



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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(1942)

SERIAL C9849

CROWN EMPLOYEES (SYDNEY OPERA HOUSE) AWARD 2024

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 212719 of 2024)

Before Commissioner O'Sullivan

15 August 2024

AWARD

Arrangement

Clause No. Subject Matter

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SECTION 1 - APPLICATION AND OPERATION

1. Title

This Award will be known as the Crown Employees (Sydney Opera House) Award 2024.

2. Definitions

- 2.1. **Accumulated Work Time (AWT)** means all time worked by an employee (except paid overtime) in the Settlement Period.
- 2.2. **Act** means the *Government Sector Employment Act 2013*.
- 2.3. **Actual working hours** are the pattern and span of hours that the employee and their manager have agreed that the Employee will work between Monday and Friday to meet ordinary weekly contract hours and individual, team and business requirements, and may include accumulated work time where meaningful work is available to be performed.
- 2.4. **Agency Head** means for the purposes of this award the Chief Executive of the Sydney Opera House Trust Staff Agency as set out in Schedule 1, Part 2 of the Act, or their nominated delegate
- 2.5. **Bandwidth** means the time period of 6:00am to 10:00pm Monday to Friday in which ordinary hours may be flexibly worked at ordinary rates of pay.
- 2.6. **Conditions Award** means the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and its successor instruments.
- 2.7. **Contract business** means a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- 2.8. **Contract Hours** means the weekly hours an employee is required to work under their employment contract.

- 2.9. **Dependant** means a person who lives in the principal place of residence of the employee and who is wholly or in part dependent on the employee for support; or a person who does not reside with the employee who is otherwise wholly or in part dependent on the employee for support.
- 2.10. **Employee** means a non-executive public service employee who is employed under the Act as an ongoing employee, temporary employee or casual employee who is employed to work in the Sydney Opera House Trust Staff Agency to enable the Sydney Opera House Trust to exercise its functions and who is assigned to a role listed in clause 4.1 of this award or a newly created role in accordance with clause 4.2 of this award.
- 2.11. **Family Member** means:
- (a) A spouse of the employee.
 - (b) A de facto spouse is a person of the opposite or same sex to the employee who lives with the employee as the employee's partner on a bona fide domestic basis although not legally married to the employee.
 - (c) A child or adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild, or sibling of the employee or of the spouse or de facto spouse of the employee.
 - (d) A relative of the employee who is a member of the same household, where for the purposes of this definition:

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

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

"Household" means a family group living in the same domestic dwelling.
- 2.12. **Flexible Working Hours Credit** means the Accumulated Work Time which exceeds the contract hours in a Settlement Period and includes any time carried over from any previous Settlement Periods.
- 2.13. **Flexible Working Hours Debit** means the debit which arises when the Accrued Work Time in a settlement period, including approved leave taken during the Settlement Period and any carry over from the previous settlement period, are less than the contract hours for the Settlement Period.
- 2.14. **Flex leave** means the period of leave that an employee may with the approval of the employee's manager absent themselves from work using Flexible Working Hours Credits in accordance with clause 12 of this award.
- 2.15. **Industrial Relations Secretary** means the Industrial Relations Secretary as defined in s49 the Act.
- 2.16. **Commission** means the Industrial Relations Commission of New South Wales.
- 2.17. **Labour hire business** means a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply employees employed or engaged by it to another employer for the purpose of such employees performing work or services for that other employer.
- 2.18. **Ongoing employee** means a full-time or part-time employee whose employment continues until the employee resigns or has his or her employment terminated as defined in the Act.
- 2.19. **Public Holiday** means a day declared under Part 2 of the *Public Holidays Act 2010*, as a public holiday.
- 2.20. **Salaries Award** means the Crown Employees (Public Sector - Salaries 2022) Award and its successor instruments.

- 2.21. **Settlement Period** means the period of 12 consecutive weeks during which eligible employees may flexibly work their hours in accordance with this Award. The first Settlement Period commences on the commencement of this award.
- 2.22. **SOH** means Sydney Opera House Trust Staff Agency as set out in Schedule 1, Part 2 of the Act.
- 2.23. **Sydney Opera House Enterprise Agreement** means the Sydney Opera House Enterprise Agreement 2022-2024 (and its successor instruments).
- 2.24. **Temporary employee** means a full-time or part-time employee who is engaged for a temporary purpose in accordance with the Act and the *Government Sector Employment (General) Rules* 2014.
- 2.25. **Union** means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

3. Parties

Parties to this Award are:

- 3.1. Industrial Relations Secretary,
- 3.2. The SOH, and,
- 3.3. The Union.

4. Coverage

- 4.1. The provisions of this Award apply to Employees who are assigned to the following roles the descriptions of which are in Schedule A:
- (a) Executive Team Assistant
 - (b) Recruitment Coordinator
 - (c) Recruitment Administrator
 - (d) Coordinator Government Policy & Heritage
 - (e) Government Relations Officer
 - (f) Information Analyst
 - (g) Records Management Specialist
 - (h) Procurement Officer
 - (i) Financial Accountant Operations
 - (j) Financial Accountant & IPOS Operations Support
 - (k) Financial Accountant
 - (l) Graduate Accountant
 - (m) Payroll Officer.
- 4.2. This award will also apply to non-executive public service employees who are employed under the Act to enable the Sydney Opera House Trust to exercise its functions and who are assigned to newly created

roles that perform the same or substantially equivalent duties as the role classifications listed in clause 4.1 or described in Schedule A of this Award.

- 4.3. Subject to clause 4.4, this award will apply to the exclusion of the Conditions Award and the Salaries Award.
- 4.4. The clauses of the Conditions Award and clauses of the Salaries Award listed in Schedule D of this award, and any subsequent and equivalent clauses in their successor instruments, apply to the Employees covered by this award as if those clauses were clauses of this award.
- 4.5. This award does not apply to any public service employee who is employed under the Act to enable the Sydney Opera House Trust to exercise its functions, other than when assigned to a non-executive role specifically identified in clause 4.1 or newly created in accordance with clause 4.2. This includes public service non-executive employees to whom the Sydney Opera House Enterprise Agreement applies or who are Public Service Senior Executives as defined in the Act.
- 4.6. An Employee covered by this award (or its successors) is not covered by the Sydney Opera House Enterprise Agreement.

5. Area, Incidence and Duration

- 5.1. The provisions of this award will apply to Employees in accordance with clause 4.
- 5.2. This Award will commence on 23 August 2024 and will remain in force for 2 years.
- 5.3. This award remains in force until varied or rescinded, the period for which it was made having already expired.

6. No Extra Claims

Other than as provided for in the *Industrial Relations Act* 1996 there will be no further claims, demands or proceedings instituted before the Industrial Relations Commission of NSW for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the award that take effect during the nominal term of this award.

SECTION 2 - TYPES OF EMPLOYMENT AND CLASSIFICATIONS

7. Forms of Employment

An Employee can be employed in ongoing employment (full time or part time); temporary employment (full-time or part time); or casual employment as defined in the Act.

8. Full-Time Employment

A full-time employee will be engaged for 35 ordinary hours per week to be worked flexibly as a weekly average or in a set and regular pattern in accordance with clause 12.

9. Part-Time Employment

- 9.1. A part-time employee will be engaged to work less than 35 ordinary hours per week to be worked flexibly as a weekly average or in a set and regular pattern in accordance with clause 12.
- 9.2. Part-time employees are paid the standard hourly rate for their classification and all entitlements are calculated on a pro rata basis.
- 9.3. Hours of work will be mutually agreed between an Employee and their manager prior to commencement of the part-time employment to achieve the work plans, goals and service expectations of the position and preferences of the employee. The terms of this agreement must be in writing.

- 9.4. The hours of work may be varied at any time, subject to the agreement of the manager and the Employee. Any variation must be in writing.
- 9.5. Part-time employees are entitled to the same flexible working hours arrangements that apply to full-time employees.
- 9.6. Part-time employees may mutually agree to work additional hours in excess of their contracted ordinary hours, up to 35 hours per week. The part-time employee may choose for these additional hours to be paid at ordinary rates plus a loading of 4/48ths in lieu of recreation leave, with additional leave entitlements accrued on an hourly basis, or to credit these hours as Accumulated Work Time.
- 9.7. For time worked in excess of the full-time hours, or outside the Bandwidth, payment will be made at the appropriate overtime rate in accordance with clause 18 of this award.

10. Casual Employment

- 10.1. Casual employees are engaged and paid on an hourly basis.
- 10.2. Casual employees will be engaged and paid for a minimum of 3 consecutive hours for each day worked.
- 10.3. Casual employees may work up to 10 consecutive hours each day (exclusive of unpaid meal breaks) at ordinary rates of pay between the bandwidth hours of 6:00am to 10:00pm Monday to Friday.
- 10.4. Rate of Pay
 - 10.4.1. The ordinary hourly rate of pay for casual employees is derived by dividing the full-time annual salary of an employee in the same role classification by 52.17857, and dividing this amount by the 35 ordinary weekly hours that apply to a full-time employee in the same role classification.
 - 10.4.2. Casual employees will be paid a loading on the appropriate ordinary hourly rate of 15% in addition to their rate of pay, in recognition of the casual nature of employment and to compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.
 - 10.4.3. Casual employees are also entitled to receive a 1/12th loading in lieu of annual leave.
- 10.5. Casual employees are not entitled to the conditions in clause 12.
- 10.6. Casual employees will be paid overtime in accordance with clause 18 of this award when directed to work:
 - 10.6.1. in excess of 10 consecutive ordinary hours per day (exclusive of unpaid meal breaks) from Monday to Friday; or
 - 10.6.2. prior to 6:00am or after 10:00pm Monday to Friday; or
 - 10.6.3. on a Saturday, Sunday or Public Holiday.
- 10.7. Leave -
 - 10.7.1. Other than provided for in this clause, casual employees are not entitled to any other forms of paid or unpaid leave.
 - 10.7.2. Casual employees are entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955*.
 - 10.7.3. Casual employees are entitled to unpaid parental leave under chapter 2, Part 4, Division 1, Section 54 of the *Industrial Relations Act 1996*. The Agency Head must not fail to re-

engage a casual employee because the employee accessed the entitlements provided for in this subclause. The rights of the Agency Head to engage or not to engage a casual employee are otherwise not affected.

10.7.4. Personal Carers entitlement for casual employees -

- (a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a Family Member, who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary and notice requirements set out in this subclause.
- (b) The casual employee must notify their manager of their inability to attend work or remain on duty as soon as reasonably practicable, and no later than 24 hours after commencing their absence.
- (c) The Agency Head and casual employee will agree the period of unavailability for work. Where agreement is not reached, the casual employee is entitled to be unavailable for up to 48 hours on each occasion. The casual employee will not be entitled to payment during these periods.
- (d) Where requested by the Agency Head, the casual employee will provide evidence in support of their unavailability for work. This will include a medical certificate or statutory declaration where related to the illness of a Family Member, or a statutory declaration or other evidence acceptable to the Agency Head where related to an emergency. In all circumstances, the evidence must establish that the medical or other unexpected emergency has occurred which resulted in the Family Member requiring the care of the employee.
- (e) In normal circumstances, a casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
- (f) The Agency Head must not fail to re-engage a casual employee because they have accessed entitlements in this clause. The rights of the Agency Head to engage or not to engage a casual employee are otherwise not affected.

10.7.5. Bereavement entitlements for casual employees -

- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a Family Member on production of satisfactory evidence (if required by the Agency Head).
- (b) The casual employee must notify their manager of their inability to attend work or remain on duty as soon as reasonably practicable, and no later than 24 hours after commencing their absence.
- (c) The Agency Head and casual employee will agree the period of unavailability for work. Where agreement is not reached, the casual employee may be unavailable for up to 48 hours on each occasion. The casual employee will not be entitled to payment during these periods.
- (d) The Agency Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Agency Head to engage or not to engage a casual employee are otherwise not affected.

10.7.6. Leave for Matters arising from Domestic and Family Violence

- (a) Paid domestic and family violence leave provided in clause 22 of this award is not pro-rata for casual employees.
- (b) Casual employees will be paid at their full rate of pay for the hours they were rostered for and would have worked had they not taken the leave. For the purposes of this clause, "rostered" means the employer has offered specific hours of work and the casual employee has accepted that offer.

11. Classifications

- 11.1. All Employees assigned to the roles listed in clause 4.1 and 4.2 of this award will be employed in one of the four grades identified in Table 1 of Schedule B.
- 11.2. The applicable grade of any newly created or varied role covered by this award will be determined by evaluating the relevant role description to determine its relative work value points using the Mercer Cullen Egan Dell (CED) job evaluation system, and by referencing the CED work value points applicable to each grade in Table 1 of Schedule B of this award.
- 11.3. Upon commencement of this award, the grade and salary pay points applying to the role classifications listed in clause 4.1 of this award are set out below.

Grade	Salary pay point	Role classification
Grade 4	Pay point 3	Information Analyst
Grade 3	Pay point 1	Procurement Officer Financial Accountant Operations
Grade 2	Pay Point 8	Financial Accountant & IPOS Operations Support Executive Team Assistant Government Relations Officer Records Management Specialist
	Pay point 7	Payroll Officer
	Pay point 6	Financial Accountant
	Pay Point 4	Recruitment Coordinator
	Pay point 2	Coordinator, Government Policy & Heritage
Grade 1	Pay point 6	Recruitment Administrator
	Pay point 6	Graduate Accountant

- 11.4. The grade and salary pay point that will apply to any newly created or varied non-executive role covered by this award will be determined in accordance with clause 15.4 of this award.

SECTION 3 - HOURS OF WORK

12. Hours of Work and Flexible Work Hours Arrangements

- 12.1. Due to the nature of the SOH's business, all Employees may work a variable pattern and number of hours, which may be of an extended duration or outside normal business hours.
- 12.2. Flexible working arrangements - full-time and part-time employees may work their Contract Hours in accordance with the following flexible working arrangements:
 - 12.2.1. Contract Hours may be flexibly worked between 6:00am and 10:00pm Monday to Friday to achieve the agreed work plans and goals of the Employee's role and to accommodate their personal commitments or working hour preferences.
 - 12.2.2. Hours worked prior to 6:00am or after 10:00pm on a weekday (Monday to Friday inclusive) will be paid as overtime in accordance with clause 18 of this Award.
 - 12.2.3. An Employee's Actual Working Hours will be determined by mutual agreement between the Employee and their manager upon commencement in their role.

- 12.2.4. An Employee's Actual Working Hours may only be varied by mutual agreement in response to changes in operational requirements which may include where there is a change in the Employee's Contract Hours and the personal needs of the Employee.
 - 12.2.5. Flexible working hours arrangements do not apply to casual employees whose working hours will be established in accordance with clause 10 of this award.
- 12.3. Contract hours and settlement period -
- 12.3.1. The contract hours of full-time or part-time employees may be balanced and flexibly worked across the Settlement Period in accordance with the flexible working arrangements in this award.
 - 12.3.2. A full-time employee's Contract Hours in each Settlement Period is 420 hours.
 - 12.3.3. A part-time employee has a prorated amount of Contract Hours calculated on the basis of their weekly contracted hours multiplied by the 12 weeks in the Settlement period.
 - 12.3.4. For an Employee who commences or ceases employment during a Settlement Period, clauses 12.3.1, 12.3.2, 12.3.3, 12.6.3, 12.6.6, 12.7 12.7.1 and 12.7.2 will operate on a pro rata basis for the duration of the settlement period in which they commence or cease employment.
- 12.4. Daily ordinary hours -
- 12.4.1. Full-time and part-time employees may work up to 10 ordinary hours per day (not including unpaid meal breaks) at ordinary rates of pay in accordance with flexible working arrangements in this award.
 - 12.4.2. Hours that are worked in excess of 10 ordinary hours per day will be paid as overtime in accordance with clause 18 of this award.
- 12.5. Meal and lactation breaks - an employee may schedule and take meal and lactation breaks in accordance with clause 14 of this award.
- 12.6. Accumulation of work time and taking of flex leave -
- 12.6.1. All time worked by an Employee during the settlement period, except lunch and meal breaks and paid overtime, will count towards the employee's Accumulated Work Time if the work is available to be performed.
 - 12.6.2. Prior approval is not required to accumulate work time where consistent with the Actual Working Hours agreed in accordance with clause 12.2.3, however these hours must be regularly recorded and monitored by the employee and their manager.
 - 12.6.3. The SOH can approve the accumulation of work time that is not consistent with the agreed Actual Working Hours, before these hours are worked, if work is available to be performed.
 - 12.6.4. The SOH can approve the accumulation of work time that is not consistent with the agreed Actual Working Hours after these hours have been worked, if reasonably satisfied that it was not reasonably practical for the Employee to seek approval prior to the working of these hours and work was available to be performed.
 - 12.6.5. Where an Employee has accrued 8 weeks recreation leave, unless otherwise authorised by their manager, flex leave can only be taken where recreation leave has been applied for and approved. If, however, recreation leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.

- 12.6.6. Full-time employees are entitled to accumulate and take up to 42 hours (6 days) of Flexible Working Hours Credits as flex-leave in each 12 week settlement period.
 - 12.6.7. Part-time employees will have a pro-rated entitlement to flex-leave, based on their full-time equivalent contract hours.
 - 12.6.8. Managers and Employees will work together to ensure that Employees do not accumulate more than 42 credit hours in a settlement period.
 - 12.6.9. Employees will be encouraged to take a minimum of 21 hours (3 days) flex leave within the Settlement Period in which the hours are accumulated.
- 12.7. Carrying forward hours between settlement periods:
- 12.7.1. At the end of each Settlement Period, a full-time employee is entitled to carry forward:
 - (a) Flexible Working Hours Credit balance of up to 42 hours (6 days); and
 - (b) Flexible Working Hours Debit balance of up to 14 hours (2 days).
 - 12.7.2. Approval may be granted for an Employee to carry forward Flexible Working Hours Credits in excess of the maximum of 42 hours (6 days) where there is satisfactory evidence that exceptional operational circumstances have prevented the Employee from taking sufficient flex-leave to ensure their Flexible Working Hours Credit balance remains within the maximum allowed under clause 12.7.1 this award. Any approval is at the discretion of the authorised delegate having regard to the circumstances and subject to:
 - (a) A work plan being agreed to reduce these hours and avoid their forfeiture at the end of the next settlement period; and
 - (b) The Employee's recreation leave balance not exceeding 30 days.
 - 12.7.3. Any Flexible Working Hours Credits not used or carried forward at the end of the Settlement Period will be forfeited.
- 12.8. Cashing out flex-leave -
- 12.8.1. Where an Employee gives notice of resignation, retirement or transfer to another government department, the manager and employee during the period of notice will take reasonable steps towards eliminating any accumulated credit or debit hours. It is accepted that some credit or debit may not be addressed.
 - 12.8.2. On resignation or separation from SOH, the notice period may be increased by the number of flex days available to the Employee to ensure accumulated work time is reduced by the last day of duty, subject to agreement by the Employee.
 - 12.8.3. Where an Employee has an accumulation of debit hours at the completion of the last day of service, any accumulated recreation leave or monies owing to that employee will be used to offset the debit hours.
 - 12.8.4. Reasonable effort must be made to reduce credit hours as there will be no payment for any residual credit hours on the last day of duty.
 - 12.8.5. The Agency Head will facilitate the transfer of an Employee's Flexible Working Hours Credits to an agency to which the Employee is transferring if requested by the Employee and accepted by that agency.
- 12.9. Attendance and notification of absences

- 12.9.1. SOH may vary an Employee's hours of attendance on a one off, short-term or long term basis where an Employee is unable to comply with the Actual Working Hours agreed with their manager in accordance with clause 12.2 of this award due to transport disruptions, urgent personal reasons or community or family reasons. The variation of the Employee's working hours must not adversely impact SOH operations, reduce hours worked, incur additional expense to the SOH, or reduce the employee's lunch break to less than 30 minutes. Any long-term variation to Actual Working Hours must be made in accordance with clause 12.2.4 and must be documented 3. The Union will be consulted as appropriate where these changes impact the hours for the work area.
- 12.9.2. An Employee who is prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may apply to vary their working hours in accordance with clause 12.9.1, agree an alternative working arrangement or take available leave (family and community service leave, flex leave, recreation, extended leave or leave without pay) to cover the period concerned.
- 12.9.3. An Employee is required to notify their manager as soon as possible of any absence from duty that has not previously been authorised. Where a reason for this absence is not provided or is unsatisfactory to the Agency Head, the period of absence may be deducted from the Employee's pay.

12.10. Non-flexible hours of work arrangements

- 12.10.1. SOH may require that an Employee not work flexible working hours in accordance with clause 12.2 of this award and instead work 35 ordinary hours each week between the hours of 7:30am to 6:00pm Monday to Friday in a set and regular pattern as determined by the Agency Head in accordance with the operational requirements of the SOH where:
- (a) an Employee and their manager have not mutually agreed the Actual Working Hours that the Employee will work in accordance with clause 12.2.3, or
 - (b) SOH directs that the flexible working hours arrangements being worked by the Employee will cease. A direction provided to an Employee under this subclause will require a minimum of 4-weeks' notice and may only occur when SOH determines that a change in the Employee's Actual Working Hours is required to meet its operational requirements; or where the Agency Head determines that the Employee is not observing the terms of clause 12 of this award.
- 12.10.2. An Employee required to work the hours prescribed under clause 12.10.1 will be entitled to the payment of overtime at the applicable rate (or the accrual of leave in lieu of overtime) as set out in clause 18 of this award when directed to perform work before 7:30am, or after 6:00pm Monday to Friday, or outside the normal pattern of hours that they have been directed to work.

- 12.11. The Employees covered by this Award are not shift workers as defined in the Conditions Award. In the future event that the Employees covered by this Award are required by the Agency Head to work shift work, the conditions as set out schedule D that relate to shift work will apply.

13. Recording Hours of Work

Employees are required to observe and record their hours of work which they actually perform in the manner determined from time to time by the Agency Head.

14. Breaks

14.1. Meal Breaks -

- 14.1.1. The scheduling and duration of meal breaks are subject to the operational requirements of the work unit, the needs of the Employee and the approval of the Employee's manager.

- 14.1.2. Any meal breaks taken during an Employee's hours of work do not contribute towards Accumulated Work Time.
- 14.1.3. For work health and safety reasons, a meal break of at least 30 minutes must be taken after no more than 5 hours of continuous work.
- 14.1.4. Unless otherwise varied by agreement, a standard unpaid meal break is 1-hour duration.
- 14.1.5. Where the Employee is not provided with this meal break, they will receive their ordinary rate of pay plus a penalty payment of 100% (or 150% on a public holiday) in lieu of any other applicable penalties from the expiry of the five hour period until an appropriate break is provided.

14.2. Lactation Breaks -

- 14.2.1. SOH will provide an Employee who is a lactating mother with a lactation break in addition to any applicable meal break provided in clause 14.1 for the purposes of breastfeeding, expressing milk or performing any other associated and necessary activity.
- 14.2.2. A full-time employee or a part-time employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 14.2.3. A part-time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 14.2.4. An Employee and their manager may mutually agree a flexible approach to taking lactation breaks provided that the total lactation break time is not exceeded. The SOH will balance its operational requirements with the lactating needs of the employee.
- 14.2.5. SOH will provide the lactating mother with access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk, which will include other suitable facilities, where practicable, such as refrigeration and a sink. Where this is not practicable, the manager and Employee will attempt to identify reasonable alternative arrangements.
- 14.2.6. Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 14.2.7. Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave or flexible working hours scheme set out in clause 12 of this award.

SECTION 4 - SALARIES AND ALLOWANCES

15. Salaries

- 15.1. The salaries in Table 2 - Classifications and Salary Rates in Schedule B - Classification Structure & Rates of Pay set out the salaries which will be paid to Employees covered by this award. The full-time equivalent salary pay points in this table are not an incremental pay scale and employees are not entitled to increments.
- 15.2. SOH will pay an Employee their salary fortnightly by electronic transfer to the employee's nominated bank account.
- 15.3. SOH will reimburse an Employee for any work-related expenses properly and reasonably incurred during the performance of duties.

- 15.4. Where a substantial change is made to the accountabilities, responsibilities, skill and or capability requirements of an existing role (listed in clause 4.1 of this Award), or where a new non-executive role is created that performs the same or substantially equivalent duties as a role listed in clause 4.1 (as provided in clause 4.2 of this Award), the new or amended role will be:
- 15.4.1. evaluated in accordance with NSW public service policy using the Mercer Cullen Egan Dell (CED) job evaluation system to determine its relative work value expressed in points;
 - 15.4.2. assigned a role grade as provided in Table 1 (Grade Structure) of Schedule B Classification Structure and Rates of Pay in this award by referencing the work value points that apply at each grade of this table.
 - 15.4.3. allocated a specific pay point within the remuneration range of the applicable grade to which the role has been assigned by:
 - (a) establishing the indicative pay point based on the position of the evaluated work value points for the role as a percentage of the total work value points available in that range; and
 - (b) where relevant, taking into consideration whether another pay point within the applicable remuneration range should more appropriately apply, having regard to such factors as an employee's existing salary, internal pay relativities within a team and across the organisation, budget, other competitive market factors impacting attraction and retention, and any other factor the CEO or their delegate considers relevant.
- 15.5. The salaries in this award will be adjusted in accordance with any variations to the Salaries Award or any new award replacing the Salaries Award, occurring on or after 1 July 2024.

16. Allowances

- 16.1. Employees will be paid allowances in accordance with the relevant subclauses of this clause, where applicable, and at the rates set out in Schedule C - Allowances and Expenses of this Award. These rates will vary in accordance with the methods and operative dates set out in clause 16.4 Adjustment of Allowances of this award.
- 16.2. Community Language Allowance Scheme (CLAS)
- 16.2.1. A Community Language Allowance will be paid to qualified employees who:
 - (a) have a current National Accreditation Authority for Translators and Interpreters (NAATI) qualification (including accreditation at interpreter level of above, or a NAATI-recognised award), or who have passed an examinations conducted by NAATI on behalf of the Multicultural NSW, and
 - (b) are required by SOH to use their community language skills for the purposes of providing translation to people from Non English Speaking backgrounds (NESB) as an adjunct to their normal duties.
 - 16.2.2. The Community Language Allowance will be made at the rate provided for in Item 1 of Schedule C Allowances and Expenses of this award. The allowance will be paid:
 - (a) as an allowance in the nature of salary for all purposes;
 - (b) on a pro-rata basis to part-time and casual employees; and
 - (c) only once, regardless of the number of languages actually spoken.

- 16.2.3. This allowance does not apply to employees who are employed in roles where language skills are an integral part of the essential requirements of the role.

16.3. First Aid Allowance

- 16.3.1. An employee who holds a St. John's Ambulance Certificate or equivalent issued within the previous three years and is appointed by the SOH as a First Aid Officer, will be entitled to receive a First Aid Allowance as specified in this award upon presentation of the original certificate to SOH Payroll for verification. The SOH can approve the allowance if it is reasonably satisfied that the Employee holds a valid certificate.
- 16.3.2. Full time employees will receive a fortnightly payment based on the full-time equivalent rate specified in Item 2 of Schedule C Allowances and Expenses of this award. Part-time and casual employees will receive a pro-rata of this amount based on the ordinary hours worked in each fortnight.
- 16.3.3. The First Aid Allowance will not be paid during leave of one week or more.
- 16.3.4. When the First Aid Officer is absent on leave for one week or more and another qualified employee is selected to relieve in the First Aid Officer's position, the employee will be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 16.3.5. An employee who is appointed as a First Aid Officer may be permitted to attend training during their normal hours of duty to obtain, or renew, a relevant first aid qualification. The cost of this training will be met by the SOH.

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

- 16.4.1. Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO):
- (a) Travelling Compensation and Meal Expenses on One Day Journeys as provided under clause 24 Travel Arrangements of this Award;
 - (b) Overtime Meal Allowances, for breakfast, lunch and dinner as provided under clause 18.10 of this Award.
- 16.4.2. Allowances payable in terms of clauses listed in this paragraph will vary in accordance with the same variations and operative dates that apply to the Crown Employees (Public Sector - Salaries 2018) Award or any replacement Award:
- (a) Clause 16.2, Community Language Allowance Scheme (CLAS); and
 - (b) Clause 16.3, First Aid Allowance.

17. Superannuation

- 17.1. SOH will make any compulsory superannuation contributions (as required under relevant legislation) to a complying superannuation fund nominated by an employee.
- 17.2. If an Employee does not nominate a superannuation fund, SOH will pay any such contributions into the SOH's default fund, which is Aware Super.

SECTION 5 - OVERTIME AND PENALTY RATES

18. Overtime

- 18.1. An Employee may be directed by the Agency Head to work overtime, provided it is reasonable for the Employee to be required to do so. An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors will be taken into account:
- 18.1.1. The Employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
 - 18.1.2. Any risk to the Employee's health and safety;
 - 18.1.3. The urgency of the work required to be performed during overtime, the impact on the operational commitments of SOH and the effect on client services; or
 - 18.1.4. The notice (if any) given by the Agency Head regarding the working of the overtime, and by the employee of their intention to refuse overtime; or
 - 18.1.5. Any other relevant matter.
- 18.2. Overtime will only be paid when an Employee is directed by the Agency Head to work:
- 18.2.1. before 6:00am or after 10:00pm on a weekday (Monday to Friday inclusive); or
 - 18.2.2. in excess of the maximum 10 ordinary hours (excluding meal breaks) that may be worked in a day; or
 - 18.2.3. on a Saturday, Sunday or Public Holiday;
- with the exception that an Employee who is required not to work flexible working hours in accordance with clause 12.10.1 of this award, will be entitled to the payment of overtime when directed to perform work before 7:30am, or after 6:00pm Monday to Friday, or outside the normal pattern of hours that have been prescribed under clause 12.10.1. Overtime will not be paid unless these hours have been directed by the Agency Head.
- 18.3. An employee who is directed to work overtime of more than a quarter of an hour is entitled to a minimum payment of overtime at the applicable rate:
- 18.3.1. Weekdays (Monday to Friday inclusive) for a period of more than a quarter of an hour - minimum payment of one quarter of one hour.
 - 18.3.2. Saturday, Sunday or public holiday - minimum payment of three hours.
- 18.4. Overtime is not payable for time spent travelling.
- 18.5. An Employee who is directed to work overtime will receive the applicable loading for all overtime hours that are directed to be worked in accordance with this clause:
- 18.5.1. Weekdays (Monday to Friday inclusive) - time-and-one-half for the first two hours and double-time thereafter for all overtime hours worked before 6:00am or after 10:00pm;
 - 18.5.2. Saturday - time-and-one-half for the first two hours and double-time thereafter for all overtime hours worked;
 - 18.5.3. Sunday - double-time for all overtime hours worked;

- 18.5.4. Public Holidays - double-time-and-one-half for all overtime hours worked.
- 18.5.5. An Employee whose salary, or salary and allowance in the nature of salary, exceeds the rate for Clerk Grade 8 maximum in the Crown Employees (Administration & Clerical Officers) Award, as varied from time to time, will be paid at the rate of Clerk Grade 8 maximum plus \$1.00 for working directed overtime, unless the Agency Head approves payment for directed overtime at the employee's salary or, where applicable, salary and allowance in the nature of salary.
- 18.6. Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in clause 10.4.2. The loading in lieu of annual leave as set out clause 10.4.3 is not included in the hourly rate for the calculation of overtime payments for casual employees.
- 18.7. A full-time or part-time employee may elect to receive an equivalent grant of recreation leave in lieu of payment for overtime in accordance with clause 18.5, subject to the following requirements.
 - 18.7.1. Any election for leave in lieu of payment for overtime must be made before, or as soon as practicable after, the overtime is worked;
 - 18.7.2. The leave in lieu will be calculated at the same rate as would have applied to the payment of overtime in terms of clause 18.
 - 18.7.3. The leave in lieu of payment for overtime must be taken at the SOH's convenience, except where taken to look after a sick family member when the conditions applying to the taking of sick leave to care for a sick family member will apply;
 - 18.7.4. The leave in lieu of payment for overtime will be taken in multiples of a quarter of an hour;
 - 18.7.5. The leave in lieu of payment for overtime is to be taken within three months of the overtime being worked unless additional time is agreed to in writing between the Agency Head and the Employee; and
 - 18.7.6. The Employee will be paid the balance of any overtime entitlement not taken as leave in lieu.
- 18.8. SOH may deduct from the total weekly overtime worked by an Employee, any hours that the employee is absent from duty without approval on any day in the week in which the overtime is worked, unless caused by circumstances beyond the Employee's control.
- 18.9. An Employee is entitled to a minimum of 8 consecutive hours off duty between consecutive work days that include one or more periods of directed overtime. An Employee who is directed to resume work before 8 consecutive hours has elapsed will be entitled to receive the applicable overtime rate in clause 18.5 for all hours worked until a minimum 8-hour break from work is provided. The Employee will then be entitled to eight consecutive hours off duty and will be paid for the ordinary working time occurring during the absence.
- 18.10. Overtime meal breaks and allowances -
 - 18.10.1. An Employee who is directed to work overtime on a weekday, Saturday, Sunday or Public Holiday will be entitled to a 30 minute unpaid meal break after every five hours of overtime worked. An Employee who is unable to take a meal break and who works for more than five hours will be given a meal break at the earliest opportunity.
 - 18.10.2. Subject to clause 18.10.3, except where the SOH has provided an Employee with an adequate meal when taking a meal break in accordance with this clause, an Employee will be paid a meal allowance at the appropriate rate specified in Item 3 of Schedule C Allowances and Expenses of this award with reference to the following meal times.

Breakfast	07:00 - 10:00 hours
Lunch	12:00 - 15:00 hours
Dinner	17:00 - 20:00 hours
Supper	22:00 - 01:00 hours

18.10.3. An overtime meal allowance identified in clause 18.10.2 will be paid to an Employee if the Agency Head is satisfied that the Employee has properly and reasonably incurred expenses to purchase a meal and has taken a minimum 30 minute unpaid meal break before or during the working of overtime.

18.10.4. Where the allowance provided in clause 18.10.2 is insufficient to reimburse an Employee for the cost of purchasing a meal, SOH will pay the actual expenses properly and reasonably incurred by the employee upon presentation of receipts substantiating the claim.

18.11. Provision of transport or parking expenses -

18.11.1. An Employee directed to work overtime in accordance with this clause may, at the Agency Head's discretion, be provided with a cabcharge for their journey between the SOH and their usual place of residence (or alternative location) or be reimbursed the expense of parking in the SOH Car Park.

18.11.2. In determining whether to provide transport or reimburse parking expenses under this clause, the Agency Head will consider the reasonable availability of public or alternative transport at the time the employee commences or ceases overtime and whether the use of this transport would place the employee at unreasonable risk.

18.11.3. Any cabcharge issued under this clause will be limited to the employee's journey between SOH and the Employee's usual place of residence or alternative agreed location within the Sydney metropolitan district. Where the Employee's usual place of residence is beyond the Sydney suburban bus or train network, the Agency Head may consider the appropriateness of supplementing the Employee's journey between SOH and the departure station, or the destination station and the employee's home.

18.11.4. Any decision to reimburse parking expenses under this clause will be limited to the full concessional parking rate applicable to employees at the SOH Car Park.

19. Sundays

19.1. A full-time or part-time employee who is directed to work on a Sunday are entitled to either the payment for overtime or leave in lieu of overtime in accordance with clause 18 of this award.

19.2. A casual employee who is directed to work on a Sunday will be entitled to the payment of overtime in accordance with clauses 10.6 and 18.5 of this award.

20. Public Holidays

20.1. Unless directed to attend for duty by their manager, a full-time or part-time employee is entitled to:

20.1.1. be absent from duty without loss of pay on any day which is a gazetted public holiday throughout the State of New South Wales as declared under Part 2 of the *Public Holidays Act 2010*; and

20.1.2. an additional day between Boxing Day and New Year's Day determined by the Agency Head as a public service holiday.

20.2. A full-time or part-time employee who is directed to work on a public holiday is entitled to either be paid overtime or receive leave in lieu of overtime in accordance with clause 18 of this award.

- 20.3. A casual employee who is directed to work on a public holiday will be entitled to the payment of overtime in accordance with clauses 10.6 and 18.5 of this Award.

SECTION 6 - LEAVE

21. Leave - General

- 21.1. Employees must not be absent from duty unless reasonable cause is shown.
- 21.2. All planned leave must be applied for in advance and will be granted in accordance with the wishes of the Employee subject to the operational requirements of SOH, and in accordance with the leave entitlements in this award.
- 21.3. Employees taking unplanned leave must notify SOH as soon as reasonably practicable. If an Employee is absent from duty because of illness or other emergency, they must notify or arrange for another person to notify their supervisor as soon as possible and provide the reason for the absence. If a satisfactory explanation for the absence, is not provided, the employee will be regarded as absent from duty without authorised leave and the Agency Head will deduct from the pay of the employee the amount equivalent to the period of the absence.
- 21.4. Where paid and unpaid leave is available to be granted in terms of this award, paid leave will be taken before unpaid leave.

22. Leave Entitlements

- 22.1. The following leave clauses of the Conditions Award apply to the Employees covered by this Award:
- 22.1.1. Clause 70 - Extended Leave;
 - 22.1.2. Clause 71 - Family and Community Service Leave;
 - 22.1.3. Clause 72 - Leave Without Pay;
 - 22.1.4. Clause 73 - Military Leave;
 - 22.1.5. Clause 74 - Observance of Essential Religious Or Cultural Obligations;
 - 22.1.6. Clause 75 - Parental Leave;
 - 22.1.7. Clause 76 - Purchased Leave;
 - 22.1.8. Clause 77 - Recreation Leave;
 - 22.1.9. Clause 79 - Sick Leave;
 - 22.1.10. Clause 80 - Sick Leave - Requirements for Evidence of Illness;
 - 22.1.11. Clause 81 - Sick Leave to Care for a Family Member;
 - 22.1.12. Clause 82 - Sick Leave - Workers Compensation;
 - 22.1.13. Clause 83 - Sick Leave - Claims Other Than Workers Compensation;
 - 22.1.14. Clause 84 - Special Leave; and
 - 22.1.15. Clause 84A - Leave for Matters Arising from Domestic Violence.

23. Annual Leave Loading

Clause 78 Annual Leave Loading of the Conditions Award, as amended from time to time, does not apply to Employees covered by this Award as the salary rates provided in Schedule B of this Award are inclusive of annual leave loading.

SECTION 7 - OTHER CONDITIONS

24. Travel Arrangements

The following clauses of the Conditions Award apply to the Employees covered by this award:

- 24.1. Clause 26 - Travelling Compensation
- 24.2. Clause 27 - Excess Travelling Time
- 24.3. Clause 28 - Waiting Time
- 24.4. Clause 29 - Meal Expenses on One-Day Journeys
- 24.5. Clause 30 - Restrictions on Payment of Travelling Allowances
- 24.6. Clause 31 - Increase Or Reduction in Payment of Travelling Allowances
- 24.7. Clause 32 - Production of Receipts
- 24.8. Clause 33 - Travelling Distance

25. Training and Professional Development

The following clauses of the Conditions Award, apply to the Employees covered by this award:

- 25.1. Clause 85 - Employee Development and Training Activities
- 25.2. Clause 86 - Study Assistance

SECTION 8 - WORK ENVIRONMENT

26. Consultation

The parties to this award are committed to establishing effective consultation on matters of mutual interest and concern, both formal and informal, as set out in the Consultative Arrangements Policy and Guidelines document, including in relation to the introduction of any technological change.

27. Dispute Settlement Procedures

- 27.1. The following dispute resolution procedure will be implemented to resolve all grievances or disputes that arise in relation to the provisions of this award.
- 27.2. The resolution of grievances and disputes will initially be dealt with as close to the source as possible, before escalation in graduated steps to higher levels of authority within SOH as provided by this procedure.
- 27.3. An Employee must provide written notification to their most immediate line manager of the nature of their dispute or grievance and request a meeting to discuss the matter. Where possible, this notification should state the remedy the employee is seeking to resolve the dispute or grievance.
- 27.4. An Employee may notify their next most immediate line manager, or where appropriate Human Resources, where the dispute or grievance is confidential or particularly sensitive, or if it is impractical for the matter to be discussed with the employee's most immediate line manager.

- 27.5. The manager to whom this notification has been made, or another appropriate employee will convene a meeting within two (2) working days from the date of notification and attempt to resolve the matter.
- 27.6. If the matter remains unresolved, the Employee may request a meeting with the next most immediate line manager or appropriate management representative in order to discuss and resolve the matter, which will be convened within two (2) working days from the date of notification, or as soon as practicable.
- 27.7. If the matter remains unresolved, the Employee may follow the same escalation pathway, subject to the same response timelines, up to and including the referral of the dispute or grievance to the Agency Head for their consideration.
- 27.8. Where a dispute is referred to the Agency Head, the Agency Head will provide a substantive response to the employee and their representatives that identifies the position of the Agency Head.
- 27.9. At any stage of this procedure an employee who is a union member, may request to be represented by the union.
- 27.10. If the matter remains unresolved following the use of these procedures, the Union or SOH may refer the matter to the Commission for assistance in resolving the dispute or grievance.
- 27.11. Unless otherwise agreed between the parties, normal work will continue while the dispute procedure is being observed. Where the matter involves a genuine work health and safety issue, normal work will proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

28. Anti-Discrimination

- 28.1. It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 28.2. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 28.3. Under the *Anti Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 28.4. Nothing in this clause is to be taken to affect:
 - 28.4.1. Any conduct or act which is specifically exempted from anti discrimination legislation;
 - 28.4.2. Offering or providing junior rates of pay to persons under 21 years of age;
 - 28.4.3. Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - 28.4.4. A party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 28.5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 28.6. The Agency Head and Employees may also be subject to Commonwealth anti-discrimination legislation.

28.7. 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."

29. Work Health and Safety

The parties to this Award are committed to improving the work health and safety (WHS) performance of the SOH via a consultative process and assisting SOH and its employees to comply with WHS legislation and standards and lower the risk of workplace accidents and injury. To support these commitments, SOH will:

- 29.1. develop and implement WHS and rehabilitation policies and guidelines for the SOH;
- 29.2. establish and implement WHS consultative arrangements in SOH work premises to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies; and to determine the level of responsibility within SOH to achieve these objectives;
- 29.3. identify training strategies for employees, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness; and
- 29.4. develop strategies to assist the rehabilitation of injured employees.

30. Union Activities

- 30.1. An Employee appointed by the Union as a union delegate will, after notification to SOH, and to the extent that they are required be released from the performance of their normal duties, will be regarded as being on duty when required to undertake any of the following activities in their role as delegate:
 - 30.1.1. attending meetings with SOH management representatives;
 - 30.1.2. attending disciplinary or grievance meetings that the delegate has been requested to attend by an Association member
 - 30.1.3. giving evidence in court or a similar tribunal on behalf of SOH;
 - 30.1.4. appearing before the Commission as a witness or Union representative;
 - 30.1.5. presenting information about the Union to new employees inducted at SOH; and
 - 30.1.6. distributing official Union publications or authorised material at SOH, provided that SOH is given a minimum of 24 hours' notice (unless otherwise agreed) and distribution time is minimised and occurs at a time convenient to SOH.
- 30.2. The responsibilities of an Employee appointed as a union delegate are to:
 - 30.2.1. provide the Agency Head with proof of their accreditation as an Union delegate;
 - 30.2.2. participate in consultation processes, as appropriate,
 - 30.2.3. follow the dispute settlement procedures in this award,
 - 30.2.4. provide sufficient advance notice to their immediate supervisor of any proposed absence on authorised Union business and account for such time spent on Union business; and
 - 30.2.5. properly and reasonably use all facilities provided by the Agency Head.

- 30.3. The responsibilities for the SOH where time is required for Union activities in accordance with this clause are to:
- 30.3.1. release the accredited delegate from duty for the duration of the Union activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
 - 30.3.2. advise the union delegate of the date of new employee induction sessions with sufficient notice to enable the Union to arrange representation;
 - 30.3.3. where possible, to provide relief in the role occupied by the delegate in the workplace, while the delegate is undertaking Union responsibilities to assist with the business of SOH;
 - 30.3.4. re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies; and
 - 30.3.5. if the time and/or facilities allow for Union activities are thought to be used unreasonably and/or improperly, to consult with the Union before taking any remedial action.
- 30.4. No overtime, leave in lieu, shift penalties or any other additional costs will apply to on-duty activities performed by a union delegate.
- 30.5. All travel and other costs incurred by an Union delegate in carrying out union activities will be paid by the Union, with the exception that reasonable travel and/or accommodation costs incurred by a delegate when attending meetings called by SOH management will be met by SOH on the same conditions as apply under clause 24 Travel Arrangements of this award.
- 30.6. SOH will provide a delegate with reasonable time to prepare and travel to and from meetings with SOH representatives (including disciplinary or grievance meetings); reasonable access to telephone, facsimile, email, internet and meeting room facilities; and reasonable access to an employee noticeboard for the purposes of posting material authorised by the Union.
- 30.7. The Union will:
- 30.7.1. provide written advice to the Agency Head about any Union activity to be undertaken by an accredited delegate and, if requested, provide written confirmation of the delegate's attendance/participation in that activity; and
 - 30.7.2. assist the Agency Head in ensuring that time taken by the Union delegate is accounted for and any facilities provided by the employer are used reasonably and properly.
- 30.8. The Agency Head will grant special leave with pay for trade union activities subject to the conditions in this clause.
- 30.8.1. Special leave will be granted where a Union delegate performs the following trade union activities:
 - (a) attending annual or biennial conferences of the Union;
 - (b) attending meetings of the Union's executive, committee of management or councils;
 - (c) attending annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
 - (d) attending meetings called by Unions NSW involving the Association which requires attendance of a delegate;

- (e) attendance at meetings called by the Industrial Relations Secretary, as the employer for industrial purposes, as and when required;
 - (f) giving evidence before an Industrial Tribunal as a witness for the Union; and
 - (g) reasonable travelling time to and from conferences or meetings to which the provisions of clauses 30.1 and 30.8.1 apply.
- 30.8.2. Special leave will be granted where a Union member undertakes a training course conducted by the Union (or organised by a training provider on behalf of the Union) for up to a maximum of 12 days in any two year period.
- 30.8.3. The granting of special leave for the trade union activities is subject to:
 - (a) the employee's absence being convenient to SOH's operational requirements;
 - (b) leave being paid at the Employee's ordinary base rate of pay (no overtime, leave in lieu, shift penalties or any other additional costs will apply);
 - (c) all travel and associated expenses being met by the employee or Union;
 - (d) attendance being confirmed in writing by the Union or a nominated training provider; and
 - (e) the Association providing SOH with written notice as soon as the date, time and expected duration of meetings, training or activities are known.
- 30.8.4. SOH will allow the employee reasonable travel time to and from such meetings, conferences and training where special leave applies.
- 30.9. SOH and the Association may enter into an on-loan arrangement for the following activities and subject to the following conditions:
 - 30.9.1. An on-loan arrangement may only apply to full-time or part-time employees who are a member of the Association and engaged in the following activities:
 - (a) attending meetings interstate or in NSW of a Federal nature to which the Union member has been nominated or elected by the Union as an Executive member, a member of the Federal Council, or as a member of a vocational or industry committee;
 - (b) briefing counsel on behalf of the Union; and
 - (c) assisting Union officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association; and
 - (d) taking up of full time duties with the Union if elected to the office of President, General Secretary or to another full time position with the Union.
 - 30.9.2. The granting of any on-loan arrangement is at the discretion of the Agency Head and is subject to:
 - (a) the operational requirements of SOH's workplace;
 - (b) SOH continuing to pay the Employee whose services are 'on loan' and the Union reimbursing SOH at regular intervals for all employee-related costs including salary and associated on costs, including superannuation.

- (c) written agreement being reached with SOH prior to the commencement of the on-loan arrangement including the details of the on-loan arrangement, its duration and cost reimbursement schedule;
- (d) the on-loan arrangement being kept to a minimum time required;
- (e) on-loan arrangements being considered as service with SOH for the purpose of accrual of leave; and
- (f) The Union advising SOH of any leave taken by the employee while they are on loan.

30.10. The right of entry provisions are as prescribed under the Work Health and Safety Act 2011 and the *Industrial Relations Act 1996*. If requested to do so by management, the Union official will provide proof of identity when visiting the workplace in an official capacity.

30.11. SOH will deduct fortnightly union membership fees from the pay of an employee who is a member of the Union provided that the Employee has authorised SOH to make these deductions. It is the responsibility of the employee to advise SOH of the amount to be deducted and to advise of any variation to the amount payable under the Union's rules.

31. Secure Employment

- 31.1. SOH will consult with employees of a labour hire business and/or a contract business engaged to perform work that is wholly or partly performed by positions covered by this award about workplace work health and safety consultative arrangements. SOH will provide these employees with procedures to control any identified workplace risks, appropriate work health and safety induction training, safe work method statements and personal protective equipment and/or clothing to support the safe performance of duties.
- 31.2. Nothing in this subclause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- 31.3. Where a dispute arises as to the application or implementation of this clause, the matter will be dealt with pursuant to the disputes settlement procedure of this award.
- 31.4. This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

SCHEDULE A - CLASSIFICATION DESCRIPTIONS

This schedule provides a description of the grade and responsibilities of the roles listed in clause 4.1. In accordance with clause 4.2 of this award, these descriptions will guide the future award coverage of any newly created non-executive roles that perform the same or substantially equivalent duties as the role classifications listed below.

1. Grade 4

1.1. **Information Analyst** - is responsible for:

- providing expert professional and strategic advice, recommendations and support to the Information Manager on the development, performance and enhancement of SOH information management systems and online environments and strategies;
- ensuring the management of corporate information aligns with other Technology strategies and initiatives;

- identifying strategic system priorities from the business and user perspective, and integrating information management software with other corporate systems;
- managing or collaborates on the delivery of records and information management projects; and
- planning for, and developing, SOH's capacity to use and adopt new, innovative and continually-improved systems for managing information.

2. **Grade 3**

2.1. **Procurement Officer** - is responsible for:

- assisting SOH stakeholders to plan, source and manage goods and services procurement arrangements to effectively meet organisational objectives;
- providing administrative support to the organisation's Procurement Review Panel.
- ensuring the development and implementation of procurement policies, procedures, plans, and systems that manage compliance and procurement risks, and align with the NSW Procurement Policy Framework, ICAC guidelines and other applicable NSW Government policies and requirement; and
- providing daily operational support and expert advice to staff including training other IPOS (online procurement system) users; assisting in developing, reporting and monitoring procurement initiatives; co-ordinating online tender, e-procurement portals/processes; centralised procurement administration for selected suppliers; and maintaining procurement records and preparing procurement analysis.

2.2. **Financial Accountant Operations** - is responsible for:

- working proactively to influence and provide expert financial accounting and technical support on balance sheet accounts, cash management, taxation activities and transaction services activities across the business;
- the stewardship of the general ledger including integrity of the ledger framework and data;
- ensuring that appropriate tools, systems, processes and information are robust, available to support decision making and operating effectively; and
- managing the team undertaking accounts receivable, accounts payable, cash handling and management, and fixed assets.

3. **Grade 2**

3.1. **Financial Accountant & IPOS Operations Support** - is responsible for:

- supporting financial operations by ensuring that information entered into key finance systems is accurate, complete, and timely;
- undertaking regular reconciliations and review;
- upholding SOH policy and procedures;
- working to ensure compliance with relevant NSW Government policy and legislation; and.
- providing specialised financial accounting functions on a rotating basis in cash handling/management, accounts receivable, purchase to pay and fixed asset management.

3.2. **Executive Team Assistant** - is responsible for:

- working as part of a team of assistants providing a range of executive support, research and administrative services to assigned Portfolio Directors and other relevant Senior Executives, including coordinating stakeholder access, diary management; meeting preparation, support and hospitality, drafting and filing of relevant correspondence and documentation, coordinating/providing background information; making travel arrangements; purchases and payments; ad hoc projects and research support;
- providing broader administrative support to key portfolio managers, staff and projects in line with client expectations and capacity; and
- providing support to all senior executives and Executive Office by answering and screening telephone calls and enquiries; managing visitors; maintaining the office environment/equipment; booking meeting rooms; and developing/maintaining administrative practices, systems and procedures to improve efficiency and service delivery.

3.3. **Government Relations Officer** - is responsible for:

- providing project management, stakeholder engagement and administrative services to ensure the effective and efficient achievement of departmental objectives;
- supporting the Government Relations Manager with the development and delivery of timely and accurate Government advice and reporting;
- supporting effective advocacy of the Opera House's social, economic and cultural impact on the community; and
- identifying funding opportunities for projects across the organisation.

3.4. **Records Management Specialist** - is responsible for:

- the implementation and adoption of SOH corporate records policy and management of information across systems;
- ensuring compliance with relevant records, government information, privacy and cyber security and audit requirements directly related to corporate information;
- acting as the organisational point of contact for any records or information related matters;
- overseeing the digital and physical records lifecycle, and preserving assets of corporate and community significance; and
- providing expert service to the SOH business in the use of the records management system and information management needs; including training and supporting key personnel in SOH records management policies and procedures; and conducting corporate research and maintaining archival collections.

3.5. **Payroll Officer** - is responsible for:

- using the payroll systems to provide administrative and employee-related services to the business in line with service-level agreements, legislative and regulatory compliance requirements;
- delivering the agency's pay run in accordance with relevant legislation, policies and procedures,
- interpreting and applying employment conditions in industrial instrument and public sector employment legislation;

- supporting day-to-day payroll activities and enquiries,
- maintaining accurate staff records (appointments, adjustments, terminations and leave records) and assisting with audit requests;
- Prepare payroll-related financial, statutory and management reports to assess budgetary adherence, meet compliance obligations and month-end close; and
- developing documentation outlining the procedural steps and processes for all role activities and accountabilities.

3.6. **Financial Accountant** - is responsible for:

- supporting financial operations by ensuring that information entered into key finance systems is accurate, complete, and timely;
- undertaking regular reconciliations and review;
- upholding SOH policy and procedures;
- working to ensure compliance with relevant NSW Government policy and legislation; and.
- providing specialised financial accounting functions on a rotating basis in cash handling/management, accounts receivable, accounts payable and fixed asset management.

3.7. **Recruitment Coordinator** - is responsible for:

- coordinating a range of standard processes to ensure high quality, prompt and efficient service and advice in relation to recruitment, selection and on-boarding activities in accordance with established procedures and the principles of merit based selection;
- often acting as the first point of contact for internal and external stakeholders;
- providing support to the Human Resources Business Partnering team on a range of tasks and projects and is responsible for managing the onboarding process for all new starters, and
- working collaboratively with OD&L Advisor and HR Advisor on the new staff orientation and work experience programs.

3.8. **Coordinator, Government Policy & Heritage** - is responsible for:

- providing administrative, project coordination and research support to the SOH functions of government relations, heritage, policy, and community/social impact programs and strategies to support the coordination of activities and achievement of objectives
- developing and maintaining administrative practices, systems and procedures;
- providing office administrative assistance; including assisting with the preparation and delivery of meetings, diary management, and travel applications; drafting briefing notes, policy documents, agendas, minutes, and presentations; and processing charity donation requests
- undertaking general research and assisting with ad hoc projects; and
- supporting staff engagement activities for heritage and community programs event and digital activities.

4. **Grade 1**

4.1. **Recruitment Administrator** - is responsible for:

- providing administrative support and guidance across the full range of recruitment activities, including organising interviews and assessments, scheduling and coordinating recruitment requirements including background checks, coordinating pre-employment health assessments, preparing offer letters and new starter documentation, conducting reference checks, preparing draft application packages, responding to or coordinating candidate enquiries, and implementing general recruitment campaign administration and tracking processes; and
- providing ancillary administrative support to the broader People and Development team as necessary and in line with capacity

4.2. **Graduate Accountant** - is an entry-level development role for a recent university graduate accountant that combines of on-the-job training, mentoring and development from skilled finance professionals with study towards a professional accounting qualification. This includes providing professional exposure across the finance team focus areas of financial services, reporting, business analysis and financial planning and modelling.

SCHEDULE B - CLASSIFICATION STRUCTURE AND RATES OF PAY

Table 1 - Grade Structure

This grading structure applies to the roles listed in clause 4.1 of this Award, and any newly created non-executive roles that perform the same or substantially equivalent duties as these role classifications (as provided for under clause 4.2 of this Award).

Grades	Mercer CED Work Value Points			Pay Point	1.7.23 Per annum 4.00% \$
Grade 4	350	-	483	12	136,249
				11	133,387
				10	131,080
				9	128,773
				8	126,471
				7	124,167
				6	121,860
				5	119,594
				4	117,328
				3	115,057
				2	112,793
				1	110,525
Grade 3	250	-	349	9	109,298
				8	107,124
				7	104,950
				6	102,779
				5	100,653
				4	98,529
				3	96,405
				2	94,278
				1	92,580
Grade 2	174	-	249	9	92,104
				8	89,931
				7	87,756
				6	85,591
				5	83,840
				4	82,092
				3	80,346
				2	78,604
				1	76,860

Grade 1	120	-	173	7	76,273
				6	74,672
				5	73,069
				4	71,472
				3	69,522
				2	67,949
				1	66,379

Full-time equivalent salaries (non-incremental)

Table 2 - Classifications and Salary Rates

Classification	Grade and Pay Point	1.7.23 Per annum 4.00% \$
Information Analyst	Grade 4, Pay Point 3	115,057
Procurement Officer	Grade 3, Pay Point 1	92,580
Financial Accountant Operations	Grade 3, Pay Point 1	92,580
Financial Accountant & IPOS Operations Support	Grade 2, Pay Point 8	89,931
Executive Team Assistant	Grade 2, Pay Point 8	89,931
Government Relations Officer	Grade 2, Pay Point 8	89,931
Records Management Specialist	Grade 2, Pay Point 8	89,931
Payroll Officer	Grade 2, Pay Point 7	87,756
Financial Accountant	Grade 2, Pay Point 6	85,591
Recruitment Coordinator	Grade 2, Pay Point 4	82,092
Coordinator Government Policy & Heritage	Grade 2, Pay Point 2	78,604
Recruitment Administrator	Grade 1, Pay Point 6	74,672
Graduate Accountant	Grade 1, Pay Point 6	74,672

SCHEDULE C - ALLOWANCES AND EXPENSES

Effective 1 July 2023

Item No.	Clause No.	Description	Amount
1	16.2	Community Language Allowance Scheme (Base Level Rate)	\$1,580pa
2	16.3	First Aid Allowance (basic qualification)	\$1,018pa
3	18.10	Overtime Meal allowance	Effective 1 July 2023
		Breakfast	\$35.65
		Lunch	\$35.65
		Dinner	\$35.65
		Supper	\$13.30

Adjustments:

In adjusting work related and expense related allowances, annual rates are adjusted to the nearest dollar, weekly and daily rates are rounded to the nearest 5 cents, and hourly rates are moved to the nearest cent.

SCHEDULE D - APPLICATION OF CONDITIONS AWARD AND SALARY AWARD

The Conditions Award and the Crown Salaries Award do not apply to non-executive public service employees who are employed in Sydney Opera House Trust Staff Agency except as provided for in this schedule.

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009

1. The following clauses of the Conditions Award apply to Employees covered by this award as if those clauses were clauses of this award:

Clause No. Subject Matter

SECTION 3 - TRAVEL ARRANGEMENTS

- 26. Travelling Compensation
- 27. Excess Travelling Time
- 28. Waiting Time
- 29. Meal Expenses on One-Day Journeys
- 30. Restrictions on Payment of Travelling Allowances
- 31. Increase or Reduction in Payment of Travelling Allowances
- 32. Production of Receipts
- 33. Travelling Distance

SECTION 6 - LEAVE

- 70. Extended Leave
- 71. Family and Community Service Leave
- 72. Leave Without Pay
- 73. Military Leave
- 74. Observance of Essential Religious or Cultural Obligations
- 75. Parental Leave
- 76. Purchased Leave
- 77. Recreation Leave
- 79. Sick Leave
- 80. Sick Leave - Requirements for Evidence of Illness
- 81. Sick Leave to Care for a Family Member
- 82. Sick Leave - Workers Compensation
- 83. Sick Leave - Claims Other Than Workers Compensation
- 84. Special Leave
- 84A. Leave for Matters Arising from Domestic Violence

SECTION 7 - TRAINING AND PROFESSIONAL DEVELOPMENT

- 85. Employee Development and Training Activities
- 86. Study Assistance

2. The following clauses of the Conditions Award also apply to the Employees covered by this award as if those clauses were clauses of this award, however, these conditions are not presently enlivened by the work currently performed by any of the Employees:

Clause No. Subject Matter

SECTION 4 - ALLOWANCES AND OTHER MATTERS

- 36. Allowance Payable for Use of Private Motor Vehicle
- 37. Damage to Private Motor Vehicle Used for Work
- 41. Overseas Travel
- 47. Compensation for Damage to or Loss of Employee's Personal Property

SECTION 8 - SHIFT WORK AND OVERTIME

- 87. Shift Work
 - 89. Overtime Worked by Shift Workers
 - 91. Recall to Duty
 - 92. On-Call (Stand-By) and On-Call Allowance
3. Nothing in clause 2 of this schedule prevents the payment and/or application of these conditions in the future if the work performed by the Employees enlivens any of the requirements set out in the clauses listed in clause 2. In the event these clauses are enlivened, the allowances will be adjusted in accordance with cl 52 of the Conditions Award.

Crown Employees (Public Sector - Salaries 2022) Award

4. The following clauses of the Salaries Award apply to the Employees covered by this award as if those clauses were clauses of this award:

Clause No.	Subject Matter
3.	Salaries
4.	Allowances (<i>in respect of the allowances listed in this Award</i>)
5.	Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
8.	No Extra Claims
9.	Area, Incidence and Duration

D. O'SULLIVAN, *Commissioner*

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(1944)

SERIAL C9852

HEALTH EMPLOYEES' TECHNICAL OFFICER TO HOSPITAL SCIENTIST CONVERSION INTERIM AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 247724 of 2023)

Before Commissioner McDonald

11 September 2024

AWARD

Arrangement

Preamble
Definitions
Operative clauses

Clause No.	Subject Matter
1.	Application
2.	Transition Committee
3.	Conversion request criteria
4.	Request requirements
5.	Entitlement & refusal
6.	Conversion date
7.	Notification of refusal
8.	Referral to Transitional Committee
9.	Deemed referral to Transitional Committee
10.	Transitional Committee convening
11.	Decisions of Transitional Committee
12.	Notification of dispute to IRC
13.	Time for notification to be made
14.	Deemed conversion where no decision
15.	Deemed conversion where no notification to IRC
16.	Date of conversion where IRC determines
17.	Refused requests and delay of any further request
18.	Agreed extensions of time
19.	Matters potentially relevant to refusal
20.	Matters not to be relied on for a refusal
21.	Amendment of award to give effect to decisions
22.	Withdrawal of requests
23.	Implementation process
24.	Application form to be agreed & content of form
25.	Employees not to be worse off
26.	Dispute resolution
27.	Commencement and nominal expiry
28.	Award to be reviewed
29.	Union not to pursue particular disputes
30.	Employer not to withdraw, alter or withhold duties
31.	No prevention of direct hire as Hospital Scientists
32.	Classification attached to person not position
33.	Backdating of early applications

Schedules

Schedule A - Employees determined to be Hospital Scientists

Schedule B - Employees determined to be Technical Officers

Schedule C - Allowable Content of Application Form

Preamble

This award is made by consent as an interim resolution of a dispute under sections 10 and 136(2) *Industrial Relations Act 1996 (IR Act)* about the correct interpretation of the classification of ‘Hospital Scientist’ within the Hospital Scientists (State) Award 2023 (**Hospital Scientists Award**), and separately as to whether it ought to be varied. This Award is made on the basis that it is not taken to prejudice either party’s position in respect of that dispute, in the event that the underlying issue cannot be resolved through broader award negotiations.

Definitions

‘**Employer**’ means the Secretary of the Ministry of Health exercising employer functions on behalf of the Government of NSW.

‘**Health Service**’ means a Local Health District constituted within the meaning of s.8 of the *Health Services Act 1997*, a Statutory Health Corporation within the meaning of s.11 of that Act, and an Affiliated Health Organisation within the meaning of s.13 of that Act, as amended or varied from time to time.

‘**Union**’ means the Health Services Union (NSW Branch).

‘**Technical Officer**’ means a person employed in the NSW Health Service under s.115(1) of the *Health Services Act 1997* as Technical Officers or Senior Technical Officers under the *Health Employees’ Technical (State) Award 2023*, as amended or varied from time to time.

‘**Requisite Science Qualification**’ means:

- (A) the Diploma in Medical Technology of the Australian Institute of Medical Technologists (before 1973); or
- (B) a degree in science at Australian Qualifications Level 7 with subjects or a major predominantly relevant to pathology or, if employed in a non-pathology area, to the position to be employed in; or
- (C) a degree in science at Australian Qualification Level 7 with subjects or a major partially relevant to pathology or, if employed in a non-pathology area, the position employed in, and 2 years’ of experience as a Technical Officer or Hospital Scientist; or
- (D) a degree in Science at Australian Qualifications Level 7 and 3 years’ of experience as a Technical Officer or Hospital Scientist; or
- (E) a qualification which has been assessed by the body appointed by the Commonwealth government to assess qualifications for skilled migration visas as meeting the qualification requirement of Medical Scientist ANZ234611; or
- (F) such qualifications and experience as the employer deems equivalent.

Application

1. This Award shall apply to Technical Officers, the Employer and the Union.

Transitional Committee

2. A peak level statewide Transitional Committee consisting of an equal number of Employer and Union representatives is to be established within a month of this Award being made unless otherwise mutually agreed between the parties.

- a. The Employer and the Union are to have the right to select their representatives however the representatives (other than those exercising an administrative function, who will not hold a vote) must hold appropriate scientific qualifications and be classified as a Senior Hospital Scientist or Principal Hospital Scientist or equivalent.
- b. Where no Senior or Principal Hospital Scientist is available to sit on the Transitional Committee, a Hospital Scientist- with at least 8 years' experience as a Hospital Scientist- may sit on the Transitional Committee with agreement from the Employer and Union. Agreement will not be unreasonably withheld.
- c. An employee of the Union may attend as an observer if requested by a member of the Transitional Committee. Any such observer is not to participate in or interfere with the conduct of the Transitional Committee.

Conversion request criteria

3. A Technical Officer who:
 - a. holds a requisite science qualification; and
 - b. agrees to undertake the duties of a Hospital Scientist as determined by the Employer from time to time; and
 - c. has been employed by the Employer as a Technical Officer for at least 6 months,

may make a written request to the Employer to have their classification converted to a Hospital Scientist as contained within the Hospital Scientists Award (**conversion request**).

Request requirements

4. The Technical Officer will provide a completed conversion request application form, a copy of their degree certificate and academic transcript, evidence of their work experience and their written agreement to perform Hospital Scientist duties.

Entitlement & refusal

5. A Technical Officer, who makes a valid conversion request under clause 3, is entitled to reclassification as a Hospital Scientist unless:
 - a. the Employer establishes it is fair and reasonable in all the circumstances to refuse the conversion request; or
 - b. the Technical Officer fails to provide the information required under clause 4.

Conversion date

6. If the Employer accepts a conversion request, the Technical Officer's classification will be converted to a Hospital Scientist effective the date the conversion request was made.

Notification of refusal

7. In the Event that the Employer Refuses the Request on the Basis Set Out in Clause 5:
 - a. the notification must include its reasons for doing so, including the basis upon which it has concluded that it is fair and reasonable to refuse the request; and
 - b. the notification, and covering email, must clearly inform the Technical Officer of their right to refer the request to the Transitional Committee and take advice from the Union or such other representative the Technical Officer may choose.

Referral to Transitional Committee

8. Within 1 calendar month of a refusal on the basis set out in clause 5 being communicated to a Technical Officer in accordance with clause 7, the Technical Officer or Union may refer the request to a Transitional Committee constituted in accordance with clause 2 to determine whether the refusal was fair and reasonable in all the circumstances.

Deemed referral to Transitional Committee

9. Subject to clause 18, if the Employer does not make a decision in respect of a conversion request and communicate that decision to the Technical Officer who made the request by the date 1 calendar month after the request, the request will be taken as referred to the Transitional Committee on that date.

Transitional Committee convening

10. Within 1 calendar month of a conversion request being referred to the Transitional Committee under clause 8 or 9, the Transitional Committee will be convened by the Employer to determine whether the refusal was fair and reasonable in all the circumstances.

Decisions of Transitional Committee

11. A decision of the Transitional Committee under clause 10 is to be by majority.

Notification of dispute to IRC

12. The Employer, Union or the Technical Officer may notify a dispute to the Industrial Relations Commission for determination as to whether the Employer's refusal of a conversion request was fair and reasonable in all the circumstances if the Employer, Union or the Technical Officer disagrees with the decision of the Transitional Committee.

Time for notification to be made

13. A notification to the Industrial Relations Commission under clause 12 may be made within 1 calendar month of the decision of the Transitional Committee under clause 10.

Deemed conversion where no decision

14. Subject to clause 18, in the event that the Transitional Committee does not make a decision within 1 calendar month of the Transitional Committee being required to convene under clause 10, 14 days after that date the Technical Officer will be deemed converted to Hospital Scientist effective the date of the request being made, unless the Employer notifies the matter to the Industrial Relations Commission or the Technical Officer withdraws their conversion request within that 14 day period.

Deemed conversion where no notification to IRC

15. If:
- a. the Transitional Committee decides that the Employer's refusal of a conversion request was not fair and reasonable in all the circumstances; and
 - b. no notification to the Industrial Relations Commission is made within the period specified in clause 13;

then the Technical Officer will be deemed converted to a Hospital Scientist effective the date the conversion request was made.

Date of conversion where IRC determines

16. If a notification is made to the Industrial Relations Commission in accordance with clauses 13 or 14, and the Commission determines that the Employer's refusal of a conversion request was not fair and reasonable in all the circumstances, then the Technical Officer will be converted to a Hospital Scientist effective the date the conversion request was made.

Refused requests and delay of further requests

17. If the Employer refuses a conversion request and:
- a. no referral to a Transitional Committee is made in accordance with clause 8; or
 - b. the Transitional Committee decides that the Employer's refusal of a conversion request was fair and reasonable in all the circumstances and no notification to the Industrial Relations Commission is made within the period specified in clause 13 ; or
 - c. a notification is made to the Industrial Relations Commission in accordance with clauses 12, 13 and 14, and the Commission determines that the Employer's refusal of a conversion request was fair and reasonable in all the circumstances,
- then:
- d. the Technical Officer will not be converted to a Hospital Scientist; and
 - e. the Technical Officer is prohibited from making a further conversion request unless:
 - i. the nature of their employment, including the duties required of them, materially changes; or
 - ii. 12 months has passed since the date of the decision of the Transitional Committee.

Agreed extensions of time

18. When dealing with a request, the Technical Officer and the Employer may agree to alter any of the timeframes specified in clauses 8, 9, 10, 13 and 14. Such agreement will be in writing.

Matters potentially relevant to refusal

19. Matters which are potentially relevant to whether the Employer's refusal of a conversion request was fair and reasonable in all the circumstances include, but are not limited to:
- a. the particular nature of the science qualification held by the employee;
 - b. any gender disparity in pay within the laboratory or area worked, if any disparity exists;
 - c. any effect on the Employer's ability to attract and retain skilled staff in the laboratory or area worked, where there are attraction and retention issues;
 - d. the nature of the laboratory or area worked, and the nature and volume of work performed where the employee currently works including duties performed by staff in the laboratory or area worked, technology and equipment used;
 - e. the experience, skills, training and other qualifications of the employee;
 - f. the performance of the employee;
 - g. the employee's work experience and duration of the employment; and/or

- h. the staffing numbers and skills mix in the laboratory or area where the employee currently works.

Matters not to be relied on for a refusal

- 20. In justifying any refusal to convert an employee, the Employer cannot rely on an employee:
 - a. having not been offered or having not performed particular duties, or
 - b. not holding a competency because they have not had the opportunity to obtain it,as a reason for refusing a request to convert to Hospital Scientist.

Amendment of award to give effect to decisions

- 21. Subject to section 17 and pursuant to section 136(1)(b) of the IR Act, the Schedules to this Award will be varied by the Commission as part of the determination of any disputes determined by the Commission in accordance with this Award.

Withdrawal of requests

- 22. A Technical Officer may withdraw a conversion request at any time.

Implementation process

- 23. The Employer will develop processes for implementation of this interim award to:
 - a. inform Technical Officers of this Award and the process, procedure and form for making a conversion request;
 - b. identify categories of employees who may require additional support to make a request for reclassification due to career disadvantage that may be associated with possibly race, geography, sexuality, gender, marital status, disability, language barriers, age and responsibilities as a carer;
 - c. offer, and where appropriate, provide additional support to those employees to make a request to be reclassified;
 - d. establish an alternative pathway for applications to be made other than to the employees' direct line manager;
 - e. inform Technical Officers they may withdraw their conversion request at any time;
 - f. provide new employees engaged as a Technical Officer with information about this Award and the process for making a conversion request; and
 - g. consult with the Union regarding the above.

Application form to be agreed & content of form

- 24. The application form referred to in clause 4 and 23.a. must be agreed between the Union and the Employer. The content of that form is prescribed by Schedule C to this Award.

Employees not to be worse off

- 25. Employees will not be worse off by reason of this Award, in that:
 - a. the conversion of a Technical Officer to a Hospital Scientist by way of this Award will be subject to a transitional arrangement; and

- b. the transitional arrangement will be as such to ensure there is no detriment to the Technical Officer in them converting to a Hospital Scientist in respect of rate of pay.

Dispute resolution

26. The dispute resolution procedures contained in the *Health Employees Conditions of Employment (State) Award 2023*, as varied or replaced from time to time, shall also apply to relevant employees.

Commencement and nominal expiry

27. This Award commences from 2 months after the day it is made, will nominally expire 12 months after commencement and prevail to the extent of inconsistency with other awards.

Award to be reviewed

28. Prior to the nominal expiry, this Award will be reviewed by the Industrial Relations Commission.

Union not to pursue particular disputes

29. The Union will not commence or continue any dispute pursuant to section 130 of the IR Act regarding the proper interpretation of the "Hospital Scientist" classification within the Hospital Scientists Award during the nominal term of this Award.

Employer not to withdraw, alter or withhold duties

30. The Employer will not withdraw, alter or withhold an employee's duties to avoid reclassification in accordance with this interim Award.

No prevention of direct hire as Hospital Scientists

31. Nothing in this interim award prevents an employee being hired directly as a Hospital Scientist in accordance with the Hospital Scientist Award.

Classification attached to person not position

32. Where the Technical Officer's classification is converted to a Hospital Scientist, the classification is attached to the employee, not the position.

Backdating of early applications

33. Where a request is made pursuant to clause 3 of this Award within 1 month of the Award's commencement, and the employee converts to a Hospital Scientist, the effective date of the conversion will be backdated to 1 month prior to the request being made.

Schedule A - Employees determined to be Hospital Scientists

Name	Date of decision

Schedule B - Employees determined to be Technical Officers

Name	Date of decision

Schedule. C - Allowable content of application form

- Name:
- Assignment number:
- Date of conversion request:

- Current FTE:
- Cost centre (if known):
- Current classification (including grade and year increment e.g. Technical Officer Grade 2 Year 3):
- Location of work (including laboratory and department):
- Area of work (e.g. microbiology):
- Qualification/s (including name, university and year completed):
- Copy of qualification certificate and transcript attached:
- Where relevant to requisite science qualification, memberships or assessments of professional bodies (certificate or letter attached):
- Experience relevant to classification/relevant science qualification:
 - Date of commencement with NSW Health as a Technical Officer:
 - Date and location/area of work as a Technical Officer (or above):
 - Statement of service, statutory declaration or similar evidence attached for positions outside of NSW Health:
- Agreement to perform the duties of a Hospital Scientist as determined by the Employer and, if available to the employee, the relevant Hospital Scientist position description:
- Other information the employee would like to add in support of their conversion request:
- Additional further information as agreed between the Union and Employer.

J. McDONALD, *Commissioner*

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INTERIM TRANSPORT INDUSTRY - CONCRETE HAULAGE CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(Case No. 39738 of 2023)

Before Commissioner Sloan

26 July 2024

DETERMINATION

Content

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1.2	Nominal Term
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2.1	Supply and Suitability
2.2	Registration
2.3	Maintenance and Repair
2.4	Running Expenses
2.5	Cease Using Prime Mover
3.	Provision of agitator
3.1	Supply and Suitability
4.	Agitator Provided by Contract Carrier
4.1	Supply and Suitability
4.2	Maintenance and Repair
4.3	De-Dagging
4.4	Running Expenses
4.5	Cease Using Agitator
5.	Agitator provided by principal contractor
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- 9. Consultation
 - 9.1 Mandatory Consultation
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 - 10.1 The Contract Carrier's obligations
 - 10.2 The Contract Carrier must supervise the Contract Carrier's personnel
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 - 11.1 Daily Records Etc
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 - 12.1 Nominated Plant
 - 12.2 Rosters
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- 13. Loading and delivery of concrete
 - 13.1 Plant
 - 13.2 The Principal Contractor to Nominate Load
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SCHEDULE - 1 - INSURANCES

SCHEDULE - 2 - COVERAGE EXCLUSION

1. Area Incidence and Duration

1.1 Application

This Contract Determination:

- (a) will operate with respect to contracts of carriage of Concrete throughout the State of New South Wales in vehicles configured to cart 5m³ of Concrete or more; but
- (b) will not operate with respect to any Contract Carrier and Principal Contractor covered by the instruments set out in SCHEDULE - 2.

1.2 Nominal Term

This Contract Determination will operate with a nominal term of 12 months.

1.3 Leave Reserved

Leave is reserved to:

- (a) Transport Workers Union of New South Wales;
 - (b) The NSW Business Chamber Limited;
 - (c) Principal Contractors to whom the instruments in SCHEDULE 2 apply,
- to apply as they see fit to amend this Contract Determination.

2. Prime Mover

2.1 Supply and Suitability

The Contract Carrier must supply the Prime Mover which must:

- (a) meet the Principal Contractor's specification; and
- (b) be approved in writing by the Principal Contractor prior to performing the Cartage Work.

2.2 Registration

The Contract Carrier must, at the Contract Carrier's own expense, ensure that the Prime Mover is registered at all times.

2.3 Maintenance and Repair

The Contract Carrier must mechanically maintain and repair the Contract Carrier's Prime Mover at the Contract Carrier's own expense.

2.4 Running Expenses

The Contract Carrier must pay all of the running costs associated with the Contract Carrier's Prime Mover.

2.5 Cease Using Prime Mover

- (a) The Contract Carrier must stop using the Contract Carrier's Prime Mover if the Principal Contractor so directs because in the Principal Contractor's opinion it is not fit for purpose pending the carrying out of any repairs, maintenance, inspection or testing.
- (b) If the Principal Contractor's opinion is proved to be wrong and the Prime Mover was fit purpose without the carrying out of any repairs or maintenance and the Contract Carrier has suffered a loss of earnings because the Prime Mover was prevented from carrying out normal cartage work the Principal Contractor shall make good any loss in earnings.

3. Provision of Agitator

3.1 Supply and Suitability

The Principal Contractor must determine whether the Contract Carrier or Principal Contractor is to provide the Agitator, provided that if the:

- (a) Contract Carrier provides the Agitator, clause 4 will apply; or
- (b) Principal Contractor provides the Agitator, clause 5 will apply.

4. Agitator Provided by Contract Carrier

4.1 Supply and Suitability

If the Contract Carrier supplies the Agitator, it must:

- (a) meet the Principal Contractor's specification;
- (b) be approved in writing by the Principal Contractor prior to performing the Cartage Work; and
- (c) be fitted to the Contract Carrier's Prime Mover at the Contract Carrier's expense.

4.2 Maintenance and Repair

The Contract Carrier must mechanically maintain and repair the Agitator at the Contract Carrier's own expense.

4.3 De-Dagging

- (a) The Principal Contractor must at their cost remove hardened concrete from inside the Agitator barrel (a practice known as de-dagging) in accordance with this clause.
- (b) The Principal Contractor must de-dag the Agitator barrel at least once every 12 months.
- (c) The Principal Contractor and the Contract Carrier (acting reasonably) may agree to the Agitator barrel being de-dagged more than set out in clause 3.3 (b) in a 12 month period, having regard to:
 - (i) the volume of concrete carted by the Contract Carrier since the last de-dag;
 - (ii) the mix designs of the concrete carted by the Contract Carrier since the last de-dag;
 - (iii) the availability of wash out facilities;
 - (iv) any other relevant matter.
- (d) If either party fails to act reasonably as contemplated by clause 3.3 (c), the matter may be referred to the Industrial Relations Commission of NSW in accordance with clause 18 and the Commission may make a contract determination pursuant to s 313 of the *Industrial Relations Act 1996* to resolve the matter.
- (e) Except as provided for in clause 3.3 (b) (or as determined by the Commission pursuant to clause 3.3 (d)) the Contract Carrier shall be responsible for de-dagging the Agitator barrel to ensure that it operates to carry the maximum amount of concrete legally permitted.
- (f) All de-dagging work will be conducted outside normal working hours or otherwise by mutual agreement between a Contract Carrier and the Principal Contractor.
- (g) The de-dagging process will be completed as soon as practicable.

4.4 Running Expenses

The Contract Carrier must pay all of the running costs associated with the Agitator.

4.5 Cease Using Agitator

- (a) The Contract Carrier must stop using the Agitator if the Principal Contractor so directs because in the Principal Contractor's opinion is not fit for purpose pending the carrying out of any repairs, maintenance, inspection, or testing.
- (b) If the Principal Contractor's opinion is proved to be wrong and the Agitator was fit for purpose without the carrying out of any repairs or maintenance and the Contract Carrier has suffered a loss of earnings because the Agitator was prevented from carrying out normal cartage work the Principal Contractor shall make good any loss in earning.

5. Agitator Provided by Principal Contractor

5.1 Supply and Suitability

If the Principal Contractor supplies the Agitator, it must:

- (a) meet the Principal Contractor's specification; and
- (b) be fitted to the Contract Carrier's Prime Mover at the Principal Contractor's expense in accordance with the manufacturers specification.

5.2 Maintenance and Repair - Principal Contractor Obligations

The Principal Contractor must mechanically maintain and repair the Agitator at the Principal Contractor's expense.

5.3 De-Dagging

- (a) The Principal Contractor must at their cost remove hardened concrete from inside the Agitator barrel (a practice known as de-dagging) in accordance with this clause.
- (b) The Principal Contractor must de-dag the Agitator barrel at least once every 12 months.
- (c) The Principal Contractor and the Contract Carrier (acting reasonably) may agree to the Agitator barrel being de-dagged more than set out in clause 4.3 (b) in a 12 month period, having regard to:
 - (i) the volume of concrete carted by the Contract Carrier since the last de-dag;
 - (ii) the mix designs of the concrete carted by the Contract Carrier since the last de-dag;
 - (iii) the availability of wash out facilities;
 - (iv) any other relevant matter.
- (d) If either party fails to act reasonably as contemplated by clause 4.3 (c), the matter may be referred to the Industrial Relations Commission of NSW in accordance with clause 18 and the Commission may make a contract determination pursuant to s 313 of the *Industrial Relations Act 1996* to resolve the matter.
- (e) Except as provided for in clause 4.3 (b) (or as determined by the Commission pursuant to clause 4.3 (d)) the Contract Carrier shall be responsible for de-dagging the Agitator barrel to ensure that it operates to carry the maximum amount of concrete legally permitted.

- (f) All de-dagging work will be conducted outside normal working hours or otherwise by mutual agreement between a Contract Carrier and the Principal Contractor.
- (g) The de-dagging process will be completed as soon as practicable.

5.4 Running Expenses

The Contract Carrier must pay all of the running costs associated with the Agitator.

5.5 Cease Using Agitator

- (a) The Contract Carrier must stop using the Agitator if the Principal Contractor so directs because in the Principal Contractor's reasonable opinion is not fit for purpose pending the carrying out of any repairs, maintenance, inspection or testing.
- (b) If the Principal Contractor's opinion is proved to be wrong and the Agitator was fit for purpose without the carrying out of any repairs or maintenance and the Contract Carrier has suffered a loss of earnings because the Agitator was prevented from carrying out normal cartage work the Principal Contractor shall make good any loss in earnings.

6. Communication Equipment

6.1 Supply Etc

- (a) The Principal Contractor may supply, install and maintain in the Contract Carrier's Vehicle the Communication Equipment required by the Principal Contractor and the Contract Carrier must operate it efficiently.
- (b) Despite clause 6.1(a), the Contract Carrier must provide a smart phone for communications with the Principal Contractor or their customers.

6.2 Communication Equipment - Custody

The Contract Carrier has full responsibility for the safe custody of the Communication Equipment. The Contract Carrier must:

- (a) not add to, alter or modify the Communication Equipment;
- (b) indemnify the Principal Contractor, and keep the Principal Contractor indemnified at all times, against destruction, damage or loss of the Communication Equipment:
 - (i) while the Vehicle is being operated by the Contract Carrier;
 - (ii) parked other than at the Principal Contractor's plants; or
 - (iii) parked other than at a place directed by the Principal Contractor.
- (c) not without the prior written permission of the Principal Contractor use the Communication Equipment for anything but the Cartage Work.

6.3 Return of Communication Equipment

Immediately upon the end of the Contract Carrier's engagement, the:

- (a) Contract Carrier must return the Communication Equipment to the Principal Contractor in good order and condition (subject to fair wear and tear being permitted); and
- (b) Principal Contractor must make good the Prime Mover from the removal of the Communication Equipment.

7. Use of the Vehicle

7.1 Driving of Vehicle

The Contract Carrier must:

- (a) not use or operate the Vehicle in a careless, reckless or dangerous manner; and
- (b) make sure that the Vehicle is not driven by any person under the influence of alcohol, prohibited drugs or of a drug which might adversely affect driving performance.

7.2 Cleaning of Vehicle

- (a) The Contract Carrier must ensure the Vehicle is kept clean and tidy to the reasonable satisfaction of the Principal Contractor.
- (b) Cleaning brushes, detergents, Concrete de-scaler and buckets necessary for cleaning the exterior surfaces of the Vehicle will be supplied by the Principal Contractor.

7.3 Road Worthiness and Fit for Purpose

- (a) If required by the Principal Contractor, the Contract Carrier must provide the Principal Contractor at least two (2) weeks' notice of the date on which the Contract Carrier's Vehicle is to be inspected by the relevant authority or approved inspection centre for road worthiness.
- (b) The Contract Carrier must provide the Principal Contractor as reasonably required, a copy of the service and maintenance history for the Vehicle in a form suitable to the Principal Contractor which includes the records of service provided to the Contract Carrier by their mechanic arising from each service.
- (c) The Contract Carrier must at the Contract Carrier's own expense, obtain and supply to the Principal Contractor an annual roadworthy certificate for the Contract Carrier's Vehicle.

7.4 Tare Weight

- (a) On a quarterly basis or as required by the Principal Contractor:
 - (i) the Contract Carrier must provide the Principal Contractor with a copy of a registered weighbridge certificate for the Vehicle; or
 - (ii) make their Vehicle available at the plant for weighing on portable weigh scales utilised by a certified weigh scale operator.
- (b) Should clause 6.4(a)(i) apply the Principal Contractor shall pay the Contract Carrier [insert transfer fee details once resolved].
- (c) The Vehicle must be weighed with the Driver in the driver's seat with fuel, oil and water tanks filled to full capacity and all Agitator chutes attached.
- (d) The Principal Contractor may require the Contract Carrier to weigh the Contract Carrier's Vehicle at any time and under the Principal Contractor's supervision, as part of any program which the Principal Contractor has in place for the purposes of ensuring statutory compliance.

8. Driver

8.1 No one else to drive Prime Mover or operate Agitator

Any Driver must be approved in writing by the Principal Contractor prior to performing the Cartage Work.

8.2 Valid driving license and permits

The Contract Carrier must:

- (a) make sure that any Driver is at all times the holder of a current:
 - (i) driver's licence appropriately endorsed or issued in respect of the Contract Carrier's Vehicle; and
 - (ii) licence or permit of any other kind needed from time to time for the performance of the Cartage Work;
- (b) immediately notify the Principal Contractor if a licence or permit is cancelled or suspended for any reason; and
- (c) present any such license or permit to the Principal Contractor upon request provided that should the Principal Contractor seek to provide a copy of the licence to a customer they shall only do so with the consent of the Contract Carrier concerned.

8.3 Training

The Contract Carrier must make sure that any Driver is trained and competent to perform the Cartage Work.

Notation: The Principal Contractor has certain training obligations under the Transport Industry - Mutual Responsibility for Road Safety (State) Contract Determination.

8.4 Compliance with relevant law

The Contract Carrier must:

- (a) comply with the provisions of any relevant law in respect of any Driver, including but not limited to chain of responsibility laws (howsoever described), laws concerning the employment of workers, income tax, workers' compensation, annual leave, long service leave or any award, order, determination or agreement of a competent industrial or specialist tribunal; and
- (b) indemnify the Principal Contractor and keep the Principal Contractor indemnified against any claims made by any of the Contract Carrier's officers, employees or agents in respect of any such law, award, order, determination or agreement with which the Contract Carrier is required to comply.

8.5 Medicals and fitness

- (a) The Contract Carrier must ensure that any Driver is at all times medically fit to perform the Cartage Work.
- (b) The Principal Contractor may, at any time, require the Contract Carrier to provide evidence that a Driver who has been approved in accordance with clause 8 is fit to perform the Cartage Work.
- (c) The Principal Contractor may require any Driver who has been approved in accordance with clause 8.1 to undergo a medical assessment (at the expense of the Principal Contractor) for the purposes of ensuring that any Driver is fit to perform the Cartage Work. The Contract Carrier must ensure the Driver attends for such medical assessment and consents to the providing of a medical report to the Principal Contractor.

9. Consultation

9.1 Mandatory Consultation

Notation: The Transport Industry - Redundancy (State) Contract Determination includes consultation obligations.

The Principal Contractor must consult with any affected Contract Carriers before exercising any rights arising from:

- (a) varying any Prime Mover specification under clause (a);
- (b) varying any Agitator specification under clause 4.1(a) or 5.1(a);
- (c) introducing any new Communication Equipment under clause 6.1(a);
- (d) introducing any new policy, procedure or specification under clause 10.1(e); or
- (e) introducing any new roster under clause 12.2(c).

10. The Cartage Work

10.1 The Contract Carrier's obligations

The Contract Carrier must perform the Cartage Work and do everything connected with it:

- (a) in accordance with this Contract Determination;
- (b) with due care and skill and in a proper, co-operative and professional manner;
- (c) safely, and in accordance with the Principal Contractor's safety requirements;
- (d) in accordance with the day to day operational directions given by the Principal Contractor;
- (e) in accordance with any direction, policy, procedure or specifications provided to the Contract Carrier by the Principal Contractor from time to time;
- (f) using best efforts to promote the Principal Contractor's business;
- (g) in good faith and without jeopardising or damaging the Principal Contractor's business; and
- (h) in compliance with all applicable laws.

10.2 The Contract Carrier must supervise the Contract Carrier's personnel

- (a) The Contract Carrier must ensure that any Driver:
 - (i) performs the Cartage Work and does everything connected with it as is required of the Contract Carrier by clause 10.1; and
 - (ii) do not engage in any acts or omissions that give rise to a breach by the Contract Carrier of this Contract Determination,

and the Contract Carrier will be liable for the acts and omissions of any Driver as if they were acts and omissions engaged in by the Contract Carrier.

- (b) For the avoidance of any doubt, where this Contract Determination requires the Contract Carrier to perform some obligation or task that in practice is logical to be performed by a Driver, the Contract Carrier will (without diminishing the Contract Carrier's primary responsibility for that obligation) procure that the Driver perform the relevant obligation or task.

11. Records

11.1 Daily Records Etc

The Contract Carrier must:

- (a) return to the Principal Contractor all delivery dockets, daily work sheets, fatigue management records or other records required by the Principal Contractor as and when required;
- (b) maintain up to date and accurate logbooks as required under any relevant law and/or by the Principal Contractor and make these available for inspection by the Principal Contractor on request;
- (c) maintain a system verifying vehicle maintenance;
- (d) keep and retain for seven years comprehensive records in relation to the Cartage Work, including the records in this clause; and
- (e) ensure that a copy of the records in this clause are available for inspection at reasonable times for audit purposes.

11.2 Record Maintenance

- (a) The Principal Contractor shall maintain copies of all records concerning payment for the Cartage Work for a period of seven years.
- (b) Any records referred to in this clause 10, may be retained in electronic form.

12. Nominated Plant and Rostering

12.1 Nominated Plant

A Contract Carrier shall normally work from a nominated plant provided that the Principal Contractor may change a Contract Carrier's nominated plant to meet its business needs by giving them 14 days' notice of the change having first:

- (a) attempted to meet those needs on a voluntary basis; and then
- (b) changed the nominated plant of all other Contract Carrier's (in a Contract Carrier's nominated plant and with the same configuration vehicle) who has been at that nominated plant for a shorter period of time.

12.2 Rosters

The Principal Contractor will establish and operate a:

- (a) cyclic start roster;
- (b) roster off roster (subject to operational requirements).; and
- (c) such other rosters as required by the Principal Contractor to operate its business.

12.3 Double Shifts

No Contract Carrier's Vehicle shall be double shifted in a day other than with the prior written agreement of the Contract Carrier concerned.

13. Loading and Delivery of Concrete

13.1 Plant

The Contract Carrier must report available for Cartage Work with the Contract Carrier's Vehicle and be ready to load at the times and Plants that the Principal Contractor directs.

13.2 The Principal Contractor to Nominate Load

The Principal Contractor may nominate the load size (within the legal carrying capacity of the Vehicle) for each load to be carried by the Contract Carrier.

13.3 No Alteration to Docket

The specification for each load of Concrete shown on the delivery docket issued by the Principal Contractor must not be changed by the Contract Carrier after batching.

13.4 Slump

- (a) Before leaving the Plant to deliver a load, the Contract Carrier must:
 - (i) ensure the load is properly mixed in accordance with any instructions provided by the Principal Contractor, which may be varied from time to time; and
 - (ii) notify the batcher, allocator or other person nominated by the Principal Contractor if the load has been batched out of tolerance, i.e. too wet or dry.
- (b) The Contract Carrier must notify the batcher, allocator or other person nominated by the Principal Contractor of the quantity of water added at the slump stand.

13.5 Route

The Contract Carrier must take such route as directed by the Principal Contractor or otherwise take the shortest practicable route whilst performing the Cartage Work given the time of day.

13.6 Rejection of Load

- (a) If the Contract Carrier adds water to a load without the signed consent of the customer or their nominated representative, and the load is rejected because the slump of the Concrete is outside the nominated tolerance as specified in clause 13.4, or because the Contract Carrier had not complied with that clause, the Contract Carrier will not be paid for the delivery of the load or any applicable surcharge/s.
- (b) Where the Contract Carrier is requested by the Principal Contractor to adjust the slump of a load and the load is rejected on the basis of non-compliance with the nominated tolerance, then the Principal Contractor will pay the Contract Carrier for the load and any applicable surcharges for the load as if the load had not been rejected.
- (c) This sub clause shall not apply to loads of kerb and gutting mix unless the Contract Carrier has been negligent in the performance of the Cartage Work.

13.7 Mixing and Transit

The Contract Carrier must take reasonable care of the slump after the Vehicle has left the Plant in accordance with the Principal Contractor's standard operating procedures.

13.8 Discharging

The Contract Carrier must discharge the Concrete at the delivery site in the manner and position reasonably directed by the customer. The Contract Carrier must use every reasonable effort at the delivery site to obtain directions from the customer concerning the manner and position to discharge the Concrete.

13.9 Bugged Vehicles

- (a) Subject to this clause, where the Contract Carrier enters a job site beyond the road kerb line to complete a delivery and the Vehicle becomes bogged or is otherwise rendered inoperative as a consequence of such attempted delivery, the Principal Contractor will arrange the services of an experienced salvage contractor to extract the Vehicle as soon as practicable and will bear all costs for those arrangements.
- (b) The Contract Carrier must notify the Principal Contractor as soon as the Vehicle becomes bogged or inoperative and await instruction from the Principal Contractor.
- (c) The Principal Contractor will ensure that the salvage contractor selected is covered by the appropriate insurance policy to rectify any damage that the salvage contractor may cause to the Vehicle during the extraction process.
- (d) To avoid any doubt, the Principal Contractor accepts no liability for damage or loss caused where the Contract Carrier utilises the Contract Carrier's own salvage contractor or means for the extraction.
- (e) If as a result of the Vehicle becoming bogged the Contract Carrier suffers a loss of earnings because the Vehicle was prevented from carrying out normal cartage work the Principal Contractor shall make good any loss in earnings.
- (f) This clause will not apply where the Vehicle becomes bogged or inoperative as a result of the Contract Carrier's Driver's negligence or misconduct including their failure to follow the Principal Contractor's 'beyond the kerb' operating and/or safety procedures.
- (g) To avoid any doubt a Contract Carrier may decline to comply with an instruction of the customer that is inconsistent with the Principal Contractor's 'beyond the kerb' operating and/or safety procedures provided that they have:
 - (i) made all reasonable efforts to contact the Principal Contractor prior to such non-compliance; and
 - (ii) followed all reasonable directions of the Principal Contractor before declining to comply with the customers instruction.

13.10 Unsafe Entry and Unloading

- (a) If in entering a delivery site or in unloading a Driver would be placed in imminent risk to their health and safety for any reason, the Driver must immediately notify the Principal Contractor prior to entering or unloading.
- (b) The Contract Carrier must then hold themselves and follow any further instructions provided by the Principal Contractor.
- (c) The Contract Carrier must have the right to refuse to enter a site or unload where they reasonably consider that doing so would pose an imminent risk:
 - (i) to their health and safety; or

- (ii) of material damage to Prime Mover or Agitator,

provided the Principal Contractor shall have the right to refuse payment for the Cartage Work where this right is used without reasonable justification.

13.11 Return

After discharging the load, the Contract Carrier must report to whatever Plant the Principal Contractor instructs provided any applicable transfer payment is paid.

14. Site Cleaning

14.1 The Contract Carrier's Obligations

- (a) The Contract Carrier must immediately report to the Principal Contractor any Concrete or Vehicle spillage.
- (b) Unless the spillage was caused by the Principal Contractor overloading the Vehicle, the Contract Carrier must pay for:
 - (i) any costs associated with the clean-up of any Concrete or Vehicle spillage;
 - (ii) the removal of any Concrete or Vehicle spillage; and
 - (iii) any fines associated with any Concrete or Vehicle spillage.

14.2 Fines

Unless the Principal Contractor has overloaded the Vehicle or the Contract Carrier is complying with a direction by the Principal Contractor or customer at the unloading site the Contract Carrier must pay any fines or other penalties imposed on the Contract Carrier:

- (a) if the maximum legal pay load carried by the Contract Carrier's Vehicle is exceeded at any time; or
- (b) for any breach of any laws.

14.3 Salvage Rights

If there is a breakdown or accident the Contract Carrier must take all available and reasonable steps to assist the Principal Contractor to deliver the load or remove the load from the Agitator.

15. Insurance

15.1 Vehicle, Workers Compensation insurance

The Contract Carrier must obtain the insurance set out in Schedule 1 and maintain them at the Contract Carrier's expense.

15.2 Insurance Policies

- (a) The Contract Carrier must make sure that each insurance policy covers such risks and contains such terms, conditions, endorsements and exclusions (including the amounts of sub limits and deductibles) as are reasonably acceptable to or reasonably required by the Principal Contractor.
- (b) Evidence of all insurance policies must be provided to the Principal Contractor in the form of a certificate of currency and a full copy of each policy prior to commencing to perform the Cartage Work.

15.3 Premiums

The Contract Carrier must punctually pay all premiums for insurance policies and renewals of insurance policies and must provide on request at any time proof of payment and renewal to the Principal Contractor's satisfaction.

15.4 No acts to prejudice Insurance

The Contract Carrier must not do, permit others to do, or omit to do any act, matter or thing which might prejudice the right to claim under any insurance policy or which might make it void or voidable.

15.5 Payment of excess

The Contract Carrier must pay any deductible or excess applying to any claim under any insurance policy held by the Contract Carrier.

16. Tolls**16.1 Payment**

Where a Contract Carrier is required to pay a road and/or bridge toll whilst performing the Cartage Work then such road and/or bridge toll shall be paid by the Principal Contractor by:

- (a) providing the Contract Carrier with an e-tag; or
- (b) reimbursing the Contract Carrier,

provided that both the outward and return journey are travelled by the route directed by the Principal Contractor.

16.2 Route

The Principal Contractor may direct the route to be taken on the basis of:

- (a) a standing direction; and/or
- (b) a direction for the load concerned.

17. Dictionary

In this Contract Determination:

"Agitator" means a transit mixer and barrel.

"Cartage Work" means the cartage of Concrete as and when required by the Principal Contractor and all activities necessarily related to or otherwise ancillary to the cartage.

"Communication Equipment" has its ordinary meaning and includes but is not limited to:

- (a) two-way radio;
- (b) video cameras;
- (c) audio recorders;
- (d) any GPS tracking system;
- (e) in-cab accident recording equipment;

- (f) computer tablets/terminals; and
- (g) the use of "Geo fences" to track vehicle movements.

"Concrete" means concrete and related products and materials the Contract Carrier is directed to transport as part of the Cartage Work - whether owned by Principal Contractor or someone else.

"Driver" means any natural person who drives the Prime Mover or operates the Agitator in the performance of the Cartage Work however described (e.g. Nominated Drivers, Regular Drivers, Relief Drivers and Substitute Drivers).

"Plant" means a concrete plant whether owned and operated by the Principal Contractor or someone else.

18. Dispute Resolution

18.1 Application of procedure

This clause sets out the procedures to be followed if an industrial dispute arises.

18.2 Resolution steps

- (a) The parties to the dispute must first try to resolve the dispute at the plant through discussion between the Principal Contractor and Contract Carrier(s) concerned (within 48 hours).
- (b) If the dispute is not resolved the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the Contract Carrier(s) concerned and more senior levels of management of the Principal Contractor, as appropriate (within 5 working days).
- (c) If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken a party to the dispute may refer it to the Industrial Commission of New South Wales in accordance with the Act.

18.3 Representative

A Contract Carrier may appoint the Transport Workers Union, NSW and the Principal Contractor may appoint a person, organisation or association to represent them in any discussion or process under this clause.

18.4 Work to continue normally

- (a) While procedures are being followed under this clause in relation to a dispute:
 - (i) Cartage Work must continue as normal; and
 - (ii) a Contract Carrier must not unreasonably fail to comply with any direction given by the Principal Contractor about performing Cartage Work, whether at the same or another plant, that is safe and appropriate for the Contract Carrier to perform.

Notation: This clause is subject to any applicable work health and safety legislation.

- (b) Where a matter is in dispute in accordance with this clause, the Principal Contractor must as far as practicable, restore or maintain the conditions existing between the parties immediately before the occurrence of the events giving rise to the dispute for a period of 28 days.

19. Savings Provision

19.1 Commitment

No Contract Carrier will suffer a reduction in their terms and conditions of engagement because of the making of this Interim Contract Determination.

20. Minimum Safety Net

20.1 Cartage Rate

A Contract Carrier must be paid no less than \$33.00 for each cubic metre of Concrete carted (and pro rata for part cubic metres rounded up to 0.2 of a cubic metre) during any pay period.

SCHEDULE - 1 - INSURANCES

The Contract Carrier must obtain the following insurances:

- (a) Compulsory third-party insurance for the Vehicle as required by any relevant law.
- (b) Comprehensive motor vehicle insurance covering own damage to the Contract Carrier's vehicle including Agitator attached thereto should the Contract Carrier have supplied it and third-party property damage arising from the use of the Vehicle for a minimum \$30,000,000 any one event.
- (c) Public and product liability insurance covering the Contract Carrier's legal liability to any third-party for personal injury and/or property damage arising from the Contract Carrier's business for \$20,000,000 any one occurrence.
- (d) Contractors Load Insurance covering accidental loss or damage to the load whilst in transit from batching plant to customer and including unloading, and solidification of load arising out of an accident.
- (e) Workers' compensation insurance as required by any relevant law.

SCHEDULE - 2 - COVERAGE EXCLUSION

- 1. Hy-Tec Industries Pty Ltd - Maxi Concrete Contract Determination, Serial C9335.
- 2. Metromix Pty Limited Maxi Concrete Cartage Contract Determination, Serial C8790.
- 3. Metromix Pty Limited Mini Concrete Cartage Contract Determination, Serial C8788.
- 4. Boral Country - Concrete and Quarries Contract Determination, Serial C8251.
- 5. Boral Resources (NSW) Pty Limited Sydney Metropolitan Contract Determination, Serial C5274.
- 6. Hanson Construction Materials Pty Limited Concrete Carriers Contract Determination, Serial C8796.
- 7. Holcim (Australia) Pty Ltd NSW Concrete Lorry Owner Driver Contract Agreement, CA16/3.

D. SLOAN, *Commissioner*

N.S.W. COURIERS PTY LTD T/A ARAMEX (SYDNEY) PRECLUDED DEDUCTIONS CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(Case No. 421231 of 2023)

Before Commissioner Sloan

14 August 2024

DETERMINATION

Content

Clause No.	Subject Matter
1.	Area incidence and duration
2.	Definitions
3.	Prohibited Deductions and charges

1. Area Incidence and Duration

1.1 Application

This Contract Determination will operate with respect to contracts of carriage between N.S.W. Couriers Pty Ltd and its Courier Franchisees.

1.2 Nominal Term

This Contract Determination will operate with a nominal term of 3 years commencing from the date on which it is made.

2. Definitions

In this Contract Determination:

"Aramex (Sydney)" means N.S.W. Couriers Pty Ltd (ACN: 058 065 080).

"Act" means the *Industrial Relations Act 1996* (NSW);

"Contract of Carriage" has the meaning given to that term in section 309 of the Act;

"Outside Hire" refers to third party transport providers, but does not include Blu Couriers;

"Scanners" refers to handheld devices used by Courier Franchisees in the performance of their duties, and all associated technology and equipment.

3. Prohibited Deductions and Charges

3.1 Aramex (Sydney) must not deduct from the remuneration of a Courier Franchisee:

- (a) any amount for the supply, installation, maintenance and use of Scanners. This does not include costs resulting from the misuse or mistreatment of the technology by the Courier Franchisee;

- (b) costs associated with the sorting of freight; or
- (c) costs associated with utilising Outside Hire.

D. SLOAN, *Commissioner*

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TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(Case No. 77087 of 2022)

Before Commissioner McDonald

15 August 2024

VARIATION

1. Delete the tables in subclause F.3.2 of clause F.3, The Surcharge, of Schedule F - Temporary Fuel Surcharge, of the determination published 24 August 2020 (387 I.G. 924) and reprinted 1 March 2024 (396 I.G. 891), and insert in lieu the following:

F.3.2 For pay periods commencing between 19 August 2024 and 15 September 2024, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.10
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.12
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.18
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.18
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.18
Rigid-carrying capacity over 14 tonnes or more	\$0.23
Single Axle Prime Mover	\$0.23
Bogie Axle Prime Mover	\$0.28

For pay periods commencing between 15 July 2024 and 18 August 2024, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.10
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.12
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.17
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.17
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.17
Rigid-carrying capacity over 14 tonnes or more	\$0.22
Single Axle Prime Mover	\$0.22
Bogie Axle Prime Mover	\$0.27

2. Delete the tables in subclause F.3.3 of clause F.3, The Surcharge of Schedule F - Temporary Fuel Surcharge, and insert in lieu the following:

For pay periods commencing between 19 August 2024 and 15 September 2024:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$2.47
Rigid-carrying capacity over 10 and including 12 tonnes	\$2.47
Rigid-carrying capacity over 12 and including 14 tonnes	\$2.47
Rigid-carrying capacity over 14 tonnes or more	\$3.16
Single Axle Prime Mover	\$3.17
Bogie Axle Prime Mover	\$3.86

For pay periods commencing between 15 July 2024 and 18 August 2024:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$2.39
Rigid-carrying capacity over 10 and including 12 tonnes	\$2.39
Rigid-carrying capacity over 12 and including 14 tonnes	\$2.39
Rigid-carrying capacity over 14 tonnes or more	\$3.06
Single Axle Prime Mover	\$3.07
Bogie Axle Prime Mover	\$3.73

3. This variation will take effect on 19 August 2024.

J. McDONALD, *Commissioner*

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TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(Case No. 77087 of 2022)

Before Commissioner McDonald

9 September 2024

VARIATION

1. Delete the tables in subclause F.3.2 of clause F.3, The Surcharge, of Schedule F - Temporary Fuel Surcharge, of the determination published 24 August 2020 (387 I.G. 924) and reprinted 1 March 2024 (396 I.G. 891), and insert in lieu the following:

F.3.2 For pay periods commencing between 16 September 2024 and 20 October 2024, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.09
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.11
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.17
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.17
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.17
Rigid-carrying capacity over 14 tonnes or more	\$0.21
Single Axle Prime Mover	\$0.21
Bogie Axle Prime Mover	\$0.26

For pay periods commencing between 19 August 2024 and 15 September 2024, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.10
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.12
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.18
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.18
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.18
Rigid-carrying capacity over 14 tonnes or more	\$0.23
Single Axle Prime Mover	\$0.23
Bogie Axle Prime Mover	\$0.28

2. Delete the tables in subclause F.3.3 of clause F.3, The Surcharge of Schedule F - Temporary Fuel Surcharge, and insert in lieu the following:

For pay periods commencing between 16 September 2024 and 20 October 2024.

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$2.34
Rigid-carrying capacity over 10 and including 12 tonnes	\$2.34
Rigid-carrying capacity over 12 and including 14 tonnes	\$2.34
Rigid-carrying capacity over 14 tonnes or more	\$2.99
Single Axle Prime Mover	\$3.00
Bogie Axle Prime Mover	\$3.65

For pay periods commencing between 19 August 2024 and 15 September 2024:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$2.47
Rigid-carrying capacity over 10 and including 12 tonnes	\$2.47
Rigid-carrying capacity over 12 and including 14 tonnes	\$2.47
Rigid-carrying capacity over 14 tonnes or more	\$3.16
Single Axle Prime Mover	\$3.17
Bogie Axle Prime Mover	\$3.86

3. This variation will take effect on 16 September 2024.

J. McDONALD, *Commissioner*

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SERIAL C9850

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

EA24/06 - Wollongong City Council Enterprise Agreement 2024-2027
Made Between: Wollongong City Council -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; The Development and Environmental Professionals' Association; The Local Government Engineers' Association of New South Wales; and the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union.
New/Variation: Replaces EA21/05
Approval and Commencement Date: Approved and commenced 13 September 2024
Description of Employees: The agreement applies to all employees employed by Wollongong City Council located at 41 Burelli Street, Wollongong, who fall within the coverage of the Local Government (State) Award 2023.
Nominal Term: 33 Months.

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