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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Roads and Traffic Authority of New South Wales.

(No. IRC 247 of 2007)

Before Commissioner McKenna

19 March 2007

AWARD

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PART A

1. Title

This Award will be known as the Crown Employees (Roads and Traffic Authority of New South Wales - Traffic Signals Staff) Award 2007. The terms of this Award will apply to Traffic Signals Staff employed by the Roads and Traffic Authority.

2. Definitions

- (a) "RTA" shall mean the Roads and Traffic Authority Division of the Government Service of New South Wales, established under Chapter 1A of the *Public Sector Employment and Management Act 2002* (NSW).
- (b) "Staff" shall mean the Traffic Signals classifications set out in Part B, Monetary Rates, employed by the Roads and Traffic Authority Division of the Government Service of New South Wales, established under Chapter 1A of the *Public Sector Employment and Management Act 2002* (NSW).

- (c) "ETU" shall mean the Electrical Trades Union of Australia, New South Wales Branch.

3. Purpose of This Award

- (a) The main purpose of this Award is to ensure that the following parties:

RTA management;

Staff; and

the ETU

are committed to continually improving all areas of the RTA to achieve lasting customer satisfaction and increased productivity.

- (b) The RTA is totally committed to improving the way in which it performs its operations to ensure it meets customers' needs. This is being done by means of the RTA Continuous Improvement Strategy.
- (c) This award is made on the understanding that the salaries and conditions existing for employees at the date on which this award takes effect shall not be reduced merely as a consequence of the coming into operation of this award.

4. Terms of Employment

4.1 General terms

- (a) Employment is by the fortnight for full-time and part-time staff
- (b) The RTA will pay all staff fortnightly by electronic funds transfer into a bank or other approved financial institution.
- (c) The RTA and the ETU recognise that all Staff will perform work as specified by the RTA. The RTA will regard any unreasonable failure to perform this work requirement as a refusal to perform duties. The RTA's disciplinary policy will be followed in such cases.
- (d) Staff must carry out duties that:
- they have the skills, competence, training and qualifications to undertake
 - are within the classification structure of this Award
 - do not promote de-skilling.
- (e) The RTA will not require a staff member to work in an unsafe or unhealthy environment or in breach of any statutory or regulatory requirement.
- (f) Employment of full-time and part-time staff can be terminated by the RTA with the following periods of notice dependent upon the years of "continuous service":
- up to three years' service 2 weeks' notice
 - more than three years' but less than five years' service at least 3 weeks' notice
 - more than 5 years' service at least 4 weeks' notice with a loading of one week on the applicable period where the staff member is over 45 years' and has at least 2 years' completed years' of continuous service with the RTA as at the date of termination.

4.2 Part-time employment

- (a) Staff may be employed on a part time basis subject to the needs of the RTA and in accordance with its policies and procedures for permanent and part-time staff.
- (b) Staff may apply to work part-time and the decision to do so is voluntary. No person can be directed or placed under any duress to move from full-time to part-time work, or vice versa.
- (c) Part-time staff will be employed as required.
- (d) If it is essential that part-time staff work extra hours, the extra hours will be paid at the following rates:
 - ordinary rates of pay plus a loading of 4/48ths in lieu of recreation leave for work performed up to the normal daily working hours of full-time staff performing similar duties
 - appropriate overtime rates for work performed in excess of the normal working hours of full-time staff performing similar duties.
- (e) Individual working arrangements will be:
 - agreed between the RTA and the staff member concerned;
 - set out in a written agreement signed by both parties and approved by the appropriate Branch Manager;
 - able to be varied at any time by negotiation between the parties.
- (f) The salaries and conditions of employment for part-time staff will be based on a pro rata application of salaries and conditions of employment contained in this Award for full-time staff performing similar duties.
- (g) The RTA will notify the ETU prior to the employment of part time staff.

4.3 Working hours

- (a) A normal working week for workers other than continuous shift workers will consist of 38 hours worked as follows:
 - a 20 day, 4 week cycle
 - Monday to Friday inclusive
 - 19 working days of 8 hours each
 - working hours each day between 6.00am and 5.30pm.
- (b) The commencing times operating at the various RTA offices at the time of implementing this clause shall not be changed without consultation with the ETU.
- (c) For each day worked 0.4 hours per day accrues as an entitlement to take the fourth Monday in each work cycle as a Paid Accrued Day Off ("ADO").
- (d) Staff required to work on their ADO, will be given at least 24 hours' notice, or failing such notice, will be paid for all time worked at double time.
- (e) Staff who attend RTA conferences, attend training organised by the RTA or who sit for an examination on their ADO will have another day off in lieu.

- (f) By agreement with the RTA, staff may be required to substitute the fourth Monday with another day (nominated in advance) in the working cycle. The conditions of this Award will apply to the alternate nominated ADO.
- (g) Where the fourth Monday (or ADO) falls on a public holiday, the next working day is taken in lieu of the ADO. By agreement with the RTA an alternate day of the four week cycle may be taken as the ADO.
- (h) Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks is regarded as a day worked for accrual purposes.
- (i) Staff who are ill or incapacitated on their ADO are not entitled to paid sick leave on that day, nor is the staff member's sick leave entitlement reduced.
- (j) Staff who have either:
 not worked a complete four-week cycle, or
 are regarded as not having worked a complete four-week cycle according to (a) above
 receive pro rata entitlements on the ADO for each day (or fraction of day) worked, or regarded as having been worked. On termination of employment staff receive pro rata accrued entitlements on the ADO.
- (k) Staff may be required to work on their ADO for the following reasons:
 to allow other staff to be employed productively to carry out maintenance outside of ordinary working hours
 because of unforeseen delays to a particular project (or part)
 emergency or other unforeseen circumstances on a project.
 Staff required to work on their ADO will be paid at Saturday rates.
- (l) Staff required to work on their ADO may elect, where practicable, to have another day off instead. This day off must be taken before the end of the succeeding work cycle. In such cases, the accrued entitlements are transferred to the substituted day off.
- (m) Staff on continuous shift work accrue 0.4 hours for each eight hour shift work to allow one complete shift to be taken off for every 20 shift cycle.
- (n) The conditions in (b) to (k) above also apply to continuous shift workers.
- (o) Staff on shift work shall have their 20 minute crib break, at the workplace rather than return to their headquarters for this purpose.

4.4 Shiftwork

4.4.1 General

- (a) For the purpose of this clause:
 "Afternoon shift" means a shift on which ordinary time
 finishes after 6.00pm and
 at or before midnight

- "Night shift" means a shift on which ordinary time
finishes after midnight and at or before 8.00am
commences at or before 4.00am.
- (b) Staff engaged on shift work will be allowed a minimum of 10 hours between shifts except:
at change of shifts when a minimum of 8 hours will be allowed, or
in cases of unavoidable necessity.
- (c) If the RTA instructs staff to resume or continue work without having 10 consecutive hours off duty, they will be:
paid double time until they are released from duty
entitled to be absent, without loss of pay for ordinary working time, until they have completed 10 consecutive hours off duty.
- (d) The conditions in (c) above also apply to shift workers except that 8 hours will be substituted for 10 hours when overtime is worked:
for the purpose of changing shift rosters
where shift workers do not report for duty and day workers or shift workers are required to replace them
where a shift is worked by arrangement between staff themselves.
- (e) In addition to salaries to which they are entitled under this Award, staff on afternoon and/or night shift are paid an additional 15 percent for each ordinary afternoon or night shift performed on week days.
- (f) All time worked:
between 11.00pm and 12.00 midnight Friday
between 12.00 midnight Sunday and 7.00am Monday
is paid a shift loading of 15 percent of the ordinary rate of pay.
- (g) Sunday time
"Sunday time" is:
time worked between 12.00 midnight on Saturday and 12.00 midnight Sunday
paid at double time rate.
- (h) Saturday time
Saturday time is:
time worked between 12.00 midnight on Friday and 12.00 midnight on Saturday

paid at the rate of time and a half (the time which forms part of the ordinary hours of the week continues to be taken into consideration for the calculation of overtime).

- (i) Staff employed under this clause and working a six or seven-day week three-shift roster are credited with an additional five days recreation leave per annum. This leave accrues at the rate of 5/12 of a day for each complete month that an officer so works.

4.4.2 Short term shiftwork

Where shiftwork for construction or maintenance works is of up to 2 weeks duration the following will apply:

- (a) Staff required to work shift work will be given at least 48 hours notice. If shift hours are changed, staff will be notified by the finishing time of their previous shift.

- (b) Shift work will be worked between:

Sunday to Thursday inclusive, or

Monday to Friday inclusive.

- (c) Working hours and payment for shifts are:

Single shifts: no longer than 8 hours, and
paid at time and a half.

Single shifts are worked after 6:00 pm and finish before 6:00 am.

For shifts worked between Sunday and Thursday, Sunday shifts are normal shifts that start before midnight Sunday.

For shifts worked between Monday and Friday, Friday shifts are normal shifts that start before and end after midnight Friday.

Two shifts: - worked between 6.00am and midnight or as agreed with the RTA, and
- paid at time and a quarter

Three shifts: - with the third (night) shift being seven hours and 17 minutes
- paid at time and a quarter.

- (d) Staff who are employed during normal working hours are not allowed to work afternoon or night shifts except at overtime rates.
- (e) Work in excess of shift hours, Sunday to Thursday or Monday to Friday (other than public holidays) will be paid double time.
- (f) Time worked on a Saturday, Sunday or public holidays will be paid at overtime rates, provided that:

Friday shifts referred to in clause 4.4.2 (d) will be paid at ordinary shift rates

Sunday shifts referred to in clause 4.4.2 (d) will be paid at ordinary shift rates after midnight Sunday.

- (g) If staff work a shift of less than five continuous days and:

it is not due to the actions of staff they will be paid overtime rates

it is due to the actions of the staff they will be paid normal shift rates.

- (h) If a shift exceeds four hours, staff will be allowed and paid 30 minutes crib time on each shift.
- (i) 0.4 of one hour for each shift worked will be accrued, entitling staff to one shift off without pay, in every 20 shift cycle, known as the Accrued Day Off (ADO). Wages for the accrued time will be paid in the wages period during which it has been worked.
- (j) Each shift of paid leave taken and any public holidays occurring during a four week cycle will be counted as a shift worked for accrual purposes.
- (k) Staff who do not work a complete four week cycle will receive pro rata accrued entitlements for each shift (or part of a shift) worked.
- (l) Local management and staff will agree on the:
 - arrangements for ADO's during the 20 shift cycle
 - accumulation of ADO's (maximum of five).
- (m) Once ADO's have been rostered they must be taken unless the RTA requires a staff member to work in emergencies.

4.5 Promotion criteria

All promotion from one grade to another will be on the basis of merit and be subject to the existence of a vacancy.

Selection shall be in accordance with the RTA Selection Policy in force from time to time.

5. Payments

5.1 Salaries

- (a) For a detailed list of the salaries of staff, refer to Part B, Monetary rates.
- (b) For the purposes of this Award:

the weekly rate will be calculated by dividing the annual salary by 52.17857

the hourly rate will be calculated by dividing the weekly rate by 38.

the salary rates listed in Part B are inclusive of a 1.35% annual leave loading.

5.2 Minimum and maximum payments

Staff who attend for duty and:

who are not required shall receive five hours' pay unless 12 hours' notice was given personally that they were not required

who commence work shall receive 7 hours' pay.

5.3 Incremental progression

- (a) Staff will be entitled to incremental progression within a grade after 12 months satisfactory service and conduct on each step-in grade.

- (b) The RTA may withhold an increment or reduce a staff member's salary on the basis of the staff member's:
- inefficiency
 - misconduct in an official capacity.
- (c) The RTA will provide staff with written reasons for withholding an increment or reducing their salary within 30 days of the increment being due, or of the reduction taking effect.
- (d) Periods of leave without pay where the total period of absence in any one year is greater than 5 days will not count as service when determining increments.

5.4 Overtime

5.4.1 General

- (a) Overtime will be paid only for work performed in excess of the normal working hours per day which is specifically directed by an authorised officer.
- (b) Overtime is used to allow essential work to be carried out which, due to its character or special circumstances, cannot be performed during normal working hours. It is not an optional work pattern.
- (c) Overtime will be kept to a minimum and other work arrangements such as shift work should be considered before overtime is undertaken.
- (d) If staff work flexible working hours, overtime will only be paid for approved overtime worked outside the bandwidth.
- (e) Overtime will be paid at the following rates:
- first two hours
 - time and a half
 - after the first two hours
 - double time
 - all work on Saturday
 - time and a half for the first two hours and
 - double time after the first two hours
 - all work on Sunday
 - double time
 - all work on a public holiday
 - double time and a half
- (f) Staff who are required to attend work on a Saturday, Sunday public holiday, picnic day or ADO will be paid for at least four hours work at the appropriate overtime rate.

- (g) Overtime is not payable for:
- any period of work that is less than a quarter of an hour
 - time taken as a meal break (except as provided for in 5.4.1 j)
 - time spent travelling outside normal hours.
- (h) If staff work overtime on a Saturday, Sunday or public holiday, they may apply for leave in lieu of payment for all or part of their entitlement calculated at the appropriate overtime rate. This is provided that:
- the application for leave in lieu of payment is made within two working days of their work on a Saturday, Sunday or public holiday
 - leave in lieu is taken at the convenience of the RTA
 - leave in lieu is taken in multiples of a quarter of a day
 - the maximum period of the leave in lieu for a single period of overtime is one day
 - leave in lieu is taken within one month of approval to take leave in lieu, except for work performed on a public holiday which may, at the election of staff, be added to annual leave credits
- Staff are paid for the balance of any entitlement not taken as leave in lieu.
- (i) Overtime will not be paid for attending activities which principally benefit the staff member concerned and only indirectly benefit the RTA. Such activities may include:
- conferences of professional bodies
 - lectures conducted by educational institutions
 - self-nominated training activities.
- (j) Staff required to work two hours or more overtime after their normal ceasing time are entitled to:
- 30 minutes for a meal or crib break without loss of pay, after the first 2 hours, and
 - a similar time allowance for each additional 4 hours of overtime worked.
- To qualify for the above allowance, staff must continue to work after their allowed break.
- Staff required to work past 12 noon on Saturday are entitled to a 30 minute meal break, without loss of pay between 12 noon and 1 pm.
- (k) Staff working overtime and supervising other staff will be paid the same penalties as those under their control.
- (l) The RTA may require staff to work reasonable overtime at overtime rates. An officer may refuse to work overtime in circumstances where the working of overtime would result in staff working hours which are unreasonable. For the purposes of this paragraph what is unreasonable or otherwise will be determined having regard to:
- any risk to the staff member's health and safety;

the staff member's personal circumstances including any family and carer responsibilities

the needs of the workplace or enterprise;

the notice (if any) given by the Authority regarding the working of overtime, and by the officer of their intention to refuse the working of overtime; or

any other relevant matter.

5.4.2 Call-outs

(a) Staff recalled to work overtime:

having ceased normal duty (whether notified before or after leaving the premises)

are paid for a minimum of four hours work

at the appropriate rate for each time they are recalled

will not be required, except in unforeseen circumstances, to work the full four hours if the job is completed within a shorter period.

This subclause does not apply where:

it is customary for staff to return to the workplace to perform a specific job outside ordinary working hours

the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

(b) Overtime worked on a call-out where the actual time worked is less than three hours on such recall or on each of such recalls shall not be regarded as overtime for the purposes of 10 consecutive hours off duty as outlined in 5.4.3 below.

(c)

(i) Despite 5.4.2(b), where a staff member:

is called out on two or more occasions, and

each recall is less than three hours duration, and

the timing of the callouts means that the staff member does not have a sufficient amount of sleep meaning that he or she will not be in a fit state to attend work.

The staff member should discuss with their supervisor to delay their commencement of duty to ensure that the staff member has sufficient rest.

(ii) The staff member should be given sufficient additional rest time except in cases of emergency where the staff member is required for duty.

(iii) When additional rest time is granted to a staff member, they will be paid at ordinary rates for the period that they are absent from work.

(iv) Should the RTA not be able to grant the staff member additional rest time in accordance with 5.4.2(c)(i) and the staff member is required to attend for duty, no

additional penalty payment will be made. Penalty payments will only be made where sub clause 5.4.3 comes into operation.

5.4.3 Rest break between shifts after overtime

- (a) Staff required to work after finishing a shift without a break of 10 consecutive hours before their next starting time are entitled:

to be absent from duty for 10 consecutive hours without deduction of pay.

- (b) Staff required to commence duty before the expiration of the 10 hour break will be paid double time for the time worked.

- (c) The provisions of (a) and (b) above also apply to shift workers who rotate from one shift to another by substituting "10 hours" with "8 hours":

for the purpose of changing shift rosters

where a shift worker does not report for duty

where the shift worked by arrangement between staff.

5.5 Higher duties relief

- (a) When the RTA has directed a staff member to relieve in a higher graded position and the staff member performs the normal duties of the position, the staff member will be paid an allowance to the first year salary rate of the position for the full period of relief

- (b) If a staff member performs the duties of a higher graded position for 260 days either continuously or not they shall:

be paid the next higher rate of pay for the position

be paid the next higher rate of pay for the position on the completion of a further 260 days relief either continuously or non continuously.

- (c) Periods of relief of less than 5 working days shall not be counted in the above.

- (d) All time acting in a higher grade position, except when less than 5 continuous working days, shall be recognised for determining the appropriate salary when promoted to that grade.

- (e) If a staff member acts in a position more than one grade above their position the period of relief will only be recognised in determining the appropriate salary when promoted to the grade immediately above them.

- (f) Public holidays falling within the period of relief shall be paid at the higher rate provided the staff member works in the higher grade on the day before and after the Public holiday.

5.6 Salary and grade appeals

- (a) Staff may apply to the RTA, through their Branch/Section Manager, for an:

increase in salary in excess of the rate of salary provided in this Award

alteration in the grade to which the staff member is appointed.

- (b) Staff may appeal to the RTA if they:
- are dissatisfied with a decision of the RTA
 - in respect of the staff member's salary or grade
 - in respect of any other matter under the *Government and Related Employees Appeal Tribunal Act 1989*, as amended (Part 3, Division 1, Promotion Appeals, or Part 3, Division 2, Disciplinary Appeals)
- do not exercise their rights before the Government and Related Employees Appeal Tribunal, by forwarding a Notice of Appeal to the RTA within 30 days of being advised of the decision to be appealed. The Notice will set out the grounds for appeal.
- (c) The RTA will hear the appeal and allow the staff member to either:
- attend the appeal and present the case, or
 - arrange for their representative to present the case.

5.7 Allowances and expenses

5.7.1 Meals on journeys that do not require overnight accommodation

- (a) Staff who travel on official business and who do not need to stay temporarily at a place other than their home, will be paid an allowance of \$22.50 for:
- breakfast
 - when the RTA requires them to start travelling at or before 7.00am. and return after 9.00 am.
 - an evening meal
 - when the RTA requires them to travel before 6.30pm and return is after 6.30 pm.
 - lunch
 - when, due to the journey, travel commences before 1pm and return is after 2 pm
- (b) The allowances will not be paid to staff unless:
- travel is outside their headquarters in the Sydney, Newcastle, Wollongong Transport Districts.
 - other staff travel at least 25 km from their headquarters.
- (c) A meal allowance of \$22.50 will be paid when:
- on the first day a staff member transfers from one work location to another more than 25 km from their headquarters in the same Transport District Headquarters
 - a staff member attends an evening meeting at a location in the same Transport District 25 km from their headquarters.
- (d) The hours referred to above shall read one hour earlier in respect of staff working at offices or depots which start work at 6.00am.

5.7.2 Meals on overtime

A meal allowance of \$22.50 will be paid when working overtime:

for longer than one and half hours

for working each additional four hours

When recalled to work a meal allowance will be paid:

after working four hours

after each additional four hours worked.

When recalled to work overtime a crib time of 20 minutes without loss of pay will be allowed for each four hours worked if work continues after the break.

5.7.3 Private motor vehicle allowances

(a) If staff do not wish to use their private motor vehicles for RTA business, under no circumstances can they be required to do so.

(b) Staff may use their private motor vehicle on official RTA business only if:

there is no RTA vehicle, or public or other transport available and

the use of the private motor vehicle is essential for the economic performance of the staff member's duties

the use is authorised in advance.

(c) Staff will be paid the:

RTA business rate

for use of a private vehicle on RTA business

Specified journey rate

for use of private vehicle for transport to a temporary work location

for the approved use of a private vehicle on RTA business when a RTA vehicle or public transport is available, but the staff member chooses and prior approval is given to use the private vehicle.

(d) The rates of motor vehicle allowances will be published separately by the RTA.

(e) If staff are entitled to the cost of rail travel, but choose to use their private motor vehicle, they will be reimbursed the equivalent cost of the rail fares (including sleepers where appropriate).

5.7.4 Residential course allowances

Staff who attend residential courses are entitled to allowances.

5.7.5 Lodging and travelling allowances

- (a) If the RTA requires staff to journey away from their headquarters and stay overnight at a place other than home, they are eligible for the prescribed rate and allowances for travel and lodging expenses.
- (b) If expenses exceed the prescribed rate, reasonable and actual expenses plus an incidental daily expense rate may be paid.
- (c) Full expenses shall be paid in all cases irrespective of claims made.

5.7.6 Fares to temporary work location

Staff who take up duty temporarily at a location different than their regular place of work will receive the amount of any additional fares reasonably incurred in travelling to and from the temporary location.

5.7.7 Location expenses

- (a) Staff shall not have their headquarters changed when it is known they will be relocated for less than six months unless they are surplus and have to be absorbed.
- (b) Staff who are relocated to new headquarters are entitled to reimbursement for necessary costs actually incurred in relocating themselves, their dependants and their household to the new headquarters. Unless approved by an RTA Director, this does not apply to staff who relocate:

at their own request within two years of starting duty at their previous headquarters

to a new headquarters within 34 km of their previous headquarters

due to official misconduct

at their own request because of ill health or other hardship.

- (c) The reimbursement of actual and necessary relocation costs will include:

travel and temporary accommodation on relocation

temporary accommodation at the new headquarters

removal or storage of furniture and effects

conveyancing costs for the sale of the residence at the former location where a new residence or land for a residence is purchased at the new location

rental subsidy for increased rental costs at the new location

education costs for dependent children

relocation costs on a staff member's retirement

relocation costs for a staff member's spouse and/or dependant on the death of a staff member (to the point of recruitment or equivalent).

5.8 Provision of tools

The salary rates of Traffic Signals staff in Part B takes into account that the tools listed below are provided and adequately maintained by such staff:

Centre punch	Diagonal cutting nippers (insulated, 150mm)
Measuring tape (3m)	Allen keys, metric
Hacksaw	Insulated screwdriver (Phillips No 2, 100mm)
Ball pien hammer (250g)	Screwdriver (Phillips No 0, 75mm)
Multigrips or vise-grip	Insulated screwdriver (Square, 250x10mm)
Knife (Stanley)	Screwdriver (Square, 200 x 8mm)
Universal adjustable wire stripper	Screwdriver (Square, 130 x 6mm)
Combination pliers (insulated)	Screwdriver (Square, 100 x 3mm)
Long-nose pliers (insulated, 150mm)	Shifting spanner (100mm)
	Shifting spanner (200mm)

5.9 Compensatory travel leave and payments

- (a) Staff are entitled to claim ordinary time payment or compensatory leave (if the RTA approves) when the RTA directs them to travel in connection with official business:

to and/or from somewhere other than their normal headquarters

outside normal working hours.

- (b) Staff travelling on a day where they are not required to work may claim for time spent in travelling after 7.30am.

- (c) Staff travelling on a day where they are required to work may claim for time spent travelling before the normal start time or after the normal finishing time, provided that:

the normal time for the trip from home to headquarters and return is deducted from travelling time

periods of less than ¼ hour on any day are disregarded

travelling time does not include any travel between 11.00pm on one day and 7.30am on the following day when staff have travelled overnight and accommodation has been provided

travelling time is calculated on the basis of reasonable use of the most practical and economical means of transport

travelling time does not include travelling for a permanent transfer which:

has increased salary

is for disciplinary reasons

is made at the staff member's request.

travelling time does not include travel by ship on which meals and accommodation are provided.

- (d) Staff are entitled to claim waiting time as follows:-

Where no overnight stay is involved:

1 hour shall be deducted from the time of arrival and the commencement of work.

1 hour shall be deducted from the time of ceasing work and the time of departure for home, headquarters or another work centre.

Where overnight accommodation is provided:

Any time from the completion of arrival until the time of departure shall not count as travelling time unless

work is performed on the day of departure

waiting time less one hour shall be allowed.

Where no work is done on the day of departure waiting time less one hour after normal starting time until time of departure shall be allowed.

6. Leave

6.1 Public holidays

(a) This section covers the following gazetted public holidays:

New Year's Day
Australia Day
Good Friday
Easter Saturday
Easter Monday
Anzac Day
Queen's Birthday
Labour Day
Christmas Day
Boxing Day
Proclaimed State public holidays

Proclaimed local public holidays do not qualify.

(b) If the holiday falls on a weekend, no additional payment will be made unless the RTA requires staff to work on that day. For further details, refer to Section 4.4, Shiftwork and Section 5.4, Overtime.

6.1.1 Local public holidays

(a) Staff in country areas may observe up to two local public holidays (or four half days) each year. This applies regardless of whether the local public holidays are:

proclaimed (gazetted)

locally agreed.

(b) Recreation leave, study leave and flexible leave may be taken in conjunction with local public holidays.

6.1.2 Public service holiday

(a) Staff observe the Union Picnic Day instead of the Public Service Holiday.

(b) Staff are entitled to a day's leave with pay on the first Monday in December to attend an annual union picnic. If they are required to work on that day they will be granted a leave day in lieu.

6.2 Recreation leave

- (a) Recreation leave accrues at 1 2/3 days for each completed month of service, up to a maximum of 20 working days per year.
- (b) Leave is granted at the discretion of the RTA.
- (c) The minimum period of leave that may be claimed is one hour. Any leave claimed in excess of one hour is to be claimed to the nearest one minute.
- (d) Staff employed on seven day continuous shift basis will accrue recreation leave of 2 1/12 days for each completed month to a maximum of 25 days.
- (e) Subject to paragraph (ga) of subclause 6.12 - Family and Community Service Leave, staff shall wherever practicable, take their annual leave within six months of it becoming due.
- (f) Subject to paragraph (ga) of subclause 6.12 - Family and Community Service Leave, the RTA may direct staff to take leave for which they are eligible, provided that:

the RTA gives the staff member at least four weeks' notice of the starting date of the leave.

as far as practicable, the RTA takes the staff member's wishes into account when fixing the time for the leave.

6.3 Long Service Leave

6.3.1 General

- (a) The entitlement to long service leave is set by the *Transport Administration Act 1988* (NSW).
- (b) Staff who have completed 10 years service recognised by the RTA, are entitled to long service leave of:
 - 44 working days at full pay, or
 - 88 working days at half pay, or
 - 22 working days at double pay.
- (c) For each additional calendar year of service completed in excess of 10 years, staff accrue 11 working days long service leave
- (d) From 1 January 2005, staff who have completed at least 7 years continuous service with the RTA, or as recognised in accordance with paragraphs (g) and (h) below, are entitled to access the long service leave accrual indicated in b) above on a pro rata basis of 4.4 working days per completed year of service.
- (e) Staff who are employed part-time are entitled to long service leave on the same basis as that applying to full-time staff but payment for the leave is calculated on a pro rata basis.
- (f) Staff who are employed as shift workers are debited the number of working days that fall during the period of leave, which may include a Saturday or Sunday that forms a part of the ordinary roster.
- (g) All previous full-time and part-time service with the RTA, the former Department of Main Roads, Department of Motor Transport or the Traffic Authority are to be taken into

account as service when determining the appropriate rate of accrual of long service leave for staff employed on a full-time or part-time basis with the RTA.

- (h) Permanent service with other NSW government bodies will also be recognised by the RTA in accordance with the Transferred Officers Extended Leave Act 1961 (NSW).
- (i) Nothing in paragraphs g) or h) above entitles staff to payment for previous service recognised, where the accrual for that service has previously been taken as long service leave or paid out on termination.

6.3.2 Effect of approved Leave Without Pay (LWOP) on Long Service Leave Entitlements.

- (a) To determine if staff have completed the required 10 years of service:

any period of approved leave taken without pay before 13 December 1963 counts as service to determine whether or not staff have completed 10 years of service.

any period of approved leave taken without pay after 13 December 1963 does not count towards the 10 years of service.

- (b) Where staff have completed 10 years continuous service with the RTA, or as recognised in accordance with paragraphs 6.3.1 g) and h) above, approved LWOP for the reasons listed below counts as service for long service leave accrual:

military service (e.g. Army, Navy or Air Force);

major interruptions to public transport;

periods of leave accepted as workers compensation.

- (c) For staff who have completed 10 years continuous service, or as recognised in accordance with paragraphs 6.3.1 g) and h) above, any period of approved leave without pay not exceeding 6 months counts for the purpose of calculating length of service.

6.3.3 Taking of long service leave

- (a) Subject to RTA approval, staff may take long service leave:

at a time convenient to the RTA;

for a minimum period of one hour;

at full pay, half pay or double pay.

- (b) If staff take leave at double pay:

the long service leave balance is debited the actual number of working days/hours of leave at full pay, plus the equivalent number of working days/hours at full pay necessary to make up the additional payment;

the additional payment is made to staff as a taxed, non-superable allowance;

all leave entitlements will accrue based on the actual number of working days/hours absent from work on long service leave.

- (c) If staff take leave at half pay:

the long service leave balance will be debited at the rate of half the days/hours taken as long service leave;

recreation leave entitlements will accrue at half the ordinary rate for the days/hours absent from work;

all other entitlements will accrue based on the actual number of working days/hours absent from work on long service leave.

- (d) For staff whose ordinary hours of work are constant, payment is made at the current rate of pay.
- (e) For part-time staff whose ordinary hours are not constant, payment is made based on the substantive rate of pay averaged over:
 - the past 12 months, or
 - the past 5 yearswhichever is the greater.
- (f) Payment includes all allowances in the nature of salary but does not include any amounts normally paid for shift work, overtime or penalty rates.
- (g) Payments will be increased to reflect any increment action that staff become eligible for while absent on long service leave.
- (h) Staff who take long service leave whilst in service, may choose to be paid fortnightly or in one lump sum in advance of taking leave.

6.3.4 Sick leave while on long service leave.

- (a) Staff are only entitled to claim sick leave that occurs during an absence on long service leave when sick for five or more consecutive working days.
- (b) To claim sick leave, staff must provide a medical certificate for the period claimed as soon as possible.
- (c) If sick leave is approved, the long service leave balance is re-credited with:
 - the equivalent period of sick leave if taking leave on a full or half pay basis; or
 - the equivalent period of sick leave and the extra amount of long service leave entitlement accessed to make up the double pay allowance if taking leave on a double pay basis.
- (d) If long service leave is taken at double pay, the RTA will recoup any allowance already paid for the period being claimed as sick leave.
- (e) The above apply if staff take long service leave prior to retirement but not long service leave prior to resignation or termination of services.

6.3.5 Public Holidays while on long service leave.

- (a) Public holidays that fall while staff are absent on long service leave are not recognised as long service leave and are not deducted from the long service leave balance.
- (b) Payment for a public holiday is calculated on the ordinary hours of work and paid at single time even if staff have chosen to take long service leave at half-pay or double pay.

6.3.6 Payment or transfer of long service leave on termination

- (a) Staff who are entitled to long service leave on termination of employment, including retirement, are paid the monetary value of the leave as a gratuity, in lieu of taking the leave.
- (b) For staff employed on a full-time basis, payment is calculated at the substantive rate of pay on the last day of service.
- (c) Staff who have at least five years' service as an adult but less than seven years' service, are paid pro-rata long service leave if employment is terminated:
 - by the RTA for any reason other than serious and intentional misconduct; or
 - by staff request in writing on account of illness, incapacity or domestic or other pressing necessity
- (d) In the event c) applying, any period of leave without pay taken does not count as service.
- (e) Staff who resign to join another Government Department, and 'transfer' as defined by the *Transferred Officers Extended Leave Act 1961* (NSW) are entitled to have their long service leave accrual accepted by their new employer.

6.4 Sick leave

- (a) Staff are eligible for sick leave where it is established that leave is necessary due to ill health.
- (b) Staff are eligible for 15 days, fully accumulative, sick leave:
 - in each calendar year
 - subject to compliance with the following if required by the RTA:
 - notifications
 - the completion of applications
 - the submission of medical certificates.
- (c) Part time staff are entitled to pro rata ordinary sick leave.
- (d) Staff are eligible for additional special sick leave if they:
 - have at least ten years service recognised by the RTA
 - have been or will be absent for more than three months, and
 - have exhausted or will exhaust available paid sick leave.
- (e) Staff who are eligible for additional special sick leave may be granted:
 - one calendar month additional special sick leave for each ten years of service; and
 - an additional ten calendar days less all additional special sick leave previously granted.
- (f) If any special sick leave is taken during service, the entitlement to special sick leave will be reduced by the amount of special sick leave already taken.

6.5 Maternity leave

- (a) Female staff are entitled to maternity leave to enable them to retain their position and return to work within a reasonable time after the birth of their child.
- (b) Unpaid maternity leave may be granted on the following basis:
 - up to nine weeks before the expected date of birth
 - up to 12 months after the actual date of birth
- (c) Permanent Staff may be granted paid maternity leave if they have completed at least 40 weeks' continuous service in the NSW public sector prior to the expected date of birth of their child at the ordinary rate of pay for:
 - fourteen weeks at full pay or
 - 28 weeks at half pay or
 - a combination of the two options above
- (d) The equivalent pay for the period of leave can be requested as a lump sum, paid in advance of starting maternity leave.
- (e) The lump sum payment will be made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.
- (f) Staff who choose to take paid maternity leave as a lump sum and request to return to work before the period of leave is completed, must repay the remainder of the lump sum amount.
- (g) Staff who receive payment under this clause are not entitled to any payment under clause 6.7. Parental Leave.
- (h) Where staff are on one form of leave and their child is born before the expected date of birth, maternity leave commences from the date of birth of the child.

6.6 Adoption leave

- (a) Staff are entitled to adoption leave if they are the person who assumes the primary role in providing care and attention to the child.
- (b) Adoption leave starts from the date of taking custody of the child.
- (c) Unpaid adoption leave is available to all permanent staff and may be taken as:
 - short adoption leave, being three weeks on leave without pay
 - extended adoption leave:
 - up to 12 months on leave without pay
 - including any short or paid adoption leave
- (d) Paid adoption leave may be granted to permanent staff who have completed at least 40 weeks' continuous service in the NSW public sector prior to taking custody, at the ordinary rate of pay for:
 - fourteen weeks or;

28 weeks at half pay or;

a combination of the two options above

- (e) The equivalent pay for the period of leave can be requested, as a lump sum, paid in advance of starting adoption leave.
- (f) Payment will be made up to the maximum period indicated or for the period of leave actually taken, whichever is the lesser.
- (g) Staff who choose to take paid adoption leave as a lump sum and request to return to work before the period of leave is completed must repay the remainder of the lump sum amount.
- (h) Staff who receive payment under this clause are not entitled to any payment under clause 6.7. Parental Leave.
- (i) Where both partners are employed in the public sector, adoption leave will only be granted to one partner for each adoption.

6.7 Parental Leave

- (a) Staff who are not entitled to maternity or adoption leave may be entitled to unpaid parental leave to enable them, as a parent, to share in the responsibility of caring for their child or children.
- (b) Staff employed on a full-time or part-time basis who have completed at least 40 weeks continuous service in the NSW public sector, are entitled to paid parental leave of:

one week at full ordinary pay; or

two weeks at half ordinary pay

the remainder of the requested leave being unpaid leave.

- (c) Unless otherwise agreed, the entitlement to paid parental leave will be paid at full ordinary pay for the first five days of approved leave as set out in (b).
- (d) Parental leave approved by the RTA may be taken as:

short parental leave for an unbroken period of up to five working days at the time of the birth or other termination of their spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of their child or children

extended parental leave for a period not exceeding 12 months, less any paid or short parental leave already taken as outlined above.

- (e) Extended parental leave may commence at any time within two years from the date of birth of the child or the date of placement of the adopted child and leave may be taken:

full-time for a period not exceeding 12 months or;

part-time over a period not exceeding two years or;

partly full-time and partly part-time over a proportionate period of up to two years.

6.7A Communication during Maternity, Adoption and Parental Leave

- (a) Where an employee is on maternity, adoption or parental leave and a definite decision has been made to introduce significant change at the workplace, the RTA shall take reasonable steps to:

Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or parental leave.

Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing maternity, adoption or parental leave.

- (b) The employee shall take reasonable steps to inform the RTA about any significant matter that will affect the employee's decision regarding the duration of maternity, adoption or parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the RTA of changes of address or other contact details which might affect the RTA's capacity to comply with paragraph (a).

6.7B Rights of request during Maternity, Adoption or Parental Leave

- (a) An employee entitled to maternity, adoption or parental leave may request that the RTA allow the employee:

to extend the period of unpaid maternity, adoption or parental leave for a further continuous period of leave not exceeding 12 months;

to return from a period of maternity, adoption or parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (b) The RTA shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the RTA's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) The employee's request and the RTA decision in writing.

The employee's request and the RTA's decision made under paragraph (a) must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under paragraph (a), dot point 2, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from maternity, adoption or parental leave.

6.8 Study leave

- (a) Staff are entitled to paid study leave if they are studying a course which:

is appropriate to their present classification, or

provides progression or reclassification opportunities relevant to the RTA.

- (b) Study leave will be granted on the following basis:

face-to-face students:

half an hour for every hour of lectures, up to a maximum of four hours per week, or

20 days per academic year, whichever is the lesser

correspondence students:

half an hour for every hour of lecture attendance involved in the corresponding face-to-face course, up to a maximum of four hours per week; or

20 days per academic year, whichever is the lesser.

6.8.1 Examination and pre-examination leave

- (a) To assist staff attempting final examinations in courses for which study leave has been approved and to free them from work immediately prior to an examination, staff will be given a maximum of:

five days paid examination leave per calendar year for time occupied in travelling to and from and attending the examination

half a day for pre-examination leave on the day of examination, up to a maximum of five days per calendar year.

6.9 Military leave

- (a) Staff who are part-time members of naval, military (including 21st Construction Regiment) or air force reserves will be eligible for military leave each 12 months commencing 1 July on the following basis:

Military forces:

14 calendar days annual training

14 calendar days instruction school, class or course

Naval forces:

13 calendar days annual training

13 calendar days instruction school, class or course

Air force:

16 calendar days annual training

16 calendar days instruction school, class or course

an additional grant of up to four calendar days for additional obligatory training.

6.10 Special leave

- (a) Staff will be granted special leave for jury service.
- (b) In accordance with Human Resources Policy 8.14, Special Leave, staff may also be granted paid special leave for certain activities which are not regarded as being on duty and which are not covered by other forms of leave. Activities may include:

transfer

as a witness when called or subpoenaed by the Crown

emergency volunteers

emergency or weather conditions
trade union activities/training
ex-armed services personnel: Medical Review Board etc.

National Aborigines' Day

miscellaneous:

graduation ceremonies
returning officer
local government - holding official office
superannuation seminars
naturalisation
bone marrow donors
exchange awards - Rotary or Lions
professional or learned societies

6.11 Leave without pay

Staff may be granted a maximum of three years' leave without pay. Leave without pay is calculated in calendar days.

6.12 Family and community service leave

(a) Staff may be granted family and community service leave:

for reasons related to the family responsibilities of the staff member, or
for reasons related to the performance of community service by the staff member, or
in a case of pressing necessity.

(b) The maximum amount of family and community service leave payable at ordinary rates that may be granted to a staff member is:

in the first 12 months of service - 19 hours for staff working a 38 hour week; OR

after completion of 12 months service - in any period of two years, 38 hours after the first year of service; OR

7.6 hours for each completed year of service after 2 years' continuous service, less any family and community service leave and short leave already taken by the staff member, whichever is the greater.

(c) Family and community service leave is available to part-time staff on a pro-rata basis, based on the number of hours worked.

(d) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 3 days may be granted on a discrete, 'per occasion' basis to a

staff member to cover the period necessary to arrange or attend the funeral of a family member or relative.

- (e) For the purposes of this subclause, 'family' means a staff member's:

spouse;

de facto spouse, being a person of the opposite sex who lives in the same house as their husband or wife on a bona fide basis, although they are not legally married;

child or adult child (including an adopted child, step child, foster child or ex-nuptial child);

parent (including a foster parent or legal guardian);

grandparent or grandchild;

sibling (including the sibling of a spouse or de facto spouse);

same sex partner who they live with as a de facto partner on a bona fide domestic basis; or

relative 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 another; and

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

- (f) Subject to approval, accrued sick leave may be accessed when family and community service leave has been exhausted, to allow staff to provide short-term care or support for a family member who is ill.
- (g) Access to other forms of leave is available to staff for reasons related to family responsibilities or community service, subject to approval. These include:

Accrued recreation leave

Leave without pay

Time off in lieu of payment for overtime

Make up time

- (ga) Other forms of leave and carers responsibilities

A staff member may elect, with the RTA's agreement, to take annual leave at any time within a period of 24 months from the date at which it falls due.

- (h) Depending on the circumstances, an individual form of leave, or a combination of leave options may be taken. It is the RTA's intention that each request for family and community service leave be considered equitably and fairly.
- (i) A staff member appointed to the RTA who has had immediate previous employment in the NSW Public Sector may transfer their family and community service leave accruals from the previous employer.

7. Other Conditions

7.1 Deduction of Union Membership Fees

- (a) The ETU shall provide the RTA with a schedule setting out union fortnightly membership fees payable by members of the ETU in accordance with the ETU's rules.
- (b) The ETU shall advise the RTA of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the RTA at least one month in advance of the variation taking effect.
- (c) Subject to (a) and (b) above, the RTA shall deduct union fortnightly membership fees from the pay of any employee who is a member of the ETU in accordance with the ETU's rules, provided that the employee has authorised the RTA to make such deductions.
- (d) Monies so deducted from employees' pay shall be forwarded regularly to the ETU together with all necessary information to enable the ETU to reconcile and credit subscriptions to employees' union membership accounts.
- (e) Unless other arrangements are agreed to by the RTA and the ETU, all union membership fees shall be deducted on a fortnightly basis.
- (f) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

7.2 Grievance resolution and dispute settlement

7.2.1 Grievance resolution

- (a) A grievance is defined as a personal complaint or difficulty. A grievance may:
 - relate to a perceived denial of an entitlement
 - relate to a perceived lack of training opportunities
 - involve a suspected discrimination or harassment.
- (b) The RTA has grievance resolution policy, guidelines and procedures which should be observed when grievances arise because of this Award.
- (c) The policy, guidelines and procedures are detailed in Appendix C.
- (d) While the policy, guidelines and procedures are being followed, normal work will continue.

7.2.2 Dispute settlement

- (a) A dispute is defined as a complaint or difficulty which affects more than one staff member. A dispute may relate to a change in the working conditions of a group of staff which is perceived to have negative implications for those staff.
- (b) It is essential that management and the ETU consult on all issues of mutual interest and concern, not only those issues that are considered likely to result in a dispute.

- (c) Failure to consult on all issues of mutual interest and concern to management and the ETU is contrary to the intention of these procedures.
 - 1. If a dispute arises in a particular work location which cannot be resolved between a staff member or their representative and the supervising staff, the dispute must be referred to the RTA's Manager of the Industrial Relations Section or another nominated officer who will then arrange for the issue to be discussed with the ETU.
 - 2. If the issue cannot be resolved at this level, the issue must be referred to senior management.
 - 3. If the issue cannot be resolved at this level, the issue must be referred to the Industrial Relations Commission of New South Wales.
 - 4. While these procedures are continuing, no work stoppage or any other form of work limitation shall occur and the status quo existing prior to the dispute shall remain.
 - 5. The ETU reserves the right to vary this procedure where a safety factor is involved.

7.2.3 Disputes relating to OH&S

- (a) The RTA and Traffic Signals Staff are committed to the *Occupational Health and Safety Act 2000* and other relevant statutory requirements at all times.
- (b) When an OH&S risk is identified or a genuine safety factor is the source of dispute:
 - 1. Staff have a duty to notify the RTA of the risk through their Occupational Health and Safety Committee, and
 - 2. To allow the RTA a reasonable amount of time to respond.
 - 3. The RTA has a duty to address the issue identified, and
 - 4. Report on the issue within a reasonable timeframe.
- (c) The notification of WorkCover without allowing the RTA a reasonable amount of time to respond to the issue is a breach of the legislative provisions.
- (d) The RTA respects the right of staff to refuse to continue work owing to a genuine safety issue.
- (e) The unions and wages staff acknowledge that the creation of an industrial dispute over an OH&S matter that is not legitimate is a breach under s.25 of the Occupational Health and Safety Act.

7.3 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 the effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any

- provisions 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 effect:
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.

NOTES

- (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."

This award is made on the understanding that the salaries and conditions existing for employees at the date on which this award takes effect shall not be reduced merely as a consequence of the coming into operation of this award.

8. Leave Reserved

Leave is reserved for the parties to discuss the operation and quantum of the on call allowance during the life of this Award.

PART B**MONETARY RATES****SALARY INCREASES**

Classification		+4% Operative 1/7/2007 (\$)
Grade 4	Year 1	50,365
	Year 2	52,341
	Year 3	54,398
Grade 5	Year 1	56,269
	Year 2	58,084
	Year 3	59,134

Grade 6	Year 1	60,432
	Year 2	6,2264
	Year 3	64,304
Grade 8	Year 1	72,187
	Year 2	75,116
	Year 3	77,463

APPENDIX A

Workplace reform

A1 Parties to the award

The parties bound by the Award are the:

Roads and Traffic Authority of New South Wales; and

Electrical Trades Union of Australia, New South Wales Branch

A2 Enterprise bargaining infrastructure

Implementation of continuous improvement will be based on consultation. The following bodies will assist in facilitating a consultative and participative approach.

A2.1 RTA's Single Bargaining Unit (SBU)

A joint advisory group, to be called the Single Bargaining Unit, consisting of nominated representatives from the ETU and RTA management will meet regularly and continue to oversee the development, negotiation and implementation of an agreed enterprise bargaining agenda to ensure:

a consistent approach

an effective implementation process in order to achieve the agreed outcomes within the allotted time frames

the achievement of sustainable and measurable productivity improvements.

A2.2 Project teams

Project teams will be established, if required to oversee the technical development and implementation of the RTA's workplace reform agenda items.

Project teams will be under the managerial control of an RTA Project Manager and will include both RTA and ETU nominated staff representatives.

The project teams will provide regular reports to, and as requested by, the SBU and will refer any problems which cannot be resolved at the project level to the SBU for determination.

A2.3 Staff task groups

Staff task groups will be established as required to research and provide recommendations in line with the agreed terms of reference.

A2.4 Regional consultative groups

Regional consultative groups will continue in each region of the Operations Directorate and will include both RTA nominees and ETU nominated staff.

The groups' role will continue to promote positive co-operation in overseeing the implementation of each of the RTA's workplace reform agenda areas within the directorates and to resolve any localised issues including industrial problems that arise during the implementation process.

The groups will provide regular minutes/reports to, and as requested by, the SBU and will refer any problems which cannot be resolved at the directorate level to the SBU for determination.

A2.5 General principles

- (a) The SBU, project teams and regional consultative groups will circulate to these groups minutes of their respective meetings.
- (b) Staff assigned to a project team, task group or regional consultative group will be released from their normal duties, as required to carry out the responsibilities to which they have been assigned. Should any problems arise related to such release, they will be referred to the SBU.
- (c) Regional consultative groups will:
 - be chaired (to be shared) by the ETU and RTA staff representatives
 - develop and implement a communication plan to ensure that directorate staff are kept fully informed of the work of the group and the ongoing implementation of the enterprise bargaining process across the directorate.
- (d) The SBU, project teams and regional consultative groups will be able to second a staff member to the respective body if such staff member has special expertise relevant to the issue(s) being considered.
- (e) Nominated representatives and group members will have relevant training to assist them in their roles.
- (f) The SBU, project teams, task groups and regional consultative groups will be appropriately resourced in regard to clerical backup, time, provision of information and other identified needs.

A3 Commercialisation

The ETU and staff agree to co-operate in the implementation of a commercialisation focus as the basis for the RTA's business principles and practices to ensure the most efficient utilisation of resources, by adopting the RTA's business rules and by developing achievable performance and productivity measurement targets.

A4 Process improvement

The RTA, the ETU and staff are committed to ensuring effective and efficient customer service and product delivery by analysing and recommending changes in processes, systems or procedures which will result in improvement in productivity and/or the elimination of duplication and waste.

The regional consultative groups will under the direction of the SBU:

monitor the development and implementation of process improvement at the directorate and regional level

provide appropriate updates, reports and recommendations to the SBU.

A5 Competency based training

The parties recognise the need for greater efficiency and productivity improvements which require a greater commitment to training and skill development. This commitment includes:

acknowledgement of skills held

developing a more highly skilled and flexible workforce

providing staff with the opportunity to acquire additional skills through appropriate training, thereby improving career opportunities

ensuring equality and fairness of access to training for all Staff based on organisational need to increase flexibility and productivity

removing barriers to the use of skills acquired, thus providing greater flexibility and efficiency for the organisation and greater variety and job satisfaction for Staff.

To ensure that staff meet the required agreed competencies for their classification, RTA organised training programs will be conducted in paid time and within ordinary working hours, where practicable.

A6 Performance planning and feedback

The RTA will implement a performance planning and feedback scheme that applies to all Staff and is:

implemented in consultation with the ETU that will link performance in the work place with the goals of the RTA, its regions and work units

supported by appropriate training

evaluated and monitored by the SBU.

This scheme recognises and reflects the increasing importance of teams in the RTA and their contribution to service and quality.

The parties are committed to:

ensuring teams and staff understand the relationship or interdependence of their role with other teams and staff

clearly defining expectations for each team and staff member against the agreed goals of the RTA and productivity standards

ensuring each team and staff member clearly understands the RTA's objectives, their work unit's goals and how their role is integral to the achievement of these objectives and goals

obtaining feedback from teams and Staff on the RTA's work practices, management practices and possible innovations

encouraging teams and Staff to participate in their work unit's decision making process.

A7 Conditions of employment

- (a) The parties are committed to the development and implementation of changes in conditions of employment that are customer focused and are equitable in application. Any changes will be:
- developed and implemented in consultation with the ETU to link performance in the work place with the goals of the RTA
 - evaluated and monitored by the SBU.
- (b) In making this commitment, the parties accept, in principle, the need to:
- review current work practices to ensure that they are customer focused and maximise the effective and efficient use of resources
 - review and rationalise administrative procedures
 - reduce and update documentation
 - ensure, where possible, consistent working conditions for all Staff
 - provide opportunities for all Staff to better manage their working and personal lives
 - review current work patterns to investigate flexible work arrangements which better meet Staff and customers' needs.

A8 Work environment

- (a) Occupational health and safety

The RTA is committed to achieving and maintaining an accident free and healthy workplace. This will be achieved by:

- implementation of appropriate health and safety practices and procedures
- appropriate management policies and practices
- the active and constructive involvement of all Staff; and
- management and staff member representatives participation on safety committees.

The RTA and Staff will seek to comply with the *Occupational Health and Safety Act 2000* and other relevant statutory requirements at all times.

The RTA will encourage Staff to take a constructive role in promoting improvements in occupational health, safety and welfare to assist the RTA in achieving a healthy and safe working environment.

- (b) Equality of employment

The RTA is committed to providing employment which promotes the achievement of equality in employment as an effective management strategy.

- (c) Harassment free workplace

Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference or age is unlawful in terms of the *Anti-Discrimination Act 1977*.

The RTA is committed to ensuring that Staff work in an environment free of harassment.

Staff are required to refrain from, or being a party to, any form of harassment in the workplace.

For further details, refer to the RTA's policy and guidelines for an harassment free workplace as set out in the Human Resources Manual.

A9 Consultation on excess staff

The RTA is committed to managing excess staff through a consultative approach in accordance with Government policy and continuous improvement strategies.

The parties are committed to the development and implementation of a process which will ensure equitable treatment of excess staff throughout the RTA.

Such a process will include appropriate training, career and financial assistance counselling, provision of equipment and participation in the RTA's Job Assist Scheme.

The implementation of any clause in this Award is not intended to cause any forced redundancies.

It is not the intention that any clause in this Award will prevent the RTA managing excess staff in accordance with Government policy and through a consultative process with staff and the ETU.

A10 Contractors' protocol

Where work is to be carried out by contract, including sub-contract, the RTA will:

abide by the provisions of the Industrial Relations Management Guidelines, December 1999, as developed by the NSW Government's Construction Policy Steering Committee.

ensure that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying award rates, providing award conditions and complying with other statutory provisions and RTA specified standards including but not limited to the RTA's safe working procedures, RTA's traffic control procedures and RTA's quality standards and the provisions set out in A8, Work environment.

on being advised or otherwise becoming aware that a contractor or sub-contractor is not paying award rates, providing award conditions or complying with any other statutory provisions and RTA standards including but not limited to RTA's safe working procedures, RTA's traffic control procedures and RTA's quality standards, as set out in clause 1.9 Work environment, will take necessary action to ensure that the situation is immediately rectified. Should the contractor or sub-contractor continue to breach the provision then appropriate action including termination of contract will, if appropriate, be implemented.

A11 Agreed procedures for market testing and contracting out

Where work is presently carried out by RTA staff, the parties agree that the Government's policy on Market Testing and Contracting Out will be observed. If increased efficiency through contracting out is to be considered, full consultation on all aspects, including the contracting out process and the capacity of Staff to perform the work to contractual specifications, will take place between the RTA and the ETU before initiating any change to operations presently carried out by RTA staff.

This is to ensure that all parties are informed of plans and Staff can offer input, seek clarification of issues and be kept abreast of major developments. (See Appendix D for Principles, Definitions and Consultative Process).

A12 Unplanned absenteeism (Sick leave)

The parties are committed during the life of the Award to finalising the development and implementation of strategies to identify the underlying causes of unplanned absenteeism, develop staff awareness of the problem(s) and to introduce initiatives to address the causes.

Staff who have a good employment and sick leave record and who have been suffering from a genuine prolonged illness will continue to be entitled, by Chief Executive approval, to paid sick leave should they exhaust their paid sick leave entitlement.

A13 Spread of hours

The hours and patterns of work for Staff may be reviewed during the life of this Award, if required, to better suit the needs and operational requirements of the RTA's traffic signals undertakings. Such considerations may include:

- Occupational Health and Safety issues;
- quality of working life;
- recognition of family responsibilities;
- shift work patterns;
- adequate remuneration for Staff who undertake shift work;
- rostering arrangements; and
- programmed overtime.

A14 Consultation

The parties agree that in order to maximise the benefits that can be obtained through the consultative process there is a need for full and open consultation on all relevant issues affecting Staff and the ETU.

The parties are committed to timely and effective consultation which will provide Staff and the ETU with the opportunity for input into such matters that impact upon them prior to their implementation.

A15 Communication

The parties agree to continue to implement initiatives designed to ensure that there are structured communication processes between the RTA's corporate and other directorates, regional and frontline areas to ensure timely and accurate upward and downward feedback.

A16 Casual and limited duration employment

The parties agree to enter into negotiations concerning the employment and conditions of casual and limited duration staff.

A17 HIAB, Driving and compressor allowances

The parties agree to enter negotiations concerning the payment of allowances for operating a HIAB and a compressor and an allowance for driving vehicles.

A18 Meal allowances

The parties agree to enter negotiations concerning the payment of meal allowances for staff when travelling outside their headquarters in the Sydney, Newcastle and Wollongong Transport Districts.

A19 Austel licence

The parties agree to enter into negotiations concerning staff gaining the appropriate Austel License.

A20 First aid

The parties agree to enter negotiations concerning the provision of first aid training and entitlements.

A21 Work apparel

The RTA agrees to provide staff with work apparel. The style and quantum of work apparel issued to supervisory staff will be commensurate with the work apparel provided to Works Supervisors and Surveillance Officers. Any final application of work apparel to supervisory staff will be agreed by a working party consisting of representatives of the RTA and the ETU.

APPENDIX B**IMPLEMENTATION****B1 Rescinding of previous awards**

This award rescinds and replaces the Crown Employees (Roads and Traffic Authority of New South Wales - Traffic Signals Staff) Award published 9 September 2005 (353 I.G. 803).

B2 Duration of the award and operative dates for future salary increases

- (a) This Award will take effect from 1 July 2007 and will operate for a period of one year.
- (b) Staff covered by this Award will receive a 4% increase in base rates of pay payable from the first full pay period to commence on or after 1 July 2007
- (c) The increases in base rates will be paid in consideration of the acceptance of this Award. The new base rates are set out in the table Salary Increases, of Part B Monetary Rates.

B3 Negotiating the next award

The parties agree to begin negotiations for a new award at least six months prior to the expiration of this Award

APPENDIX C**GRIEVANCE RESOLUTION****Policy**

The RTA's grievance resolution policy provides a system for managing internal grievances which:

recognises the right of an individual to raise any concern about work-related issues and expect a prompt and fair response

encourages appropriate behaviour in the workplace

raises and maintains high standards of morale and work satisfaction by providing a work environment where the full potential of each staff member can be realised.

All managers have a responsibility to identify and resolve, as far as possible, causes of stress to workers under their control without waiting for a grievance to be expressed first.

Every staff member has a responsibility to avoid treating co-workers in a way that will cause distress.

Guidelines

Definitions

(a) Grievant

The grievant is the person who raises the grievance. There may be more than one grievant involved in a grievance.

(b) Respondent

The respondent is the staff member who is alleged to:

have acted unfairly or in a discriminatory manner

be the instigator of the cause of the grievance.

There may be more than one respondent involved in a grievance.

(c) Grievance Adviser

The Grievance Adviser:

is the person who listens to a grievance, offers advice and clarifies the facts of the issue in question to enable the grievant to decide what the appropriate action is

may also participate in any discussions or mediation as a support person but not as an advocate for the grievant

does not have responsibility for resolving grievances through either action or decisions.

The person responsible for resolving grievances through action or decision is the appropriate supervisor or manager.

To provide individuals with increased flexibility in seeking advice regarding any work-related problem, staff members in the following positions within the RTA have been nominated as grievance advisers:

Human Resources Managers
EEO Manager
Spokeswomen
Women's Liaison Officer
Director of Affirmative Action
Grievance Contact persons
Aboriginal Liaison Officer.

General Principles of Grievance Resolution

(a) The grievance resolution guidelines are based on the following general principles:

staff involved in grievance resolution should have access to training

the immediate supervisor or manager should be informed in the first instance of the grievance, wherever possible, so that appropriate action can be taken

staff members must have an appropriate degree of choice about whom to approach and, ideally, have a choice of actions

grievances can be raised either orally or in writing

grievances are to be resolved as promptly as possible

where a grievance legitimately requires time for investigation:

an initial response advising of the proposed actions is to be made to the grievant within two days of the grievance being made

the investigation is to be completed within a reasonable time frame (usually no longer than four weeks)

all functional managers will manage grievances with understanding, care and consideration

the rights of every person involved are protected

the grievant has control of the resolution process except in certain cases eg where the RTA may be liable or where criminal charges may be laid

other staff may become involved in grievance resolution

as and when required

in order to provide specialised assistance

to meet the special needs of EEO target group members

the confidentiality and the integrity of every person involved will be maintained

victimisation of any person involved is totally unacceptable

resolution should be determined in a way that is satisfactory to those involved and especially to the grievant wherever possible.

Interpreters

- (a) Language and sign interpreters are available and should be used where necessary at any stage of the grievance process.
- (b) Use only professional interpreters to minimise the risk to privacy and of error. Where a non-professional interpreter raises a grievance on behalf of another person eg a friend or colleague, limit the amount of information being given to the fact that the grievant is making a complaint.
- (c) The non-professional interpreter may only continue to contribute to the situation as a support person if requested to do so by the grievant.

External Referral Sources

- (a) Staff members have the right to choose whether to use:
 - the internal grievance mechanism
 - an external body.
- (b) They may approach either or both at any time during the course of the grievance.
- (c) The list of sources of external assistance detailed below is not exhaustive and is a guide only:
 - the ETU
 - Anti-Discrimination Board of NSW

Government and Related Employees Appeal Tribunal (GREAT)

Industrial Relations Commission (with representation by the appropriate association/union)

Ombudsman

Privacy Committee of NSW.

- (d) The RTA must be advised if a staff member approaches an external body during the course of a grievance.

Protection

- (a) A grievant is protected against any action for defamation by the defence of qualified privilege, provided:
- the grievance is raised in accordance with these established procedures
 - the grievant does not intentionally make a malicious or substantially frivolous complaint
 - the grievant does not publish or make information about the grievance available to persons who have no legitimate interest in receiving it.
- (b) Any staff member who carries out grievance resolution in accordance with established procedures or who is required to prepare a report concerning another member of staff is protected against any action for defamation by the defence of qualified privilege provided that he or she:
- is not actuated by malice
 - does not publish or make information about the grievance available to persons who have no legitimate interest in receiving it.

Documentation

- (a) Grievance resolution should be managed as simply as possible. Keep informal notes brief and factual and do not include personal opinions.
- (b) All parties involved must be given the opportunity to sight and endorse all material.
- (c) The Grievance Adviser should retain all documentation until twelve months after the grievance has been resolved. Keep the material confidential and separate to personal files.
- (d) Do not make any notations on personal files unless a disciplinary charge has been found proved. In this case place only the results of the charge on the personal file of the person charged.

Training

- (a) Training courses concentrating specifically on the resolution of grievances will be made available to grievance advisers and as many staff members likely to be involved in grievance resolution as possible.

Assessing Grievance Resolution

- (a) A grievance should only be regarded as satisfactorily resolved when the outcome is fair with regards to:
- any damage and suffering sustained
 - the prognosis for the future
 - improvement of the immediate circumstances which gave rise to the grievance.

- (b) The resolution to a grievance must be lawful.
- (c) In some cases a final determination may be reached which does not fully resolve the grievance or there is no possible action which can be taken but the parties accept this. The grievance is therefore considered concluded but not resolved
- (d) A grievance is also considered to be concluded but not resolved when a grievant chooses to withdraw.
- (e) In the terms of this policy, a respondent has a right to expect that any penalty or disciplinary action will be appropriate to the degree of culpability or fault if proven or substantiated, taking into consideration any damage or suffering sustained by the grievant, and the potential for future problems.

Appeal Right

- (a) Any staff member who is dissatisfied with his or her treatment in terms of these procedures may appeal to the Director or Chief Executive for a re-examination of the decision.
- (b) This appeal right does not in any way diminish a staff member's to seek the assistance of representative of his or her trade union or association in the matter.

Grievance Resolution Procedures

- (a) Any manager, supervisor or Grievance Adviser consulted by a grievant should:

listen and be sympathetic to any distress exhibited by the grievant

be aware of their own limitations and the grievant's insecurity and fears as to the possible repercussions of lodging a grievance

clarify the facts of the grievance

ensure the confidentiality and protection of all parties involved

wherever possible, take into account the grievant's wishes regarding the process of resolution

ensure the right of the respondent to be heard before any decision is made

if resolution is not possible, conclude the grievance by advising the grievant of the:

reasons

right of appeal

external options.

- (b) In addition, if you are:

acting as a Grievance Adviser:

offer counsel and advice

refer the grievant to an appropriate functional manager. Usually this is the grievant's immediate supervisor or manager unless there is a good reason for the referral to be made to a more senior manager eg the immediate supervisor/manager is absent or is the respondent

the supervisor or manager, take the appropriate steps to investigate and resolve the grievance.

APPENDIX D

Market Testing and Contracting Out

Principles, Definitions and Consultative Process

Principles

Selection of an Area of Work to Market Test

The following principles underlie the selection of an area of work for market testing:

- (a) The area of work should be capable of being defined precisely. It should allow clear boundaries to be specified and relationships with other areas of work to be defined.
- (b) The area of work should be capable of being expressed in terms of outcomes rather than the RTA having to define how the work is to be done.
- (c) The performance of an in-house team or contractor completing the work should be capable of being accurately measured so that cost and quality are able to be clearly determined.
- (d) There should be clear competition among bidders for the area of work.
- (e) If the work is contracted out, there should be clear opportunity to penalise or replace contractors for poor or non-performance without causing significant interruption to RTA business.
- (f) There should be a reasonable expectation that cost-effectiveness improvements are possible.
- (g) The Market Testing process need be applied only when the scope and nature of the project is such that there would be "value for money" in doing this. That is, the financial and other costs of running the process should be justifiable in terms of the expected financial and non-financial benefits.

Conduct of Market Testing Projects

The following principles underlie the conduct of a market testing project:

- (a) Consultation with staff and their representatives must be an integral part of the process (see definition of consultation below).
- (b) Market testing of an area of work will not necessarily lead to contracting out of that work. The decision to contract out an area of work or retain it in-house must be based on a robust analysis of costs, benefits and risks, both financial and non-financial. Issues to be considered include but are not limited to:

track record of performing work of that type and quality of past work, including consideration of any examples of non-performance in the past

reports from reference sites

past performance in management of sub-contractors

fitness and quality of the process proposed by the bidder

financial stability of the firm

ability to meet statutory requirements, including occupational health and safety requirements, and

calibre of the key people involved in delivery of the work.

- (c) Fair and effective competition must be maintained among all bidders, including in-house bid teams. Probity processes must be in place to ensure no advantage is gained by one bidder over and others but care must be taken to ensure that probity processes are not so onerous that they disadvantage any bidders or place heavy costs on the process.
- (d) The market testing process used should facilitate innovation by bidders (including in-house bidders) and support the pursuit of "best practice". This implies that internal bid teams should be adequately resourced and have access to the relevant expertise in formulating their bids. (NB. The terms "innovation" and "best practice" refer to the achievement of technical and process improvement and not merely cost cutting.)
- (e) Equity objectives should be pursued in addition to efficiency and effectiveness objectives. This means that equity in dealing with the RTA's clients and employees must be maintained or enhanced. Equity in workplace relationships extends to safety and EEO aspects, as well as consultation with employees and their representatives. Workplace equity also implies management should demonstrate appropriate leadership and support of employees, especially those involved in internal bid processes.

Management of an Area of Work After Market Testing

The following principles underlie the management of a work area after market testing, irrespective of whether the work is contracted out or retained in-house:

- (a) The work area should be managed on an "outcome" basis, allowing room for innovation and continuous improvement in the way work is performed.
- (b) A contract and/or service level agreement(s) must be negotiated which allows cost and quality indicators to be monitored and compared over time.
- (c) Clear accountabilities must be established and understood by all parties - the team undertaking the work and the people responsible for managing the performance of the work area on behalf of the RTA.
- (d) Clear lines of communication must be defined, including processes for remedying performance discrepancies and resolution of disputes.

Definitions

- (a) "Consultation" means a process of sharing information and requiring input on key decisions before they are taken and utilising that input in formulation of the decision outcome. In a rational decision model, it may include input to and/or feedback on:
 - the identification of decision alternatives
 - the identification of decision criteria; and
 - the outcome of evaluation of alternatives against the criteria.
- (b) In an incremental decision model it may include preparation and dissemination of a discussion document on a proposed change, gaining feedback on the proposal and modifying the proposal where appropriate.
- (c) Consultation does not imply a right to veto decisions nor does it imply a right to access confidential material of a commercial or personal nature. Where a need arises to provide access to confidential information, a confidentiality control process will be implemented.
- (d) "Market Testing" is a rational approach to deciding the best value-for-money method (taking into account cost, benefit and risk) of delivery of an area of work. It does not refer to "contracting." Contracting is one possible outcome of a market testing process.

- (e) "Major Works" are defined as works valued at \$500,000 or greater unless approved as a "Minor Works" by a Regional Manager. Only major works are suitable for market testing and usually only where it is an area of work that is already performed within the RTA. The RTA may proceed directly to a contract for minor works in circumstances where in-house resources are unavailable and/or the RTA no longer performs work of that type.

Consultative Process

- Step 1
- (a) Local management required to identify projects to be considered for Market Testing and Contracting Out.
 - (b) Agreement to proposals sought from Director
 - (c) Opinions of other directors on proposed project sought by relevant Director. Director Corporate Services initiates preliminary consultation with relevant unions and notification to SBU and Labour Council.
 - (d) Relevant unions advised by Director Corporate Services and input sought. (Two weeks to respond from date of advice).
 - (e) Responses considered by relevant Director and proposals modified where appropriate.
- Step 2
- (a) Board advised of nominated projects by relevant Director.
 - (b) Nominations considered by Board and which project should proceed to market testing determined.
 - (c) Relevant unions, SBU and Labour Council advised of project approvals by Director Corporate Services.
- Step 3
- (a) Project initiated by local management.
 - (b) Nominations called for and, in consultation with relevant unions, in-house bid team appointed by relevant Director.
 - (c) In-house bid team advised of targeted savings/areas for improvement.
 - (d) Evaluation committee appointed by relevant Director.
 - (e) In-house bid team given time and resources (including appointment of relevant advisers) to identify and implement processes to achieve target savings and improvements.
 - (f) Evaluation committee reviews improvements made by internal bid team and recommendation as to whether to proceed to full market testing made to Director.
 - (g) If recommendation to proceed to market testing approved, market testing team set up by local management.
 - (h) Relevant probity processes established by local management.
 - (i) If determined necessary (i.e. to gauge size of market, identify options, etc.) Expression of Interest called.
 - (j) Expressions of interest evaluated and short list prepared.
 - (k) Request for Proposal/tender documents prepared by market testing team and reviewed. Review team to include evaluation committee and representation from relevant unions.
 - (l) RFP/tender documents modified where appropriate by market testing team.
 - (m) Evaluation model prepared by market testing team and reviewed. Review team to include evaluation committee and representation from relevant unions.
 - (n) Evaluation model modified where appropriate by market testing team.
 - (o) RFP/tender documents issued.
- Step 4
- (a) Evaluation conducted by evaluation committee using internal bid team improvements as a "benchmark".
 - (b) Draft evaluation report disseminated to relevant unions by relevant Director, submission of comments requested with a minimum of two weeks to respond from date of dissemination of report.
- Step 5
- (a) Union submissions received and report finalised by evaluation committee and submitted to relevant Director.
 - (b) Approval of evaluation report recommendations sought from Board by relevant Director.
- Step 6
- (a) Relevant unions and bidders advised by Relevant Director of decision of Board.
 - (b) Staff advised and in-house bid team debriefed by local management.

APPENDIX E**Glossary of Terms**

Traffic Signals Group

(a) RTA Officer (Traffic Signals) Grade 4

Initial appointment following completion of an apprenticeship with the Department, or on appointment to the Department.

Duties: Assist a more senior Technician as required.

Essential: Possession of A1 grade electrical mechanic's licence.

(b) RTA Officer (Traffic Signals) Grade 5

The level at which a qualified and experienced trades person is expected to perform. At this grade, the technician would be capable of working independently, and taking responsibility for the work of a gang.

Duties (typical):

In charge of a gang/crew engaged on any of the following:

Routine maintenance

Emergency maintenance

Accident repair

Construction/Reconstruction

Miscellaneous activities.

Member of a team engaged in development, maintenance or repair of traffic signal equipment.

Tasks might include:

Supervision and control of other employees

Assisting a trades person in a gang where more than one trades person is deployed

Inspection checking and repair or replacement of traffic signal equipment

Report writing

Servicing of printed circuit assemblies, relay circuits, etc (discrete components and integrated circuits)

Diagnosis of equipment faults with appropriate remedial action.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Demonstrated knowledge of traffic control equipment - Level 1

(c) RTA Officer (Traffic Signals) Grade 6

A level of technician who is experienced and technically proficient in all aspects of traffic control equipment. The technician would be expected to be capable of working independently, dealing with

complex equipment problems at a level not normally expected of a grade 2 technician. Supervision of the work of other trades persons would be required.

Duties:

In charge of a gang where the size of a gang or complexity of work is such that appointment of a grade 2 technician is considered inappropriate.

Engaged in traffic systems work.

Leader of a group of technicians engaged in development, maintenance or repair of traffic signal equipment.

Typical tasks would include those listed of grade 2 level, and where additional complexity exists.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Demonstrated knowledge of traffic control equipment - Level II.

(d) Leading Technician

This level of technician is expected to be responsible for the repair, testing and preparation of traffic signal equipment and other electric/electronic equipment, as well as provide leadership for a group of traffic signal technicians engaged on such work.

Duties:

Provide technical advice and support to the Equipment Service Manager.

Guide and co-ordinate the work of a group of traffic signals technicians.

Monitor fault records of equipment to be repaired by the group so as to assist in identification of fault patterns.

Repair, overhaul, modify and test microprocessor based controllers and other complex electronic equipment.

Preparation and testing of controller personalities against design plans.

Liaison with Divisional TEO's on adaptive engineering matters.

Essential: Criteria will include possession of "A" grade electrical mechanic's licence and qualified in electronics to post trade level or higher.

Progression from 3rd year to thereafter is after three years at the 3rd year level and subject to satisfactory staff reports and attendance at prescribed seminars, workshops etc.

(e) Supervising Technician

This level of technician is expected to provide leadership to a group of trades and non-trades staff, in assisting line management to fulfil specific objectives. The supervising technician provides the link between management and field staff, deputising for management where required. The supervising technician is expected to maintain a high degree of technical knowledge and to impart skills as necessary to other personnel, by formal or informal means. The supervising technician is accountable for the quality and quantity of work performed. The Supervising Technician will provide expert advice on the technical aspects of traffic control and advisory systems using advanced electrical and electronic technologies, eg traffic control signals, variable message signs, tidal flow systems, traffic monitoring units.

Duties (typical):

Supervise and direct the activities of traffic signal construction, reconstruction or maintenance in a specified area.

Maintain knowledge of current technology and development, maintenance and repair of traffic signal equipment.

Supervise the work of contractors as required.

Supervise and provide technical leadership to groups of technicians engaged in development, maintenance or repair of traffic signal equipment.

Acceptance testing and quality control duties.

Essential: Possession of 'A' grade electrical mechanic's licence.

Desirable: Qualified at Level II for promotion. Post-trade or certification level qualifications in areas relevant to the classification. Demonstrated knowledge of current technology and diagnostic / repair techniques for traffic control equipment.

Progression from 3rd year to thereafter is after three years service at the 3rd year level and subject to satisfactory staff reports and attendance at prescribed seminars, workshops, etc.

(f) General

Incremental progression to be subject to satisfactory service.

Duties of particular positions to be determined within the broad guidelines provided above and having regard to Job and Person Specifications.

Knowledge of traffic control equipment to be demonstrated by the satisfactory completion of an internal course of instruction. Subject to further discussion, it is envisaged that the following would be included:

Level I: General controller and equipment operation, basic SCATS and communication theory.

Level II: Advanced controller operation, detailed SCATS and communication theory.

All courses would include elements of traffic engineering principles, safety practice and industrial relations.

Officers who have previously passed parts 1, 2 and 3 will be regarded as possessing a demonstrated knowledge of traffic control equipment at Level II.

The requirement for a supervising technician to keep up-to-date would be satisfied by attendance at seminars, workshops, etc, for which supervising and grade 3 technicians would be eligible to nominate. Content would be determined having regard to current technology and developments generally.

Electronic Equipment Group

- (a) No person, excepting one who has completed an apprenticeship involving training in electronics, or has reasonable practical experience in electronics, including electronics construction, maintenance and fault repair, and has completed or is currently undertaking the Post-Trades Electronics Course (1039) or equivalent, shall be appointed as an electronic equipment technician.
- (b) Initial appointment will be at the salary level of electronic equipment technician grade c.

- (c) Progression from grade c to d shall be dependent upon:-
 - (i) the successful completion of the Post-Trades Electronic Course (1039), or equivalent, and
 - (ii) 12 months satisfactory service on the rate for electronic equipment technician grade c.
- (d) A staff member who is directed to lead other personnel in the Electronic Workshop shall be paid the rate for electronic equipment technician grade.

D. S. McKENNA, Commissioner

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MOTOR VEHICLE SALESPERSON (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees and another.

(No. IRC 2717 of 2006)

Before Commissioner Murphy

4 August 2006

VARIATION

1. Delete clause 5, Arbitrated Safety Net Adjustment, of the award published 3 November 2000 (319 I.G. 1092), and insert in lieu thereof the following:

5. Arbitrated Safety Net Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Cases May 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 adjustments and minimum rate adjustments.

2. Delete Table 1 - Wages of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Wages

Group	Classification	Total rate \$
1	Motor Vehicle Salesperson	598.20
2	Probationary Salesperson	564.50

3. Delete Item Numbers 1 and 8 from Table 2 - Other Rates and Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	3(A)(ii)	Exhibitions (Royal Easter Show, etc)	17.69 per night
8	13	Sunday Loading:	
		(a) if more than half a day is worked	119.64
		(b) if half a day or less is worked	59.82

4. Delete Table 3 - Training Wage - Skill level A and Table 4 - Training Wage - Skill Level B of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 3 - Training Wage - 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 industry/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	303.00	352.00	410.00
Plus 3 years	352.00	410.00	469.00
Plus 4 years	410.00	469.00	
Plus 5 years or more	469.00		

* Figures in brackets 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 which has been taken into account in setting the rate is 20%.

Table 4 - Training Wage - 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	293.00	337.00	396.00
Plus 3 years	337.00	396.00	451.00
Plus 4 years	396.00	451.00	
Plus 5 years or more	451.00		

* Figures in brackets 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 which has been taken into account in setting the rate is 20%.

5. This variation shall take effect on and from the first full pay period commencing on or after 24 August 2006.

J. P. MURPHY, Commissioner

TEACHERS (CATHOLIC INDEPENDENT SCHOOLS) (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Catholic Commission for Employment Relations.

(No. IRC 284 of 2007)

Before Commissioner Cambridge

15 March 2007

VARIATION

1. Insert in clause 1 Arrangement, under Part B - Monetary Rates after Table 1A Annual Salary, and Table 2A Co-ordinator and Assistant Principal Allowances, of the award published 16 June 2006 (359 I.G. 689) the following new Table 1AA, and Table 2AA.

Table 1AA - Annual Salary

Table 2AA - Co-ordinator and Assistant Principal Allowance

2. Delete paragraph (a) of subclause 4.1 of 4 Salaries and Related Matters, and insert in lieu thereof the following:
 - (a) The minimum annual rate of salary payable to full-time teachers in schools shall be in accordance with the relevant table of Part B, Monetary Rates as set out below. Fortnightly salaries shall be ascertained by multiplying the annual salary by 14 and dividing by 365 with the answer rounded to two decimal points.

Employer	Relevant Table of Part B, Monetary Rates
List A St Clare's College, Waverley	Table 1A - Annual Salary Table 2A - Coordinator and Assistant Principal Allowances
List AA Chevalier College, Bowral St Mary Star of the Sea College, Wollongong St Vincent's College, Potts Point	Table 1AA - Annual Salary Table 2AA - Coordinator and Assistant Principal Allowances
List B Brigidine College, St Ives Our Lady of Mercy College, Parramatta Santa Sabina College, Strathfield	Table 1B - Annual Salary Table 2B - Coordinator and Assistant Principal Allowances
List C (Schools operated by the Trustees of the Christian Brothers) Christian Brothers High School, Lewisham Edmund Rice College, Wollongong St Dominic's College, Penrith St Edmund's School, Wairoonga St Edward's College, East Gosford St Gabriel's School for Hearing Impaired Children, Castle Hill St Pius X College, Chatswood Waverley College, Waverley	Table 1C - Annual Salary Table 2C - Coordinator and Assistant

List D Berne Education Centre, Lewisham Boys' Town, Engadine Holy Saviour School, Greenacre Mater Dei Mt St Benedict College, Pennant Hills Mt St Joseph Milperra Oakhill College, Castle Hill Our Lady of Lebanon College, Harris Park Red Bend Catholic College, Forbes St. Augustine's College, Brookvale St Charbel's College, Punchbowl St Gregory's Armenian College, Rouse Hill St Gregory's College, Campbelltown St Joseph's College, Hunters Hill St Lucy's School, Wahroonga St Maroun's College, Dulwich Hill St Patrick's College, Campbelltown St Paul's International College, Moss Vale St Scholastica's College, Glebe Trinity Catholic College, Lismore	Table 1D - Annual Salary Table 2D(i) - Coordinator and Assistant Principal Allowances Table 2D(ii) - Salary for Assistant Principals at Oakhill College, Castle Hill and Our Lady of Lebanon College, Harris Park
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3. Delete subclause 21.1 of clause 21 No Extra Claims and insert in lieu thereof the following:

21.1 It is a term of this award that the union will not make or pursue any extra award claims for improvements in wages or other terms and conditions of employment.

- (a) for List C and List D employers, until 31 December 2008; and
- (b) for List A, List AA and List B employers, until 1 February 2009.

4. Delete clause 22 Area Incidence and Duration and insert in lieu the following clause:

22. Area Incidence and Duration

22.1 This award replaces and rescinds the Teachers (Catholic Independent Schools) (State) Award 2004, published 18th March 2005, (349 I.G. 395), as varied.

22.2 Subject to subclause 22.3, the award shall apply to all teachers and teacher/librarians employed in any recognised Catholic school or special school registered under the provisions of the *Education Act 1990* including the following:

Berne Education Centre, Lewisham
Boys' Town, Engadine
Brigidine College, St Ives
Chevalier College, Bowral
Christian Brothers High School, Lewisham
Edmund Rice College, Wollongong
Holy Saviour School, Greenacre
Mater Dei
Mt St Benedict College, Pennant Hills
Mt St Joseph Milperra Ltd
Oakhill College, Castle Hill
Our Lady of Lebanon College, Harris Park
Our Lady of Mercy College, Parramatta
Red Bend Catholic College, Forbes
Santa Sabina College, Strathfield
St Augustine's College, Brookvale
St Charbel's College, Punchbowl

St Clare's College, Waverley
St Dominic's College, Penrith
St Edmund's School, Wahroonga
St Edward's College, East Gosford
St Gabriel's School, Castle Hill
St Gregory's Armenian College, Rouse Hill
St Gregory's College, Campbelltown
St Joseph's College, Hunters Hill
St Lucy's School, Wahroonga
St Maroun's College, Dulwich Hill
St Mary Star of the Sea College, Wollongong
St Patrick's College, Campbelltown
St Patrick's College, Strathfield
St Paul's International College, Moss Vale
St Pius X College, Chatswood
St Scholastica's College, Glebe
St Vincent's College, Potts Point
Trinity Catholic College, Lismore
Waverley College, Waverley

and excluding Catholic schools operated by the Archdioceses of Canberra-Goulburn or Sydney or the Dioceses of Armidale, Bathurst, Broken Bay, Lismore, Maitland-Newcastle, Parramatta, Wagga Wagga, Wilcannia-Forbes or Wollongong and excluding Catholic schools covered by the Teachers (Independent Schools) (State) Award as published on 16 November 2001 at (329 I.G. 533).

Provided further that the award shall not apply to the following persons:

- (a) teachers of music or other individual arts who are remunerated on an individual fee basis;
- (b) members of a recognised religious order and/or Clerks in Holy Orders, and/or Ministers of Religion; provided that application may be made on behalf of any such member to be included within the scope of this award;
- (c) employees within the jurisdiction of the Independent Schools and Colleges, General Non-teaching Staff &c. (State) Industrial Committee and the Kindergartens &c. (State) Industrial Committee;
- (d) persons employed in kindergartens, nursery schools or other pre-school centres licensed as child care centres under the *Children (Care and Protection) Act 1987*.

22.3 Notwithstanding subclause 22.2, in the case of teachers employed by Chevalier College, Bowral; Dock; St Mary Star of the Sea College, Wollongong and St Vincent's College, Potts Point, for the period between 1 January 2007 and before 29 January 2007 (in the case of conditions) and between 1 January 2007 and the first full pay period on or after 1 February 2007 (in the case of rates of pay and allowances) the conditions of employment shall be in accordance with the provisions of the Teachers (Independent Schools) (State) Award 2004 as at 31 December 2006.

(NB. Before 1 January 2007, the provisions of the Teachers (Independent Schools) (State) Award 2004 applied to teachers employed by these three schools).

22.4 It shall take effect from 1 January 2006 and remain in force until 31 December 2008.

5. Insert after Table 1A, Annual Salary and Table 2A Co-ordinator and Assistant Principal Allowances of Part B, Monetary Rates, the following new tables:

Table 1AA - Annual Salary

Step	Annual Salary from the first full pay period on or after 1 February 2007 (4%) \$	Annual Salary from the first full pay period on or after 1 February 2008 (4%) \$
1	41,023	42,664
2	43,686	45,433
3	46,593	48,457
4	49,010	50,970
5	51,671	53,738
6	54,337	56,510
7	56,996	59,276
8	59,662	62,048
9	62,320	64,813
10	64,985	67,584
11	67,648	70,354
12	70,313	73,126
13	72,975	75,894
Senior Teacher Level 1	75,281	78,292

This table applies to teachers employed by Chevalier College, Bowral; St Mary Star of the Sea College, Wollongong and St Vincent's College, Potts Point.

NB. The rates of pay applying before the first full pay period on or after 1 February 2007 were determined in accordance with the provisions of the Teachers (Independent Schools) (State) Award 2004.

Table 2AA - Co-ordinator and Assistant Principal Allowances

	Annual Allowances from the first full pay period on or after 1 February 2007 \$	Annual Allowances from the first full pay period on or after 1 February 2008 \$
Senior Teacher Level 2	6,039	6,281
Co-ordinator 1	6,039	6,281
Co-ordinator 2	12,078	12,561
Co-ordinator 3	18,116	18,841
Assistant Principal - Secondary		
Enrolment		
201 - 300	21,668	22,535
301 - 600	24,013	24,974
601 - 900	26,355	27,409
901+	28,694	29,842
Assistant Principal - Primary		
Enrolment		
201 - 250	17,313	18,006
251 - 400	19,437	20,214
401 - 600	21,668	22,535
601 - 800	24,013	24,974
801+	26,355	27,409

This table applies to teachers employed by Chevalier College, Bowral; St Mary Star of the Sea College, Wollongong and St Vincent's College, Potts Point.

NB. The rates of pay applying before the first full pay period on or after 1 February 2007 were determined in accordance with the provisions of the Teachers (Independent Schools) (State) Award 2004.

In the case of a teacher employed in the position of Coordinator 2 or 3 or Assistant Principal prior to 1 January 2007, such teacher shall continue to be paid the appropriate allowance and the salary for Senior Teacher 1 (as set out in Table 1AA), for as long as the teacher holds such position. This shall not apply to any teacher employed by Chevalier College, Bowral; St Mary Star of the Sea College, Wollongong or St Vincent's College, Potts Point on or after 1 January 2007.

6. The variation shall take effect on and from 2 January 2007.

I. W. CAMBRIDGE, Commissioner.

Printed by the authority of the Industrial Registrar.

SHOP EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 181 and 182 of 2007)

Before Commissioner Murphy

27 February 2007

VARIATION

1. Delete Items 3, 4, 7, 17, 18 & 19 of Table 2 - Other Rates and Allowances, of the award published 18 May 2001 (324 I.G. 935), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	6(i) (b),(c) 36(i)(d) 36(ii)(a)	Meal Allowances	11.10
4	6(ii) 16(vii)	Breakfast Allowance	6.00
7	25(i)	Laundering Allowance (if any article requires ironing): Full-time employee Part-time and casual employee Maximum payment Laundering allowance (if none of the articles require ironing): Full-time employee Part-time and casual employee Maximum payment	9.20 per week 3.15 per shift 9.20 per week 5.50 per week 1.90 per shift 5.50 per week
17	35(iv)	Bicycle Allowance Motorcycle Allowance	10.80 per week 32.30 per week
18	35(iv)	Motor Car Allowance: car up to and including 2000cc car over 2000cc allowance per kilometre travelled	112.80 per week 134.40 per week 0.33 per km
19	35(iv)	Allowance for kilometre travelled: car under and including 2000cc car over 2000cc	0.52 per km 0.56 per km
	35(iv)	Part-time or Casual Retail Merchandiser local or Country, for the use of his/her vehicle.	0.612 per km

2. Effective on and from the first full pay period commencing on or after 27 February 2007.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

RETAIL SERVICES EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 181 and 182 of 2007)

Before Commissioner Murphy

27 February 2007

VARIATION

1. Delete items 3, 4, 7, 17, 18 and 19, of Table 2 - Other Rates and Allowances, of Part B Monetary Rates, of the award published 5 October 2001 (328 I.G. 261), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	6(i) (b),(c) 36(i)(d) 36(ii)(a)	Meal Allowances	11.10
4	6(ii)16(vii)	Breakfast Allowance	6.00
7	25(i)	Laundering Allowance (if any article requires ironing): Full-time employee Part-time and casual employee Maximum payment Laundering allowance (if non of the articles require ironing): Full-time employee Part-time and casual employee Maximum payment	9.20 per week 3.15 per shift 9.20 per week 5.50 per week 1.90 per shift 5.50 per week
17	35(iv)	Bicycle Allowance Motorcycle Allowance	10.80 per week 32.30 per week
18	35(iv)	Motor Car Allowance: car up to and including 2000cc car over 2000cc allowance per kilometre travelled	112.80 per week 134.40 per week 0.33 per km
19	35(iv)	Allowance for kilometre travelled: car under and including 2000cc car over 2000cc	0.52 per km 0.56 per km
	35(iv)	Part-time or Casual Retail Merchandiser local or Country, for the use of his/her vehicle.	0.612 per km

2. This variation shall take effect from the first full pay period commencing on or after 27 February 2007.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

RESTAURANT, &c., EMPLOYEES' RETAIL SHOPS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 181 and 182 of 2007)

Before Commissioner Murphy

27 February 2007

VARIATION

1. Delete Items 1 and 3, of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, of the award published 31 August 2001 (327 I.G. 368), and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	3(iii)	Meal Allowance	11.10
3	25(ii)	Laundering Allowance: Full-time employee Part-time and casual employee Maximum payment Laundering allowance for articles which do not require ironing: Full-time employee Part-time and casual employee Maximum payment	9.20 per week 3.15 per shift 9.20 per week 5.50 per week 1.90 per shift 5.50 per week

2. This variation shall commence from the first full pay period on or after 27 February 2007.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

UNIVERSITY UNIONS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(No. IRC 181 of 2006)

Before Commissioner Murphy

23 March 2007

VARIATION

1. Delete Items 1 and 3, of Table 2 - Other Rates and Allowances, of Part B Monetary Rates, of the award published 22 August 2003 (341 I.G. 100), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	9.1	Meal Allowance	11.10
3	25.1	Laundry Allowance: Special clothing requiring ironing Special clothing not requiring ironing	3.15 per day to a maximum of 9.30 per week 1.90 per day to a maximum of 5.50 per week

2. This variation shall take effect from the first full pay period commencing on or after 27 February 2007.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

DRUG FACTORIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 181 and 182 of 2007)

Before Commissioner Murphy

27 February 2007

VARIATION

1. Delete Item 7 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, of the award published 1 June 2001 (325 I.G. 1), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
7	17	Meal Allowance - required to work overtime in excess of 1 ½ hours after finishing time.	11.10

2. This variation shall take effect from the first full pay period commencing on or after 27 February 2007.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

WAREHOUSE EMPLOYEES DRUG (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 181 and 182 of 2007)

Before Commissioner Murphy

27 February 2007

VARIATION

1. Delete Item 3 of Table 2 - Other Rates and Allowances of Part B Monetary Rates, of the award published 25 May 2001 (324 I.G. 1181), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	11	Meal Allowance	11.10

2. This variation shall take effect from the first full pay period commencing on or after 27 February 2007.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

WAREHOUSE EMPLOYEES' - GENERAL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 181 and 182 of 2007)

Before Commissioner Murphy

27 February 2007

VARIATION

1. Delete Items 3, 5 6 and 7 of Table 2 - Other Rates and Allowances, of Part B, of the award published 23 November 2001 (329 I.G. 860), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	10	Meal Allowance	11.10
5	26(i)	Laundry Allowance - Ironing required	9.20
6	26(i)	Laundry Allowance - Ironing not required	5.50
7	27	Use of employee vehicle	0.56 per km

2. This variation shall take effect from the first full pay period commencing on or after 27 February 2007.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

COMMUNITY PHARMACY (STATE) AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 181 and 182 of 2007)

Before Commissioner Murphy

27 February 2007

VARIATION

1. Delete Items 1, 2, 4 and 5 from Table 2 - Other Rates and Allowances of Part B - Monetary Rates of the award published 21 December 2001 (330 I.G. 597) and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	15.1	Garment Allowance	1.77 per day
2	15.2	Vehicle Allowance Engine Capacity Up to 1600 cc 1601 to 2600 cc over 2600 cc	54.7 cents per km 62.2 cents per km 64.5 cents per km
4	22.3	Meal Allowance	12.05
5	35.2	Meal Allowance (Schools and Courses)	12.05

2. Effective on and from the first full pay period commencing on or after 27 February 2007.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

PHARMACY ASSISTANTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 181 and 182 of 2007)

Before Commissioner Murphy

27 February 2007

VARIATION

1. Delete Items 1, 2, 3 and 4 from Table 2 - Other Rates and Allowances, of Part B - Monetary Rates, of the award published 13 October 2000 (319 I.G. 285) and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	14 (ii)	Meal Allowance (Schools and Courses)	11.10 per day
2	8 (v)	Meal Allowance	11.10 per day
3	33	Laundering of uniforms	5.50 per week
4	33	Laundering of uniforms (non-nylon)	9.20 per week

2. Effective on and from the first full pay period commencing on or after 27 February 2007.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

MOTOR VEHICLE SALESPERSON (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 181 and 182 of 2007)

Before Commissioner Murphy

27 February 2007

VARIATION

1. Delete Items 2, 3, 4, 5, 6 and 7 of Table 2 - Other Rates and Allowances of Part B - Monetary Rates of the award published 3 November 2000 (319 I.G. 1092), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
2	11(v)(a)	Meals (Showrooms, Car Yards, etc.)	11.65
3	11(v)(b)	Meals (Royal Easter Show etc.)	11.65
4	12(ii)(a)	Vehicle Allowance - Up to 20 h.p.	152.70, plus 15 cents per km
5	12(ii)(b)	Vehicle Allowance - Over 20 h.p.	175.60, plus 24 cents per km
6	12(iii)	Vehicle Allowance - (casual) - up to 20 h.p.	Min 60 cents per km
7	12(iii)	Vehicle Allowance - (casual) - over 20 h.p.	Min 60 cents per km

2. Effective on and from the first full pay period commencing on or after 27 February 2007.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

VEHICLE INDUSTRY - REPAIR SERVICES AND RETAIL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 181 and 182 of 2007)

Before Commissioner Murphy

27 February 2007

VARIATION

1. Delete items 11, 12 and 13 of Table 7 - Allowances, of Part B Monetary Rates, of the award published 22 November 2002 (337 I.G. 65), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
11	18(j)(i)	Meal Allowance - first and each subsequent meal	11.10 per meal
12	27(a)(iv)	Travelling time - vehicle allowance	0.59 per km
13	27(d)(i)	Travelling expense - meal allowance	11.10 per meal

2. Effective on and from the first full pay period commencing on or after 27 February 2007.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

VAN SALES EMPLOYEES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 181 and 182 of 2007)

Before Commissioner Murphy

27 February 2007

VARIATION

1. Delete Item Numbers 2, 3, 4 & 5 from Table 2 - Other Rates and Allowances of Part B - Monetary Rates, of the award published 7 September 2001 (327 I.G.529), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
2	18(i)	Meal Allowance	11.10
3	44(i)	Laundering Allowance - non nylon articles	9.20
4	44(i)	Laundering Allowance - nylon articles	5.50
5	18(ii)	Meal Allowance for working Trade Fairs etc on Sundays and Public Holidays	11.10

2. This variation shall take effect from the first full pay period commencing on or after 27 February 2007.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

**BOOTMAKERS AND HEEL BAR OPERATIVES, &c. (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 181 and 182 of 2007)

Before Commissioner Murphy

27 February 2007

VARIATION

1. Delete Items 3 and 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates of the award published 31 August 2001 (327 I.G. 428) and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	16	Meal Allowance	11.10
4	34	Uniform Allowance	5.00

2. This variation shall take effect from the first full pay period commencing on or after 27 February 2007.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

MANNEQUINS AND MODELS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 181 and 182 of 2007)

Before Commissioner Murphy

27 February 2007

VARIATION

1. Delete Item 3 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates, of the award published 9 February 2001 (322 I.G. 172), and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	11 (i)	Travelling allowance when required to report direct to location site.	7.11
	11(iii)	Travelling allowance when work more than 40 kilometres from employer's main place of business.	7.11
	11(v)	Travelling allowance when suitable transport supplied.	7.11

2. This variation shall take effect from the first full pay period commencing on or after 27 February 2007.

J. P. MURPHY, Commissioner

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TENNIS STRINGS AND SUTURES INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 181 and 182 of 2007)

Before Commissioner Murphy

27 February 2007

VARIATION

1. Delete Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates of the award published 3 August 2001 (326 I.G. 684), insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
3	15	Meal Allowance	11.10

2. This variation shall take effect from the first full pay period commencing on or after 27 February 2007.

J. P. MURPHY, Commissioner

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WHOLESALE FRUIT AND VEGETABLE EMPLOYEES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(Nos. IRC 181 and 182 of 2007)

Before Commissioner Murphy

27 February 2007

VARIATION

1. Delete Table 2 - Other Rates and Allowances of Part B - Monetary Rates, of the award published 8 September 2000 (318 I.G. 552) and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	4	Meal Allowance - Commencing work before regular time or working after 5pm	11.30

2. This variation shall take effect from the first full pay period commencing on or after 27 February 2007.

J. P. MURPHY, Commissioner

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CROWN EMPLOYEES (PUBLIC SERVICE TRAINING WAGE) AWARD 2005

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 229 of 2007)

Before Commissioner Macdonald

6 March 2007

VARIATION

1. Delete "Diploma Level Trainee - Information Technology" from clause 4, Definitions of the award published 24 March 2006 (358 I.G. 281) and insert in lieu thereof the following:

"Diploma Level Trainee" means a trainee undertaking a Diploma Level Traineeship under a Vocational Training Order. The trainee will work towards the gaining of a nationally recognised Diploma as identified in the relevant industry Training Package. Trainees undertaking a Diploma Level Traineeship under the Vocational Training Order of Information Technology should have completed Certificates III and IV of the traineeship vocation of Information Technology before commencing a traineeship at Diploma level. Trainees undertaking a Diploma Level Traineeship in Information Technology may also be known as Cadets.

2. Delete paragraph (ii) of subclause (a) of clause 6, Employment Conditions, and insert in lieu thereof the following:

(iii) A trainee/cadet undertaking a traineeship at Diploma Level is engaged as a full-time employee for a nominal period of 12 months, or until achievement of the relevant competencies that will qualify the trainee/cadet for specialist qualifications established at the Diploma Level by the relevant training package.

3. Delete from Table 1, Full-time Weekly Wage Rates, and Table 2 - Hourly Wage Rates, the paragraph and table headed "Diploma - Information Technology" and insert in lieu thereof the following:

Diploma

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	\$
Diploma level	516.00

Diploma

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	\$
Diploma level - part-time	18.43

4. Delete from Appendix A - Skill Levels, the words "Information Technology" under the subheading Diploma.
5. This variation shall take effect from 6 March 2007.

A. MACDONALD, Commissioner

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TEXTILE INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4942 published 15 December 2006

(361 I.G. 1147)

(No. IRC 2675 of 2006)

CORRECTION

1. Delete in Table 2 Item 1, Item 7 and Item 17, and substitute the following:

1	5.7	Leading Hand allowance - In charge of 21 or more employees	38.10 per week
7	10.5	First-aid Attendant	10.20 per week
17	18.2	Meal Allowance For each subsequent meal	5.25

G. M. GRIMSON *Industrial Registrar.*

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SERIAL C5141

**ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL
RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA07/6 - Wollongong Undergraduate Students' Association Enterprise Agreement 2007**

Made Between: University of Wollongong Students' Representative Council -&- the NTEU New South Wales .

New/Variation: New.

Approval and Commencement Date: Approved and commenced 2 March 2007.

Description of Employees: The agreement applies to employed by University of Wollongong Students' Representative Council, also trading as University of Wollongong Undergraduate Students Association, located at Building 11, University of Wollongong, Northfields Avenue, Wollongong NSW 2522, who fall within the coverage of the Clerical and Administrative Employees (State) Award.

Nominal Term: 36 Months.

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