may require from an employee evidence of his/her attendance at the picnic and the production of the butt of the employee's picnic ticket shall be sufficient evidence of such attendance. Where such evidence is requested by the employer, payment need not be made unless the evidence is produced.

## 20.3 Sundays - Payment for Work on Sundays:

20.3.1 An employee who works on a Sunday, shall be paid at the rate of double time for such work, such double time to continue until he/she is relieved from duty.

20.3.2 An employee required to work on a Sunday shall be paid for a minimum of 4 hour's work at double time.

## 20.4 General

The following shall have application to all other sections of this Clause:

20.4.1 Rest Period After Holiday or Sunday Work: An employee, not engaged on continuous work, who works on a holiday or a Sunday and (except for meal breaks) immediately thereafter continues such work shall, on being relieved from duty be entitled to be absent until he/she has had 10 consecutive hours off duty without deduction of pay for ordinary time occurring during such absence.

- 20.4.2 Meal Allowance - Holidays and Sundays:
- 20.4.2.1 An employee not engaged on continuous work, required to work for more than 4 hours on a holiday or a Sunday without being notified on the previous day or earlier that he/she will be so required to work, shall either be supplied with a meal by the employer or paid an amount as set in Item 6 of Table 4 - Expense Related Allowances of Part B, Monetary Rates, for the meal taken during his/her first crib break and during each subsequent crib break. Provided that such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals.
- 20.4.2.2 An employee who, pursuant to notice, has provided a meal or meals and is not required to work on a holiday or Sunday or is required to work for a lesser period of time than advised, shall be paid the rates prescribed in 20.4.2.1 of this Clause for meals which he/she has provided but which are surplus.
- 20.4.3 Holidays to be Paid on Termination of Employment:
- 20.4.3.1 An employer who terminates the employment of an employee engaged on weekly employment on construction work in connection with the erection, repair, maintenance, renovation or demolition of buildings or structures, shall pay the employee his/her ordinary wages for each holiday in a group as prescribed in 20.4.3.2, which falls within 10 consecutive days on and from the date that notice of termination is given.
- 20.4.3.2 For the purpose of this award, the following shall be the holidays in a group:
- 20.4.3.2.1 Christmas Day, Boxing Day, New Year's Day and additional holidays gazetted in connection with those days.
- 20.4.3.2.2 Good Friday, Easter Saturday (where it is applicable as a holiday for the employee), Easter Monday and additional holidays gazetted in connection with those days.
- 20.4.3.3 Where the first day of the group of holidays falls within 10 consecutive days on and from the date that notice of termination is given, the whole group shall be deemed to fall within 10 days.
- 20.4.3.4 An employee shall not be entitled to receive payment from more than one employer in respect of the same holiday or group of holidays.
- An employee shall, on request by his/her employer, make a statutory declaration or other written statement satisfactory to his/her new employer, of the payments made by any other employer for the holidays referred to in this subsection where any of such holidays occurs within 10 consecutive days after the commencement of his/her employment with that employer.
- 20.4.3.5 An employee shall not be entitled to the payment referred to in 20.4.3.1 for the holidays prescribed by 20.4.3 where his/her employer dismisses him/her without notice for malingering, inefficiency, neglect of duty or misconduct in accordance with the provisions of 8.1.2.4, of Clause 8, Contract of Employment.
- 20.4.4 Maximum Period without Meal Break: An employee shall not be compelled to work for more than 5 hours without a break for a meal.

2. This variation shall take effect on and from 23 March 2006.

M. J. WALTON *J, Vice-President.*  
R. P. BOLAND *J.*  
I. TABBAA, Commissioner.

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**BUILDING CRANE DRIVERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FULL BENCH

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), Industrial Organisation of Employees.

(No. IRC 6759 of 2005)

The Honourable Justice Walton, Vice-President  
The Honourable Justice Boland  
Commissioner Tabbaa

23 March 2006

**VARIATION**

1. Delete clause 21, Picnic Day, of the award published 22 April 2005 (350 I.G. 345), and insert in lieu thereof the following:

**21. Additional Public Holiday**

This clause shall be read in conjunction with Clause 20.

- (i) In addition to the public holidays prescribed in clause 20 the first Monday in December of each year shall be the industry picnic day as an additional public holiday.
  - (ii) All employees shall, as far as practicable, be given and shall take this day as industry picnic day and shall be paid therefore as for eight hours' work at the rate of pay prescribed in clause 4, Rates of Pay, of this award. An employee required to work on this day shall be paid at the rate of double time and one-half for all time worked; provided also that an employee who attends for work as required on this day shall be paid for not less than four hours' work.
  - (iii) An employer may require from an employee evidence of her or his attendance at the industry picnic and the production of the butt of the picnic ticket, issued for the industry picnic, shall be sufficient evidence of such attendance. Where such evidence is requested by the employer payment need not be made unless the evidence is produced.
  - (iv) Where the employer holds a regular picnic for her or his employees on a day other than the first Monday in December, then such day may be given and may be taken in lieu of the first Monday in December.
2. This variation shall take effect on and from 23 March 2006.

M. J. WALTON *J, Vice-President.*  
R. P. BOLAND *J.*  
I. TABBAA, Commissioner.

## JOINERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FULL BENCH

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), Industrial Organisation of Employees.

(No. IRC 6759 of 2005)

The Honourable Justice Walton, Vice-President  
The Honourable Justice Boland  
Commissioner Tabbaa

23 March 2006

### VARIATION

1. Delete clause 25, Public Holidays and Holiday Work, of the award published 26 October 2001 (328 I.G. 1142), and insert in lieu thereof the following:

#### **25. Public Holidays and Holiday Work**

- 25.1 An employee, other than a casual employee (as defined), shall be entitled to the following holidays without deduction of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight hour Day or Labour Day, Christmas Day, Boxing Day or such other day as is generally observed in a locality as a substitute for any of the said days respectively. Provided that if any other day be, by a State Act of Parliament or State Proclamation, substituted for any of the said holidays, the day so substituted shall be observed.
- 25.2 In addition to the holidays prescribed in subclause 25.1, an additional public holiday shall apply to an employee in the State in the manner set out below:

Industry Picnic Day (being the first Monday in December).

All employees shall, as far as practicable, be given and shall take this day as industry picnic day without deduction of pay. An employer may require from an employee evidence of his/her attendance at the industry picnic day and the production of a butt of a picnic ticket issued for the industry picnic shall be sufficient evidence of such attendance. Where such evidence is requested by the employer, payment need not be made unless the evidence is produced. Where an employer holds a regular picnic for their employees on some other working day during the year such day may be given and may be taken as an industry picnic day in lieu of the industry picnic day here fixed.

This clause shall apply to apprentices working within the Counties of Cumberland, Northumberland and Camden and in such other areas where an industry picnic is organised.

The provisions shall not apply to any apprentice who is required to attend a technical college or other institution for the purpose of receiving instruction and/or submitting themselves for any examination. In such case the employer and apprentice mutually may agree that the apprentice shall be allowed another working day off with pay in lieu of the industry picnic day. Where this is not practicable, the apprentice shall be paid at the overtime rates prescribed herein.

- 25.3 Provided that an employer whose business is situated near a State or Territory border and whose operations traverse the border may elect to follow a particular State or Territory's public holidays, subject to agreement with the employees and/or their nominated representative (where applicable).



- 25.4 For the purpose of this award, "Show Day" shall mean the local show day in cities, towns or districts of the State when that day, in the locality of the employer's premises, occurs on an employee's ordinary working day.
- 25.5 By agreement between any employer and the employees and/or their nominated representative (where applicable) other day(s) may be substituted for the said day(s).
- 25.6 Where in a State or locality within a State an additional public holiday, excluding Show Day, is proclaimed or gazetted by the authority of the Commonwealth Government or of a State or Territory Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout that State or a locality thereof, other than those covered by Federal awards, or when such a proclaimed or gazetted day is, by any required judicial or administrative order, to be so observed, then such day shall be deemed to be a holiday for the purposes of this award for employees covered by this award who are employed in the State or locality in respect of which the holiday has been proclaimed or ordered as required. Provided that an employee shall not be entitled to the benefit of more than one holiday upon such occasion.
- 25.7 All work performed on any of the holidays prescribed in this clause or substituted in lieu thereof, shall be paid for at the rate of double time and a half for the time worked. An employee required to work on a holiday shall be afforded at least four hours work or be paid for four hours at the appropriate rate.
- 25.8 An employee shall not be entitled to receive payment for such public holidays unless the employee has worked as required by the employer the working day immediately before and the working day immediately after such a holiday, or is absent with the permission of the employer or is absent with reasonable cause. Absences arising by termination of employment by the employee shall be reasonable cause.
2. This order shall take effect on and from 23 March 2006.

M. J. WALTON *J, Vice-President.*  
R. P. BOLAND *J.*  
I. TABBAA, Commissioner.

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**GLASS WORKERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FULL BENCH

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch) , Industrial Organisation of Employees.

(No. IRC 6759 of 2005)

The Honourable Justice Walton, Vice-President  
The Honourable Justice Boland  
Commissioner Tabbaa

23 March 2006

**VARIATION**

1. Delete clause 37, Picnic Day, of the award published 20 April 2001 (324 I.G.84), and insert in lieu thereof the following:

**37. Industry Picnic Day**

This clause shall be read in conjunction with Clause 23.

- (1) In addition to the public holidays prescribed in clause 23 for employees working under this award the Industry Picnic Day is to be observed on the first Monday in December as an additional public holiday. Provided that by agreement with the employer and the employees in areas where an alternative industry picnic is organised the employees may elect to observe the Industry Picnic Day on the first Monday in August.
  - (2) Part of an enterprise workforce may elect to observe Industry Picnic Day on the first Monday in August while the remainder observe the first Monday in December.
  - (3) By agreement with the employer, the employees and/or their nominated representative (where applicable), a day other than the first Monday in December or August may be substituted and observed as an industry picnic day or as an additional day in an establishment.
  - (4) All employees shall be given and take industry picnic day as determined, without deduction of ordinary time pay. Any employee required to work on this day shall be paid at the rate of double time and one half for all time worked, provided that an employee who attends for work as required on this day shall be paid for not less than four hours work.
2. This variation shall take effect on and from 23 March 2006.

M. J. WALTON *J, Vice-President.*  
R. P. BOLAND *J.*  
I. TABBAA, Commissioner.

(001)

**SERIAL C4807****BUILDING AND CONSTRUCTION INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FULL BENCH

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch) , Industrial Organisation of Employees.

(No. IRC 6759 of 2005)

The Honourable Justice Walton, Vice-President  
The Honourable Justice Boland  
Commissioner Tabbaa

23 March 2006

**VARIATION**

1. Delete subclauses 36.2 and 36.3, of clause 36, Public Holidays And Holiday Work, of the award published 31 August 2001 (327 I.G. 279), and insert in lieu thereof the following:
  - 36.2 In addition to the holidays prescribed in subclause 36.1 of this clause, an additional public holiday shall apply to employees in the manner set out below. Provided that an employer whose business is situated near a State or Territory border and whose operations traverse the border may elect to follow a particular State or Territory's public holidays, subject to agreement with the employees and/or their nominated representative (where applicable).
    - (i) The first Monday in December of each year shall be the industry picnic day.
    - (ii) All employees shall, as far as practicable, be given and shall take this day as industry picnic day without deduction of pay. Any employee required to work on this day shall be paid at the rate of double time and one-half for all time worked. Provided that an employee who attends for work as required on this day shall be paid for not less than four hours' work.
    - (iii) An employer may require from an employee evidence of her or his attendance at the industry picnic and the production of the butt of an industry picnic ticket issued for the industry picnic shall be sufficient evidence of such attendance. Where such evidence is requested by the employer payment need not be made unless evidence is produced.
    - (iv) Where an employer holds a regular picnic for their employees on some other working day during the year such day may be given and may be taken as the industry picnic day in lieu of the industry picnic day here fixed.
    - (v) This clause shall apply to employees working within the Counties of Cumberland, Northumberland and Camden and in such other areas where an industry picnic is organised in the industry.
  - 36.3 By agreement between any employer, the employees and/or their nominated representative (where applicable) other days may be substituted for the said days or any of them as to such employer's undertaking.

2. This variation shall take effect on and from 23 March 2006.

M. J. WALTON *J, Vice-President.*  
R. P. BOLAND *J.*  
I. TABBAA, Commissioner.

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## PLASTERERS, SHOP HANDS AND CASTERS (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FULL BENCH

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), Industrial Organisation of Employees.

(No. IRC 6759 of 2005)

The Honourable Justice Walton, Vice-President  
The Honourable Justice Boland  
Commissioner Tabbaa

23 March 2006

### VARIATION

1. Delete subclause (b), of clause 7, Sundays and Holidays, of the award published 22 April 2005 (350 I.G. 331), and insert in lieu thereof the following:
  - (b)
    - (i) In addition to the public holidays prescribed in this clause the first Monday in December of each year shall be the industry picnic day as an additional public holiday.
    - (ii) All employees shall, as far as practicable, be given and shall take this day as an industry picnic day and shall be paid therefore as for eight hours work at the rates of pay prescribed in clause 3, Wages, of this award. Any employee required to work on such day shall be paid at the rate of double time for all time worked and shall be paid for not less than four hours work.
    - (iii) An employer may require from an employee evidence of his or her attendance at the industry picnic and the production of the butt of an industry picnic ticket issued for the industry picnic shall be sufficient evidence of such attendance. Where such evidence is requested by the employer payment need not be made unless the evidence is produced.
    - (iv) Where an employer holds or observes a regular picnic for his or her employees on some other working day during the year then such day may be given and may be taken as a picnic day in lieu of the industry picnic day here fixed.
    - (v) This clause shall apply only to employees working in the Counties of Cumberland, Northumberland and Camden and in such other areas where an industry picnic day is organised and held.
2. This variation shall take effect on and from 23 March 2006.

M. J. WALTON *J, Vice-President.*  
R. P. BOLAND *J.*  
I. TABBAA, Commissioner.

(149)

**SERIAL C5158**

## **COLD STORAGE AND ICE EMPLOYEES (NORTHUMBERLAND) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch, Industrial Organisation of Employees.

(No. IRC 3170 of 2006)

Before The Honourable Mr Deputy President Harrison

9 October 2006

### **VARIATION**

1. Delete subclause (ii) of Clause 6, Wages, of the award published 20 July 2001 (326 I.G. 216) and insert in lieu thereof the following:
  - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2003, State Wage Case 2004, State Wage Case 2005, and State Wage Case 2006.

These adjustments may be offset against:

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

### **PART B**

#### **MONETARY RATES**

**TABLE 1 - WAGES**

Adult Classification	Column A SWC 2003 Eff. 9 Oct 06 Amount per week \$	Column B SWC 2004 Eff. 9 Oct 06 Amount per week \$	Column C SWC 2005 Eff. 1 Nov. 06 Amount per week \$	Column D SWC 2006 Eff. 1 Dec. 06 Amount per week \$
Level 1	524.40	543.40	560.40	580.40
Level 2	511.90	530.90	547.90	567.90
Level 3	474.50	493.50	510.50	530.50
Level 4	470.70	489.70	506.70	526.70
Level 5	454.40	473.40	490.40	510.40

**Table 2 - Other Rates**

Item No.	Clause No.	Description	Column A SWC 2003 Eff. 9 Oct 06 Amount per week \$	Column B SWC 2004 Eff. 9 Oct 06 Amount per week \$	Column C SWC 2005 Eff. 1 Nov. 06 Amount per week \$	Column D SWC 2006 Eff. 1 Dec. 06 Amount per week \$
1	4 (iii) (a)	Shift Allowances- (a) Day and/ or afternoon and/or night rotating or alternating shifts - per shift	3.53	3.65	3.76	3.91
2	4 (iii) (b)	(b) Regular afternoon shift which does not rotate to provide the shift worker at least one third of the employee's ordinary time on day shift - per shift	5.16	5.34	5.50	5.72
3	5 (iii)	Meal Allowance	5.13	5.32	5.45	5.45
4	6 (i) (b)	Pedestrian stacker allowance - per week	7.30	7.56	7.79	8.10
5	8 (ii)	Cold temperature Allowance - Below 2 degrees Celsius - per hour	0.11	0.11	0.11	0.11
6	8 (iii)	Cold temperature Allowance - Below minus 10 degrees Celsius Per hour or part thereof	0.21	0.22	0.23	0.24
7	8 (v)	Cold temperature Allowance - Below 16 degrees Celsius - per hour or part thereof	0.31	0.32	0.33	0.34
8	8 (vi)(c)	Cold temperature allowance - Below 20 degrees Celsius - per hour or part thereof	0.57	0.59	0.61	0.63
9	9	First aid Allowance - per week	4.29	4.44	4.57	4.75

3. The variation as set out in Column A to B inclusive shall take effect from the first full pay period to commence on 9 October, 2006.
4. The variation s set out in Column C shall take effect from the first full pay period to commence on 1 November, 2006.
5. The variation s set out in Column D shall take effect from the first full pay period to commence on 1 December, 2006.

R. W. HARRISON *D.P.*

**MEAT PRESERVERS, &c. (STATE) CONSOLIDATED AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch, Industrial Organisation of Employees.

(No. IRC 3172 of 2006)

Before The Honourable Mr Deputy President Harrison

9 October 2006

**VARIATION**

1. Delete clause 7, Arbitrated Safety Net Adjustment, of the award published 16 August 2002 (335 I.G. 922) and insert in lieu thereof the following:

**7. Arbitrated Safety Net Adjustment**

- 7.1 The rates of pay in this award include the adjustments payable under the State Wage Case 2001, State Wage Case 2002, State Wage Case 2003, State Wage Case 2004, State Wage Case 2005 and State Wage Case 2006. These adjustments may be offset against:

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

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

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

Classification	Column A SWC 2001 Effect. 9 Oct 06 Amount per week \$	Column B SWC 2002 Effect. 9 Oct 06 Amount per week \$	Column C SWC 2003 Effect. 9 Oct 06 Amount per week \$	Column D SWC 2004 Effect. 9 Oct 06 Amount per week \$	Column E SWC 2005 Effect. 9 Oct 06 Amount per week \$	Column F SWC 2006 Effect. 1 Dec 06 Amount per week \$
Grade I - General Hand Storeperson - An employee who carries out all general labouring, cleaning receiving, packing or despatching work within the establishment.	405.35	423.35	440.35	459.35	476.35	496.35



Grade II Processor- An employee who is involved in Meat Processing (Manual and/ or Mechanised) or inspecting operations within the establishment. For example: Can Fill Checker, TVP Operator, Meat Inspection Operator, Depalletiser/Palletiser Operator, Unscramble Operator, Canning Machine Operator, Labelling Machine Operator, Hand Forklift Operator, Bone Mincing Machine Operator, Formed Meat Mixer	419.80	437.80	454.80	473.80	490.80	510.80
Grade III Meat Cutter and Boner- An employee involve in the preserving, boning, cutting and/ or slicing of meat. For example: Disintegrator Operator, Closing Machine Operator, Retort Operator, Pet food Batch Mixer, Boner Slicer.	438.25	456.25	473.25	492.25	509.25	529.25

**Table 2 - Other Rates**

Item No.	Clause No.	Brief Description	Column A SWC 2001 Effect. 9 Oct 06 Amount per week \$	Column B SWC 2002 Effect. 9 Oct 06 Amount per week \$	Column C SWC 2003 Effect. 9 Oct 06 Amount per week \$	Column D SWC 2004 Effect. 9 Oct 06 Amount per week \$	Column E SWC 2005 Effect. 9 Oct 06 Amount per week \$	Column F SWC 2006 Effect. 1 Dec 06 Amount per week \$
1	5.4	Meal Allowance	6.18	6.40	6.62	6.83	7.07	7.07
2	6.3(a)	Bandsaw, Handing out or Chilling Room	0.07 per hour	0.07 per hour	0.07 per hour	0.07 per hour	0.07 per hour	0.07 per hour
3	6.3 (b)	Dirty Cans Allowance	0.83	0.86	0.89	0.92	0.95	0.99

3. This variation as set out in Columns A to E inclusive shall take effect from the first full pay period to commence on or after 9 October 2006.

4. This variation as set out in Column F shall take effect from the first full pay period to commence on or after 1 December, 2006.

R. W. HARRISON *D.P.*

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## CATHOLIC HEALTH CARE SERVICES NURSES' ENTERPRISE (STATE) AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Erratum to Serial C3879 published 21 October 2005

(354 I.G. 725)

(No. IRC 2937 of 2005)

### ERRATUM

1. Delete the figures appearing in the classifications Clinical Nurse Consultant Grade 1, Column 2 Nursing Homes - Aged Care Facilities and Clinical Nurse Consultant Grade 3, Column 1, Private Hospitals in Table 1 - Salaries, of Part B, Monetary Rates, of the award published 25 March 2005 (349 I.G. 544) and substitute the following:

Classification	Private Hospitals \$	Nursing Homes - Aged Care Facilities \$
Clinical Nurse Consultant Grade 1		
1st year	1,353.80	1,298.40
2nd year	1,371.20	1,324.80
Grade 3		
1st year	1,480.80	1,430.80
2nd year	1,508.40	1,457.40

G. M. GRIMSON *Industrial Registrar.*

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## ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS COMMISSION

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

**EA06/302 - State Transit Authority of New South Wales Ferry Operations, General Purpose Hand Enterprise Agreement 2006**

**Made Between:** State Transit Authority Division of the NSW Government Service -&- The Seamens' Union of Australia, New South Wales Branch.

**New/Variation:** Replaces EA05/309.

**Approval and Commencement Date:** Approved 14 November 2006 and commenced 1 January 2006.

**Description of Employees:** The agreement applies to all General Purpose Hand employees employed by Newcastle Ferries, who are engaged at that location and fall within the coverage of the State Transit Authority of New South Wales Ferries (State) Award.

**Nominal Term:** 36 Months.

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