

RESEARCH

New South Wales Government



# Public Service Board of N.S.W.

General Secretary  
Public Service Association of NSW  
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Our reference: 80/578 Vol 3

Your reference:

1 AUG 1985

Dear Sir

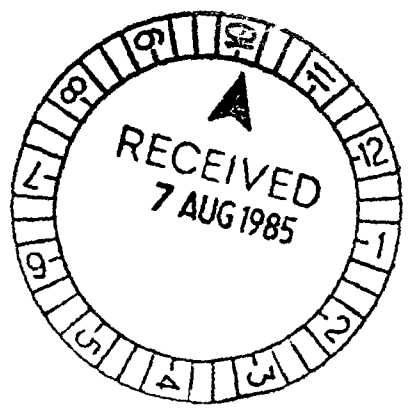
New Agreement Covering Employment of Car Drivers Within  
the Service - Agreement No. 2478 of 1985

The above Agreement has been signed by the Board and is forwarded for your records.

Also enclosed is Circular No. 85 of 1985 which accompanied the new Agreement when copies were distributed throughout the Service.

Yours faithfully

R S HALE  
Secretary  
per:



*Copies taken by  
General Division  
for distribution to  
members &  
for Industrial  
Click to make  
Salary Cards*

*127/8/85*

General Division  
Driver/Assistants, etc.  
Various Departments

Agreement No. 2478 of 1985

PSB 80/578

A G R E E M E N T made the *11th* day of *July*  
in the year 1985 B E T W E E N THE PUBLIC SERVICE BOARD  
OF NEW SOUTH WALES, a corporation constituted under the  
Public Service Act, 1979, and having its office at 47-53  
Macquarie Street, Sydney, in the State of New South Wales  
(hereinafter called "the Board") of the one part and THE  
PUBLIC SERVICE ASSOCIATION OF NEW SOUTH WALES being an  
Association or Organisation representing a certain class of  
Public Servants (hereinafter called the "Association") of the  
other part.

(1) ARRANGEMENT

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(2) INTRODUCTORY

This Agreement is made between the Board and the Association pursuant to the provisions of Section 83 of the Public Service Act, 1979. This Agreement shall be binding upon the Board and all officers as defined herein.

(3) INTENT

This Agreement is intended to supersede the provisions of Agreement No. 2076 of 1974, Ministerial Motor Drivers, Departmental Car Drivers, etc., as amended; to recognise the acceptance and/or involvement of Drivers in additional duties; and to incorporate the salaries payable within the salary classes provided under the Public Service, General Division Staff, Salaries Agreement No. 2368, where the type of additional duties required are ordinarily classified.

(4) DEFINITIONS

"Officer" means and includes all adult persons employed in the General Division under the provisions of the Public Service Act, 1979, who, as at the relevant effective date of this Agreement, occupy one of the positions covered by this Agreement or who, after that date, are appointed to one of such positions, but does not include any person who resigned, or whose services were terminated, prior to the date of signing of this Agreement.

"Driver/General Assistant" means an officer employed by a Department, Board or Authority who performs general duties, driving and non driving, in which driving is the substantial and regular element.

"Departmental Driver/Assistant" means an officer employed as the official driver for the departmental head or officer of similar status in a Department, Board or Authority or other specified officer as may be approved by the Public Service Board and who, whilst remaining available and at the service of the departmental head, performs at his/her direction general duties, driving and non-driving, within the organisation.

"Ministerial Driver/Assistant" means an officer employed as the official driver of a Minister of the Crown or other nominated office holder approved by the Public Service Board, who remains available and at the service of the Minister or office holder and at his/her direction performs general duties, driving and non-driving, connected with the functions of the Minister or Department to which the officer is attached.

"General Duties" may include, where appropriate, such functions in addition to driving and the care and maintenance of the allocated vehicle as, for example:

- . Acting as a courier, attendant or handyman; operating a small store;
- . Providing assistance in arrangements for functions, meetings, travel and minor office requirements;
- . Operating a small departmental car pool, including arrangements for parking, security and maintenance of vehicles;
- . Receiving official visitors and acting as a guide;
- . Attending to minor enquiries;
- . Providing relief when required in other driving positions

(5) CLASSIFICATION AND SALARIES

(A) CLASSIFICATION

Subject to Clause (4), Definitions, from the appropriate date specified in Clause (16), Area, Incidence and Duration, existing positions shall be reclassified as follows:

<u>Existing Classifications</u>	<u>New Classification</u>
Driver/Attendant;	)
Driver/Storeman;	)
Driver/Handyman;	)
General Assistant, Government	) Driver/General Assistant
Stores;	)
Driver/Collector	)
Departmental Car Driver	)
(other than Premier's	)
Department); Departmental Car	)
Driver (Premier's Department);	) Departmental Driver/Assistant
Departmental Car Driver	)
(Parliament House);	)
Driver-in-Charge, Department	) Departmental Driver/Assistant
of Public Works	) (in Charge), Department of
	) Public Works
Ministerial Motor Driver	)
(Premier's Department)	) Ministerial Driver/Assistant

(B) SALARIES

Subject to the provisions of the Public Service Act, 1979 and of the Regulation thereunder, the annual rates of salaries shall be as shown hereunder, expressed as salary classes. The salary classes specified in this clause represent those contained in the General Division Staff Salaries Agreement No. 2368 of 1982, as amended. All salaries include compensation for irregular hours often with limited notice and the exclusion of penalty payments in respect of occasional delayed or interrupted meal breaks and failure to receive the recognised break between the work of successive days.

In addition thereto, in respect of Ministerial Driver/Assistants, subject to Clause 12, Work on Sundays, the salary including allowance is fixed as inclusive of overtime, weekend and holiday penalty rates and all incidents of employment involving after hours duty other than accommodation, meal and supper allowances.

	<u>Salary</u> <u>Rate</u> \$ p.a.	<u>Salary</u> <u>Class</u>
Driver/General Assistant	16,287	44
Departmental Driver/Assistant	17,244	52
Departmental Driver/Assistant (in Charge), Public Works Department - Allowance to	18,020	58
Ministerial Driver/Assistant	26,073	120 *
Ministerial Driver/Assistant (Supervisor), Premier's Department - Allowance to	27,125	128

\* Salary Class 52 with allowance to Salary Class 120

Salaries shall be paid fortnightly into a banking or other account(s) nominated by the officer.

(6) WAGE BASIS AND FUTURE ADJUSTMENTS

The salaries prescribed in Clause (5) (B), Salaries, of this Agreement are based on a basic wage of \$96.70 per week. Such salaries shall be varied from time to time following any determination of the Industrial Commission of New South Wales made pursuant to Section 57 of the Industrial Arbitration Act, 1940, in like manner as if this Agreement were an Award prescribing annual rates of salaries to which the provisions of that Act apply, provided that the salaries as so varied shall be adjusted to the nearest dollar.

Any general movement in the salaries prescribed under the Public Service, General Division Staff, Salaries Agreement No. 2368 of 1982, as amended, for the specified salary classes, shall be reflected by an appropriate adjustment in salaries under this Agreement.

(7) HOURS

- (i) Except as provided elsewhere in this Agreement the ordinary working hours shall be thirty-eight per week and shall be worked in accordance with the following provisions for a four-week work cycle:

The ordinary working hours shall be worked as a twenty-day four-week cycle Monday to Friday inclusive with nineteen working days of eight hours each between the hours of 6.00 am and 6.00 pm, subject to a luncheon break of at least 30 minutes. Subject to subclause (ii) the employing Department shall prescribe the actual commencing and finishing times and meal period within that spread of hours. 0.4 of one hour on each day worked will accrue as an entitlement to take a rostered day off in each four week cycle paid for as though worked.

- (ii) The commencing and finishing times of Ministerial Driver/Assistants shall be by arrangement between the Minister and the Driver but for the purposes of this Agreement, the nominal daily hours shall be from 9.00 am to 6.00 pm with a one hour break for luncheon.
- (iii) Where the rostered day off prescribed by sub-paragraph (i) falls on a public holiday the next working day shall be taken in lieu unless an alternative day in that four-week cycle (or the next four-week cycle) is agreed between the employer and the employee.

- (iv) Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- (v) An employee who has not worked, or is not regarded by reason of sub-paragraph (iv) as having worked, a complete four-week cycle shall receive pro-rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle. Payment for the rostered day off or, in the case of termination of employment, on termination, shall be adjusted accordingly.
- (vi) So far as is practicable, the rostered day off shall be allowed and taken on the specified day, but in the event of circumstances arising adverse to the granting of the specified day off, another day may be substituted by mutual agreement in that four week cycle or the next four week cycle.
- (vii) Days accrued from the date of operation of this Agreement until its implementation shall be allowed and taken by the officer at a mutually convenient time.
- (viii) This Agreement recognises that it will not always be possible to observe the specified meal breaks or to ensure that an officer has a break of at least eight hours between the work of successive days. The employing authority is to ensure in these cases that a reasonable break is allowed with a minimum of delay, in the interests of driver safety.

#### (8) OVERTIME

Except as to Ministerial Driver/Assistants and except as provided in Clauses 5 and 7 of this Agreement, the provisions of the Crown Employees (Overtime) Award will apply.

#### (9) MEAL BREAKS DURING OVERTIME

A minimum of 30 minutes shall be allowed for meal breaks during work after normal working hours. Officers may elect to take a one hour break where practicable. Meal breaks during overtime are not regarded as working time for the purposes of payment.

(10) MEAL ALLOWANCES

Meal allowances shall be in accordance with the Public Service Regulation. Tea money shall be payable when a meal break is taken by Ministerial Driver/Assistants when required to work beyond 6.30 pm and to all other officers when required to work beyond 6.00 pm.

(11) SUPPER MONEY

When required to work beyond 11.00 pm a supper allowance of \$3.00 shall be payable.

(12) WORK ON SUNDAYS

- (i) Ministerial Driver/Assistants shall receive compensation for work performed on Sundays on the basis of three hours and over counting as a whole day and less than three hours as a half day.
- (ii) Such compensation shall be either by way of allowance of \$60.00 for a whole day and \$30.00 for a half day, or by mutual agreement between the officer and the Department, time off in lieu on a day convenient to the Department or by addition to annual leave.

(13) RELIEF DRIVING

An officer, not being a Ministerial Driver/Assistant required to relieve in that position may nominate to be paid in accordance with Public Service Regulation 42 after the first five consecutive days of relief or to continue to be paid at the rate normally applicable to the officer plus actual overtime payments for the whole period.

Relieving officers must however nominate their preference within the first week of the relief, otherwise it will be assumed that they are to be reimbursed under the provisions of Public Service Regulation 42 as a Ministerial Driver/Assistant which includes payment for all overtime. It will not be open to such officers to change this arrangement during a period of relief.



(14) PREFERENCE OF EMPLOYMENT

The provisions of the General Division Staff, Preference of Employment Agreement No. 2300 of 1980, made pursuant to Section 83 of the Public Service Act, 1979, or any agreement amending or replacing such agreement, shall apply to this agreement as if they were incorporated herein.

(15) DISPUTES PROCEDURE

In the event of any industrial matter arising concerning the classifications covered by this Agreement, including matters associated with the transfer of officers from the Premier's Department to other Departments or Authorities, and the issue involved has not been solved through normal departmental processes, the matter shall be raised with the Public Service Board, Division of Industrial Relations, either by the Department concerned or by the Public Service Association.

The Public Service Board will arrange for consultation between the parties concerned with a view to settlement of the dispute.

Failing settlement, the matter shall be referred to the State Industrial Registrar under the Industrial Arbitration Act, 1940, as amended.

Whilst the procedures outlined above are being followed the parties are to ensure that work continues without interruption or limitation.

(16) EXISTING CONDITIONS AND RESERVED MATTERS

The following matters are reserved for later consideration of the parties:

- (i) Burnt Out Allowance for Ministerial Driver/Assistants;
- (ii) Clothing Allowance for Departmental/Driver Assistants;
- (iii) Telephone and Garaging Allowances

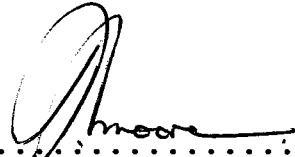
and until otherwise agreed by the parties, or determined by the Board, existing arrangements in respect of these matters will continue.

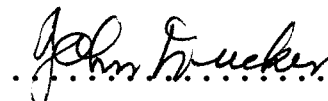
(17) AREA, INCIDENCE AND DURATION

This Agreement replaces and rescinds Agreement No. 2076 of 1974. This Agreement shall apply to the officers defined herein. It shall have effect from the beginning of the first pay period commencing in February, 1985 as to the classifications and salaries only of Driver/General Assistant and Departmental Driver/Assistant, excluding overtime and other extraneous payments and as from the beginning of the first pay period commencing on or after 27th March, 1985 as to all classifications in all respects. It shall have effect until 27th March, 1986 and shall continue in force thereafter until one month's notice of its termination is given by either party.

IN WITNESS WHEREOF this Agreement has been duly executed on the day and year first hereinbefore written.

Signed for and on behalf of )  
THE PUBLIC SERVICE BOARD OF )  
NEW SOUTH WALES by its )  
Chairman and a Member )

  
.....  
Chairman

  
.....  
Member