



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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CROWN EMPLOYEES (AUSTRALIAN MUSIC EXAMINATIONS BOARD (NSW) EXAMINERS, ASSESSORS AND CHIEF EXAMINERS) AWARD 2020

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 266585 of 2025)

Before Senior Commissioner Constant

23 July 2025

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
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PART A

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PART B

MONETARY RATES

Table 1 - Base Rates

Table 2 - Allowances for Chief Examiners

Table 3 - Other Rates and Allowances

2. Dictionary

- 2.1 "AMEB (NSW)" means the Australian Music Examinations Board of New South Wales, which is the State agency in New South Wales of the Australian Music Examinations Board.
- 2.2 "Assessors" means persons employed to undertake marking of the AMEB (NSW) written examination papers and paid by the number of papers marked per hour.
- 2.3 "Chief Examiners" means persons employed to provide expert advice on all aspects of syllabus development and interpretation, examination practice and procedures, and professional issues relating to the training, development and conduct of examiners, and other duties as directed by the State Manager, for a group of instruments.
- 2.4 "Chief Executive Officer" means the person holding or acting in the office of the Chief Executive Officer of the NSW Education Standards Authority pursuant to section 8 of the *NSW Education Standards Authority Act 2013*. The Chief Executive Officer is the Agency Head pursuant to section 28 of the *Government Sector Employment Act 2013*. Reference to the Chief Executive Officer may from time to time refer to his/her delegate, meaning a person delegated by the Chief Executive Officer to perform functions associated with the office.
- 2.5 "Covid-19" means the infectious disease also known as Novel Coronavirus.
- 2.6 "Covid-19 Restrictions" means restrictions imposed by the New South Wales or Federal government that prevent face-to-face AMEB (NSW) practical examinations from occurring.
- 2.7 "Covid-19 Video Examinations" means AMEB (NSW) practical examinations that take place during Covid-19 Restrictions and are conducted externally and on-screen.
- 2.8 "Employees" means Chief Examiners, Assessors and Examiners employed by the NSW Education Standards Authority.
- 2.9 "Examination Headquarters" means the Australian Music Examinations Board Music Studios at 117 Clarence Street, Sydney.
- 2.10 "Examiners" means persons employed to undertake the AMEB (NSW) practical examinations at the AMEB (NSW) headquarters and other various locations throughout New South Wales and paid by the number of hours worked.
- 2.11 "ICT" means Information and Communications Technology, including, but not limited to, internet capabilities, software, and computers.
- 2.12 "Metropolitan Area" means a 40-kilometre radius from the AMEB (NSW) examination headquarters.
- 2.13 "Parties" means the NSW Education Standards Authority, the Australian Education Union New South Wales Teachers Federation Branch and the Independent Education Union of Australia NSW/ACT Branch.
- 2.14 "State Manager" means the State Manager, AMEB (NSW), employed under the *Government Sector Employment Act 2013* by the NSW Education Standards Authority and accountable to the Chief Executive Officer, NSW Education Standards Authority for the total management of the AMEB (NSW) and the management of the AMEB (NSW) personnel and finances.
- 2.15 "Superannuation Guarantee Contribution (SGC)" is the minimum compulsory level of superannuation contributions employers are required to make for their employees under the Commonwealth's Superannuation Guarantee legislation.

- 2.16 "Unions" means the Australian Education Union New South Wales Teachers Federation Branch and the Independent Education Union of Australia NSW/ACT Branch.

3. Anti-Discrimination

- 3.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 3.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed 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.
- 3.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 3.4 Nothing in this clause is to be taken to affect:
- 3.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 3.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 3.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;
- 3.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 3.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

4. Covid-19 Video Examinations

- 4.1 During Covid-19 Restrictions, examiners shall view and assess AMEB (NSW) practical examinations externally and on-screen by way of a video that is submitted by the person undertaking the exam.
- 4.2 The conduct of online assessment is being developed in stages. This will also allow for on-screen Examiners who are engaged to assess Covid-19 Video Examinations will be provided with mandatory induction training as appropriate and approved by the AMEB (NSW). Such training shall be paid at the base rate as set out in Table 1 - Base Rates of Part B, Monetary Rates.
- 4.3 Examiners will be required to use their own ICT facilities, including internet, to view and assess Covid-19 Video Examinations.
- 4.4 The Parties agree that these arrangements are a temporary measure and do not set a precedent for any future negotiations for external on-on-screen marking on a long-term basis. These arrangements remain in force during and until the cessation of COVID-19 Restrictions or subsequently until and including a date agreed by the Parties.

5. Marking Rates - Base Rates

- 5.1 Assessors and examiners are engaged on a casual basis, depending on the number of candidates enrolled in written and practical examinations. The base rate of pay is as set out in Table 1 - Base Rates of Part B, Monetary Rates.

- 5.2 The conduct of online assessment is being developed in stages. This will also allow for on-screen assessment preliminary to grade 2 (Theory, Musicianship and Music Craft) to be automatically marked by computer from 2010. During the transition from paper based to online examinations, paper based examinations will continue to be marked by assessors and remunerated in accordance with clause 5.1.

6. Marking Rates (Written)

- 6.1 The rate for the marking of written examination papers by assessors shall be the base rate specified in Table 1 - Base Rates of Part B, Monetary Rates, divided by the number of papers to be marked in one hour for each subject and grade, as set out below:

Examination and grade theory	No. of papers per hour	Examination and grade musicianship	No. of papers per hour	Speech and drama	No. of papers per hour
1	15	1	15	4	3
2	14	2	14	5	3
3	10	3	10	6	2
4	8	4	7	7	1.5
5	6	5	7		
6	5	6	6		
7	3	7	3		
		8	3		

7. Examining Rates (Practical)

- 7.1 The rate for face-to-face practical examining for examiners shall be the base rate specified in Table 1 - Base Rates of Part B, Monetary Rates.

8. Examining Rates (Covid-19 Video Examinations)

- 8.1 The rate for the marking of Covid-19 Video Examinations shall be the base rate specified in Table 1 - Base Rates of Part B, Monetary Rates.
- 8.2 Examiners will be entitled to a one hour minimum payment when assessing Covid-19 Video Examinations.

The hours of work shall otherwise be calculated based on the elapsed time of each individual examination and will include one minute additional paid time for each examination in recognition of the time required to transition between each video.

- 8.3 Examiners assessing Covid-19 Video Examinations will be paid an External Onscreen Marking Allowance in line with that paid to Higher School Certificate markers engaged in external onscreen marking, specified in Table 4 of the Higher School Certificate Marking and Related Casual Employees Rates of Pay and Conditions Award 2021.

9. Meal Allowance

- 9.1 Meal allowances are payable to examiners and shall be paid pursuant to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor or as amended from time to time.
- 9.2 Meal allowances are not payable to examiners conducting Covid-19 Video Examinations.

10. Travel and Living Allowance

- 10.1 An allowance as set out in Item 1 of Table 3 - Other Rates and Allowances of Part B, Monetary Rates, is payable in respect of travel within the metropolitan area to the AMEB (NSW) examination headquarters. This allowance is not payable more than once in relation to any given day.

The travel allowance is based on the allowance rates for casual use of motor vehicles applied to an average 40 km and paid pursuant to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor as amended from time to time.

- 10.2 The travel allowance for examiners who are required to travel to venues other than the AMEB (NSW) examination headquarters or from outside the metropolitan area to the AMEB (NSW) examination headquarters, is based on the use of a private motor vehicle paid on the greater of:
- 10.2.1 the basis of cents per kilometre up to 8,000 kms per annum and over 8,000 kms per annum at the respective rates as set out in Item 2 of the said Table 3 and is payable to examiners in respect of each km travelled in excess of the total distance between the examiner's usual place of residence and the AMEB (NSW) examination headquarters or 40 kms, whichever is the lesser, and in circumstances where a rental motor vehicle is not utilised; or
- 10.2.2 the cost of public transport or, at the sole discretion and with the prior approval of the State Manager, taxi cabs, as substantiated by receipts or other acceptable proof of expenditure; or
- 10.2.3 the rate pursuant to subclause 10.1 of this clause.
- 10.3 The travel allowance shall be adjusted in accordance with the above formulae and with the rates as determined by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor as amended from time to time.
- 10.4 Where it is reasonable for examiners required to travel pursuant to subclause 10.2 of this clause to be away from their homes overnight, they shall be entitled to a daily living allowance paid at the applicable rate pursuant to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor as amended from time to time.

11. Family Leave Provisions

- 11.1 The Chief Executive Officer must not fail to re-engage an Employee because:
- 11.1.1 The Employee or Employee's spouse is pregnant; or
- 11.1.2 The Employee is or has been immediately absent on parental leave
- The rights of an employer in relation to engagement and re-engagement of Employees are not affected, other than in accordance with this clause.
- 11.2 Personal Carers entitlement for Employees
- 11.2.1 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 evidentiary requirements set out below in subclause 11.3, and the notice requirements set out in subclause 11.4.
- 11.2.1.1 A family member for the purposes of above is:
- a spouse or family member; or
- a de facto spouse being a member of the opposite sex to the Employee who lives with the Employee as her husband or as his wife on a bona fide domestic basis although not legally married to that Employee; or
- a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), a grandparent, grandchild or sibling of the Employee or of the spouse or de facto spouse of the Employee; or

a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or a relative of the Employee who is a member of the same household, where for the purposes of this 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

11.2.2 The Chief Executive Officer and the Employee shall agree on the period which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.

11.2.3 The Chief Executive Officer must not fail to re-engage an Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage an Employee are otherwise not affected.

11.3 The Employee, shall if required:

11.3.1 Establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

11.3.2 Establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such an emergency resulted in the person concerned requiring care by the Employee.

In normal circumstances, an Employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

11.4 The Employee must, as soon as reasonably practical and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (drawn from AIRC order (PR964989)).

11.5 Bereavement entitlements for Employees

11.5.1 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 employer).

11.5.2 The Chief Executive Officer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.

11.5.3 The Chief Executive Officer must not fail to re-engage the Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage an Employee are otherwise not affected.

11.5.4 The Employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (Drawn from AIRC order (PR964989)).

12. Chief Examiners

- 12.1 Chief Examiners shall be remunerated on a per annum allowance basis ascending according to student candidature in each respective instrument group. Chief Examiners are responsible for:
- 12.1.1 syllabus development and interpretation;
 - 12.1.2 examination practice and procedures;
 - 12.1.3 professional issues relating to the training, development and conduct of examiners and assessors;
 - 12.1.4 other duties as directed by the State Manager.
- 12.2 Chief Examiners shall be remunerated by way of an allowance, paid annually and determined according to the candidature in their respective instrument group, as set out in Table 2 - Allowances for Chief Examiners of Part B, Monetary Rates.

13. Minimum Payment

- 13.1 No examiner scheduled to conduct face-to-face examinations on any day shall be paid for less than three hours, calculated in accordance with this award, from the time examining commences

14. Superannuation

- 14.1 All examiners, assessors and Chief Examiners shall be entitled to occupational superannuation at the applicable SGC rate for all payments pursuant to clauses 5, Marking Rates - Base Rates, 6, Marking Rates (Written), and 7, Examining Rates (Practical).

15. Salary Sacrifice to Superannuation

- 15.1 Notwithstanding the salaries prescribed by Part B, Monetary Rates, an employee may elect, subject to the agreement of the employee's department or agency, to sacrifice a portion of the wage/salary payable under clause 5, Marking Rates-Base Rates, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- 15.2 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
- 15.2.1 subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
 - 15.2.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the said clause 5 in the absence of any salary sacrifice to superannuation made under this award.
- 15.3 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
- 15.3.1 paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - 15.3.2 subject to the department or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.

- 15.4 Where an employee makes an election in terms of subclause 15.3 of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.
- 15.5 Where the employee is a member of a superannuation scheme established under:
- 15.5.1 the *Police Regulation (Superannuation) Act* 1906;
 - 15.5.2 the *Superannuation Act* 1916;
 - 15.5.3 the *State Authorities Superannuation Act* 1987;
 - 15.5.4 the *State Authorities Non-contributory Superannuation Act* 1987; or
 - 15.5.5 the *First State Superannuation Act* 1992,
- the employee's department or agency must ensure that the amount of any additional employer superannuation contributions specified in subclause 15.1 of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.
- 15.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 15.5 of this clause, the department or agency will continue to base contributions to that fund on the salary payable under clause 5 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.
- 15.7 Should there be any delay in the scheduled increases in the Superannuation Guarantee Contributions, the parties will agree to vary the Award by consent to amend the increases to salaries and salary related allowances as appropriate.

16. Deduction of Unions' Membership Fees

- 16.1 The unions shall provide the employer with a schedule setting out unions' fortnightly membership fees payable by members of the unions in accordance with the unions' rules.
- 16.2 The unions shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of unions' fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 16.3 Subject to 16.1 and 16.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the unions' rules, provided that the employee has authorised the employer to make such deductions.
- 16.4 Monies so deducted from employees' pay shall be forwarded regularly to the unions together with all necessary information to enable the unions to reconcile and credit subscriptions to employee's union membership accounts.
- 16.5 Unless other arrangements are agreed to by the employer and the unions, all unions' membership fees shall be deducted on a fortnightly basis.
- 16.6 Where an employee has already authorised the deduction of union's membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

17. No Extra Claims

- 17.1 The Industrial Relations Commission recognises that the parties have provided an undertaking that other than as provided for in the *Industrial Relations Act 1996*, there will be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission 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 prior to the nominal expiry of the Award unilaterally made by a party to this Award unless otherwise agreed by the parties.

This undertaking does not prevent the Parties from continuing collaborative discussions during the life of the Award to deliver additional enhancements to remuneration and/or conditions of employment, and to achieve additional industry wide and systemic efficiencies and productivity improvements to the delivery of Government services to the public. Changes to conditions or salaries may be jointly progressed and, if agreed, an application to vary the Award may be made by consent prior to the nominal expiry of the Award.

18. Hours of Work

- 18.1 The core paid hours of work for examiners shall be seven hours a day. Hours of work for examiners shall be scheduled by the State Manager between the bandwidth hours of 8.00 a.m. to 6.00 p.m. on any day of the week. However, Sunday work shall also be subject to examiner availability.
- 18.2 Examiners shall be entitled to a one-hour unpaid meal break between the hours of 12 noon and 2.00p.m, except in the case of examiners conducting Covid-19 Video Examinations in which case the Hours of Work provisions of clause 8.2 apply.
- 18.3 Examiners shall be entitled to a morning and afternoon tea break of ten minutes each, which shall count as time worked, except in the case of examiners conducting Covid-19 Video Examinations in which case the Hours of Work provisions of clause 8.2 apply.
- 18.4 The rates specified in Table 1 - Base Rates of Part B, Monetary Rates incorporate loadings for casual engagement, sick leave and pro rata holidays, excepting the extended leave provisions of the *Government Sector Employment Act 2013*.
- 18.5 Work scheduled after the examiner has worked the core paid hours of work from Monday to Saturday and all work scheduled on a Sunday shall be paid at the appropriate rate as set out in Table 1 - Base Rates of Part B, Monetary Rates loaded by 50 per cent.
- 18.6 With the exception of the home to the first scheduled examining venue and the return home from the final examining venue travelling time between scheduled examining venues on the same day shall be paid at the rate applicable to the scheduled hours of work.

19. Conditions of Examining and Marking

- 19.1 Examiners and assessors shall strictly adhere to the official timetable, other than in circumstances recognised by the State Manager as being beyond their control.
- 19.2 The State Manager shall ensure that all examination centres have adequate facilities and that all occupational health and safety requirements are met. Where facilities are identified as inadequate, examiners are to assist by reporting to the State Manager to ensure remedial action can be initiated.
- 19.3 The AMEB (NSW) shall supply appropriate identification to examiners to be worn during their hours of work.

20. Examination Procedures

- 20.1 The examination procedures shall be in accordance with the Handbook for Examiners, issued annually by the AMEB (NSW), after consultation between the parties.

21. Recruitment of Examiners and Assessors

- 21.1 The AMEB (NSW) selection criteria for the recruitment of examiners and assessors include:
- 21.1.1 relevant music and/or speech and drama qualifications;
 - 21.1.2 developed skills in teaching and performance;
 - 21.1.3 excellent interpersonal skills;
 - 21.1.4 communications skills and ability to articulate concepts clearly;
 - 21.1.5 constructive, supportive and analytical report writing skills;
 - 21.1.6 sound understanding of the stylistic elements essential to performance;
 - 21.1.7 demonstrated knowledge of the AMEB (NSW) repertoire, syllabus requirements and regulations;
 - 21.1.8 demonstrated a professional understanding of the standards obtainable at each grade level within the syllabus and availability to examine.
- 21.2 Successful applicants shall be required to undertake mandatory induction training as appropriate and approved by the AMEB (NSW). Such training shall be paid at the base rate as set out in Table 1 - Base Rates of Part B, Monetary Rates.

22. Performance Development

- 22.1 The performance development scheme already agreed by the parties for examiners and assessors addresses three objectives and shall:
- 22.1.1 ensure that Chief Examiners and examiners and assessors engage in an appraisal process designed to improve the quality of examinations, and to focus it on the teaching and learning objectives of the AMEB (NSW);
 - 22.1.2 provide work reports to examiners and assessors who need these for employment purposes;
 - 22.1.3 assist examiners and assessors whose performance is causing concern.
- 22.2 The parties are to monitor the implementation of the performance development scheme and agree to appropriate refinements if required.
- 22.3 Training and Development - The annual training and development meeting of examiners and assessors shall continue to be conducted by the relevant adviser. Participating examiners and assessors shall continue to be considered to be on duty for this session.

23. System Improvements

- 23.1 The AMEB (NSW) acknowledges its continuing obligation to:
- 23.1.1 provide appropriate training to assist examiners in dealing with teachers, parents and candidates and in preparing examination reports;
 - 23.1.2 ensure teachers, parents and candidates are aware of the appropriate avenues of securing feedback from examiners on candidate performance.
- 23.2 Implementation of Revised Procedures - The parties agree to consult and co-operate in the development and implementation of operational and examination and assessment procedures.

24. Dispute Resolution Procedures

24.1 Subject to the provisions of the *Industrial Relations Act* 1996, the following procedures shall apply:

24.1.1 Should any dispute (including a question or difficulty) arise, discussions shall be held between the State Manager and the person(s) concerned and/or a representative of the unions. They shall discuss the dispute with a view to resolving the dispute, or by negotiating an agreed method and timeframe for proceeding.

24.1.2 If the dispute is not resolved at this level, the matter shall be referred to the Chief Executive Officer, NSW Education Standards Authority or nominee, to enable discussions at this level with the person(s) concerned and/or a representative of the unions. They shall discuss the dispute with a view to resolving the dispute, or by negotiating an agreed method and timeframe for proceeding.

24.1.3 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

25. Duties as Directed

25.1 The State Manager or delegate may direct an employee to carry out such duties which are within the limits of the employee's skill, competence and training, consistent with the classifications covered by this award and provided that such duties do not promote deskilling.

25.2 Any directions issued by the State Manager pursuant to subclause 25.1 of this clause shall be consistent with the State Manager's responsibility to provide a safe and healthy working environment.

26. Work Health and Safety

26.1 For the purposes of this clause, the following definitions shall apply:

26.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.

26.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family 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 employer which might otherwise have been carried out by the other employer's own employees.

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

26.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

26.2.2 provide employees of the labour hire business and/or contract business with the appropriate health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

26.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

26.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

26.3 Nothing in this clause 26 is intended to affect or detract from any obligation or responsibility upon a labour hire business under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

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

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.

26.5 This clause operates from 21 March 2006.

27. Termination of Services

27.1 Any examiner is entitled to two weeks' notice of termination of scheduled services, or payment for the hours scheduled as an examiner, except where termination of services is on account of misconduct of any kind or any unsatisfactory standard of work, or voluntary withdrawal by the examiner.

28. Area, Incidence and Duration

28.1 This award covers all persons employed by the NSW Education Standards Authority as AMEB (NSW) Examiners, Assessors and Chief Examiners.

28.2 This award rescinds and replaces the Crown Employees (Australian Music Examinations Board (NSW) Examiners, Assessors and Chief Examiners) Award 2020 published 29 May 2020 (388 I.G. 727), its variation published 19 June 2020 (388 I.G. 849) and its further variation published 17 November 2023 (395 I.G. 1145).

28.3 This award shall take effect on and from 1 January 2024 with a nominal term until and including 31 December 2026.

PART B

MONETARY RATES

Table 1 - Base Rates

	Amount Per Hour \$
Base rate on and from 1 January 2023 (4%)	95.11
Base rate on and from 1 January 2024 (3.5%)	98.44
Base rate on and from 1 January 2025 (3%)	101.39
Base rate on and from 1 January 2026 (3%)	104.43

Table 2 - Allowances for Chief Examiners

Chief Examiners per annum allowance	4% On and from 1/1/23 \$	3.5% On and from 1/1/24 \$	3% On and from 1/1/25 \$	3% On and from 1/1/26 \$
Level 1: candidature 0 to 100	1,122	1,161	1,196	1,232
Level 2: candidature 101 to 3,000	2,252	2,331	2,401	2,473
Level 3: candidature 3,001 to 15,000	3,375	3,493	3,598	3,706
Level 4: candidature Over 15,001	4,495	4,652	4,792	4,936

Table 3 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	On and from 1/1/23 \$	On and from 1/1/24 \$	On and from 1/1/25 \$	On and from 1/1/26 \$
1	10.1	Metropolitan travel allowance to AMEB (NSW) examination headquarters	12.48	13.60	14.00	14.00
2	10.2	Travel allowance per km outside metropolitan area:				
		-Up to 8,000 km per annum	0.7800	0.85	0.88	0.88
		-Over 8,000 km per annum	0.312	0.34	0.35	0.35

Note: In line with clause 10.3, allowances contained in items 1 and 2 are to be adjusted in accordance with rates as determined by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor.

N. CONSTANT, *Senior Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (NEW SOUTH WALES EDUCATION STANDARDS AUTHORITY - EDUCATION OFFICERS) SALARIES AND CONDITIONS AWARD 2020

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Education Standards Authority.

(Case No. 266589 of 2025)

Before Senior Commissioner Constant

23 July 2025

AWARD

Arrangement

Clause No.	Subject Matter
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PART A

- | | |
|-----|---|
| 1. | Title |
| 2. | Definitions |
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| 3A. | Deduction of Union Membership Fees |
| 4. | Salary Packaging |
| 5. | Salary Sacrifice to Superannuation |
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| 14. | Dispute Resolution Procedures for the Parties |
| 15. | Duties as Directed |
| 16. | Personal/Carer's Leave |
| 17. | Work Health and Safety |
| 18. | Anti-Discrimination |
| 19. | No Extra Claims |
| 20. | Area Incidence and Duration |

PART B

MONETARY RATES

Table 1 - Salaries

PART A

1. Title

1. This Award shall be known as the Crown Employees (New South Wales Education Standards Authority - Education Officers) Salaries and Conditions Award 2024.

2. Definitions

- 2.1 "Aboriginal Education Consultative Group" means a branch of the NSW Education Standards Authority providing secretariat support to the independent, community based incorporated organisation, Aboriginal Education Consultative Group Inc., formed to provide advice and guidance to the Minister for Education and Early Childhood Learning on the direction of Aboriginal education in New South Wales.
- 2.2 "Act" means the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the *Government Sector Employment (General) Rules 2014*.
- 2.3 "Banked Time" means the amount of time by which Flex time is reduced by one or more days at the end of a settlement period for the purpose of being re-credited to the officer to cover approved absences from work in future settlement periods.
- 2.4 "Chief Education Officer" means a salary classification that includes, but is not restricted to, NESA Inspectors; President, Aboriginal Education Consultative Group; Chief Project Officers; Chief Curriculum Officers, and any successor performing the same role.
- 2.5 "Chief Executive Officer" means the person holding or acting in the office of the Chief Executive Officer of the NSW Education Standards Authority pursuant to section 8 of the *Education Standards Authority Act 2013*. The Chief Executive Officer is the Agency Head pursuant to section 28 of the *Government Sector Employment Act 2013*. Reference to the Chief Executive Officer may from time to time refer to his/her delegate, meaning a person delegated by the Chief Executive Officer to perform functions associated with the office.
- 2.6 "Coretime" means the period during the day when an officer may be required to be on duty that is 9.30 am to 3.30 pm.
- 2.7 "Education Officer" means a salary classification for jobs and any successor performing the role within the Aboriginal Education Consultative Group.
- 2.8 "Employed" or "employment" means when an Officer is employed on an ongoing basis, on secondment, temporarily employed or temporarily assigned by the NSW Education Standards Authority pursuant to the *Government Sector Employment Act 2013*.
- 2.9 "Excess hours" shall mean all time on weekends or public holidays and all hours before or after the bandwidth hours specified at clause 8.7 necessarily occupied by direction of, or on their own initiative with the approval of, the Chief Executive Officer in the performance of work which from its character or from special circumstances cannot be performed during the applicable bandwidth hours applying at the Officer's headquarters. Provided that excess hours for Officers for whom usual office hours are not fixed or for Officers engaged in field work shall mean all such time on any day in excess of their bandwidth hours of work per week divided by five.
- 2.10 "Federation" means the Australian Education Union New South Wales Teachers Federation Branch.
- 2.11 "Field Officer" means a Liaison Officer.
- 2.12 "Flex time" is the hours accrued under flexible work arrangements in a settlement period which may be carried forward to the next settlement period, unless accrued as Banked Time.
- 2.13 "Flex Leave" means Flex time carried forward or already accrued in a settlement period and then used to cover approved absences from work during the same settlement period.
- 2.14 "General Secretary" means the General Secretary of the Australian Education Union New South Wales Teachers Federation Branch.
- 2.15 "Headquarters" means the administrative centre where the major part of the Officer's work is performed, where the Officer normally reports or the office to which the Officer is attached.

- 2.16 "Industrial instrument" means an award, an enterprise agreement, a public sector industrial agreement, a former industrial agreement, a contract determination or a contract agreement.
- 2.17 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the New South Wales *Industrial Relations Act* 1996.
- 2.18 "Industrial Relations Secretary" means the employer of the staff of the Public Service for the purpose of industrial proceedings as established under Part 4, Division 4 of the Act.
- 2.19 "NESA" means the NSW Education Standards Authority.
- 2.20 "Officer" or "Officers" means a person or all persons who is/are employed by or in the NSW Education Standards Authority in the salary classifications of Chief Education Officer; Principal Education Officer; Senior Education Officer, Grade 1; Senior Education Officer, Grade 2; or Education Officer.
- 2.21 "Ongoing employment" means employment to an ongoing role pursuant to section 43 of the Act.
- 2.22 "Parties" means the NSW Education Standards Authority, the Australian Education Union New South Wales Teachers Federation Branch and the Industrial Relations Secretary.
- 2.23 "Principal Education Officer" means a job classification that includes, but is not restricted to Principal Curriculum Officers, Principal Assessment Officers and any successor performing the same role.
- 2.24 "Secondment" means when the NSW Education Standards Authority employs by making use of the services of an officer of the Department of Education.
- 2.25 "Senior Education Officer, Grade 1" means a salary classification that includes, but is not restricted to, Assessment Officers, Curriculum Officers, Project Officers and any successor performing the same role.
- 2.26 "Senior Education Officer, Grade 2" means a salary classification that includes, but is not restricted to, Liaison Officers, Senior Assessment Officers, Senior Curriculum Officers, Senior Planning Officers, Senior Project Officers and any successor performing the same role.
- 2.27 "Standard Hours" means the ordinary hours of duty which are worked in the absence of flexible working hours between 8.30am to 4.30pm (or as otherwise determined by the Chief Executive Officer), with an hour for lunch, Monday to Friday.
- 2.28 "Temporarily assigned" means employment of an Officer pursuant to section 46 of the Act.
- 2.29 "Temporarily employed" means when the NSW Education Standards Authority employs an Officer pursuant to section 43 of the Act.
- 2.30 "Union" means the Australian Education Union New South Wales Teachers Federation Branch
- 2.31 "Western Division" means the Western Division of the State of New South Wales as defined by the Act.

3. Salaries

- 3.1 Officers will be employed in the salary classifications as defined in clause 2, Definitions.
- 3.2 Officers will be employed at annual salary levels not less than those for the classifications as set out in Table 1, Salaries in Part B, Monetary Salary Rates, except as may be provided for in respect of clause 4, Salary Packaging.
- 3.3 Unless the Chief Executive Officer determines otherwise in accordance with subclause 3.4 of this clause, new Officers will be remunerated at the minimum salaries on commencement of employment under each of the classifications set out in the said Table 1, as follows:

Education Officer Level 1, 1st Year of Service;

Senior Education Officer, Grade 1 Level 1;

Senior Education Officer, Grade 2 the single salary point specified;

Principal Education Officer the single salary point specified;

Chief Education Officer, Grade 1, Level 1.

Chief Education Officer, Grade 2 the single salary point specified.

3.4 The Chief Executive Officer will determine the remuneration of new Officers:

3.4.1 at the minimum rate of the appropriate salary classification; or

3.4.2 at such higher level specified in Table 1, having regard to:

the applicant's skill, experience and qualifications; and

the rate required to attract the applicant; and

the remuneration of existing Officers performing similar work.

3.5 An Officer employed in the salary classification of Chief Education Officer, Senior Education Officer Grade 1 or Education Officer shall be entitled to progress along or be maintained on the incremental scale for the officer's salary classification after each 12 months of service subject to the officer demonstrating by means of an annual review continuing efficiency in work practice, satisfactory performance and professional growth.

3.6 The salary payable for Chief Education Officers includes remuneration for all incidences of employment, including any existing expense or other allowance paid to Chief Education Officers covered prior to this award, for all hours worked and all other compensatory or other allowances other than:

3.6.1 annual leave loading;

3.6.2 travel or subsistence allowances;

3.6.3 allowances in relation to relocation expenses;

3.6.4 any approved reimbursement paid in relation to expenses incurred in the discharge of the Officer's duties.

3.7 Chief Education Officers employed by the NESAs as at the date this Award is made by the Industrial Relations Commission, that is, prior to the creation of the Grade 1 and Grade 2 Chief Education Officer classifications under this Award, will be redesignated at the Chief Education Officer Grade 1 classification and will remain on the previous five level single Chief Education Officer scale unless transferred or assigned to a role at the Chief Education Officer Grade 2 classification by the Chief Executive Officer. All Chief Education Officers appointed after the date that this Award is made by the Industrial Relations Commission will be employed at either the Chief Education Officer Grade 1 or Grade 2 classification as determined by the Chief Executive Officer.

3A. Deduction of Union Membership Fees

(i) The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.

(ii) The union shall advise the employer of any changes to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.

- (iii) Subject to (i) and (ii) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- (iv) Monies deducted from employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employee's union membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

4. Salary Packaging

- 4.1 Officers may participate in the NESA's salary packaging scheme.
- 4.2 Except as otherwise provided in the agreed salary packaging scheme, Officers must be employed on the same conditions as set out in the award.

5. Salary Sacrifice to Superannuation

- 5.1 Notwithstanding the salaries prescribed by Part B, Monetary Rates, an employee may elect, subject to the agreement of the employee's department or agency, to sacrifice a portion of the wage/salary payable under clause 3, Salaries, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations. The availability of salary for packaging purposes will be determined following payment of post tax commitments and payroll deductions such as employee superannuation contributions, union fees, health fund, premiums and maintenance orders etc.
- 5.2 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
 - (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the said clause 3 in the absence of any salary sacrifice to superannuation made under this award.
- 5.3 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
 - (a) paid into the superannuation scheme established under the First State Superannuation Act 1992 as optional employer contributions; or
 - (b) subject to the department or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 5.4 Where an employee makes an election in terms of subclause 5.3 of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.
- 5.5 Where the employee is a member of a superannuation scheme established under:

- (a) the *Police Regulation (Superannuation) Act* 1906;
- (b) the *Superannuation Act* 1916;
- (c) the *State Authorities Superannuation Act* 1987;
- (d) the *State Authorities Non-contributory Superannuation Act* 1987; or
- (e) the *First State Superannuation Act* 1992,

the employee's department or agency must ensure that the amount of any additional employer superannuation contributions specified in subclause 5.1 of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- 5.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 5.5 of this clause, the department or agency will continue to base contributions to that fund on the salary payable under clause 3 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.
- 5.7 Should there be any delay in the scheduled increases in the Superannuation Guarantee Contributions, the parties will agree to vary the Award by consent to amend the increases to salaries and salary related allowances as appropriate.

6. Conditions Fixed By Other Awards

- 6.1 The following industrial instruments and regulation or any successor thereto and any variations from time to time to the same, insofar as they fix conditions of employment applying to Officers covered by this award and pursuant to this award, shall apply to Officers unless specifically varied by this award in which case the provisions of this award take precedence:

Crown Employees (Transferred Officers Excess Rent Assistance) Agreement No. 2354 of 1981;

Crown Employees (Transferred Employees Compensation) Award

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

Government Sector Employment Act 2013

Government Sector Employment Regulation 2014

Government Sector Employment (General) Rules 2014

7. Appointment and Mobility Provisions

- 7.1 Where the public service sick leave entitlement is exhausted, Officers on secondment from the Department of Education or Officers temporarily employed from any other New South Wales Government Department/Declared Authority can access, provided the NESA agrees, cumulative sick leave entitlements for their use, provided this is agreed to by the Department of Education or any other New South Wales Government Department/Declared Authority. The conversion of the cumulative sick leave entitlement will be attended to by the NESA.
- 7.2 Officers on secondment from the Department of Education and Officers temporarily employed from any other New South Wales Government Department/Declared Authority can access, provided the NESA agrees, any accrued long service leave entitlements for their use, provided this is agreed to by the

Department of Education or the relevant New South Wales Government Department/Declared Authority. The conversion of the long service leave entitlement will be attended to by the NESA.

- 7.3 The NESA will facilitate, where agreed, an Officer's portability of entitlements for long service and sick leave whilst they are in the employment of the NESA.
- 7.4 In addition to the provisions of the Public Sector Employment Regulation 2014 and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor or as amended from time to time where the balance of any period of maternity/adoption leave extends beyond the period an Officer is employed, the NESA will pay the difference in salary between the Officer's substantive salary and the salary whilst at the NESA for the term of the leave taken, unless it coincides with any period of paid leave other than maternity/adoption leave.
- 7.5 An extension of a period of employment in order to coincide with an Officer's return to a teaching service for Day 1 Term 1 Eastern Division or Day 1 Term 1 Western Division of a school year or to reflect a change in the Department of Education's policy will be taken into specific regard in NESA employment practices.
- 7.6 The NESA's superannuation provisions are to be no less beneficial than what Officers on secondment or Officers temporarily employed from any other New South Wales Government Department/Declared Authority would have received had they remained in their original positions.
- 7.7 Officers who demonstrate that they are existing contributors to either the State Superannuation Fund or the State Authorities Superannuation Scheme are entitled to retain their membership of those schemes as provided for in the *Superannuation Act 1916*, the *State Authorities Superannuation Act 1987* or the *First State Superannuation Act 1992*.
- 7.8 Credit of recreation leave may be granted to Officers on secondment or temporarily employed Officers recruited directly from schools or TAFE colleges, in accordance with the following:

If the Officer Commences: Recreation Leave to be Credited

January before 18th	10 days
January on or after 18th	5 days
February	5 days
March before 30th	5 days
March on or after 30th	10 days
April before vacation	10 days
April on or after 27th	5 days
May	5 days
June before 15th	5 days
June on or after 15th	10 days
July before vacation	10 days
July on or after 20th	5 days
August	5 days
September before 7th	5 days
September on or after 7th	10 days
October	5 days
November before 10th	5 days
November on or after 10th	10 days
December	10 days

Thereafter, recreation leave accrues at the normal rate.

- 7.9 To avoid excessive accrual of recreation leave, as described in clause 77.2 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 the Chief Executive Officer may direct an officer to take accrued recreation leave. Such direction will coincide with school vacation periods.

- 7.10 For the purpose of workers' compensation, the employer of Officers is the NES in terms of the *Workers Injury Management and Workers Compensation Act 1998* or any successor thereto.
- 7.11 The letters of employment for all Officers will designate the salary and conditions of employment. For Officers on secondment from the Department of Education and Officers temporarily employed or temporarily appointed, the letters of employment will designate the duration, salary and conditions of their employment.

8. Flexible Work Arrangements

The conditions under which flexible working hours operate are set out in this clause.

- 8.1 No officer can be directed to work under Flexible Work Arrangements. Those officers not participating in Flexible Work Arrangements will work standard hours as defined in clause 2.27.
- 8.2 To avoid excessive accrual of Accrued Work Time (AWT) the Chief Executive Officer may direct an officer to take accrued hours. Such direction will coincide with school vacation periods. Accrued Work Time is defined in Clause 8.13.
- 8.3 An officer may only work outside the hours of a standard day (7 hours) but within the bandwidth (7am - 7pm) and accrue hours toward a flexible working hours credit if the work is available to be performed.
- 8.4 Application

The Flexible Work arrangements that apply to Officers covered by this award are set out as follows:

- 8.4.1 Principal Education Officers, Senior Education Officers (except for Field Officers) and Education Officers -Clauses 8.4 to 8.13 inclusive and 8.15 to 8.18 inclusive.
- 8.4.2 Field Officers (Liaison Officers) Clauses 8.5 and 8.14 to 8.18 inclusive.
- 8.4.3 Chief Education Officers (CEO's) Clause 8.19.
- 8.5 Settlement Period
- 8.5.1 The settlement period for the purpose of sub-clause 8.4.1 is 12 weeks. The settlement period for the purpose of subclause 8.4.2 is 4 weeks.
- 8.6 Ordinary Hours of Work and Standard Hours
- 8.7 Standard Bandwidth
- 8.7.1 The standard bandwidth is 7.00 am to 7.00 pm. Normal work can be undertaken during the period 7.30 am to 6.00 pm and additional hours work credited as accrued work time (as defined in subclause 8.13).
- 8.7.2 If normal work is undertaken at the Officer's own initiative and with the approval of the Chief Executive Officer or delegate between 7.00 am and 7.30 am or 6.00 pm and 7.00 pm this time will be credited as accrued work time.
- 8.7.3 If an Officer is directed to work between 7.00 am and 7.30 am or 6.00 pm and 7.00 pm or at other times outside the bandwidth, including Saturday and Sunday compensatory leave will be accruable in accordance with clause 9 of this award.
- 8.7.4 An officer, who requests to work outside the standard bandwidth, must obtain approval of their Chief Executive Officer or delegate. The time worked is to be counted towards Accrued Work time (AWT).

- 8.7.5 If approval to work outside the bandwidth is not sought or given, then the time worked outside the standard bandwidth is not to be counted towards Accrued Work Time (AWT).

8.8 Coretime

- 8.8.1 The standard coretime is 9.30am to 3.30pm subject to the provisions as detailed in clause 8.10.
- 8.8.2 The standard coretime may only be varied at the request of an individual Officer with the agreement of the Chief Executive Officer or delegate.
- 8.8.3 In exceptional circumstances officers may commence work after 9.30 am and/or leave before 3.30 pm and the time taken shall be flex leave. This arrangement must be agreed between the officer and Chief Executive Officer or delegate.

8.9 Hours Worked

- 8.9.1 All Officers are entitled to work a minimum of 7 hours on any day. An officer cannot be directed to work less than 7 hours on any day. An Officer may choose to work less than 7 hours in one day with the agreement of the Chief Executive Officer or delegate.
- 8.9.2 An Officer may elect to change from flexible working hours to standard hours in agreement with the Chief Executive Officer or delegate.
- 8.9.3 Nothing in this clause shall prevent the NESAs requiring an officer to revert to working standard hours following reasonable notice.
- 8.9.4 Where an officer has completed a minimum of 7 hours on any day and there is no requirement for that officer to remain at the workplace the officer's supervisor can request that the Officer cease work for that day.

8.10 Lunch and Meal Breaks

- 8.10.1 An officer is to take a meal break of at least 30 minutes in a period of 5 hours continuous work.
- 8.10.2 Lunch breaks must be of at least 30 minutes duration with an entitlement of up to one hour.
- 8.10.3 Provided customer service is maintained, a longer lunch break of up to two and a half hours may be taken with the supervisor's approval. Lunch breaks may be taken between 11.30am and 2.30pm.

8.11 Flexible Working Hours

- 8.11.1 An officer may vary their flexible working hours or work standard hours at any time in agreement with the Chief Executive Officer or delegate and in accordance with the provisions of this Award.

8.12 Flex Leave and Banked Time Entitlements

- 8.12.1 All officers are entitled to take combinations of up to six (6) Flex Leave and Banked Time days in any settlement period. This time may be taken together with other forms of leave. The issue of when Flex Leave is taken should be agreed between the Officer and the Chief Executive Officer or delegate.
- 8.12.2 An officer may accumulate Banked Time during each settlement period on the following basis:
- where the staff member takes 6 Flex Leave days the possible Banked Time is zero;
- where the staff member takes 5 Flex Leave days the possible Banked Time is 1 day;

where the staff member takes 4 Flex Leave days the possible Banked Time is 2 days;

where the staff member takes 3 Flex Leave days the possible Banked Time is 3 days;

where the staff member takes less than 3 Flex Leave days the possible Banked Time is 3 days.

8.12.3 An officer may accumulate Banked Time of up to three (3) days in each settlement period. Over four settlement periods a maximum or equivalent of 12 days may be accumulated as Banked Time.

8.12.4 A Flex Leave day and a Banked Time day are each equivalent to 7 hours. The officer's flex time will be reduced by this amount for each day of Banked Time. Seven (7) hours will be re-credited to the staff member's time sheet when a Banked Time day is utilised for leave.

8.12.5 Banked Time days may be taken with other forms of leave including Flex Leave and can be taken in quantities ranging from 1 to 12 days over 4 settlement periods.

8.13 Accrued Work Time (AWT)

8.13.1 All time worked during the settlement period in accordance with this agreement (except paid overtime) will count towards the Officer's Accrued Work Time (AWT).

8.13.2 An officer should have Accrued Work Time (AWT) of at least 410 hours at the conclusion of a settlement period. The minimum of 410 hours includes all credited AWT and all approved leave.

8.13.3 Where Accrued Work Time (AWT) is less than 410 hours at the end of a settlement period the officer will be required to submit a recreation leave form for the amount of the shortfall. Should the officer have no such leave available, leave without pay (LWOP) for the amount of time below 410 hours will apply and the LWOP is credited to the AWT total.

8.13.4 During the settlement period an Officer is entitled to accumulate and/or carry forward hours in excess of the 420 ordinary hours up to and including an additional 42 hours in any one settlement period. This additional 42 hours may be taken in the next settlement period as part of the up to 6 Flex Leave days that may be taken. This amount can only be exceeded in exceptional circumstances.

8.13.5 Hours worked are to be documented by the officer and supervisor over the settlement period through use of flex time records.

8.13.6 Total Accrued Work Time (AWT) is not to exceed 462 hours on a cumulative basis except in exceptional circumstances.

8.13.7 At the conclusion of each settlement period any Accrued Work Time (AWT) in excess of the 420 ordinary, and up to 462 hours, will be carried forward as a credit to the next settlement period, unless accumulated to the officers Banked Time in accordance with Clause 8.12.2.

8.13.8 In exceptional situations it is possible that the 462 hour limit may be exceeded. This additional time can be carried forward to the next settlement period but the Chief Executive Officer or delegate must develop an agreed strategy to ensure that the Officer is able to reduce the AWT to below the 462 hour limit.

8.13.9 An officer with Accrued Work Time (AWT) at the conclusion of a settlement period that amounts to less than 420 hours and greater than 410 hours must carry the appropriate debit hours forward to the next settlement period.

8.13.10 An officer may vary working hours to suit particular personal needs or absent themselves from work using Flex Leave or Banked Time. Absences of this type may occur on more than one occasion as single or consecutive full or quarter days in a settlement period and will be taken in agreement with the Chief Executive Officer or delegate. Absences of this type are not to be unreasonably denied, however the work demands of the NESA should be recognised.

8.13.11 Banked Time and Flex Leave shall be taken:

- (a) as soon as practicable following its accrual;
- (b) recognising that out of school hours and school vacations often provide the most practicable opportunities;
- (c) in multiples of a quarter day only.

8.14 Flexible Working Hours for Field Officers (Liaison Officers)

8.14.1 Flexible working hours of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor or as amended from time to time apply to Field Officers subject to variation of:

Settlement Period

Accumulation and Carry Over

Flex leave

Commencement or Cessation of Duty During Coretime as affected by the terms of subclauses 8.14.2 to 8.18.

8.14.2 Bandwidth hours for Field Officers are between 7.30 a.m. and 6.00 p.m. on each day, Monday to Friday. With the core hours requirement 9.30am to 3.30pm excluding public holidays. A flexible approach will be adopted by Field Officers and management in relation to normal working and flexible working arrangements. The decision in these matters is subject to organisational convenience and an appropriate level of service being provided, having regard to:

- (a) A Field Officer may opt, for personal reasons or work commitments, not to take a flex day in a settlement period, but rather to bank that flex day for use in a later settlement period. Note that the total number of flex days that can be taken is not increased.
- (b) Up to one flex day and one banked flex day, or two banked flex days, may be taken in any settlement period.
- (c) The total number of banked flex days at any one time must not exceed five days.
- (d) To bank a flex day, seven hours is deducted from the total hours worked in the settlement period. The balance of hours (after deducting a banked flex day) may be carried over, up to a maximum of ten hours.

8.15 Separation from the Agency

8.15.1 Where an Officer gives notice of resignation, retirement or transfer to another government department, the Chief Executive Officer or delegate and Officer will, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours.

8.15.2 The Chief Executive Officer or delegate will facilitate the elimination of accumulated credit or debit hours by such Officers.

8.15.3 Where an officer has an accumulation of debit hours at the completion of the last day of service, the accumulated recreation leave or moneys owing to that officer will be adjusted accordingly.

8.15.4 Where an Officer has an accumulation of credit hours at the completion of the last day of service, then the accumulated credit hours are to be paid to the officer at the current salary rate. However, if requested by the officer and agreed by the new agency, the credit hours may be carried forward to the new agency.

8.16 Part Time Officers

8.16.1 Part-time Officers may accumulate the same Accrued Work Time (AWT) and have the same rights to flexible working hours as full-time officers. They may not be required to work more than their contract hours.

8.17 Disruption of Transport

8.17.1 Where an Officer is delayed or prevented from attending the workplace as a result of a transport strike or a major transport delay, the following conditions will apply to the period of disruption.

- (a) The Officer may commence or cease duty at any time. Time worked on such days will accumulate in a normal way.
- (b) Where an Officer is unable to attend the workplace due to a transport disruption and is unable to work from home or attend another place of work, then the Officer may take the full day off without penalty provided that any excess Accrued Work Time is cleared in the following settlement period.
- (c) An Officer affected by transport disruption will not be debited recreation leave or leave without pay if the officer has accrued less than the minimum required Accrued Work Time contract hours in the settlement period coinciding with the transport disruption. However, the Officer must ensure that any Accrued Work Time debit is cleared in the following settlement period.

8.18 Working at Home

8.18.1 Working from home is a voluntary and co-operative arrangement which allows Officers to continue their employment during some temporary unforeseen circumstance which prevents their attending the workplace or where work of an intensive nature can be performed efficiently away from the workplace. Approval may be given by the appropriate manager or supervisor for individual Officers to work from home on full salary and entitlements on the basis that the arrangement is short term (up to five days) and is irregular, appropriate outcomes are negotiated and hours of work are agreed. Wherever possible, approval is to be sought in advance.

8.18.2 Working from home on an extended (more than five days) or regular basis on any one occasion rather than on a short-term basis will require a working from home arrangement to be developed by agreement between the parties.

8.19 Chief Education Officers

8.19.1 Chief Education Officers may negotiate with their supervisors for patterns of working hours which meet both the needs of the NESA and the personal circumstances of individual Chief Education Officers.

8.19.2 Chief Education Officers may elect, from the agreed date of operation of this clause, that is 12 June 2006, to work under the Flexible Work Arrangements pursuant to Clause 8.4.1, except for any work undertaken outside the standard bandwidth in which case the provisions of Clause 8.19.1, rather than Clause 8.7.3 or 8.7.4, will apply

9. Work Outside Ordinary Working Hours

9.1 Work Outside Ordinary Hours for Education Officers, Senior Education Officers, Grade 1 and Senior Education Officers, Grade 2.

9.1.1 The parties agree that Officers directed to work outside ordinary working hours shall be entitled to excess hours and compensatory leave provisions under this clause.

9.1.2 For the purpose of calculating excess hours and compensatory leave the bandwidth hours for work:

- (a) directed by the Chief Executive Officer or delegate shall be 7.30 am to 6.00pm
- (b) undertaken at the officer's own initiative and with the approval of the Chief Executive Officer or delegate shall be, except for Field Officers, 7.00 am to 7.00pm
- (c) performed by Field Officers at the officers own initiative and approved by the Chief Executive Officer or delegate shall be 7.30 am to 6.00 pm

9.1.3 In the absence of flexible working hours the ordinary hours of work shall be 35 hours per week, Monday to Friday.

9.1.4 Officers involved in meetings with NESA Curriculum Committees, Working Parties, focus teams, etc., may, where there is agreement with the other parties involved, organise teleconferences or electronic exchange. Such meetings or representation arranged as teleconferences or as an electronic exchange may, where possible, also be arranged to minimise the additional hours required to be worked by officers outside bandwidth working hours.

9.2 Compensatory Leave

9.2.1 Compensatory leave shall be taken:

- (a) as soon as practicable following its accrual:
- (b) recognising that out of school hours and school vacations provide the most practicable opportunities;
- (c) in multiples of a quarter day only;
- (d) within three months of the date of working the excess hours, unless the excess hours worked are banked within the cumulative balance limit and carried forward subject to paragraphs 9.2.2, 9.2.3 and 9.2.4 of this subclause;

and provided further that:

- (i) compensatory leave for weekend duty performed may be accrued and added to the cumulative balance of excess hours accrual;
- (ii) compensatory leave for duty on public holidays may be accrued and added to annual leave credits and, upon termination, will be regarded as recreation leave for the purposes of the Government Sector Employment Regulation 2014 and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009; or its successor or as amended from time to time.
- (iii) an officer must take all compensatory leave granted prior to the last day of service of his/her period of permanent appointment, secondment, temporary appointment or temporary employment.

- 9.2.2 Compensatory leave may be accrued up to a cumulative balance limit of five days, in any period of three months, in recognition of work performed outside bandwidth hours with the exception of Field Officers. Field Officers shall have a cumulative balance limit of 20 days at any point in time in recognition of work performed outside bandwidth working hours.
- 9.2.3 Compensatory leave accrued in a calendar year must be taken by January 31 of the following calendar year.
- 9.2.4 Subject to subclause 9.3 of this clause, leave accumulated above the limit in paragraph 9.2.2 of this subclause or not taken by the date in paragraph 9.2.3 of this subclause, will be forfeited, unless the Officer acts on a direction by the Chief Executive Officer to take, at such time as is convenient to the working of the NESA, the excess compensatory leave accrued. As far as practicable, the wishes of the Officer concerned will be taken into consideration in directing the time for the taking of that excess compensatory leave.
- 9.2.5 Officers will have ready access to cumulative balances of accrued compensatory leave to ensure they are appropriately notified of any impending forfeiture.
- 9.2.6 Compensatory leave may only be granted to Officers whose salary or salary and allowances in the nature of salary are not in excess of the salary classification rate prescribed as the maximum rate for Senior Education Officer, Grade 2, and as varied from time to time.
- 9.3 Calculation of and Payment in Lieu of Compensatory Leave
- 9.3.1 Where the regularity of the demands of School Certificate and Higher School Certificate examination paper setting and marking program or where it is impracticable for the compensatory leave to be taken, the Chief Executive Officer shall:
- (a) allow the compensatory leave to continue to accumulate beyond the limit in paragraph 9.2.2 of subclause 9.2 of this clause; or
 - (b) subject to paragraphs 9.3.2 and 9.3.3 of this subclause, authorise payment in lieu of compensatory leave.
- 9.3.2 Calculation of compensatory leave or payment in lieu of compensatory leave shall be undertaken and paid by the following method:
- (a) for all excess hours worked before or after the applicable bandwidth hours at the rate of time and one half for the first two hours and at the rate of double time thereafter;
 - (b) for all excess hours worked on Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
 - (c) for all excess hours worked on Sunday at the rate of double time;
 - (d) for all excess hours worked on public holidays which would normally be a working day at the rate of time and one-half in addition to salary;
 - (e) for all excess hours worked on public holidays which would not normally be a working day at the rate of double time and a half.
- Provided that
- (i) meal times shall not be included in the calculation of excess hours;
 - (ii) if an Officer is absent from duty on any working day during any week in which excess hours have been worked by him/her, the time so lost may be deducted from the total amount of excess hours worked by him/her during the week unless he/she is granted leave of absence on recreation or on account of illness or unless, in the

opinion of the Chief Executive Officer, his/her absence has been caused by circumstances beyond his/her control; and

- (iii) an officer who works excess hours on Saturdays, Sundays or public holidays shall:
 - (a) if payment is made in lieu of compensatory leave, be paid a minimum payment as though he/she has worked for three hours which shall be calculated according to the method as set out in paragraph 9.3.3 of this subclause and at the appropriate rate prescribed herein;
 - (b) be credited with compensatory leave as though he/she has worked minimum of three hours which shall be calculated according to the method as set out in the said paragraph 9.3.3 and at the appropriate rate prescribed herein.

9.3.3

- (a) Payment in lieu of compensatory leave for excess hours worked shall not be paid for:
 - (i) periods of less than one-quarter of an hour;
 - (ii) time spent travelling, as the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor or as amended from time to time.
 - (iii) periods of excess hours which exceed 35 hours (or 5 days) of accrued time. The entitlement of Field Officers is unaffected by the provision of this subclause.
- (b)
 - (i) The formula for the calculation of payment for excess hours at ordinary rates shall be:

$$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.8929} \times \frac{1}{35 \text{ hours}}$$
 - (ii) To determine time and one-half or double time rates or double time and one-half rates, an hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.
- (c) The annual salary for the purpose of the calculation in this paragraph is the Officer's annual salary or the maximum rate for Senior Education Officer, Grade 2, whichever is the lower.
- (d) In exceptional circumstances, the Chief Executive Officer may approve of the payment in lieu or compensatory leave for excess hours worked in the case of Officers for whom compensation is specifically elsewhere provided for, or who are paid an allowance for overtime or excess hours or whose salary is fixed as inclusive of overtime or excess hours, or those otherwise rendered ineligible by this award.

9.3.4 Meal Allowances

- (a) An allowance for the meal shall be paid pursuant to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, or its successor or as amended from time to time provided the Chief Executive Officer is satisfied that:
 - (i) the performance of the work concerned at the time at which it was performed was necessary;

- (ii) the Officer incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - (iii) where the Officer was able to cease duty for at least 30 minutes before or during the working of excess hours to take the meal, and the officer did so.
- (b) An Officer who complies with the provisions of this clause, whether entitled to compensation for excess hours or not, shall be paid the relevant allowance prescribed pursuant to subparagraph 9.3.4(a).
- (c) Where an allowance under this paragraph is insufficient to adequately reimburse the Officer for expenses properly and reasonably incurred, a further allowance may be paid so as to reimburse the Officer for the additional expenses incurred.
- (d) Where an Officer working flexible hours is required to work excess hours on weekdays beyond 6.00pm and until or beyond 8 hours after commencing duty, plus the time taken for lunch, the Officer shall be allowed 30 minutes for a meal and, thereafter, 30 minutes for a meal after every five hours of overtime worked.

10. Consultation

- 10.1 A joint consultative committee with Federation/NESA representatives will operate to deal with a range of matters affecting working conditions including but not limited to technological change and training and development. The committee will meet at mutually agreed times.

11. Training and Development

- 11.1 The NESA will consult with the Federation in reviewing the NESA's training and development activities which are designed to assist officers to refresh their knowledge and understanding of contemporary school settings. This consultation will include:
- (a) identifying the most successful training and development activities and improving them where necessary;
 - (b) checking that they are available and accessible to all officers.

This process will serve to adjust the existing program as appropriate in consultation with the Federation.

- 11.2 The existing program is designed to assist Officers to refresh their knowledge and understanding of contemporary school settings. In addition to the intrinsic benefits that such professional development provides to all officers, these activities may assist the re-entry and re-orientation of Officers on secondment or temporarily employed returning to schools. These activities will be made available to all Officers over the life of this award as part of a program of training and development where this is agreed between the Office and the individual Officer. The NESA also recognises that, where possible, Officers on secondment or temporarily employed should have opportunities to take part in school-based activities related to the Officer's work at the NESA.
- 11.3 Where Officers are required to undertake a professional development opportunity designated as an agency priority by the NESA, the Officer will be considered to be on duty and all compulsory fees will be met by the NESA.
- 11.4 Where the professional development opportunity is an approved training and development activity and is voluntarily undertaken, the Officer may undertake the course in his/her own time, to the extent that it is outside ordinary working hours, and meet any fees unless the NESA exercises its discretion to refund all or part of these fees. The provisions of clause 9, Work Outside Ordinary Working Hours, shall not apply in respect of this subclause.

12. Performance Appraisal

- 12.1 The performance appraisal process for Officers will be negotiated between the parties to address three objectives and will:
 - 12.1.1 ensure that Officers engage in an appraisal process designed to improve the quality of their work and to focus it on the NESA's corporate objectives;
 - 12.1.2 provide work reports to Officers;
 - 12.1.3 assist Officers whose performance is causing concern.
- 12.2 The performance appraisal process will be centred on the following principles:
 - 12.2.1 The work of the NESA is centred on assisting teaching and learning. The structures for improvement of the quality of teaching and learning should therefore be consistent with what is generally regarded as best practice in the field
 - 12.2.2 The improvement of curriculum development, examination, assessment and credentialing practices requires ongoing professional development. Education professionals learn best in collegial contexts, so structures for improvement will be based on that concept.
 - 12.2.3 The performance appraisal process will be negotiated at the supervisory level and will focus on improving performance by facilitating learning and change in a collegial way.
 - 12.2.4 Officers will participate in forms of collegial practice to improve the quality and focus of their work through discussion about, and observation of, curriculum, examination, assessment and credentialing practice in a supportive and developmental environment.
 - 12.2.5 Training will be provided to address the agreed needs of individual Officers and groups of Officers, taking into account the Officer as an individual professional, as a member of a team working within the framework of the NESA's policies and practices, and as a valued professional within the government and non-government school education system within New South Wales.

13. Technology

- 13.1 The NESA is committed to consulting with the Federation over any proposal for or use of new or upgraded technology as it directly affects the teaching service staff encompassed by this award. In this context, the parties are committed to the following principles:
 - 13.1.1 Consultation will occur at the planning, development, implementation and post implementation phases of the introduction and use of new or significantly upgraded technology;
 - 13.1.2 New or upgraded technology will be accompanied by appropriate training or retraining for staff and will be regarded as a Training and Development system priority;
 - 13.1.3 New or upgraded technology will comply with the NESA's Work Health and Safety obligations;
 - 13.1.4 If the introduction of new or upgraded technology leads to material changes to the work organisation or duties of a particular role or position, then the parties agree to consult on the impact of the changes.

14. Dispute Resolution Procedures for the Parties

- 14.1 Subject to the provisions of the *Industrial Relations Act 1996*, the following procedures shall apply:
 - 14.1.1 Should any dispute, (including a question or difficulty) arise as to matters occurring in a particular workplace the Officer and/or Federation workplace representative shall raise the matter with the relevant Branch Manager or Director as soon as practicable.

- 14.1.2 The relevant Branch Manager or Director will discuss the matter with the Officer and/or Federation's workplace representative within two working days with a view to resolving the matter or negotiating an agreed method and timeframe for proceeding.
- 14.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute or should the matter be an agency-wide nature, the individual Officer or the Federation may raise the matter with the Chief Executive Officer's delegate with a view to resolving the dispute, or negotiating an agreed method and timeframe for proceeding.
- 14.1.4 Where the procedures in paragraph 14.1.3 of this subclause do not lead to resolution of the dispute, the matter will be referred to the Chief Executive Officer and the General Secretary of the Federation. They or their nominees shall discuss the dispute, with a view to resolving the matter or by negotiating an agreed method and timeframe for proceeding.
- 14.1.5 Should the above procedures not lead to a resolution, either party may make application to the Industrial Relations Commission of New South Wales.

15. Duties as Directed

- 15.1 The Chief Executive Officer may direct an Officer to carry out such duties as are within the limits of the Officer's skill, competence and training, consistent with the classifications covered by this award, provided that such duties are not designed to promote de-skilling. Such duties may include transfer to a role different to that for which the officer may have been recruited.
- 15.2 The Chief Executive Officer may direct an Officer to carry out such duties and use such tools, materials and equipment as may be required, provided that the Officer has been properly trained in the use of such tools, materials and equipment.
- 15.3 When an officer undertakes duties using online or other electronic means for content management purposes such purposes would comprise for:
- 15.3.1 curriculum officers : drafting or amending syllabus and curriculum support documents;
- 15.3.2 test development and assessment officers : examination specifications and other assessment resource materials;
- 15.3.3 policy and public affairs officers : NESA policies, rules and public relations and event material.
- 15.4 Any directions issued by the Chief Executive Officer shall be consistent with the Chief Executive Officer's responsibility to provide a safe and healthy working environment and pursuant to the provisions of clause 13 of this award.

16. Personal\Carer's Leave

- 16.1 The entitlement to leave in accordance with this clause is subject to:
- 16.1.1 the Officer being responsible for the care and support of the person concerned; and
- 16.1.2 the person concerned being:
- (a) a spouse of the Officer; or
 - (b) a de facto spouse being a person of the opposite sex to the Officer who lives with the Officer as her husband or his wife on a bona fide domestic basis although not legally married to that Officer; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Officer or of spouse or de facto spouse of the Officer; or

- (d) a same sex partner who lives with the Officer as the de facto partner of that Officer on a bona fide domestic basis; or a relative of the Officer 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.

16.2 Use of Family and Community Service Leave to Care for a Family Member

16.2.1 The Chief Executive Officer shall, in the case of emergencies or in unplanned personal or domestic circumstances, grant to an Officer some or all of the available family and community service leave on full pay.

16.2.2 Such cases may include but are not to be limited to the following:

- (a) compassionate grounds—such as the death or illness of a close member of the family or a member of the Officer's household;
- (b) accommodation matters to one day—such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- (c) emergency or weather conditions such as when flood, fire or snow etc. threaten property and/or prevent an Officer from reporting for duty;
- (d) other personal circumstances such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons.

16.2.3 Attendance at court by an Officer to answer a charge for a criminal offence if the Chief Executive Officer considers the granting of family and community service leave to be appropriate in a particular case.

16.2.4 Staff members who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games).

16.2.5 Officers who hold office in Local Government other than as a Mayor of a Municipal Council, Chief Executive Officer of a Shire Council or Chairperson of a County Council, to attend meetings, conferences or other duties associated with that office where those duties necessitate absence during normal working hours.

16.2.6 Family and community service leave on full pay which may, subject to this award, be granted to an Officer shall be as follows:

- (a) Two and a half of the Officer's working days in the first year of service. Two and a half days in the officer's second year of service and one day per year thereafter.
- (b) If available family and community leave is exhausted as a result of natural disasters, the Chief Executive Officer shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person as defined in clause 16.1, additional paid family and community service leave of up to two days may be granted on a discrete, per occasion basis to an Officer.
- (c) In cases of illness of a family member for whose care and support the Officer is responsible, paid sick leave in accordance with subclause 16.3 of this clause, shall be granted when paid family and community service leave has been exhausted.

- 16.3 Use of Sick Leave to Care for a Family Member. When family and community service leave is exhausted, an Officer with responsibilities in relation to a category of person as set out in subclause 16.1 of this clause, who needs the Officer's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill.
- 16.3.1 An Officer with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
- 16.3.2 Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under sub clause 16.3.1 sick leave accrued from the previous three years including that accrued and referred to in clause 7, Appointment and Mobility Provisions, may also be accessed by an Officer with responsibilities in relation to a person who needs their care and support.
- 16.3.3 The Chief Executive Officer may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in 16.3.2 of this subclause.
- 16.3.4 The Officers shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person.
- 16.3.5 The Officer has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
- 16.3.6 The Officer is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- 16.3.7 The Officer shall, wherever practicable, give the Chief Executive Officer notice prior to the absence of the intention to take leave, the name of the person requiring care and the person's relationship to the Officer, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Officer to give prior notice of absence, the Officer shall notify his/her manager by telephone of such absence at the first opportunity on the day of absence.
- 16.3.8 In normal circumstances, the Officer must not take leave under this subclause where another person has taken leave to care for the same person.
- 16.4 Compassionate Leave
- 16.4.1 For the purpose of providing care and support for a person in accordance with this clause an Officer may elect with the consent of his/her manager to take compensatory leave at a time or times agreed with the manager.
- 16.4.2 Compensatory leave taken as time off during ordinary working hours shall be taken at the ordinary working hours rate, that is an hour for each hour worked.
- 16.4.3 If having elected to take time as leave in accordance with paragraph 16.4.1 of this subclause and the leave is not taken for whatever reason the provisions of clause 9, Work Outside the Ordinary Hours of Work shall apply.
- 16.4.4 When applying the provisions of the said clause 9 in accordance with paragraph 16.4.3 of this subclause, the untaken leave shall be preserved for a period of 12 months before the forfeiture provisions of paragraph 9.2.4 of subclause 9.2 of clause 9, or the payment in lieu provisions of subclause 9.3 of clause 9 will apply.

16.5 Use of Make-up Time

16.5.1 An Officer may elect, with the consent of the Chief Executive Officer, to work "make-up time". "Make-up Time" is worked when the Officer takes time off during ordinary working hours, and works those hours at a later time, during the spread of ordinary working hours, at the ordinary working hours rate of pay.

16.6 Use of Other Leave Entitlement

16.6.1 The Chief Executive Officer may grant an Officer other leave entitlements for reasons related to family responsibilities of, or community service by, the Officer. An Officer may elect, with the consent of the Chief Executive Officer, to take:

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

17. Work Health and Safety

17.1 For the purposes of this clause, the following definitions shall apply:

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

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

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

17.3 Nothing in this clause 17 is intended to affect or detract from any obligation or responsibility upon a labour hire business under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

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

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.

- 17.5 This clause operates from 1 March 2006.

18. Anti-Discrimination

- 18.1 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.
- 18.2 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.
- 18.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an officer because the officer has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 18.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 18.5 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.

NOTES -

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

"Nothing in this 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."

19. No Extra Claims

- 19.1 The Industrial Relations Commission recognises that the parties have provided an undertaking that other than as provided for in the *Industrial Relations Act* 1996, there will be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission 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 prior to the nominal expiry of the Award unilaterally made by a party to this Award unless otherwise agreed by the parties.

This undertaking does not prevent the Parties from continuing collaborative discussions during the life of the Award to deliver additional enhancements to remuneration and/or conditions of employment, and

to achieve additional industry wide and systemic efficiencies and productivity improvements to the delivery of Government services to the public. Changes to conditions or salaries may be jointly progressed and, if agreed, an application to vary the Award may be made by consent prior to the nominal expiry of the Award.

20. Area, Incidence and Duration

- 20.1 The department for which this award is made is the NSW Education Standards Authority. The Award covers all persons employed on an ongoing basis, seconded or temporarily employed by the NESA in the classifications of Chief Education Officer, Principal Education Officer, Senior Education Officer and Education Officer.
- 20.2 This award rescinds and replaces the Crown Employees (New South Wales Education Standards Authority - Education Officers) Salaries and Conditions Award 2020 published 29 May 2020 (388 I.G. 750) and its variation published 17 November 2023 (395 I.G. 1147).
- 20.3 This award shall take effect on and from 1 January 2024 with a nominal term until and including 31 December 2026.

PART B

MONETARY RATES

Table 1 - Salaries

Senior Education Officer Grade 1

	4% From the first pay period to commence on or after 1/1/2023 \$	From the first pay period to commence on or after 1/1/2024 \$	3% From the first pay period to commence on or after 1/1/2025 \$	3% From the first pay period to commence on or after 1/1/2026 \$
Level 1	133,559	140,502	144,717	149,059
Level 2	150,249	155,508	160,173	164,978

Senior Education Officer Grade 2

	4% From the first pay period to commence on or after 1/1/2023 \$	From the first pay period to commence on or after 1/1/2024 \$	3% From the first pay period to commence on or after 1/1/2025 \$	3% From the first pay period to commence on or after 1/1/2026 \$
Single Salary Point	156,627	164,865	169,811	174,905

Principal Education Officer

	4% From the first pay period to commence on or after 1/1/2023 \$	From the first pay period to commence on or after 1/1/2024 \$	3% From the first pay period to commence on or after 1/1/2025 \$	3% From the first pay period to commence on or after 1/1/2026 \$
Single Salary Point	173,761	182,926	188,414	194,066

Chief Education Officer - Grade 1

	4% From the first pay period to commence on or after 1/1/2023 \$	From the first pay period to commence on or after 1/1/2024 \$	3% From the first pay period to commence on or after 1/1/2025 \$	3% From the first pay period to commence on or after 1/1/2026 \$
Level 1	177,694	183,913	189,431	195,114
Level 2	183,458	189,879	195,575	201,443
Level 3	189,229	195,852	201,728	207,780
Level 4	193,101	199,860	205,856	212,032
Level 5	197,403	206,344	212,534	218,910

Chief Education Officer - Grade 2

	4% From the first pay period to commence on or after 1/1/2023 \$	3.5% From the first pay period to commence on or after 1/1/2024 \$	3% From the first pay period to commence on or after 1/1/2025 \$	3% From the first pay period to commence on or after 1/1/2026 \$
Single Salary Point	202,338	209,420	215,703	222,174

Education Officer AECG

	4% From the first pay period to commence on or after 1/1/2023 \$	3.5% From the first pay period to commence on or after 1/1/2024 \$	3% From the first pay period to commence on or after 1/1/2025 \$	3% From the first pay period to commence on or after 1/1/2026 \$
Level 1				
1st year of service	97,341	100,748	103,770	106,883
Thereafter	100,411	103,925	107,043	110,254
Level 2				
1st year of service	104,348	108,000	111,240	114,577
Thereafter	107,406	111,165	114,500	117,935
Level 3				
1st year of service	110,621	114,493	117,928	121,466
Thereafter	113,937	117,925	121,463	125,107
Level 4				
1st year of service	118,672	122,826	126,511	130,306
Thereafter	122,449	126,735	130,537	134,453

Allowances

Allowances and the rates paid for allowances will be as determined and adjusted from time to time pursuant to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor or as amended from time to time.

N. CONSTANT, *Senior Commissioner*

CROWN EMPLOYEES (NSW POLICE FORCE (NURSES')) AWARD 2024

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Commissioner of Police.

(Case No. 210736 of 2025)

Before Commissioner Muir

10 June 2025

AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Rates of Pay
4.	Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
5.	Hours of Work
6.	Overtime
7.	Travelling Time
8.	Leave in Lieu of Overtime
9.	Part-Time Employment
10.	Casual Employment
11.	Public Holidays
12.	Annual Leave
13.	Leave Generally
14.	Introduction of New Technology
15.	Productivity Measures
16.	Clothing Allowance
17.	Disputes/Grievance Settlement Procedures
18.	Anti-Discrimination
19.	Other Conditions of Employment
20.	No Extra Claims
21.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Allowances

2. Definitions

"Officer" means and includes all persons employed by the NSW Police Force who as of 2 June 1998 were occupying a position of nurse or who after that date were appointed to such a position.

"Clinical Nurse Consultant" means a registered nurse appointed as such to a position approved by the Commissioner of Police and who has had at least 5 years post-basic registration experience and who has, in addition, approved post-basic nursing qualifications relevant to the field in which they are appointed, or such other qualifications or experience deemed appropriate by the Commissioner.

"Clinical Nurse Specialist" means a registered nurse with specific post-basic qualifications and twelve months experience working in the clinical area of the nurses specified post-basic qualification; or

A minimum of four years post-basic registration experience, including three years experience in the relevant specialist field.

"Commissioner" means the Commissioner of Police in New South Wales or any person acting in such position from time to time.

"Nurse" when used in the appropriate context may refer to all classifications of nurses and includes registered nurse, Clinical Nurse Consultant and Clinical Nurse Specialist.

"Association" means the New South Wales Nurses and Midwives' Association and the Australian Nursing and Midwifery Federation NSW Branch (ANMF NSW Branch).

"Service" for the purpose of salaries as set out in Table 1 - Salaries, of Part B, Monetary Rates, means service before or after the commencement of this award in New South Wales or elsewhere as a registered nurse.

Service deemed to be registered nurse service shall be as set out in clause 3, Definitions, in the Public Health System Nurses' & Midwives' (State) Award made on 30 June 2015 as varied.

"Team Leader" shall mean a registered nurse appointed as such for a nominated period as specified by the employer. Only one registered nurse shall be so appointed at any one location at any one time. Team leaders shall carry out such supervisory and resource management duties as are reasonably required and shall receive an allowance as set out in Item 1 of Table 2 - Allowances, of Part B. The amount in Item 1 of Table 2 - Allowances, of Part B, Monetary Rates, shall be taken to automatically increase by the equivalent percentage increase to salaries for the 1st Year Registered Nurse classification under the Public Health System Nurses' and Midwives' (State) Award 2023, up to 30 June 2027, as amended or replaced.

3. Rates of Pay

Subject to their classification nurses shall be paid per week not less than the amounts prescribed in Table 1 - Salaries, of Part B, Monetary Rates.

If the Public Health System Nurses' and Midwives' (State) Award 2023 (as amended or replaced) is, up to 30 June 2027, amended to increase the salary per week for a nurse with the corresponding classification and years of experience to a nurse recorded in Table 1 - Salaries, of Part B, Monetary Rates, the amounts recorded in Table 1 shall be taken to automatically increase to that salary at the relevant time when the increase come into effect under the Public Health System Nurses' and Midwives' (State) Award 2023 (as amended or replaced).

Any payments made as an attraction and retention allowance shall be deemed to be subsumed into and paid in satisfaction of the amounts in Table 1 - Salaries, of Part B, Monetary Rates (as taken to be amended in accordance with this clause).

4. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

4.1 The entitlement to salary package in accordance with this clause is available to:

- (a) permanent full-time and part-time employees;
- (b) temporary employees, subject to the NSW Police Force's convenience; and
- (c) casual employees, subject to the NSW Police Force's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 4.7.

- 4.2 For the purposes of this clause:
- (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 3, Rates of Pay and Part B, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 4.3 By mutual agreement with the Commissioner, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (a) a benefit or benefits selected from those approved by the Commissioner; and
 - (b) an amount equal to the difference between the employee's salary, and the amount specified by the Commissioner for the benefit provided to or in respect of the employee in accordance with such agreement.
- 4.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 4.5 The agreement shall be known as a Salary Packaging Agreement.
- 4.6 Except in accordance with subclause (vii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Commissioner at the time of signing the Salary Packaging Agreement.
- 4.7 When an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (c) subject to the Department or agency's agreement, paid into another complying superannuation fund.
- 4.8 Where the employee makes an election to salary sacrifice, the NSW Police Force shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 4.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*; or
 - (d) *State Authorities Non-contributory Superannuation Act 1987*,
- the NSW Police Force must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.

- 4.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 4.9 of this clause, the NSW Police Force must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the NSW Police Force may be in excess of superannuation guarantee requirements after the wage packaging is implemented.
- 4.11 Where the employee makes an election to salary package:
- (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 3, Rates of Pay and Part B, of this Award if the Salary Packaging Agreement had not been entered into.
- 4.12 The Commissioner may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 4.13 The Commissioner will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Wage Packaging Agreement.

5. Hours of Work

- 5.1 The ordinary hours of work shall be as follows:
- a. For nurses employed after 1 July 1996 the ordinary hours shall be 152 hours per 28 days to be worked on a maximum of 19 days in any such period.
 - b. For nurses employed as at 1 July 1996 the ordinary hours shall, by historical concession of the employer, continue to be 140 hours per 28 days.
- 5.2 Ordinary hours shall be worked between the hours of 8.00 am and 6.30 pm, Monday to Sunday inclusive, and shall not exceed 10 hours on any one shift.
- 5.3 Except by mutual agreement an employee shall not work more than 7 consecutive shifts, and days off shall consist of two or more consecutive days.
- 5.4 Employees required to work on a Saturday or Sunday shall be paid the following percentages in addition to the ordinary rate for such shift:
- Saturday 50%
- Sunday 75%
- 5.5 Ordinary hours rostered on a Saturday or Sunday shall be for a minimum shift length of 6 hours.
- 5.6 A nurse attending a country police centre may, due to the police rostering arrangements, be required to commence ordinary hours of work at a time before 8.00am but not before 6.00am, provided that the nurse does not have to travel to the centre on that day before commencing duty.
- 5.7 A nurse shall not be required to work for more than 5 hours without a meal break of not less than 30 minutes and not more than 60 minutes. Any time approved to be worked during such break shall count

as working time and, unless the employee is permitted to finish duty early on the same shift, then such time shall be paid for at overtime rates.

- 5.8 Where a nurse is required to remain on call for duty during a meal break, the nurse shall be paid an allowance as set out in Item 2 of Table 2 - Allowances, of Part B, Monetary Rates.
- 5.9 The amount in Item 2 of Table 2 - Allowances, of Part B, Monetary Rates, shall be taken to automatically increase by the equivalent percentage increase to salaries for the 1st Year Registered Nurse classification under the Public Health System Nurses' and Midwives' (State) Award 2023, up to 30 June 2027, as amended or replaced.

6. Overtime

- 6.1 Subject to 6.2 an employer may require an employee to work reasonable overtime at overtime rates.
- 6.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable. What is unreasonable or otherwise will be determined having regard to:
- a. any risk to employee health and safety;
 - b. the employee's personal circumstances including any family and carer responsibilities;
 - c. the needs of the workplace or enterprise;
 - d. the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - e. any other relevant matter.

except as provided for in subclause 6.4 of this clause:

- 6.3 All time approved to be worked in excess of the rostered daily hours of work shall be overtime and be paid for at time and a half for the first two hours and double time thereafter. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on a public holiday at the rate of double time and a half. Each shift shall stand alone.
- 6.4 For officers whose ordinary hours of work are prescribed by paragraph (b) of subclause 5.1 of clause 5, Hours of Work, overtime does not become payable until the officer works in excess of 152 hours in any 28 day roster period.

Notwithstanding that, such officers shall normally be rostered on the basis of an average of 35 hours per week (140 hours each 28-day roster period), and shall only be required to work in excess of those hours in situations of an emergent nature or otherwise unavoidable circumstances.

7. Travelling Time

- 7.1 The parties agree that any travelling or waiting time properly and necessarily incurred by officers in the performance of their duty, in accordance with the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009, shall be compensated by time off in lieu.
- 7.2 Travelling time and waiting time shall not accrue to officers employed in accordance with paragraph (b) of subclause 5.1 of clause 5, Hours of Work, until the officer has worked, travelled or waited (in accordance with the provisions of clause 29, Excess Travelling Time, and clause 30, Waiting Time, of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009, in excess of 152 hours in any 28-day roster period.

8. Leave in Lieu of Overtime

- 8.1 An officer who, with the approval of the NSW Police Force, works overtime may elect to take leave in lieu of payment for all or part of the entitlement in respect of the time so worked. Such leave in lieu shall accrue at the rates specified for overtime.

Provided that:

- a. Where the officer elects to receive leave in lieu of payment such leave in lieu shall be taken at a time mutually agreed between the officer and the NSW Police Force.
- b. Such leave in lieu shall be taken in multiples of a quarter day only.
- c. Subject to the convenience of NSW Police Force leave in lieu shall be taken within 3 months of the date of accrual, except in the case of leave in lieu in respect of work performed on a public holiday, in which case an officer may elect to have such leave in lieu added to annual leave.
- d. An officer shall be entitled to payment for the balance of any overtime entitlement not taken as leave in lieu.

9. Part-Time Employment

- 9.1 A part-time officer is one who is engaged to work a specified number of hours which are less than those prescribed for a full-time officer.
- 9.2 A part-time officer shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed in Table 1 - Salaries, of Part B, Monetary Rates, and one thirty-eighth of the amount as set out in Item 3 of Table 2 - Allowances, of the said Part B.
- 9.3 Annual leave and sick leave entitlements shall be calculated on a pro-rata basis of the average weekly ordinary hours worked over the 12 months qualifying period.
- 9.4 Overtime shall apply only to hours approved to be worked in excess of the ordinary full-time hours for full-time officers in that section on any one day and to all hours approved to be worked in excess of 38 hours in any one week.
- 9.5 Officers engaged under this clause shall be entitled to all other benefits of this award in the same proportion as their ordinary hours of work bear to full-time hours.

10. Casual Employment

- 10.1 The parties agree that officers may be employed on a casual basis to suit the needs of the NSW Police Force.
- 10.2 The hourly rate for a casual officer shall be calculated on the following basis:
- $$\frac{\text{appropriate weekly rate} + 10\%}{38}$$
- 10.3 A casual officer shall in addition be paid a loading of 1/12th for all ordinary hours worked in lieu of annual leave.
- 10.4 A minimum payment of 3 hours shall be made for each engagement.
- 10.5 A casual officer shall be paid for all hours worked and consistent with the provisions of subclause 10.3 of this clause, shall not accrue an entitlement to annual leave.
- 10.6 Casual officers shall be entitled to pro rata payment, based on the hours worked, of the clothing allowance as set out in Item 3 of Table 2 - Allowances, of Part B, Monetary Rates.

10.7 Casual officers are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act* 1996. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act* 1996 (NSW).

The Commissioner must not fail to re-engage a regular casual officer (see section 53(2) of the Act) because:

- (a) the officer or officer's spouse is pregnant; or
- (b) the officer is or has been immediately absent on parental leave.

The rights of the Commissioner in relation to engagement and re-engagement of casual officers are not affected, other than in accordance with this clause.

10.8 Personal Carers Entitlement for Casual Officers

- (a) Casual officers 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 requirements set out below in (d), and the notice requirements set out in (e).
- (b) The Commissioner and the casual officer shall agree on the period for which the officer will be entitled to not be available to attend work. In the absence of agreement, the officer is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual officer is not entitled to any payment for the period of non-attendance.
- (c) The Commissioner must not fail to re-engage a casual officer because the officer accessed the entitlements provided for in this clause. The rights of the Commissioner to engage or not to engage a casual officer are otherwise not affected.
- (d) The casual officer shall, if required,
 - (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (ii) establish by production of documentation acceptable to the Commissioner or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the officer.

In normal circumstances, a casual officer must not take carer's leave under this subclause where another person had taken leave to care for the same person.

10.9 Bereavement entitlements for casual officer

- (a) Casual officers 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.
- (b) The Commissioner and the casual officer shall agree on the period for which the officer will be entitled to not be available to attend work. In the absence of agreement, the officer is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual officer is not entitled to any payment for the period of non-attendance.
- (c) The Commissioner must not fail to re-engage a casual officer because the officer accessed the entitlements provided for in this clause. The rights of the Commissioner to engage or not to engage a casual officer are otherwise not affected.

11. Public Holidays

- 11.1 Public holidays shall be allowed to full-time officers on full pay and to part-time officers on full pay (i.e., their normal rate of pay for each day) if normally rostered on duty on such day. An employee who is required to and does work ordinary hours on a public holiday shall be paid for the time actually worked at the rate of time and one-half in addition to the officers ordinary salary rate.
- 11.2 Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.

12. Annual Leave

- 12.1 Officers shall be entitled to four weeks annual leave on full pay at the completion of each 12 months service.
- 12.2 In addition to the leave prescribed in subclause 12.1, of this clause, officers who work their ordinary hours on Sundays and/or public holidays are entitled to receive additional annual leave as follows:

Number of ordinary shifts worked on Sundays and/or Public Holidays during the qualifying period of employment for annual leave additional purposes	Annual Leave
4 to 10 days	1 day
11 to 17 days	2 days
18 to 24 days	3 days
25 to 31 days	4 days
32 or more days	5 days

Provided that an officer may elect to be paid when proceeding on annual leave an amount equivalent to the value of the officers additional leave entitlement in lieu of taking the additional annual leave. Such election is to be made in writing by the officer at the commencement of each leave year and is irrevocable during the currency of that year of employment.

- 12.3 As a general principle, annual leave will be applied for in advance and be taken in periods of a full week only. Whilst this general principle will apply, officers may in emergency circumstances apply in advance for leave of a lesser period than a week. Such applications may be approved at the discretion of the officer in charge.
- 12.4 Consistent with the Personnel Handbook of the NSW Public Service, the parties agree that a block of two weeks recreation leave shall be taken each year unless insufficient paid leave is available.
- 12.5 Where in emergency circumstances, officers are granted leave for a period of less than 1 week, 95 per cent of the actual rostered hours shall be deducted from the annual leave entitlement for each working day absent, for officers working an average of 38 hours per week over a roster period, and 7 hours for officers working 35 hours per week average over a roster period. Officers shall be credited with 100 per cent of the rostered working hours for each day of leave taken under this subclause.

13. Leave Generally

- 13.1 Any form of leave, with the exception of annual leave taken in accordance with subclause 12.5 of clause 12, Annual Leave, taken for a full day on any day which would otherwise be a day upon which work was directed shall be counted as 1/5 of the appropriate weekly hours for the purpose of accruing hours towards the 152 hours or 140 hours of ordinary working time in any 28-day roster period prescribed within subclause 6.1 of clause 6, Overtime. Any short-fall in hours worked caused by the application of this subclause shall be made up at a mutually convenient time in either the current or the next roster period.
- 13.2 Days on which public holidays fall which would otherwise be a directed day of work shall be counted as 1/5 of the appropriate weekly hours prescribed within subclause 5.1 of clause 5, Hours of Work.

- 13.3 Where this award is silent, the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009 will apply.

14. Introduction of New Technology

The parties agree to co-operate fully in the implementation and/or trialling of new technology which may become available to facilitate the work of officers.

15. Productivity Measures

- 15.1 Nursing staff will review nursing documentation to ensure that the documentation meets current NSW Police Force needs and that documentation is maintained at a satisfactory level.
- 15.2 Nursing staff will review nursing protocols to ensure that they are in line with current nursing practice and appropriate to the needs of NSW Police Force.
- 15.3 Nursing staff will review purchasing procedures in conjunction with the Department Head to ensure a minimal degree of wastage.

16. Clothing Allowance

Officers shall no longer be required to wear a uniform. In lieu of a uniform allowance, officers shall receive a clothing allowance per week as set out in Item 3 of Table 2 - Allowances, of Part B, Monetary Rates.

17. Disputes/Grievance Settlement Procedure

- 17.1 The whole concept of a dispute settlement procedure is to resolve disputation at the level as close as possible to the source of disputation.
- 17.2 This procedure has been adopted to promote full and open consultation at each step of the process in an effort to promote and preserve harmonious industrial relations.
- 17.3 Throughout each stage parties involved should ensure that the relevant facts are clearly identified and documented. Parties should also be committed to following the procedure with as much timeliness as possible.
- 17.4 The resolution of or settlement of disputes and/or individual grievances of officers arising throughout the life of this award shall be dealt with in the manner prescribed hereunder:
- (a) Where a dispute/grievance arises at a particular work location discussions, including the remedy sought, shall be held as soon as possible, and in any event within two working days of such notification, between the officer concerned and the immediate supervising officer, or other appropriate officer in the case of a grievance.
 - (b) Failing resolution of the issue, further discussions shall take place as soon as possible, and in any event within two working days of such failure, between the individual employee(s) and at their request the local Association delegate or workplace representative and the supervising officer.
 - (c) If the dispute is not resolved at that stage the matter is to be referred to the Employee Relations Unit of the NSW Police Force, who will assume responsibility for liaising with Senior Executive Members of the NSW Police Force and the Association and advise of the final position of the Commissioner of Police, including reasons for not implementing the remedy sought.
 - (d) The matter will only be referred to the Industrial Relations Commission if:
 - (i) The final decision of the Commissioner of Police does not resolve the dispute/grievance;
or

- (ii) The final position of the Commissioner of Police is not given within five working days from the date of referral of the matter to the Employee Relations Unit, or other agreed time frame.

- 17.5 At no stage during a dispute that specifically relates to this Award may any stoppage of work occur or any form of ban or limitation be imposed.
- 17.6 In cases where a dispute is premised on an issue of safety, consultation between the New South Wales Nurses Association and the Employee Relations Unit should be expedited. The status quo shall remain until the matter is resolved.

18. Anti-Discrimination

- 18.1 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 and age.
- 18.2 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 term or operation, has a direct or indirect discriminatory effect.
- 18.3 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.
- 18.4 Nothing in this clause is to be taken to affect:
 - a. any conduct or act which is specifically exempted from anti-discrimination legislation;
 - b. offering or providing junior rates of pay to persons under 21 years of age;
 - c. any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;
 - d. a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 18.5 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.
 - a. Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - b. 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."

19. Other Conditions of Employment

Where this award is silent the provisions of the Crown Employees (NSW Police Administrative Officers and Temporary Employees Conditions of Employment) Award 2009, as amended or varied from time to time, will apply.

20. No Extra Claims

The Commission makes this Award on the basis that the parties have provided the following undertaking: Other than as provided for in the *Industrial Relations Act* 1996, there will be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission 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 prior to 30 June 2027 by a party to this Award unless otherwise agreed by the parties.

This clause does not prevent the Parties from continuing collaborative discussions during the life of the Award to deliver additional enhancements to remuneration and/or conditions of employment, and to achieve additional industry wide and systemic efficiencies and productivity improvements to the delivery of Government services to the public. Changes to conditions or salaries may be jointly progressed and, if agreed, an application to vary the Award may be made by consent prior to the nominal expiry of the Award.

21. Area, Incidence and Duration

- 21.1 This Award shall apply to Nurses employed by NSW Police Force.
- 21.2 This Award shall operate from 1 July 2024 and shall remain in force until 30 June 2027. Remuneration increases will occur from the beginning of the first full pay period to commence on or after 1 July 2024 as shown in Tables 1 and 2 below.
- 21.3 This Award rescinds and replaces the Crown Employees (NSW Police Force (Nurses')) Award 2022, published 2 December 2022 (Vol 393 I.G. 543), as varied.
- 21.4 This Award remains in force until varied or rescinded for the period for which it was made.

PART B

MONETARY RATES

Table 1 - Salaries

	Column A
	This rate applied from the beginning of the first full pay period that commenced on or after 1.7.2024
Registered Nurse	\$
1st Year	1382.80*
2nd Year	1457.80*
3rd Year	1533.10*
4th Year	1613.80*
5th Year	1693.90*
6th Year	1773.60*
7th Year	1864.80*
8th Year	1941.40*
Clinical Nurse Specialist	
1st Year and thereafter	2020.30*
Clinical Nurse Consultant	
1st Year and thereafter	2428.60*

Incremental Progression - The payment of an increment is subject to the satisfactory conduct of and the satisfactory performance of duties by the officer, as determined by the Commissioner of Police.

* See clause 3.

Table 2 - Allowances

Item No	Clause No	Description	This rate applied from the beginning of the first full pay period that commenced on or after 1.7.2024 \$	This rate applied from the beginning of the first full pay period that commenced on or after 1.7.2025 \$
1	2 Definitions	Team leader allowance per shift	33.07**	TBC**
2	5.7 Hours of Work	On-call allowance during a meal break	16.53***	TBC***
3	16 Clothing Allowance	Clothing allowance per week	7.80****	TBC****

** See clause 2 ("Team Leader").

*** See clause 5.

**** Increases to apply from 1 July 2025 and 1 July 2026 (only), in line with the percentage change in the 'All Groups CPI Weighted Average' for the eight Capital Cities March Quarter. The figure published by the Australian Bureau of Statistics for the March Quarter will be determinative of the 'All Groups CPI Weighted Average'.

C. MUIR, *Commissioner*

Printed by the authority of the Industrial Registrar.

HIGHER SCHOOL CERTIFICATE MARKING AND RELATED CASUAL EMPLOYEES RATES OF PAY AND CONDITIONS AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 270849 of 2025)

Before Senior Commissioner Constant

23 July 2025

AWARD

Clause No.	Subject Matter
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SECTION 1 - THE AWARD

1. Title

This award shall be known as the Higher School Certificate Marking and Related Casual Employees Rates of Pay and Conditions Award 2024.

2. Intention

- 2.1 This award provides for increases in rates of pay and those allowances that are not regulated by other instruments consistent with the NSW Government's Fair Pay and Bargaining Policy 2024-25.

3. Definitions

- 3.1 "the Act" means the *Government Sector Employment Act 2013*.
- 3.2 "Assistant Supervisor of Marking" means a person employed as such to assist the Supervisor of Marking.
- 3.3 "Chief Executive Officer" means the person holding or acting in the office of the Chief Executive Officer of the NSW Education Standards Authority pursuant to section 8 of the *Education Standards Authority Act 2013*. The Chief Executive Officer is the Agency Head pursuant to section 28 of the *Government Sector Employment Act 2013*. Reference to the Chief Executive Officer may from time to time refer to his/her delegate, meaning a person delegated by the Chief Executive Officer to perform functions associated with the office.
- 3.4 "Corporate marking" means the marking, pilot marking, briefing, standards setting and other activities associated with HSC examinations, whether written or other, carried out at centres designated by the Chief Executive Officer during the day and night.
- 3.5 "Discrepant" means a difference in the marks allocated to a student's examination response which has been double marked which exceeds the parameters set out in sub clause 4.2 of this award. For questions where a single mark is awarded by each examiner, two marks are discrepant if their difference is equal to or greater than a fixed proportion of the maximum mark value of the question.
- 3.6 "Executive Director" means the person holding or acting in the Senior Executive position appointed with responsibility for the Higher School Certificate programs pursuant to the *Government Sector Employment Act 2013*. Reference to the Executive Director may from time to time refer to his/her delegate, meaning a person delegated by the Executive Director to perform functions associated with the position.
- 3.7 "External Marker" means a person employed as such to undertake a program of marking of the HSC and paid by the number of questions, papers or parts of papers marked, with additional payment on an hourly basis for briefing and pilot marking.
- 3.8 "External Marking" means the marking, pilot marking, briefing, standards setting and other activities associated with HSC examinations, whether written or other, where the responses are collected by or

- delivered to the markers to mark in their own time, and at individual locations including domestic locations.
- 3.9 "Double Marking" means a process where two markers make independent judgements concerning the relative merit of a student's examination response and each allocates a mark in accordance with the approved marking scheme and with each marker being unaware of the mark allocated by the other marker.
- 3.10 "Employees" means Markers, External Markers, Senior Markers, Assistant Supervisors of Marking, Supervisors of Marking, LOTE Examiners and LOTE Casuals.
- 3.11 "HSC" means the Higher School Certificate examination.
- 3.12 "Itinerant marking" means the marking, pilot marking, briefing, standards setting and other activities associated with HSC examinations, whether written or other, which occurs at various successive locations and where the markers travel between these decentralised locations at which the responses are produced or held.
- 3.13 "Languages other than English (LOTE) Examiner" means a person employed as such released from their normal teaching duties while on full pay during the normal working day, to conduct speaking and listening skills examinations in languages other than English at schools, colleges or special examination centres designated by the Chief Executive Officer for students other than those being taught as part of the Examiner's normal teaching duties. LOTE Examiners do not assign marks.
- 3.14 "Languages other than English (LOTE) Casual" means a person employed as such (who is not normally employed in a teaching position for which paid relief is provided) to conduct speaking and listening skills examinations in languages other than English at schools, colleges or special examination centres designated by the Chief Executive Officer. LOTE Casuals do not assign marks.
- 3.15 "Marker" means a person employed as such for the purpose of Corporate marking, External marking or Itinerant marking.
- 3.16 "Marking Staff" means all persons employed in the classifications of Markers, Senior Markers, Assistant Supervisors of Marking and Supervisors of Marking.
- 3.17 "NESA" means the NSW Education Standards Authority a statutory body corporate established by section 4 of the *Education Standards Authority Act 2013*.
- 3.18 "Onscreen Marking" means the marking of examination responses provided to Marking Staff or External Markers via the internet or a computer network.
- 3.19 "Paid Relief" means the reimbursement made to a school, college or school system to cover the employment of a replacement teacher to replace the teacher involved in marking or the Languages other than English (LOTE) Examiner conducting languages other than English examinations (as per definition), with the intention that the reimbursement made is to enable a replacement teacher to perform the normal duties of the teacher involved in marking or the teacher conducting languages other than English examinations.
- 3.20 "Parties" means the Chief Executive Officer and the unions.
- 3.21 "Senior Marker" means a person employed as such to undertake marking as required and to supervise a team of markers under the direction of the Supervisor of Marking and the Assistant Supervisor of Marking.
- 3.22 "Supervisor of Marking" means a person employed as such to manage the marking operation in particular subjects, courses or parts of courses as determined by the Chief Executive Officer.
- 3.23 "Unions" means the Australian Education Union New South Wales Teachers Federation Branch, the NTEU New South Wales and the Independent Education Union of Australia, NSW/ACT Branch.

SECTION 2 - CONDITIONS OF MARKING AND RELATED MATTERS

4. HSC Marking Procedures

- 4.1 Double Marking shall be used for questions which require an extended response such as essays, creative writing and responses to literature and will be used in all subjects where double marking was applied in the 1998 HSC.
- 4.2 The identification of discrepant marks will be made in accordance with the following parameters:
- (a) For questions where a single mark is awarded by each examiner - where the difference between the two examiners' marks is equal to or greater than one-third of the range of marks allocated to the question.
 - (b) Where the mark awarded for the question comprises marks awarded to a number of part questions - where the difference between the total mark awarded for the question by each examiner is equal to or greater than one-quarter of the range of marks.
- 4.3 Where marks for a student's examination response are found to be discrepant pursuant to sub-clause 4.2, the student's examination response will undergo a third independent marking.
- 4.4 The parties to the award agree to consult in relation to the application of double marking and discrepant marking prior to each marking period.

5. Marking of Written Papers

- 5.1 Pen-and-paper marking is undertaken by marking staff travelling to a centre to mark between 4.00 p.m. and 9.00 p.m. Monday to Friday and either 8.30 am and 4.30 pm or 9.00 a.m. and 5.00 p.m. on Saturdays.
- 5.2 A proportion of marking of written papers may occur between 9 am and 5.30 pm Monday to Friday in the case only of:
- (a) briefing, pilot marking, standards setting and other related duties performed during the day prior to the commencement of evening marking at a centre or at the conclusion of the marking program for a course; and
 - (b) corporate marking performed in accordance with sub-clauses 5.3 to 5.5, referred to as day marking.
- 5.3 The particular subjects, courses or parts of courses to be marked by corporate marking between 9 am and 5.30 pm Monday to Friday:
- (a) in the Sydney metropolitan area will be rotated from year to year and will not include subjects, courses or parts of courses in which there is itinerant marking;
 - (b) in areas outside the Sydney metropolitan area may be rotated from year to year and will not include subjects, courses or parts of courses in which there is itinerant marking.
- 5.4 No more than 12 per cent of the total hours of written marking shall be marked by corporate marking between 9 am and 5.30 pm Monday to Friday.
- 5.5 Onscreen Marking of HSC papers and questions, on a Corporate or External Marking basis will be used for those subjects, courses or questions as determined by the Chief Executive Officer, at his or her discretion without limit each year.
- 5.6 Each year the parties agree to consult over the operation of corporate marking between 9 am and 5.30 pm Monday to Friday in the preceding marking period. Such consultation shall include, without being limited to, discussion of the following issues - the mix of metropolitan and non-metropolitan corporate

marking between 9 am and 5.30 pm Monday to Friday and the subjects in which corporate marking between 9 am and 5.30 pm Monday to Friday is utilised.

6. Privacy

The parties note the regulations to the *Education Act* 1990.

SECTION 3 - CONDITIONS OF EMPLOYMENT

7. Duties of Marking Staff

7.1 Marking Staff

Without limiting the generality of sub-clause 7.2, the duties of marking staff involve attendance at designated venues or external settings for External Markers according to a program determined by the Chief Executive Officer comprising pilot marking, marking, briefing, standards setting and other activities associated with examination scripts, projects and performances for Higher School Certificate assessment purposes. These activities can take place in a range of school, marking centre and external settings.

7.2 Duties as Directed

- (a) The Chief Executive Officer, or his/her delegate, nominee or representative, may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training, consistent with the classifications covered by this award and provided that such duties are not designed to promote deskilling.
- (b) Any directions issued by the Chief Executive Officer pursuant to paragraph (a) of this sub-clause shall be consistent with the Chief Executive Officer's responsibility to provide a safe and healthy working environment.

8. Hours of Work

8.1 The ordinary hours of work for Employees shall be:

- (a) Monday to Friday Corporate Marking HSC:
 - (i) 9 am to 5.30 pm;
 - (ii) 4 pm to 9 pm.
- (b) Saturday Corporate Marking HSC and the conducting of languages other than English speaking and listening skills examinations on Saturdays 8.30 am to 4.30 pm or 9 am to 5 pm.
- (c) Itinerant Marking - 9 am to 3.30 pm Monday to Friday, 9 am to 5 pm Saturday.
- (d) External Marking - outside the hours midnight to 6 am. At the request of Markers, Supervisors of Marking may request the Executive Director to vary the hours of work for particular subjects to outside the hours midnight to 5 am.

8.2 Provided that, with the exception of External Markers, all other Employees will be entitled to a meal break of either a half-hour, if agreed by a majority of markers at the initial briefing session by vote supervised by the Supervisor of Marking, or one-hour between the hours, as applicable, of:

- (a) 12.30 pm to 2 pm, Monday to Friday;
- (b) 6 pm to 7.30 pm, Monday to Friday;
- (c) 12.30 pm to 2 pm, Saturday.

- 8.3 With the exception of External Markers, employees will be entitled to a morning and afternoon tea break of ten minutes each on each work day which will count as time worked.
- 8.4 Hours of work for Languages other than English (LOTE) Examiners shall be pursuant to the minimum shift engagement of three hours between 9 am to 3.30 pm on weekdays.
- 8.5 With the exception of External Markers, and at the request of the markers of a particular subject, Supervisors of Marking may ask the Executive Director to vary the hours of work for that subject as follows:
- (a) Commencing work at 8.30 am and finishing at 4.30 pm on Saturdays.
 - (b) Commencing work at 4 pm and finishing at 9.15 pm and 8.45 pm respectively on Monday to Friday.
 - (c) If a half hour meal break is elected pursuant to clause 8.2, either commencing work a half hour later or finishing work a half hour earlier.
- 8.6 Subject to the progress of marking in particular subjects, courses or parts of courses, Supervisors of Marking may request the Executive Director to allow an unpaid lay night where no marking is undertaken in a particular subject, courses or parts of courses on that night.
- 8.7 Itinerant examiners shall have up to one hour of unpaid travelling time, with one hour for lunch for the remuneration as applicable according to whether they are released from full-time teaching or not as set out in paragraphs 15.2.2 and 15.2.3 respectively. All other marking shall be remunerated at the applicable rates as set out in paragraphs 15.2.1 and 15.2.4. Additional travelling time shall be paid at the weekday rate as set out in paragraph 15.2.3.
- 8.8 Employees engaged in Corporate Marking may, subject to the agreement of the majority of employees affected, reach agreement with the relevant Supervisor of Marking and the Executive Director to work beyond the scheduled finishing times described in sub-clause 8.1. In the event this involves Employees working beyond their regular shift of:
- (a) 9 am to 5.30 pm weekdays until 6.30 pm
 - (b) 9 am to 5 pm Saturday until 6.30 pm
 - (c) 8.30 am to 4.30 pm Saturday until 6.00 pm

then a further meal allowance is payable notwithstanding the provisions of sub-clause 15.5.

9. Provision of Facilities

- 9.1 Tea/Coffee
- 9.1.1 Adequate tea, coffee, milk, sugar and refrigerator facilities will be provided at each marking centre.
 - 9.1.2 Access of employees to tea and coffee facilities will, at all times, be subject to the directions of the Supervisors of Marking to ensure minimal interruption to the marking process.
 - 9.1.3 Employees will supply their own cups for tea and coffee during the employment.
- 9.2 Work Health and Safety
- 9.2.1 Marking centres will be clean and tidy prior to the commencement of marking each day in accordance with work health and safety legislation standards.

- 9.2.2 The parties to the award will monitor and address any work health and safety issues arising from the implementation of onscreen marking.

9.3 Proof of Identity

Employees will supply their own photograph, of a standard passport size, for attachment to an identification card. Unless marking in an External marking setting employees will carry identification cards at all times during the marking process. Employees will replace photographs in the event of the loss of a card.

9.4 Other Facilities

Marking centres will be provided with adequate toilets, first-aid facilities and eating areas.

10. Recruitment and Appointment of Marking Staff

10.1 Supervisors of Marking

Supervisor of Marking applications will be considered by a Selection Committee chaired by the Executive Director's nominee. The following factors will be used in selecting the most eligible applicant.

- 10.1.1 Previous marking experience as a Senior Marker, Coordinating Senior Marker or Assistant Supervisor of Marking.
- 10.1.2 Substantial and recent teaching experience at a senior level.
- 10.1.3 Demonstrated high level organisational, management and leadership skills, e.g. position on staff.
- 10.1.4 Demonstrated ability to manage a complex operation such as a marking centre.
- 10.1.5 Qualifications in the subject - university degree or recognised equivalent.
- 10.1.6 Membership of professional bodies associated with the subject, e.g. curriculum committees, professional associations, etc.

10.2 Criteria for Marker Selection

- 10.2.1 NESA will ensure that subject specific criteria used by the Supervisor of Marking (SOM) when making his/her selection/non-selection conforms with the general selection criteria and has been applied consistently across the subject/course.

The following general criteria will be used in selecting markers.

- 10.2.1.1 Total number of years teaching the subject/course - As a general guide, three years' experience teaching the subject/course at a senior level will be regarded as a minimum requirement for appointment as a marker.
- 10.2.1.2 Recent teaching of the subject/course - As a general guide, an applicant who has not taught the course/subject in the last 3 years is regarded as not having recent teaching experience.
- 10.2.1.3 Retired applicants - The requirement for adequate recency of teaching will mean that, in most cases, retired applicants will not be eligible for appointment.
- 10.2.1.4 Qualifications - Normally a degree with a major in the subject or a program of study deemed to be equivalent is required for appointment as a marker.

- 10.2.1.5 Current position within the school - School Principals are not eligible for appointment as a marker. Preference is given to teachers directly involved in the organisation and teaching of the subject.
- 10.2.1.6 Part-time and casual teachers - In most cases, applicants who are casual teachers will not have sufficient teaching experience. However, there may be instances where the applicant is a casual teacher but has had experience teaching blocks of senior classes which may amount to the minimum required years teaching experience for appointment.
- 10.2.1.7 Turnover of markers - Where there are sufficient suitable applicants a minimum of 10 per cent of markers appointed each year will not have marked previously. This is a policy aimed at increasing the pool of teachers with marking experience in each subject.
- In subjects where the number of applicants exceeds the number of available positions, a limit on the number of years for appointment to marking may be applied.
- 10.2.1.8 Topic expertise - Where necessary, an applicant may be appointed on the basis of the expertise they have in a particular area of the subject/course.
- 10.2.1.9 Previous satisfactory marking - Although previous marking experience should be considered in determining an applicant's qualifications for appointment, NESAs will not automatically reappoint a marker from the previous year. Markers deemed to have an unsatisfactory performance level may not be appointed in subsequent years.
- 10.2.1.10 Other relevant experience in promoting the subject - An applicant who has not had any recent experience teaching the course or the subject may be appointed if NESAs deem their experience relevant to the marking program.
- 10.2.1.11 Distance - Appointment of markers will be restricted to teachers who can ensure that they will be able to commence marking as scheduled each day. Any applicant who is outside reasonable distance from the marking centre must show ability to get there on time.
- Applicants who live a long distance from the marking centres but have indicated that they intend to take leave if appointed will be considered eligible in terms of this criterion.
- 10.2.1.12 Declaration and approval - The application must include a declaration by the Principal or Dean of Studies at TAFE or relevant supervisor that
- (i) the information provided by the applicant is, to the best of their knowledge, correct;
 - (ii) the application is approved.
- 10.2.1.13 Selection of markers is based on the information provided on the application. NESAs will not contact an applicant who has not provided information that is crucial in determining that person's eligibility. Applicants are responsible for providing complete and accurate information.
- 10.2.1.14 If a marker's application is submitted after the closing date, the applicant will only be appointed if there is a shortage of qualified applicants.

- 10.2.1.15 In selecting markers, consideration will be given to a balanced representation of markers from Government Schools, Catholic Schools, Independent Schools, Institutes of TAFE and universities.

10.2.2 Criteria Specific to Marker Selection -

- 10.2.2.1 Appointment to more than one marking session - In order to give as many suitably qualified applicants the opportunity to participate in marking, applicants will generally be appointed to only one course and to one session where there is both a practical and written component.
- 10.2.2.2 Appointed markers will need to be available for all marking sessions, including briefing and pilot marking, and will have agreed to this and all other conditions of employment when submitting their application. Applicants who do not agree to the conditions of employment will not to be appointed.

10.3 Criteria Specific to Selection of Marking Staff for Onscreen Marking

Markers applying for onscreen marking where the marking is not to occur in a Corporate Marking Centre must ensure that they can provide access to a fast and reliable internet service for the purposes of marking.

10.4 Provision of Information

- (a) The unions party to the award shall have access to information concerning the application of criteria for particular applicants.
- (b) The unions shall have access to information on the distribution of applicants appointed from various schools and different education systems.
- (c) An applicant who is not appointed shall be advised of the reason for non-appointment.

11. Termination of Services

An employee is entitled to 48 hours' notice of termination of services, or the equivalent of two days' ordinary pay in the relevant employment classification, except where termination of services is on account of misconduct of any kind or any unsatisfactory standard of work or voluntary withdrawal by the employee.

12. Qualifications

The minimum qualifications and experience for employment under this award shall be determined by the Chief Executive Officer.

13. Reporting of Performance

A system of appraisal of performance of Employees will be undertaken during the HSC marking. This will involve provision of an individual report at the conclusion of marking to Employees showing:

- (i) an overall grading of his/her performance;
- (ii) supporting information relating to accuracy and rate of marking;
- (iii) an indication of his/her attendance record throughout the marking;
- (iv) a written comment describing his/her performance throughout the marking; and for Senior Markers
- (v) an indication of his/her performance relating to leading a marking team, the production of marking kits and monitoring marking.

14. Family Leave Provisions

14.1 The Chief Executive Officer must not fail to re-engage an Employee because:

14.1.1 The Employee or Employee's spouse is pregnant; or

14.1.2 The Employee is or has been immediately absent on parental leave

The rights of an employer in relation to engagement and re-engagement of Employees are not affected, other than in accordance with this clause.

14.2 Personal Carers entitlement for Employees

14.2.1 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 evidentiary requirements set out below in sub-clause 14.3, and the notice requirements set out in sub-clause 14.4.

14.2.1.1 A family member for the purposes of above is:

a spouse or family member; or

a de facto spouse being a member of the opposite sex to the Employee who lives with the Employee as her husband or as his wife on a bona fide domestic basis although not legally married to that Employee; or

a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), a grandparent, grandchild or sibling of the Employee or of the spouse or de facto spouse of the Employee; or

a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or a relative of the Employee who is a member of the same household, where for the purposes of this 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

14.2.2 The Chief Executive Officer and the Employee shall agree on the period which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.

14.2.3 The Chief Executive Officer must not fail to re-engage an Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage an Employee are otherwise not affected.

14.3 The Employee, shall if required,

14.3.1 Establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

14.3.2 Establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such an emergency resulted in the person concerned requiring care by the Employee.

In normal circumstances, an Employee must not take carer's leave under this sub-clause where another person had taken leave to care for the same person.

14.4 The Employee must, as soon as reasonably practical and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (drawn from AIRC order (PR964989)).

14.5 Bereavement entitlements for Employees

14.5.1 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 employer).

14.5.2 The Chief Executive Officer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.

14.5.3 The Chief Executive Officer must not fail to re-engage the Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage an Employee are otherwise not affected.

14.5.4 The Employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (Drawn from AIRC order (PR964989)).

SECTION 4 - RATES OF PAY AND ALLOWANCES

15. Rates of Pay and Allowances

15.1 The monetary rates covered by this award are set out in tables 1-5 of Schedule 1 of this award:

Table 1 - Weekday, Weekday Supplementary, Weeknight/Saturday and Sunday Rates

Table 2 - External and Corporate Per Unit marking rates

Table 3 - Languages other than English (LOTE) Examiner Hourly Rates

Table 4 - Other Rates and Allowances

Table 5 - Hourly Rates floor to apply to Corporate Onscreen Marking

15.2 Rates of Pay

Subject to the provisions of paragraph 15.2.7:

15.2.1 Weeknight/Saturday rates are hourly rates paid to Employees from 3.30 pm on any weekday and for all time worked on a Saturday. These rates include a loading of 11.4% on the Weekday rates to compensate for all disabilities.

- 15.2.2 The Weekday Supplementary rates apply to Employees from 9 am on a weekday until 3.30 pm for Corporate Marking and Itinerant Marking where a teacher is released on pay from another employer.
- 15.2.3 The Weekday rates apply to Employees from 9 am on a weekday until 3.30 pm for Corporate Marking and Itinerant Marking where the Employee is not normally employed in a teaching position for which paid relief is provided during marking. This provision does not apply to those Employees to which paragraph 15.2.2 applies.
- 15.2.4 Sunday rates are hourly rates paid to employees for all times worked on Sundays and attract a loading of 50% above the Weekday rate.
- 15.2.5 Languages other than English (LOTE) examiners and casuals shall be paid at the rates specified at Table 1 for markers, except in the case of LOTE Examiners who work less than a full day on weekdays who are to be paid at the hourly rates specified at Table 3, calculated by dividing the Weekday Supplementary rates at paragraph 15.2.2 by $5\frac{1}{2}$ being the number of paid hours compensated by the Weekday Supplementary rates.
- 15.2.6 External Per Unit Marking Rates:
- (a) Where marking is conducted in an External marking mode the rates for such External marking are as set out in Table 2 provided that where the paper is less than three hours in length the rate is determined as a fraction of the three hour rate e.g. for a two hour paper the payment is two thirds of the three hour rate.
 - (b) Where the marking is undertaken on a question basis the payment will be calculated by dividing the relevant rate for such paper by the number of questions unless otherwise specified in sub-paragraph 15.2.6(c) or in Table 2.
 - (c) For Onscreen HSC marking, other than Mathematics courses, where the marking is undertaken on a question basis the Per Unit Rate of Pay method of payment will be calculated by multiplying the relevant rate for each paper by the percentage of the total mark value of the paper represented by the question concerned.
 - (d) Mathematics courses are paid on a per mark basis as set out in Table 2.
 - (e) Corporate Onscreen HSC markers' remuneration will be based on the greater of:
 - (i) the total number of papers or questions marked onscreen multiplied by the applicable Per Unit Rate of Pay; and,
 - (ii) the total hours of overall Onscreen Marking undertaken, multiplied by the applicable hourly rate of pay as specified in Table 5 of Schedule 1. For this purpose, the total hours of Onscreen Marking undertaken by individual markers will be the elapsed time of Onscreen Marking as recorded by NESA's onscreen marking software for each marker.
- 15.2.7 Marking staff engaged in External Onscreen Marking will receive an allowance for compensation for the use of private Information and Communications Technologies (ICT) facilities (including broadband) as set out in Table 4, item 6 of Schedule 1.
- 15.2.8 Senior Markers may choose to engage in External Onscreen Marking as Markers outside the fixed hours provided at clause 8 and will be remunerated according to the per unit rate of pay as per Table 2, Schedule 1.
- 15.2.9 Senior Markers engaged in corporate or external onscreen marking and working as Senior Markers according to fixed hours will be remunerated according to Table 1, Schedule 1.

15.3 As the Employees are engaged on a casual basis for a maximum of up to six weeks, the rates set out in sub-clause 15.2 incorporate loadings for casual engagement, sick leave and pro rata holiday pay. The pro rata holiday pay incorporated in the rates in the said clause was calculated as 1/12 of the hourly rate.

15.4 Minimum Payments

15.4.1 No employee engaged in corporate marking shall be paid for less than 3 hours from the time of starting work except for markers subject to the provisions of sub-paragraph 15.6.3(c) who will receive no less than for 4 hours from the time of starting work.

15.4.2 Languages other than English (LOTE) Examiners shall be paid a minimum of 3 hours for each weekday at the rates per hour as set out in Table 3 of Schedule 1.

15.4.3 Languages other than English (LOTE) Casuals shall be paid a minimum of 3 hours at the Weekday rate for Markers as set out in Table 1 of Schedule 1.

15.4.4 Corporate Markers engaged

- (a) from 9 am and who work beyond 3.30 pm shall be paid a minimum of 2 hours at the Weeknight/Saturday rate for those hours; and,
- (b) on a Saturday shall be paid a minimum of 3 hours from the time of starting work on Saturdays.

15.4.5 Itinerant Markers engaged:

- (a) from 9 am and who work beyond 3.30 pm shall be paid successive extensions of one half hour at the Weeknight/Saturday rate for those hours; and,
- (b) on a Saturday shall be paid a minimum of 3 hours calculated from the time of starting work on Saturdays.

15.4.6 This clause does not entitle any Employee to minimum payments who arrives late or who exceeds meal break times or leaves the marking centre early and works less than the minimum payment hours.

15.5 Meal Allowance

A meal allowance, as set out in Item 2 of Table 4, is payable to an employee on each day of corporate marking (including briefing and pilot marking sessions) where the Employee works for at least an hour before and an hour after the meal break. The requirement for an Employee to work before and after a meal break to be paid a meal allowance is waived for LOTE Examiners and LOTE Casuals.

15.6 Travel Allowances

15.6.1 Travelling allowances for all Employees engaged in corporate marking, except for markers engaged in corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong, will be limited to the rates set out in item 3 of table 4 irrespective of the distance travelled.

15.6.2 Marking Staff engaged in Itinerant Marking are entitled to the travel allowances shown in Item 4(a) of Table 4, except for their attendance at pilot marking and briefing sessions. The travel allowance for itinerant marking is based on the use of a private motor vehicle paid on the basis of cents per kilometre up to 8,000 km per annum at the rate set out in Item 4(a) of Table 4 and is payable to persons marking itinerantly in respect of each kilometre travelled in excess of the total distance between the person's usual place of residence and their usual place of work and in circumstances where a rental motor vehicle is not utilised. Marking Staff engaged in Itinerant Marking attending pilot marking and briefing sessions will be paid a Travel Allowance at the rate set out in Item 3 of Table 4.

Note: Itinerant Markers have up to one hour of unpaid travelling time. Additional travelling time is paid pursuant to sub-clause 8.7.

15.6.3 Marking Staff engaged in corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong shall be paid:

- (a) the Travel Allowance as set out in Item 3 of Table 4; and in addition (where applicable).
- (b) for travel in excess of 40 km per day from the person's daily place of residence during the marking period to the marking centre and return, up to a maximum of 160 km where the person provides evidence of the additional travel involved. The amount shall be an amount per kilometre as set out in Item 4(b) of Table 4; or
- (c) when the supplementary kilometre allowance at paragraph (b) above is not claimed on a daily basis and subject to the person's usual place of residence being outside the Sydney metropolitan area and more than 100 kilometres from the marking centre, the Travel Allowance as set out in item 5 of table 4, Schedule 1 once per engagement;

15.6.4 Marking Staff engaged in itinerant marking who normally reside outside the Sydney metropolitan area who attend briefing sessions inside the Sydney metropolitan area shall be paid the Travel Allowance at item 5 of table 4 Schedule 1 once per engagement subject to the person's usual place of residence being more than 100 kilometres from the briefing session venue.

15.7 Subsistence Allowances for Itinerant Marking

Marking Staff engaged in itinerant marking outside the metropolitan area of Sydney who are required to stay overnight at a place other than their usual place of residence during the marking period, shall be entitled to the payment of the daily allowance at item 1(a) of table 4 Schedule 1. The entitlement to this allowance will apply for periods of 24 hours and for any periods less than 24 hours will be compensated by the payment of the hourly allowance at item 1(b) of table 4 Schedule 1.

15.8 The allowances contained in sub-clauses 15.5, 15.6 (except for the allowances payable pursuant to sub-paragraph 15.6.3(c) and paragraph 15.6.4 and sub-clause 15.7 shall be adjusted in accordance with the rates as approved from time to time by the Premier's Department. (The allowances payable pursuant to 15.6.3(c) and 15.6.4 shall be adjusted in accordance with pay increases to this award).

16. Deduction of Unions' Membership Fees

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

17. Superannuation

- 17.1 All Employees shall be entitled to occupational superannuation at the appropriate Superannuation Guarantee Contribution (SGC) rate for all payments pursuant to sub-clause 15.2, Rates of Pay.

18. Salary Sacrifice to Superannuation

- 18.1 Notwithstanding the salaries prescribed by Schedule 1, Monetary Rates, an employee may elect, subject to the agreement of the employee's department or agency, to sacrifice a portion of the wage/salary payable under clause 15, Rates of Pay and Allowances, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- 18.2 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:

- (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
- (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the said clause 15 in the absence of any salary sacrifice to superannuation made under this award.

- 18.3 the Employee May Elect to Have the Portion of Payable Salary which is Sacrificed to Additional Employer Superannuation Contributions:

- (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
- (b) subject to the department or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.

- 18.4 Where an employee makes an election in terms of subclause 18.3 of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.

- 18.5 Where the employee is a member of a superannuation scheme established under:

- (a) the *Police Regulation (Superannuation) Act 1906*;
- (b) the *Superannuation Act 1916*;
- (c) the *State Authorities Superannuation Act 1987*;
- (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
- (e) the *First State Superannuation Act 1992*,

the employee's department or agency must ensure that the amount of any additional employer superannuation contributions specified in sub-clause 18.1 of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- 18.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in sub-clause 18.5 of this

clause, the department or agency will continue to base contributions to that fund on the salary payable under clause 15 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

SECTION 5 - AWARD COMPLIANCE AND RELATED MATTERS

19. Nomination of Unions' Representatives

- 19.1 In each marking section union members will be permitted, at the commencement of marking, the necessary time to meet for the purpose only of nominating a union representative. Such meeting may be announced using a public address system (if possible) provided that there is no undue disruption to other nearby markers.

20. Dispute Resolution Procedures

- 20.1 Subject to the provisions of the *Industrial Relations Act* 1996:
- 20.1.1 Should any dispute, question or difficulty arise concerning industrial matters occurring in a particular workplace, then the employee or the union's workplace representative will raise the matter with relevant Supervisor of Marking as soon as practicable.
- 20.1.2 The Supervisor of Marking will discuss the matter with the employee or the union's workplace representative with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 20.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the employee or the union may raise the matter with the Executive Director with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.
- 20.1.4 Where the procedures in the preceding paragraph do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the Chief Executive Officer and the Branch Secretary, Division Secretary and General Secretary of the respective unions. They or their nominees will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 20.1.5 Should the above procedures not lead to a resolution, then either party may apply to the Industrial Relations Commission of New South Wales.
- 20.2 Whilst the procedures outlined in sub-clause 20.1 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

21. No Extra Claims

- 21.1 The Industrial Relations Commission recognises that the parties have provided an undertaking that other than as provided for in the *Industrial Relations Act* 1996, there will be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission 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 prior to the nominal expiry of the Award unilaterally made by a party to this Award unless otherwise agreed by the parties.

This undertaking does not prevent the Parties from continuing collaborative discussions during the life of the Award to deliver additional enhancements to remuneration and/or conditions of employment, and to achieve additional industry wide and systemic efficiencies and productivity improvements to the

delivery of Government services to the public. Changes to conditions or salaries may be jointly progressed and, if agreed, an application to vary the Award may be made by consent prior to the nominal expiry of the Award.

22. Anti-Discrimination

- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 22.5 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.

23. Work Health and Safety

- 23.1 For the purposes of this clause, the following definitions shall apply:
- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, corporation and/or person) which has at its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family 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 employer which, might otherwise have been carried out by the other employer's own employees.
- 23.2 If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business):
- (a) consult with employees of the labour hire business and/or contract business regarding the workplace health and safety consultative arrangements;

- (b) provide employees of the labour hire business and/or contract business with the appropriate health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 23.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- 23.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

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.

24. Area Incidence and Duration

- 24.1 This award:
- 24.1.1 This award rescinds and replaces the Higher School Certificate Marking and Related Casual Employees Rates of Pay and Conditions Award 2021 republished 19 January 2024 (396 I.G. 490) and its variation published 15 December 2023 (396 I.G. 141).
 - 24.1.2 This award shall commence on 1 January 2024 with a nominal term until and including 31 December 2026.
- 24.2 Covers all casual employees employed by NESA pursuant to the Act engaged to mark the Higher School Certificate examinations at various locations determined by the Chief Executive Officer, NSW Education Standards Authority.

SCHEDULE 1

Table 1 - Weekday, Weekday Supplementary, Weeknight/Saturday and Sunday Rates

Classification	Weekday Rates				Weekday Supplementary Rates			
	Per Hour from				Per Day from			
	1/7/23 4.0%	1/7/24 3.5%	1/7/25 3%	1/7/26 3%	1/7/23 4.0%	1/7/24 3.5%	1/7/25 3%	1/7/26 3%
Marker	91.19	94.38	97.21	100.13	88.39	91.48	94.23	97.06
LOTE Examiner	-	-	-	-	88.39	91.48	94.23	97.06
LOTE Casual	91.19	94.38	97.21	100.13	-	-	-	-
Senior Marker	113.16	117.12	120.63	124.25	104.25	107.90	111.14	114.47
Assistant Supervisor of Marking	130.85	135.43	139.49	143.68	120.60	124.82	128.57	132.42
Supervisor of Marking	144.94	150.01	154.51	159.15	133.57	138.24	142.39	146.66
	Weeknights and Saturday Rates				Sunday Rates			
	Per Hour from				Per Hour from			
	1/7/23	1/7/24	1/7/25	1/7/26	1/7/23	1/7/24	1/7/25	1/7/26

	4.0%	3.5%	3%	3%	4.0%	3.5%	3%	3%
Marker	101.57	105.12	108.28	111.53	136.73	141.52	145.76	150.13
LOTE Examiner	101.57	105.12	108.28	111.53	136.73	141.52	145.76	150.13
LOTE Casual	101.57	105.12	108.28	111.53	136.73	141.52	145.76	150.13
Senior Marker	126.02	130.43	134.34	138.37	169.75	175.69	180.96	186.39
Assistant Supervisor of Marking	145.75	150.85	155.38	160.04	196.22	203.09	209.18	215.46
Supervisor of Marking	161.44	167.09	172.10	177.27	217.48	225.09	231.84	238.80

Table 2- External and Corporate Per Unit Marking Rates on and from

HSC	1/7/2023	1/7/2024	1/7/2025	1/7/2026
(a) Mathematics	Rates per mark	Rates per mark	Rates per mark	Rates per mark
Mathematics Standard 1	0.2411	0.2495	0.2570	0.2647
Mathematics Standard 2	0.2411	0.2495	0.2570	0.2647
	Rates per mark	Rates per mark	Rates per mark	Rates per mark
Mathematics/Mathematics Advanced	0.3443	0.3564	0.3670	0.3781
Mathematics Extension 1	0.3732	0.3863	0.3978	0.4098
Mathematics Extension 2	0.4075	0.4218	0.4344	0.4474
(b) Other subjects				
Payments will be on a per three hour paper basis 2 unit paper	32.73	33.88	34.89	35.94
Extension paper	40.88	42.31	43.58	44.89

Table 3 - Languages Other than English (LOTE) Examiners Hourly Rates on and from

A. Weekday Examining	1/7/2023 Rates per hour 4.0%	1/7/2024 Rates per hour 3.5%	1/7/2025 Rates per hour 3.0%	1/7/2026 Rates per hour 3.0%
1. Languages other than English (LOTE) Examiners	16.09	16.65	17.15	17.67

Table 4 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	1/7/23		1/7/24		1/7/25		1/7/26*	
			(a) Daily Rate \$	(b) Hourly Rate \$	(a) Daily Rate \$	(b) Hourly Rate \$	(a) Daily Rate \$	(b) Hourly Rate \$	(a) Daily Rate \$	(b) Hourly Rate \$
1	15.7	Travelling Allowance -								
		Sydney	350.70	14.61	358.90	14.95	<u>388.00</u>	<u>16.17</u>	<u>388.00</u>	<u>16.17</u>
		Newcastle	347.70	14.49	355.90	14.83	<u>360.00</u>	<u>15.00</u>	<u>360.00</u>	<u>15.00</u>
		Wagga Wagga	329.70	13.74	337.90	14.08	<u>342.00</u>	<u>14.25</u>	<u>342.00</u>	<u>14.25</u>
		Port Macquarie	342.70	14.28	350.90	14.62	<u>355.00</u>	<u>14.80</u>	<u>355.00</u>	<u>14.80</u>
		Maitland	339.70	14.15	347.90	14.50	<u>352.00</u>	<u>14.67</u>	<u>352.00</u>	<u>14.67</u>
		Wollongong	333.70	13.90	341.90	14.25	<u>347.00</u>	<u>14.46</u>	<u>347.00</u>	<u>14.46</u>
		Orange	354.70	14.78	362.90	15.12	<u>380.00</u>	<u>15.84</u>	<u>380.00</u>	<u>15.84</u>
		Broken Hill	313.70	13.07	321.90	13.41	<u>327.00</u>	<u>13.63</u>	<u>327.00</u>	<u>13.63</u>
		Dubbo	322.70	13.45	330.90	13.79	<u>335.00</u>	<u>13.96</u>	<u>335.00</u>	<u>13.96</u>
		Bathurst	296.15	12.34	303.70	12.65	<u>372.00</u>	<u>15.50</u>	<u>372.00</u>	<u>15.50</u>
		Other Country Centres	282.15	11.76	289.70	12.07	<u>293.50</u>	<u>12.23</u>	<u>293.50</u>	<u>12.23</u>
2	15.5	Meal Allowance	35.65		37.65		38.65		38.65	

		(based on the Overtime Meal rate which is the same for breakfast, lunch or dinner, set out under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.				
3	15.6.1	Travel Allowances (based on 40 km multiplied by the use of private motor vehicle casual rate pursuant to clause (15.8). Employees engaged in Corporate Marking in metropolitan areas of Sydney, Newcastle and Wollongong.	13.60 per day	14.00 per day	14.00 per day	14.00 per day
	15.6.3(a)	Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong	13.60 per day	14.00 per day	14.00 per day	14.00 per day
4	15.6.2	Motor Vehicle allowance - distances exceeding travel to and from usual place of residence and usual place of work: Itinerant markers	0.85	0.88	0.88	0.88
(a)		Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong in excess of 40 km up to maximum 160 km per day	0.34	0.35	0.35	0.35
(b)	15.6.3(b)					
5	15.6.3(c)	Travel Allowance fixed payment for: Markers engaged in Corporate marking outside the metropolitan areas of Sydney, Newcastle and Wollongong not	170.32	176.28	181.57	187.02

		claiming the allowance at 15.6.3(a) on a daily basis whose usual place of residence is outside the Sydney metropolitan area in excess of 100 km from the marking centre				
	15.6.4	Itinerant markers who reside outside Sydney metropolitan area attending briefing sessions inside the Sydney metropolitan area where the person's usual place of residence is in excess of 100 km from the briefing session venue.	269.08 once per engagement	278.50 once per engagement	286.85 once per engagement	295.46 once per engagement
6	15.2.7	External Onscreen Marking ICT Allowance	14.46 once per engagement	14.97 once per engagement	15.42 once per engagement	15.88 once per engagement

Note: In line with clause 15.8 allowances contained in items 1 through 4 are to be adjusted in accordance with rates as approved in the annual Premier's Department Circular

Table 5 - Hourly Rates Floor to Apply to Corporate Onscreen marking

Classification	Weekday Rates				Weekday Supplementary Rates			
	Per Hour from				Per Day from			
	1/7/23 4.0%	1/7/24 3.5%	1/7/25 3%	1/7/26 3%	1/7/23 4.0%	1/7/24 3.5%	1/7/25 3%	1/7/26 3%
Marker	90.32	93.48	96.29	99.17	87.53	90.59	93.31	96.11
	Weeknights and Saturday Rates				Sunday Rates			
	Per Hour from				Per Hour from			
	1/7/23 4.0%	1/7/24 3.5%	1/7/25 3%	1/7/26 3%	1/7/23 4.0%	1/7/24 3.5%	1/7/25 3%	1/7/26 3%
Marker	100.62	104.14	107.27	110.48	135.42	140.16	144.36	148.70

N. CONSTANT, *Senior Commissioner*

Printed by the authority of the Industrial Registrar.

(1934)

SERIAL C10025

NURSES' (LOCAL GOVERNMENT) RESIDENTIAL AGED CARE CONSOLIDATED (STATE) AWARD 2021

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Nurses and Midwives' Association, Industrial Organisation of Employees.

(Case No. 271359 of 2025)

Before Commissioner McDonald

21 July 2025

VARIATION

1. Delete the last sentence of subclause (iii) of clause 53, Area, Incidence and Duration, of the award published 11 February 2022 (391 I.G. 411) and reprinted on 23 May 2025 (397 I.G. 2017), and insert in lieu thereof the following:

The rates of pay and allowances in Part B, Monetary Rates, take effect from the first full pay period indicated in the tables.

2. Delete Table 1 - Salaries of PART B, MONETARY RATES, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Salaries

Classification	SWC 2024 FFPP 1/9/2024	Rate from FFPP 1 January 2025 (incorporating Aged Care Work Value Stage 3 Tranche 1 increase)	Rate from FFPP 1 March 2025 (incorporating Aged Care Work Value Stage 3 Tranche 1 increase)
Assistant in nursing/trainee enrolled nurse			
First year of experience	1,114.59	1168.12	1168.12
Second year of experience	1,132.02	1168.12	1168.12
Third year of experience	1,150.17	1168.12	1168.12
Thereafter	1,187.11	1221.69	1221.69
Enrolled nurse			
First year of experience	1,303.25	1,303.25	1395.59
Second year of experience	1,329.27	1,329.27	1405.65
Third year of experience	1,356.45	1,356.45	1416.49
Fourth year of experience	1,383.11	1,383.11	1425.29
Thereafter	1,409.59	1,409.59	1439.23
Registered nurse general, MR Psych., Infants, geriatric, midwifery			
First year of service	1,463.39	1,463.39	1515.45
Second year of service	1,535.85	1,535.85	1626.67
Third year of service	1,608.79	1,608.79	1667.31

Fourth year of service	1,687.10	1,687.10	1709.52
Fifth year of service	1,765.78	1,765.78	1883.96
Sixth year of service	1,844.76	1,844.76	1921.52
Seventh year of service	1,929.00	1,929.00	1963.20
Eighth year of service	2,008.89	2,008.89	2008.89
Nursing unit manager (personal to current occupants as at 1 March 1999)			
Level 1			
First year	2,225.52	2,225.52	2323.94
Second year	2,285.38	2,285.38	2351.88
Level 2	2,343.17	2,343.17	2379.27
Level 3	2,397.77	2,397.77	2401.95
Nurse undergoing pre-registration Assessment	1,262.43	1,262.43	1,262.43
Clinical nurse specialist	2,061.74	2,061.74	2132.04
Clinical nurse consultant	2,440.49	2,440.49	2538.91
Clinical nurse educator	2,103.93	2,103.93	2202.35
Nurse educator			
First year	2,225.42	2,225.42	2323.84
Second year	2,285.38	2,285.38	2351.88
Third year	2,339.02	2,339.02	2375.12
Fourth year	2,451.92	2,451.92	2456.10
Senior nurse educator			
First year	2,524.07	2,524.07	2528.25
Second year	2,587.38	2,587.38	2591.56
Third year	2,679.12	2,679.12	2683.30
Assistant director of nursing			
Less than 150 beds	2,311.80	2,311.80	2478.62
150-250 beds	2,488.19	2,488.19	2513.65
250 beds and over	2,556.79	2,556.79	2556.79
Deputy director of nursing			
Less than 20 beds	2,352.99	2,352.99	2,352.99
20 beds, less than 75 beds	2,423.87	2,423.87	2,423.87
75 beds, less than 100 beds	2,488.63	2,488.63	2,488.63
100 beds, less than 150 beds	2,534.90	2,534.90	2,534.90
150 beds, less than 200 beds	2,602.65	2,602.65	2,602.65
200 beds, less than 250 beds	2,679.12	2,679.12	2,679.12
250 beds, less than 350 beds	2,767.93	2,767.93	2,767.93
350 beds, less than 450 beds	2,855.59	2,855.59	2,855.59
450 beds, less than 750 beds	2,950.21	2,950.21	2,950.21
750 beds and over	3,052.41	3,052.41	3,052.41
Director of nursing			
Less than 25 beds	2,600.72	2,600.72	3020.24
25 beds, less than 50 beds	2,750.18	2,750.18	3063.68
50 beds, less than 75 beds	2,820.53	2,820.53	3063.68
75 beds, less than 100 beds	2,889.77	2,889.77	3063.68
100 beds, less than 150 beds	2,994.00	2,994.00	3063.68
150 beds, less than 200 beds	3,112.65	3,112.65	3112.65
200 beds, less than 250 beds	3,200.31	3,200.31	3200.31
250 beds, less than 350 beds	3,306.04	3,306.04	3306.04

350 beds, less than 450 beds	3,482.41	3,482.41	3482.41
450 beds, less than 750 beds	3,662.00	3,662.00	3662.00
750 beds and over	3,867.63	3,867.63	3867.63

3. This variation shall take effect from the first full pay period commencing on and from 1 January 2025.

J. McDONALD, *Commissioner*

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LOCAL GOVERNMENT (STATE) AWARD 2023

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(Case No. 248674 of 2025)

Before Commissioner Muir

10 July 2025

VARIATION

1. Delete Table in Clause 32E(XII) - Traineeship Wage Rates of Part B, Monetary Rates – Table 1, of the award published 7 July 2023 (Vol.394 I.G. 658) and reprinted 23 May 2025 (397 I.G. 1889) and insert in lieu thereof the following:

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	412.70	454.40	540.50
Plus 1 year out of school	454.40	540.50	629.00
Plus 2 years out of school	540.50	629.00	732.00
Plus 3 years out of school	629.00	732.00	838.00
Plus 4 years out of school	732.00	838.00	
Plus 5 or more years out of school	838.00		

2. Delete Clause 17(xiv) Meal Allowance in Table 2 Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

Clause 17(xiv) Meal Allowance	18.23	19.43	19.93
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3. Delete Clause 18A(i) Vehicle Allowance and Clause 18A(iii) Minimum quarterly payment in Table 2 Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

Clause 18A(i) Vehicle Allowances (cents / km)			
Int. combustion - 2.5 litres and over	0.95 p.km.	0.98 p.km.	0.98 p.km.
Int. combustion - Under 2.5 litres	0.81 p.km.	0.83 p.km.	0.83 p.km.
Hybrid vehicle	0.62 p.km.	0.64 p.km.	0.64 p.km.
Electric vehicle	0.43 p.km.	0.44 p.km.	0.44 p.km.
Clause 18A(iii) Minimum quarterly payment	2612.50	2695.00	2695.00

3. This variation shall apply from the first pay period on or after 1 July 2025.

C. MUIR, *Commissioner*

(1925)

SERIAL C10018

LOCAL GOVERNMENT, AGED, DISABILITY AND HOME CARE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 215126 of 2025)

Before Commissioner McDonald

13 June 2025

VARIATION

1. Delete Part B, Table 1 - Monetary Rates of the award published 19 February 2016 (379 I.G. 254) and reprinted on 16 February 2024 (396 I.G. 749), and insert in lieu thereof the following:

PART B

Table 1 - Monetary Rates

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

- (i) any equivalent over award payments, and/or
- (ii) award wage increases other than State Wage Case adjustments.

	Rate p/week from 1 September 2023	Rate p/week from 1 September 2024 (3.75% increase)	Rate per week from 1 January 2025 (incorporating Aged Care Work Value Stage 3 Tranche 1 increases)
	\$	\$	\$
Care Service Employees			
Grade 1	1089.01	1129.85	1168.23
Grade 2	1130.89	1173.30	1173.30
Grade 3	1144.22	1187.13	1221.71
Grade 4			
- Level 1	1183.03	1227.39	1299.21
- Level 2	1276.73	1324.61	1330.31
Grade 5	1361.76	1412.83	1459.95
From			
to	2012.18	2087.64	2134.76

Note 1: Employees classified and paid as Recreational Activities Officers as at 10 November, 1998 be reclassified in accordance with the new definitions of Care Service Employee. Employees reclassified at Grade 2 by virtue of the above exercise, shall be paid at Grade 3 from the effective date of this award, and continue to be so paid whilst employed in the provision of recreational activities by their current employer. These employees may be required to perform the duties of a Level 3 Care Services Employee where they have the skill and competence to do so.

Note 2: Salary Band-Grade 5 - Employers and employees may negotiate a rate within the salary band as shown. For the purposes of this award, the rate so negotiated shall be deemed to be the employee's award rate of pay. Salaries in excess of the salary band may also be negotiated between the parties.

	Rate p/week from 1 September 2023	Rate p/week from 1 September 2024 (3.75% increase)	Rate per week from 1 January 2025 (incorporating Aged Care Work Value Stage 3 Tranche 1 increases)
	\$	\$	\$
Maintenance Supervisors			
Maintenance Supervisor (Otherwise)	1168.18	1211.99	1245.81
Maintenance Supervisor (Otherwise)			
- in charge of staff	1193.44	1238.19	1272.01
Maintenance Supervisor (Tradesperson)	1266.58	1314.08	1348.28
Catering Officer			
Trainee Catering Officer			
1st year	1033.44	1072.19	1140.59
2nd year	1052.01	1091.46	1159.86
3rd year	1073.35	1113.60	1182.00
Assistant Catering Officer			
80-120 beds	1083.96	1124.61	1193.01
120-300 beds	1154.45	1197.74	1266.14
300-500 beds	1238.89	1285.35	1353.75
500-1000 beds	1271.77	1319.46	1387.86
Catering Officer			
80-120 beds	1205.32	1250.52	1318.92
120-200 beds	1238.89	1285.35	1353.75
200-300 beds	1271.77	1319.46	1387.86
300-500 beds	1335.22	1385.29	1453.69
500-1000 beds	1441.25	1495.30	1563.70
Diversional Therapist			
1st year of experience	1078.20	1118.63	1190.45
2nd year of experience	1131.84	1174.28	1246.10
3rd year of experience	1184.91	1229.34	1301.16
4th year of experience	1237.86	1284.28	1356.10
5th year of experience and thereafter	1288.62	1336.94	1408.76
Dieticians			
1st year of service	1173.83	1217.85	1217.85
2nd year of service	1225.40	1271.35	1271.35
3rd year of service	1286.66	1334.91	1334.91
4th year of service	1352.98	1403.72	1403.72
5th year of service	1414.37	1467.41	1467.41
6th year of service	1463.28	1518.15	1518.15
7th year of service	1500.31	1556.57	1556.57
Therapists and Social Workers (excluding Diversional Therapists)			
1st year of service	1143.37	1186.25	1186.25
2nd year of service	1173.83	1217.85	1217.85
3rd year of service	1225.40	1271.35	1271.35
4th year of service	1286.66	1334.91	1334.91
5th year of service	1352.98	1403.72	1403.72
6th year of service	1414.37	1467.41	1467.41
7th year of service	1463.28	1518.15	1518.15
8th year of service & thereafter	1500.31	1556.57	1556.57

Apprentices			
Apprentice Cook			
1st year	670.85	696.01	733.03
2nd year	922.45	957.04	1007.91
3rd year	1034.24	1073.02	1130.08
Apprentice Gardener			
1st year	559.06	580.02	610.86
2nd year	670.85	696.01	733.03
3rd year	894.53	928.07	977.37
4th year	1006.33	1044.07	1099.54
Homecare Employees			
Homecare Employee			
Grade 1	998.48	1035.92	1138.52
Grade 2	1047.51	1086.79	1125.93
Grade 3	1120.18	1162.19	1193.35

	Rate p/week from 1 September 2023	Rate p/week from 1 September 2024 (3.75% increase)	Rate per week from 1 January 2025 (incorporating Aged Care Work Value Stage 3 Tranche 1 increases)
	\$	\$	\$
Live-in Homecarers			
Grade 1 Daily Rate	259.69	269.43	289.95
Grade 2 Daily Rate	293.27	304.27	312.10
Grade 3 Daily Rate	339.99	352.74	358.97
Clerical & Administrative Employees			
Juniors			
At 16 years of age and under	543.14	563.51	593.15
At 17 years of age	615.47	638.55	668.19
At 18 years of age	705.68	732.14	761.78
At 19 years of age	795.31	825.13	854.77
At 20 years of age	876.89	909.77	939.41
Adults			
Grade 1	1071.50	1111.68	1142.46
Grade 2	1135.18	1177.75	1208.91
Grade 3	1190.09	1234.72	1266.64
Grade 4	1255.04	1302.10	1335.92
Grade 5	1311.69	1360.88	1395.08

Note 1: Any employee paid on a classification/grade carrying a higher wage rate as at 10 November, 1998 shall have the difference between the higher rate and the new agreed grade/rate preserved whilst remaining to undertake the duties associated with the classification held prior to the date referred to above.

Note 2: Clerks who are paid at a grade above that of Grade 5 as at 10 November, 1998 shall have the difference between that grade, inclusive of the 1998 State Wage Case Increase, and the new agreed grade preserved whilst employed in a clerical position with their current employer.

2. This variation shall take effect from the first full pay period commencing on and from 1 January 2025.

J. McDONALD, *Commissioner*

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(045)

SERIAL C10022

CROWN EMPLOYEES (HOUSEHOLD STAFF - DEPARTMENT OF EDUCATION) WAGES AND CONDITIONS AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 215230 of 2025)

Before Commissioner McDonald

3 July 2025

VARIATION

1. Delete Schedule A - Monetary Rates of the award published 16 December 2022 (393 I.G. 630) and reprinted 1 December 2023 (395 I.G. 1420), and insert in lieu thereof the following:

SCHEDULE A

MONETARY RATES

The following rates will take effect from the first pay period to commence on or after 1 July 2024.

Clause 9 - Wages	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$	Per week as from the first full pay period on or after 1.7.23 (4%) \$	Per week as from the first full pay period on or after 1.7.24 \$
Household Staff Grade 1			
Kitchen Hand or Useful Cleaner	874.90	909.90	948.00
Room Attendant	874.90	909.90	948.00
Dining Room Attendant	874.90	909.90	948.00
Laundry Attendant	874.90	909.90	948.00
Stores Steward	874.90	909.90	948.00
Household Staff Grade 2			
Butcher (casual)	884.70	920.10	958.60
Cook (unqualified)	884.70	920.10	958.60
Household Staff Grade 3			
Laundry Supervisor	911.40	947.90	987.60
Cook (qualified)	911.40	947.90	987.60
Dining Room Supervisor	911.40	947.90	987.60
Housekeeper/Cleaning Supervisor	911.40	947.90	987.60
Household Staff Grade 4			
First Cook (qualified)	958.70	997.00	1038.80
Household Staff Grade 5			
Catering Supervisor	1001.50	1041.60	1085.20

2. This variation shall take effect from the first full pay period commencing on and from 1 July 2024.

J. McDONALD, *Commissioner*

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CROWN EMPLOYEES (PUBLIC SECTOR - SALARIES 2024) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 246448 of 2025)

Before Commissioner Howell

7 July 2025

VARIATION

1. Delete paragraph 3(iv)(d) of subclause 3, Salaries, of the award published 6 December 2024 (397 I.G. 163) and insert in lieu thereof the following:
 - (d) Crown Employees (Psychologists) Award – an interim increase of 3% to be applied from the first full pay period to commence on or after 1 July 2024 and an additional interim increase of 4% to be applied from the first full pay period to commence on or after 1 July 2025 with increases effective from the first full pay period to commence on or after 1 July 2026 to be determined following resolution of negotiations between the parties for a new award. Nothing in this award is intended to limit the ability of either party from filing an award application to give effect to a further increase to salaries, salary-related allowances and conditions which would take effect before 1 July 2026, either by consent or in accordance with clause 8(i).
2. Delete table titled “Crown Employees (Psychologists) Award” of Part B, Monetary Rates and insert in lieu thereof the following:

Crown Employees (Psychologists) Award

Classification and Grades	1.7.23 Per annum 4% \$	1.7.24 Per annum 3% \$	1.7.25 Per annum 4% \$
Psychologist -			
1st year	74,302	76,531	79,592
2nd year	78,321	80,671	83,898
3rd year	82,336	84,806	88,198
4th year	87,356	89,977	93,576
5th year	92,379	95,150	98,956
6th year	97,400	100,322	104,335
7th year	102,420	105,493	109,713
8th year	106,438	109,631	114,016
9th year and thereafter	110,451	113,765	118,316
Senior Psychologist -			
1st year	116,478	119,972	124,771
2nd year	121,500	125,145	130,151
3rd year and thereafter	126,518	130,314	135,527
Specialist Psychologist -			
1st year	106,438	109,631	114,016
2nd year	112,457	115,831	120,464
3rd year	118,485	122,040	126,922
4th year	124,510	128,245	133,375
5th year and thereafter	130,530	134,446	139,824
Senior Specialist Psychologist -			
1st year	136,558	140,655	146,281
2nd year	140,574	144,791	150,583

3rd year and thereafter	144,594	148,932	154,889
Chief Psychologist - 1st year	151,586	156,134	162,379
Principal Psychologist - 1st year and thereafter	164,674	169,614	176,399
Environmental Allowance (Corrective Services and Juvenile Justice)	3,402	3,504	3,644

3. This variation is to take effect from the first full pay period on or after 1 July 2025.

A. HOWELL, *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. 210432 of 2025)

Before Commissioner Howell

4 July 2025

VARIATION

1. Delete the tables in paragraph A.1.1 of subclause A.1 of Schedule A - Rates of Remuneration, 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:

From the first full pay period commencing on or after 18 July 2025:

Class of Vehicle	Per hour (\$)	Running Rate (\$/km)	Per km excluding fuel component running Rate for the purposes of Schedule C (\$/km)	Per km fuel component of the running rate for the purposes of Schedule C (\$/km)
Rigid-carrying capacity up to and including 3 tonnes	Per Light Vehicle Schedule			
Rigid-carrying capacity over 3 and including 5 tonnes	\$57.76	\$0.30	0.1314	\$0.17
Rigid-carrying capacity over 5 and including 8 tonnes	\$66.05	\$0.34	0.1472	\$0.19
Rigid-carrying capacity over 8 and including 10 tonnes	\$76.26	\$0.45	0.1647	\$0.28
Rigid-carrying capacity over 10 and including 12 tonnes	\$76.30	\$0.49	0.2087	\$0.28
Rigid-carrying capacity over 12 and including 14 tonnes	\$77.02	\$0.48	0.1997	\$0.28
Rigid-carrying capacity over 14 tonnes or more	\$81.60	\$0.58	0.2231	\$0.36
Single Axle Prime Mover	\$82.91	\$0.55	0.1644	\$0.38
Bogie Axle Prime Mover	\$89.78	\$0.67	0.2097	\$0.46

From the first full pay period commencing on or after 1 December 2024:

Class of Vehicle	Per hour (\$)	Running Rate (\$/km)	Per km excluding fuel component running rate for the purposes of Schedule C (\$/km)	Per km fuel component of the running rate for the purposes Schedule C (\$/km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$57.30	\$0.30	\$0.13	\$0.17
Rigid-carrying capacity 5 and including 8 tonnes	\$65.32	\$0.34	\$0.14	\$0.19

Rigid-carrying capacity over 8 and including 10 tonnes	\$75.24	\$0.44	\$0.16	\$0.28
Rigid-carrying capacity over 10 and including 12 tonnes	\$75.27	\$0.49	\$0.20	\$0.28
Rigid-carrying capacity over 12 and including 14 tonnes	\$75.97	\$0.48	\$0.19	\$0.28
Rigid-carrying capacity over 14 tonnes or more	\$80.42	\$0.58	\$0.22	\$0.36
Single Axle Prime Mover	\$81.71	\$0.54	\$0.16	\$0.38
Bogie Axle Prime Mover	\$88.38	\$0.67	\$0.20	\$0.46

2. Delete the tables in paragraph A.2.1 of subclause A.2 of Schedule A and insert in lieu the following:

From the first full pay period commencing on or after 18 July 2025:

Class of Vehicle	Per hour (\$)	Running Rate (\$/km) (\$)	Per km excluding fuel component running Rate for the purposes of Schedule C (\$/km)	Per km fuel component of the running rate for the purposes of Schedule C (\$/km)
Rigid-carrying capacity up to and including 3 tonnes	Per Light Vehicle Schedule			
Rigid-carrying capacity over 3 and including 5 tonnes	\$53.24	\$0.38	\$0.21	\$0.17
Rigid-carrying capacity over 5 and including 8 tonnes	\$59.47	\$0.43	\$0.24	\$0.19
Rigid-carrying capacity over 8 and including 10 tonnes	\$65.29	\$0.53	\$0.25	\$0.28
Rigid-carrying capacity over 10 and including 12 tonnes	\$70.26	\$0.58	\$0.30	\$0.28
Rigid-carrying capacity over 12 and including 14 tonnes	\$70.08	\$0.57	\$0.28	\$0.28
Rigid-carrying capacity over 14 tonnes or more	\$71.46	\$0.67	\$0.31	\$0.36
Single Axle Prime Mover	\$67.53	\$0.61	\$0.25	\$0.36
Bogie Axle Prime Mover	\$73.11	\$0.74	\$0.30	\$0.44

From the first full pay period commencing on or after 1 December 2024:

Class of Vehicle	Per hour (\$)	Running Rate (\$/km) (\$)	Per km excluding fuel component running Rate for the purposes of Schedule C (\$/km)	Per km fuel component of the running rate for the purposes of Schedule C (\$/km)
Rigid-carrying capacity up to and including 3 tonnes	Per Light Vehicle Schedule			
Rigid-carrying capacity over 3 and including 5 tonnes	\$52.94	\$0.38	\$0.21	\$0.17
Rigid-carrying capacity over 5 and including 8 tonnes	\$58.97	\$0.43	\$0.23	\$0.19
Rigid-carrying capacity over 8 and including 10 tonnes	\$64.65	\$0.52	\$0.24	\$0.28
Rigid-carrying capacity over 10 and including 12 tonnes	\$69.44	\$0.57	\$0.29	\$0.28

Rigid-carrying capacity over 12 and including 14 tonnes	\$69.28	\$0.56	\$0.28	\$0.28
Rigid-carrying capacity over 14 tonnes or more	\$70.63	\$0.67	\$0.30	\$0.36
Single Axle Prime Mover	\$66.87	\$0.60	\$0.24	\$0.36
Bogie Axle Prime Mover	\$72.29	\$0.73	\$0.29	\$0.44

3. Delete subclause A.2A of Schedule A, and insert in lieu the following:

A.2A A Contract Carrier who in order to perform a contract of carriage is required by the Principal Contractor to supply and tow a trailer of the kind described in the Trailer Type column below must be paid the following amounts (rounded up to the nearest half hour, and nearest kilometre):

From the first full pay period commencing on or after 18 July 2025:

Trailer Type	Per Hour \$	Per kilometre (\$/km)
Semi Trailer	\$10.20	\$0.1891
B Double Lead Trailer	\$9.48	\$0.1891
Refrigerated	\$15.86	\$0.1891

4. Delete paragraph A.4.2 of Schedule A - Rates of Remuneration, and insert in lieu the following:

A.4.2 The lump sum allowance referred to in clause 22.2 is:

- (a) From the first full pay period commencing on or after 18 July 2025;
\$8,470.01 and
- (b) From the first full pay period commencing on or after 1 December 2024:
\$8,315.03.

5. Delete the table in paragraph A.4.3 of Schedule A, and insert in lieu the following:

From the first full pay period commencing on or after 18 July 2025:

Class of Vehicle	Per hour \$
Bogie Axle Prime Mover	\$0.51
Single Axle Prime Mover	\$0.51
Rigid-carrying capacity over 14 tonnes or more	\$0.51
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.51
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.51
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.51
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.51
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.51
Rigid-carrying capacity less than 3 tonnes	\$0.51

From the first full pay period commencing on or after 1 December 2024:

Class of Vehicle	Per hour \$
Bogie Axle Prime Mover	\$0.50
Single Axle Prime Mover	\$0.50
Rigid-carrying capacity over 14 tonnes or more	\$0.50
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.50
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.50

Rigid-carrying capacity over 8 and including 10 tonnes	\$0.50
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.50
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.50
Rigid-carrying capacity less than 3 tonnes	\$0.50

6. Delete the tables in subclause A.5 of Schedule A, and insert in lieu the following:

From the first full pay period commencing on or after 18 July 2025:

Class of Vehicle	Per hour \$
Bogie Axle Prime Mover	\$0.05
Single Axle Prime Mover	\$0.05
Rigid-carrying capacity over 14 tonnes or more	\$0.05
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.05
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.05
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.05
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.05
Rigid-carrying capacity over 2 and including 5 tonnes	\$0.05
Rigid-carrying capacity less than 3 tonnes	

From the first full pay period commencing on or after 1 December 2024:

Class of Vehicle	Per hour \$
Bogie Axle Prime Mover	\$0.05
Single Axle Prime Mover	\$0.05
Rigid-carrying capacity over 14 tonnes or more	\$0.05
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.05
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.05
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.05
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.05
Rigid-carrying capacity over 2 and including 5 tonnes	\$0.05
Rigid-carrying capacity less than 3 tonnes	

7. Delete the tables in subclause A.6 of Schedule A, and insert in lieu the following:

From the first full pay period commencing on or after 18 July 2025:

Class of Vehicle	Per hour \$
Bogie Axle Prime Mover	\$0.35
Single Axle Prime Mover	\$0.35
Rigid-carrying capacity over 14 tonnes or more	\$0.35
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.35
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.35
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.35
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.35
Rigid-carrying capacity over 2 and including 5 tonnes	\$0.35
Rigid-carrying capacity less than 3 tonnes	\$0.35

From the first full pay period commencing on or after 1 December 2024:

Class of Vehicle	Per-hour \$
Bogie Axle Prime Mover	\$0.34
Single Axle Prime Mover	\$0.34
Rigid-carrying capacity over 14 tonnes or more	\$0.34
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.34
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.34
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.34
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.34
Rigid-carrying capacity over 2 and including 5 tonnes	\$0.34
Rigid-carrying capacity less than 3 tonnes	

8. Delete subclause A.7 of Schedule A, and insert in lieu the following:

A.7 Additional amounts**A.7.1 Ropes and Gear Allowance**

A Contract Carrier who, in order to perform a contract of carriage, is required to supply tarpaulins, ropes, gates, chains and dogs for use in a Contract of Carriage must be paid the following allowance per day or part day during which the equipment is used for the purpose of the Contract of Carriage:

- (a) From the first full pay period on or after 18 July 2025: \$5.31
- (b) From the first full pay period on or after 1 December 2024: \$5.31

A.7.2 Twistlock Allowance

A Contract Carrier who, in order to perform a Contract of Carriage, is required to fit his trailer with twistlocks for the carriage of I.S.O containers must be paid the following allowance per day or part day during which the equipment is used for the purpose of the Contract of Carriage:

- (a) From the first full pay period on or after 18 July 2025: \$3.98
- (b) From the first full pay period commencing on or after 1 December 2024: \$3.91

9. Delete the tables in paragraph A.7.3 of Schedule A, and insert in lieu the following:

From the first full pay period commencing on or after 18 July 2025:

Equipment Type	Per day \$
Rear-Lift Platform up to and including 3,000 lbs capacity	\$6.36
Rear-Lift Platform up to and including 6,000 lbs capacity	\$8.73
Side loading device	\$28.07

From the first full pay period commencing on or after 1 December 2024:

Equipment type	Per day \$
Rear-Lift Platform up to and including 3,000 lbs capacity	\$6.25
Rear-Lift Platform up to and including 6,000 lbs capacity	\$8.57
Side loading device	\$27.56

10. Delete the tables in subclause B.1 of Schedule B - Waterfront and Container Depots, and insert in lieu the following:

From the first full pay period commencing on or after 18 July 2025:

Class of Vehicle	Rate
Rigid Vehicle	
Rigid-carrying capacity over 8 and including 10 tonnes	\$72.72
Rigid-carrying capacity over 10 and including 12 tonnes	\$78.40
Rigid-carrying capacity over 12 and including 14 tonnes	\$78.01
Rigid-carrying capacity over 14 tonnes or more	\$80.89
Single Axle Prime Mover	\$76.08
Bogie Axle Prime Mover	\$83.49

From the first full pay period commencing on or after 1 December 2024:

Class of Vehicle	Rate
Rigid Vehicle	
Not less than 8 and not greater than 10 tonnes	\$71.99
Not less than 10 and not greater than 12 tonnes	\$77.47
Not less than 12 and not greater than 14 tonnes	\$77.10
Not less than 14 tonnes	\$79.95
Single Axle Prime Mover	\$75.34
Bogie Axle Prime Mover	\$82.56

11. Delete the tables in subclause B.2 of Schedule B, and insert in lieu the following:

From the first full pay period commencing on or after 18 July 2025:

	Rate A - Subsidy	Rate B - No Subsidy
40 ft Skel trailer	\$60.70 per day	\$61.95 per day
40 ft General Purpose trailer	\$60.70 per day	\$65.24 per day
Dog or Pig trailer	\$45.46 per day	\$48.82 per day
Pup trailer	\$30.37 per day	\$32.64 per day
20 ft Skel trailer	\$54.65 per day	\$58.73 per day

From the first full pay period commencing on or after 1 December 2024:

	Rate A - Subsidy	Rate B - No Subsidy
40 ft Skel trailer	\$58.65 per day	\$59.85 per day
40 ft General Purpose trailer	\$58.65 per day	\$63.03 per day
Dog or Pig trailer	\$43.92 per day	\$47.17 per day
Pup trailer	\$29.34 per day	\$31.53 per day
20 ft Skel trailer	\$52.80 per day	\$56.74 per day

12. Delete the tables in subclause B.3, Towing Rates of Schedule B, and insert in lieu the following:

From the first full pay period commencing on or after 18 July 2025:

40 ft trailer	\$3.57 per hour	\$3.58 per hour
Dog/Pig trailer	\$6.92 per hour	\$6.95 per hour
Pup trailer	\$5.13 per hour	\$5.15 per hour

From the first full pay period commencing on or after 1 December 2024:

40 ft trailer	\$3.54 per hour	\$3.46 per hour
Dog/Pig trailer	\$6.89 per hour	\$6.72 per hour
Pup trailer	\$5.10 per hour	\$4.98 per hour

13. This variation will take effect on and from the first full pay period commencing 18 July 2025.

A. HOWELL, *Commissioner*

Printed by the authority of the Industrial Registrar.

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

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

EA25/03 - Port Stephens Council Enterprise Agreement 2025

Made Between: Port Stephens Council -&- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; The Local Government Engineers' Association of New South Wales; The Development and Environmental Professionals' Association.

New/Variation: New

Approval and Commencement Date: Approved 21 July 2025 and commenced 1 July 2025

Description of Employees: The agreement applies to all Employees employed by the Port Stephens Council and employees of committees of Council established under the Local Government Act 1993, with the exception of the General Manager, located at 116 Adelaide Street, Raymond Terrace NSW 2324, who fall within the coverage of the Local Government (State) Award 2023.

Nominal Term: 36 Months

EA25/04 - Sydney Opera House Enterprise Agreement 2024 - 2027

Made Between: Sydney Opera House Trust -&- Media, Entertainment and Arts Alliance New South Wales.

New/Variation: Replaces EA24/01

Approval and Commencement Date: Approved and commenced 11 July 2025

Description of Employees: The agreement applies to all employees employed by the Sydney Opera House Trust located at Bennelong Point, Sydney NSW 2000, except Public Service Senior Executives and employees covered by the Crown Employees (Sydney Opera House) Award 2024.

Nominal Term: 24 Months

EA25/05 - City of Newcastle Early Childhood Education and Care Worker Retention Payment Agreement

Made Between: City of Newcastle -&- The New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union.

New/Variation: New

Approval and Commencement Date: Approved 18 June 2025 and commenced 2 December 2024

Description of Employees: The agreement applies to Early Childhood Education and Care Workers who work in a City of Newcastle workplace that is a Child Care Subsidy approved Centre-Based Day Care or Outside School Hours Care, who are determined by the Commonwealth Department of Education to be eligible for the Early Childhood Education and Care Worker Retention Payment Grant.

Nominal Term: 24 Months

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

(Published pursuant to s.331(2) of the *Industrial Relations Act 1996*)

CA25/01 - AirRoad and TWU Contract Agreement 2025

Made Between: AirRoad Pty Ltd-&- Transport Workers' Union of New South Wales.

New/Variation: New

Approval and Commencement Date: Approved 5 June 2025 and commenced 5 June 2025

Description of Employees: The agreement applies to all contract carriers engaged by AirRoad located at 31 Nyrang Road, Lidcombe NSW 2141, who fall within the coverage of the Transport Industry - General Carriers Contract Determination 2017.

Nominal Term: 24 Months.

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