

Vol. 399, Part 3

13 May 2026

Pages 538 – 702



NEW SOUTH WALES
INDUSTRIAL GAZETTE

Printed by the authority of the
Industrial Registrar
47 Bridge Street, Sydney, N.S.W.

ISSN 0028-677X

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NEW SOUTH WALES

INDUSTRIAL GAZETTE

Printed by the authority of the Industrial Registrar

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* These Presidential members are also Judicial members of the Industrial Court of New South Wales, established as a superior court of record pursuant to section 152 of the *Industrial Act* 1996.

† These members are dual appointees of Fair Work Australia.

‡ These dual appointees work full-time from Fair Work Australia premises at 80 William Street, Sydney.

(193)

SERIAL C10144

CROWN EMPLOYEES (RESEARCH SCIENTISTS) AWARD 2007

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

(Case No. 179088 of 2021)

AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at the latest date of effect therein mentioned.

M. WELCH, *Industrial Registrar***Schedule of Variations Incorporated**

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C10130	09 April 2026	24 March 2026	399, Part 2	501

Arrangement**PART A**

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Classification as a Research Scientist
4.	Salaries
5.	Increments and Progression
6.	Calculation of Service
7.	Anti-Discrimination
8.	Grievance and Dispute Settling Procedures
9.	Relationship to Other Awards
10.	No Extra Claims
11.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table. 1 - Salaries

1. Title

This Award shall be known as the Crown Employees (Research Scientists) Award 2007.

2. Definitions

"Agency" means a Public Service Agency as listed in Schedule 1 of the *Government Sector Employment Act 2013*.

"Agency head" means a person who is the Secretary of a Department or the head of another Public Service agency listed in Schedule 1 of the *Government Sector Employment Act 2013*.

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

"Committee" means the Research Scientist Classification Committee convened by the NSW Chief Scientist and Engineer.

"Industrial Relations Secretary" means the person, within the meaning of the *Government Sector Employment Act 2013*, who is for the purposes of any proceedings relating to Public Service employees held before a competent tribunal having jurisdiction to deal with industrial matters, taken to be the employer of Public Service employees.

"Employee" means all persons employed in an ongoing, term or temporary basis subject to Part 4 of the *Government Sector Employment Act 2013*.

"Guidelines" means the 'Research Scientist Classification Policy and Guidelines' issued from time to time by the NSW Chief Scientist and Engineer.

"NSW Chief Scientist and Engineer" is as defined in the *Government Sector Employment Act 2013*.

"Service" means continuous service worked within the classification as set out in this Award.

3. Classification as a Research Scientist

- (a) The NSW Chief Scientist and Engineer on recommendation of the Committee, approves the classification of public sector employees as Research Scientists under this Award.
- (b) The Committee makes recommendations regarding the entry to, continuation in, progression and regression in, and cessation from the levels within the Research Scientists classification, namely Research Scientist, Senior Research Scientist, Principal Research Scientist or Senior Principal Research Scientist.
- (c) The Committee makes these recommendations in accordance with the criteria contained in the Guidelines.

4. Salaries

- (a) This award is listed in Schedule A of the Crown Employees (Public Sector - Salaries 2021) Award and salaries payable to employees will be in accordance with that award or any award replacing it. The salary rates for the levels of Research Scientist, Senior Research Scientist, Principal Research Scientist and Senior Principal Research Scientist set out in Table 1 of Part B, Monetary Rates, of this Award are subject to the rates as set by the Crown Employees (Public Sector - Salaries 2021) Award or any award replacing it.
- (b) An employee temporarily employed under the provisions of Part 4 of the *Government Sector Employment Act 2013* is paid the weekly equivalent of the annual salary prescribed in Table 1 - Salaries.
- (c) The salaries of employees covered by this Award are adjusted to the appropriate rate prescribed by this Award on the basis of years of service. Employees are deemed to have the years of service indicated by the salary received under the scale in force immediately prior to the operative date of this Award.

5. Increments and Progression

- (a) In accordance with clause 14, Increments of Part 2, Government Sector Employment Regulation 2014, the payment of an increment is subject to the satisfactory conduct of, and the satisfactory performance of duties by, the employee as determined by the appropriate agency head.

- (b) Progression beyond efficiency barriers, and to the levels of Senior Research Scientist, Principal Research Scientist and to Senior Principal Research Scientist is approved by the NSW Chief Scientist and Engineer on recommendation by the Committee in accordance with the Guidelines.

6. Calculation of Service

In calculating years of service for the purpose of this Award, the following periods are not taken into account:

- (a) Any period where an increment is refused in accordance with clause 14, Increments, of Part 2, Government Sector Employment Regulation 2014.
- (b) Any leave of absence without pay exceeding five days in any incremental year;
- (c) Any period necessary to give full effect to a reduction in salary imposed under sections 68 and 69 of Part 5, of the *Government Sector Employment Act 2013*.

7. Anti-Discrimination

- (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.
- (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.
- (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.
- (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.
- (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 the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

8. Grievance and Dispute Settling Procedures

- (a) All grievances and disputes relating to the provisions of this Award will initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate agency, if required.
- (b) An employee is required to notify in writing their immediate manager as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- (c) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager, the notification will occur to the next appropriate level of management, including, where required, to the agency head or Delegate.
- (d) The immediate manager, or other appropriate officer, will convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- (e) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager will respond within two working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the agency head.
- (f) The agency head may refer the matter to the Industrial Relations Secretary, for consideration.
- (g) If the matter remains unresolved, the agency head will provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (h) An employee, at any stage, may request to be represented by the Association.
- (i) The employee or the Association on their behalf, or the agency head may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- (j) The employee, Association, agency and Industrial Relations Secretary will agree to be bound by any order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- (k) While the procedures outlined in subclauses (a) to (k) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty will continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

9. Relationship to Other Awards

Employees are entitled to the conditions of employment provided by this Award, the *Government Sector Employment Act 2013*, and the *Government Sector Employment Regulation 2014*. The provisions of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and *Crown Employees (Public Sector - Salaries2021) Award* or any replacement award, also apply to employees covered by this Award, except where specifically varied by this Award or some other award.

10. No Extra Claims

The no extra claims clause (clause 8) contained in the *Crown Employees (Public Sector - Salaries2021) Award* will apply to employees covered by this award.

11. Area, Incidence and Duration

- (a) This Award applies to employees defined in clause 2, Definitions.
- (b) This award is made following a variation under section 17 of the *Industrial Relations Act 1996* and rescinds and replaces the *Crown Employees (Research Scientists) Award 2007* published 3 December 2021 (391 I.G. 258), as varied.

Part. B**MONETARY. RATES****Table 1 - Salaries**

Salaries for classifications covered by this Award are adjusted by the *Crown Employees (Public Sector - Salaries 2024) Award* (or its replacement) and are found in the salary tables attached to that award

Classification Levels	Rates of pay as at the first full pay period on or after 1.7.23 Per annum 4% \$	Rates of pay as at the first full pay period on or after 1.7.24 Per annum 4% \$	Rates of pay as at the first full pay period on or after 1.7.25 Per annum 3% \$	Rates of pay as at the first full pay period on or after 1.7.26 Per annum 3% \$
Research Scientist -				
1st year of service	103,863	108,018	111,259	114,597
2nd year of service	109,194	113,562	116,969	120,478
3rd year of service	114,937	119,534	123,120	126,814
4th year of service	119,699	124,487	128,222	132,069
Efficiency Barrier				
5th year of service	125,521	130,542	134,458	138,492
6th year of service	130,616	135,841	139,916	144,113
7th year of service	135,775	141,206	145,442	149,805
Senior Research Scientist -				
1st year of service	138,427	143,964	148,283	152,731
2nd year of service	142,579	148,282	152,730	157,312
3rd year of service	146,966	152,845	157,430	162,153
Efficiency Barrier				
4th year of service	151,509	157,569	162,296	167,165
5th year of service	156,464	162,723	167,605	172,633
Principal Research Scientist -				
1st year of service	161,663	168,130	173,174	178,369
2nd year of service	165,361	171,975	177,134	182,448
3rd year of service	169,560	176,342	181,632	187,081
Senior Principal Research Scientist -				
1st year of service	181,784	189,055	194,727	200,569
2nd year of service	195,007	202,807	208,891	215,158
Efficiency Barrier				
3rd year of service	211,623	220,088	226,691	233,492

ENTERTAINMENT AND BROADCASTING INDUSTRY - LIVE THEATRE AND CONCERT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

(Case No. 288864 of 2025)

AWARD REPRINT

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I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at the latest date of effect therein mentioned.

M. WELCH, *Industrial Registrar*

Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C10072	27 November 2025	1 September 2025	398	1042
C10034	1 October 2025	1 September 2024	398	292

PART 1 - APPLICATION AND OPERATION OF AWARD

1. Award Title

This award will be referred to as Entertainment and Broadcasting Industry - Live Theatre and Concert (State) Award.

2. Arrangement

This award is arranged as follows:

Part. 1 - Application and Operation of Award

Clause No. Subject Matter

1. Award Title
2. Arrangement
3. Definitions
4. Application of Award
5. Who is Bound by this Award
6. Relationship with other Awards

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8. Index of Facilitative Provisions

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- 33. Travelling
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 - 33.9 Meals
 - 33.10 Incidentals

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- Table 2 - Other Rates and Allowances
- Table 3 - Reimbursement of Expenses

3. Definitions

- 3.1 "Authorised officer of the MEAA" means - the Secretary, a Branch Secretary and any association representative nominated in writing by the Secretary or Executive Officer.
- 3.2 "Commission" means - the Industrial Relations Commission of New South Wales.
- 3.3 "Double time" means - in the case of a weekly employee twice the ordinary hourly rate which is obtained by dividing the applicable rate per week by 38 hours, and in the case of an employee engaged by the hour twice the hourly casual rate.
- 3.4 "Full pay" in clause 25 - Annual leave means - the average rate the employee received for the four weeks preceding the taking of annual leave or the average rate received for the twelve months preceding such leave, whichever will be the higher. Provided that such average will be computed by taking into consideration any extra rates prescribed for night work, etc., and penalty rates for Sunday work where such work is part of the employee's normal working week of five days but excluding any amounts received by way of overtime or holiday penalty rates.
- 3.5 "MEAA" and/or "Union" means - the Media, Entertainment and Arts Alliance.
- 3.6 "Short performance" means - a performance which has a duration of 60 minutes or less.
- 3.7 "Time and a half" means - in the case of a weekly employee one and a half times the ordinary hourly rate which is obtained by dividing the applicable rate per week by 38 hours, and in the case of an employee engaged by the hour one and a half times the hourly casual rate.
- 3.8 Theatrical employee - level 1
 - 3.8.1 A Theatrical employee level 1 is a trainee employee who is undertaking:
 - (a) 6 weeks induction training in the case of a full-time or part-time employee; or
 - (b) 228 hours induction training in the case of a casual employee.
 - 3.8.2 The induction training may include information on the enterprise or production, conditions of employment, introduction of supervisors and fellow workers, training and career path opportunities, venue/workshop/plant layout, work and documentation procedures, basic theatre

terminology and etiquette, occupational health and safety, equal employment opportunity and quality control/assurance.

3.8.3 An employee at this level performs routine duties to the level of the employees training:

- (a) works under direct supervision either individually or in a team environment;
- (b) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;
- (c) understands and utilises basic literacy (English) and numeracy skills.

3.8.4 An employee at this level will undertake training in the following indicative tasks:

- (a) safely lift and handle scenery and props and/or equipment;
- (b) uses selected hand tools;
- (c) basic packing and storing techniques;
- (d) repetition work on automatic, semiautomatic or single purpose machines or equipment;
- (e) maintains simple records;
- (f) uses hand trolleys and pallet trucks;
- (g) apply and comprehend basic theatre terminology and etiquette;
- (h) performs general labouring and cleaning duties;
- (i) communicate and interact effectively with staff;
- (j) effective customer/client service.

3.9 Theatrical employee - level 2

3.9.1 A Theatrical employee level 2 is an employee who has completed the Level 1 induction training or possesses other equivalent experience so as to enable them to perform work within the scope of this level.

3.9.2 An employee at this level performs work above and beyond the skills of a Level 1 employee and to the level of the employee's training:

- (a) is responsible for the quality of the work allocated to the employee subject to routine supervision;
- (b) works under routine supervision either individually or in a team environment on a limited range of tasks;
- (c) exercises discretion within the employees' level of skills and training;
- (d) makes decisions in regard to routine matters.

3.9.3 Indicative of the tasks which an employee at this level may perform, are the following:

- (a) operates flexibly between work areas;
- (b) operates machinery and equipment within the employees' level of skill and training;

- (c) operates mobile equipment including fork-lifts, overhead cranes, tallscopes and winch operation;
- (d) ability to measure accurately;
- (e) safely lift and handle scenery and props and/or equipment;
- (f) receive, dispatch, distribute, sort, check, pack, document and record goods, materials and components;
- (g) basic keyboard skills;
- (h) telephonist, receptionist, cashier and information services duties;
- (i) laundry and/or dry-cleaning duties;
- (j) intermediate sewing skills and fabric knowledge, whether machine or non- machine, and knowledge of dying fabrics;
- (k) cleaning duties using specialised equipment and chemicals;
- (l) ushering, ticket taking, program/concession selling and food and beverage sales;
- (m) applies theatre terminology and etiquette;
- (n) painting and art finishing;
- (o) dressing;
- (p) costume decoration.

3.10 Theatrical employee - level 3

3.10.1 A Theatrical employee level 3 is an employee who applies knowledge and skills so as to enable that employee to perform work within the scope of this level and may possess a sub-trade certificate.

3.10.2 An employee at this level performs work above and beyond the skills of an employee at level 2 and to the level of the employees' training:

- (a) solves straightforward problems using readily available information;
- (b) works to complex instructions and procedures;
- (c) as a team member organises allocated materials and equipment in an efficient and effective manner or works individually under general supervision;
- (d) is responsible for the work undertaken;
- (e) assists in the provision of on-the-job training to a limited degree.

3.10.3 Indicative of the tasks which an employee at this level may perform, are as follows:

- (a) uses precision measuring instruments;
- (b) machine setting, loading and operation;

- (c) rigging (certificated);
- (d) pyrotechnics (certificated and licensed);
- (e) welding which requires the exercise of knowledge and skills above level 2;
- (f) inventory and store control including:
 - (i) licensed operation of all appropriate materials/handling equipment;
 - (ii) use of tools and equipment within the scope (basic non-trades) maintenance;
 - (iii) computer operation at a higher level than that of an employee at level 2;
- (g) intermediate keyboard skills;
- (h) performs basic quality checks on the work of others;
- (i) licensed and certificated for fork-lift, engine driving and crane driving operations to a higher level than level 2;
- (j) Stage door duties;
- (k) sewing and cutting skills and fabric knowledge, whether machine or non-machine at a level higher than level 2;
- (l) advanced lifting and scene/props handling skills;
- (m) scenery, building and prop construction techniques above level 2.

3.11 Theatrical employee - level 4

3.11.1 A Theatrical employee level 4 is an employee who holds a trade certificate in a relevant discipline and is able to exercise the skill and knowledge of that trade or an employee who has acquired the equivalent experience from on-the-job training in relevant theatrical discipline (/s).

3.11.2 An employee at this level works above and beyond an employee at level 3 and to the level of the employee's training:

- (a) understands and applies quality control techniques;
- (b) exercises good interpersonal and communications skills;
- (c) exercises keyboard skills at a higher level than level 3;
- (d) exercises discretion within the scope of this grade;
- (e) performs work under limited supervision either individually or in a team environment;
- (f) able to inspect products and/or materials for conformity with established operational standards;
- (g) operates all lifting equipment incidental to the employees' work.

3.11.3 Indicative of the tasks which an employee at this level may perform, are as follows:

- (a) works from production drawings, prints or plans;

- (b) operates, maintains, sets-up and adjusts all facility and production equipment, including trade construction processes such as set/prop/electrical making;
- (c) assists in the provision of on-the-job training;
- (d) a fully multi skilled cutter/tailor/milliner/wigmaker who is required to perform any of the operations involved in the making of a complex whole garment to specifications;
- (e) has an advanced understanding of theatre terminology, etiquette and theatre craft;
- (f) perform a range of engineering maintenance functions;

3.12 Theatrical employee - level 5

3.12.1 A Theatrical employee level 5 is an employee who holds a trade certificate or equivalent experience and has acquired specialist knowledge of a variety of procedures and/or techniques gained by additional training or experience in the theatre industry.

3.12.2 A Theatrical employee level 5 is required to work above and beyond a tradesperson at level 4 and to the level of the employee's training:

- (a) exercises discretion within the scope of this grade;
- (b) works under minimal supervision either as an individual or part of a team or as a team leader;
- (c) understands and implements quality control techniques;
- (d) provides trade guidance and assistance as part of a work team;
- (e) responsible for providing training in conjunction with trainers;

3.12.3 Indicative of the tasks which an employee at this level may perform, are as follows:

- (a) indicative tasks for level 4 employee;
- (b) interprets detailed instructions and procedures for others;
- (c) insures quality standards are met through consistency, timeliness, correctly following procedures, and responsiveness to the client's needs;
- (d) readily adapts to change in work procedures and associated technologies;
- (e) may use innovation to resolve issues which impact on own work area.

3.13 Theatrical employee - level 6

3.13.1 A Theatrical employee level 6 is an employee who holds a trade certificate or equivalent experience together with a relevant Post Trade Certificate or the equivalent skill and competence acquired through a significant period of professional experience in the theatre industry.

3.13.2 A Theatrical employee level 6 is required to work above and beyond a level 5 employee and to the level of the employee's training

- (a) understands and implements quality control techniques;
- (b) exercises discretion within the scope of this grade;

- (c) provides overall supervision and co-ordination of resources and individuals and/or work teams within areas of responsibility;
- (d) plans for and arranges training in procedural, technological change and systems for staff in the area of responsibility;
- (e) effectively handles work that is characterised by occasional peak periods and simultaneous handling of a variety of tasks, usually within one discipline, and with significant interruptions;
- (f) determines priorities and monitors performance for own and teams work, to ensure the efficient and effective use of allocated resources;
- (g) demonstrates accountability and responsibility for enabling the achievement of business goals within budgetary guidelines.

3.13.3 The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post trade training or equivalent experience to enable that employee to perform the particular indicative tasks:

- (a) demonstrates sound communication and/or liaison skills;
- (b) demonstrates a good knowledge of relevant terminology
- (c) interprets and conveys instructions and procedures;
- (d) reliably represents the work unit;
- (e) required to use innovation to resolve issues which impact on own work area;
- (f) accountable for insuring overall quality standards are met through the importance of consistency, timeliness, correctly following procedures, and responsiveness to the needs of the client;
- (g) accountable for the selection and recruitment of staff;
- (h) assesses work performance of staff;
- (i) responsible for occupational, health and safety.

3.14 Theatrical employee - level 7

3.14.1 A Theatrical employee level 7 is an employee who has obtained a relevant tertiary qualification together with extensive theatrical experience or equivalent skill and competence acquired through extensive theatrical experience.

3.14.2 In addition to the competencies and tasks performed by a level 6 employee, a Theatrical employee level 7 works to the level of the employee's training:

- (a) demonstrates effective and efficient use of production and/or organisational resources, by planning, implementing and monitoring achievement of objectives.
- (b) responsible for the creating and maintaining of a high level of teamwork and co-operation and contributes to the overall good management of a production.
- (c) co-ordinates and controls either the overall performance activities or a variety of related disciplines.

3.14.3 The following indicative tasks which an employee at this level may perform are subject to the employee having appropriate trade and post trade training or equivalent experience to enable the employee to perform the particular indicative tasks:

- (a) provides advice and guidance to staff, management and clients;
- (b) prepares correspondence, guidelines and reports;
- (c) demonstrates superior communication and/or liaison skills;
- (d) demonstrates superior knowledge of relevant terminology;
- (e) reliably represents the work unit;
- (f) responsible for creative planning and the achievement of design standards;
- (g) recognises the importance of consistency, timeliness, correctly following procedures, and responsiveness to the client's needs;
- (h) demonstrates accountability and responsibility for enabling the achievement of business goals within budgetary guidelines.

3.15 "Suitable accommodation" means single room modern motel or serviced apartment accommodation with private facilities.

3.16 "Serviced apartment" means an apartment with cooking facilities for which clean linen is supplied once per week and the apartment cleaned at least once per week at the employer's cost.

3.17 "Local show" means a show specified as such by the employer where the production is scheduled to take place in one location only.

3.18 "Live theatre and concert industry services" means work performed in or in connection with any form of live entertainment, sound recording (other than recording studios) or rehearsals and may include plays, musicals, variety, live concerts, dancing, retail centres, theatre restaurants, dance halls, circuses, carnivals, karaoke and ticketing agencies. It excludes the work of a performer.

3.19 "Weekly employee" and "Engaged by the week", respectively, will, subject to the operation of clause 11.2.6, mean full-time and part-time employee or employment as the case may be.

4. Application of Award

This award will apply throughout the state of New South Wales.

5. Who is Bound by this Award

5.1 This award will apply to all persons employed within the classifications in this award, to provide live theatre and concert industry services (as defined), throughout the state.

5.2 The following are exempt from the provisions of this award:

5.2.1 Registered clubs, hotels and restaurants (excluding theatre restaurants).

5.2.2 Wollongong Entertainment Centre.

5.2.3 All persons excluding performers directly employed by the relevant operators in operational, maintenance and administrative functions at the Homebush Bay Olympic games sporting and recreation complexes, ticketing agencies operating out of venues or industries covered by the AWU in the memorandum of understanding between the AWU, ALHMWU and the MEAA.

6. Relationship with Other Awards

- 6.1 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Entertainment and Broadcasting Industry - Live Theatre and Concert (State) Award published 26 December 2008 (366 I.G. 1546) and award reprinted 27 January 2012 (372 I.G. 315), as varied.
- 6.2 This award is made following a variation on adoption of National Decisions under section 52 of the *Industrial Relations Act* 1996 as part of the State Wage Case 2025, and rescinds and replaces the Entertainment and Broadcasting Industry – Live Theatre and Concert (State) Award, published 26 June 2025, (397 I.G. 3023), as varied on 4 August 2025 (see *State Wage Case 2024 – Review of Minimum Rates Awards (No 2)* [2025] NSWIRComm 1059).
- 6.3 This award remains in force until varied or rescinded.

PART 2 - AWARD FLEXIBILITY

7. Enterprise Flexibility Provisions

See Chapter 2 of Part 2 of the *Industrial Relations Act* 1996.

8. Index of Facilitative Provisions

- 8.1 A facilitative provision is one which provides that the standard approach in an award provision may be departed from by agreement between an individual employer and the Union and/or employee, or the majority of employees, in the enterprise or workplace concerned.
- 8.2 Facilitative provisions in this award are contained in the following clauses: Clause title Clause number, Part time employees - hours of work 11.2, Payment of Wages 17, Hours of work 21.1.6(a), Meal intervals and allowances 22.3.1, Public Holidays 31.6.1

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

9. Consultation and Communication Procedures

- 9.1 At each enterprise covered by this award the employer and employees and, if appropriate an appropriate representative including the union bound by this award, may establish a mechanism and procedures which enables them to communicate and consult about matters arising out of this award.
- 9.2 The employer may permit a notice board to be erected in the workshop, theatre, hall or other place of amusement, to facilitate communication between employees and/or their union representatives.
- 9.3 This award will be exhibited by each employer in accordance with section 361 of the *Industrial Relations Act* 1996.

10. Dispute Resolution

- 10.1 Subject to the rights of the parties to notify any dispute to the Industrial Relations Commission at any time, any dispute arising from work performed under this award will be dealt with as follows:
- 10.1.1 As soon as practicable after the dispute or claim has arisen, the employee/s concerned will take up the matter with their immediate supervisor affording them the opportunity to remedy the cause of the dispute;
- 10.1.2 Where any such attempt at settlement has failed to achieve a satisfactory resolution, or where the matter in dispute is of such a nature that direct discussions between the employee/s and their immediate supervisor are inappropriate, the employee/s may notify a duly authorised representative of MEAA or other employee representative who will take up the matter with the employer or their representative;

- 10.2 If the matter is not then satisfactorily resolved the matter will be submitted to the Commission for settlement.

PART 4

EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

11. Employment Categories

- 11.1 Full-time employees - A full-time employee will be engaged by the week and subject to the provisions of clause 21 - Hours of work and time off will work 38 ordinary hours per week.
- 11.2 Part-time employees
- 11.2.1 A part-time employee will mean an employee engaged by the week and will work an agreed usual number of ordinary hours less than 38 each week.
- 11.2.2 A part-time employee working ordinary time will be paid per hour 1/38th of the weekly wage prescribed by this award for the level of work performed.
- 11.2.3 A part-time employee who by agreement works more than the agreed usual number of ordinary hours in any week will be paid at her or his ordinary rate of pay, subject always to the payment of any penalty or overtime payments as provided by this award.
- 11.2.4 A part-time employee who performs work in excess of the ordinary hours for a full time employee as prescribed in 21 - Hours of Work and Time Off, will be paid at overtime rates in accordance with the provisions of 23 - Overtime.
- 11.2.5 The minimum time worked for each period of work will be not less than four consecutive hours for which a weekly employee is rostered.
- 11.2.6 In addition to other award entitlements a part-time employee will receive pro rata annual leave, sick leave and public holiday entitlements.
- 11.3 Casual employees
- 11.3.1 A casual employee is engaged by the hour for a minimum of 4 consecutive hours. The employment of a casual employee may be terminated without notice by either the employee or employer subject to the payment of the minimum amount of wages and subject to the employee working the time covered by the payment of such wages.
- 11.3.2 The appropriate per hour rate for casual employees is calculated by dividing the rate per week, as specified in 16, Classifications and Wage Rates, for the relevant classification level by 38 and adding a 20 per cent loading on such hourly rates so calculated.
- 11.4 Seasonal employees
- 11.4.1 A seasonal employee will mean a weekly employee engaged either as full time or part time on a fixed term contract.
- 11.4.2 The duration of a seasonal contract will be determined in advance by agreement and the following provisions will apply:
- (a) The contract may be renewed as often and for such time periods as agreed between the employer and employee.
- (b) Conditions of employment will be those applying to weekly employees covered by this award.

- (c) Where a new contract is offered and taken up immediately after the expiry of a previous contract, employment is treated as if it was continuous for entitlement purposes.
- (d) Seasonal employees whose engagement is terminated with less than six (6) months service are paid on termination, 15.2 hours pay for each month of service. Annual leave of 76 hours is granted after six months employment. Thereafter, annual leave accrues at the rate of 152 hours per annum.
- (e) Sick leave will be granted and will accumulate in accordance with 26 - Sick Leave, for the whole of the contract period.
- (f) Other leave provisions including but not limited to Jury Leave will apply in accordance with the relevant award provisions for the duration of the contract period.

11.5 Secure Employment

- (a) Objective of this Clause - The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.
- (b) Casual Conversion
 - (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months will thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
 - (ii) Every employer of such a casual employee will give the employee notice in writing of the provisions of this sub clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
 - (iii) Any casual employee who has a right to elect under subparagraph (b)(i), upon receiving notice under subparagraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer will consent to or refuse the election, but will not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so will be fully stated and discussed with the employee concerned, and a genuine attempt will be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
 - (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
 - (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subparagraph (b)(iii), the employer and employee will, in accordance with this paragraph, and subject to subparagraph (b)(iii), discuss and agree upon:

- (1) whether the employee will convert to full-time or part-time employment; and
- (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to subparagraph (vi) the employee will convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
 - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions will apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which, might otherwise have been carried out by that other employer's own employees.
 - (ii) Any employer which, engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises will do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

- (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this paragraph (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause - Where a dispute arises as to the application or implementation of this clause, the matter will be dealt with pursuant to the disputes settlement procedure of this award.
- (e) 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.

12. Stand Down of Employees

- 12.1 Despite anything contained in the award, an employer may deduct payment of wages for any day on which an employee cannot be usefully employed because of:

12.1.1 any strike;

12.1.2 any breakdown of machinery; or

12.1.3 any stoppage of work for which the employer is not responsible.

13. Termination of Employment

- 13.1 Notice of termination by employer

- 13.1.1 In order to terminate the employment of an employee the employer will give to the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- 13.1.2 In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.

- 13.1.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee part of the required period of notice and by the employer making payment for the remainder of the period of notice.

- 13.1.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he/she would have worked during the period of notice had his or her employment not been terminated will be used.

- 13.1.5 The period of notice in this clause, will not apply in the case of dismissal for conduct that justifies instant dismissal, including inefficiency within the first fourteen days, neglect of duty or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.

13.2 Notice of termination by an employee

13.2.1 The notice of termination required to be given by an employee is the same as that required of an employer. However, there is no requirement on the employee to give additional notice based on the age of the employee concerned.

13.2.2 If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

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

14. Redundancy**(A) Application -**

- (i) This clause will apply in respect of full-time and part- time persons employed under this award.
- (ii) This clause will only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- (iii) Notwithstanding anything contained elsewhere in this award, this award will not apply to employees with less than one year s continuous service, and the general obligation on employers will be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (iv) Notwithstanding anything contained elsewhere in this award, this award will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency, or neglect of duty or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(B) Introduction of Change -

- (i) Employer s duty to notify -
 - (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer will notify the employees who may be affected by the proposed changes and the union to which they belong.
 - (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer s workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where this award makes provision for the alteration of any of the matters referred to herein, an alteration will be deemed not to have significant effect.

- (ii) Employer s duty to discuss change -
 - (a) The employer will discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (i) of this subclause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and will give prompt

consideration to matters raised by the employees and/or the union in relation to the changes.

- (b) The discussion will commence as early as possible after a definite decision has been made by the employer to make the changes referred to in the said paragraph (i) of this subclause.
- (c) For the purpose of such discussion, the employer will provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees; provided that any employer will not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(C) Redundancy - Discussions before terminations -

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to subparagraph (a) of paragraph (i) of subclause (B), Introduction of Change, of this clause, and that decision may lead to the termination of employment, the employer will hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions will take place as soon as practicable after the employer has made a definite decision which will invoke the provision of paragraph (a) of this subclause, and will cover, inter alia, any reasons for the proposed termination, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purpose of the discussion the employer will, as soon as practicable, provide to the employees concerned and the union to which they belong all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer will not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(D) Termination of Employment -

- (i) Notice for changes in production, programme, organization or structure - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure, in accordance with subparagraph (a) of paragraph (i) of subclause (B), Introduction of Change, of this clause.
- (a) In order to terminate the employment of an employee, the employer will give to the employee the following notice:

Period of Continuous	Service Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years continuous service, will be entitled to an additional week s notice.
- (c) Payment in lieu of the notice above will be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part-payment in lieu thereof.

- (ii) Notice for technological change - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from technology in accordance with subparagraph (a) of paragraph (i) of subclause (B), Introduction of Change, of this clause.

- (a) In order to terminate the employment of an employee, the employer will give to the employee three months' notice of termination.
 - (b) Payment in lieu of the notice above will be made if the appropriate notice period is not given. Provided that employment will be terminated by part of the period of notice specified and part payment in lieu thereof.

The period of notice required by this subclause to be given will be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

- (iii) Time off during the notice period -

- (a) During the period of notice of termination given by the employer, an employee will be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
 - (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the employer, be required to produce proof of attendance at an interview or the employee will not receive payment for the time absent.

- (iv) Employee leaving during the notice period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee will be entitled to the same benefits and payments under this clause to which the employee would have been entitled had the employee remained with the employer until the expiry of such notice. Provided that in such circumstance the employee will not be entitled to payment in lieu of notice.

- (v) Statement of employment - The employer will, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or type of work performed by the employee.

- (vi) Notice to Centrelink - Where a decision has been made to terminate employees, the employer will notify Centrelink as soon as possible, giving relevant information, including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

- (vii) Centrelink Separation Certificate - The employer will, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an Employment Separation Certificate in the form required by Centrelink.

- (viii) Transfer to lower-paid duties - Where an employee is transferred to lower-paid duties for reasons set out in paragraph (i) of the said subclause (B), the employee will be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rates for the number of weeks of notice still owing.

- (E) Severance Pay -

- (i) Where the employment of an employee is to be terminated pursuant to subclause (D), Termination of Employment, of this clause, subject to further order of the Industrial Relations

Commission of New South Wales the employer will pay the employee the following severance pay in respect of a continuous period of service:

- (a) If an employee is under 45 years of age, the employer will pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (b) Where an employee is 45 years old or over, the entitlement will be in accordance with the following scale:

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (c) "Week s pay" means the all-purpose rate for the employee concerned at the date of termination and will include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances paid in accordance with clauses 18, Higher Duties, 16, Classifications and Wage Rates, 25, Annual Leave, 33, Travelling, 19, Allowances, and 23, Overtime.

- (ii) Incapacity to pay - Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (i) of this subclause.

The Commission will have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the said paragraph (i) will have on the employer.

- (iii) Alternative employment - Subject to an application by the employer and further order of the Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in the said paragraph (i) if the employer obtains acceptable alternative employment for an employee.

- (F) Savings Clause - Nothing in this award will be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the industrial organisation of employees and any employer bound by this award.

15. Anti-Discrimination

- (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.

- (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.
- (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.
- (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.
- (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 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."

PART 5 - WAGES AND RELATED MATTERS

16. Classifications and Wage Rates

- 16.1 The minimum weekly rates of pay to be paid to an employee are set out in Table 1 - Rates of Pay, of Part 9 - Monetary Rates of this award for the relevant classification level.
- 16.2 Notwithstanding an employee may be engaged and paid for work performed at a particular level, such engagement does not prevent the employee undertaking duties prescribed for lower classification levels during such engagement.
- 16.3 The rates of pay in this award include the adjustments payable under the State Wage Case of 2025. These adjustments may be offset against:
- (i) any equivalent over award payments, and/or
 - (ii) award wage increase since 29 May 1991 other than safety net, State Wage Case, and Minimum rates adjustments.
- 16.4 Over-award payment is defined as the amount (whether it be termed over-award payment or by any other term whatsoever) of any payment made to an employee and which was not made in order to comply with this award.

17. Payment of Wages

All moneys due to an employee will be made available for payment within 48 hours of the conclusion of the employers pay week, or, in exceptional circumstances, at a time to be mutually agreed upon between the employee and the employer. Provided that if the employee does not present themselves for the payment at that time, it may be deferred until the following day.

18. Higher Duties

Where an employee is required to work on duties, the prescribed rate of pay for which is higher than for the employee's ordinary duty, the employee will be paid for the time so worked at the higher rate with a minimum payment at such rate as for three and a half hours.

19. Allowances

19.1 Tools/Equipment

19.1.1 The employer will pay an allowance per week as set out in Item 1 of Table 2 - Other Rates and Allowances of Part 9 - Monetary Rates of this Award to Heads of departments required to supply their own tools. Other employees required to supply basic tools (limited to hammer, brace/punch driver and wrench), will be paid an allowance cents per day as set out in Item 2 of the said Table 2.

19.1.2 Employees will be reimbursed the cost of all mechanical property or light requirements including torches. Provided that such reimbursement will not be payable where the employer provides all mechanical property or light requirements including torches.

19.2 Laundry - The employer will pay a weekly employee an allowance per week as set out in Item 3 of the said Table 2 for blouses and shirts and an amount per week as set out in Item 4 of the said Table 2 for other garments where uniforms are not laundered by the employer. For other than weekly employees a laundry allowance per day as set out in Item 5 of the said Table 2 will be paid up to a maximum amount per week as set out in Item 6 of the said Table 2.

19.3 Shoes - The employer will pay a front of house employee an allowance per day as set out in Item 7 of the said Table 2 up to a maximum amount per week as set out in Item 8 of the said Table 2 where the employee is required to wear shoes of a colour other than black.

19.4 Uniforms/Special costumes/Protective Clothing

19.4.1 The employer will pay an employee who is required to wear a costume or uniform more unusual than is reasonably necessary for the performance of his or her work, an allowance of

- (a) if engaged by the week - an amount per week as set out in Item 9 of the said Table 2
- (b) if engaged other than by the week - an amount per performance as set out in Item 10 of the said Table 2.

19.4.2 If any question arises as to whether such costume or uniform is so more unusual, it will be dealt with in accordance with clause 10, Dispute Resolution.

19.4.3 An employee will be reimbursed the cost of any special uniforms or staff dresses required to be worn. Provided that such reimbursement will not be payable where the employer provides the special uniforms or staff dresses.

19.4.4 An employee will be reimbursed the cost of dry cleaning and laundering suitable protective clothing for electricians, utility men, cleaners and maintenance men if requested by an employee. Provided that such reimbursement will not be payable where the employer provides and cleans the protective clothing.

19.5 Transmission or recording

19.5.1 Where a performance is to be recorded or transmitted by any means, including but not limited to radio or television transmission or film, video or audio recording, and whether transmitted live or recorded for later transmission, exhibition, distribution or sale, all production employees who perform work on that performance will receive an allowance (recording allowance) as set out in Item 11 of the said Table 2 in addition to the rate they would otherwise have received. Provided that:

- (a) The recording allowance will only be paid when the recording transmission takes place during a performance or performances; and
- (b) One payment only will be made under the provisions of 19.5.1 notwithstanding that recording of a production may take place over a series of performances.

19.5.2 Where a performance is recorded for sound only or transmitted by radio only the provisions of 19.5.1 will apply to Sound Technicians only.

19.5.3 The provisions of 19.5.1 will not apply to:

- (a) Extracts of a performance or performances which are recorded or transmitted for news, publicity or promotional purposes, including paid television or radio commercials for that performance or season of performances;
- (b) A performance or performances which are recorded for training, educational or archival purposes, provided that the hirer undertakes in writing to the employer that such recordings will not be used for public broadcast, exhibition, distribution or sale; and
- (c) Occasions when the only purpose of the hiring is the recording or transmission of a performance, even though a non-paying audience may be present.

19.5.4 The recording allowance is not to be recorded as ordinary pay for the purpose of this award insofar as the calculation of overtime, penalty, shift and annual leave loading payments are concerned.

19.5.5 Where the employer proposes an exclusion from payment of the recording allowance as provided for in 19.5.3, the employer will provide all production employees with seven days notice of any such performance provided that where such recording or transmission is arranged with less than seven days notice, all production employees will be provided with notice as soon as arrangements for the relevant recording or transmission are made.

20. Superannuation

20.1 The subject of superannuation is dealt with by the relevant Commonwealth legislation governing the superannuation rights and obligations of the parties.

20.2 For the purposes of this clause the normal gross rate of pay refers to:

20.2.1 In the case of weekly employees, the usual gross weekly earnings of a weekly employee including all over award payments; Rostered Day Off payments; Sunday where such Sunday is part of the employee's ordinary working week; or the contracted weekly rate of pay including any penalties or loadings where such penalties and loadings are part of the employee's contracted weekly rate. Provided that such rates will exclude overtime and penalty payments other than as provided for above, reimbursement allowances, broadcast allowances and annual leave loading.

20.2.2 Contracted weekly rate includes payment in accordance with an agreement involving a specified number of hours of work in excess of the ordinary hours prescribed by the award whether for the whole or a portion of the engagement.

20.2.3 In the case of casual employees, the actual gross earnings of such employee but not including any reimbursement allowances or broadcast allowances.

- 20.3 Superannuation contributions remain payable pursuant to this clause notwithstanding that an employee is absent from work on approved sick leave, annual leave, long service leave or other paid leave. Contributions also remain payable in respect of an absence which is the consequence of a bona fide worker's compensation claim.
- 20.4 The superannuation contribution will:
- 20.4.1 In the case of weekly employees, be paid no later than seven days following the end of the last pay period in any month.
- 20.4.2 In the case of casual employees' payments will be made no later than 30 days following the engagement.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK, WEEKEND WORK

21. Hours of Work and Time Off

21.1 Weekly employees.

- 21.1.1 The ordinary hours of work for weekly employees will, subject to 21.1.6, be 38 per week.
- 21.1.2 Ordinary hours may be worked on any of the days Monday through to and including Sunday between the hours of 7.00 a.m. and 12 midnight. Provided that a Theatrical Employee engaged specifically as a cleaner may be rostered to work ordinary hours between 12 midnight and 7.00 a.m. and will receive an additional loading of 20% of their ordinary hourly rate for such work.
- 21.1.3 The number of ordinary hours to be worked on any day will be a minimum of 4 hours and a maximum of 12 hours to be worked in no more than two periods, each period to be continuous except as to meal hours occurring therein.
- 21.1.4 Full time employees will be entitled to 2 rostered days off work for every period of seven days, which will be consecutive wherever reasonably possible, provided that such rostered days off may by agreement accumulate up to a maximum of 6 days.
- 21.1.5 Weekly employees must be notified by the employer of their working shifts by means of roster placed in the staff room for each employee's perusal. At least seven days' notice must be given to the employee should any alteration of the working hours be intended, except in the case of emergency.
- 21.1.6
- (a) The implementation of cyclic rostering, that is working hours other than as provided for in paragraphs 21.1.1 - 21.1.5, will be determined at the enterprise where the employer and the majority of employees concerned agree. The ordinary hours of work will be an average of 38 per week and will not exceed 152 hours over 28 consecutive days.
 - (b) Different arrangements may apply to different areas of operation within the enterprise.
 - (c) An agreement pursuant to subparagraph 21.1.6(a) will be recorded in writing and be available to all employees.

21.2 Casual employees

- 21.2.1 The ordinary hours of work for casual employees will be a minimum of 4 consecutive hours per day. Ordinary hours may be worked on any of the days Monday through to and including Sunday between the hours of 7.00 a.m. and 12 midnight.

- 21.2.2 Casual employees are not paid per performance. Employees may be required to work on a number of performances during an engagement.
- 21.2.3 Where casual employees are required to work on the same day on at least 3 short performances (as defined), and there is a break between any two of the short performances of at least 2 hours, those employees will be paid a minimum call for each such performance of 2 hours.
- 21.3 Savings- Employees engaged as Booking Clerks or Ticket Sellers as at 3 March 1997, will continue to be engaged on the basis of 36 hours per week which will be applied for all purposes under this award.

22. Meal Intervals and Allowances

- 22.1 Weekly employees, in the ordinary course of work, will be entitled to meal intervals as follows:
- 22.1.1 Lunch - One hour continuous between 12.00 noon and 3.00 p.m.
- 22.1.2 Dinner - One hour continuous between 5.00 p.m. and 8.00 p.m.
- 22.1.3 Supper -Half an hour between 10.00 p.m. and 12.00 midnight.
- 22.1.4 Breakfast - One hour continuous between 7.00 a.m. and 9.00 a.m. but for cleaners, half an hour between 8.00 a.m. and 9.00 a.m.
- 22.2 Casual employees who work for more than four hours will be entitled to a minimum meal break of 30 minutes.
- 22.3
- 22.3.1 The span of hours during which meal breaks may be taken may be varied where specific work requirements necessitate it.
- 22.3.2 In the event that an employee is required to work more than five continuous hours without a suitable meal interval, the employee will be paid for the period which should be allowed as the meal interval at the rate of double time. This clause will not apply to employees engaged to work on a continuous shift roster.
- 22.3.3 Provided that those employees working during the preparation of a stage production for the period of seven days preceding the opening of the production will be paid at the rate of time and a half in lieu of the aforesaid double time except on Sundays when double time and a half will be paid.
- 22.4 No part of the time that should be allowed as a meal interval will be counted as part of the ordinary hours of work within the meaning of clause 21 - Hours of work and Time Off.
- 22.5 The employer will pay an employee (other than a cleaner) a meal allowance as set out in Item 12 of the said Table 2, additional, for each meal interval occurring before the employee's finishing time, where the employee has worked between 12 midnight and 8.00 a.m. and who continues to work beyond 8.00 a.m. Provided that such meal allowance will not be payable where the employee commences work at or after 5.00 a.m.
- 22.6 The employer will pay an employee a meal allowance as set out in Item 13 of Table 2 - Other Rates and Allowances of Part 9 - Monetary Rates, of this Award, where the employee is required to work two performances, back to back. Provided that such meal allowance will not be payable where the employer provides a suitable meal.

23. Overtime

- 23.1 Weekly employees

- 23.1.1 Weekly employees will receive overtime calculated to the nearest quarter of an hour, as follows:
- 23.1.2 For all work performed in excess of the rostered daily hours - at the rate of time and on half for the first 2 hours and double time thereafter.
- 23.1.3 For all work performed on a rostered day off - at the rate of time and a half for the first 4 hours and double time thereafter.
- 23.1.4 For all the work performed in excess of the weekly total of hours - at the rate of time and a half.
- 23.1.5 For all work performed after a break in working hours prescribed to be worked consecutively or continuously - at the rate of time and a half.
- 23.1.6 Part time employees who perform work in excess of 38 ordinary hours per week - time and one half for the first 2 hours and double time thereafter.
- 23.2 Casual employees
 - 23.2.1 A casual employee will receive overtime calculated to the nearest quarter of an hour.
 - 23.2.2 A casual employee who works in excess of 8 hours per day will be paid overtime at the rate of time and a half for the first 2 hours and double time thereafter.
 - 23.2.3 A casual employee who works more than 38 hours (excluding overtime worked and paid on a daily basis) in any one week will be paid for all hours in excess of 38, time and a half for the first four hours and double time thereafter.
- 23.3 All employees
 - 23.3.1 Where an employee is detained at work until it is too late to travel home by the last train, tram or other regular public conveyance, the employer will provide proper conveyance to the employee's home for the employee so detained.
 - 23.3.2 An employee will, wherever possible, be given 24 hours' notice that the employee is required to work all night after an evening performance.
 - 23.3.3 For all work performed between 12 midnight and 7.00 a.m. - at the rate of double time other than work performed by employees engaged specifically as cleaners.
 - 23.3.4 An employee who works overtime on any day will be entitled to a break of ten hours before resumption of work on the following day. Should such employee be required to resume work before the expiration of ten hours the employee will be paid at the rate of double time until the employee is released from duty for such period.
- 23.4 Reasonable overtime:
 - (i) Subject to sub-clause (ii) an employer may require an employee to work reasonable overtime at overtime rates.
 - (ii) 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.
 - (iii) For the purposes of sub-clause (ii) what is reasonable 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.

24. Sundays

- 24.1 All employees who are required to commence work on a Sunday, whether part of an ordinary roster or work cycle, or not part of a roster cycle, or overtime, will be paid at the rate of double time, with a minimum payment for four hours.
- 24.2 Where an employee who commences work on a Saturday and continues to work without a break on Sunday, the minimum 4 hour call for work performed on a Sunday as prescribed in 25.1 will not apply.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

25. Annual Leave

- 25.1 Annual leave entitlement - All employees engaged by the week will have 152 hours annual leave for each year of service on full pay (as defined in 3 - Definitions) which leave will be taken within six months of the date of entitlement, unless otherwise mutually agreed. The said leave may be taken in two periods by mutual agreement.
- 25.2 Time of taking annual leave - If the 152 hours annual leave due under 25.1 will not have been given at the expiration of the year, the employee's right thereto will continue and accumulate in respect of each year's service but only to the extent of two years.
- 25.3 Annual leave loading
 - 25.3.1 Each full time or part-time employee before going on any period of annual leave will be paid an annual leave loading at the rate of 17-1/2 per cent of the rate of full pay prescribed herein for such employee. Such loading will be in addition to the amount paid to the employee under 26.1.
 - 25.3.2 No loading is payable to an employee who takes annual leave wholly or partly in advance. Provided that if the employment of such an employee continues until the day when the employee would have become entitled to annual leave, the loading then becomes payable in respect of the period of such leave and is to be calculated by applying the award rates of pay applicable on that day.
 - 25.3.3
 - (a) When the employment of an employee is terminated by the employer for a cause other than misconduct and at the time of the termination the employee has not taken the whole of the annual leave to which the employee has become entitled under the terms of 25.1, the employee will be paid the loading for the period of leave not taken.
 - (b) Except as provided by 25.3.3(a) no loading is payable on the termination of an employee's employment.
- 25.4 Public holidays during annual leave - Where any public holiday as prescribed in 32 - Public holidays occurs during the period of the employee's annual leave, the leave will be increased by 7.6 hours for each such holiday.
- 25.5 Proportionate annual leave on termination - If the employment of any weekly employee be terminated such employee will be entitled to 15.2 hours pay for each month of service that has been rendered during the employment unless in respect of such service annual leave has been given by the employer or the employee has lost the right thereto under the provisions of this clause. Such payment will be made within fourteen days of the termination of the employment.

25.6 Conversion of accrued leave

25.6.1 All accumulated or accrued leave up to and including 2 March 1997, will be credited on the basis of a 38 hour week and rates of pay applicable to such leave will be calculated on the basis of a 38 hour divisor. Consequently credits will be converted as follows:

If in weeks	x 38 hours;
If in days	x 7.6 hours;
If in hours	x No. of hours x 7.6/8

25.6.2 Leave debits on or after 3 March 1997 will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

26. Sick Leave

26.1 An employee who is absent from work on account of personal illness, or injury by accident not arising out of and in the course of the employee's employment and who has been in the service of the employer for a period of more than twelve weeks, will be entitled to leave of absence without deduction of pay subject to the following conditions and limitations:

26.2 During each year of service, 76 hours sick leave will be allowed.

26.3 The employee will not be entitled to paid sick leave for any period of absence in respect of which the employee is paid workers' compensation.

26.4 The employee will, within 24 hours of the commencement of such sick leave absence, inform the employer of the employee's inability to report for duty and so far as practicable state the nature of the injury or illness from which the employee is suffering and the estimated period of the employee's absence.

26.5 The employee will, if so required by the employee's employer, provide satisfactory evidence of the nature of the injury and of the employee's inability to attend for duty on any day or days for which sick leave is claimed.

26.6 Subject to the provisions of this clause an employee will be allowed 30.4 hours' sick leave (in the aggregate) per year without having to produce a medical certificate.

26.7 Sick leave will accumulate from year to year so that any balance of the period specified in that clause which has in any year not been taken by the employee as paid sick leave, may be claimed by such employee and will be allowed by the employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Sick leave that accumulated pursuant to this clause will be available to the employee only for a period of twelve years from the end of the year in which it accrued.

26.8 Conversion of accrued leave.

26.8.1 All accumulated or accrued leave up to and including 2 March 1997, will be credited on the basis of a 38 hour week and rates of pay applicable to such leave will be calculated on the basis of a 38 hour divisor. Consequently credits will be converted as follows:-

If in weeks	x 38 hours;
If in days	x 7.6 hours;
If in hours	x No. of hours x 7.6 / 8

26.8.2 Leave debits on or after 3 March 1997 will be equivalent to the ordinary hours employees would have worked had they not been on paid leave. Such leave will therefore be paid and debited on the basis of hours actually taken.

27. Bereavement Leave

- 27.1 An employee other than a casual employee will be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause 27.3 of this clause.
- 27.2 The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide, to the satisfaction of the employer, proof of death.
- 27.3 Bereavement leave will be available to the employee in respect of the death of the person prescribed for the purposes of personal/carer's leave in accordance with paragraph (c) of subclause (1) of clause 28, Personal/Carer's Leave, provided that for the purposes of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 27.4 An employee will not be entitled to bereavement leave under this clause during any period in respect of which the employee has already been granted other leave.
- 27.5 Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4) and (5) of the said clause 28. Where such other available leave is to be taken in conjunction with bereavement leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.
- 27.6 Bereavement entitlements for casual employees
- 27.6.1 Subject to the evidentiary and notice requirements in 27.2 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subparagraph 28(1)(c)(ii) of clause 28, Personal/Carers' Leave.
- 27.6.2 The employer and the employee will 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 casual employee is not entitled to any payment for the period of non-attendance.
- 27.6.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

28. Personal/Carer's Leave

- (1) Use of Sick Leave -
- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 28(1)(c)(ii) who needs the employee's care and support, will be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 26, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
- (b) The employee will, if required,
- (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
- (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such 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.

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
 - (1) "relative" means - a person related by blood, marriage or affinity;
 - (2) "affinity" means - a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (3) "household" means - a family group living in the same domestic dwelling.
- (d) An employee will, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee will notify the employer by telephone of such absence at the first opportunity on the day of absence.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee will discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes procedure at clause 10, Dispute Resolution, should be followed.

- (2) Unpaid Leave for Family Purpose -
 - (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 28(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.
- (3) Annual Leave -
 - (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
 - (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, will be exclusive of any shutdown period provided for elsewhere under this award.

- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences until at least five consecutive annual leave days are taken.
 - (d) An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- (4) Time Off in Lieu of Payment for Overtime -
- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time agreed with the employer within 12 months of the said election. (b) Overtime taken as time off during ordinary time hours will be taken at the ordinary time rate, that is, an hour for each hour worked.
 - (b) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates will be made at the expiry of the 12-month period or on termination.
 - (c) Where no election is made in accordance with the said paragraph (a), the employee will be paid overtime rates in accordance with the award.
- (5) Make-up Time -
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
 - (b) An employee on shift work may elect, with the consent of the employer, to work make- up time (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.
- (6) Personal Carers Entitlement for casual employees -
- (1) Subject to the evidentiary and notice requirements in 28(1)(b) and 28(1)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 28(1)(c)(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (2) The employer and the employee will 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 casual employee is not entitled to any payment for the period of non-attendance.
 - (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

29. Parental Leave

- (1) Refer to the *Industrial Relations Act* 1996 (NSW). The following provisions will also apply in addition to those set out in the *Industrial Relations Act* 1996 (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

(3) Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the employee in reconciling work and parental responsibilities.
- (b) The employer will consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) Employee's request and the employer's decision to be in writing - The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.
- (d) Request to return to work part-time - Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(4) Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer will take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee will take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee will also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

30. Jury Leave

- 30.1 A weekly employee required to attend for jury service during ordinary working hours will be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage that would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

- 30.2 An employee will notify the employer as soon as possible of the date upon which the employee is required to attend for jury service. Further, the employee will give the employer proof of their attendance, the duration of such attendance and the amount received in respect of such jury service.

31. Public Holidays

- 31.1 An employee will be entitled to public holidays without loss of pay on the following days:
- 31.1.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; Australia Day, Anzac Day, King's Birthday, and Eight Hour Day, May Day or Labour Day; and
- 31.1.2 the first Monday in August;
- 31.2 When Christmas Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on 27 December.
- 31.3 When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on 28 December.
- 31.4 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof will be observed on the next Monday.
- 31.5 Where in the State, public holidays are declared or prescribed on days other than those set out in this clause, those days will constitute additional holidays for the purpose of this award.
- 31.6 An employer and their employees may agree to substitute another day for any prescribed in this clause. For this purpose, the consent of the majority of affected employees will constitute agreement.
- 31.6.1 If an employee is a member of a union bound by the award, the employee may be represented by the union in meeting and conferring with the employer about the implementation of the facilitative provisions.
- 31.6.2 An agreement pursuant to 31.6 will be recorded in writing and be available to every affected employee.
- 31.7 All employees who work on a public holiday, whether part of an ordinary roster or work cycle, or not part of a roster cycle, will be paid at the rate of double time, with a minimum payment as for four hours.
- 31.8 An employee whose rostered time off falls on a public holiday as provided for in this clause will be allowed an additional day off at a time to be agreed between the employer and the employee or be paid an additional days pay in lieu thereof within seven days of the holiday.

32. Leave for Consultation Meetings

Each employer will allow his/her employees to attend meetings to discuss industrial matters without loss of ordinary pay provided the following conditions are observed:

- 32.1 At least fourteen days notice of such meeting is given to the employer.
- 32.2 The meetings will be held on Mondays, not public holidays and will conclude by 12:30 p.m.
- 32.3 The employer is only obliged to pay wages for the period that the employee was rostered for duty.
- 32.4 The employer is only obliged to pay wages for the period of the meeting if the employer is in receipt of satisfactory evidence of the employee's attendance at the meeting.
- 32.5 The employer is not obliged to pay wages for more than two such meetings in any calendar year in each State.

PART 8

TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK**33. Travelling**

- 33.1 An employee required by the employer to travel will be reimbursed up to his/ her actual cost of an economy class airfare or equivalent to the destination. This provision will not apply where the employer provides and the employee elects to use employer provided transport.
- 33.2 When travelling on duty, an employee will be paid the full prescribed rate of pay for the whole period of the tour from the time of leaving the place of engagement at the beginning of the tour until the employee returns to that place of engagement at the end of the tour. Broken weeks at the beginning or end of the tour will be paid pro rata and the days of departure and return other than a Sunday, each to be counted as one day worked:
- 33.3 Provided that if either of such days be Sunday, 33.4 will apply to that day.
- 33.4 If an employee engaged by the week is required by the employer to travel on a Sunday the employee will, unless paid in pursuance of 24 - Sundays for working on a Sunday, be paid for travelling, one-tenth of the prescribed per week rate in addition to the travelling allowance payable in respect of the Sunday.
- 33.5 If an employee engaged by the week is on tour and, on any calendar day on which the employee is required to work at a performance held on that day, is also required to travel during any time between 8.00 a.m. and 5.00 p.m. one half of the travelling time will be counted as time worked, providing the maximum number of hours so paid, will be four.
- 33.6 On the day a tour's journey begins the employer will be entitled to the ordinary services of the employee during so much of the day the employee is not travelling.
- 33.7 On the day a tour's journey ends the employer will be entitled to the ordinary services of the employee up to 5.00 p.m. during so much of the day as the employee is not travelling and if the employee fails without reasonable cause to attend when requested for such service, the employer will be entitled to deduct payment proportionate to the time during which the employee so fails to attend.
- 33.8 Accommodation
- 33.8.1 Where an employee is required to travel the following provisions will apply with respect to accommodation.
- 33.8.2 Travel period less than one week - Where the period of travel is one week or less an allowance per night as set out in Item 14 of Table 2 - Other Rates and Allowances of Part 9 - Monetary Rates of this Award will be payable provided that such allowance will not be payable where the employer provides suitable accommodation.
- 33.8.3 Travel period greater than one week - The employer will pay to each employee a cash allowance per week as set out in Item 15 of the said Table 2 or an amount per night as set out in Item 16 of the said Table 2 up to the maximum weekly allowance. Where this allowance is payable it should be paid in advance up to a maximum of one week. Provided that:
- 33.8.4 The above allowance is not payable:
- (a) Where the employer provides suitable accommodation.
 - (b) If the employer elects not to provide accommodation and the employee elects to accept reimbursement of the expenses of such accommodation up to the maximum limits as set out in Table 3 - Reimbursement of Expenses of Part 9 - Monetary Rates of this award.
 - (c) Shared accommodation

- (i) Where an employer and employees agree in writing, shared accommodation may be provided by the employer. The employer will retain a copy of any such agreement.
- (ii) Where the employer is not providing accommodation and employees agree in writing to share accommodation, the reimbursement limits set by this clause will be increased by 25% in respect of such shared accommodation. A copy of such agreement will be retained by the employer.
- (iii) Where there are special circumstances which an employer considers preclude him/her from being able to provide suitable accommodation the employer and employee may agree to shared accommodation without additional payment.

33.8.5 Reimbursement will be made weekly or at such longer intervals as the employer and employee agree and will be made upon presentation by the employee of a receipted account for the accommodation or such other arrangements as are agreed between the employer and the employee.

33.8.6

- (a) In lieu of the provisions of 33.8.4(a) and 33.8.4(b), an employee may elect to take a cash allowance per week as set out in Item 17 of the said Table 2 or an amount per night as set out in Item 18 of the said Table 2 up to a maximum of the weekly cash allowance.
- (b) Where an employee elects to take this allowance it will be paid in advance up to a maximum of one week.

33.8.7 Any dispute as to the operation of this clause or as to whether accommodation provided by an employer is suitable accommodation as is required by this clause will be dealt with in accordance with 11 - Dispute resolution.

33.8.8 When any travel in excess of one week in duration is required as much notice as is practicable will be given to employees. Such notice will also include, where the employer is providing accommodation in accordance with this clause the details of the accommodation to be provided. The employee will indicate within fourteen days of the offer of accommodation whether they propose to accept the offer unless impractical to do so in the circumstances.

33.9 Meals - An employee required to travel will be an allowance for meals per day as set out in Item 19 of the said Table 2 to a maximum amount per week as set out in Item 20 of the said Table 2. Provided that such allowances will not be paid where the employer provides meals of a satisfactory nature.

33.10 Incidentals - An employee required to travel will be paid an allowance for incidentals per day as set out in Item 21 of the said Table 2 to a maximum amount per week as set out in Item 22 of the said Table 2.

33.11 Eligibility

33.11.1 The provisions of 33.8, 34.9 and 33.10 above will not apply:

- (a) with respect to an employee who is engaged to work at a single location away from the employees place of residence for a specific period of twelve months or more.
- (b) where an employee is engaged on a local show.

33.11.2 An employer will not knowingly engage on a local show, an employee whose place of residence is not in the local area.

33.11.3 The provisions of this clause will be applicable as though the place of residence of the employee or prospective employee had been correctly stated, where an employer:

- (a) avoids or seeks to avoid the operation of this clause by inducing any employee or prospective employee to misrepresent the employees' place of residence; or
- (b) engages an employee where the employer knows that the place of residence of an employee or prospective employees has been misrepresented.

PART 9 - MONETARY RATES

Table 1 - Rates of Pay

	Previous Rate \$ State Wage Case 2024 (3.75%) from first full pay period 1 September 2024	Current Rate \$ State Wage Case 2025 (3.50%) from first full pay period 1 September 2025
Theatrical Employee Level 1	915.91	947.97
Theatrical Employee Level 2	970.17	1,004.13
Theatrical Employee Level 3	1,012.80	1,048.25
Theatrical Employee Level 4	1,077.76	1,115.48
Theatrical Employee Level 5	1,112.94	1,151.89
Theatrical Employee Level 6	1,179.97	1,221.27
Theatrical Employee Level 7	1,250.27	1,294.03

Table 2 - Other Rates and Allowances

Item No.	Clause No.		Previous Rate \$ State Wage Case 2024 from first full pay period 1 September 2024	Current Rate \$ State Wage Case 2025 from first full pay period 1 September 2025
1	19.1.1	Heads of Department Supplying Own tools	13.15	13.61
2	19.1.1	Other Employees providing basic tools	1.36	1.41
3	19.2	Laundry Allowance - Blouses and Shirts	4.00	4.14
4	19.2	Laundry Allowance - Other Garments	10.39	10.75
5	19.2	Laundry Allowance - Other than weekly employees	3.19	3.30
6	19.2	Laundry Allowance - Other Employees Maximum per week	14.47	14.98
7	19.3	Front of House - Shoes other than black	2.60	2.69
8	19.3	Front of House - Shoes other than black maximum per week	6.60	6.83
9	19.4.1(a)	Costume more unusual than reasonably necessary engaged by the week	9.89	10.24
10	19.4.1(b)	Costume more unusual than reasonably necessary - other than engaged by the week	1.97	2.04
11	19.5.1	Allowance per recording	164.14	169.88
12	22.5	Meal Allowance	12.67	13.11
13	22.6	Meal Allowance	19.27	19.94
14	33.8.2	Travel period less than one week	230.56	238.63
15	33.8.3	Travel period greater than one week - per week	805.45	833.64

16	33.8.3	Travel period greater than one week -per night	161.13	166.77
17	37.8.6(a)	Cash Allowance per week	805.45	833.64
18	37.8.6(b)	Cash Allowance per night	161.13	166.77
19	33.9	Meals - per day	70.64	73.11
20	33.9	Meals - maximum per week	353.28	365.64
21	33.1	Incidentals - per day	22.79	23.59
22	33.1	Incidentals - maximum per week	113.98	117.97

Table 3 - Reimbursement of Expenses

Destination	Previous Rate \$ State Wage Case 2024 (3.75%) from first full pay period 1 September 2024	Current Rate \$ State Wage Case 2025 (3.50%) from first full pay period 1 September 2025
Sydney and Melbourne	1,385.72	1434.22
Adelaide, Hobart, Perth and Brisbane	1,048.08	1084.76
Canberra	1,222.09	1264.86
Other Places	955.32	988.76

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(1944)

SERIAL C10143

HEALTH EMPLOYEES' TECHNICAL OFFICER TO HOSPITAL SCIENTIST CONVERSION INTERIM AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 59706 of 2025)

AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 24 April 2026.

M. WELCH, *Industrial Registrar*

Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C10131	9 April 2026	1 September 2025	399	503
C10132	9 April 2026	2 April 2026	399	504

REVIEWED AWARD

Arrangement

Preamble
Definitions
Operative clauses

Clause No. Subject Matter

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2. Transition Committee
3. Conversion request criteria
4. Request requirements
5. Entitlement & refusal
6. Conversion date
7. Notification of refusal
8. Referral to Transitional Committee
9. Deemed referral to Transitional Committee
10. Transitional Committee convening
11. Decisions of Transitional Committee
12. Notification of dispute to IRC
13. Time for notification to be made
14. Deemed conversion where no decision
15. Deemed conversion where no notification to IRC
16. Date of conversion where IRC determines
17. Refused requests and delay of any further request
18. Agreed extensions of time
19. Matters potentially relevant to refusal

20. Matters not to be relied on for a refusal
21. Amendment of award to give effect to decisions
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Schedule A - Employees determined to be Hospital Scientists

Schedule B - Employees determined to be Technical Officers

Schedule C - Allowable Content of Application Form

Preamble.

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

Definitions

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

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

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

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

‘**Requisite Science Qualification**’ means:

- (A) the Diploma in Medical Technology of the Australian Institute of Medical Technologists (before 1973); or
- (B) a degree in science at Australian Qualifications Level 7 with subjects or a major predominantly relevant to pathology or, if employed in a non-pathology area, to the position to be employed in; or
- (C) a degree in science at Australian Qualification Level 7 with subjects or a major partially relevant to pathology or, if employed in a non-pathology area, the position employed in, and 2 years’ of experience as a Technical Officer or Hospital Scientist; or

- (D) a degree in Science at Australian Qualifications Level 7 and 3 years' of experience as a Technical Officer or Hospital Scientist; or
- (E) a qualification which has been assessed by the body appointed by the Commonwealth government to assess qualifications for skilled migration visas as meeting the qualification requirement of Medical Scientist ANZ234611; or
- (F) such qualifications and experience as the employer deems equivalent.

Application

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

Transition Committee

2. A peak level statewide Transitional Committee consisting of an equal number of Employer and Union representatives is to be established within a month of this Award being made unless otherwise mutually agreed between the parties.
 - a. The Employer and the Union are to have the right to select their representatives however the representatives (other than those exercising an administrative function, who will not hold a vote) must hold appropriate scientific qualifications and be classified as a Senior Hospital Scientist or Principal Hospital Scientist or equivalent.
 - b. Where no Senior or Principal Hospital Scientist is available to sit on the Transitional Committee, a Hospital Scientist- with at least 8 years' experience as a Hospital Scientist- may sit on the Transitional Committee with agreement from the Employer and Union. Agreement will not be unreasonably withheld.
 - c. An employee of the Union may attend as an observer if requested by a member of the Transitional Committee. Any such observer is not to participate in or interfere with the conduct of the Transitional Committee.

Conversion. Request Criteria

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

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

Request. Requirements

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

Entitlement. & Refusal

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

- b. the Technical Officer fails to provide the information required under clause 4.

Conversion. Date

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

Notification. of Refusal

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

Referral. to Transitional Committee

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

Deemed. Referral to Transitional Committee

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

Transitional. Committee Convening

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

Decisions. of Transitional Committee

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

Notification. of Dispute to Irc

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

Time. for Notification to be Made

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

Deemed. Conversion Where No Decision

- 14. Subject to clause 18, in the event that the Transitional Committee does not make a decision within 1 calendar month of the Transitional Committee being required to convene under clause 10, 14 days after that date the Technical Officer will be deemed converted to Hospital Scientist effective the date of the

request being made, unless the Employer notifies the matter to the Industrial Relations Commission or the Technical Officer withdraws their conversion request within that 14 day period.

Deemed. Conversion Where No Notification to Irc

15. If:
- a. the Transitional Committee decides that the Employer's refusal of a conversion request was not fair and reasonable in all the circumstances; and
 - b. no notification to the Industrial Relations Commission is made within the period specified in clause 13;
- then the Technical Officer will be deemed converted to a Hospital Scientist effective the date the conversion request was made.

Date. of Conversion Where Irc Determines

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

Refused. Requests and Delay of Further Requests

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

Agreed. Extensions of Time

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

Matters. Potentially Relevant to Refusal

19. Matters which are potentially relevant to whether the Employer's refusal of a conversion request was fair and reasonable in all the circumstances include, but are not limited to:
- a. the particular nature of the science qualification held by the employee;

- b. any gender disparity in pay within the laboratory or area worked, if any disparity exists;
- c. any effect on the Employer's ability to attract and retain skilled staff in the laboratory or area worked, where there are attraction and retention issues;
- d. the nature of the laboratory or area worked, and the nature and volume of work performed where the employee currently works including duties performed by staff in the laboratory or area worked, technology and equipment used;
- e. the experience, skills, training and other qualifications of the employee;
- f. the performance of the employee;
- g. the employee's work experience and duration of the employment; and/or
- h. the staffing numbers and skills mix in the laboratory or area where the employee currently works.

Matters. Not to be Relied on for a Refusal

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

Amendment. of Award to Give Effect to Decisions

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

Withdrawal. of Requests

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

Implementation. Process

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

- g. consult with the Union regarding the above.

Application. Form to be Agreed & Content of Form

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

Employees. Not to be Worse Off

25. Employees will not be worse off by reason of this Award, in that:
- a. the conversion of a Technical Officer to a Hospital Scientist by way of this Award will be subject to a transitional arrangement; and
 - b. the transitional arrangement will be as such to ensure there is no detriment to the Technical Officer in them converting to a Hospital Scientist in respect of rate of pay.

Dispute. Resolution

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

Commencement. and Nominal Expiry

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

Award. to be Reviewed

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

Union. Not to Pursue Particular Disputes

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

Employer. Not to Withdraw, Alter Or Withhold Duties

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

No. Prevention of Direct Hire as Hospital Scientists

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

Classification. Attached to Person Not Position

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

Backdating. of Early Applications

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

Schedule A - Employees determined to be Hospital Scientists

Name	Date of decision
Evonne Keryakous	1 September 2025

Schedule B - Employees determined to be Technical Officers

Name	Date of decision
Sinead Davidson	2 April 2026
Nilay Shah	2 April 2026

Schedule. C - Allowable content of application form

- Name:
- Assignment number:
- Date of conversion request:
- Current FTE:
- Cost centre (if known):
- Current classification (including grade and year increment e.g. Technical Officer Grade 2 Year 3):
- Location of work (including laboratory and department):
- Area of work (e.g. microbiology):
- Qualification/s (including name, university and year completed):
- Copy of qualification certificate and transcript attached:
- Where relevant to requisite science qualification, memberships or assessments of professional bodies (certificate or letter attached):
- Experience relevant to classification/relevant science qualification:

Date of commencement with NSW Health as a Technical Officer:

Date and location/area of work as a Technical Officer (or above):

Statement of service, statutory declaration or similar evidence attached for positions outside of NSW Health:

- Agreement to perform the duties of a Hospital Scientist as determined by the Employer and, if available to the employee, the relevant Hospital Scientist position description:
- Other information the employee would like to add in support of their conversion request:
- Additional further information as agreed between the Union and Employer.

M. WELCH, *Industrial Registrar*

Printer by the authority of the Industrial Registrar

**KINDERGARTENS AND CHILD CARE CENTRES, &c. (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C10070 published 27 November 2025

(398 I.G. 1050)

(Case No. 288955 of 2025)

CORRECTION

1. Delete the row of CCW, Step 2 of Table 1C - New Wages - Child Care Classifications in Pres-Schools of Part B, Monetary Rates and insert in lieu thereof the following:

	2	1,016.40	1,052.00
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M. WELCH *Industrial Registrar.*

Printed by the authority of the Industrial Registrar.

(482)

SERIAL C10138

KINDERGARTENS AND CHILD CARE CENTRES, &C. (STATE) AWARD**Award Reprint**

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the corrections set out in the schedule, is correct as at the latest date of effect therein mentioned.

M. WELCH, *Industrial Registrar*

Schedule of Corrections Incorporated

Correction Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C10134				
C10070	27 November 2025	1 July 2025	398	1050

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

Clause No.	Subject Matter
1.	Arrangement
2.	Name of Award
3.	Definitions
4.	Contract of Employment
4A.	Secure Employment Provisions
5.	Hours
6.	Implementation of 38 Hour Week
7.	Rostered Days Off Duty
8.	Classification Structure
9.	Wages
10.	Additional Rates and Allowances
11.	Saturday and Sunday Work
12.	Overtime
13.	Make up Time
14.	Payment of Wages
15.	Miscellaneous Conditions
16.	Job Sharing
17.	Relieving in Other Positions
18.	Sick Leave
19.	Public Holidays
20.	Annual Leave
21.	Annual Leave Loading
22.	Long Service Leave
23.	Parental Leave
24.	Personal Carers Leave
25.	Bereavement Leave
26.	Jury Service

27. Redundancy
28. In Service: Preschools and OOSHC Centres
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31. Examination and Study Leave
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33. Superannuation
34. Anti-Discrimination
35. Dispute Settling Procedure
36. Salary Packaging
37. Area Incidence and Duration

PART B

MONETARY RATES

Table 1A - Wages - Support Worker Classifications

Table 1B- New Wages - Child Care Classifications Long Day Care

Table 1C - New Wages - Child Care Classifications Pre-Schools

Table 2 - Additional Rates and Allowances

Appendix A - Record of Casual Employment

Appendix B - Parental Leave

2. Name of Award

This Award will be known as the Kindergarten and Child Care Centres (State) Award.

3. Definitions

- (i) Full-Time Employee - means an employee employed and paid by the week subject to clause 4, Contract of Employment and subclause 5(i) of the award.
- (ii) Part-time Employee - means an employee who works a constant number of ordinary hours less than the ordinary number of hours prescribed for full-time employees in subclause (i) of this clause and subclause 5(i) of the award.
- (iii) Casual Employee - means an employee engaged and paid as such.

Notation: Certain casual employees may have rights to make an election to convert their employment under the provisions of clause 4A of this award.

- (iv) Temporary Employee
 - (a) means an employee engaged to work full-time or part-time for a specified period which is not more than two years but not less than 20 days.
 - (b) Such employees will be engaged solely for the following specified purposes:
 - (1) to replace existing employees proceeding on annual leave, maternity leave, long service leave, workers compensation or leave without pay;
 - (2) to occupy specially funded positions;
 - (3) to occupy positions approved by the Department of Community Services which vary a centre's licence;

- (4) to occupy positions resulting from seasonal employment fluctuations in a locality;
- (5) to occupy positions resulting from increases in enrolments.

Notation: Employees engaged pursuant to (4) and (5), above, will not be engaged in such a way that would displace existing employees or future permanent employees.

- (v) Day - means the period from midnight to midnight.
- (vi) Union - means United Workers' Union, New South Wales Branch.
- (vii) Night Shift - means any shift finishing subsequent to midnight and at or before 8.00am or any shift commencing at or after midnight and before 5.00am.
- (viii) Afternoon Shift - means any shift finishing after 6.30pm and at or before midnight.
- (ix) Early Morning Shift - means any shift commencing at or after 5.00am and before 6.30am.
- (x) Night Shift, Non-rotating - means any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the employee at least one third of the employee's working time off night shift in each roster cycle.

4. Contract of Employment

- (i)
 - (a) All employees will be engaged on a probationary period of three months.
 - (b) The employment of a full-time or part time employee may be terminated by the prescribed notice period set out below given by either party or by the payment or forfeiture, as the case may be, of the appropriate wages in lieu of such notice. This will not affect the right of an employer to dismiss any employee without notice for misconduct and in such cases wages will be paid up to the time of dismissal only.

Period of Continuous Service	Service Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, will be entitled to an additional week's notice.

- (ii) Payment During Vacations: Notwithstanding the foregoing provisions, where an establishment is closed during a vacation period and no work is available, an employee will be paid the ordinary rate of pay during such a period provided that during the Christmas vacation only an employee with insufficient credit of annual leave to maintain the ordinary rate of pay during the said vacation period may be stood down without pay for a maximum of four weeks.

Provided further that where the employment of an employee is terminated by the employer in accordance with the provisions of this clause through no fault of the employee during the vacation, and such employee whose services are so terminated is re-employed by the same employer before the expiration of two weeks after the commencement of the next term, the contract of employment will not be deemed to have been broken for the purposes of the *Long Service Leave Act 1955*. Any period of non-employment of any such employee who is so re-employed will not count as qualifying service for the purposes of such Act.

- (iii) The employment of a casual employee may be terminated by one hour's notice.

- (iv) Upon request by an employee, the employer will give an employee a signed statement of service upon termination. Such statement will certify the period of commencing and ceasing employment and the class of work upon which the employee was employed. Note: with respect to casual employees, see paragraph (e) of subclause (i) of clause 8, Classification Structure, of this award.
- (v) Employees terminating employment will be paid all wages and other monies due at the time of termination, including any payments which may be due in lieu of annual leave and/or long service leave.
- (vi) Flexibility of Work
 - (a) An employer may direct an employee to carry out such duties as are within the limits of the employee's skills, competence and training consistent with the classification structure of this award, provided that such duties are not designed to promote de-skilling.
 - (b) Persons employed as Child Care Workers may be required to assist with duties incidental to their primary contact care role.
 - (c) Any direction issued by an employer will be consistent with the employer's responsibilities to provide a safe and healthy working environment.

4a. Secure Employment Provisions

- (i) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

- (ii) Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months will subsequently have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee will give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph (ii)(a), upon receiving notice under paragraph (ii)(a) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer must consent to or refuse the election, but must not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so will be fully stated and discussed with the employee concerned, and a genuine attempt must be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

(e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.

(f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (ii)(c), the employer and employee will, in accordance with this paragraph, and subject to paragraph (ii)(c), discuss and agree upon:

- (1) whether the employee will convert to full-time or part-time employment; and
- (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

(g) Following an agreement being reached pursuant to paragraph (e), the employee will convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it will be dealt with as far as practicable and with expedition through the disputes settlement procedure.

(h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

(iii) Work Health and Safety

(a) For the purposes of this subclause, the following definitions will apply:

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

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

- (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause (iii) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (iv) Disputes Regarding the Application of this clause

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

- (v) 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.
- (vi) Exemption

The above mentioned casual conversion clause will not apply to persons who perform work pursuant to the *Technical and Further Education Commission Act 1990*.

5. Hours

- (i) Ordinary Working Hours - The ordinary working hours, inclusive of crib breaks, will not, without payment of overtime, exceed an average of thirty eight per week. Such hours will be worked as follows:
 - (a) Day Workers - Between the hours of 6.30 a.m. and 6.30 p.m., Monday to Friday inclusive. The above hours will be worked on each day in either one or two shifts provided that the total hours worked on any day does not exceed the applicable hours provided for in clause 6 Implementation of 38 Hour Week without payment for overtime.
 - (b) Shift Workers - Fixed shifts of a duration provided for in clause 6, Implementation of 38 Hour Week, to be worked on five days of the week, Monday to Sunday inclusive.
- (ii) Notification of Hours - The employer must, by legible notice displayed at some place accessible to the employees, notify the ordinary hours of commencing and ceasing work and the ordinary times of meal or crib breaks. Such hours, once notified, will not be changed without the payment of overtime except by seven days' clear notice to the employee, or by mutual agreement between the employer and employee to waive or shorten the notice period, or due to an emergency outside the employer's control.

Any dispute as to the existence of an emergency will be dealt with in accordance with the dispute settling procedure of this award.

Notation: An 'emergency' must be given its ordinary meaning. It is not to be understood to comprehend routine events, such as an employee having to remain at the end of their rostered hours, when a parent fails to arrive on time to collect a child. Such work, if required will involve overtime to which the award overtime provisions will apply.

Notation: For part time employees see subclause (iii) of clause 12, Overtime.

- (iii) Rest Pauses - All employees will be allowed a rest break of ten minutes per shift between the second and third hour from starting time and, if the work exceeds seven hours from starting time the employee will be allowed a further rest break of ten minutes, to be taken at a time mutually convenient to the

employer and the employees in the establishment concerned, subject to the provisions relating to the supervision of children under the *Children and Young Persons (Care and Protection) Act 1998*.

- (iv) Crib Breaks - Not more than thirty minutes nor less than twenty will be allowed to employees each day for a midday crib break between the fourth and fifth hour if such employee's shift exceeds five hours from commencement of work. Such crib breaks will be counted as time worked.

Provided however that employee may, by agreement with the employer, leave the premises during the crib break. Where such reasonable request has been made by an employee, the employer will give favourable consideration to any such request having regard to the provisions of the *Children and Young Persons (Care and Protection) Act 1998* relating to supervision of children. Such time away from the premises will not count as time worked nor will any payment be made for such time. A record of unpaid lunch periods will be kept in the Time and Wages records.

- (v) Unpaid Meal breaks for those employed on or after 28 August 2000. An employer may direct an employee engaged on or after 28 August 2000 to take an unpaid meal break of up to thirty minutes between the fourth and fifth hour of the employee's shift provided that the shift exceeds five hours and having regard to the provisions of the *Children and Young Persons (Care and Protection) Act 1998* relating to supervision of children. During this unpaid time, the employee may leave the premises.
- (vi) Unpaid Meal breaks for those employed prior to 28 August 2000. With the prior written agreement of the employee, an employer may direct an employee engaged prior to 28 August 2000 to take an unpaid meal break of up to thirty minutes between the fourth and fifth hour of the employee's shift provided that the shift exceeds five hours and having regard to the provisions of the *Children and Young Persons (Care and Protection) Act 1998* relating to supervision of children. The prior agreement of the employee will be recorded in the time and wages record. During this unpaid time, the employee may leave the premises.
- (vii) Employee performing duties during meal break. If an employee is required to perform duties during and unpaid meal break, the employee will be paid at time and one half for the time worked with a minimum payment as for fifteen minutes work. Where the employee works more than fifteen minutes, the payment will be as for thirty minutes.

6. Implementation of 38 Hour Week

6A. Ordinary Hours of Work

- (i) The ordinary hours of work must not exceed an average of 38 per week, as provided in clause 5, Hours, of this award.
- (ii) In respect of employees engaged prior to 28 August 2000, the 38 hour week is to be implemented by the working of a 19 day month in accordance with subclause 6B. Provided that, with the consent of the employee, the ordinary hours of work may be implemented in accordance with (b), (c), (d), or (e) of paragraph (iii) of this clause. The consent of the employee must be in writing and a notation of the consent will be kept in the time and wages record.
- (iii) In respect of employees engaged on or after 28 August 2000, ordinary hours of work in accordance with clause 5, Hours, of this award, may be implemented in one of the following ways:-
 - (a) by working a 19 day month; or
 - (b) by working 3 x 10 hour shifts and 1 x 8 hour shift per week; or
 - (c) by working 4 x 9.5 hour shifts per week; or
 - (d) by working 5 x 7.6 hour shifts per week; or
 - (e) by working 4 x 8 hour shifts and 1 x 6 hour shift per week.

6B. 19 Day Month

- (iv) An employee will accrue two hours per week or 0.4 of an hour (i.e., 24 minutes) for each eight hour shift or day worked, to give an entitlement to take an accrued rostered day off in each four week cycle as though worked.
- (v)
 - (a) Each day of paid leave taken (including annual leave but not including long service leave or any period of paid or unpaid stand-down as provided in subclause 4(ii) of this award) and any public holiday occurring during any cycle of four weeks will be regarded as a day worked for accrual purposes. Provided however that accrued days off will not be regarded as part of annual leave for any purpose.
 - (b) Notwithstanding the provisions of subparagraph (a) of this paragraph, an employee will be entitled to no more than 12 paid accrued days off in any twelve months of consecutive employment.
 - (c) An employee who has not worked a complete four week cycle in order to accrue a rostered day off, will be paid a pro rata amount for credits accrued for each day worked in such cycle payable for the rostered day off or, in the case of termination of employment, on termination, (i.e. an amount of 24 minutes for each 8 hour day worked).
- (vi) Subject to paragraph (v) of this clause, an employee will accrue an entitlement to rostered days off in any twelve months of consecutive employment to the extent provided in the following table:

Number Of Weeks Establishment Open Per Year	Accrued Days Off Per Year
41 weeks	10.25
42 weeks	10.50
43 weeks	10.75
44 weeks	11.00
45 weeks	11.25
46 weeks	11.50
47 weeks	11.75
48 weeks - 52 weeks	12.00

6C. Implementation of 19 Day Month

- (vii) By mutual agreement between the employer and employee concerned, the employer may fix one work day in every fourth week as an accrued rostered day off to the extent of such rostered days off accrued in accordance with paragraph (vii) of this subclause 6B; or Accumulation
- (viii) Establishments Operating 48 - 52 Weeks

The employee may accrue sufficient accrued days off to enable such days to be taken as rostered days off to a maximum block of five (5) days at any one time in any twelve (12) months of consecutive employment, and provided that no two (2) blocks of rostered days off will follow on consecutively.

The employee will take such rostered days off by mutual agreement with the employer.

- (ix) Establishments Operating 41 - 47 Weeks

Accumulated rostered days off will be taken during non-term time, including but not limited to the period of paid stand-down provided in subclause 4(ii) of this award.

6D. Part Time Employees

- (a) A part time employee as defined in clause 3 (ii) of this award who is regularly rostered to work ordinary hours over five days per week will accrue an entitlement to rostered days off in the same ratio of weeks worked to accrued days as set out in subclause (vi) of this clause. A part time employee may choose to be paid the appropriate higher hourly rate (that is a rate based on a 38-hour divisor, as set out in clause 7(ii) in lieu of accruing an entitlement to rostered days off subject to mutual agreement between employer and employee. A notation of such agreement will be kept in the Time and Wages Records.

Provided that in respect of part time employees engaged on or after 28 August 2000, the employer may require that such employee be paid the higher rate in lieu of the rostered day off.

- (b) Where rostered days off are taken the provisions of subclause 6C of this clause will apply.
- (c) A part-time employee as defined in subclause (ii) of clause 3, Definitions, who works less than five days per week will be paid for all hours worked (on the basis of a 38-hour divisor) subject to subclause (iv) of clause 9, Wages, in lieu of an entitlement to rostered days off subject to mutual agreement between the employer and the employee/s.

6E. Casual Employees

A casual employee as defined in subclause (iii) clause 3, Definitions, will be paid for all hours worked subject to subclause (v) of clause 9, Wages, in lieu of an entitlement to accrued days off prescribed by this clause.

7. Rostered Days Off Duty**(i) Rostering**

- (a) Notice - Except as provided in paragraph (b), an employee will be advised by the employer at least four weeks in advance of the day or days he or she is to be rostered off duty.
- (b) Substitution - An individual employee with the agreement of the employer may substitute the day he or she is rostered off duty for another day.
- (c) Payment of Wages - Subject to clause 14, Payment of Wages, of this award, where an employee is paid by cash or cheque and such employee is rostered off duty on a day which coincides with pay day, such employee will be paid no later than the working day immediately following pay day.
- (d) Accumulation - Rostered days off may accumulate in accordance with subclause (iv) of clause 6, Implementation of 38 Hour Week, of this award.

- (ii) Payment of Rostered Days Off - For every ordinary hour paid for, payment to the employee of one twentieth (5%) of the hourly rate will be withheld by the employer and then paid in the pay week in which the employee's rostered day off is taken. Notation: The withholding of payment for rostered days off for part time employees may also be implemented by applying a divisor of 40 in lieu of a 38 divisor to the appropriate full time rate of pay used to determine the part time rate applicable.
- (iii) Rostered Day Off Falling on a Public Holiday - Where an employee's rostered day off falls on a public holiday the employee and the employer will agree to the substitution of an alternative day off. Provided however that where such agreement is not reached the substituted day may be determined by the employer.
- (iv) Sick Leave and Rostered Days Off - An employee is not eligible for sick leave in respect of absences on rostered days off as such absences are outside the ordinary hours of duty.

- (v) Bereavement & Rostered Days Off - An employee will not be entitled to payment for Bereavement leave in respect of absences on rostered days off as such absences are outside the ordinary hours of duty.
- (vi) Work on Rostered Day Off - Except as provided in paragraph (b) of subclause (i) of this clause, any employee required to work on a rostered day off will be paid in accordance with the provisions of clause 12, Overtime, of this award and an alternative day will be granted as a rostered day off.

8. Classification Structure

(i) Implementation of Classification Structure

- (a) The employer will determine the appropriate classification for each position in the service having regard to the needs of the service. The employer may choose not to appoint anyone to a particular classification in the Award, subject to the provisions of the *Children and Young Persons (Care and Protection) Act* 1998 and/or the Children's Services Regulations 2004.
- (b) An employee will be appointed to the position and the corresponding classification in this award having regard to the duties required by the employer to be undertaken by the employee, the qualifications of the employee and the employee's length of service.
- (c) An employee will commence on the step in the appropriate classification commensurate with the number of years of employment in early childhood and child care services for children aged 0 - 12 years whether conducted by the employer or not and will progress thereafter in accordance with the award.

Progression through the steps of each classification in this clause for part-time and casual employees will be based on full-time equivalent service.

- (d) Calculation of Employment: When calculating employment for the purposes of this clause, one year of employment may be deducted for every period of five year's absence from early childhood and child care services.
- (e) Employment History on Engagement:
 - (1) Full time or Part time employees - upon engagement, an employee will establish the employee's employment history in early childhood and child care services for the purposes of determining, where necessary, the appropriate step applicable under the classification structure set out in subclause (ii) of this clause.
 - (2) Casual employees - a casual employee will maintain and keep up to date a record of employment as set out in Appendix A of this award. Such record will be signed by the employer at the conclusion of each period of casual employment.
- (f) An employee may apply for a higher classification when a position becomes available in the service subject to the employee possessing the requisite qualifications and appropriate selection procedures for the particular service being followed.
- (g) Any dispute in relation to the implementation of the classification structure will be dealt with in accordance with clause 35, Dispute Settling Procedure, of this award.
- (h) Translation
 - (1) Existing employees whose duties fall within the classification structure set out in this award should confer with their employer and seek to reach agreement on any translation that may apply to the employee's classification as a result of the introduction of new classifications in this award.
 - (2) Employees will translate to new classifications, if applicable, on the basis of the following principles:

where an existing employee retains their existing classification, they will retain their current incremental position in that classification based on their years of experience in the industry;

where an existing employee is subsequently reclassified to a higher classification, they will be paid at the rate for the classification to which they are appointed to in accordance with 8(i)(c).

Co-ordinators will be classified according to their qualifications, the service type, and the number of licensed child care places.

New employees will be classified and paid according to the appropriate table in Part B Monetary Rates of this award.

(ii) Classification Structure

An employer will classify the position to which an employee is appointed in accordance with the following structure:

Child Care Support Worker (as defined)

Child Care Support Worker (Qualified Cook) (as defined)

Child Care Worker (as defined)

Step	
1	on engagement without early childhood or child care service
2	after 1 year's employment in this classification, or the satisfactory completion of an AQF Certificate III in Children's Services (with less than 12 months employment in an early childhood or child care service)
3	after 2 year's employment in this classification
4	after 3 year's employment in this classification
5	after 1 year's employment in this classification, in addition to the satisfactory completion of an AQF Certificate III in Children's Services.

Advanced Child Care Worker (as defined)

Step	
1	on engagement with early childhood or child care service
2	after 1 year's employment in this classification
3	after 2 year's employment in this classification

Advanced Child Care Worker (Qualified) (as defined)

Step	
1	on engagement with early childhood or child care service
2	after 1 year's employment in this classification
3	after 2 year's employment in this classification
4	required to supervise other Associate Diploma or Diploma qualified employees within the group they have responsibility for

Assistant Co-ordinator (as defined)

Assistant Co-ordinator Qualified (as defined)

Co-ordinator (as defined)

Level		
1	OOSH	on engagement with an Out Of School Hours centre

2	LDC/Pre-School	on engagement with long day care or Pre-School service up to 29 licensed places
3	LDC/Pre-School	on engagement with long day care or Pre-School service up to 69 licensed places.
4	LDC/Pre-School	on engagement with long day care or Pre-School service with 70 licensed places or more.

Co-ordinator Qualified (as defined)

Level		
1	OOSH	on engagement with an Out Of School Hours Centre
2	LDC/Pre-School	on engagement with long day care or Pre-School service up to 29 licensed places
3	LDC/Pre-School	on engagement with long day care or Pre-School service up to 69 licensed places.
4	LDC/Pre-School	on engagement with long day care or Pre-School service with 70 licensed places or more.

- (iii) Child Care Support Worker means an employee appointed by the employer to perform some or all of the following duties:

assisting a qualified cook;

laundry work;

cleaning;

gardening;

cooking (where the employee is unqualified);

driving (as part of other duties);

handy work; and

other duties as required by the employer as are within the knowledge, skills and capabilities of the carer, including duties at a higher classification; provided that this does not promote de skilling.

- (iv) Child Care Support Worker (Qualified Cook) - means an employee who holds basic qualifications in cooking, and who is appointed by the employer to cook meals in the service. An employee in this classification may be required by the employer to perform other duties as required by the employer as are within the knowledge, skills and capabilities of the employee including duties at a higher or lower classification; provided that this does not promote de skilling.
- (v) Child Care Worker - means a carer appointed by the employer to contribute to the development of and assist in the implementation of the child care program under the general direction of and responsible to a supervisor who is regularly present with the group of children. Qualifications are not required for Steps 1 to 4.
- (a) An employee who has completed an AQF Certificate III in Children's Services will be paid no less than Child Care Worker Step 2.
- (b) An employee who has completed both an AQF Certificate III in Children's services and 12 months equivalent full-time service in a child care service, or has successfully completed an approved Certificate III traineeship of no less than 12 months duration, will be classified at Step 5.

- (c) An employee at this level is responsible for their own work and may be required by the employer to perform some or all of the following duties:
- positively interact with children, give each child individual attention and comfort as required;
assist to implement daily routines;
 - assist with ensuring a safe, healthy and clean indoor and outdoor environment for children;
 - supervise the activities of a group of children for short periods of time during the day;
work with other staff members to ensure the smooth running of the service subject to the service policies and procedures;
 - understand and work according to the service policies and procedures;
 - assist in the development and/or evaluation of the program;
 - assist in the observation and evaluation of the children's development;
 - assist with the recording of children's development and assist in planning for the ongoing development of the child;
 - communicate with parents as instructed;
 - attend to incidental cleaning and housekeeping or associated with individual and group activities, experiences and routines;
 - perform incidental administrative duties including but not limited to: completing receipts, signing deliveries, ruling up the roll, checking the roll and the like;
 - other duties as required by the employer as are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.
- (d) An employee at this level may be required by the employer to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998*.
- (e) Employees appointed to the position of child care worker, but required to perform the duties of an advanced child care worker, will be paid the higher rate applicable to that classification.
- (vi) Advanced Child Care Worker - means an unqualified carer appointed by the employer with the responsibility to develop, plan and implement the child care program. An employee at this level is responsible to the overall employer of a service and may be responsible for the direction of other staff within the group for which they have responsibility. An employee at this level may be required by the employer to perform some or all of the following duties:
- has direct responsibility for the management of a group or groups of children in conjunction with the employer of the service;
 - ensure the maintenance of a healthy and safe work environment;
 - ensure a safe, healthy and clean indoor and outdoor environment for children;
 - liaise with parents as to needs of the children and the service;
 - maintain appropriate and up-to-date records;
 - ensure that programs are planned, implemented and evaluated for each child in their care;
 - ensure that all regulations, licensing guidelines, service policies and procedures are observed;

carry out administrative duties which relate to effective room management and child care responsibilities;

other duties as required by the employer as are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

An employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended and administer first aid as required.

An employee at this level will be required to continue to demonstrate the skills and knowledge required for the position.

- (vii) Advanced Child Care Worker: Qualified - means a qualified carer who holds a Diploma in Children's Services, an Associate Diploma in Social Science (Child Studies) from TAFE or equivalent qualifications which are recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, appointed by the employer with the responsibility to develop, plan and implement the child care program. An employee at this level is responsible to the overall employer of a service and may be responsible for the direction of other staff within the group for which they have responsibility. An employee at this level may be required by the employer to perform some or all of the following duties:

has direct responsibility for the management of a group or groups of children in conjunction with the employer of the service;

ensure the maintenance of a healthy and safe work environment;

ensure a safe, healthy and clean indoor and outdoor environment for children;

liaise with parents as to needs of the children and the service;

maintain appropriate and up-to-date records;

ensure that programs are planned, implemented and evaluated for each child in their care;

ensure that all regulations, licensing guidelines, service policies and procedures are observed;

carry out administrative duties which relate to effective room management and child care responsibilities;

other duties as required by the employer as are within the knowledge, skills and capabilities of the carer including duties at a lower classification; provided this does not promote de skilling.

An employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, and administer first aid as required.

An employee at this level will be required to continue to demonstrate the skills and knowledge required for the position.

Advanced Child Care Worker Qualified Step 4 means a qualified carer who holds the Associate Diploma in Social Science (Child Studies), Diploma in Children's Services or equivalent qualifications which are recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, and who is appointed by the employer to a position where the employee is required to supervise other Associate Diploma or Diploma qualified employees within the group they have responsibility for.

- (viii) Assistant Co-ordinator - means carer appointed by the employer to perform administrative and management functions which assist in the co-ordination administration and management of a service, under direction from and responsible to a supervisor who is regularly present at the service. In addition to those of an Advanced Child Care Worker, an employee at this level may be required by the employer to perform some or all of the following duties:

Supervise, direct and co-ordinate the activities of groups of children across the service.

Co-ordinate and manage day-to-day staffing matters across the service.

Perform administrative duties which assist in the effective management of the service.

Ensure that groups within the service meet programming, planning administrative and regulatory requirements.

other duties as required by the employer which are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

An employee will not be regarded as working at this level for undertaking responsibilities such as evaluating and improving the activities of a service.

An employee will not be regarded as working at this level for relieving in a supervisory position to fill a temporary absence where the provisions of clause 17, 'Relieving Other Positions' of this Award apply.

An employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, and administer first aid as required.

- (ix) Assistant Co-ordinator Qualified means a carer who holds a Diploma in Children's Services, or an Associate Diploma in Social Science (Child Studies) from TAFE or equivalent qualifications which are recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, appointed by the employer to perform administrative and management functions which assist in the co-ordination administration and management of a service, under direction from and responsible to a supervisor who is regularly present at the service. In addition to those of an Advanced Child Care Worker Qualified, an employee at this level may be required by the employer to perform some or all of the following duties:

Supervise, direct and co-ordinate the activities of groups of children across the service.

Co-ordinate and manage day-to-day staffing matters across the service.

Perform administrative duties which assist in the effective management of the service.

Ensure that groups within the service meet programming, planning administrative and regulatory requirements.

other duties as required by the employer which are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

An employee will not be regarded as working at this level for undertaking responsibilities such as evaluating and improving the activities of a service.

An employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, and administer first aid as required.

- (x) Co-ordinator - means a carer appointed by the employer to co-ordinate, administer and manage a service. An employee at this level is required to perform all of the following duties:

be accountable to the employer for the administration of the service;

co-ordinate and manage the day-to-day operations of the service;

manage staff through liaison and consultation with the employer;

oversee and ensure the implementation and maintenance of a healthy, safe and clean environment for staff and children;

ensure day-to-day administrative tasks are completed appropriately, including requirements for funding and licensing;

ensure the Service adheres to all relevant regulations and licensing guidelines;

ensure all appropriate records are maintained;

liaise with and consult with parents regarding the needs of the children and the community;

liaise with management to ensure that all matters and procedures relating to government funding are complied with in accordance with appropriate guidelines and, where applicable, submissions for funding to relevant authorities are made and funds applied in accordance with the relevant guidelines and approvals;

assist with the preparation of budgets in consultation with the employer, making appropriate recommendations and manage service financial responsibilities within approved levels;

attend meetings as required by the employer consistent with position responsibilities.

In addition an employee may be required to perform some or all of the following duties:

develop, implement and evaluate service policies and procedures and ensure these and licensing conditions are met in consultation with the employer;

prepare and present reports regarding Service issues;

develop goals and directions for the service in consultation with staff and management in line with early childhood policy and practice;

ensure that Government guidelines on priority access to services are adhered to;

other duties as required by the employer which are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

An employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, and administer first aid as required.

- (xi) Co-ordinator: Qualified means a qualified carer who holds the Diploma in Children's Services, an Associate Diploma in Social Science (Child Studies) from TAFE or equivalent qualifications which are recognised under the *Children and Young Persons (Care and Protection) Act 1998* as amended, and who is appointed by the employer to co-ordinate, administer and manage a service. An employee at this level is required to perform the following duties:

be accountable to the employer for the administration of the Service;

co-ordinate and manage the day-to-day operations of the service;

manage staff through liaison and consultation with the employer;

oversee and ensure the maintenance and implementation of a healthy, safe and clean environment for staff and children;

ensure day-to-day administrative tasks are completed appropriately, including requirements for funding and licensing;

ensure the Service adheres to all relevant regulations and licensing guidelines;

ensure all appropriate records are maintained;

liaise with and consult with parents regarding the needs of the children and the community;

liaise with management to ensure that all matters and procedures relating to government funding are complied with in accordance with appropriate guidelines and, where applicable, submissions for funding to relevant authorities are made and funds applied in accordance with the relevant guidelines and approvals;

assist with the preparation of budgets in consultation with the employer, making appropriate recommendations and manage service financial responsibilities within approved levels;

attend meetings as required by the employer consistent with position responsibilities.

In addition an employee may be required to perform some or all of the following duties:

acts as Authorised Supervisor in accordance with the *Children and Young Persons (Care and Protection) Act* 1998 as amended, where required by the employer;

develop, implement and evaluate Service policies and procedures and ensure these and licensing conditions are met in consultation with the employer;

prepare and present reports regarding service issues;

develop goals and directions for the service in consultation with staff and management in line with early childhood policy and practice;

ensure that government guidelines on priority access to services are adhered to;

other duties as required by the employer which are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.

An employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children and Young Persons (Care and Protection) Act* 1998 as amended, and administer first aid as required.

- (xii) Co-ordinator Level 1 (Out Of Schools Hours) - means a Co-ordinator (as defined) appointed to an OOSH service who does not hold a Diploma Children's Services, an Associate Diploma in Social Science (Child Studies), or equivalent qualifications which are recognised under the *Children and Young Persons (Care and Protection) Act* 1998 as amended.
- (xiii) Co-ordinator Level 2 - LDC / Pre School means a Co-ordinator (as defined) appointed to a Long Day Care or Pre School service of up to 29 licensed places.
- (xiv) Co-ordinator Level 3 - LDC / Pre School means a Co-ordinator (as defined) appointed to a Long Day Care or Pre School service of between 30 and 69 licensed places.
- (xv) Co-Ordinator Level 4 - LDC / Pre School means a Co-ordinator (as defined) appointed to a Long Day Care or Pre School service of 70 licensed places or more.
- (xvi) Co-ordinator Qualified Level 1 (Out Of School Hours) means a Co-ordinator Qualified (as defined) appointed to an OOSH service.

- (xvii) Co-ordinator Qualified Level 2 - LDC / Pre School means a Co-ordinator Qualified (as defined) appointed to a Long Day Care or Pre School service of up to 29 licensed places.
- (xviii) Co-ordinator Qualified Level 3 - LDC / Pre School means a Co-ordinator Qualified (as defined) appointed to a Long Day Care or Pre School service of between 30 and 69 licensed places.
- (xix) Co-ordinator Qualified Level 4 - LDC / Pre School means a Co-ordinator Qualified (as defined) appointed to a Long Day Care or Pre School service of 70 licensed places or more.

9. Wages

(i) Full-Time Employees

- (a) Rates: - The minimum rate of pay for the classifications as set out in clause 8, Classification Structure, of employees engaged in Long day Care Centres or services operating more than 41 weeks per year will be the rates as set out, in Tables 1B and 1C - Wages, of Part B, Monetary Rates.
- (b) Rates: - The minimum rate of pay for the classifications as set out in clause 8, Classification Structure, of employees engaged in Pre-Schools or services operating 41 weeks per year will be the rates as set out, in Tables 1B and 1D - Wages, of Part B, Monetary Rates.
- (c) The rates of pay in this award include the adjustments payable pursuant to orders made in the State Wage Case 2025. These adjustments may be offset against:

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

- (ii) Savings Clause - Leading Hand and First Aid Allowance: With the exception of employees classified as Co-ordinators under the new structure, an employee who is employed as at July 8, 1997 and who is currently appointed as a leading hand and/or appointed first aid attendant and is in receipt of an allowance for such appointment(s) will continue to receive the amount of such allowance(s), as an over award payment, whilst they continue in employment in that position with that employer.

(iii) Part time Employees:

- (a) Rates - For each hour worked during ordinary time, part-time employees will be paid the hourly equivalent of the minimum weekly wage prescribed by this award for the class of work performed by them.
- (b) Minimum Starts
 1. Child Care Support Worker. A part-time employee engaged as a Child Care Support Worker or Child Care Support Worker (Qualified Cook) working a single shift on any day will be paid a minimum of two hours for each start.
 2. Out of School Hours Care. A part-time employee working a single shift will be paid a minimum of two hours for each start.
 3. Broken Shift Workers. A part-time employee working a broken shift pursuant to paragraph (a) Day Workers of subclause (i) of clause 5, Hours, of this award, will be paid a minimum of two hours for each of the two shifts so worked.
 4. All other part-time employees will be paid a minimum of three hours for each start.

(iv) Casual Employees

- (a) Rates. Casual employees, for each hour worked during ordinary time will be paid the hourly equivalent of the minimum weekly wage prescribed by this award for the class of work performed by them, plus an additional amount of 15 per centum of the appropriate weekly rate. Casuals are entitled to annual leave payments under the *Annual Holidays Act 1944*. The employer must make the payment by adding an additional one twelfth of the ordinary time casual hourly rate to the aggregate ordinary pay after each engagement.

(b) Minimum Starts

1. Child Care Support Worker A casual employee engaged as a Child Care Support Worker or Child Care Support Worker (Qualified Cook) working a single shift on any day will be paid a minimum of two hours for each start.
2. Out of School Hours Care A casual employee working a single shift will be paid a minimum of two hours for each start.
3. Broken Shift Workers A casual employee working a broken shift pursuant to paragraph (a) Day Workers of subclause (i) of clause 5, Hours, of this award, will be paid a minimum of two hours for each of the two shifts so worked.
4. All other casual employees will be paid a minimum of three hours for each start.

- (v) The hourly rates for part-time and casual employees will be calculated to the nearest whole cent, any amount less than half a cent in the result to be disregarded.

- (vi) Juniors: Junior Child Care Workers employed will be paid the following percentages of the appropriate adult rate of pay specified for the classification under which the junior is engaged:

Age	Percentage (per week)
Under 17 years of age	70
At 17 years of age	80
At 18 years of age	90
At 19 years of age	100

The above mentioned percentages will be calculated to the nearest ten cents, provided however that any broken part of ten cents in the result less than five cents will be disregarded.

- (vii) Junior Employees (Special Conditions): Junior employees employed otherwise than in accordance with subclause (vii), of this clause, will be paid the appropriate adult rate of pay. The employment of junior employees is further subject to the following conditions:-

- (a) The ratio of juniors to adults employed in any capacity in any establishment will not exceed the following ratios -

Where up to 20 children are catered for - one junior to one adult.

Where over 20 children are catered for - one junior to two adults.

- (b) Junior employees engaged as trainee Advanced Child Care Worker will be required, as a condition of employment, to train as such employees will attend the Associate Diploma of Social Science (Child Studies) Course or such other technical college course as is necessary.
- (c) The employer will, in respect of each trainee Advanced Child Care Worker, pay all fees and charges necessary to attend and complete the said course and will, if necessary, allow the employee time off duty without deduction of pay to attend the said course.

10. Additional Rates and Allowances

- (i) Straight Shifts: The following additional allowances for shift work will be paid to employees in respect of work performed during ordinary hours for shifts as defined in subclauses (vii), (viii), (ix) and (x) of clause 3, Definitions, of this award:

	Percentage
Early morning shift	10%
Afternoon shift	15%
Night shift, rotating with day or afternoon shift	17.5%
Night shift, non-rotating	30%

- (ii) Broken Shifts - Employees working broken shifts as provided in paragraph (a) of subclause (i), of clause 5, Hours, will be paid the following additional allowances:
- (a) For each broken shift so worked - a shift allowance in accordance with Item 1 of Table 2, Additional Rates and Allowances, of Part B, Monetary Rates.
 - (b) Excess fares allowance - at the rate in accordance with Item 2 of the said Table 2.
- (iii) Uniform Laundry Allowance - In the event of an employee being required to wear a uniform such uniform will be provided by and laundered at the employer's expense, or, by mutual agreement, such employees will be paid a uniform laundry allowance, in accordance with Item 3 of the said Table 2.
- (iv) Cooks Uniform Laundry Allowance - Where an employer requires a cook to wear an ordinary white overall or wrap, coat, cap, apron and trousers, usually worn by cooks, such garments will be laundered either at the employer's expense or at the option of the employer, the employee will be paid a cooks uniform laundry allowance, in accordance with Item 4 of the said Table 2.
- (v) First Aid Certificate:
- (a) If an employer requires an employee who is not required to have a first aid certificate under the award definition of the classification, to obtain and/or maintain such a qualification, the employee will be allowed time off without loss of pay for the purpose of completing the course required. The cost of the course will be met by the employer.
 - (b) Employers who require employees to attend to medical procedures such as administering epi pens, suppositories and drip feeding will ensure staff are adequately trained in such procedures, before being required to undertake them. The cost of any such training will be met by the employer.
- (vi) Qualification Allowances
- (a) An employee who has completed successfully the Commercial Cookery Basic Training Course at TAFE or a course deemed by the employer to be an equivalent qualification, will be paid an additional allowance in accordance with Item 5 of the said Table 2, such amount will be part of the ordinary rate of pay for all award purposes.
 - (b) An employee who has completed successfully the Hotel and Restaurant Cookery Course at the Sydney Technical college or a course deemed by the employer to be an equivalent qualification, will be paid an allowance in accordance with Item 6 of the said Table 2, such amount will be part of the ordinary rate of pay for all award purposes.
 - (c) An employee will advise the employer of the date of completion of such course as specified in paragraph (a) and/or (b) of this subclause.
- (vii) The rate of pay for a Support Worker (Qualified Cook) provided for in subclause (i) of clause 9, Wages, of this award will include any allowance for the responsibility of directing or supervising the duties of an assistant cook when such is employed.

- (viii) Board and Lodging: An employer will not be compelled to board and/or lodge any worker but where board and/or lodging are provided the employer will be entitled to deduct in respect of all workers the following amounts:-
- (a) For full board of twenty-one (21) meals per week, an amount equal to 18.5 per cent of the adult basic wage.
 - (b) For full lodging for seven (7) days per week, an amount equal to 7 per cent of the adult basic wage.
 - (c) Where by mutual consent, part board and/or part lodgings are provided the deductions referred to in subclauses (a) and (b), of this clause, may be made on a pro-rata basis. Non-residential employees will not suffer any deductions for meals provided unless by mutual consent.
- (ix) Authorised Supervisor Allowance: An employee (other than a Co-ordinator: Qualified or a Co-ordinator) who is required by the employer to act as an Authorised Supervisor in accordance with the *Children and Young Persons (Care and Protection) Act 1998*, as amended, will be paid an amount as set out in Item 8, of the said Table 2. The daily rate for such allowance will be calculated by dividing the weekly allowance by 5.

11. Saturday and Sunday Work

- (i) Ordinary Hours - Shift Workers - Shift workers required to work their ordinary hours on a Saturday and/or Sunday will as prescribed by paragraph (i)(b) of clause 5, Hours, of this award, be paid for all time so worked at the following rates:
- | | |
|---------------|-------------------|
| Saturday Work | Time and one-half |
| Sunday Work | Double time |
- (ii) The rates prescribed in this clause will be in substitution for and not cumulative upon the shift work allowances prescribed in subclause (i) of clause 10, Additional Rates and Allowances, of this award.
- (iii) Overtime - Day Workers
- (a) Overtime performed on Saturday will be paid for at the rate of time and one half for the first three hours and double time thereafter with a minimum payment of not less than four hours at such rate.
 - (b) Overtime performed on Sundays will be paid for at the rate of double time.
- (iv) Overtime - Shift Workers
- (a) Overtime performed on Saturday will be paid for at the rate of time and one half for the first two hours and double time thereafter.
 - (b) Overtime performed on Sundays will be paid for at the rate of double time.

12. Overtime

- (i) Subject to subclause (iii) of this clause and subclauses (iii) and (iv) of clause 11, Saturday and Sunday Work, of this award, for all work done outside ordinary hours the rates of pay will be time and one half for the first two hours and double time thereafter. In computing overtime each day's work will stand alone.
- (ii) Where overtime or extra shifts are required to be worked, the employer will give preference for such work to employees as classified and covered by the terms of this award where it is reasonably practicable to do so.

(iii) Part-time employees -

If a part-time employee agrees to work additional hours, the additional hours must be paid at the same rate as full time employees are paid under the award. The work must be paid for at the ordinary hourly rate for all hours unless they fall outside the ordinary hours fixed by this Award for full-time employees. Any hours worked in addition to ordinary full-time hours must be paid at the overtime rate applicable to full-time employees under this Award.

(iv) Meal Money: An employee required to work overtime in excess of one and one half hours will either be paid an allowance in accordance with Item 7 of Table 2 of Part B, Monetary Rates or be supplied with a meal of equivalent value.

(v) Time Off in Lieu of Overtime: Where an employee performs duty on overtime the employee may at the employee's request and with the agreement of the employer subsequently be released from duty in ordinary hours subject to the following conditions:

- (a) The agreement will be in writing and be kept with the time and wages records;
- (b) Where an employee takes subsequent time off the relevant and equivalent period of overtime will be paid for at ordinary rates of pay; all other overtime worked and in respect of which time off is not taken will be paid for at the appropriate overtime rate otherwise provided in this award;
- (c) Where an employee elects to take any period/s of time off in ordinary hours in accordance with this clause such time off will be with pay and will equate to the relevant period/s of overtime worked;
- (d) Time off may be taken only in respect of overtime worked between Monday to Friday inclusive;
- (e) Payment for any period/s of overtime worked and in relation to which the employee elects to take time off may be paid by the employer to the employee in the pay period in which the time off is taken;
- (f) An employee may not accumulate more than 20 hours of equivalent time off which will be taken within four weeks of its accrual. Where such time off is not taken the period/s of overtime referable thereto will be paid for in the next relevant pay period at the appropriate overtime rate otherwise applicable.

(vi) Reasonable Overtime: Subject to clause (vii) an employer may require an employee to work reasonable overtime at overtime rates.

(vii) 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.

(viii) For the purposes of clause (vii) what is unreasonable or otherwise will be determined having regard to:

- (1) any risk to employee's health and safety;
- (2) the employee's personal circumstances including any family responsibilities;
- (3) the needs of the workplace or enterprise;
- (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (5) any other relevant matter.

13. Make Up Time

An employee may elect, with the consent of their employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

14. Payment of Wages

- (i) Wages will be paid weekly or fortnightly in ordinary working time. An employee kept waiting after the normal ceasing time for the payment of wages will be paid at overtime rates from the normal ceasing time until payment is made. Casual employees will be paid within one hour of the termination of the employment or on the normal pay day for the establishment.
- (ii) Where an employer and employee agree, the employee may be paid the employee's wages by cheque or direct transfer into the employee's bank (or other recognised financial institution) account. Notwithstanding this provision, if the employer and the majority of employees agree, all employees may be paid their wages by cheque or direct transfer into an employee's bank (or other recognised financial institution) account.
- (iii) Where payment is made by cheque the employer will ensure that clearance of such cheque is made available by the appropriate bank or, alternatively, an employer may make a direct deposit by cheque to the appropriate bank for transfer to nominated employee accounts to ensure access by the employee to wages on the nominated pay day.

15. Miscellaneous Conditions

- (i) Boiling Water: Hot water will be provided by the employer where practicable.
- (ii) Accommodation for Meals: Employers will allow employees to partake of their meals, crib breaks or tea breaks in a suitable place protected from the weather and every such employee will leave such place in a thoroughly clean condition.
- (iii) Rubber Boots: Where employees are required to work outside or in toilets in wet conditions they will be supplied with rubber boots, which should remain the property of the employer.
- (iv) Rubber Gloves: Where employees are required to clean toilets or to use acids or other injurious substances or detergents they will be supplied with rubber gloves, which will remain the property of the employer and will be replaced by the employer when unserviceable.
- (v) Dressing Accommodation: Where it is necessary or customary for employees to change their dress or uniform suitable dressing rooms or dressing accommodation and individual lockable lockers will be provided.
- (vi) Clean overalls will be supplied by the employer for all outdoor staff where such employee requires same.
- (vii) A first aid kit will be supplied and be readily available to all employees.
- (viii) All materials, equipment, etc. required for the work and for cleaning purposes will be supplied by the employer.
- (ix) Protective clothing, overalls or uniforms supplied pursuant to this award will remain the property of the employer and will be returned upon termination of employment.

16. Job Sharing

- (i) Definitions 'Job Sharing' may be defined as the occupation of a full-time or part-time position by two employees (job sharers) sharing all of the duties and responsibilities of the position.
- (ii) General Employment Conditions

- (a) A job share position will only be created by mutual agreement between the employer and the employee occupying the position to be job shared.
- (b) Subject to the provisions of subclause (iii) of this clause relating to overtime, job sharers will be employed on pro-rata hours, wages and conditions for the relevant classification or grade of the position filled.
- (c) Before any job sharing arrangements are approved, the employer will provide each prospective job sharer with a copy of this clause and obtain her or his acceptance of the job share position to be worked.
- (d) Job sharers will discuss with the employer arrangements to determine how the job is to be split and agree the hours to be worked by each job sharer including the arrangements to be adopted when one job sharer is absent.
- (e) Where a job share position is of a specific duration and instead of being filled by two existing employees an additional employee must be engaged to share the position, such additional employee will be advised that the position is only available for the duration sought and approved.

(iii) Hours of Duty

- (a) The hours of work of job sharers will be worked in accordance with clause 5, Hours, of this award.
- (b) The hours of job sharers once established will not be changed except by mutual consent of both the job sharers and the employer or subject to the operational requirement of the centre. Where an employer is required to change a job sharers hours because of the operational requirement of the centre, the employer will give the job share employees notice in accordance with subclause (ii) of clause 5, Hours, of this award.
- (c) The total weekly hours of job sharers of a full-time position will not exceed an average of 38 hours per week to be worked in accordance with Clause 6, Implementation of the 38 Hour Week. Hours worked in excess of the arrangements set out in the said Clause 6 by a job sharer will be paid in accordance with clause 12, Overtime, of this award.
- (d) Job Sharers will not be entitled to accrue credits towards rostered days off provided for under clause 6, Implementation of 38 Hour Week and clause 7, Rostered Days Off Duty, of this award.

(iv) Leave

- (a) Job sharers will be entitled to all leave provisions available under this award on a pro rata basis.
- (b) Job sharers may take annual leave or other leave at the same time or separately.
- (c) Job sharers may be asked and may agree to cover for the absences of the other job share employees. Such coverage may be either for part of the absence or for the full period.
- (d) All leave arrangements wherever possible will be made by mutual agreement between both job sharers and the employer.
- (e) Where a job share employee agrees to cover for the other job share employee whilst he or she is on leave, they will be paid at ordinary rates for the extra days or extra hours worked subject to the provisions of paragraph (f) of this subclause.
- (f) Where the absence of one job sharer on leave is covered by the other job sharer the aggregate number of hours worked will not exceed those of a full-time employee without the payment of overtime.

- (v) Redundancy. Subject to the provisions of clause 27, Redundancy, of this award where a job share position is made redundant then the job sharers will be entitled to the provisions of the said clause 27.
- (vi) Termination of Employment
 - (a) The position of a job sharer may be terminated in accordance with the relevant provisions of clause 4, Contract of Employment, of this award.
 - (b) Where one job sharer has terminated the position of the remaining job sharer will not be prejudiced.
 - (c) Where one job-sharer has terminated, the position may be filled internally or externally provided that any replacement employee is advised of the job share nature of the position and particularly when the position is of a specific duration, or the remaining job-sharer may be offered the option of occupying the full position on a permanent basis.
 - (d) Any replacement employee will also be advised of the provisions of this clause applying to the job share position.

17. Relieving in Other Positions

- (i) Employees employed at work for which a higher rate is fixed will be paid such higher rate whilst so employed. If employed for four hours or more on the higher class of work employees will be paid the higher rate for the whole of that day.
- (ii) Where an employee is called upon to perform duties for which a lower rate is fixed the employee will suffer no reduction in pay.

18. Sick Leave

- (i) A full time employee is entitled to 15 days sick leave in the first year of employment, and 12 days in each subsequent year. Any leave accrued and not utilised accumulates to a maximum of 120 days.
- (ii) A part time employee is entitled to pro rata sick leave commensurate with the proportion which their ordinary hours bears to 38 hours per week.
- (iii) The employee will provide to the employer a doctors certificate in respect of absences of two days or more or where the sick leave occurs before or after a public holiday, rostered day off or weekend.
- (iv) A Statutory Declaration will be accepted in respect of any single day absences.
- (v) The employee will, as soon as reasonably practicable and in any case within 24 hours of the commencement of such absence, inform the employer of an inability to attend for duty and, and as far as practicable, the estimated duration of the absence.

Payment During the Initial Three Months of Service

- (vi) Paid sick leave which may be granted to a staff member in the first three months of service will be limited to five days' paid sick leave unless the centre approves otherwise. Paid sick leave in excess of five days granted in the first three months of service will be supported by a satisfactory medical certificate.
- (vii) Following the completion of three months of service with an employer the employee will be entitled to the balance of leave not taken up to a maximum of 15 days in the first year of service.

Infectious Diseases at the Centre or Service

- (viii) Consideration will be given to extending the sick leave amount in the circumstances where an infectious disease or illness has been identified at the centre, and an employee is subsequently infected.

Workers Compensation

- (ix) An employee will not be entitled to sick leave for any period in respect of which the employee is entitled to workers compensation.
- (x) Notwithstanding anything contained in subclause (i), of this clause, a weekly employee suffering injury through an accident arising out of and in the course of employment (not being an injury in respect of which there is an entitlement to workers' compensation) necessitating his or her attendance during working hours on a doctor, chemist or trained nurse, or at a hospital, will not suffer any deduction from his or her pay for the time (not exceeding four hours) so occupied on the day of the accident and will be reimbursed by the employer for all expenses reasonably incurred in connection with such attendance and expenses will include fares.

Definition of Week

- (xi) For the purpose of this clause "week" means:-
 - (a) In the case of part-time employees - the number of ordinary weekly hours regularly worked by such employees;
 - (b) in the case of all other weekly employees - thirty eight hours.

Savings for sick leave accruals

- (xii) Employees engaged at 7 March 2006 who have accrued in excess of 120 days of sick leave under previous accruals will not have their entitlement reduced as a consequence of this award. Such accruals in excess of 120 days will, as of 7 March 2006 be capped at that higher level, and that level will form the maximum accrual for the employee whilst employed by the same employer.
- (xiii) Current employees will receive the sick leave allowances in subclause (i) of this clause on their next anniversary with their current employer.

19. Public Holidays

- (i) The days on which the following holidays are observed will be holidays, namely, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Kingresrv's Birthday, Eight Hour Day, Christmas Day and Boxing Day and any day which may hereafter be proclaimed as a public holiday throughout the State of New South Wales, and the first Monday in August or such other day as is mutually agreed between the employer and an employee or the employer and the majority of employees. Provided that for pre-schools operating 41 weeks per year only, the first Monday in August may be subsumed into a period of paid stand-down provided in subclause 4(ii) of this award.
- (ii) The above holidays falling on an ordinary working day will be paid for if not worked, irrespective of such holidays falling in a vacation period.
- (iii) Employees required to work on any of the above holidays will be paid at the rate of double time and one-half with a minimum payment of four hours at such rate.
- (iv)
 - (a) Where a holiday occurs on the rostered day off of a seven day shift worker as provided for in paragraph (i)(b) of clause 5, Hours, and:
 - (1) the employee is not required to work on that day, the employer will pay such employee eight hours' ordinary pay in respect of such day;
 - (2) the employee is required to work on that day, the employer will pay such employee eight hours' ordinary pay in respect of such time and in addition at the rate of time and one-half

for the first eight hours (with a minimum payment of four hours) and double time and one-half thereafter.

- (b) The employer may, in lieu of the payment of eight hours' ordinary pay prescribed in paragraph (a) of this subclause, add a day to the annual leave period.
- (c) Any day or days added in accordance with this subclause will be the working day or working days immediately following the annual leave period to which the employee is entitled to under clause 20, Annual Leave, of this award.
- (d) Where the employment of an employee has been terminated and the employee thereby becomes entitled under section 4 of the *Annual Holidays Act* 1944, to payment in lieu of an annual holiday with respect to a period of employment, the employee will be entitled also to an additional payment for each day accrued to the employee under this clause at the appropriate ordinary rate of pay, if payment has not already been made in accordance with paragraph (a) of this subclause.
- (v) For the purpose of this clause any employee whose ordinary hours of work commence before and continue past midnight will be regarded as working on a holiday only if the greater number of the employee's working hours fall on the holiday, in which case all time worked will be regarded as holiday work; provided that if the number of ordinary hours worked before and past midnight is equal, all ordinary time worked will be regarded as time worked on the day on which the shift commenced.

20. Annual Leave

- (i) All employees except seven day shift workers - see *Annual Holidays Act* 1944.
- (ii) Seven Day Shift Workers - in addition to the leave provided by section 3 of the *Annual Holidays Act* 1944, a seven day shift worker at the end of each year of employment will be entitled to the additional leave as prescribed below:-
 - (a) If during the year of employment the employee has served continuously as a seven day shift worker, the additional leave with respect to that year will be one week.
 - (b) If during the year of employment the employee has served only a portion of it as a shift worker, the additional leave will be 3.5 hours for each completed month of employment as a shift worker, or provided that where the additional leave is or comprises a fraction of a day, such fraction will not form part of the leave period and any such fraction will be discharged by payment only.

Where the employment of a seven day shift worker is terminated and the shift worker thereby becomes entitled under section 4 of the *Annual Holidays Act* 1944, to payment in lieu of an annual holiday with respect to a period of employment, he or the shift worker will be entitled to an additional payment of 3.5 hours at such ordinary rate of pay for each completed month of service as a seven day shift worker.

- (iii) For the purposes of this clause, a seven day shift worker means an employee whose ordinary working hours includes Sundays and/or holidays on which the shift worker may be regularly rostered for work.

21. Annual Leave Loading

- (i) In this clause the *Annual Holidays Act* 1944, is referred to as "the Act".
- (ii) Before an employee is given and takes his or her annual holiday, or where, by agreement between the employer and the employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer will pay the employee a loading determined in accordance with this clause (Note: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see subclause (vi)).
- (iii) The loading is payable in addition to the pay for the period of holidays given and taken and due to the employee under the Act and this award.

- (iv) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled under the Act and this award (but excluding days added to compensate for public or special holidays worked or public or special holidays falling on an employee's rostered day off not worked), or where such a holiday is given and taken in separate periods, then in relation to each such separate period. (Note: See subclause (vi) as to holidays taken wholly or partly in advance).
- (v) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (iv) of this clause at the rate per week of 17.5 per cent of the appropriate ordinary weekly time rate of pay prescribed by this award for the classification in which the employee was employed immediately before commencing his or her annual holiday together with, where applicable, the following allowances prescribed by clause 10, Additional Rates and Allowances, in subclause (vii) Leading Hands and subclause (vi) Qualification Allowances, of this award, but will not include any other allowances, penalty rates, shift allowances, overtime rates or any other payment prescribed by this award.
- (vi) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; Provided that, if the employment of such an employee continues until the day when he or she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday, and is to be calculated in accordance with subclause (v), of this clause, applying the award rates of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance and the entitlement to the holiday arises after that date.
- (vii) Where, in accordance with the Act the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employee concerned -
 - (a) an employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday will be paid the loading calculated in accordance with subclause (v), of this clause;
 - (b) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay will be paid in addition to the amount payable to him or her under the Act such proportion of the loading that would have been payable to him or her under this clause if he or she had become entitled to an annual holiday prior to the close down as his or her qualifying period of employment in completed weeks bears to 52.
- (viii)
 - (a) When the employment of an employee terminates for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he or she became entitled he or she will be paid a loading calculated in accordance with subclause (v), of this clause, for the period not taken.
 - (b) Except as provided in paragraph (a), of this subclause, no loading is payable on the termination of an employee's employment.
- (ix) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if he or she had not been on holiday; Provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount will be paid to the employee in lieu of the loading.
- (x) By agreement between the employer and employee, the loading may be calculated in relation to such period of an employee's annual holiday as is equal to the period of annual holiday to which the employee is entitled for the time being under the *Annual Holidays Act 1944* at the end of either each calendar year or at the end of each year of the employee's employment. The employer will identify the payment on the employee's payslip when the payment is made.

Any agreement made pursuant to subclause (x) will be recorded in writing in the time and wages record.

22. Long Service Leave

See *Long Service Leave Act 1955*.

23. Parental Leave

- (i) See Appendix B to this award.
- (ii) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

- (iii) Right to request
 - (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (3) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the employee in reconciling work and parental responsibilities.
 - (b) The employer will consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under subparagraphs 23(iii)(a)(2) and 23(iii)(a)(3) must be recorded in writing.
 - (d) Request to return to work part-time

Where an employee wishes to make a request under subparagraph 23(iii)(a)(3), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

- (iv) Communication during parental leave
 - (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer will take reasonable steps to:
 - (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

- (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee will take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return or other contact details which might affect the employer's capacity to comply with paragraph 23(iv)(a).

24. Personal/Carers Leave

- (i) Use of sick leave
 - (a) An employee with responsibilities in relation to a class of person set out in subparagraph 24(i)(c)(2) who needs their care and support will be entitled to use, in accordance with this subclause, any sick leave entitlement which accrues after September 12th, 1996 for absences to provide care and support for such persons when they are ill or who require care due to an unexpected emergency.
 - (b) The employee will, if required,
 - (1) establish 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
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such 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.
 - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) the employee being responsible for the care and support of the person concerned; and
 - (2) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - 1. "relative" means a person related by blood, marriage or affinity;

2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

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

- (d) An employee will, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee will notify the employer by telephone of such absence at the first opportunity on the day of absence.

Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee will discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

Where the parties are unable to reach agreement the disputes settling procedure at Clause 35 should be followed.

(ii) Unpaid leave for family purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subparagraph 24(i)(c)(2) above, who is ill or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

(iii) Annual leave

- (a) To give effect to this clause an employee may elect, with the consent of the employer, to take annual leave not exceeding ten days in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph 24(iii)(a) above, will be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

(iv) Time Off in Lieu of Payment for Overtime

- (a) An employee may elect, with the consent of their employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer.
- (b) Arrangements for taking overtime as time off will be governed by clause 12, Overtime, of the Award.

(v) Make-up time

An employee may elect, with the consent of their employer, to work "make-up time" in accordance with clause 13, Make Up Time, of the Award.

(vi) Grievance process

In the event of any dispute arising in connection with any part of this clause, such dispute will be processed in accordance with the dispute settling provisions of this award.

(vii) Personal Carers Entitlement for casual employees

- (a) Subject to the evidentiary and notice requirements in paragraphs 24(i)(b) and 24(i)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subparagraph 24(i)(c)(2) who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (b) The employer and the employee will 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 casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

25. Bereavement Leave

- (i) An employee other than a casual employee will be entitled to up to two days bereavement leave without deduction of pay, up to and including the day of the funeral, on each occasion of the death of a person prescribed in (iii) below. Provided that where the death of a relative as defined occurs outside Australia and a memorial service is held, one day's leave without loss of any ordinary pay will be allowed.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (iii) Bereavement leave will be available to the employee in respect to the death of a person prescribed by subparagraph (i)(c)(2) of clause 24, Personal/Carer's Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee will not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (i), (ii), (iii) (iv) and (v) of clause 24 Personal/Carers Leave of this Award. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vi) Bereavement entitlements for casual employees
 - (a) Subject to the evidentiary and notice requirements in subclause 25(ii) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subparagraph 24(i)(c)(2).
 - (b) The employer and the employee will 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 casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

26. Jury Service

- (i) An employee will be allowed leave of absence during any period when required to attend for jury service.
- (ii) During such leave of absence, an employee will be paid the difference between the jury service fees received and the employee's normal rate of pay as if working.

- (iii) An employee will be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and will give the employer notice of such requirement as soon as practicable after receiving notification to attend for jury service.

27. Redundancy

(i) Application

- (a) This clause will apply in respect of full time and part time employees as set out in clause 9, Wages.
- (b) In respect to employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of subclause (v) of this clause.
- (c) Notwithstanding anything contained elsewhere in this award, this clause will not apply to employees with less than one year's continuous service and the general obligation on employers will be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (d) Notwithstanding anything contained elsewhere in this award, this clause will not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(ii) Introduction of Change

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer will notify the employees who may be affected by the proposed changes and the union to which they belong.
- (b) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where this award makes provision for alteration of any of the matters referred to herein, an alteration will be deemed not to have significant effect.

(iii) Employers Duty to Discuss Change

- (a) The employer will discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause (ii) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and will give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (b) The discussion will commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause (ii) of this clause.
- (c) For the purpose of such discussion, the employer will provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer will not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iv) Discussions Before Terminations

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to paragraph (a) of subclause (ii), of this clause and that decision may lead to the termination of employment, the employer will hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions will take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of paragraph (a) of this subclause and will cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- (c) For the purposes of the discussion the employer will, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer will not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(v) Notice for Changes in Production, Program, Organisation or Structure

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'production', 'program', 'organisation' or 'structure' in accordance with paragraph (a) of subclause (ii) of this clause.

- (a) In order to terminate the employment of an employee the employer will give to the employee the following notice:

Period of continuous service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, will be entitled to an additional week's notice.
- (c) Payment in lieu of the notice above will be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(vi) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'technology' in accordance with paragraph (a) of subclause (ii) of this clause:

- (a) In order to terminate the employment of an employee the employer will give to the employee 3 months notice of termination.
- (b) Payment in lieu of the notice above will be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) The period of notice required by this subclause to be given will be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

(vii) Time Off During the Notice Period

- (a) During the period of notice of termination given by the employer an employee will be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the employer, be required to produce proof of attendance at an interview or the employee will not receive payment for the time absent.

(viii) Employee Leaving During the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee will be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee will not be entitled to payment in lieu of notice.

(ix) Statement of Employment

The employer will, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

(x) Notice to Centrelink

Where a decision has been made to terminate the employment of employees, the employer will notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(xi) Centrelink Separation Certificate

The employer will, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an 'Employment Separation Certificate' in the form required by Centrelink.

(xii) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii), of this clause, the employee will be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

(xiii) Severance Pay

Where the employment of an employee is to be terminated pursuant to subclause (v) of this clause, subject to further order of the Industrial Relations Commission, the employer will pay the following severance pay in respect of a continuous period of service:

- (a) If an employee is under 45 years of age, the employer will pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks

4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (b) Where an employee is 45 years old or over, the entitlement will be in accordance with the following scale:

Years of Service	45 Years of Age & Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (c) 'Weeks Pay' means the all purpose rate of pay for the employee concerned at the date of termination, and will include, in addition to the ordinary rate of pay, over award payments, shift penalties and all purpose allowances paid in accordance with this award.

(xiv) Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (xiii) of this clause.

The Industrial Relations Commission will have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause (xiii) of this clause will have on the employer.

(xv) Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (xiii) of this clause if the employer obtains acceptable alternative employment for an employee.

(xvi) Procedures Relating to Grievances

Grievances relating to individual employees will be dealt with in accordance with clause 33, Dispute Settling Procedure, of this award.

28. in-Service - Pre-Schools and Out of School Hours Care Centres

- (i) This clause will apply only to pre-schools operating 41 weeks per year and out of school hours care centres operating 41 weeks per year.
- (ii) Employees may be required to attend in-service courses totalling up to an accrued value time of 38 hours duration in any calendar year. In computing attendance at in-service courses, each year will stand alone.
- (iii) Attendance at such in-service courses may be during stand-down (non-term) time.
- (iv) An employee attending in-service courses outside his or her ordinary hours of work will accrue such hours as 'accrued value time' at the rate of one and a half hours accrued for each of the first two hours of such in-service attended and two hours accrued for each additional hour of in-service attendance thereafter. In computing 'accrued value time' each day's in-service will stand alone.

Such 'accrued value time' will count towards hours of attendance at in-service courses in accordance with subclause (ii) of this clause.

29. Meetings and Activities

An employee may be required to attend up to a maximum of two hours per month and co-ordinators up to four hours per month where such time involves parental meetings, staff meetings and other duties not including the supervision of children without any payment being due. Part-time employees may be required to attend such meetings outside of ordinary hours on a pro rata basis.

Any hours required to be worked in excess of those specified above will be paid in accordance with clause 12, Overtime, of this award.

30. Professional Development, Training and Planning

- (a) Employees are responsible for ensuring that they are aware of new developments in early childhood education. However, the parties recognise that continuing professional development of employees is a joint responsibility of both the employer and the employee.
- (b) The employer may request an employee to attend any courses in non-term time or after hours relating to professional development, training and planning. The employee cannot unreasonably refuse to attend such courses, provided that a full-time employee who receives no more than four weeks' annual leave in a calendar year will receive time in lieu for time spent at any courses outlined in this clause.
- (c) Any dispute in relation to attendance will be dealt with in accordance with clause 35, Dispute Settling Procedure of this award.

31. Examination and Study Leave

An employee who for the purpose of obtaining the Certificate III in Children's Services or the Diploma in Children's Services enrolls at a College of Technical and Further Education will be granted leave with pay on the day of any examination required in the course. Provided that such leave of absence will only be approved where a month's prior notice is given to enable alternate staffing arrangements to be effected.

32. Supported Wage

Definition:

- (i) This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award. In the context of this clause, the following definitions will apply:
 - (a) "Supported wage system" means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in "(Supported Wage System: Guidelines and Assessment Process)".
 - (b) "Accredited assessor" means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
 - (c) "Disability support pension" means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act* 1991, as amended from time to time, or any successor to that scheme.
 - (d) "Assessment instrument" means the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

Eligibility criteria

- (ii) Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of Disability Support Pension.

(The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their current employment).

(The award does not apply to employers in respect of their facility, program, undertaking, service or the like which receives funding under the *Disability Services Act* 1986 and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of, or eligible for, a disability support pension, except with respect to an organisation which has received recognition under section 10 or section 12A of the Act, or if a part only has received recognition, that part).

Supported Wage Rates

- (iii) Employees to whom this clause applies will be paid the applicable percentage of the rate of pay prescribed by this award for the class of work which the person is performing according to the following schedule:

Assessed Capacity Rate (Subclause (d))	% of Prescribed Award
*10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

Provided that the amount payable will not be less than \$45.00 per week.

*Where a person's assessed capacity is ten percent, they will receive a high degree of assistance and support.

Assessment of capacity

- (iv) For the purpose of establishing the percentage of the award rate to be paid to an employee under this award, the productive capacity of the employee will be assessed in accordance with the Supported Wage System and documented in an assessment instrument by either:
- (a) the employer and the union party to the award, in consultation with the employee or, if desired by any of these.
 - (b) the employer and an accredited Assessor from a panel agreed by the parties to the award and the employee.

Lodgement of assessment instrument

- (v)
- (a) All assessment instruments under the condition of this clause, including the appropriate percentage of the award wage to be paid to the employee, will be lodged by the employer with the Registrar of the Industrial Relations Commission.

- (b) All assessment instruments will be agreed and signed by the parties to the assessment, provided that where the union which is party to the award/agreement, is not a party to the assessment, it will be referred by the Registrar to the union by certified mail and will take effect unless an objection is notified to the Registrar within ten working days.

Review of Assessment

- (vi) The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review will be in accordance with the procedures for assessing capacity under the Supported Wage System.

Other Terms and Conditions of Employment

- (vii) Where an assessment has been made, the applicable percentage will apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other employees covered by this award paid on a pro rata basis.

Workplace Adjustment

- (viii). an Employer Wishing to Employ a Person under the Provisions of This Clause Will Take Reasonable Steps to Make Changes in the Workplace to Enhance the Employee's Capacity to Do the Job. Changes May Involve Re-Design of Job Duties, Working Time Arrangements and Work Organisation in Consultation With Other Employees in the Area.

Trial Period

- (ix)
 - (a) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provision of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
 - (b) During the trial period the assessment of capacity will be undertaken and the proposed wage rate for a continuing employment relationship will be determined.
 - (c) The minimum amount payable to the employee during the trial period will be no less than \$45.00 per week.
 - (d) Work trials should include induction or training as appropriate to the job being trialled.
 - (e) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under subclause (iv) of this clause.

33. Superannuation

A. Definitions

- (i) "CARE" means Care Superannuation.
- (ii) "HESTA" means the Health Employees Superannuation Trust Australia, constituted by deed made 30 July 1987.
- (iii) "Union" means United Workers' Union, New South Wales Branch.
- (iv) "Eligible employee" means a full-time employee engaged under the terms and conditions of this Award.

- (v) "Ordinary time earnings" means the weekly rate of pay for the employee's classification (including leading hand allowances, broken shift allowance, excess fares allowance, toilet cleaning allowance, qualification allowances and shift work premiums) and any overaward payments for ordinary hours of work.

B. Fund

- (i) For the purposes of this clause, contributions made by employers will be made as follows:
 - (a) the employer will offer each employee a choice between H.E.S.T.A, CARE or another superannuation fund of their choice
 - (b) the employee will nominate the fund into which contributions will be made.
- (ii) Each employer bound by this award will sign and execute an agreement to become a participating employer to either H.E.S.T.A., CARE or other superannuation fund dependent upon the fund chosen by the employee.
- (iii) Each employer bound by this award will become party to H.E.S.T.A., CARE or other superannuation fund upon the acceptance of the respective Trustee of a Deed of Adoption, duly signed and executed by each employer and the respective Trustee.
- (iv) An employee will become eligible to join their nominated superannuation fund in accordance with the following:
 - (a) in the case of an employee who is employed at 1 July 1988, from the beginning of the first pay period commencing on or after 1 July 1988, and
 - (b) in the case of an employee employed after 1 July 1988, from the beginning of the first pay period commencing on or after the employee's date of engagement.
- (v) An employer will take all necessary steps to ensure an eligible employee becomes a member of the fund.

C. Contributions

- (i) Each employer will pay to the respective Trustee in respect of each eligible employee an amount equal to three per centum of employee's ordinary time earnings for all ordinary hours worked from the date the employee becomes eligible in accordance with subclause (iv) of clause 3, Definitions, of this award.
- (ii) A pro-rata deduction will be made from the weekly contribution payable for any unauthorised absence of at least one day's duration.
- (iii) An employer will not be required to contribute during any period of unpaid leave - such as unpaid sick leave, maternity leave or the like, or periods of workers compensation beyond the expiry of any entitlement to full pay in accordance with the *Workers Compensation Act 1987*. Further an employer will not be required to make additional contributions in respect of annual leave paid out on termination.
- (iv) Contributions will be made at the end of each calendar month for periods of employment worked during that month.
- (v) Notwithstanding the date upon which an employee signs an Application Form, contributions in accordance with subclause (I) of this clause will be made from the date when the employee became eligible for membership.

D. Records

The employer will retain all records relating to the calculation of payments due to the fund/s in respect of each employee and such records will be retained for a period of six years.

E. Exemptions

Employers of employees who are contributions or eligible to become contributors to the following Superannuation Funds or any scheme/s replacing such Funds will be exempt from the provisions of this Award:

State Superannuation Fund

State Public Service Superannuation Scheme

Public Authorities Superannuation Scheme

34. Anti-Discrimination

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

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 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."

35. Dispute Settling Procedure

The parties agree that, subject to the provisions of the New South Wales *Industrial Relations Act* 1996, all grievances, claims or disputes will be dealt with in the following manner so as to ensure the orderly settlement of the matters in question.

- (i) Any grievance or dispute which arises will, where possible, be settled by discussion on the job between the employee(s) and the employee's immediate supervisor.
- (ii) If the matter is not resolved at this level, it will be further discussed between the affected employee(s), the union delegate (if any) or contact and the employer. Both the employer's industrial representative and the employee's union representative may be notified.
- (iii) If no agreement is reached the union representative or contact will discuss the matter with the employer's nominated industrial relations representative.
- (iv) Whilst the foregoing procedure is being followed work will continue normally. No party will be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- (v) Should the matter still not be resolved it may be referred by the parties to the Industrial Relations Commission of New South Wales for settlement.

36. Salary Packaging

- (i) Where agreed between the employer and a full-time or part-time employee, an employer may offer salary packaging in respect of salary. Neither the employer nor the employee may be compelled to enter into a salary packaging agreement.
- (ii) Salary packaging will mean that the employee will have part of their salary packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.
- (iii) The terms and conditions of such a package will not, when viewed objectively, be less favourable than the entitlements otherwise available under this award and will be subject to the following provisions:
 - (a) the employer will ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
 - (b) where there is an agreement to salary package, the agreement will be in writing and made available to the employee;
 - (c) the employee will have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the employee will be provided with a printout of the relevant information;
 - (d) the employer has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of changes to the operation of legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
 - (e) prior to entering into any salary packaging agreements, the employee will be given the opportunity by the employer to seek independent advice in respect of salary package arrangements including advice from the union;
 - (f) in the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to whichever is the higher of:
 - (i) the ordinary time rate of pay that applied to the employee prior to the commencement of the salary packaging agreement; or
 - (ii) the applicable rate specified in Part B, Monetary Rates, of this Award.

- (g) notwithstanding any of the above arrangements, the employer or employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party;
- (h) Superannuation Guarantee Contributions will be calculated with reference to the ordinary time rate of pay the employee would have been entitled to receive but for the salary packaging arrangement;
- (i) any allowance, penalty rates, overtime, payment for unused leave entitlements will be calculated by reference to the ordinary time rate of pay which would have applied to the employee but for the salary packaging arrangement
- (j) unless there is agreement between the employer and the employee to the contrary, all salary packaging arrangements will cease during any period of leave without pay, including periods of unpaid sick leave.

37. Area, Incidence and Duration

This award is made following a variation on adoption of National Decisions under section 52 of the *Industrial Relations Act 1996* as part of the State Wage Case 2025, and rescinds and replaces the Kindergartens and Child Care Centres (State) Award as made on 4 August 2025 (see *State Wage Case 2024 – Review of Minimum Rates Awards (No 2)* [2025] NSWIRComm 1059).

It will apply to all persons of the classes herein provided for within the jurisdiction of the Kindergartens, &c. (State) Industrial Committee.

This award will take effect on and from 1 July 2025 and remain in force until 30 June 2026.

PART B

MONETARY RATES

TABLE 1A

WAGES - SUPPORT WORKER CLASSIFICATIONS

Classification	Rate at 1/7/2024 \$ 3.75%	Rate at 1/7/2025 \$ 3.50%
Support Worker	975.00	1,009.10
Support Worker (Qualified Cook)	1032.30	1,068.40

TABLE 1B

NEW WAGES - CHILD CARE CLASSIFICATIONS IN LONG DAY CARE

Level	Step	Rate at 1/7/2024 \$ 3.75%	Rate at 1/7/2025 \$ 3.50%
CCW	1	1,037.00	1,073.30
	2	1,045.60	1,082.20
	3	1,053.80	1,090.70
	4	1,062.30	1,099.50
	5	1,072.40	1,109.90
ACCW	1	1,082.40	1,120.30
	2	1,103.60	1,142.20
	3	1,139.90	1,179.80

ACCWQ	1	1,216.00	1,258.60
	2	1,277.20	1,321.90
	3	1,339.20	1,386.10
	4	1,405.80	1,455.00
Asst Co-Ord		1,308.30	1,354.10
Asst Co-Ord Qual		1,327.20	1,373.70
Co-Ord OOSH	L1	1,308.30	1,354.10
Co-Ord LDC	L2	1,502.80	1,555.40
	L3	1,592.00	1,647.70
	L4	1,647.80	1,705.50
Co-Ord Qual OOSH		1,592.00	1,647.70
Co-Ord Qual LDC	L2	1,577.50	1,632.70
	L3	1,620.20	1,676.90
	L4	1,673.70	1,732.30

TABLE 1C**NEW WAGES - CHILD CARE CLASSIFICATIONS IN PRE-SCHOOLS**

Level	Step	Rate at 1/7/2024 \$ 3.75%	Rate at 1/7/2025 \$ 3.50%
CCW	1	999.60	1,034.60
	2	1,016.40	1,052.00
	3	1,024.40	1,060.30
	4	1,032.60	1,068.70
	5	1,043.50	1,080.00
ACCW	1	1,043.30	1,079.80
	2	1,067.90	1,105.30
	3	1,101.50	1,140.10
ACCWQ	1	1,216.00	1,258.60
	2	1,234.60	1,277.80
	3	1,289.80	1,334.90
	4	1,354.20	1,401.60
Asst Co-Ord		1,308.30	1,354.10
Asst Co-Ord Qual		1,384.00	1,432.40
Co-Ord OOSH	L1	1,308.30	1,354.10
Co-Ord Pre-School	L2	1,502.80	1,555.40
	L3	1,592.00	1,647.70
	L4	1,647.80	1,705.50
Co-Ord Qual OOSH		1,592.00	1,647.70
Co-Ord Qual Pre-Sch	L2	1,526.10	1,579.50
	L3	1,592.00	1,647.70
	L4	1,647.80	1,705.50

TABLE 2

Additional Rates and Allowances

Item No.	Clause No.	Brief Description	Amount 1/07/2024 \$	Amount 1/07/2025 \$
1	10(ii)(a)	Broken Shift	91.60 Per week	94.80 Per Week
			18.40 per day	19 per day
2	10(ii)(b)	Excess Fares	12.60	13
3	10(iii)	Uniform:		
		Laundry Allowance	6.40	6.60
4	10(iv)	Cooks Uniforms:		
		Laundry Allowance	10.60	11
5	10(vi)(a)	Qualification Allowance Commercial		
		Cookery Basic Certificate	9.40	9.70
6	10(vi)(b)	Hotel & Restaurant Cookery Certificate	19.10	19.80
7	12(iv)	Meal Money	10.20	10.60
8	10(ix)	Authorised Supervisor	49.60 Weekly	51.30 Weekly
			9.95 Daily	10.30 Daily

Note: The rates at Table 1A, Table 1B, Table 1C and Table 2 reflect the adjustments made to the wage and wage related allowances of the awards listed in Annexure B to the orders made in the State Wage Case 2024.

APPENDIX A

RECORD OF CASUAL EMPLOYMENT

EMPLOYEE’S RECORD TO BE MAINTAINED BY EMPLOYEE

1. Name:
2. Number of years of training:
3. Name of qualification:
4. Year of attainment of this qualification:

Period of engagement (from date to date)	No. of days/hours worked in total, classification; years trained & step	Name, address & telephone number of Centre	Signed by Centre Director (signature, date & name)

APPENDIX B

PARENTAL LEAVE

Set out below are the provisions relating to Parental Leave contained in Part 4, Chapter 2, of the *Industrial Relations Act 1996*.

Division 1 - Parental Leave Generally

53. Employees to Whom Part Applies

This Part applies to all employees, including part time employees, but does not apply to casual or seasonal employees.

54. Entitlement to Unpaid Parental Leave

- (1) An employee is entitled to a total of 52 weeks unpaid parental leave in connection with the birth or adoption of a child, as provided by this Part.
- (2) Parental leave is not to extend beyond 1 year after the child was born or adopted.

Note: See also Part 5 relating to entitlements to part time work agreements.

55. What is Parental Leave?

- (1) For the purposes of this Part, parental leave is maternity leave, paternity leave or adoption leave.
- (2) Maternity leave is taken by a female employee in connection with the pregnancy or the birth of a child of the employee. Maternity leave consists of an unbroken period of leave.
- (3) Paternity leave is leave taken by a male employee in connection with the birth of a child of the employee or of the employee's spouse. Paternity leave consists of:
 - (a) an unbroken period of up to one week at the time of the birth of the child or other termination of the pregnancy (short paternity leave), and
 - (b) a further unbroken period in order to be the primary care-giver of the child (extended paternity leave).
- (4) Adoption leave is leave taken by a female or male employee in connection with the adoption by the employee of a child under the age of 5 years (other than a child who has previously lived continuously with the employee for a period of at least 6 months or who is a child or step child of the employee or of the employee's spouse). Adoption leave consists of:
 - (a) an unbroken period of up to 3 weeks at the time of the placement of the child with the employee (short adoption leave), and
 - (b) a further unbroken period in order to be the primary care giver of the child (extended adoption leave).
- (5) For the purposes of this Part, spouse includes a de facto spouse.

Note: Employees are also entitled to special maternity leave for recovery from a termination of pregnancy or illness related to pregnancy (section 71) and to special adoption leave up to 2 days to attend interviews or examinations for the purposes of adoption (section 72). The requirement of unbroken periods of leave is subject to section 63 (employee and employer may agree to interruption of parental leave by return to work).

56. This Part Provides Minimum Entitlements

- (1) This Part sets out the minimum entitlements of employees to parental leave.
- (2) The provisions of an industrial instrument, contract of employment or other agreement (whether made or entered into before or after the commencement of this Part) do not have effect to the extent that they provide an employee with a benefit that is less favourable to the employee than the benefit to which the employee is entitled under this Part.

57. Length of Service for Eligibility

- (1) An employee is entitled to parental leave only if the employee has had at least 12 months of continuous service with the employer.
- (2) Continuous service is service under one or more unbroken contracts of employment, including:
 - (a) any period of authorised leave or absence, and
 - (b) any period of part time work.

Note: Under Part 8 of this Chapter a period of service in the business of a former employer counts as service with a new employer to whom the business concerned has been transferred.

58. Notices and Documents Required to be Given to Employer

(1) Maternity Leave

The notices and documents to be given to the employer for the purposes of taking maternity leave are as follows:

- (a) The employee should give a least 10 weeks' written notice of the intention to take the leave.
- (b) The employee must, at least 4 weeks before proceeding on leave, give written notice of the dates on which she proposes to start and end the period of leave.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that she is pregnant and the expected date of birth.
- (d) The employee must, before the start of leave, provide a statutory declaration by the employee stating, if applicable, the period of any paternity leave sought or taken by her spouse.

(2) Paternity Leave

The notices and documents to be given to the employer for the purposes of taking paternity leave are as follows:

- (a) In the case of extended paternity leave, the employee should give at least 10 weeks' written notice of the intention to take the leave.
- (b) The employee must, at least 4 weeks before proceeding on leave, give written notice of the dates on which he proposes to start and end the period of leave.
- (c) The employee must, before the start of leave, provide a certificate from a medical practitioner confirming that his spouse is pregnant and expected date of birth.
- (d) In the case of extended paternity leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (i) if applicable, the period of any maternity leave sought or taken by his spouse, and
 - (ii) that he is seeking that period of extended paternity leave to become the primary care giver of a child.

(3) Adoption Leave

The notices and documents to be given to the employer for the purposes of taking adoption leave are as follows:

- (a) In the case of extended adoption leave, the employee should give written notice of any approval or other decision to adopt a child at least 10 weeks before the expected date of placement.
 - (b) The employee must give written notice of the dates on which the employee proposes to start and end the period of leave, as soon as practicable after the employee is notified of the expected date of placement of the child but at least 14 days before proceeding on leave.
 - (c) The employee must, before the start of leave, provide a statement from an adoption agency or another appropriate body of the expected date of placement of the child with the employee for adoption purposes.
 - (d) In the case of extended adoption leave, the employee must, before the start of leave, provide a statutory declaration by the employee stating:
 - (i) if applicable, the period of any adoption leave sought or taken by his or her spouse, and
 - (ii) that the employee is seeking that period of extended adoption leave to become the primary care giver of a child.
- (4) An employee does not fail to comply with this section if the failure was caused by:
- (a) the child being born (or the pregnancy otherwise terminating) before the expected date of birth, or
 - (b) the child being placed for adoption before the expected date of placement, or if it was not otherwise reasonably practicable to comply in the circumstances.
- In the case of the birth of a living child, notice of the period of leave is to be given within 2 weeks after the birth and the certificate of the medical practitioner is to state that the child was born and the date of birth. In the case of the adoption of a child, notice of the period of leave is to be given within 2 weeks after the placement of the child.
- (5) An employee must notify the employer of any change in the information provided under this section within 2 weeks after the change.
 - (6) If required by the employer, an employee who applies for parental leave is to give the employer a statutory declaration, or enter into an agreement with the employer, that for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

59. Continuity of Service

- (1) Parental leave does not break an employee's continuity of service, but is not to be taken into account in calculating an employee's period of service for any purpose.
- (2) However, parental leave counts as service for any purpose authorised by law or by any industrial instrument or contract of employment.

60. Parents not to take Parental Leave at the same time

- (1) An employee is not entitled to parental leave at the same time as his or her spouse is on parental leave under this Part.
- (2) If this section is contravened the period of parental leave to which the employee is entitled under this Part is reduced by the period of leave taken by his or her spouse.

- (3) This section does not apply to short paternity leave or short adoption leave.

61. Cancellation of Parental Leave

- (1) Before Starting Leave

Parental leave applied for but not commenced is automatically cancelled if:

- (a) the employee withdraws the application for leave by written notice to the employer, or
- (b) the pregnancy concerned terminates other than by the birth of a living child or the placement of the child concerned does not proceed.

- (2) After Starting Leave

If:

- (a) the pregnancy of an employee or an employee's spouse terminates other than by the birth of a living child while the employee or spouse is on parental leave, or
- (b) the child in respect of whom an employee is then on parental leave dies, or
- (c) the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee is entitled to resume work at a time nominated by his or her employer within 2 weeks after the date on which the employee gives his or her employer a notice in writing stating that the employee intends to resume work and the reason for the intended resumption.

- (3) Special Leave not Affected

This section does not affect an employee's entitlement to special maternity leave under section 71.

62. Parental Leave and Other Leave

- (1) An employee may take any annual leave or long service leave (or any part of it) to which the employee is entitled instead of or in conjunction with parental leave.
- (2) However, the total period of leave cannot be so extended beyond the maximum period of parental leave authorised by this Part.
- (3) Any paid sick leave or other paid absence authorised by law or by an industrial instrument or contract of employment is not available to an employee on parental leave, except if the paid absence is annual leave or long service leave or with the agreement of the employer.

63. Employee and Employer may agree to Interruption of Parental Leave by Return to Work

- (1) An employee on parental leave may, with the agreement of the employer, break the period of leave by returning to work for the employer, whether on a full time, part time or casual basis.
- (2) The period of leave cannot be extended by such a return to work beyond the maximum period of leave authorised by this Part.
- (3) Nothing in this section affects any other work undertaken by the employee during parental leave.

Note: - Section 58(6) requires the employee when taking parental leave to provided the employer with a statutory declaration, or enter into an agreement with the employer, that the employee will not engage during leave in any conduct inconsistent with the employee's contract.

64. Extension of Period of Parental Leave

- (1) An employee may extend the period of parental leave once only by giving the employer notice in writing of the extended period at least 14 days before the start of the extended period. The period of leave cannot be extended by such a notice beyond the maximum period of leave authorised by this Part.
- (2) An employee may extend the period of parental leave at any time with the agreement of the employer. The period of leave can be extended by such an agreement beyond the maximum period of leave authorised by this Part.
- (3) This section applies to an extension of leave while the employee is on leave or before the employee commences leave.

65. Shortening of Period of Parental Leave

An employee may shorten the period of parental leave with the agreement of the employer and by giving the employer notice in writing of the shortened period at least 14 days before the leave is to come to an end.

66. Return to Work after Parental Leave

- (1) An employee returning to work after a period of parental leave is entitled to be employed in:
 - (a) the position held by the employee immediately before proceeding on that leave, or
 - (b) if the employee worked part time because of the pregnancy before proceeding on maternity leave - the position held immediately before commencing that part time work, or
 - (c) if the employee was transferred to a safe job under section 70 before proceeding on maternity leave - the position held immediately before the transfer.
- (2) If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.
- (3) This section extends to a female employee returning to work after a period of leave under section 71 (special maternity leave and sick leave).
- (4) An employer who does not make available to an employee a position to which the employee is entitled under this section is guilty of an offence.

Maximum penalty: 100 penalty units.

Note: - An employee returning to work after parental leave may also have an entitlement to work part time under an industrial instrument or a part time work agreement under Part 5.

Division 2 - Miscellaneous Provisions

67. Employer's Obligations

- (1) Information to employees on becoming aware that an employee (or an employee's spouse) is pregnant, or that an employee is adopting a child, an employer must inform the employee of:
 - (a) the employee's entitlements to parental leave under this Part, and
 - (b) the employee's obligations to notify the employer of any matter under this Part.

An employer cannot rely on an employee's failure to give a notice or other document required by this Part unless the employer establishes that this subsection has been complied with in relation to the employee.

- (2) Records an employer must keep, for at least 6 years, a record of parental leave granted under this Part to employees and all notices and documents given under this Part by employees or the employer.

Maximum penalty: 20 penalty units.

68. Termination of Employment Because of Pregnancy or Parental Leave

- (1) An employer must not terminate the employment of an employee because:
 - (a) the employee or employee's spouse is pregnant or has applied to adopt a child, or
 - (b) the employee or employee's spouse has given birth to a child or has adopted a child, or
 - (c) the employee has applied for, or is absent on, parental leave, but otherwise the rights of an employer in relation to termination of employment are not affected by this Part.

Maximum penalty: 100 penalty units.

- (2) For the purposes of establishing such a termination of employment, it is sufficient if it is established that the alleged reason for termination was one of two or more reasons for termination.
- (3) This section does not affect any other rights of a dismissed employee under this or any other Act or under any industrial instrument or contract of employment, or the rights of an industrial organisation representing such an employee.

Note: A dismissed employee may also make a claim under Part 6 (unfair dismissals).

69. Replacement Employees

- (1) A replacement employee is a person who is specifically employed as a result of an employee proceeding on parental leave (including as a replacement for an employee who has been temporarily promoted or transferred in order to replace the employee proceeding on parental leave).
- (2) Before a replacement employee is employed, the employer must inform the person of the temporary nature of the employment and of the rights of the employee on parental leave to return to work.

Maximum penalty: 50 penalty units.

- (3) A reference in this section to an employee proceeding on parental leave includes a reference to a pregnant employee exercising a right under section 70 to be transferred to a safe job.

70. Transfer to a Safe Job

- (1) This section applies whenever the present work of a female employee is, because of her pregnancy or breastfeeding, a risk to the health or safety of the employee or of her unborn or new born child. The assessment of such a risk is to be made on the basis of a medical certificate supplied by the employee and of the obligations of the employer under the *Occupational Health and Safety Act 1983*.
- (2) The employer is to temporarily adjust the employee's working conditions or hours of work to avoid exposure to that risk.

- (3) If such an adjustment is not feasible or cannot reasonably be required to be made, the employer is to transfer the employee to other appropriate work that:
 - (a) will not expose her to that risk and
 - (b) is as nearly as possible comparable in status and pay to that of her present work.
- (4) If such a transfer is not feasible or cannot reasonably be required to be made, the employer is to grant the employee maternity leave under this Part (or any available paid sick leave) for as long as is necessary to avoid exposure to that risk, as certified by a medical practitioner.
- (5) An employer who does not comply with any obligation imposed on the employer by this section is guilty of an offence.

Maximum penalty (subsection (5)): 50 penalty units.

- 71. **Special Maternity Leave and Sick Leave** If the pregnancy of an employee terminates before the expected date of birth (other than by the birth of a living child), or she suffers illness related to her pregnancy, and she is not then on maternity leave:
 - (a) the employee is entitled to such period of unpaid leave (to be known as special maternity leave) as a medical practitioner certifies to be necessary before her return to work, or
 - (b) the employee is entitled to such paid sick leave (either instead of or in addition to special maternity leave) as she is then entitled to and as a medical practitioner certifies to be necessary for her return to work.
- 72. **Special Adoption Leave** An employee who is seeking to adopt a child is entitled to up to 2 days unpaid leave if the employee requires that leave to attend compulsory interviews or examinations as part of the adoption procedure.

Kindergartens, &C, (State) Industrial Committee

Industries and Callings

All persons employed in or in connection with child care, child minding centres, day nurseries and pre-school kindergartens in the State, excluding the County of Yancowinna; excepting -

Persons employed as teachers or teachers in training but not excepting unqualified teachers' aides, helpers or assistants;

Persons employed as teachers' aides in pre-school kindergartens and nurseries within the grounds of public schools;

Persons employed by the Department of Corrective Services;
Drivers of vehicles;

Employees of all city, municipal, shire and county councils;

Employees in child minding centres in public hospitals;

and excepting also employees within the jurisdiction of the following Conciliation Committees -

Private Hospital Employees (State);

Trained Nurses, &c. Other Than In Hospitals, &c, (State);

Voluntary Care Association Employees (State).

Printed by the authority of the Industrial Registrar

(183)

SERIAL C10139

TRANSPORT INDUSTRY - CAR CARRIERS (NSW) CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

(Case No. 457826 of 2025)

DETERMINATION REPRINT

This reprint of the consolidated contract determination is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 21 April 2026.

M. Welch, *Industrial Registrar*

Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9916	28 February 2025	19 March 2025	396	874
C10119	12 February 2026	8 March 2026	398	1547

DETERMINATION

Arrangement

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	Schedule 2 - Procedure and Time for Adjustment of Rates and Amounts

1. Definitions

In this contract determination unless the subject matter or context otherwise indicates or requires:

"Approved Driver" means the Contract Carrier when the Contract Carrier is an individual person; a partner nominated by the partnership to the Principal Contractor when the Contract Carrier is a partnership; and a person referred to in section 3 09(1) of the Act nominated by the corporation to the Principal Contractor when the Contractor Carrier is a corporation.

"Car" means car, utility and commercial motor vehicle.

"Contract of Carriage" has the meaning given to that expression by the Act.

"Contract Carrier" means a carrier who enters into contracts of carriage.

"Delegate" means union delegate of Contract Carriers based at a terminal and includes co-delegate.

"Intrastate Work" means work which is not local work.

"Local Work" means work involving the transportation of a car to and from places both of which are within the area of a circle of a radius of 50 kilometres the centre of which is the terminal of the Principal Contractor at which the Contract Carrier is based.

"Misconduct" means consuming alcohol while undertaking work for the Principal Contractor, being under the influence of alcohol or a drug while undertaking work for the Principal Contractor, being dishonest or abusive while undertaking work for the Principal Contractor or in dealings with the Principal Contractor or customers, consignors, consignees or their respective representatives, or falsifying documents submitted to the Principal Contractor.

"Retrenchment" in its application to a Contract Carrier means a termination of a Contract Carrier because of the lack of sufficient work available to the Principal Contractor (having regard to the aggregate number of Contract Carriers with whom he has contracts of carriage and Contract Carriers with whom he regularly enters into contracts of carriage) to keep the Contract Carriers adequately engaged with work.

"Standing Time Rate" means the standing time rate specified in Schedule 1 for a vehicle of the carrying capacity of the Contract Carrier's vehicle.

"Suspension" in its application to a Contract Carrier means that the Principal Contractor ceases for a period of time determined by the Principal Contractor to enter into contracts of carriage with the Contract Carrier and to allocate work to the Contract Carrier under any current contract of carriage; and "suspended" has a corresponding meaning.

"Termination" in its application to a Contract Carrier means that the Principal Contractor ceases to enter into contracts of carriage with the Contract Carrier and ceases to allocate work to the Contract Carrier under any current contract of carriage; and "terminated" has a corresponding meaning.

"The Act" means the *Industrial Relations Act 1996*.

"Union" means the Transport Workers' Union of Australia, New South Wales Branch.

"Vehicle" means a vehicle used by a Contract Carrier for the purpose of a contract of carriage.

"Work" means the transportation of cars by a Contract Carrier under a contract of carriage with a Principal Contractor. Words importing the singular number shall include the plural number and words importing the plural number shall include the singular number. Words importing the masculine gender shall include females and words importing persons shall include corporations.

2. Class of Contract of Carriage, Locality and Duration

- (i) This contract determination shall operate in respect of contracts of carriage being contracts for the transportation of cars within New South Wales by the use of equipment designed or modified for that purpose, but excluding contracts of carriage being contracts for the transportation of cars to or from a place outside New South Wales, and excluding operators licensed under the *Tow Truck Act* 1989.
- (ii) This determination shall be binding on all Principal Contractors and Contract Carriers parties to contracts of carriage of the class to which this determination relates.
- (iii) This determination rescinds and replaces the Transport Industry - Car Carriers (N.S.W.) Contract Determination published 22 December 2000 (321 I.G. 264) as varied. This determination shall take effect on and from 23 May 2008 and shall remain in force for a period of twelve months thereafter.
- (iv) Leave is reserved to the parties to apply to vary the rates in Schedule 1, Rates of Remuneration, and the amounts in clauses 7 (i) and 7(viii)(c) at the times and in accordance with the provisions specified in Schedule 2, Procedure and Time for Adjustment of Rates and Amounts. Leave is reserved to the parties to apply to insert conditions which relate to the sale of the vehicle. Leave is reserved to the union to apply in respect of down time caused by breakdown of the equipment supplied by the Principal Contractor.

3. the Contract Carrier

- (i) shall comply with all Acts, Ordinances, Regulations and By-laws relating to the registration, third party insurance and general operation of the vehicle within New South Wales;
- (ii) shall carry such cars as the Principal Contractor shall from time to time specify and between such places as the Principal Contractor may reasonably require;
- (iii) shall be responsible for the safe loading of the vehicle and the securing and proper weather-protection of the load, provided that such is facilitated by the equipment supplied by the Principal Contractor;
- (iv) shall exercise all reasonable care and diligence in the carriage and safe-keeping of the cars in his care;
- (v) shall hold at all times and on request produce for the inspection of the Principal Contractor a current driver's licence appropriately endorsed or issued in respect of a motor vehicle of the class of the Contract Carrier's vehicle and immediately notify the Principal Contractor if the licence is suspended or cancelled;
- (vi) shall supply at the request of the Principal Contractor notice of any encumbrances, liens or bills of sales affecting the Prime Mover of the Contract Carrier;
- (vii) shall not have any lien over the cars carried by him; and
- (viii) shall, if the Contract Carrier is not the driver of the vehicle, ensure that the driver complies with those provisions of the determination which are appropriate to be complied with by the driver.

4. General Conditions

- (i)
 - (a) The Principal Contractor shall obtain and maintain adequate insurance cover against the liability of himself and the Contract Carrier for loss or damage to cars being carried. Such insurance cover shall be for an amount adequate to cover the value of the load to be carried. A copy of the policy shall be made available for inspection by the Contract Carrier. The cover by agreement of the insurance company shall exclude the insurer's right of subrogation provided however that the Contract Carrier shall be responsible at all times for the goods in his care, custody and control and it is a condition precedent to this insurance cover that the Contract Carrier shall exercise all reasonable care in the transport of and the safety of the goods the subject of the contract of carriage.
 - (b) The Contract Carrier shall obtain and maintain a public liability insurance policy for an amount of \$10,000,000 in respect of any liability incurred by the Contract Carrier in the performance of work for the Principal Contractor.
 - (c) The Contract Carrier shall obtain and maintain a comprehensive motor vehicle insurance policy over the vehicle including unlimited cover for third party property damage in respect of any one accident.
 - (d) The Contract Carrier shall take out and maintain Personal Sickness and Accident Insurance under which the Contract Carrier in the event of incapacity of the approved driver for a period exceeding eight ordinary working days will receive a weekly benefit which is not less than the amount required to meet the financial obligations of the Contract Carrier in respect of his vehicle.
 - (e) Where the Contract Carrier is a corporation, the Contract Carrier shall take out and maintain a Workers' Compensation Insurance Policy to cover the approved driver.
 - (f) A copy of all insurance policies required to be effected by the Contract Carrier under this determination and receipts for correct premiums shall be produced for inspection by the Principal Contractor at any time upon request. Copies of certificates of currency shall also be supplied to the Principal Contractor to ensure that policies held by the Contract Carriers do not expire.
- (ii) Where the approved driver of the vehicle is required by the Principal Contractor to wear special uniform when undertaking work for the Principal Contractor, it shall be supplied by the Principal Contractor at no cost to the Contract Carrier. Where a uniform is so provided the Contract Carrier shall ensure that it is worn by the approved driver at all times while undertaking work for the Principal Contractor.
- (iii) The Principal Contractor shall pay to the Contract Carrier all charges for tolls, ferry dues and crane hire which the Contract Carrier may necessarily incur in performing work for the Principal Contractor.
- (iv) When the Contract Carrier is a corporation or partnership then for the purposes of this determination any act, default or misconduct by any person doing work on behalf of the corporation or partnership under a contract of carriage to which the corporation or partnership is a party shall be deemed to be the act, default or misconduct of the Contract Carrier.
- (v) In the event of an industrial dispute -
 - (a) The delegate shall negotiate with the transport manager of the Principal Contractor.
 - (b) If the dispute is not resolved, the union organiser shall take the matter up with the management of the Principal Contractor.
 - (c) If negotiations are unsuccessful, the dispute shall be notified to the Industrial Registrar to enable a compulsory conference to be convened.
 - (d) Whilst these steps are being pursued it is expected that work shall continue normally.

- (vi) Each Principal Contractor shall give priority in loading to Contract Carriers whose vehicles are painted in the Principal Contractor's colours and identification over Contract Carriers whose vehicles are not painted in the Principal Contractor's colours and identification.

5. Daily Working Instructions

- (i) The Contract Carrier shall:
 - (a) work as directed by the Principal Contractor. This obligation shall include the following:
 - report to the Principal Contractor attendance or non-attendance at the Principal Contractor's terminal or other place designated by the Principal Contractor at least one hour prior to the start time nominated by the Principal Contractor. In the event that no start time is nominated by the Principal Contractor, the Contract Carrier must contact the Principal Contractor by 6 am daily on each of the days on which he may be required to undertake work;
 - advise the Principal Contractor as early as possible any commitments affecting his ability to perform work; and
 - not cease performing work on any day without notifying the Operations Staff of the Principal Contractor in person, by 2-way radio or telephone;
 - (b) ensure that the driver of the vehicle is of neat appearance;
 - (c) maintain contact with the Principal Contractor radio if installed in the vehicle and immediately inform the Principal Contractor when a radio unit installed in the vehicle requires servicing or repair;
 - (d) inform the Principal Contractor immediately if he is unable to effect a pick up of cars to be carried by him;
 - (e) ensure that all freight notes and driver's work sheets and any other document reasonably required by the Principal Contractor are correctly completed and given to the Principal Contractor and use every endeavour to obtain the customer's signature when cars are picked up and delivered;
 - (f) submit properly completed work sheets within 36 hours of the delivery of cars where possible;
 - (g) account for any cheques or moneys received on behalf of the Principal Contractor as soon as possible; provided that payment for moneys received shall be made by the Principal Contractor in accordance with clause 2.12 of the Transport Industry (State) Award published 20 April 2000 (315 I.G. 192).
 - (h) immediately report any accident to the Operations Staff of the Principal Contractor and attend to any legal requirements at the scene;
- (i) before loading, carefully check every car for:
 - Exterior Damage;
 - Interior Damage and cleanliness;
 - Identification Number;
 - Spare Tyre and Tools;
 - Windscreen Scratches;
 - Other obvious shortages;

in accordance with the Federal Chamber of Automotive Industries New Vehicle Receiving and Inspection Procedures including filling in the Vehicle Survey Report (the "initial survey");
- (j) seek and comply with the Principal Contractor's instructions regarding a safe route, except where unforeseeable local conditions cause a Contract Carrier to effect a justifiable deviation;

- (k) observe the necessity for civility to the Principal Contractor's customers.
- (ii) The Principal Contractor shall:
 - (a) notify Contract Carriers of details of late operations and of the Principal Contractor's intentions to operate special arrangements as easily as practicable. For the pick up or delivery of motor vehicles at a wharf details of late operations shall be notified by 10 am on the day on which the work is to be undertaken;
 - (b) use his best endeavours to ensure that a terminal in continuous use by the Principal Contractor has suitable off-street space for loading and unloading and that pick up locations are adequately staffed and equipped with facilities for the provision of air for tyres, of fuel and of auxiliary batteries;
 - (c) endeavour to allocate work in a manner designed to give equal opportunity of earnings for Contract Carriers operating vehicles of the same capacity;
 - (d) arrange whenever practicable for a representative to attend accidents involving substantial load or equipment damage or personal injury;
 - (e) advise Contract Carriers of urgent or special delivery instructions arranged for particular work or particular cars;
 - (f) instruct Operations Staff to treat communications from Contract Carriers as first priority, wherever practicable;
 - (g) use his best endeavours to ensure that cars being carried by the Contract Carrier have sufficient fuel for loading and unloading purposes;
 - (h) maintain a record (to be known as the "Intrastate Roster") of distances covered by each Contract Carrier in undertaking intrastate work which shall also show the carrying capacity of the vehicle of each Contract Carrier. Intrastate work shall be allocated to Contract Carriers operating vehicles in each capacity division on the principle of work involving the longest distance being allocated to the Contract Carrier with the lowest accrued distance. Distances travelled on work performed during a weekend shall not be recorded on the "Intrastate Roster";
 - (i) a Contract Carrier unavailable to undertake intrastate work for any reason other than failure of equipment supplied by the Principal Contractor or annual leave shall have a distance added to his accrued distance on the "Intrastate Roster" equivalent to the distance he would have travelled in undertaking the work which would be allocated to him if he had been available. This paragraph (i) shall not apply to a delegate unavailable as a result of a reasonable absence on union business.

6. Other Conditions

- (i) If the Contract Carrier commits misconduct he may be suspended by the Principal Contractor. An inquiry will be held within one normal working day by the Principal Contractor or his nominee, delegates and, if available, a representative of the union. If misconduct is proven then the Contract Carrier may be terminated by the Principal Contractor subject to prior discussion having taken place between the Principal Contractor and the union.
- (ii) The Principal Contractor or his nominee and delegates and, if available, a representative of the union may investigate any failure by a Contract Carrier to comply with the terms of this determination. A Contract Carrier who fails to comply with the terms of this determination may be suspended and/or terminated by the Principal Contractor subject to prior discussion having taken place between the Principal Contractor and the union.
- (iii)
 - (a) A Contract Carrier shall not engage or allow another person to drive his vehicle other than the approved driver when he is performing work for the Principal Contractor unless the approved driver is unable to perform work for a period of more than one week for any reason other than annual leave. It will then be the responsibility of the Contract Carrier to arrange for the services of a driver to operate his vehicle for a period not to exceed three months from the date of commencement of the disability.

If the disability continues beyond a period of three months the Contract Carrier may be suspended and/or terminated by the Principal Contractor subject to prior discussion having taken place between the Principal Contractor and the union.
 - (b) A Contract Carrier shall not engage or use the services of a driver for his vehicle other than the approved driver without prior approval from the Principal Contractor concerned as the suitability of the driver. If such approval is given the Contract Carrier will take out and maintain at all times a Workers' Compensation Insurance Policy to cover the driver. The approval may be withdrawn by the Principal Contractor if the driver commits misconduct or fails to comply with a provision of this determination appropriate to be compiled with by a driver of a Contract Carrier's vehicle.
- (iv) The Contract Carrier shall:
 - (a) pay all the registration and insurance fees in respect of the prime mover (and/or trailer where the Contract Carrier operates under Table B);
 - (b) pay all imposts payable in respect of the prime mover; and
 - (c) keep the prime mover in mechanically sound roadworthy and clean condition.

7. Other Conditions

- (i) The remuneration of a Contract Carrier shall be subject to adjustment under this subclause.
 - (a) The Principal Contractor may (subject to notice of two weeks) deduct the sum of \$358.36 for each incident involving a car or cars under the care or control of the Contract Carrier being damaged and the sum of \$358.36 for each car from which an item becomes missing while the car is under the care or control of the Contract Carrier and the sum of \$318.61 for each car which has damage or from which an item is missing (being damage of the kind referred to in Clause 5(i)(i) which is not noted on the initial survey). In the event that repair and/or replacement costs are less than \$358.36, the lesser amount shall be paid by the Contract Carrier. The amount in this clause (\$358.36) shall be varied at the same percentage as the rate adjustment applicable within this determination.
 - (b) Subject to the foregoing provision where salvage of a load or equipment is necessary due to an accident, the salvage costs shall be borne by the Principal Contractor.

- (c) If the Contract Carrier is delayed en route under circumstances in which he cannot complete the work within a reasonable period of time for any reason, the Principal Contractor may transfer the cars from the vehicle of the Contract Carrier and make other arrangements for the completion of the carriage of the cars and deduct from the payment which would have been due to the Contract Carrier if he had completed the work any reasonable cost incurred by the Principal in effecting completion of the transportation of the cars; provided that the Principal Contractor shall not be entitled to deduct any amount which he may be entitled to recover under the insurance referred to in clause 4(i)(a) of this determination.
- (d) Where authorised in writing by the Contract Carrier, the Principal Contractor may deduct from any remuneration payable to the Contract Carrier an amount equal to payments made by the Principal Contractor for fuel supplied for the benefit of the Contract Carrier.
- (ii) The Principal Contractor in conjunction with union delegates may investigate an excessive claims record of a Contract Carrier. A Contract Carrier whose claims record is excessive may be terminated by the Principal Contractor subject to prior discussion having taken place between the Principal Contractor and the union.
- (iii) No alterations to equipment of the Principal Contractor are to be carried out by the Contract Carrier without the consent of the Principal Contractor.
- (iv) A Contract Carrier shall be responsible for keeping the trailer and associated equipment in a clean and tidy condition subject to workload. The Contract Carrier is required to report to the Principal Contractor any obvious faults in the trailer and associated equipment immediately upon them being discovered.
- (v) A Contract Carrier shall have for the purpose of undertaking work a prime mover acceptable to the Principal Contractor. The wheelbase and fittings (including turntable and mudguards) shall be as specified by the Principal Contractor.
- (vi) A Contract Carrier shall bear the cost of alterations to the prime mover or trailer which are necessary due to the incompatibility of the type of prime mover provided by the Contract Carrier.
- (vii) A Contract Carrier shall be responsible for and meet all costs for maintenance and replacement of brake linings (in excess of two sets per year) and tyres fitted to the trailer provided by the Principal Contractor. Should excessive wear of trailer tyres be caused by a faulty trailer, then the Principal Contractor shall reimburse the Contract Carrier for a reasonable proportion of the cost incurred.
- (viii) The Principal Contractor shall:
 - (a) bear the cost of fitting up the trailer associated equipment. This work shall be carried out by the Principal Contractor or by an outside contractor nominated by him. "Associated equipment" means the car carrying frame, platform or gondola fitted to the prime mover and, in the case of tag-along trailers only, the turntable attachments to the prime mover;
 - (b) pay the following proportion of fitting up costs on replacement of the prime mover according to the period during which the Contract Carrier has continuously undertaken work for the Principal Contractor or the period which has elapsed since the last replacement of the prime mover whichever is the shorter.

Period	Proportion
Up to 1 year	Nil
Over 1 Year and up to 2 years	25%
Over 2 years and up to 3 years	50%
Over 3 years and up to 4 years	75%
Over 4 years	100%

This work shall be carried out by the Principal Contractor or an outside contractor nominated by him. Where fitting up exceeds two weeks and no part of the delay is the fault of the Contract

Carrier, the Principal Contractor shall pay the Contract Carrier for eight hours at the standing time rate for each complete working day (and proportionately for part of a working day) which is included in that part of a delay which is in excess of two weeks;

- (c) make available a trailer and associated equipment of an agreed capacity for maintenance fee of 2% of gross income, to be deducted weekly or fortnightly from the Contract Carrier's remuneration. The trailer and associated equipment shall be used only for undertaking work for the Principal Contractor. Should the trailer be used by a Contractor Carrier for any other purpose (except the repositioning of the Contract Carrier's personal car), he may be terminated by the Principal Contractor subject to prior discussion having taken place between the Principal Contractor and the union;
- (d) maintain the trailer and associated equipment in a reasonable, workable and safe state of repair as required by the Roads and Traffic Authority and the Occupational Health and Safety Act. Where faults in the equipment of the Principal Contractor reported to the Principal Contractor have not been corrected or where faults in such equipment occur and such faults were not apparent on normal inspection, then, should those faults result in damage to the Contract Carrier's equipment, such damage shall be made good by the Principal Contractor. If damage is caused to equipment of the Principal Contractor as a result of negligence on the part of the Contract Carrier, the Contract Carrier shall bear the cost of making good such damage at prevailing industry rates by way of adjustment to the remuneration;
- (e) supply and fit the vehicle of a Contract Carrier engaged substantially in local work with a mobile radio and/or a contemporary communications system at the Principal Contractor's expense. Maintenance and wear and tear and ongoing costs of the radio and/or the communications system will be the responsibility of the Principal Contractor except where repairs are due to negligence of the Contract Carrier. In this instance the cost or repair will be borne by the Contract Carrier by way of adjustment to the remuneration of the Contract Carrier. Where the Contract Carrier changes his vehicle prior to the completion of 12 months work for the Principal Contractor, the cost of transferring the radio and/or the communications system shall be at the Contract Carrier's expense;
- (f) at his option, paint the Contract Carrier's prime mover in the Principal Contractor's colours at the Principal Contractor's expense after the Contract Carrier has been undertaking work for the Principal Contractor for a period of three months;
- (g) at their option, repaint such prime mover every four years. Should the Principal Contractor deem repainting necessary before the expiration of four years or should a Contract Carrier replace the prime mover before the expiration of four years since the last painting the Principal Contractor shall pay the following proportion of repainting (or painting the replacement prime mover) according to the period during which the Contract Carrier has continuously undertaken work for the Principal Contractor or the period which has elapsed since the last painting of the prime mover whichever is the shorter.

Period	Proportion
Up to 1 year	Nil
Over 1 year and up to 2 years	one third cost
Over 2 years and up to 3 years	two thirds cost
Over 3 years	full cost

The work shall be carried out by the Principal Contractor's workshop at rates generally prevailing in the industry or by outside contractors nominated by the Principal Contractor;

- (h) notify the union or delegate, as the case may be, of any intended variation in the number of Contract Carriers engaged at a terminal. Where it becomes necessary for a Principal Contractor to increase the number of Contract Carriers engaged by him, first consideration shall be given to Contract Carriers displaced because of industry reorganisation.

Retrenchment of Contract Carriers undertaking work on a permanent basis for a Principal Contractor and operating a vehicle of a particular carrying capacity shall be on the basis of "last on, first off" for Contract Carriers operating vehicles of that capacity;

- (i) provide suitable "do-it-yourself" trailer washing facilities;
- (j) where practicable attach a suitable lockable tool box at an accessible position on company equipment;
- (k)
 - (A) Subject to subclause (B) bear the cost of removing all company supplied equipment and company signs and paint the prime mover with spraying enamel in a single colour in the case of a Contract Carrier ceasing to perform work for the Principal Contractor, provided that the Contract Carrier has not been terminated under clauses 6 (i) or 6 (ii) and that the Contract Carrier has fulfilled a period of not less than three continuous years of work for the Principal Contractor.
 - (B) If the Contract Carrier has been engaged in the performance of work for the Principal Contractor for a period of less than three years then the cost shall be shared in the proportion provided for in clause 7 (viii) (g) except for the mechanical removal of equipment which shall be borne by the Principal Contractor.
 - (C) The work shall be carried out by the Principal Contractor at rates prevailing in the industry or by an outside contractor nominated by the Principal Contractor.
 - (D) In the case of a retrenchment of a Contract Carrier, the Principal Contractor shall bear the cost of removing all the Principal Contractor's equipment and company signs and paint the prime mover with spraying enamel in a single colour;
 - (l) advise and up-date as necessary a complete list of delivery locations regularly serviced by the Principal Contractor. List to include:
 - Contact names;
 - Telephone number;
 - After hours telephone number;
 - Receiving times;
 - Loading and unloading points.
- (ix) The Principal Contractor shall publish an annual leave roster setting out the Contract Carrier's leave requirements which he shall endeavour to ensure are acceptable to all Contract Carriers.
- (x) Should, in the option of the Contract Carrier, the loading and/or transportation of a particular car or cars constitute a hazard because of the nature or condition of such car or cars, the Contract Carrier shall inform the Principal Contractor and may refuse to load or transport, as the case might be, such car or cars until appropriated measures have been taken to eliminate the hazard.

8. Conditions

- (i) The Principal Contractor shall, subject to any adjustments provided for in this determination, pay to a Contract Carrier for intrastate work the rate of remuneration per kilometre shown in Schedule 1 for a vehicle with the capacity of the Contract Carrier's vehicle for each kilometre necessarily travelled to the destination and return, including any distance travelled where a Contract Carrier is instructed to part-unload before or after reaching the destination, or to deviate for any reason from the accepted or designated route.
- (ii) When a Contract Carrier is instructed to load a car or cars for return to a terminal of a Principal Contractor or other destination during intrastate work, the Principal Contractor shall pay a handling charge in addition to the ordinary rate of remuneration. The handling charge shall be one hour at the

standing time rate for each car in a drivable condition or two hours at the standing time rate for each car which is not in a drivable condition. The Principal Contractor shall reimburse the Contract Carrier for any reasonable costs incurred in loading and unloading a car which is not in a drivable condition.

- (iii) Subject to subclause (iv) and subject to any adjustment provided for in the determination, the Principal Contractor shall pay a Contract Carrier for local work in accordance with the "Zone Rates per Car Carrier" shown in Schedule 1 for a vehicle with the capacity of the Contract Carriers' vehicle. A single rate shall be paid for each trip. When multiple pick ups/drops are required in the metropolitan area, the zones will be measured from furthest point of pick up to the furthest point of delivery, via any intervening pick ups/drops in a straight line between those pick ups/drops.

Zone 1 - up to 8 kilometres radius.

Zone 2 - over 8 and up to 16 kilometres radius.

Zone 3 - over 16 and up to 24 kilometres radius.

Zone 4 - over 24 and up to 32 kilometres radius.

Zone 5 - over 32 and up to 50 kilometres radius.

- (iv)

- (a) Subject to clause 8 (v) the provisions of this subclause shall apply when the Contract Carrier is undertaking local work being the transportation of a car or cars under a contract of carriage from one or more places to one or more places of delivery in the course of which the Contract Carrier at no time has a load of cars equal to the carrying capacity of his vehicle because the Principal Contractor is unable or, due to operational circumstances, has found it impracticable to allocate a full load to the Contract Carrier.

- (b) Subject to any adjustment provided for in the determination the Principal Contractor shall pay the Contract Carrier for local work to which this subclause applies whichever is the greater of the rate per car delivered or the hourly rate for the period of time occupied by the Contract Carrier in undertaking the work.

- (c) For the purposes of this subclause, the rate per car delivered means a payment to the Contract Carrier for each car delivered in accordance with the "Rate per Car Delivered" shown in Schedule 1 for a vehicle with the capacity of the Contract Carrier's vehicle. The applicable rate for each car delivered shall be the rate appropriate to the zone in which the place of delivery of the car is located. The zones in respect of each car delivered shall be the areas within the following radii of the pick up place of the car:

Zone 1 - Up to 8 kilometres radius.

Zone 2 - Over 8 and up to 16 kilometres radius.

Zone 3 - Over 16 and up to 24 kilometres radius.

Zone 4 - Over 24 and up to 32 kilometres radius.

Zone 5 - Over 32 and up to 50 kilometres radius.

- (d) For the purposes of this subclause the hourly rate means payment at the running time rate specified in Schedule 1 for a vehicle of the capacity of the vehicle of the Contract Carrier; and the period of time occupied in undertaking the work shall be calculated from the time when the Contract Carrier commences to drive his vehicle to a place of pick up of the cars to be transported until the time of completion of final delivery but excluding any time during which the Contract Carrier ceased to perform the work or was subject to delay as referred to in subclause (6). Time shall be calculated to the nearest 15 minutes.

- (e) When the hourly rate is the basis of payment of the Contract Carrier, he shall immediately notify the Principal Contractor by radio (or by telephone, if radio is unavailable) when he commences driving to a place of pick up, when he ceased performing work and when he resumes work and when he completes delivery of a car or cars at each place of delivery.

- (v) Notwithstanding anything in this determination, the Contract Carrier and the Principal Contractor may determine by negotiating between them the remuneration payable to a Contract Carrier for local work

(including local Port Kembla work) involving the carriage of a load of cars less than the carrying capacity of the vehicle when by reason of the place of pick up or place of delivery the work can conveniently be carried out by the Contract Carrier in the course of his journey to or from his place of residence. The Contract Carrier shall not be obliged to undertake work under this subclause.

- (vi) The Principal Contractor shall pay a Contractor Carrier engaged upon local work at the standing time rate to the nearest 15 minutes for a delay sustained by the Contract Carrier in excess of a reasonable delivery time. This subclause shall only apply to delays caused by the Principal Contractor's or receiver's agents which are notified immediately to the Principal Contractor by radio (or by telephone, if radio is unavailable).
- (vii) The Principal Contractor may adjust the remuneration of the Contract Carrier by way of deducting any amount properly payable by the Contract Carrier which has been incurred by the Contract Carrier in the name of the Principal Contractor; and the Principal Contractor may withhold payment from the Contract Carrier's remuneration of the amount of \$381.75 for a maximum of three months on the Contract Carrier ceasing to undertake work for the Principal Contractor, to enable the final adjustment to be made under this sub-clause. The Principal Contractor shall pay the balance of the remuneration due to the Contract Carrier not later than on the expiry of the period of three months. The \$381.75 amount referred to in this clause shall be varied by an amount equal to the overall percentage variation to rates of remuneration as provided by this determination.
- (viii) The Principal Contractor shall pay the Contract Carrier the remuneration due to him on the fifth working day after the close of the pay period which shall not exceed two weeks' duration.
- (ix) The Principal Contractor shall provide with each payment of remuneration to the Contract Carrier a list showing:
 - (a) origin of loads or parts thereof;
 - (b) delivery points of loads or parts thereof;
 - (c) amounts paid for loads or parts thereof; and
 - (d) the amount of all adjustments and deductions.
- (x) The Principal Contractor shall supply to the Contract Carrier a current schedule of rates for local work and intrastate work showing the pick up points, destinations and rates applicable for vehicles of each capacity.
- (xi) The Principal Contractor shall not make any deductions other than statutory deductions or as authorised by this determination from the remuneration provided for by this determination except as may be authorised in writing by the Contract Carrier.

8A. Deemed Distances

- (i) Subject to clause 8A(iii) and 8A(iv), the Principal Contractor may calculate any payment for intrastate work involving the transportation of freight between the locations identified in tables G, H, I and J in Schedule 1 based on the deemed distances specified in those tables. This will apply both in circumstances where a principal contractor pays a contractor at the minimum rates of remuneration provided in the contract determination or at a rate that is higher than that prescribed by the contract determination.
- (ii) Where, at the instruction of a Principal Contractor, a Contract Carrier performs work in the course of a contract of carriage that is in connection with the performance of a journey identified in tables G, H, I or J in Schedule 1 and the Principal Contractor requires the Contract Carrier to travel significant additional kilometres to the deemed distances specified in such tables because the Contract Carrier:
 - (a) was instructed to part-unload or load before they will be paid the kilometres necessarily travelled between the starting point and destination designated by the principal contractor; or

- (b) was required at law to undertake a 4.6 Metre Route in order to complete the contract of carriage and had advised the Principal Contractor of this before undertaking such a route; or
- (c) deviates from the generally accepted or Principal Contractor designated route due to impassable roads or some other reason agreed to by the Principal Contractor, provided:
 - a. the Contract Carrier has first obtained the agreement of the Principal Contractor to undertake such deviation or is instructed to undertake such a deviation; and
 - b. The Contract Carrier Complies with any reasonable instruction from the Principal Contractor as to the performance of the contract of carriage;

the Principal Contractor will pay to the Contract Carrier the rate of remuneration per kilometre shown in Schedule 1 for a vehicle with the capacity of the Contract Carrier's vehicle for each additional kilometre necessarily travelled at the request of the Principal Contractor
- (iii) A Contract Carrier may raise a concern with the Principal Carrier that engages them that a route that they are required to travel in order to complete a journey identified in tables G, H or I by travelling the number of kilometres contemplated in such tables poses a risk to their safety or that of other road uses. Any such concern must be discussed with the Contract Carrier, along with the TWU if requested by the Contract Carrier, and considered promptly and genuinely. This must include the Principal Contractor considering whether a Contract Carrier should be permitted to take an alternate route in order to avoid such alleged risks and consequently be paid for any additional kilometres necessarily travelled. Any dispute about such matters must be dealt with in accordance with the dispute procedure contained in clause 4(v) of this contract determination.
- (iv) If, due to development of new or improved roads, it becomes possible for a Contract Carrier to undertake any of the journeys identified in tables G, H or I by travelling less kilometres than assumed in such tables the Principal Contractor apply such lesser number of kilometres in lieu of the number specified in such tables provided:
 - a. The Principal Contractor has advised the TWU of the number of kilometres that it intends to apply (the nominated alternate kilometres) and the reason why; and
 - b. The TWU does not reasonably dispute that the journey can be undertaken within the nominated alternate kilometres; and
 - c. The Principal Contractor has advised relevant Contract Carriers, in writing, that the nominated deemed distances will be applied in the future.

9. Leave Reserved

- (i) Leave is reserved for either party to apply as it may be advised for:
 - a sixth zone rate for the metropolitan work;
 - rates for vehicles of a capacity not currently covered by this determination;
 - and subclause 7(vii)(c) - trailer hire fee;
 - Diesel fuel rebate
- (ii) Leave is reserved for either party to apply as it may be advised for:
 - the definition of "Local Work" contained in clause 1, Definitions; and subclause 8(iii);
 - rates of remuneration for subcontractors based in Port Kembla;

review of cost benchmarks at schedule 2.

10. Additional Payments in Respect of Fuel

- 10.1 A principal contractor must pay an additional fuel levy (the fuel levy), which shall be a percentage of remuneration payable under this contract determination calculated in accordance with the following formula:

$$\frac{[(\text{Current Fuel Cost}) - (\text{Base Fuel Cost})]}{\text{Base Fuel Cost}} \times [\text{Base Fuel Percentage}]$$

Where:

"Current Fuel Cost" is either:

- (a) In the case of a contract carrier who buys fuel, the current monthly average of per litre rates for fuel according to the most recent AIP NSW State average for the price of diesel; or
- (b) In the case of a contract carrier who is provided fuel by the Principal Contractor, the cost charged by the Principal Contractor to the Contract Carrier for the provision of that fuel.

"Base Fuel Cost" is \$1.26 per litre (excluding GST)

"Base Fuel Percentage" is the Reset Weighting percentage given to fuel in the Car Carriers Adjustment Calculations Table contained in Schedule 1

By way of example, if the price of fuel were 200.6 (excluding GST) the formula would be applied as follows:

$$(200.60 - 126.09) \text{ divided by } 126.09 = 0.5909 \times 15.95\% = 9.42\%$$

- 10.2 The fuel levy will be calculated by the Principal Contractor on a monthly basis. The Principal Contractor will advise Contract Carrier of the quantum of the fuel levy on a monthly basis and the basis of the calculation. If the Contract Carrier (or his or her representative) does not dispute the accuracy of the calculation of such rates within 7 days of receiving notification of an adjustment to the fuel levy, then regardless of any error in calculations, the fuel levy, as calculated will be payable until the Contract Carrier (or his or her representative) advises that the fuel levy has been incorrectly calculated.

Schedule. 1 - Rates of Remuneration

- (i) This schedule contains the following tables:

Table A: Rates of remuneration for local and interstate work where the contract carrier supplies the prime mover only.

Table B: Rates of remuneration for local and intrastate work where the contract carrier supplies both the prime mover and the trailer.

Table C: Rates of remuneration for local and intrastate work where the contract carrier supplies the prime mover and the tyres for the principal contractor's trailer.

Table D: Rates of remuneration for Port Kembla Work (including the base rate of remuneration for Port Kembla Work - also referred to as the "Connor Rate") where the contract carrier supplies the prime mover only.

Table E: Rates of remuneration for Port Kembla Work where the contract carrier supplies both the prime mover and trailer.

Table F: Rates of remuneration for Port Kembla Work where the contract carrier supplies both the prime mover and the tyres for the principal contractor's trailer.

Table G: Deemed distances to apply for common trips from the Sydney Metropolitan Area to towns within the State of New South Wales, for the purpose of calculating intrastate remuneration.

Table H: Deemed distances to apply for common trips originating and terminating in the Sydney Metropolitan Area and passing through towns within the State of New South Wales, for the purposes of calculating intrastate remuneration.

Table I: Deemed distances to apply for common trips originating and/or terminating in Kembla Grange. These deemed distances are applicable only where the Principal Contractor's terminal or depot was located in Kembla Grange on 1 July 2022 and this was the only terminal or depot operated by the Principal Contractor in NSW at that date.

Table J: Deemed distances to apply for common trips originating and/or terminating at Minto.

(ii) Where:

- (a) a carrier performs a contract of carriage within the area, incidence and duration of this determination; and
- (b) the carrier is eligible to claim a rebate pursuant to the Commonwealth Government's Tax Fuel Credit Subsidy ['the subsidy'] for that contract of carriage; and
- (c) the carrier has been requested to apply for the subsidy pursuant to the scheme by the principal contractor;

the principal contractor may reduce the cartage rates payable in Tables "A", "B", "C", "D", "E" and "F" of Schedule I of this determination up to a maximum reduction of 1.84% of the rate otherwise payable to the carrier for the performance of that contract of carriage.

- (iii) Should a carrier become ineligible to claim a rebate pursuant to the subsidy or should the subsidy be abolished then the principal contractor shall not be permitted to reduce the cartage rates pursuant to subclause (ii).
- (iv) Should the subsidy be abolished or altered or modified leave is reserved to the parties to make application in relation to subclauses (ii) and (iii).
- (v) Whenever a rates contained in schedule 1 to this determination are altered the maximum reduction referred to in subclause (ii) of this schedule shall be calculated according to the following formula:
 - (a) $(\text{fuel per litre, less GST} - \text{fuel tax credit per litre}) / \text{fuel per litre, less GST} \times 100 = (a)$
 - (b) $\text{new weighting for fuel} \times (a) = (b)$
 - (c) $\text{reset weighting for fuel} - (b) = \text{maximum reduction}$

For the purpose of this formula the cost of fuel per litre shall be based on that benchmark adopted under schedule 2 of the Determination.

- (vi) Currently, the maximum reduction contained in subclause (ii) is calculated according to the following formula:
 - (d) $(126.09 - 17.8) / 126.09 \times 100 = (85.88\%)$
 - (e) $18.37 \times (85.88\%) = (15.78)$
 - (f) $16.58 - (15.78) = 0.81\%$

- (vii) The rates contained within this schedule shall take effect from the first full pay period to commence three (3) months after the date which the variation is approved by the Industrial Relations Commission of New South Wales.

Car Carriers Contract Determination Rate Adjustment						
	Percentage variation =			2.39%		
Category	Old Value	New Value	% Change	Current Weighting	New Weighting	Reset Weighting
Wages	975.50	1009.60	3.50	42.4	43.8822	42.86
Capital	110.90	111.40	0.45	13.24	13.2997	12.99
Insurances	189.80	194.80	2.63	14.17	14.5433	14.20
Registration	148.50	151.50	2.02	5.21	5.3153	5.19
R&M	138.10	144.50	4.63	6.23	6.5187	6.37
Tyres	142.10	143.00	0.63	1.26	1.2680	1.24
Fuel	126.09	126.09	-	15.11	15.1100	14.76
Admin	139.80	143.90	2.93	2.38	2.4498	2.39
				100.00	102.3869	100.00

Table A

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	44.28	70.16	92.75	115.04	127.07	51.79
2	66.90	104.32	131.47	159.26	174.28	78.24
3	85.75	132.10	162.45	197.49	215.82	100.22
4	100.79	154.95	193.23	235.79	257.12	117.87
5	112.11	186.46	224.11	274.03	298.66	131.08
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	44.28	23.40	23.20	23.11	21.16	51.79
2	66.90	34.77	32.87	31.84	29.04	78.24
3	85.75	43.92	40.63	39.48	34.52	100.22
4	100.79	51.65	48.34	47.16	42.89	117.87
5	112.11	62.16	56.03	54.80	49.79	131.08
Vehicle		Standing and Running Rate per Hour \$		Standing Rate per Hour \$		
1 car		56.53		43.86		
3 car		68.41		54.39		
4 car		77.33		61.88		
5 car		82.03		64.80		
6 car		88.70		70.84		
1 car tilt		66.07		50.66		
Intrastate Work						
Vehicle			Standing and Running Rate cents per Km			
1 Car			108.92			
3 Car			155.99			
4 Car			172.72			
5 Car			191.64			
6 car			206.02			
7 car			208.14			

1 car tilt	127.77
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Table B - Local Work

Local Work						
Zone Rates per Car Carriage - Prime Mover & Trailer						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	46.09	78.61	105.04	132.93	145.66	56.11
2	69.63	116.95	148.61	183.48	202.39	84.78
3	89.26	147.69	183.59	227.35	250.60	108.65
4	104.90	178.24	218.59	271.55	298.66	127.80
5	116.70	209.00	253.52	315.54	347.11	142.09
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	46.09	26.22	26.27	26.57	24.23	56.11
2	69.63	38.97	37.17	36.70	33.73	84.78
3	89.26	49.23	45.89	45.47	41.78	108.65
4	104.90	59.43	54.65	54.29	49.79	127.80
5	116.70	69.67	63.38	63.09	57.82	142.09

Vehicle	Standing and Running Rate per Hour \$	Standing Rate per Hour \$
1 car	58.82	46.01
3 car	76.69	55.03
4 car	80.21	58.03
5 car	94.43	67.37
6 car	102.94	86.96
1 car tilt	71.62	55.42

Intrastate Work	
Vehicle	Standing and Running Rate cents per Km
1 Car	107.10
3 Car	166.23
4 Car	184.57
5 Car	204.97
6 car	213.98
1 car tilt	131.86

Table C

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	44.78	71.01	94.83	117.42	129.23	51.76
2	67.70	105.62	134.38	161.94	177.29	78.12
3	86.80	133.36	165.98	199.90	219.32	100.17
4	102.07	161.08	197.59	239.67	261.38	117.78
5	113.48	188.79	229.18	278.67	303.42	131.03
Rates Per Car Delivered						

Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
1	44.78	23.65	23.68	23.51	21.55	51.76
2	67.70	35.19	33.58	32.40	29.53	78.12
3	86.80	44.47	29.80	39.97	36.54	100.17
4	102.07	53.68	49.42	47.93	43.59	117.78
5	113.48	62.96	57.32	55.73	50.59	131.03

Vehicle	Standing and Running Rate per Hour \$	Standing Rate per Hour \$
1 car	57.23	43.78
3 car	69.29	54.33
4 car	79.74	61.83
5 car	83.38	64.74
6 car	90.13	70.68
1 car tilt	66.06	50.59
Intrastate Work		
Vehicle	Standing and Running Rate cents per Km	
1 Car	111.54	
3 Car	160.38	
4 Car	181.42	
5 Car	199.07	
6 car	214.17	
1 car tilt	127.70	

Table D

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	247.58	342.53	381.65	417.92	450.67	289.24
1	274.55	375.17	418.54	461.20	493.19	320.75
2	301.50	407.79	455.39	496.15	535.48	352.30
3	328.42	440.43	492.27	535.25	577.75	383.77
4	355.42	473.05	529.09	574.37	620.04	415.31
5	416.04	546.43	612.08	662.38	715.19	486.16
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	247.58	114.19	95.39	83.58	75.15	289.24
1	274.55	125.05	104.64	91.40	82.19	320.75
2	301.50	135.93	113.87	99.22	89.24	352.30
3	328.42	146.81	123.06	107.06	94.92	383.77
4	355.42	157.69	132.28	114.88	103.34	415.31
5	416.04	182.14	153.01	132.49	119.19	486.16

Vehicle	Standing and Running Rate per Hour \$	Standing Rate per Hour \$
1 car	53.94	41.79
3 car	65.26	51.82

4 car	73.75	58.96
5 car	78.21	61.76
6 car	84.58	67.50
1 car tilt	63.01	48.28
Intrastate Work		
Vehicle	Standing and Running Rate cents per Km	
1 Car	103.86	
3 Car	148.75	
4 Car	164.70	
5 Car	182.75	
6 car	196.46	
1 car tilt	121.85	

Table E

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	247.58	360.80	403.32	444.30	475.15	303.18
1	275.65	397.41	445.57	489.32	524.22	337.33
2	303.71	433.98	487.25	534.33	573.32	393.93
3	331.73	470.55	528.96	579.35	622.42	405.63
4	359.77	507.11	570.65	624.38	671.50	439.75
5	422.90	589.41	664.48	725.67	781.97	516.62
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	247.58	120.26	100.97	88.86	79.20	303.18
1	275.65	132.48	111.37	97.87	87.37	337.33
2	303.71	144.67	121.83	106.88	95.54	393.23
3	331.73	156.88	132.24	115.84	103.73	405.63
4	359.77	169.05	142.68	124.88	111.92	439.75
5	422.90	196.48	166.13	145.14	130.34	516.62
Vehicle		Standing and Running Rate per Hour \$			Standing Rate per Hour \$	
1 car		56.08			43.88	
3 car		73.15			52.47	
4 car		83.41			60.36	
5 car		90.05			64.23	
6 car		98.17			74.62	
1 car tilt		68.30			52.86	

Intrastate Work	
Vehicle	Standing and Running Rate cents per Km
1 Car	102.12
3 Car	158.51
4 Car	176.01
5 Car	195.47
6 car	204.05
1 car tilt	125.73

Table F

Local Work						
Zone Rates per Car Carriage - Prime Mover						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	251.94	349.99	396.41	430.48	464.70	273.80
1	279.22	383.03	434.11	470.26	507.70	309.73
2	306.53	416.05	471.80	509.99	550.67	349.60
3	333.80	449.08	509.48	549.78	593.63	363.34
4	361.08	482.14	547.18	589.55	636.97	393.16
5	422.44	556.45	631.98	679.01	733.36	460.27
Rates Per Car Delivered						
Zone	1 Car Capacity \$	3 Car Capacity \$	4 Car Capacity \$	5 Car Capacity \$	6 Car Capacity \$	1 Car Tilt \$
Base rate	251.94	116.65	99.10	86.10	77.44	289.07
1	279.22	127.67	108.53	94.02	71.34	327.00
2	306.53	138.69	117.97	102.01	91.79	369.09
3	333.80	149.68	127.37	109.95	98.93	383.60
4	361.08	160.73	136.79	117.92	106.11	415.08
5	422.44	185.48	158.00	135.80	122.22	485.93

Vehicle	Standing and Running Rate per Hour \$	Standing Rate per Hour \$
1 car	54.58	41.74
3 car	66.07	51.81
4 car	75.39	58.95
5 car	79.52	61.74
6 car	85.95	67.41
1 car tilt	63.00	48.24
Intrastate Work		
Vehicle	Standing and Running Rate cents per Km	
1 Car	106.36	
3 Car	152.94	
4 Car	173.01	
5 Car	189.84	
6 car	204.25	
1 car tilt	121.78	

Table G

EX SYDNEY All distances in Kilometres

Town	One Way	Return	Town	One Way	Return
Albion Park	104	208	Kiama	118	236
Albury	571	1142	Kurri Kurri	159	318
Ardlethan	498	996	Kyogle	827	1654
Armidale	545	1090	Lake Cargellico	592	1184
Baradine	499	998	Lawson	92	184
Barraba	522	1044	Leeton	563	1126
Batemans Bay	278	556	Lismore	788	1576
Bathurst	205	410	Lithgow	145	290
Bega	428	856	Macksville	492	984
Bellingen	542	1084	Maitland	183	366
Belmont	139	278	Mayfield	161	322

Blaney	243	486	Merriwa	352	704
Boggabri	493	986	Milton	219	438
Bombala	500	1000	Mittagong	116	232
Bourke	778	1556	Molong	295	590
Bowral	125	250	Moree	645	1290
Brewarrina	784	1568	Moruya	305	610
Broadmeadow	159	318	Moss Vale	138	276
Broken Hill	1153	2306	Mudgee	259	1290
Bulahdelah	255	510	Murwillumbah	846	1692
Burrill Lake	230	460	Muswellbrook	277	554
Canberra	291	582	Nambucca Heads	505	1010
Canowindra	311	622	Narrabri	450	900
Cardiff	159	318	Narrandera	570	1140
Casino	795	1590	Newcastle	159	318
Cessnock	167	334	Nowra	158	316
Charlestown	149	298	Nyngan	575	1150
Cobar	702	1404	Orange	260	520
Coffs Harbour	557	1114	Parkes	360	720
Collarenbri	763	1526	Peak Hill	409	818
Condobolin	464	928	Picton	96	192
Coolah	380	760	Port Kembla	89	178
Cooma	412	824	Port Macquarie	400	800
Coonabarrabran	455	910	Queanbeyan	295	590
Coonamble	571	1142	Quirindi	379	758
Cootamundra	387	774	Raymond Terrace	177	354
Cowra	314	628	Rylstone	228	456
Crookwell	246	492	Scone	304	608
Dapto	98	196	Singleton	230	460
Deniliquin	769	1538	Springwood	76	152
Dorrigo	572	1144	Tamworth	435	870
Dubbo	410	820	Taree	322	644
Dungog	228	456	Temora	432	864
Eden	487	974	Tenterfield	736	1472
Ettamogah	565	1130	Toronto	147	294
Eugowra	345	690	Tottenham	570	1140
Forbes	382	764	Trangie	483	966
Forster	329	658	Trundle	420	840
Gilgandra	475	950	Tullamore	452	904
Glenn Innes	644	1288	Tumbarumba	476	952
Gloucester	273	546	Tumut	416	832
Gosford	78	156	Tweed Heads	878	1756
Goulburn	199	398	Ulladulla	225	450
Grafton	639	1278	Uralla	524	1048
Grenfell	369	738	Wagga	468	936
Gresford	229	458	Walcha	527	1054
Griffith	583	1166	Walgett	686	1372
Gulargombone	526	1052	Warialda	627	1254
Gulgong	289	578	Warilla	100	200
Gundagai	384	768	Warren	536	1072
Gunnedah	454	908	Wauchope	396	792
Gunning	243	486	Wellington	360	720
Guyra	584	1168	West Wyalong	473	946
Harden	348	696	Williamstown	183	366
Hay	731	1462	Wingham	335	670
Hexam	167	334	Wollongong	81	162
Hillston	681	1362	Woonona	75	150

Inverell	697	1394	Wyong	93	186
Junece	442	884	Yass	280	560
Kandos	221	442	Young	383	766
Katoomba	105	210			
Kempsey	439	878			

TABLE H

All distances in Kilometres

From	Via	To	Total
Sydney	Albury/Corowa	Sydney	1256
Sydney	Albury/Wagga	Sydney	1166
Sydney	Armidale/Walcha	Sydney	1136
Sydney	Bathurst/Cowra/ Grenfell/ West Wyalong/ Ardllethan/Leeton	Sydney	1171
Sydney	Bega/Bombala	Sydney	1034
Sydney	Bega/Cooma	Sydney	950
Sydney	Bega/Cooma/Eden	Sydney	1068
Sydney	Bellingen/Coffs Harbour	Sydney	1138
Sydney	Canberra/Queanbeyan	Sydney	603
Sydney	Canberra/Yass	Sydney	628
Sydney	Cardiff/Mayfield	Sydney	324
Sydney	Cessnock/Kurri	Sydney	341
Sydney	Cessnock/Maitland	Sydney	380
Sydney	Collarenebri/Moree	Sydney	1552
Sydney	Cooma/Bombala/Bega/Eden	Sydney	1152
Sydney	Cowra/Canowindra	Sydney	660
Sydney	Cowra/Eugowra	Sydney	723
Sydney	Cowra/West Wyalong/Rankin Springs/Griffith	Sydney	1262
Sydney	Cowra/West Wyalong/Ardlethan Dorriggo/Coffs Harbour	Sydney	1041
Sydney		Sydney	1198
Sydney	Gilgandra/Coonabarabran	Sydney	1024
Sydney	Glenn Innes/Moree	Sydney	1422
Sydney	Glenn Innes/Moree/Inverell	Sydney	1497
Sydney	Gloucester/Dungog	Sydney	561
Sydney	Gloucester/Taree	Sydney	668
Sydney	Gloucester/Taree/Wingham	Sydney	674
Sydney	Gresford/Singleton	Sydney	500
Sydney	Kempsey/Wauchope	Sydney	894
Sydney	Maitland/Kurri	Sydney	357
Sydney	Mudgee/Bathurst/Lithgow	Sydney	681
Sydney	Mudgee/Kandos	Sydney	544
Sydney	Newcastle/Williamstown	Sydney	366
Sydney	Orange/Blayney	Sydney	538
Sydney	Port Macquarie/Kempsey	Sydney	886
Sydney	Port Macquarie/Kempsey/Wauchope	Sydney	902
Sydney	Port Macquarie/Wauchope	Sydney	816
Sydney	Tamworth/Armidale/Glenn Innes/Inverell/Bingara/Manilla	Sydney	1408
Sydney	Tamworth/Gunnedah	Sydney	965
Sydney	Tamworth/Moree (via Narrabri)	Sydney	1348
Sydney	Tamworth/Moree (via Wyallda)	Sydney	1352
Sydney	Tamworth/Quirindi	Sydney	880
Sydney	Toronto/Newcastle	Sydney	334
Sydney	Tumut/Wagga	Sydney	1013
Sydney	Warillda/Albion Park	Sydney	214

TABLE I

EX Kembla Grange All distances in Kilometres. Note: These deemed distances are applicable only where a Principal Contractor's sole terminal or depot in NSW was located in Kembla Grange on 1 July 2022.

Town	One way	Return
Armidale	627	1254
Batemans Bay	191	382
Bathurst	265	530
Bega	335	670
Bombala	448	896
Canberra	260	520
Coffs Harbour	638	1276
Cooma	362	724
Coonabarabran	520	1040
Cootamundra	344	688
Cowra	368	736
Dubbo	474	948
Eden	380	760
Forbes	440	880
Gilgandra	502	1004
Griffith	542	1084
Gunnedah	542	1084
Inverell	724	1448
Kempsey	533	1066
Leeton	525	1050
Lockhart	486	972
Moree	749	1498
Moruya	215	430
Mudgee	331	662
Muswellbrook	362	724
Narrabri	646	1292
Nyngan	636	1272
Orange	321	642
Parkes	424	848
Port Macquarie	499	998
Quirindi	463	926
Scone	387	774
Singleton	314	628
Tamworth	520	1040
Taree	426	852
Tuggeranong	269	538
Tumut	375	750
Wagga Wagga	439	878
Walcha	607	1214
Warren	581	1162
Wellington	422	844
West Wyalong	458	916
Yass	249	498
Young	339	678

TABLE J

EX Minto All distances in Kilometres

Town	One Way	Return	Town	One Way	Return
Albion Park	89	178	Kempsey	463	926
Albury	504	1008	Kiama	105	210
Ardlethan	441	882	Kurri Kurri	191	382
Armidale	555	1110	Kyogle	784	1568
Baradine	496	992	Lake Cargellico	560	1120
Barraba	539	1078	Lawson	84	168
Batemans Bay	263	526	Leeton	506	1012
Bathurst	198	396	Lismore	768	1536
Bega	407	814	Lithgow	134	268
Bellingen	558	1116	Macksville	515	1030
Belmont	179	358	Maitland	205	410
Blaney	232	464	Mayfield	186	372
Boggabri	514	1028	Merriwa	352	704
Bombala	435	870	Milton	203	406
Bourke	754	1508	Mittagong	67	134
Bowral	74	148	Molong	286	572
Brewarrina	759	1518	Moree	669	1338
Broadmeadow	201	402	Moruya	290	580
Broken Hill	1138	2276	Moss Vale	81	162
Bulahdelah	280	560	Mudgee	260	520
Burrill Lake	223	446	Murwillumbah	839	1678
Canberra	242	484	Muswellbrook	292	584
Canowindra	300	600	Nambucca Heads	529	1058
Cardiff	195	390	Narrabri	576	1152
Casino	754	1508	Narrandera	500	1000
Cessnock	197	394	Newcastle	205	410
Charlestown	189	378	Nowra	149	298
Cobar	681	1362	Nyngan	550	1100
Coffs Harbour	567	1134	Orange	252	504
Collarenabri	753	1506	Parkes	351	702
Condobolin	452	904	Peak Hill	396	792
Coolah	368	736	Picton	44	88
Cooma	349	698	Port Kembla	79	158
Coonabarrabran	451	902	Port Macquarie	429	858
Coonamble	528	1056	Queanbeyan	243	486
Cootamundra	333	666	Quirindi	393	786
Cowra	355	710	Raymond Terrace	211	422
Crookwell	190	380	Rylstone	232	464
Dapto	79	158	Scone	318	636
Deniliquin	663	1326	Singleton	244	488
Dorrigo	587	1174	Springwood	67	134
Dubbo	386	772	Tamworth	449	898
Dungog	297	594	Taree	356	712
Eden	453	906	Temora	377	754
Ettamogah	489	978	Tenterfield	705	1410
Eugowra	333	666	Toronto	176	352
Forbes	369	738	Tottenham	492	984
Forster	349	698	Trangie	458	916
Gilgandra	432	864	Trundle	404	808
Glenn Innes	652	1304	Tullamore	440	880
Gloucester	306	612	Tumbarumba	444	888

Gosford	120	240	Tumut	364	728
Goulburn	148	296	Tweed Heads	854	1708
Grafton	653	1306	Ulladulla	212	424
Grenfell	357	714	Uralla	532	1064
Gresford	269	538	Wagga	414	828
Griffith	526	1052	Walcha	534	1068
Gulgong	483	966	Walgett	644	1288
Gundagai	289	578	Warialda	641	1282
Gunnedah	327	654	Warilla	92	184
Gunning	472	944	Warren	526	1052
Guyra	194	388	Wauchope	418	836
Harden	593	1186	Wellington	351	702
Hay	292	584	West Wyalong	446	892
Hexam	676	1352	Williamstown	218	436
Hillston	202	404	Wingham	365	730
Inverell	633	1266	Wollongong	71	142
Junee	626	1252	Woonona	74	148
Kandos	384	768	Wyong	136	272
Katoomba	225	450	Yass	233	466
	98	196	Young	327	654

Schedule 2**Procedure and Time for Adjustment of Rates and Amounts**

1. The rates prescribed in Schedule 1 may be adjusted each year upon application to the Industrial Relations Commission of New South Wales.
2. Applications for adjustment shall be made by reference to the calculated weighted movements in the following benchmarks for each cost component, calculated as at the end of the September Quarter each year.

Component	Benchmark	Current Index	Current Weighting
Wages	Road Transport and Distribution Award 2010, Grade Three Transport Worker Agreed Figure.	1009.60	42.4
Capital	ABS Consumer Price Index (CPI), Transportation Group, Motor Vehicles	111.4	13.24
Insurances	ABS CPI Financial and insurance services, Insurance Services	194.8	14.17
Registration	ABS CPI, Transportation Group, Other Motoring Charges.	151.50	5.21
Repairs & Maintenance	ABS CPI, Transportation Group, Motor Vehicle Repair and Servicing	144.50	6.23
Tyres	ABS CPI, Transportation Group, Motor Vehicle Parts and Accessories	143.00	1.26
Fuel	AIP NSW State Average for the Retail Price of diesel (excluding GST), calculated by determining the average of the weekly figures between the end of the quarter relating to the last variation and the end of the quarter prior to any new variation. Such calculations must only take into consideration figures for each relevant full quarter of the year. The end of quarters are as follows: December 31, March 31, June 30 and September 30.	126.09	15.11
Administration	ABS CPI, All Groups, Sydney	143.90	2.38
Total			100.00

3. Each cost component shall be re-weighted after each adjustment.
4. The Union, the Industry Principal Contractors, and their nominated representatives shall confer with a view to reaching agreement on any application for adjustment.
5. If the combined benchmarks for the cost components of fuel, insurances, tyres, and repairs and maintenance move between adjustments to the extent that a variation to the total rates of more than either a positive or negative 2 per cent, then an interim adjustment to the rates may be applied for.
6. Any variation to rates payable within this determination shall take effect not earlier than the first full pay period to commence three (3) months after the date which such variation is approved by the Industrial Relations Commission of New South Wales. This shall not apply to any interim adjustment.

TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 77087 of 2022)

Before Commissioner McDonald

13 April 2025

VARIATION

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

F.3.2 For pay periods commencing between 20 April 2026 and 17 May 2026, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.17
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.21
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.31
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.31
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.31
Rigid-carrying capacity over 14 tonnes or more	\$0.40
Single Axle Prime Mover	\$0.40
Bogie Axle Prime Mover	\$0.49

For pay periods commencing between 17 November 2025 and 21 December 2025, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.08
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.10
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.15
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.15
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.15
Rigid-carrying capacity over 14 tonnes or more	\$0.19
Single Axle Prime Mover	\$0.19
Bogie Axle Prime Mover	\$0.23

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

For pay periods commencing between 20 April 2026 and 17 May 2026:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$4.36
Rigid-carrying capacity over 10 and including 12 tonnes	\$4.36
Rigid-carrying capacity over 12 and including 14 tonnes	\$4.36
Rigid-carrying capacity over 14 tonnes or more	\$5.59
Single Axle Prime Mover	\$5.61
Bogie Axle Prime Mover	\$6.81

For pay periods commencing between 17 November 2025 and 21 December 2025:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$2.09
Rigid-carrying capacity over 10 and including 12 tonnes	\$2.09
Rigid-carrying capacity over 12 and including 14 tonnes	\$2.09
Rigid-carrying capacity over 14 tonnes or more	\$2.68
Single Axle Prime Mover	\$2.69
Bogie Axle Prime Mover	\$3.26

3. This variation will take effect on 20 April 2026.

J. McDONALD, *Commissioner*

Printed by the authority of the Industrial Registrar.

(105)

SERIAL C9828

TRANSPORT INDUSTRY - GENERAL CARRIERS CONTRACT DETERMINATION 2017

AWARD REPRINT

This reprint of the consolidated contract determination is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 29 April 2026.

M. WELCH, *Industrial Registrar*

Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9830	15 March 2024	18 March 2024	396	927
C9832	26 April 2024	15 April 2024	396	932
C9833	24 May 2024	20 May 2024	396	935
C9834	24 June 2024	1 June 2024	396	938
C9835	24 June 2024	17 June 2024	396	944
C9836	23 July 2024	15 July 2024	396	966
C9846	14 October 2024	19 August 2024	396	1049
C9847	14 October 2024	16 September 2024	396	1051
C9853	1 November 2024	21 October 2024	396	1101
C9860	29 November 2024	18 November 2024	397	157
C9876	24 January 2025	1 December 2024	397	410
C9897	21 February 2025	16 December 2024	397	690
C9935	28 February 2025	20 January 2025	397	881
C9936	28 February 2025	17 February 2025	397	883
C9942	28 March 2025	17 March 2025	397	1235
C9949	9 May 2025	21 April 2025	397	1412
C9984	30 May 2025	19 May 2025	397	2485
C9989	26 June 2025	16 June 2025	397	3118
C10015	22 July 2025	21 July 2025	398	46
C10021	19 August 2025	18 July 2025	398	129
C10029	15 September 2025	18 August 2025	398	202
C10036	1 October 2025	22 September 2025	398	304
C10063	28 October 2025	20 October 2025	398	450
C10074	27 November 2025	17 November 2025	398	1072
C10105	12 February 2026	10 December 2025	398	1555
C10135		20 April 2026		

DETERMINATION

Clause No. Subject Matter

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2. Application
3. Savings clause
4. Promotion of Determination

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27. Union Delegates
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Schedule C - Procedure and Time for Adjustments of Rates

Schedule D - Nominated Contract Determinations

Schedule E – Superannuation Contribution Arrangements

Schedule F – Temporary Fuel Surcharge

PART 1 - APPLICATION AND OPERATION**1. Definitions**

1.1 In this Determination:

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

Additional Amount has the meaning attributed to it in Schedule A;

Carrying Capacity in relation to a Vehicle means the mass of the maximum load which the Vehicle may legally carry;

Cartage Rate Schedule means a written schedule (which may be an electronic document) identifying:

- (a) the basis of calculation of the Cartage Rates (e.g. per hour, per km or some other basis);
- (b) the amount of remuneration to be paid to the Contract Carrier for the Cartage Work (e.g. \$100 per hour); and
- (c) the timing of the payment of remuneration (e.g. the day of the week on which remuneration will be paid and the pay period).

Cartage Work means work performed under a Contract of Carriage;

Cost Model means the spreadsheet marked as Exhibit 1 in Matter No. 2019/48046;

Class of Vehicle means either a single axle drive prime mover or a bogie axle drive prime mover or, in the case of any other Vehicle, a Vehicle of a particular Carrying Capacity;

Contract of Carriage has the meaning given to that expression by the Act; Contract Carrier has the meaning given to that expression by the Act;

Delegate means a Union delegate of Contract Carriers based at a terminal and includes a co- delegate;

Determination means this Transport Industry - General Carriers Contract Determination;

Driver means a natural person operating the Contract Carrier's Vehicle who is approved in accordance with clause 11.6;

Finishing Place means:

- (a) the sites or depots where the Contract Carrier is principally engaged (which may be a network of depots within reasonable proximity); or
- (b) where the Principal Contractor and the Contract Carrier have agreed on an alternative location, the agreed alternative location; or
- (c) a place specified by the Principal Contractor, but only if the Contract Carrier is not principally engaged at a site or depot, save that any agreed or specified Finishing Place must be reasonable in the circumstances;

IRC means the Industrial Relations Commission of New South Wales;

Light Vehicle means a Vehicle with a Carrying Capacity of up to and including 3 tonnes;

Light Vehicle Rates means the minimum rates of remuneration set out in Schedule A.3 in this Determination that are expressed to apply to Light Vehicles.

Misconduct means consuming alcohol immediately before, or while undertaking work for the Principal Contractor, being under the influence of alcohol or a drug while undertaking work for the Principal Contractor, being dishonest or abusive while undertaking work for the Principal Contractor or in dealings with the Principal Contractor or customers, consignors, consignees or their respective representatives, or falsifying documents submitted to the Principal Contractor;

Nominated Contract Determination means a determination listed in Schedule D and any successor to those determinations;

Principal Contractor has the meaning given to that expression by the Act;

Regular Contract Carrier means a Contract Carrier who operates under a contract with a Principal Contractor and who is wholly or principally engaged by that Principal Contractor;

Specialised Vehicle means:

- (a) a rigid Vehicle with a tipping body;
- (b) an articulated Vehicle with a tipping trailer;
- (c) a Vehicle combination with a tipping trailer;
- (d) a rigid Vehicle with a tanker;
- (e) an articulated Vehicle with a tanker trailer;
- (f) a Vehicle combination with a tanker trailer;
- (g) a rigid or articulated Vehicle with a premixed concrete agitator;
- (h) a rigid, articulated or combination Vehicle that utilises a forklift or crane that is used to load and/or unload the Vehicle carting bricks, roof tiles, precast concrete panels, masonry or pottery;
- (i) a Vehicle with a trailer designed for the carrying of motor Vehicles; and
- (j) a Vehicle with a trailer designed to carry heavy machinery, operating plant or wide loads (a float),

save that a Specialised Vehicle does not include a Vehicle listed above if the Vehicle is being used in a manner or to cart materials or products for which it would not customarily be used for;

Starting Place means:

- (a) the sites or depots where the Contract Carrier is principally engaged (which may be a network of depots within reasonable proximity); or
- (b) where the Principal Contractor and the Contract Carrier have agreed on an alternative location, the agreed alternative location; or
- (c) a place specified by the Principal Contractor, but only if the Contract Carrier is not principally engaged at a site or depot,

save that any agreed or specified Starting Place must be reasonable in the circumstances; Union means the Transport Workers' Union of New South Wales; and

Vehicle means a Vehicle used by a Contract Carrier for the purpose of a Contract of Carriage.

Work Distance means the distance necessarily travelled by a Contract Carrier in the course of performing a Contract of Carriage, counted from the moment of departure from the Starting Place to the completion of Cartage Work at the Finishing Place;

Work Time means the time during which a Contract Carrier is necessarily engaged performing a Contract of Carriage. To avoid doubt, Work Time includes all time during which the Contract Carrier is required by the Principal Contractor to be at their disposal and/or at their direction, but excluding time lost because of breakdowns or accidents and the time taken by the Contract Carrier for meal breaks;

2. Application

- 2.1 This Determination applies to all Contracts of Carriage other than Contracts of Carriage:
- (a) which are covered by one of the Nominated Contract Determinations; and/or
 - (b) which are performed using a Specialised Vehicle.
- 2.2 This Determination takes effect on and from 6 August 2019 and shall have a nominal term of 3 years.

3. Savings Clause

- 3.1 No Contract Carrier shall suffer a reduction in their terms and conditions of engagement because of the making of this Determination.
- 3.2 This subclause applies to Contracts of Carriage entered into prior to 1 March 2022 that are performed by a Vehicle with a Carrying Capacity over 2 tonnes and up to and including 3 tonnes. No Contract Carrier shall suffer a reduction in the rates paid for such Contracts of Carriage (as were being paid immediately prior to the first pay period commencing on or after 1 March 2022) because of the introduction of Light Vehicle Rates.

4. Promotion of Determination

- 4.1 Within fourteen days of the commencement of this determination the Principal Contractor shall provide every Contract Carrier it currently engages a copy of this Determination.
- 4.2 The Principal Contractor shall provide every new Contract Carrier it engages after this Determination commences with a copy of this Determination within seven days of the engagement.
- 4.3 A Principal Contractor shall provide every Contract Carrier it engages with a copy of any variation to this Determination within fourteen days of the variation being published in the NSW Industrial Gazette.
- 4.4 The obligations in paragraphs 4.1 to 4.3 of this clause may be satisfied by providing an electronic copy of the instrument by email or other electronic means. A Principal Contractor may require, and the Contract Carrier shall provide, a current email address for that purpose.
- 4.5 Notwithstanding the terms of paragraphs 4.1-4.3 a Principal Contractor is not obliged to provide a copy of the documents more than once in any 12 months.
- 4.6 A Principal Contractor shall display a copy of the determination and any variations then in force. at the Principal Contractor's workplace.

Part. 2 - Operational Matters

5. Vehicles

5.1 Supply and Suitability

The Contract Carrier must supply a Vehicle, which must:

- (a) meet the Vehicle specification required by the Principal Contractor; and
- (b) be approved by the Principal Contractor prior to performing Cartage Work.

5.2 Registration

The Contract Carrier must at the Contract Carrier's own expense register their Vehicle.

5.3 Maintenance and Repair

The Contract Carrier must mechanically maintain and repair their Vehicle at their own expense.

5.4 Running Expenses

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

5.5 Cease Using Vehicle

- (a) Where a Principal Contractor has a reasonable concern that a Contract Carrier's Vehicle is not, or may not be, roadworthy to perform the Cartage Work, the Principal Contractor may:
 - (i) direct the Contract Carrier to stop using the Vehicle (or any part of it) pending;
 - (A) inspection and/or testing of the Vehicle; and/or
 - (B) where necessary, the carrying out of any repairs and/or maintenance.
- (b) The Principal Contractor must not take any steps under clause 5.5(a) until the Principal Contractor has put its reasonable concern to the Contract Carrier.
- (c) The Contract Carrier will not suffer any loss of remuneration where they are directed to stop using their Vehicle under this clause, and where the inspection and/or testing of the Vehicle proves that the Vehicle was roadworthy to perform the Cartage Work.

5.6 Inspections and Tests

The Contract Carrier must make the Vehicle available for inspection or testing as and when reasonably required by the Principal Contractor.

5.7 Communication and Related Technology

- (a) The Principal Contractor may supply the Contract Carrier with communication and related technology for use in the Contract Carrier's Vehicle.
- (b) Where such communication and/or related technology is supplied by the Principal Contractor:
 - (i) The Principal Contractor must install and maintain the communication and related technology required by the Principal Contractor and the Contract Carrier must operate it efficiently as directed by the Principal Contractor.
 - (ii) The Contract Carrier has full responsibility for the safe custody of the communication and related technology.
 - (iii) The Contract Carrier must:
 - (A) not add to, alter or modify the communication and related technology;

- (B) indemnify the Principal Contractor, and keep the Principal Contractor indemnified at all times, against destruction or loss of the communication and related technology;
 - (C) not pledge the credit of the Principal Contractor in respect of, or create any lien upon, the communication and related technology; and
 - (D) not without the prior written consent of the Principal Contractor use the communication and related technology for anything but the Cartage Work.
- (c) The Contract Carrier must stop using the communication and related technology (or any part of it) if the Principal Contractor so directs because in the Principal Contractor's opinion that is appropriate pending the carrying out of any repairs, maintenance, inspection or testing.
- (d) Immediately upon the ending or termination of any head contract under which the Contract Carrier performs the Cartage Work:
 - (i) the Contract Carrier must return the communication and related technology to the Principal Contractor in good order and condition, save for any fair wear and tear only; and
 - (ii) the Principal Contractor must make good any repairs to the Contract Carrier's Vehicle arising from the removal of the communication and related technology.

5.8 Vehicles

- (a) The Principal Contractor has the right to specify the age and the Class of Vehicle used in the performance of Contracts of Carriage prior to the engagement of a Contract Carrier.
- (b) If a Principal Contractor reasonably believes that the Vehicle of the Contract Carrier is not suitable for undertaking the required Cartage Work, the Principal Contractor has the right to require an upgrade (which may include the purchase of a new or newer Vehicle) of the Contract Carrier's Vehicle subject to the provision of a period which is reasonable in the circumstances and any such direction to upgrade being set out in writing.
- (c) The Contract Carrier must not replace the Vehicle used to perform Cartage Work without the prior written consent of the Principal Contractor.

5.9 Painting and sign-writing

- (a) Unless otherwise agreed, a Principal Contractor may paint and/or sign-write the Contract Carrier's Vehicle in the Principal Contractor's colours at the Principal Contractor's expense (but not before the Contract Carrier has completed three months continuous Cartage Work for the Principal Contractor).
- (b) In the case of a Contract Carrier ceasing to perform Work for the Principal Contractor, the Principal Contractor must bear the cost of reversing any painting and sign-writing and removing all equipment and signs supplied by the Principal Contractor and make good the affected areas of the Vehicle to the original specification.
- (c) A Principal Contractor must take, and a Contract Carrier must cooperate with, reasonable steps to minimise or avoid the loss of remuneration which would otherwise be suffered by the Contract Carrier because the Vehicle is being painted and/or sign-written at the request of the Principal Contractor, including by:
 - (i) providing the Contract Carrier with an alternative vehicle with which to perform work; and/or
 - (ii) by painting or sign-writing the Vehicle during a period in which the driver has previously arranged to take leave; and/or

- (iii) by the Principal Contractor compensating the Contract Carrier for any loss of remuneration suffered.

6. Loading and Delivery

6.1 Report at Starting Place and Time

The Contract Carrier must report available for the Cartage Work with the Vehicle at the Starting Place.

6.2 Checking of Load

After loading the Vehicle and before leaving the loading place, the Contract Carrier must:

- (a) ensure that the load is secured; and
- (b) immediately report to the Principal Contractor if the Contract Carrier believes that the goods do not comply with the specification on the delivery docket or exceeds the maximum legal payload for the Vehicle.

6.3 Delivery

Immediately after checking the load the Contract Carrier must deliver the goods to whatever addresses the Principal Contractor instructs using:

- (a) the route directed by the Principal Contractor; or
- (b) if no such direction is given, using the shortest practicable route.

6.4 Unloading

The Contract Carrier must:

- (a) use every reasonable effort at the delivery site to obtain:
 - (i) directions from the customer concerning the manner and position to unload the goods; and
 - (ii) from the customer the signatures required by the Principal Contractor; and
- (b) unload the goods at the delivery site in the manner and position reasonably directed by the customer.

6.5 Unsafe Unloading

If the unloading of the goods at any delivery site will place the Driver in a position of imminent risk to their health and safety, the Contract Carrier must immediately notify the Principal Contractor prior to unloading the goods and comply with any instructions given by the Principal Contractor concerning the unloading of the goods.

6.6 Return

After completing the deliveries, the Contract Carrier must report to whatever site (if any) the Principal Contractor instructs using the shortest practicable route from the final unloading site.

6.7 Custody

The Contract Carrier shall:

- (a) be responsible for the equipment and gear and for the safe loading of the Vehicle and the securing and appropriate weather protection of the load and shall be present to supervise and assist in the loading and unloading of the Vehicle and/or the container loaded on the Vehicle;
- (b) in the case of pre-loaded Vehicles, be responsible for checking the load for safety and satisfactory method of loading; and
- (c) exercise all reasonable care and diligence in the carriage and safe keeping of the goods in charge.

7. Fatigue Management and Heavy Vehicle Compliance

7.1 Fatigue management and heavy vehicle compliance

Fatigue management and heavy vehicle compliance is principally regulated in NSW by the:

- (a) Heavy Vehicle National Law, and associated regulations;
- (b) *Work Health and Safety Act 2011* (NSW); and
- (c) Transport Industry Mutual Responsibility Contract Determination.

7.2 Taking of Fatigue Breaks

Each Contract Carrier must take fatigue breaks, without payment, as required by law.

8. Uniforms

8.1 Supply of Uniform

If the Driver of the Contract Carrier's Vehicle is required by the Principal Contractor to wear a special uniform when undertaking Cartage Work for the Principal Contractor, the uniform must be supplied by the Principal Contractor at no cost to the Contract Carrier.

8.2 Obligation to wear

Where a uniform is so provided, the Contract Carrier must ensure that it is worn by the Driver at all times while undertaking Cartage Work for the Principal Contractor.

8.3 Property

The uniform remains the property of the Principal Contractor.

8.4 Quantity

The Principal Contractor must provide a sufficient number of uniform articles to enable the Contract Carrier to wear a clean uniform at the start of each Cartage Working day.

8.5 Replacement

An item forming part of the uniform must be replaced by the Principal Contractor when required by fair wear and tear, provided that should loss or damage to an item forming part of the uniform occur due to the negligence of the Contract Carrier, the item must be repaired or replaced by the Contract Carrier at the Contract Carrier's cost.

9. Lunch Break

9.1 Entitlement

Each Contract Carrier is entitled to and must take a 30 minute unpaid lunch break on each day Cartage Work is performed for a Principal Contractor for more than 4 hours provided that where it is safe and reasonably practicable to do so, the Contract Carrier must take the lunch break in conjunction with a fatigue break.

9.2 Reporting

A Contract Carrier who ceases Cartage Work for a lunch break in accordance with clause 9.1 must report that fact to the Principal Contractor.

10. Annual Leave

10.1 Entitlement

A Regular Contract Carrier may take four weeks' annual leave without payment.

10.2 When the Entitlement Falls Due

The leave entitlement falls due each year on the anniversary of the commencement date of the first Contract of Carriage between the Contract Carrier and the Principal Contractor.

10.3 Period to Take Leave

Such leave is to be taken by the Contract Carrier within 6 months of the leave falling due (or within such extended time as the Contract Carrier and the Principal Contractor may agree) and at a time mutually convenient to the Contract Carrier and the Principal Contractor.

10.4 Utilisation of Vehicle

To avoid any doubt, and unless otherwise agreed between the parties, during any period of annual leave the Contract Carrier has no obligation to present their Vehicle to the Principal Contractor for Cartage Work.

10.5 Lapse of Entitlement

If the leave is not taken within the time provided for in this clause, the entitlement to the leave will lapse.

Part. 3 - Rights and Responsibilities

11. Contract Carrier Obligations

11.1 Core Obligations

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

- (a) with due care and skill and in a proper, co-operative and professional manner;
- (b) safely, and in accordance with the Principal Contractor's safety requirements;
- (c) in accordance with the day to day operational directions given by the Principal Contractor;
- (d) in accordance with any lawful and reasonable direction, policy, procedure or specifications provided by the Principal Contractor;
- (e) without jeopardising or damaging the Principal Contractor's business; and
- (f) in compliance with all relevant laws.

11.2 Compliance with Employment Laws

The Contract Carrier must comply with the provisions of any relevant employment law, including but not limited to laws concerning income tax, workers' compensation, superannuation, annual leave, long service leave or any award, order, determination or agreement of a competent industrial tribunal.

11.3 Administration

The Contract Carrier must:

- (a) return to the Principal Contractor all delivery dockets, daily Cartage Work sheets or other records required by the Principal Contractor as and when required;
- (b) maintain up to date and accurate log books as required under any relevant law and/or by the Principal Contractor and make these available for inspection by the Principal Contractor on request;
- (c) ensure that the Driver maintains a system verifying Vehicle maintenance;
- (d) keep and retain for seven years comprehensive records in relation to the Cartage Work, including the records in subparagraphs (b) and (c) above; and
- (e) ensure that a copy of the records in subparagraphs (b), (c) and (d) are available for inspection at any time for audit purposes.

Notation: Any written material to be provided to the Principal Contractor in accordance with this clause must be appropriate and economical and designed to meet the requirements of this clause.

11.4 Medicals

- (a) The Contract Carrier must ensure that the Driver is at all times medically fit to perform the Cartage Work.
- (b) Where the Principal Contractor has a reasonable concern that the Driver is not medically fit to perform the Cartage Work, the Principal Contractor may require and direct the Driver to:
 - (i) furnish particulars and/or medical evidence affirming the Driver's fitness to undertake Cartage Work; and/or
 - (ii) on reasonable terms, attend a medical examination to confirm their fitness (such direction may include the choice of medical practitioner).
- (c) The Principal Contractor must not take any steps under clause 11.4(b) until the Principal Contractor has put its concerns to the Contract Carrier in writing.
- (d) If the Driver attends a medical practitioner directed by the Principal Contractor, the Principal Contractor will pay the medical fees associated with the attendance.
- (e) The Driver will not suffer any loss of remuneration as a result of being directed to attend a medical examination under this clause, unless the medical examination demonstrates that the Driver was not medically fit to perform the Cartage Work.

11.5 Alcohol and Other Drugs Policies and Programs

Where the Principal Contractor has in place a drug and alcohol policy and/or program, applying to its employees and contractors, the Contract Carrier must ensure that the Driver participates in any testing required by the policy and/or program.

11.6 No One Else to Drive Vehicle The Contract Carrier must:

- (a) only use a Driver who is approved by the Principal Contractor, with such approval not being unreasonably withheld; and
- (b) make sure that no one except the approved Driver drives or otherwise operates the Vehicle for the Cartage Work.

11.7 Valid Driving License and Permits

The Contract Carrier must:

- (a) make sure that the approved Driver is at all times the holder of a current:
 - (i) valid driver's licence appropriately endorsed or issued in respect of their Vehicle; and
 - (ii) valid licence or permit of any other kind needed from time to time to perform the Cartage Work;
- (b) immediately notify the Principal Contractor if a licence or permit is cancelled or suspended for any reason; and
- (c) present any such licence or permit to the Principal Contractor upon request.

Note: Clause 11.7(a)(i) does not apply in relation to Contracts of Carriage performed exclusively by bicycle.

12. Principal Contractors' Obligations

The Principal Contractor must:

- (a) arrange whenever practicable for a representative of the Principal Contractor to attend accidents involving substantial load or equipment damage or personal injury;
- (b) advise Contract Carriers as early as possible of urgent or special delivery instructions arranged for particular work or particular goods;
- (c) where goods of a dangerous or hazardous nature are to be carried, notify the Contract Carrier of the nature of such goods and comply with all relevant requirements of the Dangerous Goods (Road and Rail) Act, accompanying Regulations and its related Codes of Practice;
- (d) pay the Contract Carrier any undisputed amount set out in a valid taxation invoice provided by the Contract Carrier, or generated for the Contract Carrier, for the Cartage Work performed, within 30 days of the date of receipt by the Principal Contractor of the invoice;
- (e) wherever the Contract Carrier is or is deemed to be for the purposes of the Workers Compensation Act a worker of the Principal Contractor, take out and maintain at all times a workers' compensation insurance policy in respect of the Contract Carrier;
- (f) comply with any laws affecting the Principal Contractor's Cartage Work including licensing, road transport, fatigue management and work health and safety laws; and
- (g) provide to each Contract Carrier a Cartage Rate Schedule prior to commencing to perform Cartage Work and whenever there is a change to the basis of calculation of the Cartage Rates and/or a change to the Cartage Rates.

13. Termination

- (a) Where a Contract Carrier commits Misconduct or is in breach of this Determination he/she may be terminated summarily by the Principal Contractor. An inquiry, if requested, will be held thereafter within one normal work day by the Principal Contractor, Delegate and, if available, a representative of the union.

- (b) Any other termination shall be on the basis of "last on-first off" for Contract Carriers operating vehicles of a particular class of vehicle.

14. Insurance

14.1 Insurances

Prior to commencing any Cartage Work, the Contract Carrier must obtain, and maintain current at all relevant times, the following insurances at the Contract Carrier's expense:

- (a) comprehensive and third party motor Vehicle insurance covering personal injury and property damage arising from the use of the Contract Carrier's Vehicle or other mobile equipment, including compliance with any statutory requirements, of not less than \$20,000,000 (or such other amount as the Principal Contractor may require from time to time) for each and every occurrence;
- (b) property insurance covering the full replacement value of the Contract Carrier's Vehicle;
- (c) public and products liability insurance written on an occurrence basis covering the legal liability of the Contract Carrier and the Contract Carrier's employees and agents (the "Insureds") to any third parties for bodily injury and/or property damage arising from acts or omissions of the Insureds in the course of, or arising from, the performance of the Cartage Works by the Contract Carrier or on the Contract Carrier's behalf of not less than \$20,000,000 (or such other amount as the Principal Contractor may require from time to time) for each and every occurrence; and
- (d) workers' compensation insurance as required by any relevant law.

14.2 Endorsements

The Contract Carrier must ensure that, in respect of the insurance policies taken out, they contain clauses, endorsements or stipulations as reasonably required by the Principal Contractor.

14.3 Co-Operation

The Contract Carrier must:

- (a) not do, or omit to do, anything which might vitiate, impair or derogate from the cover under any insurance policy or other cover or which might prejudice any claim under any policy or other cover; and
- (b) fully co-operate with the Principal Contractor in relation to a claim under the insurances.

14.4 Provision of Currency

The Contract Carrier must upon the Principal Contractor's request provide to the Principal Contractor certificates of currency evidencing the existence of the policies required to be effected under this clause and the certificates of currency must, as a minimum, show the insurer's name, policy number and policy expiry date.

14.5 Other Insurances

If the Principal Contractor requires a Contract Carrier to obtain an insurance other than the insurances set out in clause 14.1 or to obtain different levels of insurance cover, the Principal Contractor must reasonably compensate the Contract Carrier for the cost of that insurance.

15. Allocation of Work and Rostering

15.1 Allocation of Cartage Work

A Principal Contractor must allocate Cartage Work to Contract Carriers transparently, reasonably and lawfully.

15.2 Rostering

A Principal Contractor must roster Contract Carriers to perform work (including rostering on, return load and rostering off) transparently, reasonably and lawfully.

16. Fleet Mix Change

16.1 Changing Fleet Mix - Mandatory Consultation

- (a) This clause applies where a Principal Contractor has made a definite decision to make a fleet mix change that is likely to have significant effects on Contract Carriers.
- (b) For a fleet mix change referred to in paragraph 16.1(a):
 - (i) the Principal Contractor must notify the relevant Contract Carriers of the decision to change the fleet mix; and
 - (ii) subclauses (c) to (h) apply.
- (c) The relevant Contract Carriers may appoint a representative for the purposes of the procedures in this clause.
- (d) If:
 - (i) a relevant Contract Carrier appoints, or relevant Contract Carriers appoint, a representative for the purposes of consultation; and
 - (ii) the Contract Carrier or Contract Carriers advise the Principal Contractor of the identity of the representative;
 - (ii) the Principal Contractor must recognise the representative.
- (e) As soon as practicable after making its decision, the Principal Contractor must:
 - (i) discuss with the relevant Contract Carriers:
 - (A) the proposed change to the fleet mix; and
 - (B) the effect the change is likely to have on the Contract Carriers; and
 - (C) measures the Principal Contractor is taking to avert or mitigate the adverse effect of the change on the Contract Carriers; and
 - (ii) for the purposes of the discussion, provide in writing to the relevant Contract Carriers:
 - (A) all relevant information about the change including the nature of the change proposed; and
 - (B) information about the expected effects of the change on the Contract Carriers; and
 - (C) any other matters likely to affect the Contract Carriers.
- (f) However, the Principal Contractor is not required to disclose confidential or commercially sensitive information to the relevant Contract Carriers.
- (g) The Principal Contractor must give prompt and genuine consideration to matters raised about the change by the relevant Contract Carriers.

- (h) In this clause, a "fleet mix change" arises:
 - (i) when a Principal Contractor decides to introduce a new transport type into their fleet being one or more of the following transport types:
 - (A) Contract Carriers; or
 - (B) Drivers employed by the Principal Contractor; or
 - (C) third party transport providers;
 - (ii) when a Principal Contractor introduces into their fleet a new Vehicle configuration.

17. Selling of Vehicles

No circumstances shall exist where a Vehicle is sold with Cartage Work.

18. Supervision of Personnel

The Contract Carrier must ensure that each and all of its Drivers:

- (a) performs the Cartage Work and does everything connected with it as is required of the Contract Carrier by this Determination; and
- (b) does not engage in any acts or omissions that give rise to a breach by the Contract Carrier of this Determination.

Part. 4 - Rates of Remuneration

19. Application of This Part

19.1 This Part applies:

- (a) to all Contracts of Carriage from one place to another place, both of which are within the County of Cumberland; and
- (b) to all Contracts of Carriage for the transportation of goods from one place to another place, where the second place is no more than 50 kilometres from the first place.

19.2 This Part also applies to a Contract of Carriage involving a single journey commencing within the County of Cumberland and finishing within:

- (a) a 50 kilometre radius of the Newcastle GPO; or
- (b) a rectangular area being 50 kilometres North of the Wollongong GPO, 20 kilometres East of the Wollongong GPO, 50 kilometres South of the Wollongong GPO and 20 kilometres West of the Wollongong GPO.

20. Rates of Remuneration

20.1 Subject to this clause, a Principal Contractor shall pay to a Contract Carrier:

- (a) the rate of remuneration per kilometre in the Schedules to this Determination applicable to the Contract Carrier's Vehicle for the Work Distance; and
- (b) the rate of remuneration per hour in the Schedules to this Determination applicable to the Contract Carrier's vehicle for the Work Time calculated to the nearest half hour; and

- (c) any additional rate prescribed in the Schedules to this Determination.

20.2 Annual Minimum Guarantee Cartage Rate - Small Trucks

- (a) This subclause applies on and from 1 January 2019, and only to the following classes of vehicle:
 - (i) Rigid - carrying capacity over 2 and including 5 tonnes; and
 - (ii) Rigid - carrying capacity over 5 and including 8 tonnes.
- (b) 50 x 50 Arrangement - Subject to this subclause and subclause (c), if a Principal Contractor makes an agreement in writing with a Contract Carrier for a minimum of 50 hours each week for 50 weeks for a 12 month period, or periods, the Principal Contractor may pay the Contract Carrier 90% of the "Per Hour" rate in Schedule A Table A.1.1 or A.2.1 (whichever is applicable to the Contract Carrier's Vehicle) for each hour that the Contract Carrier performs the Cartage Work during that period.
- (c) Subject to subclause (d), with respect to Contract Carriers engaged as at 31 December 2018, a Principal Contractor may utilise a 50 x 50 Arrangement of the kind described in subclause (b) where the Contract Carrier has been engaged by the Principal Contractor for a minimum of 50 hours each week for 50 weeks in the previous 12 month period (Existing Tied Contract Carrier), notwithstanding that there is no agreement in writing between the Principal Contractor and the Contract Carrier to that effect.
- (d) Where a Principal Contractor that engages an Existing Tied Contract Carrier wishes to utilise a 50 x 50 Arrangement in circumstances described in sub clause (c):
 - (i) the Principal Contractor shall advise the Existing Tied Contract Carrier in writing of the Principal Contractor's intention to utilise a 50 x 50 Arrangement. The notice shall include as a minimum:
 - (A) the date from which the Principal Contractor intends to utilise a 50 x 50 Arrangement, which shall be at least 8 weeks prior to its commencement; and
 - (B) the 12 month period, or periods, during which the Principal Contractor will apply those provisions; and
 - (C) advising the Existing Tied Contract Carrier that they have 4 weeks from the receipt of the Principal Contractor's notice to elect not to adopt a 50 x 50 Arrangement. If the Existing Tied Contract Carrier elects not to adopt a 50 x 50 arrangement, which election not to adopt must not be unreasonable, they must give the Principal Contractor a written notice of election to that effect;
 - (ii) within 4 weeks of receiving the Existing Tied Contract Carrier's notice of election, the Principal Contractor must either consent to or refuse the election, but must not unreasonably so refuse; and
 - (iii) if the Principal Contractor consents to the election, a 50 x 50 Arrangement will not apply to the Existing Tied Contract Carrier.
- (e) Nothing in this subclause affects an obligation of a Principal Contractor to pay the per/km rate applicable in Schedule A Tables A.1.1 or A.2.1, or any of the rates in clauses A.2A, A4, A5 or A6 for the Cartage Work.
- (f) Minimum Earnings Guarantee - Reconciliation: If clause 20.2(b) or (c) applies to a Contract of Carriage and in an 8 week period the Contract Carrier has not worked at least 50 hours each week for whatever reason, then:

- (i) the Principal Contractor must ensure that the Contract Carrier receives an amount of pay (excluding any payment arising from the per/km rates in Schedule A Tables A.1.1 or A.2.1, or from any of the rates in clauses A.2A, A4, A5 or A6 equivalent to the Minimum Earnings Guarantee.
- (ii) If there is any shortfall between the amount of pay paid to the Contract Carrier (excluding any payment arising from the per/km rates in Schedule A clauses A.1.1 or A.2.1, or from any of the rates in clauses A.2A, A4, A5 or A6 and the Minimum Earnings Guarantee, the Principal Contractor must pay the shortfall to the Contract Carrier in the Principal Contractor's next pay cycle.
- (g) Minimum Earnings Guarantee - Calculation: The Minimum Earnings Guarantee is calculated using the following formula:
 - (i) (per hour rate from Table A.1.1 x 90%) x ((50 x 8) minus Unavailable Hours) for Vehicles less than six years old; or
 - (ii) (per hour rate from Table A.2.1 x 90%) x ((50 x 8) minus Unavailable Hours) for Vehicles six or more years old.
- (h) "Unavailable Hours" are those hours that the Contract Carrier's Vehicle is unavailable to perform the Cartage Work during the hours the Contract Carrier is required to make their Vehicle available in accordance with clause 20.2(b) above.
- (i) Early Termination of 50 x 50 Arrangement:

Where a Principal Contractor decides to terminate a 50 x 50 Arrangement prior to the expiration of the relevant 12 month period the Principal Contractor:

- (i) will notify the Contract Carrier in writing of its intention to terminate the 50 x 50 Arrangement. The notice will specify the date upon which the 50 x 50 Arrangement will terminate, which shall be no fewer than 4 weeks after the date of the notice; and
- (ii) will pay the Contract Carrier either:
 - (A) the difference in remuneration the Contract Carrier would have earned had a 50 x 50 Arrangement not been entered into under this Part 4 for the relevant period, but capped at 50 hours per week; or
 - (B) the difference in remuneration between what the Contract Carrier earns for the remainder of the relevant 12 month period (or periods) and what the Contract Carrier would have earned had the 50 x 50 Arrangement, entered into under this Part 4, not been terminated,

whichever is the lesser amount.

NOTE: The 50 x 50 Arrangement takes into account Unavailable Hours.

- (j) Termination of Engagement during 50 x 50 Arrangement:

Where a Principal Contractor terminates the engagement of a Contract Carrier to whom a 50 x 50 Arrangement applies, prior to the expiration of the relevant 12 month period (or periods), the Principal Contractor will pay to the Contract Carrier the difference in remuneration the Contract Carrier would have earned had a 50 x 50 Arrangement not been entered into under this Part 4 for the relevant period, but capped at 50 hours per week.

However this subclause will not apply in the case of a termination for misconduct (which misconduct will not be limited by clause 1.1), or a termination in circumstances where the

Contract Carrier is entitled to the benefits of the Transport Industry - Redundancy (State) Contract Determination.

- (k) 50 x 50 Arrangement not a Common Law Contract: For the avoidance of doubt, any arrangement made under this Part will not be construed as being, or forming, part of any common law contract or arrangement, collateral or otherwise, whether written or oral, which may exist between a Principal Contractor and a Contract Carrier with respect to Cartage Work to which this Determination applies.
- (l) Early Termination of 50 x 50 Arrangement - Reconciliation: the payment referred to in clause 20.2(i)(ii)(A) or (B) is to be calculated every 8 weeks, or part thereof, for the remainder of the relevant 12 month period (or periods).

20.3 The Rates will be varied in accordance with the procedure set out in Schedule C.

20.4 Introduction of Light Vehicle Rates

- (a) In matters 2019/268320, 2020/112760, 2020/112849 and 2020/133735, the IRC introduced new minimum rates applicable to Light Vehicles.
- (b) Subject to subclause 20.4(d), the Light Vehicle Rates set out in Schedule A include compensation for all fixed and running costs that may be incurred by a Contract Carrier.
- (c) The Light Vehicle Rates set out in Schedule A are to be increased if the charge percentage (as set out in the *Superannuation Guarantee (Administration) Act 1992*) increases above 10%. The Light Vehicle Rates in Schedule A shall be increased by 0.25% for each 0.5 percentage point increase to the charge percentage.

20.5 Subject to Schedule E, the cartage rates contained in this contract determination compensate contract carriers for the cost of contributing to their superannuation.

21. Alternative Remuneration Arrangements

21.1 Despite clause 20, a Principal Contractor may pay a Contract Carrier based on a system or method of remuneration different to that required by clause 20 (an Alternative Remuneration Arrangement), provided that the Contract Carrier receives, over a sixty-day period, no less than the pay they would otherwise have received had they been paid in accordance with clause 20.1 for that period.

21.2 An Alternative Remuneration Arrangement must be in writing and:

- (a) be signed by the Contract Carrier and the Principal Contractor; and
- (b) identify the start date of the Alternative Remuneration Arrangement; and
- (c) require the Principal Contractor to undertake an assessment of the amount received by the Contract Carrier under the Alternative Remuneration Arrangement every sixty-days from the identified start date to ensure the Alternative Remuneration Arrangement complies with clause 21.1.

21.3 Where the amount paid to a Contract Carrier under an Alternative Remuneration Arrangement in a sixty- day period is less than the pay they would have received had they been paid in accordance with clause 20 for that period, the Principal Contractor shall pay an amount (the Top Up Amount) to the Contract Carrier to make up that difference.

21.4 The Top Up Amount is to be paid within the next pay cycle.

22. Mass Management

- 22.1 If the Principal Contractor so directs, the Contract Carrier must do all things required and necessary to be accredited and remain accredited under:
- (a) the Principal Contractor's accredited NHVAS Mass Management Module for Basic Fatigue Management or Advanced Fatigue Management (or any scheme replacing this); or
 - (b) a NHVAS Mass Management Module for Basic Fatigue Management or Advanced Fatigue Management of the Contract Carrier.
- 22.2 In circumstances where clause 22.1 applies the Principal Contractor must reimburse the Contract Carrier for any reasonable costs directly arising from becoming accredited or at their election pay the lump sum allowance set out in clause A.4.2 of Schedule A to set up for the NHVAS Mass Management Scheme for Basic Fatigue Management or Advanced Fatigue Management.
- 22.3 In circumstances where clause 22.1 applies the Principal Contractor must reimburse the Contract Carrier for any reasonable costs directly arising from maintaining accreditation or at their election pay the allowance set out in clause A.4.3 of Schedule A per hour to cover costs associated with maintaining that NHVAS Mass Management Scheme for Basic Fatigue Management or Advanced Fatigue Management.
- 22.4 To avoid any doubt clause 22.2 and/or 22.3 shall not apply if the Contract Carrier has made their own decision to become and work under an accredited NHVAS Mass Management Scheme for Basic Fatigue Management or Advanced Fatigue Management.

23. Three Yearly Cost Reconciliation Review

23.1 Reconciliation

Subject to an application being made to apply the Three Yearly True Cost reconciliation Review Process, the price entries in the "Price Table" and the table "Trailers" of the Key Data Variables sheet contained in the Cost Model should be updated using sourcing that are relevant to and reflect the cartage work being performed and such prices should reflect the lowest price available from a reputable vendor which is accessible to Contract Carriers in the open market.

23.2 Operative Date

Any rates shall be operative from such date as is determined by the Commission having regard to the need to inform Principal Contractors and Contract Carriers of any change.

23.3 This clause does not apply in relation to Light Vehicle Rates.

24. Tolls & Charges

- 24.1 A Principal Contractor shall pay road tolls incurred by a Contract Carrier in the performance of Cartage Work for the Principal Contractor as a consequence of any mandatory legal obligations upon commercial vehicles to:
- (a) use certain toll roads; or
 - (b) avoid certain roads including light limit roads which has the result of requiring the use of a toll road.
- 24.2 In all other circumstances, a Principal Contractor shall pay road tolls incurred by a Contract Carrier in the performance of Cartage Work for the Principal Contractor unless the Principal Contractor expressly directs the Contract Carrier in writing to not use a toll road.

An express direction may include:

- (a) a standing written direction issued by the Principal Contractor to Contract Carriers on an enterprise or fleet basis; or

- (b) individual written directions issued by the Principal Contractor to Contract Carriers.

24.3 This clause does not apply:

- (a) if the Principal Contractor can demonstrate that it already pays the Contract Carrier under an arrangement which factors in the payment of current road tolls, including by way of an alternative remuneration arrangement pursuant to clause 21; or
- (b) to a Principal Contractor and their Contract Carriers performing Cartage Work under a contract agreement that was approved by the Commission during the period of on or after 1 January 2018 and up to and including 5 February 2021.

For the avoidance of doubt, the exclusion provided for by 25.3(b) will not apply to any contract agreement that is approved or varied by the Commission after 5 February 2021.

24.4 The payment of a road toll can be made by a Principal Contractor:

- (a) in the next pay cycle following the Contract Carrier providing a receipt to the Principal Contractor; or
- (b) by providing the Contract Carrier with an E-Tag.

Part. 5 - Miscellaneous

26. Disputes Procedure

25.1 Application of Procedure

Any dispute that arises between a Contract Carrier and a Principal Contractor must be dealt with in accordance with this clause.

25.2 Appointment of Representative

A Contract Carrier who is a party to a dispute may appoint a representative for the purposes of this clause which may include the Union.

25.3 Procedure

In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level.

25.4 Notification to Commission

If the dispute remains unresolved it may be referred to the IRC.

25.5 Continue to Perform Cartage Work

Whilst the parties are trying to resolve the dispute using the procedure set out in this clause:

- (a) Contract Carrier must continue to perform Cartage Work as they normally would do unless they hold a reasonable concern about an imminent risk to their health or safety; and
- (b) a Contract Carrier must comply with a direction given by their Principal Contractor to perform other available Cartage Work, unless:
 - (i) the Cartage Work is not safe; or
 - (ii) applicable workplace health and safety legislation would not permit the Cartage Work to be performed; or

- (iii) the Cartage Work is not appropriate for the Contract Carrier to perform; or
- (iv) there are other reasonable grounds for the Contract Carrier to refuse to comply with the direction.

26. Union Delegates

26.1 Appointment

A Contract Carrier appointed Delegate in a yard in which they are Contract Carrier must, upon notification to their Principal Contractor, be recognised as the accredited representative of the Union.

26.2 Opportunity to Meet

An accredited Delegate must be allowed a reasonable opportunity to meet the relevant manager of the Principal Contractor and Contract Carriers to discuss matters affecting Contract Carriers whom they represent.

26.3 Use of Notice Board

Accredited Delegates must be permitted to put Union notices on a notice board, signed or countersigned by the representative posting it.

27. Record Keeping

27.1 Obligations

The Principal Contractor must record either in documentary form or electronic form, the following information for each Contract Carrier:

- (a) any Cartage Rate Schedule;
- (b) start and finish times;
- (c) hours worked per day;
- (d) kilometres travelled per day;
- (e) Starting Place and Finishing Place;
- (f) remuneration paid; and
- (g) a copy of any written contract entered into with the Contract Carrier; and
- (h) all trip schedules and driver rosters; and
- (i) all safe driving plans and risk assessments that relate to the fatigue of road transport drivers; and
- (j) all reported breaches and suspected breaches of the fatigue management law, including breaches and suspected breaches identified by the Principal Contractor; and
- (k) all breaches of fatigue management laws investigated by the Principal Contractor, the outcome and any remedial action taken.

27.2 Maintenance of Records

The Principal Contractor must maintain all the records arising from clause 28.1 for a period of seven years.

27.3 Contract Carrier to Assist

- (a) A Contract Carrier must do all things reasonably directed by the Principal Contractor to gather and record the information referred to in clause 28.1.
- (b) A Principal Contractor must not be liable for breach of this clause 28 because of the failure of a Contract Carrier to comply with clause (a).

28. Leave Reserved

- (a) Leave is reserved to any party covered by this Determination to make an application to vary the conditions or rates of pay for "Long Distance Work" within the meaning of clause 13 of the Transport Industry (State) Award (Serial C7740).
- (b) Leave is reserved to any party covered by this Determination to apply to vary the application of this Determination in respect of the transport of pre-fabricated construction materials to and from construction sites.

Schedule. a - Rates of Remuneration

NOTE: The rates of remuneration in this Schedule apply to Contracts of Carriage covered by Part 4 of this Determination.

A.1 Hourly and kilometre rates (other than for Light Vehicles) - new vehicles

- A.1.1 A contract carrier performing work using a vehicle which is less than six years old must be paid at least the hourly and kilometre rates set out in the following table (rounded up to the nearest half hour, nearest kilometre and nearest cent). For the avoidance of confusion, the per kilometre rate payable is the Running Rate. The Running Rate is the total of the "Per km excluding fuel component" and the "Per km fuel component". The "Per km excluding fuel component" and the "Per km fuel component" columns have been included for ease of reference when updating rates.

Per km fuel component of the running rate for the purposes of Schedule C

From the first full pay period commencing on or after 1 January 2026:

Class of Vehicle	Per hour	Running Rate (\$/km)	Per km excluding fuel component running Rate for the purposes of Schedule C	Per km fuel component of the running rate for the purposes of Schedule C
	(\$)	(\$)	(\$/km) \$	(\$/km)
Rigid-carrying capacity up to and including 3 tonnes	Per Light Vehicle Schedule			
Rigid-carrying capacity over 3 and including 5 tonnes	\$54.74	\$0.39	\$0.22	\$0.17
Rigid-carrying capacity over 5 and including 8 tonnes	\$60.97	\$0.44	\$0.25	\$0.19
Rigid-carrying capacity over 8 and including 10 tonnes	\$66.83	\$0.54	\$0.26	\$0.28
Rigid-carrying capacity over 10 and including 12 tonnes	\$71.78	\$0.59	\$0.31	\$0.28
Rigid-carrying capacity over 12 and including 14 tonnes	\$71.61	\$0.58	\$0.30	\$0.28
Rigid-carrying capacity over 14 tonnes or more	\$73.00	\$0.69	\$0.33	\$0.36
Single Axle Prime Mover	\$69.13	\$0.62	\$0.26	\$0.36
Bogie Axle Prime Mover	\$74.72	\$0.75	\$0.31	\$0.44

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	Per km fuel component of the running rate for the purposes of Schedule C
	(\$)	(\$)	(\$/km)\$	(\$/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

A.2 Hourly and kilometre rates (other than for Light Vehicles) - not new vehicles

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 1 January 2026:

Trailer Type	Per Hour \$	Per kilometre (\$/km)
Semi Trailer	\$10.17	\$0.1927
B Double Lead Trailer	\$9.46	\$0.1927
Refrigerated	\$15.82	\$0.1927

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

A.2.1 A contract carrier performing work using a vehicle which is six or more years old must be paid at least the hourly and kilometre rates set out in the following table (rounded up to the nearest half hour, and nearest kilometre). For the avoidance of confusion, the per kilometre rate payable is the Running Rate. The Running Rate is the total of the "Per km excluding fuel component" and the "Per km fuel component". The "Per km excluding fuel component" and the "Per km fuel component" columns have been included for ease of reference when updating rates.

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	Per km fuel component of the running rate for the purposes of Schedule C
	(\$)	(\$)	(\$/km)	(\$/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	Per km fuel component of the running rate for the purposes of Schedule C
	(\$)	(\$)	(\$/km)	(\$/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

A.3 Light Vehicle Rates

A.3.1 A Contract Carrier performing work with a Light Vehicle must be paid at least the hourly rate set out in the following table (rounded up the nearest half hour).

From the first full pay period commencing on or after 1 March 2022:

Class of Vehicle	Per hour \$
Bicycle	\$21.82
Motorcycles	\$26.85
Motor cars, vans, utilities, trucks and other rigid vehicles with a Carrying Capacity of:	
Up to 750kg	\$29.85
Over 750kg and up to 1 tonne	\$30.68
Over 1 tonne and up to 1.5 tonnes	\$31.06
Over 1.5 tonnes and up to 3 tonnes	\$32.71

From the first full pay period commencing on or after 1 July 2022:

Class of Vehicle	Per hour \$
Bicycle	\$24.19
Motorcycles	\$28.78
Motor cars, vans, utilities, trucks and other rigid vehicles with a Carrying Capacity of:	
Up to 750kg	\$31.84
Over 750kg and up to 1 tonne	\$32.80
Over 1 tonne and up to 1.5 tonnes	\$33.55
Over 1.5 tonnes and up to 3 tonnes	\$35.47

From the first full pay period commencing on or after 1 July 2023:

Class of Vehicle	Per hour \$
Bicycle	\$26.57
Motorcycles	\$30.70
Motor cars, vans, utilities, trucks and other rigid vehicles with a Carrying Capacity of:	
Up to 750kg	\$33.82
Over 750kg and up to 1 tonne	\$34.91
Over 1 tonne and up to 1.5 tonnes	\$36.05
Over 1.5 tonnes and up to 3 tonnes	\$38.22

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

Class of Vehicle	Per hour \$
Bicycle	\$28.94
Motorcycles	\$32.63
Motor cars, vans, utilities, trucks and other rigid vehicles with a Carrying Capacity of:	
Up to 750kg	\$35.81
Over 750kg and up to 1 tonne	\$37.03
Over 1 tonne and up to 1.5 tonnes	\$38.54
Over 1.5 tonnes and up to 3 tonnes	\$40.98

From the first full pay period commencing on or after 1 July 2025:

Class of Vehicle	Per hour \$
Bicycle	\$31.32
Motorcycles	\$34.56
Motor cars, vans, utilities, trucks and other rigid vehicles with a Carrying Capacity of:	
Up to 750kg	\$37.80
Over 750kg and up to 1 tonne	\$39.15
Over 1 tonne and up to 1.5 tonnes	\$41.04
Over 1.5 tonnes and up to 3 tonnes	\$43.74

NOTE: These Light Vehicle Rates are subject to any increases arising from changes to the superannuation guarantee charge percentage. See subclause 20.8(e) for details.

A.4 NHVR Training and Accreditation

A.4.1 NHVR Training and Accreditation System Set Up

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.

A.4.3 The allowance referred to in clause 22.3 is (rounded up to the nearest half hour):

From the first full pay period commencing on or after 1 January 2026:

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 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

A.5 Blue Card

- A.5.1 A Contract Carrier who in order to perform a Contract of Carriage is required to obtain a blue card (or equivalent), after this Determination has come into operation, shall be paid the following amounts (rounded up to the nearest half hour):

From the first full pay period commencing on or after 1 January 2026:

Class of Vehicle	Per hour
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	\$
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 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	

A.5.2 However, a Principal Contractor will not be required to make any such payment in circumstance where the Principal Contractor has previously paid for a Contract Carrier to obtain the appropriate blue card (or equivalent).

A.6 Workwear and PPE

A.6.1 A Contract Carrier who, in order to perform a contract of carriage, is required by a Principal Contractor to wear certain type of workwear and/or personal protective equipment shall be paid the following amounts:

From the first full pay period commencing on or after 1 January 2026:

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 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	

A.6.2 A Principal Contractor will not be required to make any such payment in circumstance where the Principal Contractor provides the Contract Carrier with the certain type of workwear and/or personal protective equipment

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 1 January 2026: \$5.43
- (b) From the first full pay period on or after 18 July 2025: \$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 commencing on or after 1 January 2026: \$4.07
- (b) From the first full pay period on or after 18 July 2025: \$3.98

A.7.3 Mechanical Lifting Equipment Allowance

A Contract Carrier who, in order to perform a contract of carriage, is required to supply rear or side-loading mechanical devices, shall be paid the following allowance for each day (and proportionately for part of a day) during which the equipment is used for the purpose of the Contract of Carriage:

From the first full pay period commencing on or after 1 January 2026:

Equipment type	Per day \$
Rear-Lift Platform up to and including 3,000 lbs capacity	\$6.50
Rear-Lift Platform up to and including 6,000 lbs capacity	\$8.91
Side loading device	\$28.67

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

Schedule. B - Waterfront and Container Depots

1. The following conditions and allowances shall apply to contracts of carriage performed in or in connection with Container Depots and Waterfront areas, in addition to all other conditions provided for by this Contract Determination but in substitution for the rates in Schedule A.

From the first full pay period commencing on or after 1 January 2026:

Class of Vehicle	Rate
Rigid Vehicle	
Not less than 8 and not greater than 10 tonnes	\$74.41
Not less than 10 and not greater than 12 tonnes	\$80.09
Not less than 12 and not greater than 14 tonnes	\$79.69
Not less than 14 tonnes	\$82.61
Single Axle Prime Mover	\$77.83
Bogie Axle Prime Mover	\$85.27

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

The above rates of remuneration are calculated using the following formula:

$$(\text{Hourly Rate} \times 221 \times 7.6) + (\text{Km Rate} \times 23,500)$$

$$(221 \times 7.6)$$

where Hourly Rate and km Rate are the relevant per hour and per km rates for a 6 year+ vehicle in Schedule A - Rates of Remuneration.

This formula is based on a minimum distance travelled of 23,500 km per annum on contracts of carriage performed in or in connection with Container Depots and Waterfront areas.

2. Trailer Allowance:

A Contract Carrier who, in order to perform a contract of carriage, is required to supply one of the trailers listed below (irrespective of axle configuration), shall be paid the following allowance for each day, (or part of a day) during the equipment is so used:

From the first full pay period commencing on or after 1 January 2026:

	Rate A - Subsidy	Rate B -
		No Subsidy
40 ft Skel trailer	\$62.83 per day	\$64.12 per day
40 ft General Purpose trailer	\$62.83 per day	\$67.52 per day
Dog or Pig trailer	\$47.05 per day	\$50.53 per day
Pup trailer	\$31.43 per day	\$33.78 per day
20 ft Skel trailer	\$56.56 per day	\$60.78 per day

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

	Rate A - Subsidy	Rate B - No Subsidy
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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

3. Towing rates:

A Contract Carrier, whose vehicle is in the performance of a contract of carriage, is required to tow one of the trailers listed below (irrespective of axle configuration), shall be paid the following allowance for each hour (pro-rata for part of an hour) during which such trailer is towed:

From the first full pay period commencing on or after 1 January 2026:

40 ft trailer	\$3.69 per hour	\$3.71 per hour
Dog/Pig trailer	\$7.16 per hour	\$7.19 per hour
Pup trailer	\$5.31 per hour	\$5.33 per hour

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

4. Adjustment of the allowances and rates in Clause 3 and 4 of this Schedule shall be by application of the movement of the Consumer Price Index (All Groups), Sydney.
5. Contract Carriers who perform work pursuant to this Schedule shall have paid on their behalf by principal contractors who are members of the NSW Road Transport Association contributions into the TWU Superannuation Fund in the amounts prescribed by the Transport Industry (State) Superannuation Award.
6. Clause 3, Savings clause, of this Determination shall apply to the above rates and conditions.

Schedule. C - Procedure and Time for Adjustments of Rates

C.1 Procedure for adjustment of rates

- C.1.1 The rates prescribed in Schedules A and B shall be adjusted with effect from 1 June and 1 December each year or as provided in this Schedule.
- C.1.2 The union shall make application to the IRC for a variation in rates and amounts in sufficient time for the variation to be made on or before 1 June and 1 December each year. Notwithstanding anything contained in this Schedule, a variation shall not be retrospective in operation but shall operate from a date not earlier than the date upon which it is made.
- C.1.3 The parties to this determination shall confer with a view to reaching agreement on the variation. In the absence of agreement, the rates and amounts shall be determined by the IRC in accordance with the Method of Adjustment outlined in this Schedule.
- C.1.4 The adjustment to be made from 1 December shall take into account all movements in costs occurring and indices published up to the preceding 31 October and the adjustment from 1 June shall take into account all movements in costs occurring and indices published up to the preceding 30 April.
- C.1.5 Each variation after the first variation shall be based upon the rates and amounts in the immediately preceding variation.

C.1.6 If any one of the below listed components, except for fuel, changes such that it causes an increase in the total remuneration of 5 per cent or more from the date of the last variation, an interim adjustment may be made.

C.1.7 The components of remuneration shall be adjusted upwards or downwards according to the following schedule:

Component	Method of Adjustment
1. Total Labour Costs	Adjust according to the actual percentage change in the Minimum Weekly Rate for the relevant Transport Worker Grade in the Road Transport and Distribution Award 2010.
2. Fuel	Adjust according to the percentage change in the Australian Institute of Petroleum NSW State weekly average for the retail price of diesel, excluding GST.
3. Capital	Adjust by reference to the average percentage change in the TransEco Road Freight Cost Indices Report: Shorthaul cost change of Capital.
4. Service and Parts	Adjust by reference to the average percentage change in the TransEco Road Freight Cost Indices Report: Shorthaul cost change of Maintenance.
5. Registration, Licensing and Insurances	Adjust by reference to the average percentage change in the TransEco Road Freight Cost Indices Report: Shorthaul cost change of Insurance.
6. Training and compliance	Adjust by reference to the average percentage change in the TransEco Road Freight Cost Indices Report: Shorthaul cost change of Admin.
7. Miscellaneous Fixed Costs	Adjust by reference to the average percentage change in the TransEco Road Freight Cost Indices Report: Shorthaul cost change of Admin.

C.1.8 The procedure outlined in subclause C.1 does not apply to Light Vehicle Rates.

C.2 Cost Recovery for variations in the Price of fuel

C.2.1 Due to the changeable nature of the pricing of fuel, including significant fluctuations in the price of fuel, it is necessary that variations to rates of remuneration to take into account changes in the price of fuel occur in a timely and efficient manner.

C.2.2 Any party to this determination may make an application to the IRC to vary rates of remuneration to account for changes in the price of fuel on the following basis:

- (a) an application to vary rates of remuneration for changes in the price of fuel may be made at any time, provided that the date upon which any rate adjustment is sought to become operative is at least one calendar month after the last occasion upon which a fuel rate adjustment became operative;
- (b) it is not a requirement of any such application that the rate adjustment sought for fuel only be one which is either below or above any minimum threshold amount; and
- (c) the benchmark for the price of fuel shall be the Australian Institute of Petroleum NSW weekly average for the retail price of diesel for the week ending immediately prior to the date of filing the application, excluding GST.

C.2.3 The parties to this determination shall take all necessary steps to enable an application made pursuant to this Schedule to be heard and determined at the earliest possible time, including but not limited to, consenting to have the IRC hear and determine any such application within 48 hours from the initial listing of the application.

SCHEDULE D - NOMINATED CONTRACT DETERMINATION

The Nominated Contract Determinations are:

Transport Industry - Car Carriers (N.S.W.) Contract Determination;
 Transport Industry - Concrete Haulage Contract Determination;
 Transport Industry - Excavated Materials Contract Determination;
 Transport Industry - Quarried Materials Contract Determination;

Transport Industry - Waste Collection and Recycling Contract Determination;
 Hanson Construction Materials Pty Limited Concrete Carriers Contract Determination;
 Transport Industry - Courier and Taxi Truck Contract Determination;
 Transport Industry - Concrete Haulage - Mini Trucks Contract Determination;
 Transport Industry - Readymix Holdings Pty Ltd Concrete Cartage Contract Determination;
 Boral Transport Limited Haulier Contract Determination;
 CEVA Logistics (Australia) Pty Ltd (NSW Vehicle Logistics Local Fleet) Contract Determination;
 Readymix Holding Pty Ltd Sydney Concrete Carriers Contract Determination;
 Readymix Holdings Pty Ltd Country Concrete Carriers Contract Determination;
 Transport Industry - Quarried Materials, &c., Carriers Interim Contract Determination;
 Australian Liquor Marketers Pty Limited Carriers Contract Determination;
 Boral Country - Concrete and Quarries Contract Determination;
 Boral Resources (NSW) Pty Limited Sydney Metropolitan Concrete Contract Determination;
 Transport Industry - Metromix Concrete Haulage Contract Determination;
 Transport Industry - Allied Express TWU Interim Contract Determination;
 Couriers Please Pty Ltd Contract Determination;
 Transport Industry - Mayne Logistics Contract Determination;
 Transport Industry - Penrith City Council Contract Determination;
 Boral GST Protocol (Facilitation and Compliance) Contract Determination;
 TNT Domestic & International Express Ancillary Contract Determination, The;
 Superior Premix Contract Determination No. 2;
 Superior Premix Contract Determination - Blacktown City Council Project;
 Transport Industry - General Carriers (The Smith Family) Contract Determination;
 Boral Transport Limited Quarried Materials Minimum Load Contract Determination; and
 Monier Roofing Limited and Reliance Roof Tiles Pty Ltd Contract Determination.

Schedule. E - Superannuation Contribution Arrangements

This Schedule is intended to ensure Principal Contractors are not subject to the cost of both providing rates that compensate for superannuation costs and separately making contributions upon a contract carrier's behalf.

E.1 ARRANGEMENT BY AGREEMENT

E.1.1 A Principal Contractor and Contract Carrier may enter an arrangement whereby the Principal Contractor makes superannuation contributions for the benefit of the Contract Carrier.

E.1.2 A Principal Contractor may deduct from any remuneration payable to the Contract Carrier an amount no greater than the contributions that the Principal Contractor is required to make under such an arrangement.

E.2 Any such arrangement must be reduced to writing and must set out:

E.2.1 the amount of the contribution (whether as a fixed amount, a percentage of the Contract Carriers remuneration, or a combination of both);

E.2.2 in what period the contributions will be made (monthly, quarterly etc.); and

E.2.3 when the deductions are to be made.

E.3 Within 28 days of making superannuation contributions for a Contract Carrier's benefit, the Principal Contractor must provide the Contract Carrier with a written statement setting out the amount of contributions made and the account into which they have been paid.

E.4 ARRANGEMENT BY DIRECTION

E.4.1 A Principal Contractor may implement a superannuation arrangement without the agreement of a Contract Carrier if:

E.4.2 the Contract Carrier is not an incorporated entity; and

E.4.3 the Principal Contractor has a reasonably held belief that the payment of superannuation contributions for the benefit of the Contract Carrier is required to reduce a Superannuation Guarantee Charge liability that would otherwise accrue to the Principal Contractor.

E.5 An arrangement entered into in accordance with subclause 2.1 is subject to the following terms:

E.5.1 any deductions from a Contract Carrier's remuneration must be made in the same pay period for which the Contract Carrier is remunerated for the relevant cartage work;

E.5.2 superannuation contributions must be made no later than 28 days after the end of the quarter in which the relevant cartage work was performed; and

E.5.3 superannuation contributions must be paid into:

- (a) a complying superannuation fund chosen by the Contract Carrier;
- (b) the Contract Carrier's stapled superannuation fund (if the Contract Carrier does not choose a fund or if the Principal Contractor is not able to make contributions to the chosen fund); or
- (c) TWUSuper (in the absence of a chosen or stapled superannuation fund into which the Principal Contractor can make contributions).

E.6 Within 28 days of making superannuation contributions for a Contract Carrier's benefit, the Principal Contractor must provide the Contract Carrier with a written statement setting out the amount of contributions made and the account into which they have been paid

E.7 Any disputes concerning the operation of this Schedule are to be dealt with using the dispute resolution procedures at clause 26.

Schedule. F - Temporary Fuel Surcharge

F.1 APPLICATION

F.1.1 This Schedule applies to all Contracts of Carriage to which Part 4 of this Determination applies, other than Contracts of Carriage performed by a Light Vehicle.

F.2 BACKGROUND

This Schedule was introduced by the IRC in Matter No. 2022/77087 as a temporary measure to respond to significant fluctuations in the price of fuel arising from the war in Ukraine and the temporary inability for Contract Carriers to claim fuel tax credits.

F.3 THE SURCHARGE

F.3.1 In addition to all other amounts set out in this Determination, a Principal Contractor must pay a Contract Carrier an additional amount (the Temporary Fuel Surcharge).

F.3.2 For pay periods commencing between 20 April 2026 and 17 May 2026, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.17
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.21
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.31
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.31
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.31
Rigid-carrying capacity over 14 tonnes or more	\$0.40

Single Axle Prime Mover	\$0.40
Bogie Axle Prime Mover	\$0.49

For pay periods commencing between 17 November 2025 and 21 December 2025, the Temporary Fuel Surcharge shall be:

Vehicle Carrying Capacity	Surcharge (per km)
Rigid-carrying capacity over 3 and including 5 tonnes	\$0.08
Rigid-carrying capacity over 5 and including 8 tonnes	\$0.10
Rigid-carrying capacity over 8 and including 10 tonnes	\$0.15
Rigid-carrying capacity over 10 and including 12 tonnes	\$0.15
Rigid-carrying capacity over 12 and including 14 tonnes	\$0.15
Rigid-carrying capacity over 14 tonnes or more	\$0.19
Single Axle Prime Mover	\$0.19
Bogie Axle Prime Mover	\$0.23

F.3.3 Where Schedule C (which deals with waterfront and container depots) applies to a Contact of Carriage, the Principal Contractor may elect to pay the following Temporary Fuel Surcharge in lieu of the amount in clause 3.2:

For pay periods commencing between 20 April 2026 and 17 May 2026:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$4.36
Rigid-carrying capacity over 10 and including 12 tonnes	\$4.36
Rigid-carrying capacity over 12 and including 14 tonnes	\$4.36
Rigid-carrying capacity over 14 tonnes or more	\$5.59
Single Axle Prime Mover	\$5.61
Bogie Axle Prime Mover	\$6.81

For pay periods commencing between 17 November 2025 and 21 December 2025:

Vehicle Carrying Capacity	Surcharge (per hour)
Rigid-carrying capacity over 8 and including 10 tonnes	\$2.09
Rigid-carrying capacity over 10 and including 12 tonnes	\$2.09
Rigid-carrying capacity over 12 and including 14 tonnes	\$2.09
Rigid-carrying capacity over 14 tonnes or more	\$2.68
Single Axle Prime Mover	\$2.69
Bogie Axle Prime Mover	\$3.26

F.4 REVIEW

F.4.1 The Temporary Fuel Surcharge shall be reviewed on a monthly basis.

F.4.2 The Temporary Fuel Surcharge shall be calculated by updating the fuel component of the Cost Model with the mean of all weekly retail diesel prices (NSW State Average) published by the Australian Institute of Petroleum for weeks ending in the prior calendar month.

F.4.3 Parties shall calculate the Temporary Fuel Surcharge and provide the results to the IRC by the second Monday of each calendar month.

F.4.4 The revised Temporary Fuel Surcharge will apply from the third Monday in each calendar month.

F.4.5 As the Temporary Fuel Surcharge responds to fluctuations in fuel prices, it may increase or decrease from time to time.

F.5 OTHER PROVISIONS

F.5.1 The Temporary Fuel Surcharge may be offset by any payments made to a Contract Carrier in excess of the amounts prescribed elsewhere in this Determination.

F.5.2 Leave is reserved for any party to apply to vary the operation of this Schedule in circumstances where the Principal Contractor:

- (a) provides the Contract Carrier with fuel, either for free or at a cost below the prevailing market rate;
- (b) directly reimburses the Contract Carrier for some or all of their fuel costs; or
- (c) otherwise compensates the Contract Carrier for their fuel costs.

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