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**CROWN EMPLOYEES (SKILLED TRADES) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 599 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

**REVIEWED AWARD****Arrangement**

## PART A

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**PART B****RATES AND ALLOWANCES**

- Table 1 - Rates of Pay  
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**PART A**

This award shall be known as the Crown Employees (Skilled Trades) Award.

**1. Definitions**

- 1.1 For the purpose of this award, the definitions of the various classes specified in clause 3, Rates of Pay, of this award, shall be those which are contained in the respective State Craft Awards in relation to similar classes.
- 1.2 "Plant Mechanic" shall mean a Worker engaged in making, repairing, altering and testing metal parts (including electrics) of engine, frames, tracks, transmissions and auxiliaries of machines used on construction, earthmoving or similar operation.
- 1.3 Mechanical Tradesperson - Special Class means a Mechanical Tradesperson who is mainly engaged in any combination of installing, repairing and maintaining, testing, modifying, commissioning or fault finding on complex machinery and equipment which utilises hydraulic and/or pneumatic principles. They must be able in the course of such work to read and understand hydraulic and/or pneumatic circuitry that controls fluid power systems.

To be classified as a Mechanical Tradesperson - Special Class a tradesperson must have had a minimum of two years on-the-job experience as a tradesperson working predominantly on fluid power systems to enable the carrying out of such work with minimum supervision and technical guidance; and

Additionally they must have satisfactorily completed a prescribed post-trades course or reached a comparable standard of skill and knowledge by other means including in-plant training or on-the-job experience.

- 1.4 Electronic Tradesperson - for the purpose of this definition "mainly engaged" means regularly over a period or intermittently during a week.
- 1.4.1 "Electronic Tradesperson" means an electrical tradesperson who is engaged in applying their knowledge and skills to the task of installing, repairing, maintaining, servicing, modifying, commissioning, testing, fault finding and the diagnosing of various forms of machinery and equipment which are electronically controlled by complex digital and/or analogue control systems utilising integrated circuitry. The application of this skill and knowledge would require an overall understanding of the operating principles of the systems and equipment on which the tradesperson is required to carry out their tasks.

To be classified as an Electronic Tradesperson, the employee must have at least three years on-the-job experience as a tradesperson in electronic systems utilising integrated circuits and in addition, must have satisfactorily completed a post trades course in electronics equivalent to at least two years' part time study. In addition, to be classified as an electronic tradesperson, a tradesperson must be capable of:

- (a) Maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment;
- (b) Working under minimum supervision and technical guidance;
- (c) Providing technical guidance within the scope of the work described in this definition;

- (d) Preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

## 2. Hours - Day Workers

- 2.1 Except as provided elsewhere in this Award the ordinary working hours shall be thirty-eight per week and shall be worked in accord 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 6.00a.m. and 6.00p.m. Employees shall be credited with 0.4 of one hour on each day worked. This time will accrue as an entitlement to take the fourth Monday in each cycle as a day off with pay.

By agreement in writing between the employer and the employee(s) an alternate day may be substituted for the fourth Monday. All provisions of the relevant award will apply to the alternate day as to the usual rostered day off (RDO).

The agreement regarding the substituted day shall be made at least seven(7) clear days prior to the date of the RDO.

Where an employee works on their rostered day off in accordance with this sub-clause, they may elect, where practicable, to have another day off before the end of the succeeding work cycle. In such a case the accrued entitlements are transferred to the substituted day off.

Provisions of subclause 2.5 shall not apply where 7 days clear notice is given in accordance with subclause 2.1 of this clause.

No later than the 1st December each year the employer organisation and the Labor Council of N.S.W. Building Trades Group of Unions shall meet to program the calendar so as to ensure that where appropriate rostered days off fall together with Public Holidays as prescribed in Clause 11, Holidays and Sunday Work, of the award.

- 2.2 Where the fourth Monday or agreed RDO falls on a public holiday, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four-week cycle (or the next four-week cycle) is agreed in writing between the employer and the employee.
- 2.3 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.
- 2.4 Where an employee has not worked a complete 4 week cycle, they shall be entitled to pro-rata accrued entitlements towards an RDO for each day (or fraction thereof) worked or regarded as worked in the cycle. This provision will also apply to their entitlements on termination of employment.
- 2.5 In addition to their accrued entitlements, employees shall be paid at the rates for Saturday work as provided in Clause 9 of this award, if required by the employer to work on an accrued RDO. The requirement to work shall apply in circumstances where it is necessary to enable other workers to be employed productively, or to carry out maintenance outside ordinary working hours, or for any other reasons arising from unforeseen delays and/or emergency circumstances on a project.
- 2.6 A paid rest period of ten minutes shall be provided between 9a.m. and 11a.m. or at such earlier time as may be mutually agreed upon. Employees will be allowed a tea break during the afternoon period at a time to be arranged by the employer. The taking of the tea break shall not involve a complete stoppage of work. Where the majority of employees on a particular site are covered by awards other than this award, the conditions for the taking of morning and afternoon rest breaks that apply to the majority shall be observed by mutual agreement.
- 2.7 Painters shall be allowed five minutes before lunch and before knock off time to clean and put away their brushes, tools, etc., and bridge and wharf carpenters shall be allowed five minutes before ceasing time to wash and put away gear.

### 3. Rates of Pay

An employee of a classification specified in Part B, Table 1 - Rates of Pay shall be paid the weekly rate of pay assigned to that classification as shown in Table 1.

### 4. Allowances

- 4.1 In addition to the wages and tool allowances prescribed in Part B, Table 1 and Item 1 of Table 2 of this Award, the following special rates and allowances as set out in Part B, Table 3 - Allowances shall be paid to employees.
- 4.2 Carpenter Diver: The hourly rate of pay for a Carpenter Diver shall be calculated by adding the allowance rate specified in Item 3 of Part B, Table 3 to the weekly rate for a bridge and wharf carpenter and dividing the result by 31.
- 4.3 The following provisions shall apply when a bridge and wharf carpenter is called upon to work as a diver.
- (a) In the period before the lunch break, payment shall be at the carpenter-diver rate for all time worked, with a minimum payment of three hours.
  - (b) After the lunch break, payment at carpenter-diver rate is for time worked or for three hours, whichever is the greater.
  - (c) Where the employee undertakes work as a carpenter-diver both before and after the daily meal break on the same day, payment for the whole day of six hours twelve minutes shall be at the carpenter-diver rate.
  - (d) For any other work on a day during a period when not paid as a carpenter diver they shall receive the rates for a bridge and wharf carpenter.
  - (e) A carpenter-diver required on any day or shift to work at depths of twelve metres or over shall be paid a minimum of six hours twelve minutes at the Carpenter Divers' rate for such day or shift.
- 4.4 Electricians - An electrician who is the holder of a New South Wales Electrician's licence shall be paid the allowance rate specified in Item 3 of Part B, Table 3.
- 4.5 Lead Burner - The ordinary rates for lead burners shall be calculated by adding to the rate prescribed for journeyman plumbers in this award the allowance rate specified in Item 4 of Part B, Table 3.
- 4.6 Plumber and Drainer - The ordinary rate of wages for employees in each of the undermentioned classifications shall be calculated by adding to the rate specified in Part B, Table 1 the allowance rate specified in Item 5 of Part B, Table 3:
- 4.6.1 When required to act on their Plumber's licence;
  - 4.6.2 When required to act on their Gasfitter's licence;
  - 4.6.3 When required to act on their Drainer's licence;
  - 4.6.4 When required to act on their Plumber's and Gasfitter's licence;
  - 4.6.5 When required to act on their Plumber's and Drainer's licence;
  - 4.6.6 When required to act on their Gasfitter's and Drainer's licence;
  - 4.6.7 When required to act on their Plumber's, Gasfitter's and Drainer's licence.

- 4.7 Electric Welding - An additional allowance as specified in Item 6 of Part B, Table 3 shall be paid to employees holding a Department of Industrial Relations oxy-acetylene or electric welding certificate and who operate at the skill levels required for the certificate. The allowance will be paid in addition to the rates for a journeyman/plumber contained in the award for work necessitating the holding of a certificate, supervision by a certificate holder or while supervising such work.
- 4.8 Boot or Shoe Repairer - A boot or shoe repairer who for the major part of the week is required to repair anatomical, surgical or orthopaedic boots or shoes shall be paid the allowance rate specified in Item 7 of Part B Table 3.
- 4.9 Shipwright-Boat builder - The ordinary rate of wages for Liner Off, Lofts person and Model Maker shall be calculated by adding to the rate prescribed in Clause 3, Rates of Pay, the allowance rate specified in Item 8 of Part B, Table 3.
- 4.10 Computing Quantities - Employees, excluding leading hands and charge hands, who are regularly required to compute or estimate quantities or materials in respect to the work performed by the other employees shall be paid the allowance rate specified in Item 9 of Part B, Table 3.
- 4.11 Joiners, Department of Public Works: A Joiner employed by the Department of Public Works shall be paid the allowance rate specified in Item 10 of Part B, Table 3. This rate is fixed for all purposes of the award.

The provisions of this subclause shall only apply to a joiner when required to work at their regular place of employment.

Where a joiner works away from their regular place of employment, a deduction specified in Item 10 of Part B, Table 3 shall be made from the allowance rate so specified for each day so worked.

- 4.12 Registration Allowance - A Plumber and/or Gasfitter and/or Drainer who is or will be required to be the holder of a Certificate of Registration shall be paid the allowance rate specified in Item 11 of Part B, Table 3. This allowance shall be paid for all purposes of the award with the exception of Clause 9, Overtime, and Clause 10, Shift Work of this award. In this case it shall be paid as a flat rate for all hours worked.
- 4.13 Marking Off/Setting Out - A building tradesperson mainly employed marking and/or setting out work for other employees shall be paid the allowance rate specified in Item 12 of Part B, Table 3.
- 4.14 Cold Places - Employees working in places where the temperature is reduced by artificial means to less than 0 degrees Celsius shall be paid the allowance rate specified in Item 13 of Part B, Table 3. Where such work continues for more than two hours, employees shall be entitled to twenty minutes rest after every two hours work without loss of pay.
- 4.15 Confined Spaces - Employees required to work in a confined space shall be paid the allowance rate specified in Item 14 of Part B, Table 3. Confined space means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.
- 4.16 Dirty Work -
- 4.16.1 Work which is considered by both a supervisor and worker to be of a dirty or offensive nature by comparison with the work normally encountered in the trade concerned, and for which no other special rates are prescribed, shall be paid for by the allowance rate specified in Item 15 of Part B, Table 3.

In the case of disagreement between the supervisor and worker the latter shall be entitled within twelve hours to ask for a decision on their claim by the employer, their industrial officer, manager, superintendent or engineer. A decision shall be given on the worker's claim within twenty-four hours of its being asked for (unless the time expires on a non-working day, in which case it shall be given on the next working day) or else the said rate shall be paid. In any case where the union is dissatisfied with the decision of the employer, their industrial officer, manager



or engineer, it shall have the right to bring such case before the Industrial Commission of New South Wales.

4.16.2 In addition to the minimum rates of pay specified by this award, a bridge and wharf carpenter shall receive an allowance as specified in Item 15 of Part B, Table 3 when working in the following circumstances:

- (a) when using creosote, tar, bitumen, wood preservative or any other material or liquid that is damaging to clothes or unduly objectionable to the employee or damaging to their tools; and
- (b) when working with materials which have been treated with any of the said substances in such a way as to pollute the clothes or the person of the employee or damage their tools.

4.16.3 Oil or other suitable solvents shall be provided by the employer free of charge to bridge and wharf carpenters to remove tar, bitumen, creosote or similar preparations from their persons.

4.16.4 In addition to the minimum rates of pay provided by this award, a special hourly allowance set out at Item 15 of Part B, Table 3 is available to a bridge and wharf carpenter in the following circumstances. The allowance is payable where the employee is working in such dirty or dusty conditions that they incur damage to their clothing or injuries to their person. This may include work on, or engagement in, construction, repair, demolition or renovation of coal hoppers or bins, or metal hoppers or bins, or on the repair, demolition or renovation of wharves or gantries, bridges, piers, towers or flying-foxes, jetties, dolphins or works of a like nature.

4.16.5 In the event of any dispute arising as to whether any work is of a character entitling a bridge and wharf carpenter to a special payment in terms of subparagraphs 4.16.2 and 4.16.4 of this clause, the matter may be referred to the Industrial Relations Commission of New South Wales. A decision in respect of any claim shall be made by the employer or their engineer within forty-eight hours of the claim being made.

4.16.6 A Shipwright Boat builder who is:

- (a) stripping, caulking, tarring and sheathing on old work below the waterline;
- (b) doing work in connection with coal bunkers and holds in which coal has been carried and dirty steering gear;
- (c) doing work in connection with wooden ceilings in hatches, sheathing in holds, replacing timber on ceilings and sheathing in connection therewith (old work only);
- (d) doing work where laykold, risqué steel, never reust, adfast, wetted lead, on azote or any similar materials are used by shipwrights;
- (e) doing work with a portable sanding machine when an adequate dust catcher is not fitted to such machine;
- (f) doing work in places where bulk sugar, scrap iron, hides and cement have been carried;
- (g) doing work which is rendered unusually dirty by the presence of coal (other than Indian and South African);

shall receive a special hourly rate as set out at Item 15 of Table 3 whilst so employed in addition to the minimum rates of pay provided by this award.

4.17 Height Money:- Employees, working at a height of 7.5 metres from the ground, deck, floor or water shall be paid the allowance rates specified in Item 16 of Part B, Table 3. Height shall be calculated from where it is necessary for the employee to place his/her hands or tools in order to carry out the work to such ground, deck, floor or water. For the purpose of this subclause, deck or floor means a substantial

structure that, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means in tidal waters mean water level. This subclause shall not apply to employees working on a suitable scaffold erected in accordance with the *Occupational Health & Safety Act 2000*.

- 4.18 Hot Places:- Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees and 54 degrees Celsius shall be paid the allowance rate specified in Item 17 of Part B, Table 3. In places where the temperature exceeds 54 degrees Celsius such employees shall be paid the allowance rate specified in Part B, Table 3.

Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to twenty minutes' rest after every two hours work without deduction of pay. The work supervisor will decide as to the temperature level, after consultation with the employees who claim the extra rate.

- 4.19 Insulation Material:- An employee handling charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool or other recognised insulating material of a like nature, shall be paid the allowance rate specified in Item 18 of Part B, Table 3. This rate shall also apply to employees working in such close proximity so as to be affected by the insulating material.

- 4.20 Smoke-boxes, etc:- Employees working on repairs to smoke-boxes, furnace or flues of boilers shall be paid an additional hourly allowance. An employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, shall, while working inside such boiler, be paid entitled to an allowance. The rates for both allowances are specified in Item 19 of Part B, Table 3.

- 4.21 Wet Places:-

4.21.1

- (a) An employee working in any place where water is continually dripping on the employee, or where there is water underfoot so that clothing and boots become wet, shall be paid the allowance rate specified in Item 20 of Part B, Table 3. This extra rate is not payable where an employee is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid at that rate for any part of the day or shift that they are required to work in wet clothing or wet boots.

- (b) Where a plumber is required to work in the rain he shall be paid the allowance rate specified in Item 20 of Part B, Table 3 for time so worked.

4.21.2 An employee who is called upon to work on a raft or open boat, or on a punt or pontoon having a freeboard of 305 mm or less shall be entitled to the allowance rate specified in Item 20 of Part B, Table 3.

4.21.3 An employee called upon to work knee-deep in mud or water, shall be paid at the rate of the allowance rate specified in Item 20 of Part B, Table 3. This subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.

- 4.22 Acid furnaces, Stills, etc:

4.22.1 A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork, shall be paid the allowance rate specified in Item 21 of Part B, Table 3. This additional rate shall be regarded as part of the wage rate for all purposes of the award.

4.22.2 An employee engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work shall be paid the allowance rate specified in Item 21 of Part B, Table 3. This additional rate shall be regarded as part of the wage rate for all purposes.

- 4.23 Towers Allowance:- An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower, water tower or silo over fifteen metres in height shall be paid the allowance rates specified in Item 22 of Part B, Table 3, for all work above fifteen metres.
- 4.24 Depth Money:- An employee working in tunnels, cylinders, caissons, coffer dams and sewer work, and in underground shafts exceeding 3 metres in depth shall be paid the allowance rate specified in Item 23 of Part B, Table 3.
- 4.25 Swing Scaffolds:- The allowance rates specified in Item 24 of Part B, Table 3. for the first four hours or any portion thereof, and for each hour thereafter on any day shall be made to any persons employed:
- (a) on any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc.
  - (b) on a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.
- 4.25.1 Solid plasterers when working off a swing scaffold shall receive an additional hourly payment as set out in Item 24 of Part B, Table 3.
- 4.26 Spray Application:- A painter engaged on all spray applications carried out in other than a properly constructed booth approved by the Department of Industrial Relations shall be paid the allowance rate specified in Item 25 of Part B, Table 3.
- 4.27 An allowance shall be paid as specified in Item 26 of Part B, Table 3 for all work, other than chokages, that is done in connection with lavatories, urinals, soil or waste pipes where used principally for venereal patients in hospitals or ships. The allowance need not be paid if suitable gloves and (where necessary) suitable boots are supplied to the employee concerned for use during such work. Gloves and boots remain the property of the employer.
- 4.28 Working Second hand Timber:- If, while working with second hand timber, a Bridge and Wharf Carpenter's tools are damaged by nails, dumps or other foreign matter in the timber, he/she shall be entitled to the allowance rate specified in Item 27 of Part B, Table 3 for each day upon which his/her tools are so damaged. Payment of the allowance is contingent upon the damage being reported immediately to the employer's representative on the job in order that the claim can be proved.
- 4.29 Roof Work:- Employees engaged in the fixing or repairing of a roof or any other work in excess of 12 metres from the nearest floor level shall be paid the allowance rate specified in Item 28 of Part B, Table 3.
- 4.30 Electric Welding - Plumbers:- A plumber engaged on electric welding applicable to plumbing shall be paid the allowance rate specified in Item 29 of Part B, Table 3 for the time so worked.

Extra Rate Not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature, then only the highest of such rates shall be payable.

Rates not subject to Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty conditions.

- 4.31 Explosive Powered Tools -
- 4.31.1 Employees required to use explosive powered tools shall be paid the allowance rate specified in Item 30 of Part B, Table 3.
- 4.31.2 If bridge and wharf carpenters are required to use power driven tools they shall be paid the allowance rate specified in Item 30 of Part B.

4.32 Scaffolding Rigging - An employee who is the holder of a scaffolding or rigging certificate issued by the Department of Industrial Relations and undertakes work that requires a person to have such a certificate, shall be paid the allowance rate specified in Item 31 of Part B, Table 3.

4.33 Corrective Establishments - An employee of the Department of Public Works & Services who is required to work in the maximum security sections of the following Corrective establishments - Cessnock, Goulburn, Lithgow, Mulawa, Parklea, Special Purpose Centre, Metropolitan Remand & Reception Centre, Metropolitan Special Programs Centre, Metropolitan Medical Transient Centre/Long Bay Hospital, Endeavour House and Minda Patterson House) and Bathurst shall be paid the hourly allowance rate specified in Item 32 of Part B, Table 3.

4.33.1 Mental Institutions - Employees of the Department of Public Works working in mental institutions shall be paid the allowance rate specified in Item 32 of Part B, Table 3 in addition to all other rates payable under this award. This payment is not applicable to overtime or other penalty rates:

Payment under this subclause shall not be made in respect of work done in such areas as may be agreed upon between the respective unions and the Public Employment Office.

4.33.2 Geriatric Hospitals - Employees working or required to work in the following geriatric hospitals: namely, Allandale, Garrawarra and Strickland, shall be paid an allowance as set out in Item 32 of Part B, Table 3. Those working or required to work at Lidcombe Hospital shall be paid the allowance rate specified in Item 32 of Part B, Table 3 in addition to all other rates payable under this Award. This payment is not applicable to overtime or other penalty rates:

4.33.3

(a) A Plumber who shall be required to work in hot and/or cold water tanks for the purpose of the control of Legionella Pneumophilia shall be required to use and wear the appropriate respiratory equipment and safety clothing as directed by the Department of Health. They will be paid the allowance rate specified in Item 32 of Part B, Table 3 per hour or part thereof while undertaking such work.

The allowance prescribed by this subclause shall be in lieu of the special rates prescribed in subclauses 4.14 Cold Places, 4.15 Confined Spaces, 4.18 Hot Places and 4.21 Wet Places of this clause.

(b) An employee who is required to assist a plumber in the performance of work described in (a) above shall not be entitled to the allowance as so prescribed but shall be entitled to any other special rates prescribed under Clause 4, Allowances if applicable.

4.34 Distant Places -

4.34.1 All employees working in districts west and north of and excluding:

- (i) State Highway No. 17 from Tocumwal to Gilgandra
- (ii) State Highway No. 11 from Gilgandra to Tamworth
- (iii) Trunk Road No. 63 to Yetman and State Highway No. to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes.

shall be paid the allowance rate specified in Item 33 of Part B, Table 3.

4.34.2 All employees working the in Western Division of the State shall be paid the allowance rate specified in Item 33 of Part B, Table 3.

4.34.3 All employees working within the area bounded by and inclusive of:

- (i) Snowy River from the New South Wales border to Dalgety, then by road directly from Dalgety to Berridale
- (ii) on the Snowy Mountain Highway at Adaminaby to Blowering
- (iii) from Blowering southwest to Welaregang and on the Murray River
- (iv) in a south-easterly direction along the New South Wales border to the point of commencement.

shall be paid the allowance rate specified in Item 33 of Part B, Table 3 extra per day or part thereof.

4.34.4 Bridge and Road Construction:- Employees engaged on road and bridge construction and repair within the area bounded by and inclusive of

- (i) Queensland border on the north
- (ii) State Highway No. 9 from Tenterfield to Bendemeer on the west
- (iii) State Highway No. 11 from Bendemeer to Port Macquarie on the south
- (iv) the coastline from Port Macquarie to Tweed Heads on the east.

shall be paid the allowance rate specified in Item 34 of Part B, Table 3 per day extra.

4.35 Morgues - An employee required to work in a morgue shall be paid the allowance rate specified in Item 35 of Part B, Table 3 per hour whilst so employed.

4.36 Applying Obnoxious Substances -

4.36.1 An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid the allowance rate specified in Item 36 of Part B, Table 3.

4.36.2 In addition, employees applying such material in buildings which are normally air conditioned shall be paid the allowance rate specified in Item 36 of Part B, Table 3.

4.36.3 Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator. In addition, protective clothing shall be supplied where recommended by the NSW Department of Health.

4.36.4 Employees working in close proximity to employees so engaged shall be paid the allowance rate specified in Item 36 of Part B, Table 3.

4.36.5 For the purpose of this clause, all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

4.37 Bricklayers laying other than Standard Bricks - Bricklayers employed laying blocks (other than concrete blocks for plugging purposes) shall be paid the allowance rates specified in Item 37 of Part B, Table 3 in relation to the weight of the blocks.

- (a) Where the block weighs over 5.5 kg and under 9 kg.
- (b) Where the block weighs 9 kg or over and up to 18 kg.
- (c) Where the block weighs over 18 kg.

- 4.37.1 An employee shall not be required to lift a building block in excess of 20 kg in weight unless provided with a mechanical aid or an assistant. An employee shall not be required to manually lift any building block in excess of 20 kg in weight to a height of more than 1.2 metres above the working platform.
- 4.37.2 This subclause shall not apply to employees being paid the extra rate for refractory work.
- 4.38 Bagging - Employees engaged upon bagging bricks or concrete structures shall be paid the allowance rate specified in Item 38 of Part B, Table 3.
- 4.39 Cleaning down Brickwork - A bricklayer required to clean down bricks using acids or other corrosive substances shall be paid the allowance rate specified in Item 39 of Part B, Table 3. Employees will be supplied with gloves by the employer when undertaking such work.
- 4.40 Asbestos - Employees required to work with materials containing asbestos or to work in close proximity to employees using such materials shall be provided with, and shall use, all necessary safeguards as required by the appropriate occupational health authority. Where it is mandatory to wear protective equipment the employees shall be paid the allowance rate specified in Item 40 of Part B, Table 3 whilst engaged on such work.
- 4.41 Pneumatic Tool Operation - A stonemason in New South Wales using pneumatic tools of 2.75 kilograms or over in weight shall be paid the allowance rate specified in Item 42 of Part B, Table 3 each day on which he uses such a tool.
- 4.42 Brick Cutting Machine - One bricklayer on each site to operate the cutting machine and to be paid the allowance rate specified in Item 43 of Part B, Table 3 per hour or part thereof while so engaged.
- 4.43 Asbestos Eradication -
- This subclause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this award.
- Asbestos eradication is defined as work on or about building, involving the removal or any other method of neutralisation of any materials that consist of, or contain asbestos.
- All aspects of asbestos eradication work shall be conducted in accordance with the *Occupational Health and Safety Act 2000* concerning construction work involving asbestos and asbestos cement.
- In addition to the rates prescribed in this Award an employee engaged in asbestos eradication (as defined) shall receive the allowance rate specified in Item 44 of Part B, Table 3. This is in lieu of special rates as prescribed in Clause 4 Allowances, with the exception of subclauses 4.14 cold places; 4.18 hot places; 4.25 swing scaffold; 4.26 spray application and 4.28 working second hand timber.
- Other Conditions -
- The conditions of employment rates and allowances, except so far as they are otherwise specified in this subclause shall be the conditions of employment, rates and allowances of the award as varied from time to time.
- 4.44 Animal Houses -
- An employee who is required to work in an Animal House shall be paid an additional hourly allowance as set out in Item 45 of Part B Table 3 whilst so employed.
- 4.45 Coal Wash: Employees of the Roads and Traffic Authority involved in road construction work in the Illawarra region working in areas where coal wash is being unloaded, handled or spread shall be paid an hourly allowance as set out in Item 46 of Part B Table 3. The Illawarra region is defined to represent the area serviced from the Bellambi Works Office

## 5. Tool Allowance

In addition to the rate of pay as prescribed in Part B, Table 1 - Rate of Pay an employee of a classification specified in Item 1 of Part B, Table 2 clause 6 Tool Allowances shall be paid a tool allowance as prescribed in that table. The tool allowance is applicable to both skilled tradespeople and apprentices and is to form part of the ordinary pay for all purposes.

## 6. Leading Hands

Leading hands shall be shall be paid allowances prescribed in Part B Table 3 - Allowances as follows:

- 6.1 Employees appointed to be in charge of up to and including five employees as per Item 47 of Part B, Table 3.
- 6.2 Employees appointed to be in charge of more than five and up to and including ten employees as per Item 48 of Part B, Table 3.
- 6.3 Employees appointed to be in charge of more than ten employees as per Item 49 of Part B, Table 3.

## 7. Mixed Functions

Where an employee is engaged for more than two hours daily or per shift on higher duties, including duties entitling them to a leading hand allowance, they shall be entitled to a higher duties allowance or rate allowance for the whole of such day or shift.

If the higher duties are undertaken for two hours or less during one day, payment at the higher rate shall apply only to hours worked. If an employee is required to act as leading hand at the commencement of a day or shift, they shall be paid the appropriate allowance for the whole of such day or shift.

## 8. Excess Fares and Travelling Time

- 8.1 An allowance specified in Item 50 of Part B, Table 3 shall be paid by employers to employees to compensate for excess fares and travelling time to and from places of work:
  - 8.1.1 the above stated allowance shall not be payable if the employer provides or offers to provide transport free of charge to the employees in which case the allowance rate specified in Item 51 of Part B, Table 3 shall be paid.
  - 8.1.2 An employee is still entitled to the allowance, subject to the foregoing provisions if instead of using public transport they have used other means of travel or walked to their places of work.
  - 8.1.3 Entitlement to an allowance under the provisions of this subclause applies only when tradespeople work away from their regular place of employment.
- 8.2 Allowances specified in Item 52 of Part B, Table 3 clause shall be paid to first year apprentices (or probationers) and to 2nd, 3rd, 4th and 5th year apprentices to compensate for excess fares and travelling to and from work.
  - 8.2.1 The above stated allowance shall not be payable if the employing Authority provides or offers to provide transport free of charge to the apprentices in which case the allowance rates specified in Item 53 of Part B, Table 3 shall be paid.
  - 8.2.2 An apprentice is still entitled to the allowance, subject to the foregoing provisions if instead of using public transport they use other means of travel or walk to their places of work.

The provisions of this subclause apply to an apprentice only when working away from his/her regular place of employment and/or workshop.

- 8.3 An employee who is required by their employer to work at a job away from their accustomed workshop shall report for work at the job at their usual starting time. For each day spent on such work, employees will be entitled to an allowance as set out in Item 50 of Part B Table 3 and at Item 52 for apprentices. Where the travel time and fares are in excess of those normally incurred in travelling to their customary workshop, they shall be paid an allowance for the excess travel time and fares as set out in Item Part B Table 3.

If the employee receives approval from their employer to use their own means of transport to and from outside jobs, they are entitled to payment of excess fares based on public transport rates, unless they have an arrangement with their employer for a regular allowance.

- 8.4 If an employee is sent during working hours to undertake work at one or more different sites to their usual workplace, the employer shall, in addition to the amount they are liable to pay under subclauses 8.1 and/or 8.2 of this clause, pay all travelling time and fares incurred,
- 8.5 Electricians and/or electrical apprentices shall be paid in accordance with the fares and travelling allowances prescribed from time to time, by the Electricians, &c. (State) Award published 29 June 2001 (325 I.G. 808), as varied.
- 8.6 Except as provided by subclause 8.4 of this clause, this clause shall not apply to employees of the Roads and Traffic Authority or the Department of Land and Water Conservation. Employees of these organisations shall be paid the rates in respect of fares and travelling time as provided by the General Construction and Maintenance, Civil and Mechanical Engineering &c. (State) Award public sector rates within the (Crown Employees Wages Staff (Rates of Pay) Award.

## 9. Overtime

- 9.1 Overtime shall be payable for all time worked outside the ordinary hours prescribed in clause 2 for any one day, including accrued time. The rates of pay shall be time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

Except as provided in this subclause or subclause 9.2 of this clause, in computing overtime each day's work shall stand alone.

- 9.2 Rest Period after Overtime: Following completion of overtime, an employee shall either;
- (a) Be released from resuming ordinary duty for a period of 10 consecutive hours. This number of hours does not include time spent travelling; or,
  - (b) If required to resume or continue working without having had a break of ten (10) consecutive hours, excluding travel, shall be paid at the rate of double time until such a break is given. This break shall be granted without loss of pay for ordinary working time occurring during such absence.
  - (c) In the case of shift workers, the provisions of this subclause shall apply as if eight hours were substituted for ten hours when overtime is worked:-
    - 9.2.1 for the purpose of changing shift rosters; or
    - 9.2.2 where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker; or
    - 9.2.3 where a shift is worked by arrangement between the employees themselves.

- 9.3 Call Back:

- 9.3.1 An employee recalled to work overtime after leaving his/her employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time recalled. In the case of unforeseen circumstances



arising, the employee shall not be required to work the full four hours if the job he/she was recalled to perform is completed within a shorter period. This subclause does not apply:

- (a) in cases where it is customary for an employee to return to his/her employer's premises to perform a specific job outside his/her ordinary working hours or
- (b) where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

9.3.2 Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause 9.2 of this clause, where the actual time worked is less than three hours on such recall or on each of such recalls.

9.3.3 If an employee is required to work in excess of four hours, he/she shall be paid a meal allowance specified in Item 54 of Part B, Table 3 for each subsequent meal. The employee will be allowed a crib time of 20 minutes without deduction of pay at the end of each four hours' work, provided work is to continue after the said period of four hours.

#### 9.4 Saturday Work - Five Day Week:

A day worker on a five day week who is required to work on a Saturday shall be paid for not less than four hours' work, except where such overtime is continuous with overtime commenced the previous day. All work performed in the afternoon shall be paid for at double time rates. Tea Breaks shall be allowed in accordance with subclause 2.2 of clause 2, Hours - Day Workers, of this Award.

#### 9.5 Standing By:

An employee required to hold themselves in readiness to work after ordinary hours shall, until released, be paid standing-by time at ordinary rates from the time he/she is advised of the requirement to stand by. This is subject to any custom now prevailing under which an employee is required regularly to hold themselves in readiness for a call back,

#### 9.6 Meal Hours - General:

Except as provided in subclause 9.7 of this clause, work done during meal hours thereafter until a meal-hour break is allowed shall be paid for at double time rates. An employee shall not be compelled to work for more than six hours without a break for a meal.

#### 9.7 Meal Hours - Maintenance Employees, Concrete Pours etc.

9.7.1 Where breakdowns of plant occur or routine maintenance of plant can only be done while such plant is idle, an employee employed as a regular maintenance person shall, whenever instructed to do so, work during meal breaks at the ordinary rates prescribed herein. This shall be subject to the provisions of subclause 9.6 of this clause.

9.7.2 Where, for special reasons, it is necessary to alter the time of the recognised meal hours for the purpose of finishing the pouring of concrete, hot mix, etc. or where work is affected by tides, the employer may alter the lunch break either forward or backward by one hour.

#### 9.8 Tea Money:

An employee required to work overtime for one and a half hours or more without being notified on the previous day or earlier of such requirement shall be supplied with a meal by the employer or paid the allowance rate specified in Item 55 of Part B, Table 3. After the completion of each four hours on continuous overtime the employee shall be paid the allowance rate specified in Item 54 of Part B, Table 3 for each subsequent meal in addition to his/her overtime payment. Such payment need not be made to employees living in the same locality as their place of work who can reasonably return home for meals.

#### 9.9 Transport of Employees:

An employer shall provide transport for an employee who finishes overtime work or a shift not part of their regular roster, at a time when reasonable means of transport are not available. If transport is not provided the employee shall be paid at their current rate for the time reasonably occupied in reaching their home. This subclause shall not apply to an employee who uses their own vehicle to travel to and from their place of work).

#### 9.10 Compulsory Overtime:

An employer may direct any employee to work reasonable overtime at overtime rates provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:

- (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
- (b) any risk to employee's health and safety,
- (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
- (d) the notice (if any) given by the employer regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
- (e) any other relevant matter.

#### 9.11 Cribs:

9.11.1 An employee who is required to work overtime for two hours or more after the normal ceasing time shall be allowed, at the expiration of the said two hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break. For the purposes of this paragraph "normal ceasing time" is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in Clause 2, Hours, Day Workers and Clause 10, Shift Work, of this award.

9.11.2 Where overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1 pm without loss of pay.

#### 9.12 Limitation of Overtime:

No employee, including a night shift worker, shall work for more than 16 hours' overtime in any week excepting in the case of extreme urgency such as urgent repairs or delay causing unemployment.

#### 9.13 Availability Allowance - Roads and Traffic Authority (RAT)

9.13.1 Notwithstanding the provisions of subclause 9.5 of this clause, an electrical tradesperson employed by the RAT who is rostered to be available in connection with emergency repairs to toll collection equipment shall be paid a daily availability allowance of three hours at ordinary rates of pay for each week night (Monday to Friday) (excluding public holidays) the employee is available between normal ceasing time and commencing time on each day.

9.13.2 An employee rostered to be available in connection with emergency repairs to toll collection equipment on a Saturday, Sunday and Public Holidays from 6.00 am Saturday to 6.00 am Sunday and 6.00 am Sunday to 6.00 am Monday and the same hours on a Public Holiday shall be paid 7.6 hours pay at ordinary rates for each twenty-four hours he is actually available.

9.13.3 The allowance set out in subclauses 9.13.1 and 9.13.2 of this subclause, shall be in compensation for the employee being available for the periods between normal ceasing time and normal commencing time during week days and for being available for twenty-four hours on each Saturday, Sunday or Public Holidays, to answer emergency calls from the toll collection centres.

9.13.4 Any overtime worked on a call-out during the time covered by the rostered period shall be paid for in accordance with subclause 9.3 of this clause.

## 10. Shift Work

### PART A

#### OTHER THAN CONSTRUCTION WORK

##### (a) Definitions

10.1 For the purpose of this clause

10.1.1 "Afternoon Shift" means any shift finishing after 6 pm and at or before midnight.

10.1.2 "Continuous Work" means work carried on with consecutive shifts of employees throughout the twenty-four hours of each of at least six consecutive days without interruption, except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

10.1.3 "Night Shift" means any shift finishing subsequent to midnight and at or before 8 am.

10.1.4 "Rostered Shift", means a shift of which the employee concerned has had at least forty-eight hours' notice.

##### (b) Hours - General

10.2 Employees on shift work shall accrue 0.4 of an hour for each eight hour shift worked to allow one complete shift to be taken off as a paid shift for every 20 shift cycle. This 20th shift shall be paid for at the appropriate shift rate as prescribed by this clause.

10.3 Paid leave taken during any cycle of four weeks and public holidays as prescribed by Clause 11, Holidays and Sunday Work, of this award shall be regarded as shifts worked for accrual purposes.

10.4 Except as provided above, employees not working a complete four week cycle shall be paid accrued pro-rate accrued entitlements for each shift worked on the programmed shift off, or in the case of termination of employment on termination.

10.5 The employer and employees shall agree in writing upon arrangements for rostered paid days off during the 20 day cycle or for accumulation of accrued days to be taken at or before the end of the particular contract. This accumulation shall be limited to no more than 5 days before they are taken as paid days off. When taken, the days shall be regarded as days worked for accrual purposes in the particular 20 shift cycle.

10.6 Where an employer, for emergency reasons requires an employee to work on his/her rostered day off, the terms and conditions prescribed in Clause 2 Hours - Day Workers, of this award shall apply.

##### Hours

(a) Continuous Work Shifts And

(b) Other Than Continuous Work Shifts

### Hours - Continuous Work Shifts

10.7 This subclause shall apply to shift workers on continuous work as hereinbefore defined.

10.7.1 The ordinary hours of such shift workers shall not exceed -

- (a) eight in any one day; nor
- (b) forty-eight in any one week; nor
- (c) eighty-eight in fourteen consecutive days; nor
- (d) one hundred and fifty two in twenty-eight consecutive days.

10.7.2 Subject to the following conditions such shift workers shall work at such times as the employer may require:

a shift shall consist of not more than eight hours, inclusive of crib time;

### Hours - Other than Continuous Work

10.8 This subclause shall apply to shift workers not upon continuous work as hereinbefore defined. The ordinary hours of such shift workers shall not exceed -

10.8.1 forty in any week to be worked in five shifts of eight hours on Monday to Friday, inclusive; or

10.8.2 eighty in fourteen consecutive days in which case an employee shall not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week;

10.8.3 one hundred and twenty-one consecutive days in which case an employee shall not, without payment of overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week.

Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal.

10.8.4 Rosters

Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

10.8.5 Variation by Agreement

The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment.

Determined commencing and finishing times of shifts may be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment. In the absence of agreement, variation can occur by the employer giving seven days' notice of alteration to the employee.

10.8.6 Afternoon or Night Shift Allowances

Shift workers whilst on afternoon or night shifts shall be paid 15 per centum more than the ordinary rate for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights shall be paid at the rate of time and a half for the first three hours and double time thereafter.

An employee who -

- (i) during a period of engagement on shifts, works night shift only; or
- (ii) remains on night shift for a longer period than four consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give them at least one-third of their working time off night shift in each shift cycle;

shall during such engagement, period or cycle be paid 30 per centum more than their ordinary rate for all time worked ordinary working hours on such night shifts.

#### 10.8.7 Saturdays

The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of subclause 10.8.6 of this clause.

#### 10.8.8 Overtime

An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work in accordance with such requirement.

#### 10.8.9 Sundays and Holidays

- (i) Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday shall be paid at the rate of time and three quarters. Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a public holiday shall be paid at the rate of double time and one half.
- (ii) Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 11, Holidays and Sunday Work, of this award. Where shifts commence between 11 pm and midnight on a Sunday or a holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate. The time worked by an employee on a shift commencing before midnight on a Saturday or preceding a holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

Where the major portion of shifts fall partly on a holiday, that shift shall be regarded as the holiday shift.

- 10.8.10 Seven Day Shift Workers - A seven day or continuous shift worker is a shift worker who is rostered to work regularly on Sundays and holidays. When their rostered day off falls on a public holiday prescribed by this clause, they shall, at the discretion of the employer, be paid for that day at the ordinary rate or have an additional day added to their annual leave. This subclause shall not apply when the holiday on which they are rostered off falls on a Saturday or Sunday.

## PART B

### CONSTRUCTION WORK

- 10.9 Notwithstanding the foregoing provisions of this clause, the terms and conditions prescribed by the General Construction and Maintenance Civil and Mechanical Engineering &c. (State) Award may apply in lieu for employees carrying out shift work in the following circumstances:
- (a) whenever it maybe found necessary in the erection, alteration, renovation or demolition of buildings or on work in connection with the construction
  - (b) and/or maintenance of water supply and sewerage works, roads, bridges, water conservation and irrigation works or harbour and reclamation and irrigation works to work wholly by night or in a two or three shift system.
- 10.10 An employee employed for less than five continuous shifts in any working week shall be paid in accordance with clause 9. Overtime, of this award. Where an employee is employed on night shift for more than one week continuously and the job finishes mid-week, the employer may terminate the engagement. In this instance the employee will be paid the current shift rate for time actually worked. In cases where due to the action of the employee, less than a full week is worked, the employee is paid for the actual time worked at ordinary night shift rates.

### 11. Holidays and Sunday Work

- 11.1 Employees shall be entitled to the following public holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Labour Day, Anzac Day, Christmas Day, Boxing Day, and all other gazetted holidays proclaimed to operate throughout the State.
- 11.2 Except as provided in subclause 10.8.9, Sundays and Holidays of Part A - Other than Construction Work, of Clause 10, Shift Work, of this award, an employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays, such double time to continue until he is relieved from duty, and double time and one half for work done on public holidays, such double time and one half to continue until he is relieved from duty.
- 11.3 An employee not engaged on continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work, shall on being relieved from duty be entitled to be absent until he has had ten consecutive hours off duty. The 10 hour break shall be without deduction of pay for ordinary time of duty occurring during such absence.
- 11.4 An employee, other than on shift, who attends for work as required on a Sunday or public holiday shall be paid for not less than four hours' work.
- 11.5 Where an employee is absent from their employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, they shall not be entitled to payment for such holiday.

Where public holidays fall on successive days an employee shall be entitled to payment for the holiday closest to the said day if they have worked on either the day preceding or the day after such holiday but not on both. No payment shall be made if the employee has ceased work without permission on either of the said days.

- 11.6 Where an employee, other than a shift worker, is required to work after 12 noon on a Sunday or holiday, the employee shall be allowed a meal break of 30 minutes between 12 noon and 1 pm for a crib without loss of pay.
- 11.7 The provisions of Clause 2, Hours - Day Workers, of this award shall apply to employees working on Sundays and Holidays.

- 11.8 Where an additional or substitute public holiday is proclaimed by Order in Council or otherwise gazetted by authority of the Australian or a State Government under any Act throughout any State or part thereof, such day shall, within the defined locality, be deemed to be a holiday for the purposes of this Award. An employee shall not be entitled to the benefit of more than one holiday upon such occasion.

### **12. Payment of Wages**

- 12.1 Wages shall be paid fortnightly. For the purpose of any increase to the wages, the wages shall be made up on a weekly basis.
- 12.2 Wages shall be paid into a bank or other account, except in isolated areas where payment will be made by cheque.
- 12.3 The employer shall not keep more than 3 days pay in hand.
- 12.4 Upon termination of the employment wages shall be paid according to the usual method no later than the next working day. Where an employee is summarily dismissed, as provided for in Clause 13, Contract of Employment of this award, the employer shall make payment according to the usual method, within 48 hours of dismissal.

### **13. Contract of Employment**

#### **13.1 Weekly Employment**

Except as hereinafter provided, employment shall be by the week.

- 13.2 Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct. In such cases wages shall be paid only up to the time of dismissal.
- 13.3 Payment shall be deducted for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible. This is not including time lost for wet weather. Where an employee has given or been given notice in line with subclause 13.2, employment is continued until the date of the expiration of such notice, except by agreement between the parties.

An employee who has given or been given notice in line with subclause 13.2, must provide a reasonable explanation for any absences during the period of notice. Proof of the reason for such absence must be able to be provided by the employee. If no proof is provided, the employee shall be deemed to have abandoned their employment, and shall not be entitled to payment for work done within the period of notice.

- 13.4 An employee (other than an employee who has given or received notice in accordance with subclause 13.2, of this clause) not attending for duty shall, except as provided by clause 11, Holidays and Sunday Work, of this award, shall receive no payment for the actual time of such non-attendance.
- 13.5 During the first week of employment, an employee's services may be terminated by the giving of one hour's notice on either side.
- 13.6 Late Comers: Notwithstanding anything elsewhere contained in this award, employees who report for duty after their appointed starting time or stop work before their appointed finishing time may have their wages adjusted by a fraction or decimal proportion of an hour (not exceeding a quarter of an hour). This subclause does not apply where an employee has a legitimate reason for coming late or leaving early and promptly advises the employer of such.

An employer who adopts a proportion for the aforesaid purposes shall apply the same proportion for the calculation of overtime.

### 13A. School Based Apprentices

(a) Definition

A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

(b) Wages

(i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.

(ii) For the purposes of subclause (b)(i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.

(iii) The wages paid for training time may be averaged over the school term or year.

(iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

(c) Progression through the Wage Structure

(i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.

(ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

(d) Conversion from a school based apprentice to a full time apprenticeship

Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

(e) Conditions of Employment

Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

### 14. Distant Work

14.1 Distant work is defined as work that requires employees to live away from their usual place of residence. An applicant for a position involving distant work shall provide the employer with a statement in writing of their usual place of residence. If the employee, whilst employed on distant work changes their usual place of residence one or more times, determination of whether the work can still be defined as distant work is based on the location of the new place of residence. The employee must inform the employer in writing of any change to their usual place of residence.

This clause will not apply to an employee who, after four weeks employment is appointed to work as a regular employee at a permanent workshop, while they are employed at such a workshop.

14.2 An employee who is engaged on distant work shall be transported, with tools, to and from the work location once per day at the employer's expense. If the employee is called back to the work site after finishing their daily duties, they again shall be transported to and fro at the employer's expense for each occurrence.



14.3 Return fares and travelling time need not be paid to an employee who:

- (a) leaves their employment of their own free will; or
- (b) is discharged for misconduct

before completion of three months employment or before the job is completed, whichever occurs first; or is discharged for incompetence within one week of engagement.

14.4 Time occupied in travelling to and from distant work shall be paid for at ordinary rates. No employee shall be paid more than an ordinary day's wages for any day spent in travelling unless they are on the same day occupied in working for an employer. An allowance to cover any expenses incurred in reaching home and for transporting tools is set out in Item 56 of Part B, Table 3.

14.5

14.5.1 On distant work reasonable board and lodging shall be provided by the employer or a weekly (7 day) allowance as set out in Item 57 of Part B, Table 3. This allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the ending of the employment on a distant job, the allowance per day shall be as set out in Item 57 of Part B, Table 3.

14.5.2 The foregoing allowances may be increased if an employee can satisfy an employer that they reasonably incurred greater expenses than those covered by such allowances. In the event of disagreement, the Dispute Resolution procedures contained in clause 28 of the reviewed award should be utilised. This does not preclude the matter being referred to the Industrial Relations Commission of New South Wales.

14.5.3 Reasonable board and lodging shall mean lodging in a well-kept establishment with adequate furnishing, good bedding and floor coverings, good lighting and heating with hot and cold running water, in either a single room or twin room if a single room is not available.

14.6 Where an employee is required to camp either by direction of the employer or because no reasonable transport facilities are available for the employee to proceed to and from their home each day, subclauses 14.5.1, 14.5.2 and 14.5.3 of this clause shall not apply to the following:

Employees of the Roads and Traffic Authority; Department of Land and Water Conservation; Department of Land and Water Conservation or NSW State Forests in respect of the following work;

Construction and/or maintenance of water supply and sewerage works; roads, bridges, water conservation and irrigation works, harbour and reclamation works or forest works.

For such employees, the employer shall provide a camp with accommodation in single cubicles, not less than 14 cubic metres in size. Each cubicle shall be fitted with a bed with mattress. Each cubicle shall have a timber floor covering, be fitted with a door and a moveable window of reasonable size, with wire screen covering. The cubicle shall be furnished with a table or suitable substitute, a seat and a wardrobe. Each cubicle shall be ceiled and lined and artificial lighting provided. If reasonably required, the employer shall provide a suitable heating appliance for each cubicle.

Provision shall be made in the camp for suitable washing facilities; including hot and cold showers, provided that an adequate water supply is available. Employees shall also be provided with sufficient facilities to wash their clothes. Sanitary conveniences shall be adequate, sewerage where reasonably practicable and situated within reasonable distance from the living quarters. The conveniences shall have adequate access by properly lighted paths. Effluent from kitchen, laundry and showers should be dispersed in such a way as to avoid any health risk. A veranda shall be constructed in front of each room, except where corridor-type barracks are provided.

The employer shall provide an enclosed galley conforming to the requirements of the General Construction and Maintenance, Civil and Mechanical Engineering &c (State) Award, as varied from time to time, or by any award replacing the said award.

Where the circumstances so require, the employer may, as an alternative provide caravans for employees. The caravans should contain as far as practicable, amenities at least equal to those specified above.

An employee who is required to camp has an entitlement to a daily allowance as specified in Item 58 of Table 3 for each day they remain in camp. The allowance is not paid for any working day the employee is absent from duty, except in such cases of sickness or for any reason beyond the employee's control.

Leave is reserved to the employers to apply in respect of the standards of accommodation under this subclause.

14.7 Employees who wish to return home for the weekends will be paid an allowance at the rate shown in Item 60 of Part B Table 3 on each occasion they return home provided they:

- (i) work as required during the ordinary working hours, and
- (ii) work on the working day both before and after a weekend, and
- (iii) notify the employer no later than the Tuesday of each week, and
- (iv) return home for the weekend.

Employees in receipt of this allowance will not be entitled to payment of the camping allowance prescribed in subclause 14.6 of this clause, for the day or days on which they are absent.

14.7.1 This subclause shall not apply to an employee who is receiving the allowance rate specified in Item 57 of Part B, Table 3 in lieu of board and lodging being provided by the employer.

14.7.2 An employee shall be deemed to have returned home at the weekend only if this involves the employee in being absent from his accommodation for not less than half the hours between ceasing work in the one week and commencing work in the next week.

14.8 The provisions of this clause shall apply wherever the employee is engaged.

14.9 Where an employee is engaged upon distant jobs and is required to reside elsewhere than on the site of the job they shall be paid the fares and travelling time allowance prescribed by clause 8, Excess Fares and Travelling Time, of this award.

14.10 An employee on distant work may return to their home at a weekend after three months' continuous service and thereafter at three monthly intervals. The employee shall be paid the fares reasonably incurred in so travelling to their home and to the place of work. If the work upon which the employee is engaged will be completed within twenty-eight days after the expiration of any such period of three months, then the provisions of this subclause shall not apply.

14.11 If any employer and employee engaged on distant work agree in writing and subject to the procedure outlined in subclause 2.1 of Clause 2, Hours-Day Workers, of this award, the employee may take a paid rostered day off as prescribed in that subclause, at a mutually agreed time. The agreement shall only provide for a paid day or days off work up to a maximum accrual of five days.

## 15. Chokages

15.1 If an employee is employed upon any chokage and is required to;

- (i) open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material
- (ii) or a scupper containing sewerage
- (iii) or required to work in a septic tank in operation

the employee shall be paid the allowance rate specified in Item 61 of Part B, Table 3 per day or part of a day thereof.

#### 15.2 Fouled Equipment

An employee who is required to work on any pipe line or equipment containing body fluids or body waste and encounters same, shall be paid the allowance rate specified in Item 62 of Part B, Table 3. This allowance shall not apply in circumstances where subclause 15.1 of this clause would normally be paid.

### 16. Special Conditions

- 16.1 Employees engaged in installing brine or ammonia pipes or repairs to same who have their clothing or boots destroyed or damaged shall be reimbursed the amount of damage sustained.
- 16.2 All rope and gear shall be of sound material, used or stored in such a way that it does not come in contact with sharp edges, acids or acid fumes. At all times the *Occupational Health & Safety Act 2000* and *Occupational Health & Safety Regulation 2001*, shall be complied with.
- 16.3 Employees working in battery rooms or like places where acids or caustic soda are stored or used shall be provided with gloves, overalls and rubber boots. These are to be periodically disinfected in accordance with the requirements of the NSW Department of Health for disinfecting clothing while in use and before being issued to another person.
- 16.4 The employer shall provide a suitable gas mask at the place of work when the employee is required to work on a live gas service.

### 17. Hygiene and Safety First- Aid Kit

- 17.1 The employer shall provide at the place of work and continuously maintain an efficient first-aid kit and appliances in line with the provisions of section 6 and Schedule 1 of the *Occupational Health and Safety Act 2000* and *Occupational Health and Safety Regulation 2001*.
- 17.2 In the event of any serious accident happening to any employee whilst at work or going to or from the camp, the employer shall, at their expense, provide transport facilities to the nearest hospital or doctor.
- 17.3 At a place of work where 50 or more persons are employed the employer shall provide a stretcher and, where practicable, include amongst the employees a qualified first-aid person. Where an employee is a qualified first-aid person and is employed to carry out the duties of a qualified first-aid person, they shall be paid an additional daily rate as set out in Item 63 of Table 3.

### 18. Conveniences

- 18.1 The employer shall provide at the place of work sanitary conveniences in accordance with the requirements of the local health authority providing that such conveniences will at least measure up to the following minimum standard:

They shall be at least 1.066 metres wide and 1.371 metres long and 2.34 metres high internal measurement and shall have a hinge door capable of being fastened both inside and on the outside.

The walls and roof and door shall be of weatherproof material and shall be so constructed as to ensure privacy.

Each convenience shall be provided with a suitable receptacle for, and an adequate supply of, deodorising or fly-repellent material, blue oil or kerosene or phenol. It shall also be provided with a means for disposing of sanitary items.

A fly-proof cover and seat shall be provided should sewerage not be accessible or connected to the toilet or convenience: The ratio of such accommodation shall be one convenience to eight employees or part of eight employees.

- 18.2 The employer shall provide at the place of work a suitable and secure weatherproof lock-up solely for the purpose of storing employees' tools. Where tools are stolen because no lock-up has been provided, the employee shall be compensated to the extent of their loss.
- 18.3 Where a total of fifteen tradespeople are working on site, whether employed under this award or otherwise, and the job has been or will be of two months' duration or longer, the employer shall provide for employees at the work site weatherproof accommodation for changing clothes. This accommodation shall be not less than .84 square metres to each employee.
- 18.4 At permanent places of work, the employer shall provide weather and dust proof accommodation for dressing, and lockers securely fixed with suitable locks, solely for the use of their employees.
- 18.5 At meal times and rest periods, boiling water shall be provided by the employer at a location that is reasonably accessible to employees.
- 18.6 The employer shall provide for employees an adequate supply of cool and wholesome drinking water.

### **19. Piecework**

- 19.1 Piecework is prohibited.
- 19.2 No employee shall execute any work for profit or reward except at the rates and under the conditions prescribed by this award.

### **20. Damage to Clothing Or Tools**

An employee whose clothing or tools are spoiled by acids or sulphur or other deleterious substance due to the circumstances of their employment shall be recompensed by their employer to the extent of their loss.

### **21. Sharpening Tools**

- 21.1 The employer shall provide at the place of work a suitable sand grindstone or a carborundum stone for the use of carpenters and/or bridge and wharf carpenters.
- 21.2 Where such a grindstone or carborundum stone is not driven by mechanical power, the employer shall provide assistance in turning the grindstone or carborundum stone.
- 21.3 Saw sharpening and tool grinding may be done by the employee during the progress of work.
- 21.4 Where the provisions of subclauses 21.1 and 21.2 of this clause are not observed by the employer, the employer shall pay for or provide for grinding of the tools.
- 21.5 Bridge and Wharf Carpenters and/or Shipwright Boat Builder shall be supplied with saw files.

### **22. Special Tools and Clothing**

- 22.1 The employer shall provide the following tools and protective clothing when they are required for the work to be performed by the employees:
- 22.1.1 Bricklayers: Scutch combs, hammers (excepting mash and brick hammers), rubber mallets and T squares.
- 22.1.2 Carpenters: Dogs and cramps of all descriptions, bars of all descriptions over 61 cm. long, augers, of all sizes, star bits and bits not ordinarily used in a brace, hammers (except claw hammers and tack hammers), glue pots and glue brushes, dowel plates, trammels, hand thumb screws, and soldering irons.
- 22.1.3 Plasterers shall be provided with overalls when required to brush on to walls and ceilings bondcrete, plaster weld or similar substances.

The approved grass brush to perform the work prescribed in this subclause shall be provided by the employer.

- 22.1.4 Plumber: Metal pots, mandrills, long dummies, stock and dies for iron, copper and brass pipes, cutters, tongs, vices, taps and drills, ratchets, files, cramps caulking tools, hacksaw and blades, welding and brazing outfits, goggles where necessary and liquid petroleum gas equipment where necessary, and all shop tools, the usual kit bag of tools only to be supplied by the employee.
- 22.1.5 Shipwright-Boat builder: Beetles, horse irons, cramps, pitch ladles, mops, drift bolts, spanners, stripping bars and punches, all augers 32 mm and over, dowelling bits, plumbs and levels and boring tools for power machines.
- 22.1.6 Sign writers to be supplied with all brushes.
- 22.1.7 All power tools shall be provided where, in the opinion of the employers, they are necessary.
- 22.2 Where necessary, the employer shall provide overalls, boots, goggles, gloves and masks for the use of employees engaged on the classes of work covered by subclause 4.20, of Clause 4, Allowances, of this award.
- 22.3 If, in the course of their employment, an employee is required to use any alkaline or acid based products he shall be provided with protective clothing.
- 22.4 The employer shall supply to employees, rubber gloves when working on any sewerage or drainage work and protective clothing and goggles when engaged on welding work.
- 22.5 Painters. When working in cooling or freezing chambers where the temperature is below 4 degrees Celsius, painters shall be supplied with suitable boots and a clean blanket suit properly disinfected in accordance with the requirements of the NSW Department of Health.
- 22.6 Bricklayers. A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork and/or engaged to work on the construction or alteration or repairs to boilers, flues, furnaces, retorts or kilns, shall be supplied with gloves, boots and overalls as set out hereunder:
- 22.6.1 Gloves shall be supplied and shall be replaced as required, subject to employees handing in the used gloves.
- 22.6.2 Boots shall be supplied upon request of the bricklayer after six weeks' employment, the cost of such boots to be assessed at a rate set out in Item 64 of Table 2 of Part B. Employees are to accrue credit at the weekly rate set out in Item 65 of Table 2 of Part B of this award.
- A bricklayer leaving or being dismissed before 20 weeks' employment shall pay the difference between the credit accrued and the Item 64 rate.
- The right to accrue credit shall commence from the date of request for the boots.
- In the event of boots being supplied and the bricklayer not wearing them while at work, the employer shall be entitled to deduct the cost of the boots if the failure to wear them continues after one warning by the employer.
- Upon issue of the boots the bricklayer may be required to sign the authority form in or to effect of the Annexure to this clause. Boots shall be replaced each six months dating from the first issue.
- 22.6.3 Overalls will be supplied upon request of the bricklayer and on the condition that they are worn while performing the work.

## ANNEXURE

### Authority Form

\_\_\_\_\_, acknowledge receipt of one (1) pair of boots provided in accordance with the provisions of subclause 22.6.2 of clause 22, Special Tools and Clothing of this award.

Should the full cost of the boots (\$ \_\_\_\_\_) not be met by accumulation of credit (at the rate of \$ \_\_\_\_\_ per week)

from \_\_\_\_\_ I authorize deduction from any moneys due to me by my employer  
\_\_\_\_\_ of an amount necessary to meet the difference between the credit accrued and \$.

Signed:

Date:

### 23. Insurance of Tools

- 23.1 The employer shall insure and keep insured against loss or damage by fire whilst on the employer's premises such tools of the employee as are used by the employee in the course of their employment.
- 23.2 An employee shall be entitled to be reimbursed by their employer for loss of tools up to a value as set out in Item 65 of Table 2, when such tools are lost by theft from a breaking and entering outside ordinary working hours, where the tools are stored at the employer's direction on the job.
- 23.3 The employee shall, if requested so to do, furnish the employer with a list of their tools so used.

### 24. Exhibition of Award

An up to date copy of this award shall be posted and kept posted by the employer in a prominent place on the employer's premises that is accessible to all employees.

### 25. Anti-Discrimination

- 25.1 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.
- 25.2 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.
- 25.3 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.
- 25.4 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.
- 25.5 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.
- 25.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 25.7 Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

## 26. Carer's Leave

- 26.1 The definition of "family" and "relative" for the purpose of this clause is the person who needs the officer's care and support and is referred to as the "person concerned" and is:
- (a) a spouse of the officer; or
  - (b) a de facto spouse, who in relation to a person, is a person of the opposite sex to 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) parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the officer or spouse or de facto spouse of the officer; or
  - (d) a same sex partner who lives with the officer as the de facto partner of that officer on a bona fide domestic basis; or
  - (e) a relative of the officer who is a member of the same household, where for the purposes of this paragraph:
    - (i) 'relative' means a person related by blood, marriage or affinity;
    - (ii) 'affinity' means a relationship that one spouse because of marriage has to blood relatives of the other; and
    - (iii) 'household' means a family group living in the same domestic dwelling.
- 26.2 Use of sick leave to care for a sick dependant - entitlement
- (a) The entitlement to use sick leave in accordance with this clause is subject to:
    - (i) the employee being responsible for the care and support of the person concerned, and
    - (ii) the person concerned being as defined as above.
  - (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
  - (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.

- (d) In special circumstances, the Chief Executive Officer may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in subclause 26.2 (c).
- (e) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
- (f) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
- (g) Wherever practicable, the employee shall give the Chief Executive Officer prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the Chief Executive Officer beforehand, notification should be given by telephone at the first opportunity on the day of absence.
- (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

### 26.3 Time Off in Lieu of Payment for Overtime

- 26.3.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- 26.3.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- 26.3.3 If, having elected to take time as leave in accordance with paragraph 3.1 of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- 26.3.4 Where no election is made in accordance with the said paragraph 3.1, the employee shall be paid overtime rates in accordance with the award.

### 26.4 Make-up Time

- 26.4.1 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.

## 27. Union Delegates

An employee appointed shop steward in the shop or department in which they are employed shall, upon notification, be recognised by the employer as an accredited representative of the Union. The union delegate shall be allowed the necessary time during working hours to interview the employer or their representative on matters affecting the employees who are represented by the delegate.

## 28. Dispute Resolution

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this award shall be in accordance with the following:

### 28.1 Procedure relating to a grievance of an individual employee:

- 28.1.1 The employee shall notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.



- 28.1.2 The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 28.1.3 Reasonable time limits must be allowed for discussion at each level of authority.
- 28.1.4 At the conclusion of the discussion, the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- 28.1.5 While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this subclause.
- 28.1.6 The employer may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purpose of each procedure.
- 28.2 Procedure for a dispute between an employer and the employees:
- 28.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 28.2.2 Reasonable time limits must be allowed for discussion at each level of authority.
- 28.3 While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by continuation of work in accordance with this subclause.
- 28.4 The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.

### **29. Transport of Employee's Tools**

When an employee on construction or maintenance work is required to transfer from one job to another, an employer shall provide transport for the employee's tools to the nearest public conveyance. On termination of employment, the employer shall provide transport for the employee's tools to the nearest public conveyance except where the employee gives notice or is dismissed for misconduct.

### **30. Picnic Day**

- 30.1 The first Monday in December of each year shall be the Union Picnic Day.
- 30.2 All employees shall, as far as practicable, be given and shall take this day as a picnic day at their ordinary rate of pay including accrual for a rostered day off. Any employee required to work on such day shall be paid at the rate of double time and one-half for all time worked on such day, with a minimum payment for four hours work. An employee who is required to work on picnic day and who fails to comply with such requirement shall not be entitled to payment for the day.
- 30.3 An employer may require from an employee evidence of attendance at the picnic. The production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance. Where the employer requests production of the ticket butt, payment need not be made unless the evidence is produced.
- 30.4 Where an employer holds a regular picnic for their employees on some other working day during the year, then such day may be given and may be taken as a picnic day in lieu of the picnic day here fixed.
- 30.5 This clause shall apply to employees working within the Counties of Cumberland, Northumberland and Camden and in such other areas where a picnic is actually held and in respect of which one month's notice is given in writing by the Union to the employer.

30.6 In Departments to which the *Public Sector Employment and Management Act 2002* applies, employees may take a day designated by their Department Head as a public service holiday during the period between Boxing Day and New Year's Day in lieu of the Picnic Day prescribed in this clause.

### 31. General Leave Conditions and Accident Pay

31.1 General leave conditions and accident pay of employees engaged by Government bodies under the provisions of the *Public Sector Employment and Management Act 2002* shall be bound by the Public Sector Employment and Management (General) Regulation 1996. For employees employed under the provisions of the *Technical and Further Education Commission Act 1990*, general leave conditions and accident pay will be regulated by Department of Education and Training/TAFE policies on these issues.

31.2 General leave conditions and accident pay of employees engaged under Ministerial authority in Government and quasi-government bodies shall be regulated by the Government Uniform Leave Conditions.

31.3 In addition to the leave entitlements provided in 31.1 and 31.2, the following provisions shall also apply.

(a) Right to request

(i) An employee entitled to parental leave may request the employer to allow the employee:

(A) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;

(B) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

(C) 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.

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

(iii) Employee's request and the employer's decision to be in writing.

The employee's request and the employer's decision made under paragraph 31.3 (a)(i) and 31.3 (a)(ii) above, must be recorded in writing.

(iv) Request to return to work part-time

Where an employee wishes to make a request under 31.3 (a)(i)(C) above, 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.

(b) Communication during parental leave

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

(A) 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

- (B) 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.
- (ii) The employee shall 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.
- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph 31.3 (b)(i).

### **32. Deduction of Union Membership Fees**

- 32.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 32.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 32.3 Subject to 32.1 and 32.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 32.4 Monies so deducted from employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 32.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 32.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

### **33. Occupational Health and Safety for Employees of Labour Hire Employers**

- (i) For the purposes of this subclause, the following definitions shall 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 shall 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 subclause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* 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 sub clause, the matter shall 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.

#### **34. Area, Incidence and Duration**

- 34.1 This award shall apply to all employees of the classes specified in clause 3, Rates of Pay, of this Award in the employment of the New South Wales Ambulance Board, Roads and Traffic Authority of NSW and Government organisations to which the Public Sector Employment and Management Act 2002 applies, other than those referred to hereunder. It shall not apply to employees covered by the Sydney Harbour Bridge Employees Award, nor to those employed by the Roads and Traffic Authority, Department of Public Works and Services in Broken Hill, or those employed by the Zoological Parks Board of New South Wales.
- 34.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Skilled Trades) Award published 13 August 2004 (345 I.G. 779) and all variations thereof.
- 34.3 The changes made to the award in relation to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (345 I.G. 359) take effect from 31 July. 2007.
- 34.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

**PART B****RATES AND ALLOWANCES****Table 1 - Rates of Pay**

Classification Clause 3. All Up Rate - Includes Industry Allowance, Special loading, Trade Allowance	Amount per week as at	
	1.7.06 \$	1.7.07 + 4% \$
Bespoke Bootmaker	677.90	705.00
Blacksmith	741.40	771.10
Body Maker, First Class	733.80	763.20
Boilermaker and/or Structural Steel Tradesperson	733.80	763.20
Boot or Shoe Repairer	665.30	691.90
Bricklayer	733.80	763.20
Bridge and Wharf Carpenter	733.80	763.20
Cabinet Maker	761.70	792.20
Carpenter and/or Joiner	733.80	763.20
Coach and/or Spray Painter	733.80	763.20
Drainer	741.40	771.10
Electrical Fitter	782.70	814.00
Electrical Instrument Fitter	819.60	852.40
Electrical Mechanic	782.70	814.00
Electrician in Charge of Plant having a capacity of 75 Kilowatts or more	834.60	868.00
Electrician in Charge of Plant having a capacity of less than 75 Kilowatts	797.10	829.00
Electronics Tradesperson	899.20	935.20
Farrier	741.40	771.10
Fitter	733.80	763.20
Forger and/or Faggoter	733.80	763.20
French Polisher	761.70	792.20
Machinist, A Grade (Woodworking)	733.80	763.20
Machinist, First Class (Metal Trades)	747.20	777.10
Marker-off	741.40	771.10
Mechanical Tradesperson - Special Class (as defined)	775.00	806.00
Motor Mechanic	733.80	763.20
Painter	733.80	763.20
Panel Beater	733.80	763.20
Patternmaker	756.10	786.30
Plant Electrician	826.20	859.20
Plant Mechanic	733.80	763.20
Plasterer	733.80	763.20
Plumber and/or Gasfitter	741.40	771.10
Radio Mechanic or Fitter	782.70	814.00
Refrigeration and/or Air Conditioning	782.70	814.00
Saw Doctor	782.70	814.00
Sawyer, No. 1 Benchperson	747.20	777.10
Scalemaker and/or Adjuster	733.80	763.20
Scientific Instrument Maker	756.10	786.30
Sewing Machine Mechanic	733.80	763.20
Sheetmetal Worker, First Class	733.80	763.20
Shipwright and/or Boatbuilder	733.80	763.20
Signwriter	756.10	786.30
Slater and Tiler	733.80	763.20

Classification Clause 3. All Up Rate - Includes Industry Allowance, Special loading, Trade Allowance	Amount per week as at	
	1.7.06 \$	1.7.07 + 4% \$
Stonemason	733.80	763.20
Stonemason-Carver	782.70	814.00
Tilelayer	733.80	763.20
Toolmaker	756.10	786.30
Toolsmith	741.40	771.10
Trimmer (Motor)	733.80	763.20
Turner	733.80	763.20
Watchmaker	720.70	749.50
Welder, Special Class	741.40	771.10
Welder, First Class	733.80	763.20

Application to employees performing work for the New South Wales TAFE Commission

Clause 7 - Rates of Pay Classification	Per week as at 1.7.06 \$	Per week as at 1.7.07 + 4% \$
Carpenter/Joiner	791.20	822.80
Electrical Fitter	843.90	877.70
Electrical Mechanic	843.90	877.70
Fitter	791.20	822.80
Machinist, A Grade (Woodworking)	791.20	822.80
Mechanical Tradesperson - Special Class	835.30	868.70
Motor Mechanic	791.20	822.80
Painter	791.20	822.80
Plumber	798.90	830.90
Saw Doctor	843.90	877.70
Turner	791.20	822.80

### WAGES FOR APPRENTICES

Wages for Apprentices - Apprentices shall receive as minimum weekly rates of pay, the following:

(i)

Four Year Term	Per week as at 1.7.06 \$	Per week as at 1.7.07 + 4% \$
1st year	317.20	329.90
2nd year	417.50	434.20
3rd year	534.80	556.20
4th year	616.80	641.50

## Wages for apprentices employed by Department of Education and Training

Four Year Term	Per week as at 1.7.06 \$	Per week as at 1.7.07 + 4% \$
1st year	342.20	355.90
2nd year	450.10	468.10
3rd year	576.60	599.70
4th year	665.30	691.90

- (ii) An apprentice who has passed the prescribed annual technical college examinations for the preceding year shall be paid an additional weekly allowance of \$1.00. Payment of this allowance is subject to a satisfactory report as to conduct, punctuality and workshop progress by his/her supervisor. Such additional allowance shall be payable from the beginning of the first pay period commencing in January following the examinations.
- (iii) An apprentice who, in any year fails to complete a subject or subjects but completes them concurrently with passing the succeeding year's examinations, shall be deemed to qualify for payment of the allowance specified in this subclause for the succeeding year as if he had not initially failed to complete the subject or subjects
- (iv) All wages shall be paid on a weekly basis: It shall be an implied term of any contract of apprenticeship that the employing Authority may deduct from the weekly wage of an apprentice an amount proportionate to the time lost by an apprentice for any reason not considered satisfactory to the employing Authority.
- (v) Apprentice patternmakers shall be paid the sum of \$1 per week in addition to the wage rates prescribed for apprentices in subclause (i).

**PART B****Table 2 - Tool Allowances**

An employee under this award of a classification as listed underneath shall receive the prescribed tool allowance. The tool allowance is applicable to both skilled tradespeople and apprentices and is to form part of the ordinary pay for all purposes.

Item No.	Clause No.	Brief Description	Amount Per week (as of 11/9/06) \$
1	5	Tool Allowances	
		Blacksmith	24.20
		Bodymaker, First Class	24.20
		Boilermaker and/or Structural Steel Tradesperson	24.20
		Bricklayer	17.10
		Bridge and Wharf Carpenter and/or Civil Engineering Construction Carpenter	24.20
		Cabinet Maker	9.70
		Carpenter	24.20
		Drainer	24.20
		Farrier	24.20
		Fitter	24.20
		Forger and/or Faggoter	24.20
		Machinist, First Class (Metal Trades)	24.20
		Machinist (Metal Trades) Special Class	24.20
		Marker Off	24.20
		Motor Mechanic	24.20

	Painter	5.80
	Panel Beater	24.20
	Patternmaker	24.20
	Plant Mechanic	24.20
	Plasterer	20.00
	Plumber	24.20
	Plumber and Gasfitter	24.20
	Plumber, Gasfitter and Drainer	24.20
	Sewing Machine Mechanic	24.20
	Sheetmetal Worker, First Class	24.20
	Shipwright/Boatbuilder	24.20
	Signwriter	5.80
	Slater and Tiler	12.60
	Stonemason	24.20
	Stonemason-Carver	24.20
	Tilelayer	17.10
	Toolmaker	24.20
	Toolsmith	24.20
	Trimmer (Motor)	24.20
	Turner	24.20
	Vehicle Builder	24.20
	Watchmaker	8.00
	Welder, Special Class	24.20
	Welder, First Class	24.20

Tool Allowances - Electrical			
Clause No.	Brief Description	As at 1.7.06 \$	As at 1.7.07 \$
5	Electrical Fitter	14.40	15.00
	Electrical Fitter/Mechanic	14.40	15.00
	Electrical Instrument Fitter	14.40	15.00
	Electrical Mechanic	14.40	15.00
	Electrician in charge of plant having a capacity of less than 75 kilowatts	14.40	15.00
	Electronic Tradesperson	14.40	15.00
	Electrical Instrument Fitter	14.40	15.00
	Plant Electrician	14.40	15.00
	Radio Mechanic and Fitter	14.40	15.00
	Refrigeration and/or Air Conditioning Mechanic	14.40	15.00

**PART B****Table 3 - Allowances**

Item No.	Clause No.	Brief Description	As at 1.7.06 \$	As at 1.7.07 + 4% \$
2	4.2	Carpenter Diver (p.w)	214.10	222.70
3	4.4	Electrician who is holder of a NSW electrician's licence: A Grade Licence (p.w.)	35.60	37.00
		B Grade Licence (p.w.)	19.10	19.90
4	4.5	Lead Burner (p.h.)	0.75	0.78
5	4.6	Plumber and Drainer when required to act on: plumbers licence (p.h.)	0.92	0.96
		gasfitters licence (p.h.)	0.92	0.96
		drainers licence (p.h.)	0.78	0.81
		plumbers and gasfitters licence (p.h.)	1.24	1.29



Item No.	Clause No.	Brief Description	As at 1.7.06 \$	As at 1.7.07 + 4% \$
		plumbers and drainers licence (p.h.)	1.24	1.29
		gasfitters and drainers licence (p.h.)	1.24	1.29
		plumbers, gasfitters and drainers licence (p.h.)	1.71	1.78
6	4.7	Holder of Electric Welding (DIRE Certificate) (p.h.)	0.53	0.55
7	4.8	Boot or Shoe Repairer required to repair anatomical, surgical or orthopaedic boots or shoes (p.w.)	19.20	20.00
8	4.9	Shipwright-Boatbuilder, for: Liner Off, Loftsperson and Model Maker (p.h.)	0.99	1.03
9	4.10	Computing quantities (p.d.)	4.20	4.36
10	4.11	Joiner, Public Works and Education Departments: when working at regular place of employment (p.w.) when working away from regular place of employment (p.d.)	33.20 6.64	34.50 6.90
11	4.12	Registration allowance (p.h.)	0.72	0.75
12	4.13	Building tradesperson - Marking off/Setting out (p.w.)	0.90	0.90
13	4.14	Cold places: below 0 degree Celsius (p.h.) below minus 7 degrees Celsius (p.h.)	0.57 0.67	0.59 0.70
14	4.15	Confined spaces (p.h.)	0.73	0.76
15	4.16	Dirty work (p.h.)	0.57	0.59
		For Bridge and wharf carpenter who: uses material or liquid that is injurious to clothes or damages his/her tools (p.h.)	0.57	0.59
		Is engaged in work where dirt or dust or other foreign matter or refuse has accumulated to become damaging to the clothes or tools or objectionable or injurious to the person. (p.h.)	0.57	0.59
		Shipwright Boatbuilder engaged in work as set out in subclause 5.16.2 (v) (p.h.)	0.57	0.59
16	4.17	Height money:		
		7.5 metres from ground, deck, floor or water (p.h.) for every additional 3 metres (p.h.)	0.57 0.13	0.59 0.13
17	4.18	Hot places: between 46 degrees celsius and 54 degrees celsius (p.h.) exceeds 54 degrees celsius (p.h.)	0.57 0.73	0.59 0.76
18	4.19	Handling insulation material (p.h.)	0.73	0.76
19	4.20	Smoke boxes: repairs to smoke-boxes furnace or flues of boilers (p.h.) repairs to and while inside oil fired boilers (p.h.)	0.37 1.42	0.38 1.48
20	4.21	Wet places: where water other than rain is falling and required to work in wet clothing or boots (p.h.) when required to work in the rain (p.h.) called upon to work on a raft, open board, punt or pontoon having a freeboard of 305m.m or less (p.d.) called upon to work knee-deep in mud or water (p.d.)	0.57 0.57 2.20 4.52	0.59 0.59 2.28 4.70
21	4.22	Construction or repairs to acid furnaces, stills, towers and all other acid resisting brickwork (p.h.)	2.93	3.05
		Construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work (p.h.)	2.93	3.05

22	4.23	Towers allowances: construction exceeding 15 metres in height, and (p.h.) for each additional 15 metres (p.h.)	0.57 0.57	0.59 0.59
23	4.24	Depth exceeding 3 metres (p.h.)	0.57	0.59
24	4.25	Swing scaffolds: for the first four hours or any portion thereof, and (p.h.) for each hour thereafter (p.h.)	4.22 0.86	4.39 0.89
		Solid plasterers when working off a swing scaffold (p.h.)	0.13	0.13
25	4.26	Spray application (p.h.)	0.56	0.58
26	4.27	Soil pipes (p.h.)	0.73	0.76
27	4.28	Working on second-hand timber (p.d.)	2.26	2.36
28	4.29	Roof work: work in excess of 12 metres from the nearest floor level (p.h.) minimum payment (p.h.)	0.73 0.73	0.76 0.76
29	4.30	Electric welding (p.h.)	0.20	0.21
30	4.31	Explosive powered tools: employee required to use explosive powered tools (p.d.)	1.38	1.44
		bridge and wharf carpenter when required to use these tools (p.d.)	1.38	1.44
31	4.32	Scaffolding rigging (p.h.)	0.57	0.59
32	4.33	Corrective establishments (p.h.)	1.44	1.50
		Mental institutions (p.h.)	1.10	1.14
		Geriatric hospitals: Allandale, Garrawarra and Strickland Hospitals (p.h.)	0.41	0.43
		Geriatric hospitals:- Lidcombe Hospital (p.h.)	0.37	0.38
		Work in hot/cold water tanks for the purpose of the control of Legionella Pneumophilia (p.h.)	2.67	2.78
33	4.34	Distant places: in districts as set out in subclause 5.3 (p.d.) in western division of the state (p.d.) within the area as set out in subclause 5.36.3 (p.d.)	1.10 1.80 1.80	1.14 1.88 1.88
34		Bridge and road construction within the area as set out in subclause 4.34.4 (p.d.)	1.04	1.08
35	4.35	Morgues (p.h.)	0.67	0.70
36	4.36	Application of epoxy based materials or materials of a like nature (p.h.) Application of such material in buildings which are normally air conditioned (p.h.)	0.73 0.50	0.76 0.52
		Working in close proximity to employees so engaged (p.h.)	0.57	0.59
37	4.37	Bricklayers laying other than standard bricks where block weighs: over 5.5 kg and under 9 kg (p.h.) 9 kg or over and up to 18 kg (p.h.) over 18 kg (p.h.)	0.57 1.01 1.60	0.59 1.05 1.66
38	4.38	Bagging bricks or concrete structures (p.h.)	0.53	0.55
39	4.39	Cleaning down brickwork using acids or other corrosive substances (p.h.)	0.53	0.55
40	4.40	Materials containing asbestos (p.h.)	0.73	0.76
42	4.41	Operation of pneumatic tools of 2.75 kg or over (p.d.)	3.12	3.24
43	4.42	Operation of brick cutting machine (p.h.)	0.73	0.76
44	4.43	Asbestos eradication (p.h.)	1.92	2.00
45	4.44	Employee required to work in an Animal House (p.h.)	0.36	0.37
46	4.46	Employee of Roads and Traffic Authority, Illawarra region working in areas where coal wash is being unloaded, handled or spread (p.h.)	0.57	0.59

47	6.1	Employee appointed to be in charge of up to and including five employees (p.w)	36.40	37.90
48	6.2	Employee appointed to be in charge of more than five and up to and including ten employees (p.w.)	46.70	48.60
49	6.3	Employee appointed to be in charge of more than ten employees (p.w.)	61.20	63.60

Item No.	Clause No.	Brief Description	Amount \$ (11/9/06)
50	8.1	Excess fares and travelling time to and from place of work	18.40 p.d.
51	8.1.1	If employer provides or offers to provide transport free of charge	7.40 p.d.
52	8.2	Excess fares and travelling to and from work: - first year apprentices (or probationers) - to all other apprentices	15.40 p.d. 17.90 p.d.
53	8.2.1	If employer provides or offers to provide transport free of charge - to first year apprentices - to all other apprentices	6.20 p.d. 7.30 p.d.
54	9.3.3	Meal allowance: - after working in excess of four hours - for each subsequent meal	10.90 9.10
55	9.8	Tea Money: - required to work overtime for one and a half hours or more without being notified on the previous day or earlier, for a meal - after each four hours on continuous overtime, for each meal	10.90 9.10
56	14.4	Expenses of reaching home and of transporting tools from distant work	18.40
57	14.5.1	Allowance for board and lodging: - while on distant work - for broken parts of week	381.10 p.w. 54.50 p.d.
58	14.6	Camping allowance	21.90 p.d.
59		Deduction for rental of caravan	27.93
		Allowance payable after deduction	238.60
60	14.7	Returning home for the weekend from distant work	31.10
61	15.1	Chokages pipe or pump	6.96
62	15.2	Fouled equipment (p.d.)	6.96
63	4.34.1	First Aid qualifications (p.d.)	2.62
64	22.6.2	Supply of boots	30.90
		Accrual of credit	1.54 p.w.
65	23.2	Reimbursement for loss of tools	1,402.00

R. W. HARRISON *D.P.*

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**CROWN EMPLOYEES (GENERAL STAFF - SALARIES) AWARD 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 585 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

**REVIEWED AWARD****1. Arrangement**

## PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Salaries
4.	Hours of Work
5.	Transition Arrangements
6.	Grievance and Dispute Settling Procedure
7.	Anti-Discrimination
8.	Salary Sacrifice to Superannuation
9.	Deduction of Union Membership Fees
10.	Area, Incidence and Duration

## PART B

## MONETARY RATES

Schedule A - Classifications and Rates of Pay

**2. Definitions**

In this award:

- (i) "2007 Award" means the Crown Employees (Public Sector - Salaries 2007) Award published 30 March 2007 (362 I.G. 404).
- (ii) "Employee" means and includes any person appointed to or performing the duties of any of the positions covered by this award.
- (iii) "Union" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (iv) "DPE" means the Director of Public Employment, as established under the *Public Sector Employment and Management Act 2002*.
- (v) "TAFE" means the Technical and Further Education Commission of New South Wales.

### 3. Salaries

- (i) The salaries under this award are payable to employees appointed to or performing the duties of any of the positions covered by this award as listed in Schedule A - Classifications and Rates of Pay, of Part B, Monetary Rates.
- (ii) The salaries payable are prescribed in the said Part B.

### 4. Hours of Work

Employees covered by this award will continue to maintain the existing arrangements regarding hours of work allocated to their classification as determined in their organisation as at the making of this award.

### 5. Transition Arrangements

In relation to the classification of Photographer Grade 3 as set out in Schedule A - Classifications and Rates of Pay, of Part B, Monetary Rates, the following transitional arrangements shall apply in relation to existing staff employed within the Arts portfolio as at the making of this award:

Staff currently employed at the maximum rate as a Photographer Grade 2 within the Arts portfolio shall be progressed to the first year rate of Photographer Grade 3 based on their organisation's assessment as to whether all the following criteria apply:

- (i) the employee being at the Photographer Grade 2 level for at least 12 months;
- (ii) work being available (encompassing the criteria for appointment that attaches to the Grade 3 level as set out in Schedule A), and the existence of a Photographer Grade 3 position within the organisation;
- (iii) successful completion of a relevant certificate or degree and/or significant equivalent experience;
- (iv) the employee having used both traditional and digital equipment in their work; and
- (v) the conduct and services of the employee being of a satisfactory standard.

These transitional arrangements will apply in relation to existing staff moving from Grade 2 to Grade 3 Photographer. All future appointments as a Photographer Grade 3 will be based on normal merit selection requirements and the availability of a position at the Grade 3 level.

### 6. Grievance and Dispute Settling Procedure

- (i) All grievances and dispute resolution relating to the provisions of this award shall 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 department/institute, if required.
- (ii) 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.
- (iii) 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 officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (iv) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.

- (v) 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 shall respond within two working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the department Head/Managing Director, TAFE.
- (vi) The Department Head/Managing Director, TAFE may refer the matter to the DPE for consideration.
- (vii) If the matter remains unresolved, the Department Head/Managing Director, TAFE shall 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 any action, in relation to the matter.
- (viii) An employee, at any stage, may request to be represented by their union.
- (ix) The employee or the union on their behalf, or the Department Head/Managing Director, TAFE may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- (x) The employee, union, department, and DPE and/or institute and TAFE shall agree to be bound by any order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- (xi) Whilst the procedures outlined in subclauses (i) to (ix) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties. In a case involving occupational health and safety, if practicable, normal work shall proceed in a manner that avoids any risk to the health and safety of any employee or member of the public.

#### **7. 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 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 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

- (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (ii) 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. Salary Sacrifice to Superannuation

An employee may elect, subject to the agreement of the Department or agency, to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 5 of the Crown Employees (Public Sector - Salaries 2007) Award or any variation or replacement Award.

### 9. Deduction of Union Membership Fees

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

### 10. Area, Incidence and Duration

- (i) This award shall apply to employees employed in the classifications set out in Schedule A - Classifications and Rates of Pay, of Part B, Monetary Rates. The salary rates in the said Schedule A are set in accordance with the 2007 Award and any variation or replacement award.
- (ii) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (General Staff Salaries) Award 2003 published 19 March 2004 (343 I.G. 736) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 31 July 2007.

The award remains in force until varied or rescinded, the period for which it was made having already expired.

**PART B****MONETARY RATES**

## Schedule A - Classifications and Rates of Pay - General Staff

Effective from the beginning of the first pay period to commence on or after 1 July 2007

Classification & Grades	Common Salary Point	1.7.07 Per annum \$
Artist's Model, TAFE (draped)	33	41,189
(undraped)	39	43,543
Assistant, Enrolled Nurses Training Program, TAFE (part-time)		
1st year	23	37,762
2nd year	25	38,448
3rd year	28	39,400
Assistant Food & Beverage Controller, Ryde TAFE		
1st year	42	44,745
2nd year	48	47,196
Assistant Operations Controller, Port Macquarie, Campbelltown, TAFE		
1st year	39	43,543
2nd year	42	44,745
Assistant Operations Manager, TAFE (Hamilton, Ryde, Werrington)		
1st year	59	52,324
2nd year	61	53,344
3rd year	64	55,010
4th year	67	56,701
(East Sydney)		
1st year	56	50,829
2nd year	60	52,810
Catering Services Manager, Kurri Kurri, Ryde, TAFE		
1st year	70	58,341
2nd year	75	61,128
Catering Supervisor, Kurri Kurri, Ryde, TAFE		
1st year	52	49,012
2nd year	55	50,356
Class Preparation Assistant Tourism & Hospitality/Rural Studies; Floristry, Catering and Bakery, TAFE		
1st year	23	37,762
2nd year	25	38,448
3rd year	26	38,759
Class Preparation Assistant Hairdresser, TAFE		
1st year	17	35,266
2nd year	20	36,229
3rd year	22	36,915
Duty Manager, Ryde, TAFE	57	51,277
Fitter-Operator, TAFE	51	48,518
Food and Beverage Controller, TAFE	39	43,543



(Hamilton)	42	44,745
Food School Assistant, TAFE		
Years 1 - 3	18	35,613
Year 4 - 6	19	35,925
Year 7	20	36,229
Foreman, TAFE		
Electrical Grade 2	64	55,010
Electrical Grade 3	68	57,117
Electrical Grade 5	77	62,330
Other than Electrical		
Grade 1	57	51,277
Grade 2	61	53,344
Grade 3	65	55,472
Grade 4	73	60,041
Grade 5	77	62,330
Assistant Mechanical Foreman, TAFE	61	53,344
General Assistant/Caretaker, TAFE	25	38,448
Guest Services Agent, Ryde, TAFE		
1st year	34	41,575
2nd year	36	42,338
House Officer, TAFE, Sydney		
1st year	44	45,524
2nd year	47	46,807
3rd year	49	47,682
Newcastle		
1st year	41	44,396
2nd year	42	44,745
3rd year	43	45,188
House Supervisor (Goulburn, Kurri Kurri), TAFE		
1st year	39	43,543
2nd year	41	44,396
Kitchen Assistant (part-time), TAFE	18	35,613 (\$19.76 per hour)
Laboratory Craftsman, TAFE		
Grade 1, 1st year	40	43,903
Grade 1, 2nd year	41	44,396
Grade 1, 3rd year	43	45,188
Grade 1, 4th year	44	45,524
Grade 2, 1st year	45	45,967
Grade 2, 2nd year	46	46,320
Grade 2, 3rd year	47	46,807
Senior Laboratory Craftsman	55	50,356
Operations Controller Campbelltown/Port Macquarie/Orange, TAFE		
1st year	52	49,012
2nd year	55	50,356
Operations Manager - Food School/ Horticulture/Technical Support/ Purchasing and Stores Controller - East Sydney, Ryde, TAFE		
1st year	75	61,128
2nd year	78	63,056
3rd year	82	65,527
4th year	85	67,448

Hamilton/Wollongong		
1st year	72	59,428
2nd year	75	61,128
3rd year	78	63,056
4th year	82	65,527
Operations Manager (Brookvale, Dubbo, Loftus, Werrington) TAFE		
1st year	66	56,128
2nd year	77	62,330
Operations Supervisor - Food School, Kingscliff, Wollongong, TAFE		
1st year	52	49,012
2nd year	55	50,356
Senior Housekeeper, Ryde, TAFE		
1st year	57	51,277
2nd year	63	54,480
Scientific Instrument Maker, TAFE	51	48,518
Steel Production Assistant (formerly Cold Saw Operator) TAFE	25	38,448
Steel Production Supervisor (formerly Charge Hand, Cold Saw (Operator), TAFE	40	43,903
Stores Attendant, Hairdressing, TAFE		
1st year	22	36,915
2nd year	23	37,762
3rd year	25	38,448
Technical Assistant (Art, Ceramics, TV Studio) TAFE		
Years 1 - 3	32	40,857
Years 4 - 6	34	41,575
Year 7	35	41,912
Technical Assistant (Design)		
1st year	35	41,912
2nd year	37	42,743
3rd year	39	43,543
Technical Assistant (Electrical Engineering/ Applied Electricity), TAFE		
1st year	50	48,143
2nd year	52	49,012
3rd year	54	49,863
Technical Assistant (Mechanical Engineering/ Civil Engineering Building)		
1st year	46	46,320
2nd year	47	46,807
Technical Assistant (Vehicle Building)		
1st year	46	46,320
2nd year	47	46,807
Technical Assistant (Refrigeration and Air Conditioning), TAFE	32	40,857
Technical Assistant (Rural Studies), TAFE		
1st year	34	41,575
2nd year	36	42,338
3rd year	39	43,543
4th year	41	44,396
5th year	44	45,524
6th year	47	46,807
7th year	50	48,143

8th year	53	49,431
9th year	56	50,829
10th year	59	52,324
11th year	61	53,344
Community Liaison Officer/Aboriginal Community Liaison Officer, Department of Education and Training (DET)	57	51,277
Farm Foreman, DET		
Grade A		
1st year	39	43,543
2nd year	41	44,396
3rd year	43	45,188
Grade B		
1st year	45	45,967
2nd year	47	46,807
3rd year	51	48,518
House Officer, DET		
1st year	34	41,575
2nd year	36	42,338
3rd year	39	43,543
Maintenance Officer, DET		
1st year	24	38,134
2nd - 7th year	25	38,448
8th year	26	38,759
Photographic Assistant, DET		
1st year	22	36,915
2nd year	23	37,762
3rd year	25	38,448
4th year	26	38,759
Matrons and Sub-Matrons, DET		
Matron		
1st year	45	45,967
Thereafter	46	46,320
Sub-Matron		
1st year	39	43,543
Thereafter	40	43,903
Storeman/Attendant, Hurlstone/Yanco Agricultural High School, DET		
1st year	17	35,266
2nd year	18	35,613
3rd year and 4 <sup>th</sup> year	20	36,229
5th year	22	36,915
Technical Assistant (Art, Ceramics, TV Studio)		
Years 1 - 3	32	40,857
Years 4 - 6	34	41,575
Year 7	35	41,912
Assistant, Dept of Infrastructure Planning and Natural Resources (DIPNR)		
Junior - under 17 (50% of Grade 1, Yr 1)		
Aged 17 (60% of Grade 1, Yr 1)		
Aged 18 (70% of Grade 1, Yr 1)		
Aged 19 (80% of Grade 1, Yr 1)		
Aged 20 (90% of Grade 1, Yr)		
Grade 1		
1st year	18	35,613
2nd year	22	36,915
3rd year	25	38,448

4th year	29	39,807
5th year	32	40,857
Grade 2		
1st year	34	41,575
2nd year	36	42,338
3rd year	37	42,743
4th year	39	43,543
Grade 3		
1st year	46	46,320
2nd year	52	49,012
Field Services Staff, DIPNR		
Field Supervisor		
1st year	48	47,196
2nd year	51	48,518
3rd year	53	49,431
4th year	55	50,356
5th year	58	51,784
Field Service Manager, Years 1-3 only		
Other locations (not specified)		
1st year	66	56,128
2nd year	67	56,701
3rd year	69	57,772
Specific locations Years 1-4 (Bathurst, Cooma, Glennies Creek, Gosford, Goulburn, Henty, Inverell, Lithgow, Manilla (f.s.), Moss Vale, Nowra, Newcastle, Parkes, Cowra RC, Parramatta, Penrith, Scone, Singleton, Wellington, Braidwood (cons.), Murwillumbah, Coffs Harbour, Kempsey, Grafton, Queanbeyan, Gunnedah RC.		
4th year	75	61,128
Regional Field Services Manager	83	66,166
Drillers (Central West Region employees only), DIPNR (refer Dept for Roster Allowance formula)		
Driller's Assistant	22	36,915
Roster Allowance		4,282
Trainee Drilling Officer	25	38,448
Roster Allowance		4,460
Drilling Officer - Level 1	38	43,099
Roster Allowance		5,000
Drilling Officer - Level 2	40	43,903
Roster Allowance		5,093
Drilling Officer - Level 3	43	45,188
Roster Allowance		5,242
Drilling Officer - Level 4	48	47,196
Roster Allowance		5,475
Drilling Officer - Level 5	53	49,431
Roster Allowance		5,734
Senior Drilling Officer	57	51,277
Roster Allowance		5,948
Overseers, DIPNR		
Grade 1 (ex Dept of Water Resources only)	60	52,810
Grade II	61	53,344
Grade III	65	55,472
Grade IV	73	60,041
Grade V	77	62,330
Plant Managers, DIPNR		
Grade 1 (Workshop Supervisors, Goulburn, Inverell, Scone & Wagga Wagga)	65	55,472

Grade 2 (Workshop Manager, Wellington & Fleet Managers, Tamworth & Wagga Wagga)		
Year 1	69	57,772
Year 2	70	58,341
Assistant Education Officers,	43	45,188
Powerhouse Museum	47	46,807
House Officer, Powerhouse Museum	43	45,188
	44	45,524
Museum Officer, Powerhouse Museum	18	35,613
	19	35,925
	20	36,229
	21	36,575
	23	37,762
*Photographer - Grade 1 - Years 1-3 (various agencies)		
1st year	39	43,543
2nd year	41	44,396
3rd year	43	45,188
Grade 2		
1st year	49	47,682
2nd year	51	48,518
*Progression from Photographer Grade 1 to Photographer Grade 2		
Employees appointed to Photographer Grade 1 should have successfully completed		
(i) the first year of the Photography Certificate Course of TAFE NSW; or		
(ii) a course of equivalent or higher status; or		
(iii) a photographic related Certificate or Trade course deemed by the employer to have provided the officer with a general basic knowledge of photography.		
Progression from Grade 1 to Grade 2 is subject to the successful completion of:		
(i) the second year of the Photography Certificate of TAFE NSW; or		
(ii) a course of equivalent or higher status; or		
(iii) a photographic related Certificate or Trade course deemed by the employer to have provided the officer with a general basic knowledge of photography; and		
(iv) either the undertaking of supervisory duties of photographic staff or undertaking work the complexity and nature of which is considered by the employer to warrant progression to Grade2.		
Photographers Grade 3 Years 1-3		
1st year	63	54,480
2nd year	65	55,472
3rd year	69	57,772

<p>Requirements for appointment to Grade 3 are as follows:</p> <p>(i) formal educational qualifications(eg four year Photography Certificate or Bachelor of Visual Arts) and/or significant experience and training.</p> <p>(ii) strategic and analytical skills, including an ability to provide advice on and apply new and traditional technology and collection management principles as they apply to photography. Ability to apply a strategic approach to communication and project management; and</p> <p>(iii) an ability to identify and assess options, provide advice and recommend the best course of action. Technology</p> <p>(i) in-depth knowledge, skills and proficiency in the use of both traditional(analogue) and digital photographic and related equipment. This may include use of image specific software for the development of websites and the use of electronic files for service delivery; and</p> <p>(ii) an ability to assess differences in technology and recommend the most appropriate equipment to use in the particular circumstances;</p> <p>(iii) working in collaboration with information technology specialists in producing visual imagery.</p>		
<p>Collection Management</p> <p>(i) an ability to apply knowledge of collection management principles as it relates to photographic work.</p> <p>(ii) Familiarity in working with invaluable, fragile, archival and historical material and objects; and</p> <p>(iii) Provision of advice on the appropriate mediums to use in a particular situation and how they would be used. This requires an understanding of the end use of the image, in addition to the process required to obtain and maintain that image. It requires an understanding of the factors involved in accessing images, both now and in the future, as well as cataloguing and storage requirements.</p>		
<p>Communication</p> <p>(i) demonstrated ability to consult, advise on, and provide services across all areas of the organisation, including as appropriate, science, information technology, communications, exhibitions, publications, marketing and events.</p>		

Commercial and Other Projects		
(i) manage large and/or complex projects, including those providing services to clients on a fee for service basis. A key component includes a requirement to schedule work.		
Photographic Assistant	22	36,915
	23	37,762
	25	38,448
	26	38,759
Preparator - Grade 1, Powerhouse Museum Years 1-3	45	45,967
	48	47,196
	51	48,518
Grade II - Years 1-2	55	50,356
	59	52,324
Senior Preparator, Powerhouse Museum	63	54,480
	65	55,472
Stores Officer, Powerhouse Museum Grade 1	31	40,466
	33	41,189
Grade 2	34	41,575
	35	41,912
Grade 3	36	42,338
	37	42,743
Grade 4	39	43,543
	41	44,396
Transport Officer, Powerhouse Museum	47	46,807
	49	47,682
Field Assistant, Dept of Mineral Resources Year 1	26	38,759
Year 2	28	39,400
Year 3	31	40,466
Year 4	32	40,857
Year 5	34	41,575
Regional Mining Officer, Dept of Mineral Resources	58	51,784
	61	53,344
	64	55,010
	67	56,701
Regional Mining Officer, Lightning Ridge, Dept of Mineral Resources	75	61,128
	79	63,561
	82	65,527
	85	67,448
Craftsman/Framer, Art Gallery	32	40,857
Gallery Services Officer, Art Gallery	18	35,613
	20	36,229
Supervisor, Gallery Services Officers	23	37,762
Art Gallery - Senior Gallery Services Officer	43	45,188
	45	45,967
	47	46,807
	49	47,682
Installation Officer, Art Gallery	26	38,759
	29	39,807
	32	40,857
Senior Installation Officer, Art Gallery	32	40,857
	35	41,912

Display Technician, Art Gallery Grade 1	45	45,967
	48	47,196
	51	48,518
Grade 2	55	50,356
	59	52,324
Senior Display Technician	63	54,480
	65	55,472
Bar Manager, Police Academy	34	41,575
Building Manager, NSW Police	60	52,810
	61	53,344
	63	54,480
Driving Instructor, NSW Police College	68	57,117
	69	57,772
	72	59,428
General Assistant, NSW Police College	19	35,925
	20	36,229
	22	36,915
	23	37,762
	25	38,448
Groom, Mounted Police	16	34,401
	18	35,613
Maintenance Attendant, Goulburn Police College	22	36,915
Senior Basement Attendant, Police Headquarters	29	39,807
	31	40,466
	32	40,857
	34	41,575
Storeman/Attendant, Police Headquarters	17	35,266
Uniform Fitter and Advisory Officer, NSW Police	37	42,743
Police Armourer Year 1 Year 2 Year 3 Year 4	51	48,518
	55	50,356
	58	51,784
	59	52,324
	23	37,762
General Assistant, State Library	23	37,762
Photographic Operator, State Library	23	37,762
	26	38,759
Museum Assistant, Historic Houses Trust Grade 1 Years 1 to 4	20	36,229
	21	36,575
	25	38,448
	27	39,071
Grade 2, Years 1 to 5	30	40,146
	31	40,466
	34	41,575
	35	41,912
	36	42,338
Museum Guide, Historic Houses Trust Years 1 to 6	28	39,400
	30	40,146
	32	40,857
	34	41,575
	36	42,338
	39	43,543
Chief Guide, Historic Houses Trust	48	47,196
	51	48,518



Timber Inspectors, State Forests		
Chief Timber Inspector	92	72,208
Deputy Chief Timber Inspector	77	62,330
	80	64,250
Senior Timber Inspector	67	56,701
	68	57,117
	69	57,772
Timber Inspector	45	45,967
	47	46,807
	49	47,682
	51	48,518
	53	49,431
	56	50,829
	58	51,784
Entrance Attendant, Royal Botanic Gardens	30	40,146
Herbarium Assistants, Royal Botanic Gardens - Grade 1	18	35,613
	22	36,915
	25	38,448
	29	39,807
	32	40,857
Grade 2	34	41,575
	36	42,338
	37	42,743
	39	43,543
Centre Supervisor, State Sports Centre	37 (+ 10% all purpose allowance)	42,743
Centre Supervisor, State Sports Centre	40	43,903
Events Technical Officer, State Sports Centre	58	51,784
Maintenance Officer, State Sports Centre	55	50,356
Facilities Manager, State Sports Centre	111	87,263
Assistant Facilities Manager, State Sports Centre	67	56,701
General Assistant, WorkCover	19	35,925
	20	36,229
	22	36,915
	23	37,762
	25	38,448
Day Attendant, Australian Museum	18	35,613
	19	35,925
	20	36,229
	21	36,575
	23	37,762
Preparator, Australian Museum Assistant Preparator (55)	29	39,807
	34	41,575
	39	43,543
	43	45,188
Cadet Preparator (56)	21	36,575
	25	38,448
Chief Preparator	82	65,527
	84	66,749
Preparator (57) Grade I	46	46,320
	49	47,682
	52	49,012

Grade II	56	50,829
	60	52,810
Senior Preparator	63	54,480
	65	55,472
Cleaner/Messenger/Courtkeeper, Sheriff's Office, Attorney-General's Dept	30	40,146
Courtkeeper and Cleaner, Darlinghurst, Attorney-General's Dept	27	39,071
Courtkeeper/Cleaner and Messenger, Bathurst, Attorney-General's Dept	25	38,448
Courtkeeper/Cleaner and Messenger, Queanbeyan (Local Court), Attorney- General's Dept	25	38,448
Security Attendant, Attorney-General's Dept (formerly Assistant Service Officer)	17	35,266
	18	35,613
	20	36,229
	22	36,915
Basement Attendant, Attorney-General's Dept (formerly Assistant Service Officer)	23	37,762
Property Inspector, Public Trust Office	64	55,010
	67	56,701
	69	57,772
	73	60,041

R. W. HARRISON *D.P.*


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## **CROWN EMPLOYEES (NSW DEPARTMENT OF PRIMARY INDUSTRIES - FORESTS NSW) SENIOR STAFF AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 772 of 2007)

Before Mr Deputy President Grayson

24 July 2007

### **REVIEWED AWARD**

#### **Arrangement**

Clause No.	Subject Matter
1	Title
2.	Definitions
3.	Salaries
4.	Salary Packaging Arrangements
5.	Family and Community Service Leave
6.	Dispute Resolution Procedure
7.	Uniforms
8.	Anti-Discrimination
9.	Savings of Rights
10.	Area, Incidence and Duration

#### **1. Title**

This Award shall be known as the Crown Employees (NSW Department of Primary Industries - Forests NSW) Senior Staff Award.

#### **2. Definitions**

"Act" shall mean the *Public Sector Employment and Management Act 2002*.

"Award" shall mean the Crown Employees (NSW Department of Primary Industries - Forests NSW) Senior Staff Award.

"Association" shall mean the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

"Officer" means and includes, all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002*, or other appropriate Acts, and who, as at the operative date of this Award were occupying positions covered by this Award, or who after that date, are appointed to or employed in one such position.

Forests NSW " means the Forestry Commission of New South Wales trading as Forests NSW.

"Senior Staff Enterprise Agreement" means Agreement No 19/95.

#### **3. Salaries**

(1) All officers shall be paid in accordance with the salary structure set out in Schedule 1 to this Award.

- (2) The Salary level and relevant point on the salary scale will continue to be determined through the OCR job evaluation methodology, and subject to satisfactory performance and service.
- (3) Salaries described herein are paid in lieu of those contained in the Senior Staff Enterprise Agreement No. 19/95.

#### **4. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation**

An employee may elect, subject to the agreement of the Department Head, to enter into a Salary Packaging Arrangement in accordance with the provisions of clause 5 of the Crown Employees (Public Sector - Salaries 2007) Award or any variation or replacement award.

#### **5. Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of Other Leave Entitlements**

Refer to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 for all entitlements.

#### **6. Disputes Resolution Procedures**

All disputes or difficulties relating to the provisions of this Award shall 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 Department, if required.

- (1) An officer is required to notify (in writing or otherwise) 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.
- (2) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Amendment Act 1977*, as amended) that makes it impractical for the staff member to advise their immediate manager, the notification may occur to the next appropriate level of management, including, where required, to the Department Head or delegate.
- (3) The immediate manager or other appropriate officer shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) days, or as soon as practicable, of the matter being brought to attention.
- (4) If the matter remains unresolved with the immediate manager, the officer may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the member of staff until the matter is referred to the Department Head.
- (5) The Department Head may refer the matter to the Director of Public Employment (DPE) for consideration.
- (6) In the event that the matter remains unresolved, the Department Head shall provide a written response to the member of staff and any other party involved in the grievance, dispute or difficult, concerning action to be taken, or the reasons for not taking action, in relation to the matter.
- (7) An officer may request to be represented by an Association Representative.
- (8) The officer or Association on their behalf, or Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (9) The officer, Association, Department and Director of Public Employment (DPE) shall agree to be bound by any lawful recommendation, order or determination by the New South Wales Industrial Relations Commission in relation to the grievance, dispute or difficulty.

- (10) Whilst the procedures are being followed, normal work undertaken prior to notification of the grievance or dispute shall continue unless otherwise agreed between the parties, or, in the case of a dispute involving Occupational Health and Safety. If practicable, normal work shall proceed in such a manner to avoid any risk to the health and safety of any officer, or member of the public.

### **7. Uniforms**

Where Senior Staff are required to wear a uniform, the uniform will be provided in the terms of the Collateral Agreement with the Public Service Association of NSW.

### **8. 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*, as amended, 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*; as amended;
  - (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 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*, as amended, provides:

"Nothing in this Act affects ...any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".

### **9. Savings of Rights**

- (1) At the time of making this Award, no officer covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.

- (2) Should there be a variation of the Crown Employees (Public Sector - Salaries 2007) Award or an Award replacing that Award, senior staff will maintain the same salary relationship to the rest of the Public Service. Any such salary increase will be reflected in this Award either by variation to it or by the making of a new Award.

### 10. Area, Incidence and Duration

This Award shall apply to all Senior Staff of the Forestry Commission of New South Wales (trading as Forests NSW) and currently covered by Enterprise Agreement No 19/95, and should be read in conjunction with the Enterprise Agreement.

This Award is made following a review under Section 19 of the *Industrial Relations Act* and rescinds and replaces the Forestry Commission of New South Wales (trading as State Forests of NSW) Senior Staff Award published 21 September 2001 (327 I.G. 1122) and the award review variation published 11 February 2005 (348 I.G. 499) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19 (6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 24 July 2007.

The award remains in force until varied or rescinded, the period for which it was made having already expired.

## SCHEDULE 1

### Senior Staff Salary Rates

#### Effective From The First Pay Period To Commence On Or After 1.7.07

LEVEL	
Level 1	105,498-111,551
Level 2	111,552-120,555
Level 3	120,556-126,597
Level 4	126,598-130,029

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (NSW DEPARTMENT OF PRIMARY  
INDUSTRIES - FORESTS NSW) FORESTRY FIELD OFFICERS  
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 768 of 2007)

Before Mr Deputy President Grayson

24 July 2007

**REVIEWED AWARD**

**PART A**

**Arrangement**

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Salaries
3.	Fire Fighting
4.	Conditions of Employment
5.	Dispute and Grievance Resolution Procedures
6.	Anti-Discrimination
7.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Other Rates and Allowances

**1. Definitions**

"Officer" means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002* who, as at the beginning of the first pay period to commence on or after the date the award is made were occupying one of the positions covered by this award or who, after that date, are appointed to one such position, but does not include any person who resigned or whose services were terminated prior to the making of this award.

"Service" means continuous service. Future appointees shall be deemed to have the years of service indicated by the salaries at which they are appointed.

"Forests NSW" is the trading name of the Forestry Commission of New South Wales.

"Fire Fighting" means all work involved in a fire suppression effort in which there is Forests NSW participation, from the reporting, through to reconnaissance, organisation of resources, control and mop up to completion of patrol and may involve office duty in the organisation and direction of the fire fighting effort as well as work at the fire front.

"Campaign Fire" means those fire situations where shift work is introduced by the Regional Manager and shall occur whenever likely involvement in fire fighting outside normal working hours is such that one or more of the officers taking part after ceasing duty and taking the prescribed rest period would not be able to resume normal duties.

"Duty Officer" means an officer rostered for duty associated with fire fighting organisation including monitoring lookout towers, ground or aerial patrols, receiving and passing on fire reports and other information, altering reserve resources where necessary, liaising with other organisations involved in fire protection and performing normal duties as required.

"Normal Working Hours" means the bandwidth hours of the flexible working hours arrangement for officers.

"On-Call" means the availability of an officer outside normal working hours in accordance with a roster or by direction, either at home or some other acceptable location for call-out for fire fighting or as Duty Officer, and requires that the officer shall also be available for occasional consultation by others and for acceptance of messages.

"Active Standby" means performing all necessary fire surveillance activities such as monitoring of lookout towers and or ground patrols and initiation of fire fighting activities as required, either from home or some other suitable location, by an officer in accordance with a roster or by direction of the Chief Executive Officer.

"Forester" means an officer appointed as such who has obtained a degree in Forestry in a Faculty of Science of a recognised university requiring a minimum of 4 years full-time study or an officer or a person, appointed as such, who is deemed by Forests NSW as holding equivalent qualifications.

"Project Forester" means an officer appointed as such who has obtained a degree in Forestry in a Faculty of Science of a recognised university requiring a minimum of 4 years full-time study or an officer or a person, appointed as such, who is deemed by Forests NSW to hold equivalent qualifications (i.e.: Diploma Forestry and 3 year Environmental degree or equivalent).

"Forest Assistant" means an officer appointed as such to assist Foresters in aspects of district and regional administration, management and research.

"Forest Assistant Grade 2" means a Forest Assistant appointed to a position approved as such.

"Forester Grade 1" means a Forester appointed as such and shall include a person appointed as Project Forester. This is the entry level position and the essential criteria for Forester 1 is generic.

"Forester Grade 2" means a Forester appointed to a position approved as such and shall include the competencies identified for the position.

"Forester Grade 3" means a Forester appointed to a position approved as such and who meet the competencies identified for the position.

"Forester Grade 4" means a Forester appointed as such and shall include a person who meets the competencies identified for the position.

"Forester Grade 5" means a Forester appointed as such and shall include a person appointed as Specialist Forester.

"Forester Grade 6" means a Forester appointed as such.

"Forester Grade 7" means a Forester appointed as such and shall include a person appointed as Regional Manager or equivalent management position. Promotion to all Forester positions is by open competition and merit selection.

## **2. Salaries**

Forest Assistants and Foresters shall receive salaries as set out in Part B, Monetary Rates, of this award.



### 3. Fire Fighting

- (i) Weekends and Public Holidays - All fire fighting performed by an officer on weekends or on public holidays shall be paid in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.
- (ii) Weekdays -
  - (a) Normal-Time necessarily occupied in fire fighting outside normal working hours on any weekday shall be paid in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.
  - (b) Campaign Fires-Where a Campaign Fire has been declared, the following will apply:
    - (1) Each rostered shift shall be of 7 hours duration and shall be broken by a meal break of at least 30 minutes.
    - (2) Officers rostered on shift work on any weekday shall be paid the following allowances in addition to their ordinary rate:
      - Shifts commencing at or after 6am and before 10am - Nil
      - Shifts commencing at or after 10am and before 1pm-10%
      - Shifts commencing at or after 1pm and before 4pm-12.5%
      - Shifts commencing at or after 4pm and before 4am-15%
      - Shifts commencing at or after 4am and before 6am-10%These allowances shall not apply to any overtime worked.
    - (3) For work directed to be performed outside a rostered shift, officers shall be compensated in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.
    - (4) The rostered shift of any officer who has been directed to work on a campaign fire shall be deemed to have commenced at the officer's starting time on that day.
    - (5) No officer, unless otherwise directed, shall commence a second or subsequent shift or revert to normal duty unless the opportunity for a rest period of at least 8 hours has been provided. Where work is directed to be performed within the prescribed rest period it shall be paid in accordance with subparagraph (3) above.
- (iii) Duty Officer - All time worked outside normal working hours by the Duty Officer shall be paid in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.
- (iv) On-Call and Active Standby-Officers required to be on-call outside normal working hours shall be compensated in accordance with the following:
  - (a) Payment or leave in lieu at the rate of 1/3 hour for each hour on-call at the officer's election.
  - (b) Leave in lieu shall be cleared prior to an officer being granted recreation leave.

Officers required to be on active standby outside normal working hours shall be compensated in accordance with the following:

- (a) Payment or leave in lieu at the rate of 2/3 hour for each hour of active standby at officer's election.
  - (b) Leave in lieu shall be cleared prior to an officer being granted recreation leave.
- (v) Hours of Work -
- (a) Subject to this clause, officers shall work flexible working hours in accordance with Forests NSW Flexible Working Hours Agreement.
  - (b) Officers shall be permitted to carry over a 20 hour credit from one 4 week settlement period to the following period for the duration of the statutory bush fire danger period each year.
- (vi) Conditions -
- (a) For the purposes of calculating payment for fire fighting overtime for Duty Officers and, where appropriate, for on-call or active standby, the maximum salary rate shall be the maximum rate prescribed in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.
  - (b) Subject to paragraph (c) hereunder, officers who commence on-call or active standby outside normal working hours shall be compensated in terms of subclause (iv) of this clause for a minimum of 3 hours per day on-call or active standby.
  - (c) Where an officer is on-call or on active standby and is called out to undertake Duty Officer or fire fighting duties, the 3 hour minimum referred to in paragraph (b) above shall not apply and the officer shall be compensated only for actual time worked, provided that the total entitlement, when such time so worked is combined with on-call or active standby, shall be subject to a minimum of three hours.
  - (d) Fire fighting, Duty Officer, active standby or time spent on-call shall conform to approved Regional Fire Protection Guidelines.
  - (e) No claim for fire fighting, Duty Officer, active standby, or time spent on-call shall be paid unless the Chief Executive Officer has certified as to its necessity.

#### **4. Conditions of Employment**

Conditions of employment shall be those contained in the following legislation, awards and agreements:

*Public Sector Employment and Management Act 2002*

Public Sector Employment and Management (General) Regulation 1996

Crown Employees (Transferred Employees Compensation) Award

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006

Crown Employees (Transferred Officers Excess Rent Assistance) Agreement 1981

Personnel Handbook

Crown Employees (Public Sector - Salaries 2007) Award

## 5. Dispute and Grievance Resolution Procedures

Step 1 - The officer should approach the relevant supervisor concerning their grievance (in person or in writing).

The officer's supervisor should address this grievance as soon as possible. A meeting should be held to address the issue. This meeting must be held within one working day of receipt of notification of the grievance.

Timeframes should be set at this initial meeting to determine dates by which the grievance should be resolved.

At any point, the officer is entitled to involve union or other representation to act solely as an observer. An informal attempt to resolve the matter should be made at this stage.

If the officer cannot approach their direct supervisor because the grievance concerns him/her, they should speak with a Branch/Regional Manager.

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 staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.

Step 2 - If after the officer has referred the matter to their supervisor it is still unresolved, it can be referred to a Grievance Manager, usually the Branch or Regional Manager.

The officers supervisor must provide an explanation as to why the grievance has not been resolved in the decided time frame.

The Branch or Regional Manager must then attempt to resolve the grievance as soon as possible. The Grievance Manager may consult with Human Resources Managers or General Managers for further assistance in resolving the matter.

The Grievance Manager will, with the agreement of the employee making the complaint and within 48 hours, decide on who is to fully investigate the matter and make recommendations for its resolution.

The investigation will involve:

Informing the party who is the subject of the complaint.

Providing this person with the opportunity to answer allegations.

Interviewing people who can help ascertain the facts.

Obtaining documentation that is necessary.

Identifying options for the resolution of the matter and discussing these with the parties.

Step 3 - If the matter is unable to be resolved by the Branch/Regional Manager it must be referred to the Divisional Manager who then becomes responsible for resolving the grievance.

The Human Resources Division (Head Office) must be kept informed if the matter has industrial or human resources implications.

The person investigating the grievance will report the facts of the matter, options for resolution and recommended options to the Grievance Manager or delegate. With the approval of the Grievance Manager, the preferred option for resolution will be discussed with the parties, including the union delegate where involved. Any objection by the parties will be noted and taken into account by the Grievance Manager in making the final decision on the matter.

Step 4 - If the matter is still unresolved, it can then be directed to be resolved through direct union/management negotiations, or if the officer does not wish to have union representation, it can proceed to this level with direct employee/management negotiations.

Step 5 - As a last resort, the dispute can be referred to the New South Wales Industrial Relations Commission.

While these steps are being followed, normal work should continue unless there is a proven health and safety risk associated. If normal work cannot be continued, Human Resources Division should be contacted so that alternative work arrangements can be made.

Once the matter has been resolved the relevant parties will continue to monitor the environment under which the grievance occurred, for a period of time to ensure compliance with the remedy. Feedback on the process will be sought from the parties to identify where improvements can be made.

## 6. 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 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 legislation referred to in this clause.

### NOTES -

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

"Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion".

### 7. Area, Incidence and Duration

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Forestry Field Officers (Forestry Commission of New South Wales) Award published 19 November 2004 (347 I.G. 322) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 24 July 2007.

The award remains in force until varied or rescinded, the period for which it was made having already expired.

## PART B

### MONETARY RATES

**Table 1 - Salaries**

Effective from the beginning of the first full pay period to commence on or after 1.7.07.

Classification		Common Salary Point	
Forest Assistant			
Grade 1	First Year	36	42,338
	Second Year	42	44,745
	Third Year	46	46,320
	Fourth Year	50	48,143
	Fifth Year	63	54,480
Grade 2	First Year	70	58,341
	Second Year	77	62,330
Forester Grade 1	First Year	50	48,143
	Second Year	63	54,480
	Third Year	70	58,341
	Fourth Year	77	62,330
	Fifth Year	87	68,784
	Sixth Year	94	73,750
Grade 2	First Year	99	77,634
	Second Year	103	80,683
	Third Year	105	82,244
Grade 3		109	85,580
Grade 4		111	87,263
Grade 5		113	88,962
Grade 6	First Year	126	101,454
	Second Year	128	103,591
Grade 7		130	105,923

**Table 2 - Other Rates and Allowances**

Clause No.	Brief Description	Amount
Refer to Clause 47 in Part B of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.	Flying Time allowance	\$15.60 per hour

J. P. GRAYSON *D.P.*

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Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (CENTENNIAL PARK AND MOORE PARK  
TRUST BUILDING AND MECHANICAL SERVICES STAFF) AWARD  
2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 612 of 2007)

Before Commissioner Ritchie

13 September 2007

**REVIEWED AWARD**

PART A

Clause No.	Subject Matter
1.	Title
2.	Parties
3.	Definitions
4.	Intention
5.	Workplace Reform Program
6.	Wage Rates
6A	School Based Apprentices
7.	General Conditions of Employment
8.	Deduction of Union Membership Fees
9.	Consultative Committee
10.	Grievance and Dispute Resolution Procedures
11.	Classification Standards
12.	Anti-Discrimination
13.	Carer's Leave
14.	Savings and Rights
15.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Allowances

**PART A**

**1. Title**

This award shall be known as the Crown Employees (Centennial Park and Moore Park Trust Building and Mechanical Services Staff) Award 2007.

**2. Parties**

2.1 This Award has been made between the following parties:

The Director of Public Employment

The Department of the Arts, Sport and Recreation

Communications, Electrical, Electronic, Information, Postal, Plumbers and Allied Services Union of Australia Plumbing Division (New South Wales Branch).

Construction, Forestry, Mining and Energy Union (New South Wales Branch) and

Automotive, Foods, Metals, Engineering, Printing and Kindred Industries Union. New South Wales Branch.

### 3. Definitions

Staff means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002* and who, as 21 November 1997 were occupying one of the positions covered by this Award, or who, after that date, are appointed to or employed in one of such positions. Supervision means, in addition to normal supervisory responsibilities, the assessment, evaluation and training of staff.

Union means the Communications, Electrical, Electronic, Information, Postal, Plumbers and Allied Services Union of Australia Plumbing Division (New South Wales Branch); The Construction, Forestry, Mining and Energy Union (New South Wales Branch), the Automotive, Foods, Metals, Engineering, Printing and Kindred Industries Union. (New South Wales Branch), having regard to their respective coverage.

### 4. Intention

- 4.1 The purpose of this award is to regulate the terms and conditions of employment of staff employed at Centennial Park who are engaged in the trades of Carpenter, Motor Mechanic, Painter and Plumber.
- 4.2 It is intended that this Award will align the wages of the staff employed under this award with the staff employed under the Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award.
- 4.3 It is intended that the Award will provide a suitable basis for the parties to implement appropriate arrangements to ensure that corporate objectives are met.
- 4.4 This award will help facilitate the processes necessary to enhance the productivity of the organisation and provide a better return to the organisation, the staff, and the community.

### 5. Workplace Reform Program

- 5.1 The parties agree to the implementation of the following workplace reform processes.

#### 5.1.1 Rostered Days Off

- (i) Staff shall work a nine-day fortnight with all staff on duty on the same days, or by agreement.
- (ii) Rostered days off (RDO's) may be accumulated up to a maximum of five (5) per annum and shall be taken on days set by mutual agreement with management. Such days may be in conjunction with annual leave.

#### 5.1.2 Annual Leave Loading

Annual Leave Loading shall be paid annually on the last pay period in November.

#### 5.1.3 Afternoon Tea

Afternoon Tea to be taken only at the work site without interruption to work.



## 6. Wage Rates

- 6.1 Wage rates are contained in Table 1 of the award. All allowances have been rolled up into the total wage rate except for those allowances contained in Clause 7.3 of this Award.
- 6.2 Wages for staff covered by this award shall be adjusted by no less than any increase in the Crown Employees Wages Staff (Rates of Pay) Award 2005.
- 6.3 Apprentice staff shall be paid a percentage of the rate of pay applicable to Level Five (5), Year 1:
- Year One - 45%
- Year Two - 60%
- Year Three - 75%
- Year Four - 85%

### 6A. School Based Apprentices

- 6A.1 A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.
- 6A.2 The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- 6A.3 For the purposes of subclause (b)(i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.
- 6A.4 The wages paid for training time may be averaged over the school term or year.
- 6A.5 Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
- 6A.6 School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- 6A.7 The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
- 6A.8 Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.
- 6A.9 Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

## 7. General Conditions of Employment

- 7.1 Except as otherwise provided in this Award, staff shall be entitled to and shall observe the conditions of employment made pursuant to the provisions of the *Public Sector Employment and Management Act 2002* and the *Public Sector Employment and Management (General) Regulation 1996*.
- 7.2 The provisions of the Crown Employees (Skilled Trades) Award shall also apply to staff covered by this Award, unless specifically varied by provisions of this Award.

- 7.3 All allowances previously paid to staff covered by this Award are to be rolled into salary with the exception of the following:
- 7.3.1 Chokage Allowance
- A weekly allowance specified on an annual basis at Item 1 of Table 2 will be paid to those staff required to undertake chokage work.
- 7.3.2 Plumbers Licence and Registration
- The Plumbers Licence and Registration will be paid weekly as set out on an annual basis at Item 4 of Table 2 for three licences, at Item 3 of Table 2 for two licences, At Item 2 for one licence and at Item 5 of Table 2 for registration.
- 7.4 The provisions of the Crown Employees (Skilled Trades) Award, which give staff, an entitlement to take a paid holiday as a Picnic Day shall continue to be applied with the holiday being taken on a working day nominated by the Director, between Christmas and New Year.
- 7.5 Conditions of service not covered by the Crown Employees (Skilled Trades) Award shall be regulated by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, as varied.
- 7.6 Where there is any inconsistency between this Award and the relevant industrial instruments covering the Department of the Arts, Sport and Recreation and its staff, this Award shall prevail to the extent of the inconsistency.

### **8. Deduction of Union Membership Fees**

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

### **9. Consultative Committee**

- 9.1 A committee has been established to monitor the implementation of this Award and make, during its period of operation, recommendations to the Director of the Centennial Park and Moore Park Trust with regard to:
- (i) implementation of the classification levels and progressions between classifications levels as provided in Clause 11;
  - (ii) any other matters regarding the implementation of this Award.

- 9.2 The committee consists of representatives of management and representatives of the unions, which are party to this Award, the latter chosen at the discretion of the union members covered by this Award.
- 9.3 The Committee shall meet from time to time as required.
- 9.4 Should the parties to the Committee fail to reach agreement on any matter the Dispute Resolution Procedures outlined in Clause 10 will be followed.

#### **10. Grievance and Dispute Resolution Procedures**

- 10.1 All grievances and disputes relating to the provisions of this award shall 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 department, if required.
- 10.2 A staff member 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.
- 10.3 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 staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 10.4 The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 10.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- 10.6 The Department Head may refer the matter to the Director of Public Employment for consideration.
- 10.7 If the matter remains unresolved, the Department Head shall provide a written response to the staff member 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.
- 10.8 A staff member, at any stage, may request to be represented by the Union.
- 10.9 The staff member or the Union on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 10.10 The staff member, Union, department and Director of Public Employment shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 10.11 Whilst the procedures outlined in subclauses 10.1 to 10.9 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public

#### **11. Classification Standards**

- 11.1 A position falling within the scope of this Award will have assigned to it a classification level determined in accordance with the classification standards detailed below.

## 11.2 Broad banding Classifications

11.2.1 For the purposes of this Award, Level 5/6 is a broad-banded classification. Progression between Levels 5 & 6 is by way of a "soft" progression based on competency assessment and appeal processes that are to be agreed between the parties.

11.2.2 For the purposes of this Award, Level 7/8 is a broad-banded classification. Progression between Levels 7 & 8 is by way of a "soft" progression based on competency and appeal processes that are to be agreed between parties.

## 11.3 The following classification levels will apply:

### 11.3.1 Level 5

The occupant of a position established at Level 5 of this Award will:

- (a) Work under minimal supervision and therefore be required to exercise independent judgement at trade level; and
- (b) Have a recognised trade certificate and possess the relevant Interpretation skills and other skills and relevant experience required to:
  - (i) perform trade level duties; and/or
  - (ii) supervise apprentices; and
  - (iii) communicate with supervisors and other staff.

### 11.3.2 Level 6

The occupant of a position established at Level 6 of this Award will:

- (a) Work under minimal supervision and therefore be required to exercise independent judgement at an advanced trade level and exercise initiative with regard to matter of minor complexity; and
- (b) Have a recognised trades certificate so that they have the developed communication skills, interpretation skills and other skills and relevant experience required to:
  - (i) perform advanced trade level duties; and/or
  - (ii) supervise apprentices; and/or
  - (iii) communicate with supervisors and other staff; and/or
  - (iv) communicate semi-technical information to the public.
- (c) Fulfil the requirements for progression to Level 6 based on the assessment and appeals processes agreed between the parties.

### 11.3.3 Level 7

The occupant of a position established at Level 7 of this Award will:

- (a) Work independently on assigned specialist work and lead a small work team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and

- (b) Have a recognised trades certificate, and have the skills and relevant supervisory experience required to:
  - (i) Manage as the Leader of a small team of staff (normally less than 6 staff) - supervising and training staff; and
  - (ii) Be accountable for completion for completion of work to agreed standards; and/or
  - (iii) Solve technical problems of limited complexity; and
  - (iv) Document and communicate technical data and information to other staff and/or the public.

#### 11.3.4 Level 8

The occupant of a position established at Level 8 of this Award will:

- (a) Work independently on assigned specialist work and lead a team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and
- (b) Have a recognised trades certificate and have the skills and relevant supervisory experience required to:
  - (i) Manage a team of staff (normally less than 6 staff) - supervising and training staff; and
  - (ii) Be accountable for completion of work to agreed standard; and/or
  - (iii) Solve technical problems of some complexity; and
  - (iv) Document and communicate technical data and information to staff and/or the public.
- (c) Fulfil the requirements for progression to Level 8 based on the assessment and appeals processes agreed between the parties.

## 12. Anti-Discrimination

- 12.1 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.
- 12.2 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 that, by its terms or operation, has a direct or indirect discriminatory effect.
- 12.3 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.
- 12.4 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.
- 12.5 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.

NOTE:

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

"Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

### 13. Carer's Leave

- 13.1 The provision of Carer's Leave, as previously available under this Award, has been replaced by clause 74 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, "Family and Community Service Leave", and clause 82 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, "Sick Leave to Care for a Family Member".

### 14. Savings and Rights

- 14.1 No staff member shall suffer a reduction in his or her rate of pay loss of or diminution of his or her conditions or employment as a consequence of the making of this Award.
- 14.2 Should there be a variation to the Crown Employees (Skilled Trades) Award, the Crown Employees Wages Staff (Rates of Pay) Award 2005 or the Crown Employees (Parks And Gardens - Horticulture And Rangers Staff) Consent Award 2004 or any award replacing those awards, the staff covered by this Award will maintain the same rates of pay relationship to the classification covered by the Crown Employees (Skilled Trades) Award or the Crown Employees (Parks And Gardens - Horticulture And Rangers Staff) Consent Award 2004 either by an application for variation, or the making of a new Award.

### 15. Area, Incidence and Duration

- 15.1 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Centennial Park And Moore Park Trust Building And Mechanical Services Staff 2001) Award published 24 September 2004 (346 IG 528), as varied.
- 15.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 13 September 2007.
- 15.3 This award remains in force until varied or rescinded, the period for which it was made having already expired.

**PART B****MONETARY RATES****Table 1 - Rates of Pay**

Building and Mechanical Services Officer	Rates of Pay Effective 1 July 2006 \$	Rates of Pay Effective 1 July 2007 \$
Level 5 Year 1	44,199	45,967
Level 5 Year 2	45,381	47,196
Level 6 Year 1	46,652	48,518
Level 6 Year 2	47,945	49,863
Level 7 Year 1	49,305	51,277
Level 7 Year 2	50,779	52,810
Level 8 Year 1	52,385	54,480
Level 8 Year 2	54,520	56,701

**Table 2 - Allowances**

Item No.	Clause No.	Brief Description	Amount (1.7.06) Per Year	Amount (1.7.07) Per Year
1	7.3.1	Chokage	1,752	1,822
2	7.3.2	Plumber and Drainer when required to act on: lumbers licence	1,829	1,902
		gasfitters licence	1,829	1,902
		drainers licence	1,829	1,902
3	7.3.2	plumbers and gasfitters licence	2,453	2,551
		lumbers and drainers licence	2,453	2,551
4		gasfitters and drainers licence	2,453	2,551
	7.3.2	lumbers, gasfitters and drainers licence	3,390	3,526
5	7.3.2	Registration allowance	1,405	1,461

D. W. RITCHIE, Commissioner.

Printed by the authority of the Industrial Registrar.

**COUNTRY ENERGY ENTERPRISE AWARD 2007**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Electrical Trades Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1068 of 2007)

Before The Honourable Mr Deputy President Harrison

3 July 2007

**AWARD**

Clause No.	Subject Matter
1.	Coverage and Parties
2.	Objectives
3.	Policies and Procedures
4.	Future Negotiations
5.	Definitions
6.	Safety
7.	Anti-Discrimination
8.	Enterprise Agreements
9.	Consultation
10.	Consultative Committee Framework
11.	Classification and Rates of Pay
12.	Appointments and Gradings
13.	Terms Of Employment
14.	Types Of Employment
15.	Performing Alternative Work
16.	Payment
17.	Hours of Work
18.	Shiftwork
19.	Overtime
20.	On-Call
21.	Mealtimes and Allowances
22.	Travelling Time and Fares
23.	Annual Leave
24.	Award Holidays
25.	Sick Leave
26.	Personal Carer's Leave
27.	Long Service Leave
28.	Jury Service Leave
29.	Parental Leave
30.	Bereavement Leave
31.	Union Training Leave
32.	Accident Leave
33.	Grievance Resolution Procedure
34.	Outsourcing
35.	Wet Weather
36.	Tools
37.	Private Motor Vehicle - Allowances
38.	First Aid and Chief Fire Warden Allowance
39.	Leading Hand Allowance
40.	Aircraft Allowance
41.	Isolation & Climatic Allowances
42.	Explosives Allowance



43. Telephone Allowance
44. Drivers' Licence
45. Training Allowance
46. Movement of Allowances
47. Date and Period of Operation
48. Calculation of Service
49. Working Away From Home
50. Salary Sacrifice
51. Superannuation
52. Salary Maintenance
53. Workplace Flexibility
54. Clothing
55. Union Delegates' Rights
56. Supply of Residence
57. Leave Reserved

Appendix 1A - Unused Accrued Sick Leave

Appendix 1B - Competencies

Appendix 1C - Industry Equalisation

Appendix 1D - Isolated Areas - Including Indigenous Issues

Appendix 2 - Table 1 - Country Energy Rates of Pay

Appendix 3 - Table 2 - Country Energy Shift Allowances

Appendix 4 - Table 3 - Country Energy Allowances

## 1. Coverage and Parties

- (i) This Award shall apply to Country Energy and its employees employed in the classifications contained in Table 1 of this Award.
- (ii) Existing employees employed in a Professional capacity whose rate of pay exceeds the base rate of a Professional Engineer Grade 8 (as varied under this Award) who are not employed under an employment agreement or a contract shall continue to have their terms and conditions of employment prescribed by this Award.
- (iii) This Award governs all employment, wages and conditions of the employees to whom this Award applies.
- (iv) This Award supersedes and replaces the Country Energy Enterprise Award 2005 published 17 March 2006 (358 I.G. 104).
- (v) The parties to this Award are Country Energy, the Electrical Trades Union of Australia, New South Wales Branch; the United Services Union New South Wales Local Government, Administrative, Energy, Airlines & Utilities Union the Australian Services Union and the Association of Professional, Engineers, Scientists and Managers, Australia (NSW Branch).

## 2. Objectives

The agreed objectives of this Award are:

- (i) Demonstrated high value commitment to Occupational Health and Safety from Country Energy and all employees
- (ii) Achievement of Country Energy's corporate business objectives and strategies;
- (iii) Delivery of quality customer service and continuous improvement programs;
- (iv) Development of the highest quality training, career opportunities and occupational health and safety programs and policies;

- (v) Recognition of the contributions of all employees to improvements in safety, productivity, efficiency and competitiveness, and their participation in the achievement of these objectives;
- (vi) To provide terms and conditions of employment in conjunction with operational policies and procedures.

### **3. Policies and Procedures**

All operational policy and procedures relating to conditions of employment shall be developed or altered in accordance with the consultation process set in Clause 10 of this Award. All such Policies will be made available at all Country Energy locations for access by all employees.

### **4. Future Negotiations**

At least three months before the nominal expiry of this Award the parties shall commence negotiations for a replacement enterprise Award.

### **5. Definitions**

- (i) "Discharge" means termination of service as a consequence of retrenchments, reorganisation or shortage of work or other reason for which the employee may not be entirely responsible.
- (ii) "Dismissal" means termination of service for misconduct, inefficiency, unsatisfactory performance or repeated absences from work.
- (iii) "Resignation" means voluntarily leaving the service of Country Energy.
- (iv) "Retirement - Age" means termination of an employee's service with Country Energy:
  - (a) As agreed between Country Energy and the employee, or
  - (b) At the discretion of the employee after attaining the age of 55 years
- (v) "Retirement - Ill Health" means termination of employment on account of ill health certified as rendering the employee unable in the future to perform the duties of the employee's appointed grade.

### **6. Safety**

The health, safety and wellbeing of Country Energy employees are of paramount importance. Country Energy's Health and Safety Policy embodies the following commitments to employee safety:

- (i) To ensure the safety of all employees Country Energy will provide a safe working environment in accordance with the Occupational Health and Safety Act.
- (ii) All employees will work in a safe manner as required under the Occupational Health and Safety Act and regulations as varied from time to time.
- (iii) Employees are required to wear appropriate personal protective clothing and use safety equipment for the purpose for which they are provided, and observe all health and safety policies and procedures
- (iv) Country Energy commits to the payment of an Electrical Safety Rules Allowance paid for all purposes of the Award. (Refer to Table 4)

The Electrical Safety Rules Allowance will be paid to employees appointed to electrical positions who have passed the safety rules test and who are required to work or supervise or direct work in accordance with these rules. Typically employees who hold a trades' certificate from the family of electrical trades (including apprentices) will receive this allowance.

Employees in non-electrical trades' technical and professional classifications, who are required to sit an abridged version of the safety rules exam, and are required to work in accordance with these rules, will receive 80% of the allowance. Employees in the Administrative Officer stream shall have an examination of their role and requirements to determine whether they are eligible for payment of the Safety Rules Allowance.

#### **7. Anti-Discrimination**

- (i) It is the intention of the parties to seek to achieve the object in Section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity age and responsibilities as a carer.
- (ii) The parties have obligations to take all necessary steps to ensure that the operation of the provisions of this Award is not directly or indirectly discriminatory in their 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 person's 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 agreement 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.

#### **8. Enterprise Agreements**

The parties to this Award recognise that enterprise agreements may be used to facilitate agreed alternative arrangements to those in this Award. The development of enterprise agreements shall occur through the consultation process.

No employee will be disadvantaged by a transition from Contract to the Award or Enterprise Agreement.

#### **9. Consultation**

- (i) Where alternatives to Award provisions are being considered, the parties concerned will utilise this consultation process with the intention of reaching agreement.
- (ii) The consultation process includes involving all parties concerned in any analysis and decision-making about a proposed alternative arrangement.
- (iii) Where an alternative arrangement is proposed, Country Energy will take all possible steps to ensure that any adverse affect on an employee will be minimised or resolved.
- (iv) Employees, their union or Country Energy may initiate a consultation process.
- (v) A Consultative Committee framework as detailed in Clause 10 of this Award provides a forum for consultation.

### **10. Consultative Committee Framework**

The purpose of this Clause is to establish a consultative framework to facilitate cooperation and trust between the parties and provide a forum for the parties to consult each other about matters involving changes to the organisation or performance of work at Country Energy.

(i) Consultative Committee Charter and Structure

A Peak Consultative Committee shall be established and will determine a Committee Charter and under that Charter, be empowered to determine the functions, operations and framework of other Consultative Committees established at Country Energy.

(ii) Committee Membership

The Peak Consultative Committee shall comprise at least one representative from each of the other Committees, a full time Union official(s) and representatives from senior management of Country Energy.

(iii) Committee Meetings

The Peak Consultative Committee shall meet at least once every six months.

(iv) Consultative Committee Functions

The Peak Consultative Committee's functions shall include but not be limited to the following:

- (a) Consider the means by which Country Energy can ensure its competitive edge to extend its leading role in the industry and make recommendations to the Managing Director where appropriate.
- (b) Provide a communication link between staff, Unions and management and be a forum for consultation and discussion on employment matters.
- (c) Examine all issues relating to the introduction of change in the workforce.
- (d) Examine and make recommendations on issues relating to outsourcing and renewal of any contracts, where appropriate.
- (e) Where alternatives to workplace arrangements are being considered, the parties concerned will utilise this consultation process to reach agreement on all alternatives. This is done with a view that all parties concerned being involved in the analysis and decision making about any proposed alternative arrangement.
- (f) All members of the Peak Consultative Committee may seek advice on matters discussed by all Committees.
- (g) Consultative Committees shall not be utilised in respect of matters which are being or should be processed in accordance with the Grievance Resolution Procedure.

### **11. Classification and Rates of Pay**

- (i) An employee's classification shall be that which describes the major and substantial functions and duties in the position occupied.
- (ii) The corresponding weekly rates of pay in Table 1 of this Award shall apply to employees in their respective classifications.
- (iii) The rates are inclusive of annual leave loading.

- (iv) The rates are inclusive of a loading for work performed in the following circumstances: confined spaces, underground work, working at heights, wet and dirty places, and use of power tools.

## 12. Appointments and Gradings

An employee's classification shall be matched to the employee's major and substantial functions for which the employee shall have the skill and training necessary to properly perform.

## 13. Terms of Employment

- (i) Probationary Periods

Country Energy, when offering employment may include a probationary period of employment of up to three [3] months in the letter of offer of employment. An initial period of probation may be extended by up to a further three [3] months in which case, Country Energy shall give the employee the reasons in writing.

- (ii) Termination of Employment

- (a) Notice of Termination

Country Energy shall give to an employee and an employee shall give to Country Energy notice of termination of employment of not less than four [4] weeks other than for employees with less than twelve [12] months continuous service who shall be entitled to one [1] week's notice of termination. The period of notice may be reduced by mutual agreement.

Except where the period of notice is reduced by mutual agreement, payment or part payment in lieu of the notice shall be made by Country Energy if the full notice period or part notice is not given. If the employee fails to give notice or gives incomplete notice, Country Energy shall withhold payment in lieu of notice or part notice from any termination payment due to the employee.

The period of notice shall not apply to dismissal for conduct that justifies instant dismissal or for casual employees.

- (b) Statement of Employment

Country Energy shall, on request from an employee whose employment has been terminated, give the employee a written statement specifying the period of employment and the classification or the type of work performed by the employee.

## 14. Types of Employment

Employees covered by this Award will be employed in one of the following categories:

- (i) Permanent Full Time Employment

Permanent full time employment covers employees working ordinary hours on a permanent basis.

- (ii) Permanent Part Time Employment

(a) Permanent part time employment covers employees who work on a permanent basis less than the number of ordinary hours worked by full time employees. A part time employee's hours will be nominated at commencement of employment. If the employee consistently works in excess of their nominated hours, a review will be conducted with a view to extending the nominated hours.

(b) Part time employees shall be paid an hourly rate calculated by dividing the appropriate salary by the number of hours worked by full time employees in the same classification.

- (c) Part time employees shall receive Award conditions and payments in respect of annual leave, sick leave, long service leave and all other authorised leave on a proportionate basis as the employee's hours of work relate to those worked by full time employees.  
  
Leave shall accrue in proportion to the number of hours actually worked up to a maximum of thirty-six (36) hours per week.
  - (d) When a part time employee's nominated day of work falls on an Award holiday, the employee shall be entitled to take the day as a holiday without loss of pay.
  - (e) A part-time employee shall be entitled to the provisions of Clause 19, Overtime, in respect of work performed outside the span of hours or in excess of a full time employees normal daily, or weekly hours of work.
  - (f) A part-time employee may, by agreement, work additional hours at single time up to thirty-six [36] hours per week subject to receiving all pro-rata leave entitlements as prescribed for those additional hours.
- (iii) Temporary Employment
- (a) Temporary employment covers employees engaged on a temporary basis and shall not include a casual employee.
  - (b) A temporary employee shall be paid a rate of pay and receive Award conditions as is appropriate to either their full time or part time employment under this Award.
  - (c) Temporary appointments may be made for a period of up to 12 months. At the expiration of that period work requirements will be reviewed in consultation with the unions.
  - (d) Temporary employment shall not be used as an alternative to full time employment.
- (iv) Casual Employment
- (a) "Casual Employee" means an employee engaged intermittently in work of an irregular, occasional and/or unexpected nature, and who is engaged and paid by the hour, but does not include an employee who could properly be classified as a full time or part time employee.
  - (b) A casual employee shall be paid the hourly rate of pay for the appropriate classification plus a loading of twenty [20] per cent with a minimum payment of three [3] hours pay for each start.
  - (c) A casual employee shall receive overtime rates for any time worked in excess of the ordinary hours of work for a full time employee. The casual loading is excluded in the calculation of overtime.
  - (d) The casual loading prescribed is in lieu of the annual leave, sick leave and Award holiday entitlements arising under this Award however, the loading is not in lieu of entitlements prescribed in Clause 27 Long Service Leave.
  - (e) A casual employee shall not be used to replace a full-time or part-time position other than where a permanent employee is absent on approved leave or working on a project.
  - (f) Casual appointments shall be reviewed after a continuous period of three [3] months.
- (v) Apprentices and Trainees
- (a) The provisions of this Award apply to apprentices and trainees employed by Country Energy.
  - (b) Employment as an apprentice or trainee shall not continue beyond the completion of the term of the apprenticeship or traineeship unless further employment is offered and accepted.

### 15. Performing Alternative Work

- (i) An employee, who is competent to do so, shall where required perform alternative work to that usually performed by the employee, without reduction in pay.
- (ii) Acting Higher Grade
  - (a) An employee who performs, for at least one ordinary working day, the work of another employee which is paid at a higher rate than the employee's position, the employee shall be paid according to the employee's skills, qualifications and experience but not less than the entry level for the position.
  - (b) Where an Award holiday or group of Award holidays occurs during a period when an employee is acting in a higher paid position, the employee shall be paid for the holiday/s at the rate for acting in the position.
  - (c) An employee shall not receive higher grade pay whilst on leave unless the employee has acted in the position for an aggregate of at least six [6] months during the twelve [12] month period prior to going on leave or continuously for at least three [3] months immediately preceding the commencement of the leave.
  - (d) Except where an employee is relieving an employee who is on approved leave, periods of acting in a higher-grade position shall not exceed six [6] months.
  - (e) At the completion of the alternate work period an employee shall return to their former position or a mutually agreed role.

### 16. Payment

- (i) Pay Cycle

Employees shall be paid fortnightly and pay shall be available at the commencement of business on Thursdays by direct crediting of pay to an employee's nominated Bank, Building Society or Credit Union account.

- (ii) Deductions

Country Energy shall deduct out of an employee's pay such amounts as the employee requests, in writing, in respect of contributions or payments for approved purposes.

### 17. Hours of Work

- (i) Spread of Ordinary Hours of Work

Country Energy and its employees agree there are three objectives to consider in determining the structure of working hours under this Award:

- (a) The most efficient production and delivery of the service;
- (b) The most effective way of servicing the customer; and
- (c) The most effective way of meeting employee's needs for satisfying work, personal development, health and workplace safety.

The ordinary hours of work shall be thirty-six [36] hours per week to be worked in eight consecutive hours per day, (exclusive of meal breaks), over a nine day fortnight between the hours of 6.00 am and 6.00 pm. This spread of hours may be altered by mutual agreement between Country Energy and employees concerned.

Where agreement is reached between Country Energy and an employee or employees, up to twelve [12] ordinary working hours per day may be worked without the payment of overtime. Where an employee's ordinary hours of work exceed seventy-two [72] in any two-week [2] cycle, the employee shall be paid overtime rates for those hours worked in excess of seventy-two [72].

(ii) Starting and Finishing Times

The starting and finishing times within the spread of hours shall be determined by Country Energy in consultation with the employees concerned.

(iii) Ordinary Hours of Work - Day Workers

- (a) The fortnightly ordinary hours of work for day workers shall be seventy-two [72] per fortnight, to be worked on nine [9] weekdays, in any two [2] week cycle.
- (b) Where Country Energy and the Unions, in conjunction with the employees concerned, agree, the ordinary hours of work may be worked up to a total of one hundred and forty four [144] on nineteen [19] weekdays in any four [4] week cycle.
- (c) An employee who requests to work a thirty six [36] hour, five [5] day week may, with the consent of Country Energy, do so.
- (d) Notwithstanding the provisions of paragraphs (a) and (b) herein, the ordinary hours of work for employees employed in the classifications of Professional Engineer Grades 6, 7 and 8 shall be a thirty six (36) hour, five (5) day week unless otherwise agreed.

(iv) Rostered Days Off

- (a) Where an employee's rostered day off falls on an Award holiday, the employee may either take the next working day as a rostered day off or take another mutually agreed day instead.
- (b) Where mutually agreed employees may defer and accumulate rostered days off to be taken at a mutually agreed time provided that an employee's accumulated rostered days off shall not exceed five [5] in a twelve [12] month period.

(v) Ordinary Hours of Work - Shift Workers

Except as otherwise provided, the ordinary hours of work for shift workers shall be in a roster cycle, the number of weeks in the cycle multiplied by thirty-six.

(vi) Alternative Arrangements

Country Energy, an employee, or group of employees, may enter into alternative arrangements to those in this Clause by mutual agreement.

## 18. Shiftwork

(i) Hours

The ordinary hours of work shall average thirty six [36] per week over a shift roster.

(ii) Shift Work Defined

For the purpose of this Clause, shift work means any work which is to be performed in accordance with a shift work roster arranged in any of the following ways:

- (a) Rotating Roster - comprising two or more shifts in each day worked on an alternating or rotating weekly basis and with one of the shifts being a day shift falling within the spread of ordinary hours of work for the day workers provided for under this Award.



- (b) Afternoon Shift - as part of a rotating roster, shall finish after 6.00 pm but not later than midnight.
- (c) Night Shift - as part of a rotating roster, shall finish after midnight but not later than 8.00 am
- (d) Early Morning Shift - as part of a rotating roster, shall commence after 5.20 am and before 6.20 am.
- (e) Permanent Afternoon or Night Shift - comprising only one permanent shift to be worked each afternoon or each night and not rotating or alternating with any other span of hours.
- (f) Five Day Roster - being either a rotating shift work roster or a permanent afternoon or night shift roster which contains shifts on a five [5] day basis, Monday to Friday inclusive.
- (g) Six Day Roster - being either rotating shift roster or a permanent afternoon or night shift roster which contains shifts on a six [6] day basis, Monday to Saturday inclusive.
- (h) Seven Day Roster - being either a rotating shift work roster or a permanent afternoon or night shift roster which contains shifts on a seven [7] day basis involving each and every day of the week.

(iii) Payment

Employees required to work shift work shall be paid as follows:

- (a) On a rotating roster shall be paid shift allowances as per Table 2 Allowances.
- (b) Permanent Shifts - A shift worker engaged on a permanent afternoon shift or permanent night shift shall be paid, in addition to the ordinary-time rate of payment, an allowance of thirty [30] percent.
- (c) Shift allowances are not included in the calculation of overtime.
- (d) The shift allowance and penalty rates are payable during periods of annual leave.
- (e) Saturdays, Sundays and Award Holidays - A shift worker who works the major part of a normal shift or an entire normal shift (as part of a rotating or permanent shift roster) on:
  - Saturday shall receive 1.5 times ordinary time rate of pay in lieu of shift allowance.
  - Sunday and Award holidays shall receive 2.0 times ordinary time rate of pay in lieu of shift allowance.
- (f) Alternative Arrangements - Shift workers, who make arrangements between themselves or who at their request, work in excess of the hours of rostered shifts or change shifts shall not be entitled to payment of overtime for the excess hours or for the changed shifts. Any arrangement shall be only with the approval of Country Energy.

(iv) Shift Work - Change of Roster and Change of Shifts

A shift worker whose shift or shifts are changed within a roster shall be paid double ordinary time rate for the first changed shift. This provision shall not apply where two [2] day's notice of change is given.

Where notice is given on or before the second day preceding the change of shift or change of roster an employee who works an additional shift or shifts may take time off in lieu at a mutually agreed time. If it is impracticable to allow the employee to take time off within a period of eight [8] weeks, the employee shall be paid for any additional shift worked at double ordinary time rate.

(v) Non Shift Workers Required To Work Shift Work

A non shift worker given less than one [1] week's notice to work as a shift worker shall be paid not less than ordinary time rate plus thirty [30] per cent for each shift worked during a period of seven days.

### 19. Overtime

(i) Requirement to Work Reasonable Overtime

It shall be a condition of employment that employees shall work reasonable overtime to meet the needs of Country Energy.

(ii) Sixteen Hour Working Period

(a) An employee shall not be permitted to work more than sixteen [16] hours in any twenty four [24] hour period.

(b) The twenty four [24] hour period shall be calculated from the commencement time of the sixteen [16] hours worked.

(iii) Payment for Working Overtime

An employee, including a shift worker, required to perform work in excess of the usual ordinary working hours or outside the usual working hours, shall be paid as follows:

(a) Monday to Midday Saturday:

1.5 times ordinary time rate for the first two [2] hours. The first two [2] hours includes overtime performed immediately before and after usual hours.

2.0 times ordinary time rate after two [2] hours.

(b) After Midday on a Saturday, a Shift Workers Rostered Day Off and all day Sunday:

2.0 Times ordinary time rate.

(iv) Time Off In Lieu Of Overtime Payment

(a) By agreement, an employee may elect to take time off equivalent to time actually worked in lieu of payment.

(b) Country Energy shall provide payment at the relevant overtime rate for any overtime worked which was to be taken as time off in lieu and which has not been taken with two [2] months of accrual.

(v) Standing By

An employee required to stand-by in readiness to work overtime shall be paid at ordinary time rate of pay from the commencement of stand-by until released or until commencement of overtime.

(vi) Minimum Payment for Recall to Work Overtime

(a) An employee notified at work to commence overtime later than one [1] hour after the usual ceasing time, or earlier than two [2] hours before the usual starting time shall be paid a minimum of four [4] hours pay at overtime rates.

(b) An employee notified after the completion of the day's work to work overtime which is not continuous with the usual hours of work shall be paid a minimum of four [4] hours pay at overtime rates.

- (c) The minimum payment of four [4] hours shall not apply in cases where overtime is continuous, subject to a reasonable meal break, with the completion or commencement of an employee's usual working hours.
- (vii) Rest Period After Overtime
- (a) Where reasonably practicable, employees shall have at least ten [10] consecutive hours off duty before commencing ordinary time work.
  - (b) If the period between completion of overtime and the start of ordinary time is less than ten [10] hours, the employee shall have a ten [10] hour rest period without loss of pay for any ordinary hours which fall in the rest period.
  - (c) An employee who is required to work without having had a ten [10] hour rest period, shall be entitled to double ordinary time rate of pay until a ten [10] hour rest period is taken without loss of pay for any ordinary hours which fall in the rest period.
  - (d) Rest periods shall not apply if any employee works overtime for less than four [4] hours.
  - (e) An employee, recalled to work overtime between midnight and 4:00 am on the following day, shall be entitled to extend the usual commencing time on the day following by an equivalent period.
  - (f) An employee, who is required to commence work at the usual commencing time, shall be entitled to double ordinary time rate of pay for the equivalent period by which the employee would have otherwise extended the usual commencing time.
  - (g) Where an employee is entitled to a rest period and the rest period coincides with an Award holiday, the employee shall be entitled to defer starting time by time equivalent on the next ordinary working day.

## 20. On-Call

(i) Definitions

(a) On Call

An employee designated as On Call shall mean an employee required being available for emergency and/or supply interruption work at all times outside the employee's usual hours of work.

Participation in the on call roster shall be open to all employees who possess the skills and competencies required to undertake the role. The On Call Roster will be voluntary on and off.

On Call is not overtime that has been pre-arranged prior to the employee's normal ceasing time. Overtime shall be paid at the appropriate overtime rates in accordance clause 19 - Overtime of the Award.

(b) Emergency and/or Supply Interruption Work

On Call is emergency and/or supply interruption work that includes restoring supply and returning to safe operating conditions any plant and equipment. It also includes restoring and/or operating essential IT equipment and opening call centres other than in accordance with normal rosters to attend to high call volumes during emergency and supply interruption conditions.

## (c) Call Out

A Call Out is the time from which an on call employee receives a call, or calls, for emergency and/or supply interruption work, to the time the employee arrives home. A Call Out includes work involving any further calls for service which the employee may receive whilst out on duty or before arrival at home. Where a Call Out continues into an employee's ordinary working hours double rates of pay continue until the employee is directed to other work or is released from duty.

Where a call out does not require the employee to leave their home or physically attend, the employee is considered on duty for the period of the minimum time payable (2 hours). Any further calls within that period do not qualify as additional Call Outs, and therefore do not attract additional minimum payments.

## (d) Number of Employees On Call and Call Out Arrangements

At locations where there are eight (8) or more on call employees, a minimum of two (2) on call positions shall be in place concurrently. Variations to this may be applied to meet local needs based on call volumes and work load.

The preferred rostering arrangements will be one (1) week in four (4).

Positions on the roster may be filled by multiple employees on a weekly rolling basis

At locations where only one (1) on call position is in place, when assistance is required the first call back (at two hour minimum) will come from the remaining rostered on call employees. Should further assistance be required the minimum four (4) hour provisions of Clause 19 - Overtime shall apply.

## (ii) Availability

- (a) An employee on call shall be in the general vicinity of the On Call area for which they are responsible and be contactable at all times and respond to Call Outs without undue delay.
- (b) The employee shall not engage in activities or be committed in a way that would prevent the employee immediately responding to a Call Out.
- (c) An employee shall not be required to be constantly available beyond four [4] weeks where other employees are available for duty.
- (d) Where no other employees are available for inclusion in an On Call roster, the employee concerned shall have at least one [1] weekend, comprising two [2] consecutive days off duty, in each four [4] weeks, without reduction in the Call out allowance.

## (iii) Availability Allowance - On Call

- (a) The weekly On Call Allowance is \$170.00 per week for the duration of this Award.
- (b) The On Call payment shall continue to be paid to the employee during periods of leave and worker's compensation, on the basis of the employee's usual payment, if the employee has been On Call constantly or on a roster, for a period of at least one month prior to leave.
- (c) Where an employee works to a roster, the allowance shall be divided by the number of weeks on call in the rolling period and paid equal amounts for each week in the period.
- (d) An employee who performs extra duty during the employee's usual rostered off period shall receive pro rata payment for the extra duty as follows:

Payments for a full or part ordinary day at 20% of the allowance for a weekday.

For a full or part Saturday, Sunday or Award holiday at a rate of 30% of the allowance

- (e) An employee shall be entitled to On Call Allowance or part thereof, only if the original rostered on call employee is away for the following reasons:

Due to illness - sick leave/workers compensation

Country Energy commitments, including approved leave, cause the original rostered on employee to be unavailable to fulfil their roster.

Special Leave, Bereavement, Jury Duty, etc

Due to stand Down - excessive hours worked

This will not apply to personal roster swaps or planned unpaid leave.

- (iv) Experience Allowance

For each completed year of experience on the on call roster the on call allowance shall be increased by one percent for each individual employee, up to a maximum of 20 percent, i.e.,

One completed year - one percent increase

Five completed years - five percent increase

Ten completed years - ten percent increase

Twenty completed years - twenty percent increase

- (v) Payment for Call Outs

Payment shall be at double ordinary time rate of pay for the time required to complete each call out not during normal time.

- (vi) Minimum Payment

The minimum time payable for a call out shall be two (2) hours at double ordinary time rate of pay.

- (vii) Other Allowances

Employees on call shall be entitled to all other allowances that may be applicable as prescribed by the award

- (viii) Rest Period after Call Out

- (a) An employee who works during the eight (8) hours immediately preceding the employee's usual commencing time shall be entitled to defer the usual commencing time with out loss of pay by a period equal to the actual time worked within those hours.

Providing that, where the employee has not had at least a continuous six (6) hour rest period in the eight (8) hours preceding usual commencing time, the employee shall be entitled to defer the commencing time by five (5) hours from the normal starting time.

- (b) Notwithstanding the sub paragraph above this paragraph, where because of emergencies, an on call employee is directed and fit to commence work at the usual starting time and/or works into the usual starting time, the employee shall be paid at double ordinary rates for the period of time which the employee otherwise would have deferred their usual starting time.

(ix) Work on An Award Holiday

Employees shall be granted the following as Award holidays with pay:

Any day proclaimed as a State wide holiday

Union Picnic Day, to be held on a mutually agreed day with a reasonable level of service to be maintained on the day.

An on call employee who services any portion of the award holiday shall be entitled to claim the extra day in lieu

For each award holiday an employee is required to be on call the employee shall have one day added to their annual leave. When a roster changeover day occurs on an award holiday, this shall apply to both roster periods.

(x) Rostered Days Off

Where a scheduled RDO falls in a week when the employee is to be rostered on call, the RDO shall be rescheduled.

(xi) Telephone and Telephone Allowance

A mobile telephone will be provided for business use to employees who participate in a one in eight roster or less. For all others a shared mobile will be provided. The Telephone Allowance in Clause 43 - Telephone Allowance of the Country Energy Award will only be approved where an employee resides in a location where there is no mobile telephone service.

(xii) Rosters

The structure and operation of rosters is to be developed in conjunction with employees having regard to the number available for on call and the requirements of the specific location. Wherever possible regional areas should adopt a common roster change over date, however, if locations by majority have a preference for a particular day the alternative day shall be implemented by mutual agreement.

(xiii) Extra Leave

Employees who participate in an on call roster will have extra hours calculated on the basis of one (1) hour per week worked on the roster.

## 21. Meal Times and Allowances

(i) Meal Breaks

(a) An employee shall not, at any time, be compelled to work for more than five [5] hours without a break for a meal.

(b) Day workers shall be allowed, without pay and on each ordinary working day, a break in their ordinary hours of work for a meal. Each such meal break shall be for an unbroken period of at least half [0.5] an hour. The time of taking and the duration of meal breaks may be changed by mutual agreement. As far as possible, meal breaks shall be programmed after the completion of five [5] hours work.

(c) The provisions of this sub-clause may be applied to shift workers when working on a day shift which falls within the ordinary hours of work for day workers.

(ii) Shift Workers Meal Breaks

Shift workers shall be allowed, in each ordinary working shift, a paid meal period of twenty [20] minutes for a meal.

(iii) Working in Usual Meal Break

Where an employee is requested to work through the usual meal break time due to special circumstances, the employee shall be paid at ordinary time and one half for the period by which the meal break was deferred. Alternatively, by mutual agreement, the employee can take time off with pay, equal to the time by which the meal break was deferred.

(iv) Meal Times

The times fixed for the taking of meal breaks during ordinary working hours may be varied by mutual agreement between an individual or a group of employees and their immediate supervisor.

(v) Overtime Meal Breaks

An employee required to work overtime shall be allowed an interval or intervals for a meal on the following basis:

(a) An employee who works one and one half [1.5] hours or more overtime continuous with the employee's ordinary day's work shall be allowed a meal break of twenty [20] minutes which shall be paid for at the appropriate overtime rate. The meal break may be taken, by mutual agreement, at the commencement of, during or at the conclusion of the overtime period.

(b) An employee working overtime shall be allowed a meal break of twenty [20] minutes which shall be paid for at the appropriate overtime rate after each period of four [4] hours of overtime worked.

Meal breaks so allowed shall be taken during the overtime period by mutual arrangement, provided that an employee shall not be compelled to work for more than five [5] hours without a meal break.

(c) Meal breaks with pay allowed in accordance with this sub-clause shall be deemed to be time worked for the purpose of calculating the overtime rate payable under this Clause.

(vi) Overtime Extended Meal Breaks

Meal breaks, where allowed during a period of overtime, may be extended to not more than one [1] hour, provided that any extension beyond twenty [20] minutes shall be taken without pay.

(vii) Overtime Meal Allowance

An employee entitled to one [1] or more meal breaks in accordance with paragraph (v) of this sub-clause shall be paid, in respect of periods of overtime, a Meal Allowance as set out in Table 1 - Allowances.

(viii) Shift Work Meals and Overtime

The provisions of this sub-clause relating to meal breaks during periods of overtime and to the payment of meal allowances are mutually applicable to shift workers required to work overtime outside the hours of their ordinary rostered shift, except in cases where, by an approved arrangement made between themselves or at their request, excess time is incurred in changed shifts or in their ordinary rostered shifts.

(ix) On Call Included

The provisions of this sub-clause apply to employees engaged in after hours On Call and Standing By emergency and/or breakdown work which shall, for the purposes of this Clause, be deemed to be in the nature of overtime.

## 22. Travelling Time and Fares

(i) Normal Travel to and From Work

Time spent by an employee in normal daily travel, to and from the employee's home and normal place of work to attend for work, shall be at the employee's expense and without payment.

(ii) Additional Travel to and From Work

Time spent by an employee in travel, outside the usual working hours and in addition to the employee's normal travel time to attend for work, overtime or employer arranged training not related to the employee's current or possible future appointment or grading, will be paid at the appropriate overtime rate.

(iii) Travel Time for Training

Time spent by an employee in travel, outside the usual working hours and in addition to the employee's normal travel time to attend employer arranged training which is related to the employee's current or possible future appointment or grading, will be at ordinary time rate.

This does not apply for time in excess of two (2) hours per day, or for travel on a Saturday, Sunday or Award/Public Holiday. These periods shall be paid at the appropriate Overtime rates or by mutual agreement, can be taken as time in Lieu.

(iv) Normal Place of Work

An employee's normal place of work is the location to which an employee is usually attached and is regularly used as the employee's base or headquarters or normal place of work.

(v) Payment of Fares

The employee shall be reimbursed for any additional fares which the employee has reasonably incurred in respect of a period of additional travel.

(vi) Use of Private Vehicle

An employee who agrees to undertake additional travel in a private motor vehicle shall receive, in addition to payment for travelling time, reimbursement for the casual use at the Australian Tax Office rates.

(vii) Reasonable Travelling

When calculating travelling time, the most reasonable way and the most expeditious route available will be used.

(viii) Travel Within Minimum Period

An employee entitled to a minimum period payment for overtime or other penalty work shall not be entitled to payment for travelling time where the travelling occurred within that minimum period.



(ix) On Call Excluded

This Clause does not apply to travelling involved in after hours On Call emergency and/or Supply Interruption work.

### 23. Annual Leave

- (i) Country Energy shall grant each employee 144 hours (four [4] week's) Annual Leave which shall be taken in accordance with the *Annual Holidays Act 1944* (as amended).
- (ii) Rostered days off (RDO) do not accrue during periods of leave.
- (iii) Employees shall not commence annual leave whilst on sick or accident leave
- (iv) Shift Workers
  - (a) Country Energy shall grant an additional one half [0.5] of a week as paid Annual Leave to shift workers working to a shift roster covering six [6] days per week, Monday to Saturday.
  - (b) Country Energy shall grant an additional week as paid Annual Leave to shift workers working to a shift roster covering seven [7] days per week, Monday to Sunday.
  - (c) Payment for the additional Annual leave shall include the shift allowance and penalties. An employee who has worked as a six [6] day or seven [7] day shift worker for a portion of the year shall be granted additional leave on a proportionate basis.
- (v) Country Energy shall not pay an employee in lieu of Annual Leave whilst the employee remains an employee of Country Energy.
- (vi) Payment for Recall to Work Whilst on Annual Leave
  - (a) An employee, who is recalled to work whilst on Annual Leave, shall be paid at the rate of double time, such rate to continue until they are relieved from duty, in addition to the annual Leave payment made for that day.
  - (b) An employee who is recalled to work outside of their usual hours, whilst on Annual Leave, shall be paid at the rate of double time and one half until released or their normal working hours commence.
  - (c) An employee Recalled to work whilst on Annual Leave shall be paid a minimum of four [4] hours pay at the appropriate rate, either a) or b) above.

### 24. Award Holidays

- (i) Employees shall be granted the following days as Award Holidays with pay:
  - (a) Any day proclaimed as a State-wide public holiday.
  - (b) Union Picnic Day. The Picnic Day shall be a recognised holiday for employees who are members of the Unions party to this Award.
  - (c) By agreement in accordance with local community arrangements a day other than the prescribed Union Picnic Day may be taken as a substitute day.
- (ii) Payment for Work on an Award Holiday An employee, including a shiftworker:
  - (a) who is required to work on an Award holiday or the day substituted, shall be paid at the rate of double time, such rate to continue until they are relieved from duty, in addition to the usual pay for the day.

- (b) who is required to work outside of their usual working hours on an Award Holiday shall be paid at the rate of double time and one half until released. For a shift worker this includes overtime which is continuous with the beginning of an Award holiday.
  - (c) Who is required to work on an Award holiday shall be paid for a minimum of four [4] hours work at, at the appropriate rate, either a) or b) above.
- (iii) Employee Absent Prior to and After an Award Holiday
- (a) An employee shall not be entitled to payment for an Award Holiday if absent from work without approval on the ordinary day before or after the Award Holiday.
  - (b) Upon request from Country Energy, evidence of attendance at the Picnic Day will be sufficient if a butt of the ticket to the Picnic Day is produced in order to claim payment for the day.
- (iv) Award Holiday During Leave of Absence
- An employee, absent without pay for more than five [5] consecutive working days, shall not receive payment for any Award Holiday which occurs during the absence.
- (v) Award Holiday for Shift Workers
- (a) Rostered Day Off
- If an Award Holiday occurs on an employee's rostered day off under a shift roster system, then the rostered day off must be paid for at ordinary rate or another rostered day off allowed.
- (b) Normal Rostered Shift
- A shift worker who works the major part of a normal shift or an entire normal shift on an Award Holiday shall have one [1] day added to their Annual Leave.
- (vi) Additional Holiday
- All employees shall, in addition to any day proclaimed as a State-wide public holiday, shall be entitled to leave on full pay of one [1] working day falling between Christmas and New Year's Day each year which is recognised as being in lieu of local community show days etc, provided that employees required to work on the Additional Holiday shall not be paid penalty rates but shall be allowed time off equivalent to that worked, without loss of pay.

## 25. Sick Leave

- (i) An employee who is absent from work due to personal illness or injury, not due to injury by accident arising out of and in the course of employment, shall have access to Sick Leave with pay subject to the following:
  - (a) An employee shall where possible notify their manager/team leader, within one [1] hour of the employee's usual starting time, of the employee's inability to attend on account of personal illness or injury and advise of the estimated duration of absence.
  - (b) An employee will not be required to produce medical certificates except as required in Clause 25 (c). However, an employee is required to satisfy their manager/team leader that an absence is due to personal illness or injury.
  - (c) The management of Sick Leave shall be in accordance with Country Energy's Sick and Personal Carers Leave Policy. If an employee is to undergo sick leave case management, the employee may be required to produce satisfactory medical evidence.

- (d) Where an employee has a long term illness, which has caused the employee to be absent for more than six [6] months, Country Energy will consult with the employee's union and the employee's medical adviser or refer the employee to a nominated medical practitioner to determine the likelihood of the employee returning to work. If the medical advice confirms that the employee will be unable to return to work, Country Energy may terminate the employee's service.
- (e) Where it has been established, on medical advice, that the employee is unlikely to return to work because of the employee's illness or injury, Country Energy may terminate the employee's service. In addition to other termination of employment entitlements, the employee will be paid an amount equivalent to two [2] weeks pay for each year of service with Country Energy up to a maximum of twenty six [26] weeks pay plus four [4] weeks pay in lieu of notice.

(ii) Avoidance of Duplicate Benefits

An employee, who has been granted Sick Leave under this Clause, and who in respect of the same period of Sick Leave receives compensation under any Act or law, shall reimburse Country Energy from that compensation, any amounts paid as Sick Leave.

(iii) Existing Accumulation

- (a) Employees shall have their untaken Sick Leave accumulated as at 30 June 1997 preserved. An employee shall be paid their preserved balance where an employee's service is terminated because the employee is unable to return to work under sub-clause (i) (d) or (e) above, or where an employee is made redundant by Country Energy, or when an employee retires permanently from the workforce in accordance with Clause 5 (iv) and (v) of this Award.
- (b) Where an employee dies, the preserved balance shall be paid to the employee's legal representative.

(iv) Illness During Annual and Long Service Leave

If an employee suffers personal illness or injury for a period of at least five [5] consecutive days whilst on Annual or Long Service Leave, the employee will be granted additional leave equivalent to the period of personal illness or injury which occurred during the leave. In these circumstances, satisfactory medical evidence will be necessary.

## 26. Personal Carer's Leave

- (i) An employee shall have access to Personal Carers Leave with pay to provide short term care and support for immediate family members when they are ill. Personal Carers Leave is not long term indefinite leave and only applies where no other carer is available until alternative arrangements can be made. The employee is obligated to put in place alternative care arrangements as soon as possible.
- (ii) An employee, who needs to take Personal Carers Leave, shall notify their manager/team leader at the first opportunity.
- (iii) The management of Personal Carers Leave will be in accordance with Country Energy's Sick and Personal Carers Leave policy.
- (iv) Immediate family includes the employee's spouse (including former spouse, a de facto spouse and a former de facto spouse), same sex partner, or a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling and a relative of the employee who is a member of the same household.

### 27. Long Service Leave

- (i) Country Energy shall grant each employee Long Service Leave on full pay as follows:

Length of Continuous Service	Amount of Leave
After 10 Years	13 weeks
Between 10 and 15 ears	1.7 weeks per year
Between 15 and 20 ears	2.7 weeks per year
After 20 ears	2.7 weeks per year

- (ii) Accrual of Leave

Long Service Leave shall accrue during a period of continuous service on a pro rata basis proportionate to the scale of leave set out above. However, the amount of accrued leave which an employee has shall be reduced by any period of leave previously taken.

- (iii) Taking of Leave

An employee shall not be entitled to take any period of Long Service Leave until the employee has completed ten [10] years continuous service with Country Energy. The taking of Long Service Leave shall be at a time convenient to, and by mutual arrangement with Country Energy, but at the discretion of the employee.

- (iv) Fragmented Leave

Long Service Leave may, be taken in separate periods of not less than one [1] week.

- (v) Notice of Leave

An employee shall give Country Energy at least one [1] month's notice of the taking of Long Service Leave. However, a shorter period of notice may be given in cases of unforeseen events which necessitate an employee taking leave.

- (vi) Continuous Service

For the purposes of this clause, continuous service shall mean employment in New South Wales with any city, municipality, shire, county district or other local government body or Electricity Commission of NSW, including its subsequent derivatives, or employment in New South Wales with any person or corporation which has supplied or is supplying electricity to the public under franchise agreement in accordance with sections 420 and 506B of the *Local Government Act 1919*, or with any person or corporation which has supplied or is supplying electricity to the public and from one such body to another, which is unbroken by a period of employment or absence outside the service of any such body, provided that:

- (a) Service with any such body shall be taken as prescribed by the appropriate Awards or industrial agreements relating thereto;
- (b) Any absence without payment, not exceeding one [1] month, between periods of employment with any such body, which involves genuine illness or injury or is required for the purpose of attending to matters of a domestic or personal nature in preparation for the taking up of a new appointment, shall be deemed not to have interrupted the continuity of service;
- (c) Any absence without payment which exceeds one [1] month between periods of employment with any such body shall be subject to special consideration of the reasons involved and shall be approved by Country Energy before being accepted as not having interrupted the continuity of service.

(vii) Periods Not Included

Periods which shall not be included in the calculation of continuous service are unpaid absences and periods between separate periods of employment with Country Energy except as provided for in Clause 27 (vi) (c).

(viii) Transfer of Credits/Payments

Recognition of previous service as defined in subparagraph (vi) (a) of this paragraph and any consequential transfer of credits or transfer of payments shall be limited to such bodies where there is reciprocal recognition and arrangements for credit of past service with Country Energy.

(ix) Payment

(a) Allowances - An employee who regularly receives payment of On Call and Standing By allowances, shift allowances or any allowance payable as an all purpose allowance, will receive payment of those allowances during periods of Long Service Leave on the same basis of payment or average payment to the employee in the four [4] week period prior to the date of commencement of the leave.

(b) Full Pay - During a period of Long Service Leave, an employee shall be paid in addition to allowances, the employee's ordinary rate of pay which the employee would have received for the period had the employee not been on leave. Provided that in the case of a part time employee, the payment of leave shall be calculated by averaging the employee's hours over the previous twelve [12] months.

(c) Payment Before Leave - An employee shall be entitled to receive payment for the full period of Long Service Leave prior to the date upon which the leave commences.

(x) Holidays Excluded

Long Service Leave shall be exclusive of all Award Holidays which occur during the period of such leave.

(xi) Termination of Employment

(a) Ten [10] Years

Where an employee has completed at least ten [10] years continuous service, and the employee's employment is terminated for any reason, or the employee dies, the employee or the employee's legal representative, shall be paid the amount due for the employee's accrued Long Service Leave.

(b) Short Service

Where an employee has completed at least five [5] years service and employment is terminated by Country Energy for any reason, or by the employee on account of illness, incapacity or other domestic or pressing necessity, or by reason of death Country Energy shall pay to the employee or the employee's legal representative the monetary equivalent of the employee's accrued Long Service Leave.

(c) Payment on Termination

On termination of employment, an employee shall be paid the ordinary rate of pay, excluding allowances, for accrued Long Service Leave.

(xii) No Payment In Lieu

Country Energy shall not pay an employee in lieu of Long Service Leave, whilst the employee remains an employee of Country Energy.

### 28. Jury Service Leave

- (i) An employee shall notify Country Energy as soon as possible of the date upon which they are required to attend for Jury Service.
- (ii) An employee shall be paid by Country Energy the difference between the Jury Service fee received and the employee's ordinary time rate of pay for Jury Service during the employee's usual ordinary working hours.
- (iii) An employee who attended Jury Service during a period of Annual or Long Service Leave or paid Maternity Leave shall, on application and on production of satisfactory evidence, be credited with leave, for the period during which the employee would have been on annual or long service leave had the employee not been on Jury Service.

### 29. Parental Leave

- (1) Employees shall have, in connection with the birth or adoption of a child, maternity, paternity or adoption leave in accordance with the provisions of the NSW *Industrial Relations Act 1996*.
- (2) An employee shall, subject to the completion of twelve [12] months continuous service with Country Energy, be entitled to;
  - (a) maternity leave with full pay for a period of 14 weeks, or, in the alternative, 28 weeks at half pay and;
  - (b) adoption leave with full pay for a period of 14 weeks, or in the alternative, 28 weeks at half pay and;
  - (c) Paternity leave with full pay for a period of 1 week or in the alternative, 2 weeks at half pay.
- (3) An employee shall be entitled to such additional leave without pay as shall amount in aggregate to a total period of maternity leave and adoption leave not exceeding fifty-two (52) weeks.
- (4) In accordance with this Clause, an employee may utilise the whole or part of any Annual Leave and/or Long Service Leave or other paid leave provided that the total period of leave does not exceed fifty two [52] weeks.
- (5) Paid leave of absence granted under this Clause shall be counted as service for the purposes of this Award.
  - a) maternity leave with full pay for a period of 14 weeks, or, in the alternative, 28 weeks at half pay and;
  - b) adoption leave with full pay for a period of 14 weeks, or in the alternative, 28 weeks at half pay and;
  - c) Paternity leave with full pay for a period of 1 week or in the alternative, 2 weeks at half pay.
- (6) An employee shall be entitled to such additional leave without pay as shall amount in aggregate to a total period of maternity leave and adoption leave not exceeding fifty-two [52] weeks.
- (7) In accordance with this Clause, an employee may utilise the whole or part of any Annual Leave and/or Long Service Leave or other paid leave provided that the total period of leave does not exceed fifty two [52] weeks.

- (8) Paid leave of absence granted under this Clause shall be counted as service for the purposes of this Award.

### **30. Bereavement Leave**

- (i) Where an employee's immediate family member dies, the employee shall be granted bereavement leave with pay for any unworked part of the ordinary working day or rostered shift during which the employee was notified of the death and up to a further two [2] ordinary working days or rostered shifts.
- (ii) Immediate family includes the employee's spouse (including former spouse, a de facto spouse and a former de facto spouse), same sex partner, or a child or an adult child (including an adopted child, a step child or an ex nuptial child), parent, parent in law, grandparent, aunt or uncle, grandchild or sibling.

### **31. Union Training Leave**

- (i) An employee may make application to Country Energy for paid leave to attend Union courses/conferences.
- (ii) Country Energy's approval of an application for Union leave is subject to:
- (a) The taking of the leave shall be dependent upon Country Energy being able to make adequate staffing arrangements.
- (b) Training courses/conferences should be for Union delegates or workplace representatives for whom the approved course is of relevance.
- (c) Written application and at least six [6] weeks notice, or other agreed period, for leave shall be given.
- (d) Paid leave will not incur any other payment other than the ordinary rate of pay.
- (e) An annual pool of paid leave up to a maximum of one hundred [100] days will be provided by Country Energy for employees to use for Union leave. Extra leave may be granted by approval of the Managing Director.

### **32. Accident Leave**

- (i) Accident Pay
- (a) An employee, after a period or periods of worker's compensation totalling twenty six [26] weeks, shall be entitled to accident pay for a further period of absence, or absences up to a period of twenty six [26] weeks of incapacity.
- (b) Accident Pay is not payable for the first twenty six [26] weeks of a period of incapacity.
- (c) Accident Pay shall mean a weekly payment of an amount representing the difference between the amount of compensation to which the employee would be entitled to under the NSW Workers' Compensation Act, as amended and the employee's ordinary rate of pay.
- (d) Accident Pay shall be payable only for a period or periods of incapacity while the employee remains an employee of Country Energy.
- (e) An employee shall not be entitled to the payment of Accident Pay in addition to payment for any period of Annual Leave, Sick Leave, Long Service Leave or any Award Holiday, or for any period for which the employee has received a verdict for damages or a payment as settlement for a claim related to a compensation injury.

(ii) Notice of Injury

An injured employee shall give notice in writing, of the injury and circumstances leading to the injury, to Country Energy without undue delay, and shall provide in writing all other information as Country Energy may reasonably require.

(iii) Medical Examination

Nothing in this Clause shall in any way be taken as restricting or removing Country Energy's right under NSW workers' compensation laws, to require the employee to submit for examination by a legally qualified medical practitioner, provided and paid by Country Energy.

If the employee refuses to submit to such examination or in any way obstructs the same, the employee's right to receive or continue to receive Accident Pay shall be suspended until such examination has taken place.

(iv) Damages or Settlement

The employee shall not be entitled to receive Accident Pay if the employee fails to give Country Energy:

- (a) An undertaking that if the employee obtains a verdict for damages against Country Energy in respect of the injury or is paid an amount in settlement of any claim for damages that the employee has made against Country Energy for the injury, the employee will immediately upon receipt of payment or upon receipt of payment by the employee's agent of a verdict for damages or amount in settlement of the claim, repay to Country Energy the amount of Accident Pay which Country Energy has paid.
- (b) An undertaking that where the injury was caused under the circumstances creating a liability in a third party to pay damages and the employee obtains a verdict for damages or is paid an amount of money in settlement of any claims for damages against that third party the employee will out of such verdict or amount of money repay to Country Energy the amount of Accident Pay which Country Energy has paid.
- (c) An irrevocable authority addressed to any third party requiring such third party out of any verdict which may be obtained by the employee against that third party or any amount of money payable to the employee in settlement of any claim for damages made against that third party to pay to Country Energy the amount of Accident Pay which Country Energy has paid to the employee.

### **33. Grievance Resolution Procedure**

- (i) Where an employee has a grievance or dispute concerning an employment matter, they will complete a Grievance Form and the following steps will be taken:

Step 1

The grievance form shall first be discussed with their immediate manager/team leader who will make the necessary enquires, forward the Grievance Form to the Regional HR adviser for recording and assistance if required, and give the employee or employees a response. Every effort will be made to give the employee or employees a response within two [2] working days.

Step 2

Should the grievance or dispute remain unresolved, the employee or employees should request the Regional HR adviser to forward the Grievance Form and any further details to the divisional General Manager who will arrange a meeting, within ten [10] working days, with the relevant people to discuss the matter with a view to resolving the grievance or dispute.



**Step 3**

If the grievance or dispute is still unresolved, the Manager Human Resources or the Manager Workplace Relations Strategy and the appropriate Union official shall be notified and a conference arranged to examine and resolve the matter.

**Step 4**

If the grievance or dispute is not settled by the conference Country Energy and the Union may refer the matter to an agreed mediator for a mediation conference which shall be attended by the employee with their Union representative and a person with appropriate authority from Country Energy. The costs of the mediation shall be met by Country Energy.

- (a) The mediation conference is not to be conducted in a legalistic fashion and shall be approached by all concerned to bring about an agreed solution. The mediator will not make decisions or impose a solution on the parties unless requested to do so, in writing, by both parties.
- (b) If a settlement is reached, the terms of the settlement must be written down and signed by both parties and the mediator before the mediation conference is terminated.
- (c) An agreed settlement shall be binding on the parties and enforceable.
- (d) Either party may terminate the mediation conference, in writing, at any time.

**Step 5**

If the grievance or dispute still remains unresolved, either party has the right to have the matter referred to the appropriate industrial tribunal for conciliation and/or arbitration.

- (ii) During the grievance and dispute resolution procedure, the normal work situation that existed prior to the grievance or dispute arising shall be maintained and no party shall be prejudiced.
- (iii) This procedure shall not prevent Country Energy or the Union from making direct representations to one another on any matter giving rise to or likely to give rise to a grievance or dispute.

**34. Outsourcing**

- (i) Where Country Energy is considering outsourcing work which affects employees, Country Energy shall consult with the affected employees and Unions prior to tendering for such work.
- (ii) Country Energy shall discuss with employees affected and the relevant Union, the effects outsourcing is likely to have on employees and measures to minimise the impact on employees, and shall give prompt response to matters raised by the employees and the Unions, including consideration of employee generated alternatives.
- (iii) Where the work to be outsourced is likely to have a long term (in excess of three [3] months) or major impact on either:
  - (a) a particular geographical location, or
  - (b) a particular classification group, or
  - (c) a particular existing work function

A meeting of the Consultative Committee shall be convened and full details provided prior to the decision to tender.

- (iv) Expressions of interest or tenders when advertised shall be timed so as to provide the employees with an opportunity to submit a conforming expression of interest or tender to do the work to an equivalent standard, timetable, and price.
- (v) If an employee generated conforming expression of interest or tender is submitted, it shall be evaluated together with external submissions received.
- (vi) The Consultative Committee will consider whether the work activity being considered for outsourcing, can be carried out by current employees or whether alternative arrangements, such as permanent part time, temporary or casual employment are a more suitable alternative and make recommendations considered appropriate.
- (vii) Work will only be outsourced or contracted out when it can be demonstrated that either:
  - (a) Insufficient resources are available to meet the current Country Energy work commitment and work timetable, or
  - (b) The failure to complete the work in a reasonable time would jeopardise the safety of the public or impact adversely upon system performance, or
  - (c) The use of outsourcing or contracting to the work is commercially the most advantageous option taking into account; quality; safety; performance; cost; and the overall strategic direction of Country Energy.
- (viii) If after this process has been conducted a decision to outsource has been made, the Contractor engaged to perform the work must:
  - (a) Provide a written undertaking to comply with industry safety, environmental and quality standards.
  - (b) Provide a written undertaking to conform to all Acts, Awards and agreements affecting the employees of the Contractor.
  - (c) The Contractor will have in place employee relations practices and policies to ensure sound employee relations and minimize risk of industrial disputation. Country Energy will negotiate and agree with the relevant union to identify those contractors who have sound employee relations policies and practices.
- (ix) Where an employee's position is no longer required the position holder shall be subject to the provisions of the Salary Maintenance Policy.

### **35. Wet Weather**

Where because of wet weather, an employee stops work; the employee shall be paid for time not worked provided the employee:

- (i) Remains at work until directed to leave work;
- (ii) Stands by as directed; and
- (iii) Reports for duty as directed.

### **36. Tools**

- (i) Country Energy shall provide employees with the necessary tools to perform their duties.
- (ii) Damaged, lost or worn tools shall be replaced by Country Energy.
- (iii) Employees shall use the tools for their intended purpose only.

- (iv) Employees shall exercise all care in the use of and safe keeping of tools.

### **37. Private Motor Vehicle - Allowances**

- (i) Casual Use of Motor Vehicles
- (ii) An employee who, by arrangement, uses a privately owned motor vehicle in their job shall be paid for the casual use at the Australian Taxation Office rates.

### **38. First Aid and Chief Fire Warden Allowances**

#### First Aid Allowance

- (i) All employees will be encouraged to obtain a First Aid Certificate. The costs of obtaining the certificate and the ongoing renewal costs will be met by Country Energy.
- (ii) An employee who is the holder of a current recognised First Aid Certificate and who is designated first aid attendant shall be paid a weekly First Aid Allowance as per Table 3 - Allowances.

#### Chief Fire Warden Allowance

An employee who has received the appropriate training and is designated as a Chief Fire Warden shall be paid a weekly Chief Fire Warden allowance as per table 3 - Allowances

### **39. Leading Hand Allowance**

- (i) An employee employed in a field based position who is in charge of and responsible for a work group comprising that employee and at least two [2] other employees shall be classed as a Leading Hand.
- (ii) An amount per day as per Table 3 - Allowances shall be added to a Leading Hand's usual classification and grade daily rate of pay. This amount shall be payable for all purposes of the Award.
- (iii) An employee may be designated as a Leading Hand on a temporary or on an acting basis to meet short term business needs, and will be paid the allowance daily for all purposes of the Award.

### **40. Aircraft Allowance**

- (i) An employee who is required in the course of employment to be engaged in a rotary or fixed wing aircraft in inspection and reporting on the distribution network shall be paid an allowance as per Table 3 - Allowances, per day or part thereof whilst so engaged.
- (ii) Paid on Overtime - this allowance shall apply during periods of overtime. This allowance is not paid for other purposes.
- (iii) Prior to use by employees the full service history of the particular aircraft to be used are to be made available.

### **41. Isolation & Climatic Allowances**

- (i) Isolation Allowance

Employees permanently attached to a Country Energy Field Service Centre or Office in a town with a population of less than 10,000 which is 250 kilometres or more from a town or city with a population of 20,000 or greater shall be paid a weekly Isolation Allowance as set out in Table 3 - Allowances.

(ii) Climatic Allowance

Employees who work in Jindabyne Field Service Centre (FSC) or other Country Energy Field Service Centre or office which is situated upon or to the west of a line drawn from a point on the right bank of the Murray River opposite Echuca

(Victoria) and then to the following towns in the order stated, Deniliquin, Griffith, Condobolin, Narromine, Coonamble, Gunnedah, Narrabri, Moree and Goondiwindi shall be paid an allowance as set out in Table 1 - Allowances.

(iii) These allowances do not form part of the ordinary rates of pay for the purpose of the calculation of overtime or paid for other purposes.

#### **42. Explosives Allowance**

An employee who is the holder of a Powderman's Certificate of Competency issued by WorkCover and who uses and maintains explosives shall be paid an all purpose allowance as per Table 3 - Allowances.

#### **43. Telephone Allowance**

Employees who are required to provide a telephone at their home for the purpose of Country Energy business, shall be given a quarterly flat rate allowance, which shall be paid in equal weekly instalments, as set in Table 3- Allowances to cover telephone rent, service and equipment charges and business calls. Where, in any quarter, the cost of business calls exceeds the quarterly allowance, the employee shall provide proof of the additional calls and then be reimbursed the cost of the excess calls.

#### **44. Drivers' Licence**

An employee appointed to a position which requires the employee to hold a motor vehicle drivers' licence shall be reimbursed the cost of such license by Country Energy.

#### **45. Training Allowance**

- (i) A Training Allowance shall as per Table 3 - Allowances shall be paid to employees required to provide regulatory training to or carry out the functions below:
- (a) Employees who are required to prepare and present approved regulatory training courses to other staff members.
  - (b) Assessment (of a course and/or individual participant).
- (ii) The Training Allowance shall not apply where the responsibility for the above duties is a function of the employee's appointed position.
- (iii) All training will be paid at ordinary time, if the course has been approved by Country Energy.

#### **46. Movement of Allowances**

Allowances described in the Table of Allowances shall increase at the same percentage rate as the rates of pay other than Meal Allowance, Isolation Allowance and On Call Allowance.

#### **47. Date and Period of Operation**

This Award shall commence on and from the first pay period beginning on or after the 1st July 2007 and shall remain in force up to 30 June 2009.

#### 48. Calculation of Service

- (i) An employee's service with Country Energy for all purposes of this Award shall be taken to be that period from the date of commencement to the date of termination of employment, such dates to be inclusive provided that entitlements due under this Award shall be subject to the deduction of any entitlements taken or represented by payment in lieu thereof made to the employee upon termination of employment or upon transfer from one body to another.
- (ii) Periods included:
  - (a) Service with Country Energy shall include that period with the former electricity distributors Advance Energy, Great Southern Energy and NorthPower provided service is unbroken by a period of employment or absence outside the service of any such body. Service shall include periods of service which has been previously recognised by those bodies.
  - (b) Employment with a Group Training Company during the term of an Apprenticeship/Traineeship for the period/s hosted by Country Energy or the former electricity distributors as listed above.
  - (c) Approved periods of leave with pay.
  - (d) Periods of approved sick leave with pay.
  - (e) Periods of absence for which the employee is entitled to Accident Pay and/or Worker's Compensation.
  - (f) Periods of leave without pay, if specifically approved.
  - (g) Any absence engaged in National Service Training or periods of service under enlistment with any of Her Majesty's Forces, provided the employee has enlisted or been engaged in National Service from and returned directly to the service of Country Energy.
  - (h) Any temporary employment, which is continuous with a period of full time employment.

#### 49. Working Away From Home

- (i) An employee required to remain away overnight shall, except as provided for in paragraph (ii), (iii) and (iv) of this Clause, be entitled to:
  - (a) Have Country Energy pay for accommodation costs only and the employee to be paid beforehand for meal and incidental allowances as per Australian Tax Office approved allowances; or
  - (b) Have Country Energy arrange and pay for accommodation costs, meals and incidental expenses; or
  - (c) A lump sum allowance paid beforehand equal to the Australian Tax Office approved schedule.
- (ii) For Apprentices/Cadets/Trainees attending training, directly in relation to their Training Contract, Country Energy shall provide reasonable Accommodation. All meals and incidental expenses will be covered as per 49 (i) above.
- (iii) Where a Corporate Card has been issued to an employee the Card shall be used to pay for overnight expenses. Any expenses that cannot be paid for by the card shall be reimbursed on supply of receipts.
- (iv) Claims for allowances, except incidentals, cannot be made for employees attending internal training sessions, Inductions, conferences and staff development activities where Country Energy has provided reasonable accommodation and meals.
- (v) Reasonable accommodation, for the purposes of this clause, will be of at least Three [3] Star standard, where possible.

### **50. Salary Sacrifice**

- (i) Employees may elect to receive superannuation benefits in lieu of a proportion of their Award wages. The employee's election to vary this superannuation benefit must be in writing and would occur no more than once per calendar year, in accordance with Clause 51.
- (ii) An employee may elect to receive an in house benefit in the form of a reduction in electricity accounts and/or purchase of white goods up to a total value of \$1330.00 per annum in lieu of receiving the equivalent amount in wages under this Award.
- (iii) A Country Energy motor vehicle with private use approved in accordance with the Motor Vehicle Policy where appropriate.

### **51. Superannuation**

Country Energy will make an additional optional employer contribution of 1 % per annum, for the life of this current agreement, on all ordinary time earnings (OTE).

- (i) Default Superannuation Scheme

Subject to the provisions of relevant superannuation legislation, employees under this Award will have their Superannuation contributions paid into the Energy Industries Superannuation Scheme (EISS).

- (ii) Salary Sacrifice To Superannuation

An employee may elect in lieu of being paid an amount of Award Wages to have an equivalent amount paid by way of Superannuation contributions in accordance with the relevant provisions of the EISS.

Subject to the provisions of relevant superannuation legislation, these contributions shall be paid to the EISS.

The employee's election to vary their superannuation benefit must be in writing and would occur no more than once per calendar year, with effect from 1 July each year.

### **52. Salary Maintenance**

Employees whose positions have been identified as being no longer required or restructured/redesigned to a lesser value and who elect to remain with the organisation will be subject to the salary maintenance provisions of Country Energy's Salary Maintenance Policy from the date of being informed in writing that their position is no longer required. The parties agree that Salary Maintenance and Redeployment policies shall not be altered without consultation and the agreement of the Union parties to this Award.

### **53. Workplace Flexibility**

- (i) Intention

These flexibility arrangements are to apply to short term arrangements between employees and Country Energy which shall be by mutual agreement. They are not to permanently replace the standard Award conditions and should be specifically project orientated. The Unions will be advised in writing of any proposed workplace flexibility alternate arrangements.

- (ii) Consultation

The Unions will be consulted in respect to workplace flexibility alternate arrangements.

(iii) Workplace Flexibility Arrangements

(a) Nature of Arrangements

Under the terms of this Agreement the workplace flexibility arrangements that may be entered into may include, but not be limited to, the following matters:

Hours of Work.

Overtime including accrual and cashing in of time in lieu of overtime.

Travel and accommodation expenses.

(b) Negotiating Workplace Flexibility Arrangements

Discussions leading to agreed workplace flexibility arrangements should be between the relevant manager/team leader, the local Union Delegate and the employees affected by the arrangement. Discussions should include all relevant details including:

Nature of work to be performed; How the work is to be performed; Who is to perform the work; When the work is to be done;

The basis on which payment, or otherwise, is to be made; and The timeframe the arrangement is to run for.

Country Energy will endeavour to source employees from within the regions/Field Service Centres concerned. When insufficient numbers are available, consultation will occur with the relevant Union/s prior to seeking interest external to the region/ Field Service Centres concerned.

Where this occurs and the interested employees exceed the required numbers, the normal selection process shall apply.

(c) Recording the Arrangement

The agreed workplace flexibility arrangement shall be committed to writing.

#### **54. Clothing**

- (i) To fulfil safety requirements relating to the provision of personal protective clothing, Country Energy shall provide personal protective clothing in accordance with an agreed schedule.
- (ii) Employees must ensure they wear and/or use appropriate clothing and/or equipment for the purpose for which it was provided.
- (iii) Clothing will be replaced on a fair wear and tear basis approved by the employee's manager/team leader.

#### **55. Union Delegates' Rights**

Union Delegates at Country Energy shall have the right to:

- (i) Approach, or be approached by a member for the payment of Union dues or other payments, or to discuss any matter related to this member's employment, during working hours.
- (ii) After advising the employer upon arrival and obtaining permission the right of the Union organiser/official and the Union delegate to move freely for the purpose of consulting other delegates during working hours and to negotiate with the management together with other Union delegates on behalf of all or part of the members and on any matters in accord with Union policy affecting the employment of members.

- (iii) Call meetings and for members to attend these meetings on the job, such meetings to be outside of work time unless prior permission obtained.
- (iv) Have protection for victimisation and this right to be expressed in prohibiting the employer seeking to separate the Union delegate from the Union members that elected them without first consulting with the Union.
- (v) Have access to a telephone, computer, intranet and internet, to have within their work proximity suitable cupboards and furniture to enable them to keep records, Union circulars, receipt books, etc so as to efficiently carried out the Union responsibilities.
- (vi) Place notices on notice boards after advising the employer of the notice details. Notices can be placed on notice boards dealing with matters of interest to members and within the policy of Country Energy.
- (vii) Attend meetings (e.g. regional, organisational or delegates) held by the Union in which they hold office without loss of any or rights following the approval of Country Energy.
- (viii) Have all agreements and arrangements negotiated with Country Energy set out in writing, and for these agreements and arrangements, including Awards, to be provided to delegates on request.

### **56. Supply of Residence**

Where an employee is provided with a residence by Country Energy (with or without concessions), the weekly value of such residence and concessions shall be determined by Country Energy.

### **57. Leave Reserved**

The parties will endeavour to ensure that the following matters are resolved during the life of the Award:

- (i) In the absence of consent, the parties agree that the Unions may make application for the variation of the Award to insert a Bargaining Agents Fee.
- (ii) The introduction of a Senior Linesperson Grade.
- (iii) The Annualisation of the 24/7 Rotated Shiftwork
- (iv) A comprehensive review of the application and payment of the Safety Rules Allowance
- (v) Review of the current system driven management of payment in Lieu of Overtime.
- (vi) Review of the current system driven management of accrual of Rostered days Off
- (vii) Review of Working Away from Home provisions and payments.
- (viii) Review of 16 in 24 hour rule and its application to ensure proper fatigue management

The parties consent to the variation of the Award to include any of the above matters once resolved.

## **APPENDIX 1A**

### **UNUSED ACCRUED SICK LEAVE**

It has been agreed in principle that unused preserved sick leave can be (voluntarily by each employee) accessed. There are to be two access dates per year, spreading over more than one financial year, for the life of this current agreement.



**APPENDIX 1 B****COMPETENCIES**

The following Savings and Transition Clause from the 2003-05 Award is reconfirmed.

- (i) The parties are committed to continue the introduction of the Competency Structure as agreed in 2003.
- (ii) During the transition from the old structure to the new competency-based structure, if the structure and criteria has not been implemented, then an employee will be able to progress to the next salary step if the employee has available steps in their range. In addition, if an employee's position value bridges two grades, and then the employee will also be able to progress into the higher grade if he/she has not done so.
- (iii) Upon the introduction of the Competency Structure where a particular competency is required but provision for training is not provided by Country Energy, an employee will progress to the next level under the Progression Schedule at the employee's anniversary for progression)
- (iv) Country Energy will backdate increases that are determined from the implementation of the Competency Structure to either the appropriate date identified for the utilisation of the competencies, or to October 2003, whichever is appropriate.
- (v) If an employee is assessed at a higher level than they occupy, then the employee shall move to that pay level immediately and is not required to wait 12 months.
- (vi) Progression to another band will not be withheld when an employee is assessed as requiring competencies of a higher qualification to perform their role, either having attained the competency or having recognised through Recognition of Prior Learning (RPL).
- (vii) The parties to the Award shall be involved in all aspects of the process of developing and implementing the Competencies Structure. Administration of the new Competency Structure shall be in accordance with the Country Energy Progression Guidelines Manual (CEM7062). Variations to the Progression Guidelines Manual will only be effected after consultation with the parties to the Award.

**APPENDIX 1 G****INDUSTRY EQUALISATION**

- (i) Country Energy agrees to work towards industry uniformity of assessing roles and remuneration of those roles during the life of this Award.
- (ii) To achieve subclause (i) the parties agree to discuss and identify an appropriate mechanism for achieving a uniform method to evaluate Electricity Industry roles.

**APPENDIX 1 D****ISOLATED AREAS - INCLUDING INDIGENOUS ISSUES**

- (i) The Award parties are agreed to proactively support recruitment and employment in isolated areas. The Union parties are also committed to an involvement in developing the terms of reference for such work and the work of the existing Recruitment Group for Isolated Areas.

## APPENDIX 2

TABLE 1: COUNTRY ENERGY RATES OF PAY

Pay Point	\$ 30:06.07	1.7.2007 3:00%	Hourly Rate	1.7.08 3.00%	Hourly Rate	AQF Level
1	436.8	449.90	12.50	463.40	12.87	
2	530.7	546.62	15.18	563.02	15.64	
3	614.57	633.01	17.58	652.00	18.11	
4	688.65	709.31	19.70	730.59	20.29	
5	712.11	733.47	20.37	755.48	20.99	
6	736.24	758.33	21.06	781.08	21.70	
7	748.31	770.76	21.41	793.88	22.05	
8	772	795.16	22.09	819.01	22.75	
9	787.49	811.11	22.53	835.45	23.21	
10	835.94	861.02	23.92	886.85	24.63	
11	869.48	895.56	24.88	922.43	25.62	
12	886.8	913.40	25.37	940.81	26.13	
13	904.61	931.75	25.88	959.70	26.66	
14	922.63	950.31	26.40	978.82	27.19	AQF 3
15	941.3	969.54	26.93	998.63	27.74	
16	960.14	988.94	27.47	1018.61	28.29	
17	979.33	1008.71	28.02	1038.97	28.86	
18	998.68	1028.64	28.57	1059.50	29.43	
19	1018.74	1049.30	29.15	1080.78	30.02	
20	1039.16	1070.33	29.73	1102.44	30.62	
21	1050.05	1081.55	30.04	1114.00	30.94	
22	1059.93	1091.73	30.33	1124.48	31.24	
23	1080.99	1113.42	30.93	1146.82	31.86	
24	1102.78	1135.86	31.55	1169.94	32.50	
25	1124.75	1158.49	32.18	1193.25	33.15	AQF4
26	1170.44	1205.55	33.49	1241.72	34.49	
27	1193.58	1229.39	34.15	1266.27	35.17	
28	1241.99	1279.25	35.53	1317.63	36.60	
29	1267.02	1305.03	36.25	1344.18	37:34	Diploma
30	1291.97	1330.73	36.96	1370.65	38.07	
31	1317.92	1357.46	37.71	1398.18	38.84	
32	1344.41	1384.74	38.47	1426.28	39.62	
33	1371.23	1412.37	39:23	1454:74	40.41	Advanced Diploma
34	1426.67	1469.47	40.82	1513.55	42.04	
35	1455.77	1499.44	41.65	1544.43	42.90	
36	1484.11	1528.63	42.46	1574.49	43.74	
37	1544.11	1590.43	44.18	1638.15	45.50	Technical Management
38	1606.69	1654.89	45.97	1704.54	47.35	
39	1671.41	1721.55	47.82	1773.20	49.26	
40	1738.99	1791.16	49.75	1844.89	51.25	
41	1773.88	1827.10	50.75	1881.91	52.28	
42	1809.21	1863.49	51.76	1919.39	53.32	
43	1919.05	1976.62	54.91	2035.92	56.55	
44	1997.54	2057.47	57.15	2119.19	58.87	

**APPENDIX 3****TABLE 2: COUNTRY ENERGY SHIFT ALLOWANCES**

Clause	Allowance Description	Frequency	Amount 30.06.07	Amount 1.07.07 (3%)	Amount 1.07.08 (3%)
18	Shift		\$	\$	\$
	Afternoon Shift	Per Shift	28.24	29.09	29.96
	Night Shift	Per Shift	35.16	40.00*	41.20
	Early Morning Shift	Per Shift	9.64	9.93	10.23

\* Agreed initial increase.

**APPENDIX 4****TABLE 3 - COUNTRY ENERGY ALLOWANCES**

Clause	Allowance Description	Frequency	Amount 30.06.07	Amount 1.07.07 (3%)	Amount 1.07.08 (3%)
			\$	\$	\$
20	On Call Allowance	Per Week	170.00	170.00	170.00
	Per day Mon to Fri	Per Day*	30.64	30.64	30.64
	Per Day Sat/Sun/Hol	Per Day*	45.95	45.95	45.95
	Duty Officer Allowance	Per Week	118.31	121.86	125.52
	Per Day	Per Day*	23.65	24.36	25.09
21	Meal Allowance	Per meal	12.14	12.14	12.14
38	First Aid Allowance	Per week	13.75	14.16	14.58
38	Chief Fire Warden Allowance **	Per week	**	14.16	14.58
39	Leading Hand Allowance	Per day	54.27#	14.00	14.42
40	Aircraft Allowance	Per day	17.60	18.13	18.67
41	Isolation Allowance	Per week	54.09	54.09	54.09
	Climatic Allowance	Per week	9.51	9.80	10.09
	Per Day at Location	Per day	1.90	1.96	2.02
42	Explosives Allowance	Per week	14.98	15.43	15.89
45	Training Allowance	Per day	30.50	31.42	32.36

\* Not to exceed maximum allowable weekly amount

\*\* New Allowance as of 01.07.07

# Allowance was paid as Per Week. From 01.07.07 Allowance paid daily as set out.

**APPENDIX 5****TABLE 4: COUNTRY ENERGY ELECTRICAL SAFETY ALLOWANCE**

Electrical Safety Allowance Per Week			
	30.06.2007	1.07.2007	1.07.2008
100%	\$44.50	\$74.50	\$104.50
80%	\$35.60	\$59.60	\$83.60
60%	\$26.70	\$44.70	\$62.70

R. W. HARRISON *D.P.*

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Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (DEPARTMENT OF ENVIRONMENT AND  
CLIMATE CHANGE - PARKS AND WILDLIFE GROUP) FIELD  
OFFICERS AND SKILLED TRADES SALARIES AND CONDITIONS  
2007 AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 1075 of 2007)

Before Mr Deputy President Grayson

26 July 2007

**AWARD**

**Arrangement**

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## PART B

### MONETARY RATES AND CLASSIFICATIONS

- Annexure 1: Salary Schedule for Skilled Trades Classification
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(applicable to officers employed prior to 1 July 2005)
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## 2. Title

This award shall be known as Crown Employees (Department of Environment and Climate Change - Parks and Wildlife Group) Field Officers and Skilled Trades Salaries and Conditions 2007 Award.

## 3. Definitions

"Accommodation" means - Home, place of abode or residential address, Commercial: hotel/motel/guest house, or an Established/Non Established camps.

"Act" means the *Public Sector Employment and Management Act 2002*.

"Allocated Days Off" means the day/s that the officer who works set patterns of hours as detailed in this award has off each settlement period as a result of that officer accruing the necessary hours.

"Area Manager", means the officer who manages the parks, resources and officers of an Area and reports to a Regional Manager.

"Award" means an award as defined in the *Industrial Relations Act 1996*.

"Campaign" means those incidents where shift work is introduced by the Incident Controller.

"Casual Employee" means any employee engaged in terms of Chapter 2, Part 2.6 Casual Employees, of the *Public Sector Employment and Management Act 2002* and any guidelines issued thereof or as amended from time to time.

"Contract hours" for the day for a full time officer, means one fifth of the full time 35 hours, as defined in this award. For a part time officer, contract hours for the day means the hours usually worked on the day.

"Crew" means a group of up to five officers assigned under the control of a Crew Leader to undertake incident management duties.

"Crew Leader" means an officer responsible for leading a crew to implement a strategy. The Crew leader ensures the work is undertaken efficiently and safely, and is responsible for managing and recording the crew's operations.

"Crew Member" means an officer diverted from their day-to-day activities to undertake work associated with the management of an incident.

"Department" means the Department of Environment and Climate Change.

"Dependent" means a partner, including same sex partner, husband, wife, child, elderly parent or family member with a disability.

"Director General" means the Director General of the Department of Environment and Climate Change.

"DPE" means the Director of Public Employment, as established under the *Public Sector Employment and Management Act, 2002*.

"Dispute" is a disagreement between officers and the Department concerning employment matters.

"Division Commander" means an officer who is under the direction of an Operations Officer and who is responsible for a number of sectors to which specific work tasks are allocated under incident conditions.

"Duty Officer" means an officer either rostered for duty, or appointed on standby to serve as a divisional, branch or regional after hours contact, and to monitor and coordinate both departmental responses and other responses to a variety of situations including, but not limited to, escalating fire weather conditions, wildfires, search and rescue, marine mammal strandings, security alarms, asset damage, risks to visitor safety. The responsibilities of a duty officer are outlined in the Fire Management Manual and NPWS State Incident Plan.

"Employer for Industrial Purposes" means the Director of Public Employment.

"Employer for all purposes other than Industrial" means the Director General of the Department of Environment and Climate Change.

"Family" means a group of persons of common ancestry, or all persons living together in one household or a primary social group consisting of parents and their offspring.

"Fieldwork" refers to work undertaken in the field in an area away from an officer's normal work location, and which precludes the officer from returning to his normal place of abode at the conclusion of each shift.

"Grievance" is any workplace problem that is a concern, complaint or allegation raised internally by an officer against another officer and requires resolution.

"Incident" means an unscheduled activity such as wildfire suppression, wildlife rescue, flood and storm relief, search and rescue, cetacean stranding, accident and substance spill attendance, or as otherwise approved by the Director General or delegate. (N.B. Does not include hazard reductions).

"Incident duties" means all work involved in emergency incidents effort in which there is Departmental participation from when an event is declared an incident until it is declared over by the Incident Controller. Duties may include: the initial reporting, reconnaissance, organisation of resources, control, mop-up, patrol to completion of incident duties, and may involve office duties in the organisation and direction of the emergency response as well as work at the scene.

"Monday to Friday Workers" are PWG officers whose ordinary hours of work are from Monday to Friday inclusive within the bandwidth hours of 6.00 a.m. to 8.00 p.m.

"Nominated working place" means the location where an officer normally commences work.

"Officer" means an employee in the Parks and Wildlife Group of the Department including those employed on a temporary basis but does not include those employed under individual contracts through employment agencies, officers employed pursuant to the provisions of the Crown Employees (Senior Officer Salaries 2004) Award or those employed in the Senior Executive or Chief Executive Services, or those persons employed and paid as casuals.

"Ordinary working hours" means the average number of hours the officer is required to work each week.

"PWG" means the Parks and Wildlife Group of the Department of Environment and Climate Change.

"Regional Manager" means the officer who manages the parks, resources and officers of a Region and reports to a Branch Director of PWG.

"Rostered Day Off" means a day off in a four week roster period, taken at a time which is operationally convenient to the Department, except those days that are taken as approved leave including time in lieu or as an allocated day off.

"School Based Apprentice" means an officer who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.

"Settlement Period" is the 4 week roster period.

"Seven Day Roster Workers" are officers whose ordinary hours of work may be worked on any day, Monday to Sunday (inclusive) within the bandwidth of 6.00 a.m. - 8.00 p.m.

"Standby" means an approved period of time outside normal working hours, when officers, including Duty Officers, have been directed by the Director General, or delegate, to be readily contactable and to immediately respond as required.

"Supervisor" means the officer's immediate supervisor or manager or any other officer authorised by the Department Head to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.

"Temporary Officer" means any officer engaged in terms of Chapter 2, Part 2.4 Temporary Employees, of the *Public Sector Employment and Management Act 2002* and any guidelines issued thereof or as amended from time to time.

"Unions" mean the Australian Workers' Union - Greater NSW Branch and the Electrical Trades Union.

#### **4. Parties**

4.1 The "Parties" to this Award are:

- (i) Director of Public Employment for the Department of Environment and Climate Change (DECC);
- (ii) The Australian Workers Union - Greater NSW Branch;
- (iii) The Electrical Trades Union.

#### **5. Salaries**

5.1 The salary rates paid to officers covered by this award are specified in Annexures 1 - 3 in this Award.

5.2 The salaries prescribed in Part B Monetary Rates, Annexure 1, reflect increases to the salaries of Skilled Trades Officers and Apprentices and provide for:

- (a) 4% increase in salaries from first full pay period following 1 July 2004
- (b) 4% increase in salaries from first full pay period following 1 July 2005
- (c) 4% increase in salaries from first full pay period following 1 July 2006
- (d) 4% increase in salaries from first full pay period following 1 July 2007



- 5.3 The salaries prescribed in Part B Monetary Rates, Annexures 2 and 3 reflect increases to the salaries of Field Officer classifications and provide for:
- (a) Variable increase in salaries representing an effective across the board average increase of around 5% (in 2004-05) to commence with effect from the first full pay period following 1 July 2004.
  - (b) 4% increase in salaries from first full pay period following 1 July 2005
  - (c) 4% increase in salaries from first full pay period following 1 July 2006
  - (d) 4% increase in salaries from first full pay period following 1 July 2007
- 5.3.1 The salary increases referred to in paragraphs (a) to (d) of subclause 5.3 of this clause, insofar as they apply from the first full pay period on or after 1 July 2004, shall only be paid to those officers employed as at 1 July 2005.
- 5.4 No officer, whose employment commenced before 4 August 2005, will suffer a decrease in their substantive salary as an outcome of entering into this award.
- 5.5 The salary rates are all inclusive of the following allowances:
- (a) Diving
  - (b) Kosciusko
  - (c) Dry Cleaning
  - (d) Flying

All allowances cited in Schedule A of the Crown Employees Wages Staff (Rates of Pay) Award 2005 as applying to the Crown Employees (Skilled Trades) Award have been included in salary rates for trades staff under this award, with the exception of:

- (i) Asbestos allowance
- (ii) Tool allowance (electrician)

## **6. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation**

- 6.1 The entitlement to salary package in accordance with this clause is available to:
- (i) permanent full-time and part-time officers;
  - (ii) temporary officers, subject to Departmental convenience; and
  - (iii) casual employees, subject to the Departmental convenience, and limited to salary sacrifice to superannuation in accordance with subclauses 6.7-6.9.
- 6.2 For the purposes of this clause:

"salary" means the salary or rate of pay prescribed for the officer's classification shown in Part B - Monetary Rates, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.

"post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.

- 6.3 By mutual agreement with the Director General, an officer may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- 6.3.1 a benefit or benefits selected from those approved by the DPE; and
  - 6.3.2 an amount equal to the difference between the officer's salary, and the amount specified by the DPE for the benefit provided to or in respect of the officer in accordance with such agreement.
- 6.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 6.5 The agreement shall be known as a Salary Packaging Agreement.
- 6.6 Except in accordance with subclause 6.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the officer and the Director General at the time of signing the Salary Packaging Agreement.
- 6.7 Where an officer makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the officer may elect to have the amount sacrificed:
- 6.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
  - 6.7.2 where the Department is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
  - 6.7.3 subject to the Department's agreement, paid into another complying superannuation fund.
- 6.8 Where the officer makes an election to salary sacrifice, the Department shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 6.9 Where the officer makes an election to salary package and where the officer is a member of a superannuation scheme established under the:
- 6.9.1 *Police Regulation (Superannuation) Act 1906*;
  - 6.9.2 *Superannuation Act 1916*;
  - 6.9.3 *State Authorities Superannuation Act 1987*; or
  - 6.9.4 *State Authorities Non-contributory Superannuation Act 1987*,
- the Department must ensure that the officer's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 6.10 Where the officer makes an election to salary package, and where the officer is a member of a superannuation fund other than a fund established under legislation listed in subclause 6.9 of this clause, the Department must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 6.11 Where the officer makes an election to salary package:
- 6.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
  - 6.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an

officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the officer's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the officer under Part B Monetary Rates this Award if the Salary Packaging Agreement had not been entered into.

- 6.12 The DPE may vary the range and type of benefits available from time to time following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 6.13 The DPE will determine from time to time the value of the benefits provided following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the officer may elect to terminate the Salary Packaging Agreement.

## 7. Allowances

- 7.1 Expense related allowances will be indexed from 1 July each year by the amount for the national Consumer Price Index, as published by the Bureau of Statistics.

### 7.2 Boot Allowance

A boot allowance is payable to any officer who works in the field where suitable boots are not provided by the Department. The allowance is to be a maximum of \$111 per pair of boots, on condemnation of the previous pair, endorsed by the Area Manager, Regional Manager or Branch Director of PWG.

### 7.3 Field Allowance

7.3.1 This allowance replaces camping allowance contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any successor instrument to that Award.

7.3.2 This allowance is payable when an officer is required to stay overnight at a place other than their place of abode or commercial accommodation.

7.3.3 The amounts payable per day of 24 hours, or part thereof (which must involve an overnight stay), are:

- (i) where meals are provided by the Department, \$50 or \$2.08 per hour
- (ii) where meals are not provided by the Department, \$80 or \$3.33 per hour

7.3.4 The Department will provide the necessary equipment.

7.3.5 In the exceptional circumstances where equipment is not supplied, no additional allowance is payable.

### 7.4 Remote Area Allowance

7.4.1 The remote area allowance seeks to compensate officers for increased costs of living, the climatic conditions of areas designated "remote" and the level of disturbance to partners and family.

7.4.2 Remote area means the area of the State of N.S.W. situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order, namely, Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town. It also includes Nadgee, Montague Island and Lord Howe Island.

7.4.3 The allowances specified in subclause 7.4.5 Table 1 of this clause, will be paid to those officers who meet the criteria set out in the Personnel Handbook and who live in a remote area as defined in subclause 7.4.5 Table 2 of this clause.

7.4.4 The allowance replaces the Commonwealth allowance paid to officers on Lord Howe Island.

7.4.5 The rates of the allowances will be:

**Table 1**

Grade	With Dependents Per annum	Without Dependents Per annum
A	\$3,000	\$2,100
B	\$4,000	\$2,800
C	\$5,000	\$3,500

**Table 2**

Grade "A" All locations in remote areas, as defined, except those specified as Grade B or C and including Nadgee.

For the purpose of this Award the following locations will be included in Grades "B" and "C".

Grade "B" is payable to officers living in the following locations:  
Angledook, Barrigun, Bourke, Brewarrina, Clare, Engonia, Goodooga, Ivanhoe, Lake Mungo, Lightening Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia, Willandra, and including Menindee, Kinchega, Macquarie Marshes and Gunderbooka

Grade "C" is payable to officers living in the following locations:  
Fort Grey, Mootwingee, Mount Wood, Nocoleche, Olive Downs, Tibooburra, Yathong and including Witta Brinna, Tarawi, Irymple, Lord Howe Island and Montague Island

7.4.6 Should officers be located in other remote locations not specified in this Award, the grading for payment will be determined in consultation with the Unions.

7.5 On Call Allowance for Skilled Tradespersons in Kosciusko National Park Municipal Services Managed by Resorts Group

7.5.1 A weekly allowance of \$185 per week (of 7 days) shall be paid to skilled tradespersons who are directed to be on call.

7.5.2 The payment shall cover all time outside the normal working hours that the skilled tradesperson is required to be available for contact and immediate response to a call.

7.5.3 Only in exceptional circumstances would the Department require a skilled tradesperson to be on call for a period of less than 7 days. Where a period of on call is for less than 7 days, a pro-rata to a minimum of one day will apply for each day the officer is required to be on call. The daily allowance will equate to \$26.43 per day.

7.5.4 Where the call results in the skilled tradesperson returning to work or performing more than minor follow-up work (i.e. where two or more further calls are required and this takes more than 15 minutes), the skilled tradesperson shall be entitled to overtime for the actual time spent responding to the call or a minimum of 3 hours overtime, whichever is the greatest.

7.5.5 The allowance shall compensate the skilled tradesperson for minor follow up work that may result from the call.

7.5.6 Where a skilled tradesperson is required to return to work again after the initial call out, the skilled tradesperson shall be paid for the actual time spent attending the second and subsequent call outs.

### **8. Standby Arrangements - Including Standby Associated With Declared Incidents**

8.1 Standby roles - officers may be directed to be on standby as a:

- (i) Duty Officer - either for general standby or associated with a declared incident (refer to definitions clause); or
- (ii) General standby - an officer appointed on standby to respond to after hours duty as required.

8.2 Standby duties - officers directed to be on standby must be readily contactable by telephone, radio or pager where one has been issued, during the standby period and be prepared to respond immediately to duty as required. Officers who are not readily contactable and available for immediate response to duty as required will not be entitled to standby payments.

8.3 Duty Officer support - a Duty Officer may have access to departmental after hours contact lists, a department vehicle (with radio), mobile phone and pager (if necessary) dependent on the requirements of the duty to be performed;

8.4 Standby hours - the time an officer, can be directed to be on standby is:

- (i) 24 hours on a rostered day off; or
- (ii) all hours between the finishing time and starting time of the next day on rostered days on; or
- (iii) for an approved period of time to meet operational requirements with the minimum period being 3 hours.

8.5 Standby rates

8.5.1 An officer required to be on standby will be paid at the rate of one third their standard hourly rate (not including any loading) or maximum rate for Clerk Grade 8 as varied from time to time plus \$1.00, whichever is the lesser, for the time they are required to be on standby outside their normal rostered working hours.

8.5.2 Payment of the standby rates for a Duty Officer directed to be on standby for a declared incident, will be charged to the respective declared incident and the overtime barrier will not apply (except for SES officers) for the duration of the declared incident.

### **9. Higher Duties**

9.1 Officers who relieve in a higher position for a period of at least 5 consecutive work days will be paid a proportion (from 50-100%) of the difference between the substantive salary rate of the occupant of the higher position and the officer's salary. The proportions shall depend on the range and level of duties performed in the position. Where the position is vacant, an officer relieving in the position shall be paid a proportion (from 50%-100%) of the difference between step one of the grading of the vacant position and the officer's substantive salary rate. The proportions shall depend on the range of the level of duties performed in the positions.

9.2 The terms and conditions of the higher duties apply for the duration of the relieving period.

9.3 The duties and the proportion of the higher duties allowance shall be mutually agreed to prior to the relieving period.

## 10. Appointment

- 10.1 Appointment to a vacant position will be by way of competitive selection based on the merit principle and in accordance with the provisions of the *Public Sector Employment and Management Act 2002*.
- 10.2 Appointment to a higher starting salary point within the grade will be determined by way of competency progression or incremental progression arrangements as set out in Annexures 1 and 4.

## 11. Progression

### 11.1 General

11.1.1 Progression within levels, grades or classes shall be by annual increment unless otherwise specified in Part B, Annexure 1 or Annexure 4.

11.1.2 Increments shall be processed by supervisors within one (1) month of receipt

11.1.3 If increments are not processed within two (2) months of the due date, the increments will be processed automatically, and payment backdated to the due date.

11.1.4 Progression to a higher level, grade or class shall be by competitive selection for an advertised vacancy, unless the position is banded across a number of levels, grades or classes.

### 11.2 Progression and competency applications for Field Officer classification

11.2.1 Progression and competency applications shall be processed by supervisors within three (3) months of receipt.

## 12. Project Teams

12.1 The Director General or nominee may request officers to perform work in a designated project team.

12.2 An officer may decline an offer to work in a designated project team.

12.3 When undertaking work in a designated project team, the officer shall be paid:

12.3.1 the rate for the job as determined by job evaluation; or

12.3.2 at least one salary level higher than their substantive rate.

12.4 An officer working in a designated project team on a full-time basis will not be required to carry out the duties of their substantive position in addition to the project duties.

12.5 Project team jobs may be either full-time or part-time.

## 13. Hours of Work

13.1 The organisation of work and ordinary hours will optimise work effectiveness and the fulfilment of the reasonable needs of officers.

13.2 The standard hours of work will be those necessary for the completion of routine work and this clause sets out the ordinary hours and conditions attached (other than declared incidents).

### 13.3 General

13.3.1 Except as otherwise provided, ordinary hours of work will be an average of 35 per week, over a settlement period, to be worked between 6 a.m. and 8 p.m.

- 13.3.2 Officers, except those in positions under the Field Officer classification, may only be rostered to work ordinary hours between 6 p.m. and 8 p.m., when the officer agrees.
- 13.3.3 The parties agree that the appropriate level of service is maintained between the hours of 8.30 am and 4.30 pm on weekdays consistent with the Guarantee of Service Policy.
- (i) No officer will be able, or be required (other than in incidents) to work more than 10 ordinary hours per shift (exclusive of travelling time).
  - (ii) Pattern of hours is the way hours are worked each settlement period; i.e., start/finish times and days of the week for 7 day roster workers.
- 13.3.4 The pattern of hours will be agreed to between the officers and management of the area with regard to the needs of the Department, the needs of officers and the provision of services to the Department's customers.
- 13.3.5 A roster of hours and days must be set and agreed to in writing 2 weeks before the settlement period starts.
- 13.3.6 Hours of work for positions and/or classifications will be as set out in cl.13.4
- 13.3.7 Permanent changes to the pattern of hours for an officer are subject to consultation with the officer and/or the Union.
- 13.4 Ordinary hours of work may be organised as follows:
- 13.4.1 Monday to Friday Workers
- (i) Ordinary hours to be worked from Monday to Friday (inclusive).
  - (ii) Except as otherwise provided, all approved work performed outside the bandwidth, on weekends or public holidays is to be paid as overtime in accordance with the provisions of cl. 15, Overtime of this Award.
- 13.4.2 Seven Day Roster Workers
- (i) This provision shall apply to officers where the working of a seven day operation is necessary for the efficient and effective operation of the position.
  - (ii) Ordinary hours for officers are to be worked from Monday to Sunday (inclusive) within the bandwidth of 6 a.m. to 8 p.m., unless otherwise agreed to between the Department and the officer concerned.
  - (iii) Officers shall not be rostered to work more than two consecutive weekends (i.e. Saturday and Sunday), unless the officer agrees to do so.
  - (iv) Officers working this pattern of hours are to have at least two consecutive full days off per week, unless otherwise agreed to between the Department and the officer concerned.
  - (v) A loading of 17% of annual base salary is payable to Field Officers, Senior Field Officer and tradespersons required to work up to a maximum of 45 combined weekend days (i.e. Saturdays or Sundays) and 5 Public Holidays and is paid in lieu of all other penalty rates.
  - (vi) A loading of 8.5% of annual base salary is payable to Field Supervisors and Senior Field Supervisors for working up to a maximum of 22 combined weekend days (i.e. Saturdays or Sundays), and 3 Public Holidays and is in lieu of all other penalty rates.
  - (vii) If an officer agrees to work more than the maximum specified in subclauses (v) or (vi) of this clause, no additional payments or day in lieu shall be made.

- (viii) Officers referred to in (v) or (vi) of this clause who are directed to work more weekend days and public holidays than those prescribed for their position, will be paid penalty rates as follows:

**Table 3**

- |     |                 |   |   |
|-----|-----------------|---|---|
| (a) | Saturdays       | - | a 50% loading for each additional day worked  |
| (b) | Sundays         | - | a 75% loading for each additional day worked  |
| (c) | Public Holidays | - | a 150% loading for each additional day worked |
- (ix) The loading specified in (v) and (vi) of this clause will be paid for the purposes of superannuation and all paid leave, other than where such leave is for a period of over 3 months.

#### 13.4.3 Set Pattern of Hours

- (i) These provisions apply to officers who work a set pattern of hours within each 4 week roster period.
- (ii) The set pattern of hours will be decided and agreed to by the officer and their supervisor at the time each 4 week roster is determined.
- (iii) The starting and finishing times set for the roster period will be within the bandwidth of 6.00 a.m. and 8.00 p.m. (Monday to Sunday) inclusive.
- (iv) The set pattern of ordinary hours of work, exclusive of meal breaks, can be worked as:
- |     |  |
|-----|--|
| (a) | five 7 hour 22 minute days with 22 minutes accruing towards an allocated day off each 4 week roster period; or |
| (b) | Four 9 hour 20 minute days with 35 minutes accruing towards an allocated day off each 4 week roster period.    |
- (v) The working of four 9 hour 20 minute days per week can only occur with the Area Manager's approval. The officer shall give 2 weeks notice prior to the commencement of this arrangement to the Area or Regional Manager, where possible and 2 weeks notice of its cessation, by mutual Agreement.
- (vi) Any paid leave, eg recreation leave, sick leave or Family and Community Service leave, and any public holiday occurring during the settlement period, shall be a day worked for accrual of an allocated day off.
- (vii) Days taken as leave without pay do not accrue any time towards an allocated day off.

### 14. Variation of Hours

- 14.1 Where the Department directs that the set starting and finishing times and/or days to be worked be changed, officers shall be given at least 2 weeks notice (This requirement does not apply in incidents).
- 14.2 Where the hours and/or days are varied by mutual agreement between the Department and the officers within the bandwidth, no penalty is paid.
- 14.3 Where the Department provides 2 weeks notice that the hours and/or days are to be varied, and the variation is within the bandwidth, no penalty shall apply.
- 14.4 Where the Department does not provide 2 weeks notice that the hours and/or days are to be varied, and the variation is within the bandwidth, a 25% loading on base salary, based on a 7 hour shift, shall apply.



- 14.5 Where the officer requests a variation to hours and/or days and this is agreed by the Department, no loading shall be paid.

### **15. Overtime - General**

#### 15.1 General

15.1.1 General overtime conditions of officers under this Award shall be regulated in accordance with the provisions contained within the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any successor instrument to that Award.

15.1.2 Overtime is payable for all approved time worked:

- (i) in excess of 7 hours per day or the daily contract hours, whichever is appropriate, where such work is at the direction of the Department; or
- (ii) outside the bandwidth, except where such work is associated with incidents as defined.

15.1.3 If overtime is taken as time in lieu, it must be taken within six months of accruing.

#### 15.2 Overtime at Home

15.2.1 Officers covered by this Award may work overtime from home where the nature of work allows for it.

15.2.2 No meal allowance is paid when working overtime at home.

### **16. Meal Breaks**

#### 16.1 Unpaid meal break

16.1.1 An unpaid meal break of at least 30 minutes shall be taken no later than 5 hours after the commencement of work.

16.1.2 In some cases, due to the nature of the work, the meal break shall be for a set period of time. In these cases, officers shall be allowed at least 30 minutes.

#### 16.2 Paid meal break

16.2.1 Meal breaks taken whilst working overtime shall be paid at single time rates

16.2.2 A meal break of 30 minutes shall be taken no later than two (2) hours after the commencement of overtime.

16.2.3 If overtime continues, an additional meal break of 30 minutes shall be taken after the completion of each 5 hours worked

### **17. Rest Breaks**

17.1 There must be a break of at least ten (10) consecutive hours between an officer's normal finishing time and normal start time.

17.2 Officers required to continue work after their normal finishing time, except where the hours have been varied, are required to have a rest break of at least 10 consecutive hours before again commencing work, and be paid for any time lost.

17.3 Where an officer is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.

- 17.4 Where an officer is recalled to work after their finishing time, and works for a total of less than 4 hours, they are entitled to a rest break of at least 7 consecutive hours before their next start time, and are entitled to be paid for any time lost. If they are directed to return to work and have not had their rest break, they are to be paid at overtime rates until they are released from duty.
- 17.5 Where an officer is recalled to work after their finishing time, and works for a total of more than 4 hours, they are entitled to a 10 hour rest break and shall be paid for any time lost. Where the officer is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.

### **18. Temporary, Casual and School Based Apprentices Work Arrangements**

- 18.1 Temporary officers and casual employees will be employed by the Department in accordance with the provisions of the *Public Sector Employment and Management Act 2002*.

#### 18.2 Temporary Officers

18.2.1 Temporary officers may be employed by the Department on either a full time or part time basis in any PWG classification contained in this Award for a fixed term for a maximum period of up to three years. Continuation of employment beyond 3 years may only be offered on a permanent basis.

18.2.2 Temporary officers shall be entitled to uniforms (if the position requires such use), Annual PWG Entry Permits (if employed in excess of twelve months), training and staff development opportunities.

18.2.3 In accordance with the Superannuation Guarantee legislation, temporary officers are entitled to 9% employer based contributions to First State Superannuation.

18.2.4 Temporary officers employed for a period in excess of three months are entitled to the accrual of leave. In the case of temporary officers employed for less than three months, no leave accrual is available, however, payment of 4/48ths in lieu of recreation leave will be made on termination of employment.

#### 18.3 Casual Employees

18.3.1 Casual employees shall be engaged by the Department on an irregular and intermittent basis and shall be paid fortnightly or at the termination of engagement, whichever is the earlier, for the number of hours worked.

18.3.2 The casual hourly rate is determined by the following formulae:

- (i) Annual salary of the Position divided by 260.8929 divided by 7 = Base hourly rate
- (ii) Rate for Monday to Friday = base hourly rate plus 25%
- (iii) Rate for Saturday = base hourly rate plus 58%
- (iv) Rate for Sunday = base hourly rate plus 83%
- (v) Rate for Public Holidays = base rate plus 158%

The rate of pay of casuals shall be set in recognition of the skills and experience of the employee which is relevant to the work to be performed.

18.3.3 The casual hourly rates of pay are inclusive of all forms of leave except for long service leave entitlements which accrue according to the provisions of the *Long Service Leave Act 1955*.

18.3.4 Casuals are entitled to be paid overtime for time worked in excess of their normal daily contract hours to the next quarter hour.

18.3.5 Overtime payments for casuals are calculated on the ordinary base hourly rate (the 25% loading is not included).

18.3.6 Casuals shall also receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any successor instrument to that Award:

- (i) Unpaid parental leave in accordance with clause 12 (iv)(d);
- (ii) Personal Carer's entitlement in accordance with clause 12(v); and
- (iii) Bereavement entitlement in accordance with clause 12(vi).

This entitlement is also set out in this award at Annexure 5 - Casual Leave Entitlements.

18.3.7 Casuals shall be engaged and paid for a minimum of three consecutive hours for each day worked.

#### 18.4 School Based Apprentices

##### 18.4.1 Wages

- (i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- (ii) For the purposes of subclause 18.4.2 (i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.
- (iii) The wages paid for training time may be averaged over the school term or year.
- (iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

##### 18.4.2 Progression through the Wage Structure

- (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

##### 18.4.3 Conversion from a school based apprentice to a full time apprenticeship

- (i) Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.

#### 18.4.4 Conditions of Employment

- (i) Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

### **19. Part-Time Work Arrangements**

- 19.1 Part-time work may be available to:
  - 19.1.1 permanent and temporary officers who wish to work part-time in an existing position;
  - 19.1.2 existing full-time or part-time officers applying for promotion or transfer if they are willing to work the approved hours of the position;
  - 19.1.3 Officers recruited and appointed to a position where the approved hours are less than fulltime.
- 19.2 The decision to work part-time is voluntary. No officer shall be directed or placed under any duress to move from full-time to part-time employment or vice versa.
- 19.3 Officers employed on a part-time basis may elect to work full-time at any time, subject to the appropriate work being available for the classification and level, grade or class of the position.
- 19.4 Return to full-time employment before the expiry of the agreed period of part-time work is subject to availability of work and adequate period of notice.
- 19.5 Officers employed on a part time basis shall not be expected to carry out all of the responsibilities of a full-time job in part-time hours.
- 19.6 Officers employed on a part time basis shall not be subjected to pressure to be available for work outside their usual part-time hours. Where the nature of work may from time to time require them to work outside of agreed part-time hours any arrangements to alter the existing part time work arrangement need to be negotiated and agreed to at the outset.

### **20. Job Sharing**

- 20.1 The parties to this Award confirm a commitment to providing flexible work conditions through job sharing.
- 20.2 The Department will support officers sharing a position provided that the:
  - 20.2.1 arrangement is fair and equitable to the officers involved;
  - 20.2.2 officers involved in the job sharing arrangement agree to the arrangement;
  - 20.2.3 arrangement can be on a permanent or temporary basis;
  - 20.2.4 arrangement is in the best interests of the smooth functioning of the Department, ensuring that customer/client Department relationship is maintained.
- 20.3 The days each officer shall work should be consecutive, and negotiated and agreed to by all parties involved before commencement of employment.
- 20.4 Some examples are: 2 days one week and 3 days the next week; Thursday to Wednesday worked on alternate weeks; Monday, Tuesday, alternate Wednesday and alternate Wednesday, Thursday, Friday.
- 20.5 The officers involved in the job share arrangement should maintain close contact to ensure continuity of work completed by them.

## 21. Public Holidays and Public Service Holiday

### 21.1 General

21.1.1 Unless directed to attend for duty by the Director General or delegate, an officer is entitled to be absent from duty on any day which is:

- (i) a declared public holiday throughout the State;
- (ii) a declared local holiday in the part of the State at or from which the officer performs duty; and
- (iii) a Public Service Holiday in accordance with any directives issued by the DPE (this replaces the Union Picnic Day).

21.1.2 If a declared local holiday falls during an officer's absence on leave, the officer is not to be credited with the holiday.

### 21.2 Monday to Friday Workers

21.2.1 Those officers required to work on a declared public holiday shall be paid overtime in accordance with cl.15, Overtime

21.2.2 Officers who are required to work on a Public Service Holiday will be able to take a day off in lieu within 12 months at a time agreed between the officer and their supervisor.

### 21.3 Seven Day Roster Workers

21.3.1 Officers covered by this Award may be required to perform their ordinary hours on a declared public holiday, a declared local holiday, or a public service holiday as per cl.13, Hours of Work.

21.3.2 Payment for time worked on a declared public holiday will be in accordance with the provisions of cl.13, Hours of Work or cl.15, Overtime, as is appropriate.

21.3.3 Provisions of cl. 21.3.2 do not apply to an officer who is required to work on a Public Service Holiday and this day is not included in the specified number of public holidays for which the loading is paid as per cl.14 of this award. The officer will be entitled to take a day off in lieu within 12 months at a time agreed between the officer and their supervisor.

## 22. Leave

### 22.1 General

22.1.1 General leave conditions of officers under this Award shall be regulated in accordance with the provisions contained within:

the Act and Regulation, and

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any successor instrument to that Award, and

The Department's policies as agreed and reviewed from time to time.

22.2 Officers employed on a part time basis will accrue any leave on a pro-rata basis, which will be determined on the number of approved contract hours worked in a pay period.

### **23. Recreation Leave and Annual Leave Loading**

#### 23.1 Recreation Leave

23.1.1 For Monday to Friday workers paid recreation leave accrues at the rate of 20 working days per year,

23.1.2 For Seven Day Roster Workers paid recreation leave accrues at the rate of 30 days per year

#### 23.2 Annual Leave Loading

23.2.1 Annual Leave loading for Skilled Trades Officers who are Monday to Friday Workers is 17.5% on the monetary value of up to 4 weeks of recreation leave accrued in a leave year.

23.2.2 Annual Leave loading for Skilled Trades Officers who are 7 Day Roster Workers is 17.5% on the monetary value of up to 5 weeks of recreation leave accrued in a leave year.

23.3 The annual salary paid to Field Officer classifications is inclusive of annual leave loading.

### **24. Family and Community Service Leave**

24.1 The application of Family and Community Service Leave for officers covered by this award shall be in accordance with clause 74 (a) of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any successor instrument to that Award.

24.2 The maximum amount of Family and Community Service leave on full pay which may be granted is:

- (i) During the first 12 months of service - 3 working days; or
- (ii) After the completion of 12 months service - 6 working days in any period of 2 years; or
- (iii) An amount calculated by allowing 1 working day for each completed year of service after the completion of 2 years continuous service and then deducting this from the total amount of Family and Community Service leave previously granted to the officer;

Whichever is the greater amount.

### **25. Excess Travel Time**

25.1 Time spent travelling, as defined under Clause 27 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any successor instrument to that Award:

- (i) Before the agreed bandwidth or
- (ii) commencing a set pattern of hours as per sub clause 13.4.3 shall be able to be claimed as 'Travelling time'.

25.2 Provided that Travelling time shall not include any period of travel between 11.00 p.m. on any one day and the start of the officer's bandwidth or set pattern of hours on the following day where the officer has travelled overnight and sleeping facilities have been provided for the officer.

25.3 Where organisational requirements prevent an officer taking Time Off In Lieu for Excess Travelling Time within the timeframe under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any successor instrument to that Award it will be paid out by application.

25.4 The accrued time in lieu may be taken at a mutually convenient time but at all times the nature of the time being accrued i.e. travel time in lieu or overtime in lieu, must be clearly distinguished and recorded by the officer.

## 26. Contact With Officers on Parental and Maternity Leave

- 26.1 All parties agree to implement the PWG's Parental/Maternity Leave Contact Policy which aims to maintain contact with officers specifically in the context of workplace change, restructuring and office relocations and attendance at relevant training courses.
- 26.2 It is recognised that some officers may not wish to keep in contact with the Department while they are on leave.

## 27. Incident Conditions

### 27.1 General

- 27.1.1 The following conditions apply in circumstances where an incident is declared and approved by the Regional Manager until such time as the declaration of the incident is lifted.
- 27.1.2 Set Patterns of Hours and bandwidths will be suspended at the time of the incident being declared for those officers involved in the incident.
- 27.1.3 Adjustments to hours will be carried forward to the next settlement period.
- 27.1.4 On successful completion of basic fire fighting training all officers will be issued with appropriate personal protective and other equipment in accordance with the Department's Fire Management Manual as varied from time to time.
- 27.1.5 Officers directed to return from annual leave to attend an Incident will be compensated for pre paid accommodation, and return travel from their leave destination to home at either First Class Rail Travel or economy air travel for themselves and any dependents or at Official Business Rate if a Private Vehicle is used. Officers will be further compensated by single hourly rate for all hours travelled. Such officers will have the same option as officers called from an Allocated Day Off as in subclause 27.2.5.
- 27.1.6 'Incident Controller' within this clause means an officer responsible for incident activities including the development and implementation of strategic decisions and for approving the ordering and releasing of resources.

### 27.2 Conditions

- 27.2.1 For the purpose of calculating payment for incident duty, the salary rate shall be the officer's substantive salary or as prescribed in clause 27.5 Incident Responsibility Rates, whichever is the greater.
- 27.2.2 Call out to attend an Incident will be paid at a minimum of three (3) hours overtime, or by mutual agreement, time in lieu at overtime rates.
- 27.2.3 All travel to and from an incident will be paid as if part of the Incident.
- 27.2.4 If an officer is away from their own Area for the purposes of attending an Incident, and are not required to work and it is not possible to return to their home, seven hours normal pay will be paid per day until they return home or their usual place of work, whichever is the sooner.
- 27.2.5 Officers required to work on their Allocated Day Off/Rostered Day Off will receive either:
- (i) overtime for the whole shift in addition to the normal pay for the day; or
  - (ii) overtime for the whole shift (minus the normal days pay) plus a day off in lieu of the rostered day off to be taken at a mutually agreed time.

This must be marked clearly on time sheets or the assumption will be that the rostered day off has been deferred.

### 27.3 Start and Finish Times:

27.3.1 On a normal rostered day on, start will be from normal workplace and finish will be on return to normal workplace plus 30 minutes.

27.3.2 On a Rostered Day Off, start will be on leaving place of abode and finish will be on return to place of abode plus 30 minutes.

27.3.3 Where it is not possible to return to place of abode or normal workplace, start will be on leaving accommodation and finish will be on return to accommodation plus 30 minutes.

27.3.4 Where an officer is called to an Incident from their place of abode after the completion of a normal shift, starting time will be at the time of the call, and finishing time will be on return to accommodation or place of abode plus 30 minutes.

### 27.4 Shift Arrangements During Incidents:

27.4.1 A normal shift is seven hours, however, officers may only be required to work a maximum of twelve hours on site. However, the initial shift following the declaration of an Incident may extend to a maximum of sixteen hours on site. (The intention of this Award is to allow flexibility in exceptional circumstances; e.g., new crews arriving late, unforeseeable worsening of the Incident).

27.4.2 A minimum eight hour break, not including travelling time, must be taken between shifts, and where possible a ten hour break is recommended.

27.4.3 After completion of three consecutive shifts on incident duties or five consecutive shifts carrying out support functions in connection with incidents (such as catering teams and Administrative Assistance) a twenty-four hours break with payment at single time rates, shall be provided before continuing with incident duties or support functions or to return to normal duties. Where officers are required to take rest break days additional to those referred to above, such days shall also be paid at the single time rate. Officers shall not be required to take Allocated Days Off or use any other leave entitlement in order to have the required rest breaks after performance of incident duties or support functions in connection with incidents.

27.4.4 It is the responsibility of the Incident Controller or Delegate to ensure that reasonable shift and rest periods are adhered to.

### 27.5 Incident Responsibility Rates

27.5.1 The level and grading of Incident Positions, prescribed by the Australian Inter-Service Incident Management System shall be determined in line with the Department's job evaluation process. Only those persons assigned to positions identified as Incident Positions shall be paid incident responsibility rates from the date of the making of this Award.

**Table 4**

	27/06/2007	1/07/2007
Crew Member	\$45,237	\$47,046
Crew Leader	\$50,825	\$52,858
Sector Commander	\$56,241	\$58,678
Divisional Commander	\$63,898	\$66,454
Operations Officer	\$68,607	\$71,351
Planning Officer	\$68,607	\$71,351
Logistics Officer	\$84,964	\$88,363



Incident Controller	\$94,165	\$97,932
Deputy Incident Controller		
Safety Officer		
Situation Officer		
Situation Unit Leader		
Resource Officer		
Resource Unit Leader		
Air Attack Supervisor		
Air Operations Manager		
Air Observer		
Airbase Manager		

27.5.2 Officers with specific skills assigned to work in any of the identified incident positions listed in Table 4 will be paid at their substantive hourly rate or at incident responsibility rate, whichever is the greater. For officers on higher duties the substantive hourly rate will be the hourly rate they were paid when the incident was declared for the duration of their relieving period.

27.5.3 Where the level and grading of any new or additional incident positions has not been determined officers will be paid their substantive hourly rate or for officers on higher duties the hourly rate that they were paid when the incident was declared for the duration of their relieving period.

27.5.4 The overtime barrier rate does not apply to incident situations, except for officers of the SES.

27.5.5 Officers must be appointed to or exercise the responsibilities of an incident responsibility position for a minimum of three hours to receive incident responsibility rates. Those required to undertake responsibility for less than three hours have the opportunity to develop experience.

27.5.6 When new incident positions are created they will be evaluated to determine the appropriate salary and existing incident positions may be reviewed at the same time.

27.5.7 Incident responsibility rates will move in line with the Crown Employees (Public Sector - Salaries 2007) Award or any successor instrument to that award.

## 27.6 Payment associated with Incidents

27.6.1 This replaces the provisions of Clause 15, Overtime, in relation to overtime worked in respect of incidents.

27.6.2 Payment will be calculated as follows:

- (i) Double time for all hours from start of incident regardless of day, night, Saturday, Sunday or Public Holidays.

27.6.3 No officer shall have time deducted from pay for meal breaks unless they are actually relieved of Incident Duties for the period of the break and clean up time; e.g., 30-45 minutes. Where meals are provided to an officer on the ground and eaten in conjunction with incident duties, no deduction will be made from pay.

## 27.7 Family and Dependent Care During Incident Conditions

27.7.1 The Department will compensate officers for additional dependent care expenses (receipts must be provided) relating to time worked during the incident. This must be arranged with the Incident Controller as soon as practical and each case will be assessed by the Incident Controller.

27.7.2 The Department will notify a nominated family member or friend as to the whereabouts of officers when extended shifts are required.

**27.8 Provision of meals and accommodation whilst working on Incident**

27.8.1 The Department will generally provide meals including breakfast, lunch, and dinner, and provide supper for officers working night shift.

27.8.2 Officers commencing at their normal workplace will provide their first meal where the meal break falls within their normal seven hour shift.

27.8.3 If no meal is supplied, a payment of \$15.00 per meal is made.

27.8.4 Wherever possible officers will be allowed to return home or the Department will provide accommodation in a hotel or motel.

27.8.5 Where returning home or to other accommodation is not possible or practical and the officers are required to camp, they will be paid the Field Allowance set out in Clause 7, Allowances, of this Award.

**27.9 Standby Associated with Incidents**

27.9.1 When an incident is declared appropriately trained and qualified officers may be required to be on standby outside normal rostered working hours.

**28. Working from Home**

28.1 Supervisors may allow officers to work from home: however, working from home is not to be a routine arrangement.

28.2 Officers covered by this Award may be given approval to work from home from time to time.

28.3 Greater access to working from home is to be given to officers where:

28.3.1 family members are sick; or

28.3.2 a project/report requires urgent completion and for productivity reasons working from home will achieve this;

28.3.3 for weekend and night emergency incident management; and

28.3.4 the nature of the work allows for it.

28.4 In some cases where family members are sick, officers may work from home and combine this with their entitlement to family and community service leave (where available and appropriate).

28.5 When working at home, officers must ensure that they are contactable by their office.

28.6 Officers are covered by workers' compensation where prior approval has been given to the officer to work from home.

**29. Dependent Care**

29.1 Where dependents of the officer are sick and require care, the Department will continue to support the officer in the following ways:

29.1.1 family and community service leave may be taken by an officer to attend to any medical needs a dependent may have; or

29.1.2 Where circumstances allow, an officer may negotiate with their supervisor to work at home.

29.2 In circumstances where an officer with a sick dependent is required to attend to work that can not be completed from home (e.g. an urgent meeting) assistance will be available to pay for additional costs associated with in home care for the dependent, subject to the provision of receipts.

29.3 The Department will meet the additional costs involved in before or after school care, where an officer is required to work beyond their regular hours, resulting in additional cost to the officer for child care, in an accredited child care program, subject to the provision of receipts.

Each application will be determined on its merits.

29.4 The parties reaffirm their commitment to providing dependent care assistance:

29.4.1 To enable officers to attend residential training and development activities.

29.4.2 To officers required to work during emergency situations.

29.4.3 To ensure that officers are able to perform their duties in relation to incidents knowing their dependents are safe and cared for in a similar manner to that which they would provide themselves.

29.5 The Department will compensate the officer for additional dependent care expenses relating to hours worked during the incident.

### **30. Families and Field Work**

30.1 Officers covered by this Award from time to time will be required to undertake either fieldwork or to work away from their normal headquarters.

30.2 Officers who wish to be accompanied by a family member on single day trips, must obtain approval from their supervisor or reporting officer prior to the trip for the purpose of insurance coverage.

30.3 Officers who wish to be accompanied by a family member on working trips of more than one day must obtain approval from their Area Manager or Regional Manager.

### **31. Training and Development**

31.1 The parties to this Award confirm a commitment to skill development for officers of the Department.

31.2 The training and development of officers covered by this Award will be linked to the Performance Management and Development System or any replacement Performance Management System agreed to by the parties. Staff Development Plans will be established through the system and be relevant to the officer's current position and their future career path.

31.3 All Training and development will be managed and conducted in accordance with the Department's Learning and Development Framework as varied from time to time.

31.4 Dependent care assistance (by way of payment for dependent care) may be provided to enable officers with dependent responsibilities to pursue residential training and development opportunities.

### **32. Study Assistance**

32.1 The DECC will support officers gaining additional skills through formal study and who are progressing through their course in a consistent way based on the timeframe indicated by the providing institution. Where a subject is failed an intention to catch-up must be demonstrated.

32.2 Officers are entitled to apply for study time and study leave in accordance with the provision of the Personnel Handbook 1999 or subsequent revision.

- 32.2.1 The following costs associated with courses -
- (i) Higher Education Contribution Help scheme Fee; or
  - (ii) TAFE compulsory fees; or
  - (iii) Compulsory post-graduate fees; or
  - (iv) Compulsory full fee paying course fees will be reimbursed by the Department in accordance with the guidelines following.
- 32.3 The proportion of fees to be reimbursed where the officer's application for study assistance has been approved under these guidelines, and:
- (i) is their first qualification as an officer of the DECC: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to DECC operations or needs and is approved as such by the Director General; or
  - (ii) is their second or successive qualification as an officer of the DECC: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to DECC operations or needs and is approved as such by the Director General.
- 32.4 Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of sub-clause 32.3 (i) or \$12,000 in respect of sub-clause 32.3 (ii) of this clause, where other requirements have been met as in cl.32.6 below.
- 32.5 At the discretion of the Director General and where the Director General determines that it is in the interests of the Department, approval may be given for a maximum of eight annual approvals as set out in 32.4 above.
- 32.6 To be eligible to receive a refund, an officer must:
- (i) have been employed in the Department prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested;
  - (ii) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and
  - (iii) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.
- 32.7 Officers who receive prior approval for study assistance for a particular course, or qualification under the PWG policies that existed prior to the implementation of this award, shall continue to receive their financial assistance in accordance with those policies and their current approval for that specific course or qualification. Any new course of study and new application to study will be dealt with under 32.3 (ii).
- 32.8 Where there is no break in the continuity of study and given successful completion of approved study under cl.32.3 (i) any subsequent application for study assistance will be treated as a second application under sub-clause 32.3 (ii) of this clause.
- 32.9 The costs associated with courses as outlined in sub-clause 32.2.1 above are based on current 2006 costs. The parties to this Award agree, where there is a significant increase in costs the parties shall seek to resolve any increase in the listed amounts in sub-clauses 32.3 (i) and (ii) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

### **33. Training Competency**

- 33.1 The Parties Agree to an Ongoing Commitment to the Development and Implementation of Appropriate Competencies Based on the Relevant Skill and Qualification Requirements at Each Level. Such Competencies Shall be Developed Having Regard to National Training Competency Standards.

### 34. Engagement of Contractors

- 34.1 The Department is committed to establishing a consultative process regarding the use, including supervision, of contractors by the Department. The parties agree that the engagement of contractors will occur in limited circumstances and in accordance with all applicable policies of the Public Employment Office, as varied from time to time.
- 34.2 Supervisors should, where appropriate, be from the same vocational group as the work being contracted, or be an appropriately qualified person. The parties will consult on the level of supervision required.

### 35. Anti-Discrimination

- 35.1 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.
- 35.2 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.
- 35.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an officer because the officer has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 35.4 Nothing in this clause is to be taken to affect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (ii) offering or providing junior rates of pay to persons under 21 years of age;
  - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977;
  - (iv) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 35.5 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.
- 35.6 NOTES

35.6.1 Employers and officers may also be subject to Commonwealth anti-discrimination legislation.

35.6.2 Section 56(d) of the *Anti-Discrimination Act* 1977 provides:

"Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

### 36. Redundancy Entitlements

- 36.1 Redundancy provision payments will be made in accordance with the NSW Government's Managing Displaced Employees Policy, as varied from time to time.

### **37. Workplace Environment**

- 37.1 The Department will ensure that all officers are provided with a work environment that at least meets minimum acceptable standards. All workshops will meet the requirements of the *Occupational Health and Safety Act 2000*.
- 37.2 While there are no requirements for office workplaces, the Department agrees to provide officers covered by this Award with reasonable conditions and space.
- 37.3 Smoking is prohibited at all indoor PWG workplaces and in Department vehicles.

### **38. Housing**

- 38.1 The parties agree to consult on future issues related to Department-owned housing including the preparation of briefs for valuers.
- 38.2 All officers occupying a Department house will be required to sign a tenancy agreement.

### **39. Industrial Grievance Procedure**

#### **39.1 General**

- 39.1.1 The aim of this procedure is to ensure that, during the life of this Award, industrial grievances, (including grievances within the meaning of the *Anti-Discrimination Act 1977*) or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace.
- 39.1.2 The parties agree that whilst the procedures contained in this Clause are being followed, there is an expectation that normal work will continue.
- 39.1.3 In seeking a resolution to any industrial dispute or industrial grievance, the Department may be represented by an industrial organisation of employers, and the officers of the Department may be represented by an industrial organisation of officers.
- 39.1.4 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 officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Director-General or delegate.

#### **39.2 Steps to Resolve Industrial Grievances or Disputes**

- 39.2.1 When a dispute or grievance arises, or is considered likely to occur, the following steps are to be followed: -

Step 1. The matter is discussed between the officer(s) and the Reporting Officer or other appropriate officer concerned and addressed within one week.

The officer(s) concerned may discuss the matter with the Union delegate, if so desired.

Step 2. If, after a week since the matter was discussed with the Union delegate and the Reporting Officer the matter remains unresolved, the officer(s) concerned may discuss the matter with the Union delegate and the Branch Director. If the matter remains unresolved follow Step 3.

Step 3. If, after a week since the matter was discussed with the Union delegate and the Branch Director, the matter is still unresolved, the officer(s) concerned may discuss the matter with the Branch Director, a representative of the Human Resources Branch and a Union delegate and/or official.

Where it is agreed by the parties, and the matter is of an urgent nature, the officer may go to Step 3 immediately. In the event that the parties agree to go to Step 3 immediately, no more than a week should elapse since the matter was first raised until Step 4 is followed.

Step 4. The matter is discussed between senior representatives of the Department and the relevant Union. The parties agree to exhaust the process of conciliation before considering Step 5 below.

It is agreed that the parties will not deliberately frustrate or delay these procedures. All efforts are to be made to resolve the matter promptly. The conciliation process should take no longer than one month, unless the parties agree to a longer period.

Step 5. If no resolution is found, the matter may be referred to the Industrial Registrar in order for the Industrial Relations Commission or Industrial Court to exercise their functions under the *Industrial Relations Act 1996*.

#### **40. Deduction of Union Membership Fees**

- 40.1 Each Union shall provide the Department with a schedule setting out the Union's fortnightly membership fees payable by members of the Union in accordance with its rules of membership.
- 40.2 The Union(s) shall advise the Department of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Union fortnightly membership fees payable shall be provided to the Department at least one month in advance of the variation taking effect.
- 40.3 Subject to 40.1 and 40.2 above, the Department shall deduct Union fortnightly membership fees from the pay of any officer who is a member of the Union in accordance with its rules of membership, provided that the officer has authorised the Department to make such deductions.
- 40.4 Monies so deducted from the officer's pay shall be forwarded regularly to the Union (s) together with all necessary information to enable the Union (s) to reconcile and credit subscriptions to officers' Union membership accounts.
- 40.5 Unless other arrangements are agreed by the Department and the Union(s), all Union membership fees shall be deducted on a fortnightly basis.
- 40.6 Where an officer has already authorised the deduction of Union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the officer to make a fresh authorisation in order for such deductions to continue.

#### **41. Saving of Rights**

- 41.1 At the time of making this Award, no officer covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her condition of employment as a consequence of making this Award.

#### **42. No Extra Claims**

- 42.1 It is a term of this award that the union will not pursue any additional claims or improvements to wages and/or conditions of employment during the term of the award.

#### **43. Area, Incidence and Duration**

- 43.1 This Award will apply to officers and casual employees in classifications covered by the Australian Workers Union and to Skilled Tradespersons employed within the Parks and Wildlife Group of the Department of Environment and Climate Change.

43.2 This Award will not apply to officers:

- (i) that transferred to the Department where these officers occupied positions which are the subject of any other awards under Administrative Order of 2 April 2007 and subsequent Orders which established the Department of Environment and Climate Change effective 27 April 2007; or
- (ii) that are employed in the Senior Executive Service (SES); or
- (iii) that are employed in the Botanic Gardens Trust; or
- (iv) whose conditions of employment are determined by the Crown Employees (National Parks and Wildlife Service) Conditions of Employment 2000 Award or any successor instrument to that Award including officers who are occupying Field Officer classifications where the position description specifies the position's location as a facility that principally services the employer's operations at Kosciuszko National Park which bounds are prescribed by the Government Gazette of NSW (or any successors thereto); or
- (v) whose conditions and entitlements are determined by the Flight Officers Enterprise Agreement 2006 or any successor instrument to that Agreement.

43.3 Where this Award is silent provisions contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, or any successor instrument to that Award apply to officers covered by this Award.

43.4 The award shall take effect on and from 1 July 2004 and shall remain in force thereafter until 30 June 2008, unless varied or rescinded earlier in accordance with the provisions of the *Industrial Relations Act* 1996.

43.5 This award rescinds and replaces the Crown Employees (National Parks and Wildlife Service) Field Officers and Skilled Trades 2000 Award published 1 October 2004 (346 I.G. 623).

43.6 This award rescinds and replaces the National Parks and Wildlife Service Field Officers Hours of Work Enterprise Agreement 1997.

43.7 This award rescinds and replaces the National Parks and Wildlife Service Skilled Trades Enterprise Agreement 2000.

## PART B

### MONETARY RATES AND CLASSIFICATIONS

#### ANNEXURE 1

##### Salary Schedule for Skilled Trades Classification

	Rates Effective First Pay Period Following				
	As at 1 July 2003	1 July 2004	1 July 2005	1 July 2006	1 July 2007
CLASSIFICATION/ GRADE/YEAR		Annual Salary \$ Rounded	Annual Salary \$ Rounded	Annual Salary \$ Rounded	Annual Salary \$ Rounded
Tradesperson Level 1	\$40,665	\$42,292	\$43,983.26	\$45,742.59	\$47,572.30
Tradesperson Level 2	\$41,939	\$43,617	\$45,361.22	\$47,175.67	\$49,062.70
Tradesperson Level 3	\$43,409	\$45,145	\$46,951.17	\$48,829.22	\$50,782.39
Tradesperson Level 4	\$45,677	\$47,504	\$49,404.24	\$51,380.41	\$53,435.63
Tradesperson Level 5 yr 1	\$46,262	\$48,112	\$50,036.98	\$52,038.46	\$54,120.00



Tradesperson Level 5 yr 2	\$48,787	\$50,738	\$52,768.02	\$54,878.74	\$57,073.89
Electronics Tradesperson	\$51,226	\$53,275	\$55,406.04	\$57,622.28	\$59,927.17

### Skilled Trades Classification Apprentices

Rates based on a percentage of Level 1 rate

	As At 1 July 2003	Rates Effective First Pay Period Following			
		1 Jul 2004	1 July 2005	1 July 2006	1 July 2007
Apprentice Year (Percentage)		Annual Salary Rounded \$	Annual Salary Rounded \$	Annual Salary Rounded \$	Annual Salary Rounded \$
1st Year (50%)	\$20,333	\$21,146	\$21,992.17	\$22,871.86	\$23,786.73
2nd Year (60%)	\$24,399	\$25,375	\$26,389.96	\$27,445.56	\$28,543.38
3rd Year (75%)	\$30,499	\$31,719	\$32,987.72	\$34,307.23	\$35,679.52
4th Year (85%)	\$34,565	\$35,948	\$37,385.50	\$38,880.92	\$40,436.16

- Level 1 Base trade. Appointees to this level must have appropriate trade qualifications.
- Level 2 Base trade plus the ability to perform general park maintenance duties, when required.
- Level 3 A tradesperson who is able to:
- work with the minimum amount of supervision
  - work with the minimal amount of technical direction
  - solve technical problems
  - meet deadlines
  - ensure quality control of work; and
  - perform general park maintenance duties when required.
- Level 4 Senior Tradesperson
- is a tradesperson who possesses the skills, knowledge, qualifications and competencies that are so superior to those required by a tradesperson Level 3; or
- supervises the work of other tradespersons, including setting work priorities and allocating tasks.
- Level 5 Appointment to this level is by competitive selection to advertised vacancies.
- This level includes the Maintenance Supervisor position, which is responsible for the field officers of a district.
- A trade position which is evaluated at this level will be filled by competitive selection. Payment at this level recognises all skills, knowledge, competencies, licences, registrations and experience necessary for a position at this level.

### Progression

Tradespersons may progress from Level 1 to Level 4 based on the attainment of skills and competencies.

Progression to the next level will be upon completion of 3 additional training modules.

The schedule of appropriate training modules will be developed with agreement of the unions and form part of this agreement.

**De-Skilling**

The classification structure for tradespersons is not designed to promote deskilling of tradespersons. As such, tradespersons will generally only be asked to perform general park maintenance duties when there is no trade work available.

**ANNEXURE 2**

Applicable to Officers employed prior to 1/7/2005

## Salary Schedule For Field Officer Classification

Rates Effective First Pay Period following 1 July 2003		Rates Effective First Pay Period Following 1 July 2004	
Classification/Grade/Year	Annual Salary Rounded	Classification/Grade/Year	Annual Salary Rounded
Field Officer Trainee		Field Officer Trainee	
1st year of service	32,868	1st year of service	32,868
2nd year of service	33,713	2nd year of service	33,713
Field Officer Grade 1/4		Field Officer Grade 1/4	
Grade 1 1st Year of service	35,931	Field Officer Grade 1 yr1	36,650
Grade 1 2nd Year of service	36,604	Field Officer Grade 1 yr2	37,336
Grade 2 1st Year of service	37,153	Field Officer Grade 2 yr1	37,896
Grade 2 2nd Year of service	37,864	Field Officer Grade 2 yr2	38,621
Grade 3 (A) 1st Year of service	38,553	Field Officer Grade 3A yr1	39,710
Grade 3 (A) 2nd Year of service	39,234	Field Officer Grade 3A yr2	40,411
Grade 3 (B) Plant 1st year of service	38,553	Field Officer Grade 3B yr1	39,710
Grade 3 (B) Plant 2nd year of service	39,234	Field Officer Grade 3B yr2	40,411
Grade 4 (A) (Special) 1st Year of service	39,943	Field Officer Grade 4A yr1	41,541
Grade 4 (A) (Special) 2nd Year of service	40,664	Field Officer Grade 4A yr2	42,291
Grade 4 (A) Plant- (Special) 1st year of service	39,943	Field Officer Grade 4B yr1	41,541
Grade 4 (A) Plant- (Special) 2nd year of service	40,664	Field Officer Grade 4B yr2	42,291

## Salary Schedule For Senior Field Officer and Senior Field Officer (Plant) Classification

Senior Field Officer and Senior Field Officer (Plant)		Senior Field Off/Senior Field Officer Plant Grade 1/2	
Grade 1 - 1st year of service	41,369	Snr Field Off/SFO Plant Gr1 yr1	43,231
Grade 1 - 2nd year of service	41,939	Snr Field Off/SFO Plant Gr1 yr2	43,965
Grade 2 - 1st year of service	42,650	Snr Field Off/SFO Plant Gr2 yr1	44,855
Grade 2 - 2nd year of service	43,406	Snr Field Off/SFO Plant Gr2 yr2	45,793
Grade 3 (Geographic)		Converted to Senior Field Officer Grade 2	
1st year of service	43,777	Snr Field Off/SFO Plant Gr2yr1	44,855
2nd year of service	44,526	Snr Field Off/SFO Plant Gr2yr2	45,793

## Salary Schedule For Field Supervisor Classification

Field Supervisor		Field Supervisor Grade 1/2	
Grade 1 - 1st year of service	44,896	Field Supervisor Gr 1 yr1	47,365
Grade 1 - 2nd year of service	45,677	Field Supervisor Gr 1 yr2	48,450
Grade 2 - 1st year of service	46,262	Field Supervisor Gr 2 yr1	49,535
Grade 2 - 2nd year of service	47,089	Field Supervisor Gr 2 yr2	50,621

## Salary Schedule For Senior Field Supervisor Classification

Senior Field Supervisor		Senior Field Supervisor Grade 1/2	
1st year of service	48,785	Snr Field Supervisor Gr 1 yr1	54,920
2nd year of service	49,619	Snr Field Supervisor Gr 1 yr 2	56,270

Progression Criteria for Field Officer Classification are contained in Annexure 4.

**ANNEXURE 3**

## Salary Schedule For Field Officer Classification

Classification/Grade/Year	Rates Effective First Pay Period Following		
	1 July 2005 Annual Salary Rounded \$	1 July 2006 Annual Salary Rounded \$	1 July 2007 Annual Salary Rounded \$
AWU classification- rates effective from 1/7/05 - officers employed from 4/8/05			
Field Officer Base Grade 1/2 - AWU			
Field Officer Base Grade 1 yr1- AWU	32,968	34,287	35,658
Field Officer Base Grade 1 yr2- AWU	33,800	35,152	36,558
Field Officer Base Grade 2 yr1- AWU	34,580	35,963	37,402
Field Officer Base Grade 2 yr2- AWU	36,192	37,640	39,146
Field Officer Grade 1/4			
Field Officer Grade 1 yr1	32,968	34,287	35,658
Field Officer Grade 1 yr2	33,800	35,152	36,558
Field Officer Grade 2 yr1	34,580	35,963	37,402
Field Officer Grade 2 yr2	36,192	37,640	39,146
Field Officer Grade 3A yr1	41,298	42,950	44,668
Field Officer Grade 3A yr2	42,027	43,708	45,456
Field Officer Grade 4A yr1	43,203	44,931	46,728
Field Officer Grade 4A yr2	43,983	45,742	47,572
AWU classification- rates effective from 1/7/05 - Existing officers only (employed prior to 4/8/05)			
Field Officer Grade 1/4			
Field Officer Grade 1 yr1	38,116	39,641	41,227
Field Officer Grade 1 yr2	38,829	40,382	41,997
Field Officer Grade 2 yr1	39,412	40,988	42,628
Field Officer Grade 2 yr2	40,166	41,773	43,444
Field Officer Grade 3A yr1	41,298	42,950	44,668
Field Officer Grade 3A yr2	42,027	43,708	45,456
Field Officer Grade 4A yr1	43,203	44,931	46,728
Field Officer Grade 4A yr2	43,983	45,742	47,572
Field Officer Grade B3/B4			
Field Officer Grade 3B yr1	41,298	42,950	44,668

Field Officer Grade 3B yr2	42,027	43,708	45,456
Field Officer Grade 4B yr1	43,203	44,931	46,728
Field Officer Grade 4B yr2	43,983	45,742	47,572

## Salary Schedule For Senior Field Officer and Senior Field Officer (Plant) Classification

Senior Field Officer/Senior Field Officer Plant Grade 1/2			
Snr Field Off/SFO Plant Gr1 yr1	44,960	46,758	48,628
Snr Field Off/SFO Plant Gr1 yr2	45,724	47,553	49,455
Snr Field Off/SFO Plant Gr2 yr1	46,649	48,515	50,456
Snr Field Off/SFO Plant Gr2 yr2	47,625	49,530	51,511

## Salary Schedule For Field Supervisor Classification

Field Supervisor Grade 1/2			
Field Supervisor Gr 1 yr1	49,260	51,230	53,279
Field Supervisor Gr 1 yr2	50,388	52,404	54,500
Field Supervisor Gr 2 yr1	51,516	53,577	55,720
Field Supervisor Gr 2 yr2	52,646	54,752	56,942

## Salary Schedule For Senior Field Supervisor Classification

Senior Field Supervisor Grade ½			
Snr Field Supervisor Gr 1 yr1	57,117	59,402	61,778
Snr Field Supervisor Gr 1 yr 2	58,521	60,862	63,296
Snr Field Supervisor Gr 2 yr1	59,925	62,322	64,815
Snr Field Supervisor Gr 2 yr 2	61,329	63,782	66,333

Progression Criteria for Field Officer Classification are contained in Annexure 4.

## ANNEXURE 4

## Progression Criteria For Field Officer Classification

## Progression Criteria

## Field Officers

All Field Officer positions shall be at the level of Field Officer Grade 1-4. Field Officers shall progress by annual increment subject to meeting the required progression criteria and competency levels as specified in this Annexure.

Where a Field Officer fails to progress, it shall be the responsibility of the Area Manager to discuss the reasons for the decision with the officer concerned. The discussion should also identify areas of where additional competencies or necessary training, where appropriate.

## Field Officer Grade 1

Appointment to this grade shall be subject to competitive selection for advertised vacancies.

Appointment to this grade shall also be subject to:

- (a) possession of a current drivers licence; and
- (b) the officer having demonstrated the essential competencies from the Field Officer's competency schedule for Field Officer Grade 1.

#### Field Officer Grade 2

Progression to the level of Field Officer Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Field Officer Grade 1;
- (b) possession of a current drivers licence; and
- (c) the officer having demonstrated the essential competencies from the Field Officer competencies schedule for Field Officer Grade 2, as certified by the direct supervisor and the Regional Manager.

#### Field Officer Grade 3

Progression to the level of Field Officer Grade 3 shall be subject to:

- (a) 12 months satisfactory service at Field Officer Grade 2;
- (b) drivers licence; and
- (c) the officer having demonstrated the essential competencies from the Field Officers Competency Schedule for Field Officer Grade 3 as certified by the direct supervisor and Regional Manager.

In addition, joint assessment and certification by the Regional Manager and the direct supervisor that the officer is competent at performing the range of work required of a Field Officer Grade 3 and is also able to demonstrate the efficient application of the skills/qualifications attained.

#### Field Officer (Plant) Grade 3

This is an established position for a full time plant operator.

Appointment to this position shall be subject to:

- (a) the officer having demonstrated the essential competency from the Field Officer Competency schedule and these competencies being certified by the direct supervisor and Regional Manager; and
- (b) the officer possessing the relevant certificates of competency from the Work Cover Authority.

Provided further that appointment to Field Officer Plant shall be subject to competitive selection for advertised vacancies or by way of transfer.

#### Field Officer Grade 4

Progression to Field Officer Grade 4 shall be subject to:

- (a) 12 months satisfactory service of Field Officer Grade 3; and
- (b) all the essential and 10 desirable competency requirements for a Field Officer Grade 3 from the Field Officer competencies schedule as certified by direct supervisor and Regional Manager.

#### Field Officer (Plant) Grade 4

Progression to Field Officer (Plant) Grade 4 shall be subject to:

- (a) 12 months satisfactory service on salary of Field Officer (Plant) Grade 3; and
- (b) all the essential and 10 desirable competency requirements of a Field Officer (Plant) Grade 3 and these being certified by the direct supervisor and the Regional Manager.

### Senior Field Officer Grade 1

Appointment to the position of Senior Field Officer Grade 1 shall be subject to:

- (a) competency requirements for appointment to Field Officer Grade 4.

The Senior Field Officer Grade 1 is the minimum classification for officers responsible for direct supervision of National Parks and Wildlife Service officers, volunteers and contractors.

### Senior Field Officer (Plant) Grade 1

Appointment to the position of Senior Field Officer (Plant) Grade 1 shall be subject to:

- (a) competency requirements for appointment to Field Officer (Plant) Grade 4; and
- (b) the officer having demonstrated all the essential competencies as certified by direct supervisor and Regional Manager.

Provided further that appointment to Senior Field Officer Grade 1 and Senior Field Officer (Plant) Grade 1, shall be subject to competitive selection for advertised vacancies.

### Senior Field Officer Grade 2

Progression to the position of Senior Field Officer Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Senior Field Officer Grade 1
- (b) the officer meeting the competency requirements for appointment to Senior Field Officer Grade 1; and
- (c) the officer having demonstrated all essential and 5 desirables for Senior Field Officer Grade 2, as certified by the direct supervisor and the Regional Manager.

### Senior Field Officer (Plant) Grade 2

Progression to the position of Senior Field Officer (Plant) Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Senior Field Officer (Plant) Grade 1;
- (b) competency requirements for appointment to Senior Field Officer Grade 1 (Plant); and
- (c) the officer having demonstrated all essential and 5 desirable competencies for Senior Field Officer Grade 2 (Plant), as certified by direct supervisor and Regional Manager.

### Senior Field Officer Grade 3

This is a geographic position which will apply to smaller Areas where by virtue of their size, a Field Supervisor is not justified, but where as a consequence of the range of duties undertaken, the Senior Field Officer would do the work of a Field Supervisor.

Progression to the positions of Senior Field Officer Grade 3 is subject to:

- (a) the officer having demonstrated the appropriate level of skill and competency for the level of Senior Field Officer Grade 3.

**Field Supervisor Grade 1**

Appointment to the position of Field Supervisor Grade 1 shall be subject to:

- (a) competency requirements for appointment to Field Supervisor Grade 1. Senior Field Officer (Plant) are also eligible for appointment but must demonstrate the wider skills required for general Senior Field Officer classification; and
- (b) the officer having demonstrated the appropriate level of competency for Field Supervisor Grade 1, as certified by direct supervisor and Regional Manager.

**Field Supervisor Grade 2**

Progression to the position of Field Supervisor Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Field Supervisor Grade 1; and
- (b) competency requirements for appointment to Field Supervisor Grade 2 as certified by direct supervisor and Regional Manager. Senior Field Officers (Plant) are also eligible for appointment but must demonstrate the wider skills required for general Senior Field Officers competencies.

**Senior Field Supervisor**

Appointment to the level of Senior Field Supervisor shall be subject to:

- (a) the officer demonstrating all essential competency requirements for appointment to Field Supervisor Grade 2, as certified by direct supervisor and Regional Manager.

Appointment to this classification shall be subject to competitive selection for advertised vacancies.

## **ANNEXURE 5**

### **CASUAL LEAVE ENTITLEMENTS**

- (a) Casual officers are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
  - (i) The Department Head must not fail to re-engage a regular casual officer (see section 53(2) of the Act) because:
    - (A) the officer or officer's spouse is pregnant; or
    - (B) the officer is or has been immediately absent on parental leave.

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

- (b) Personal Carers entitlement for casual officers
  - (i) Casual officers are entitled to not be available to attend work, or to leave work if they need to care for a family member described in Clause 24 who is sick and requires care and support, or who require care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (iv), and the notice requirements set out in (v).

- (ii) The Department Head and the officer shall agree on the period for which the officer will be entitled to not be available to attend work. In the absence of agreement, the officer is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual officer is not entitled to any payment for the period of non-attendance.
- (iii) A Department Head must not fail to re-engage a casual officer because the officer accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual officer are otherwise not affected.
- (iv) The casual officer shall, if required,
  - (a) 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
  - (b) 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 officer.
  - (c) In normal circumstances, a casual officer must not take carer's leave under this subclause where another person has taken leave to care for the same person.
    - (i) The casual officer must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the officer will inform the employer within 24 hours of the absence.
  - (d) Bereavement entitlements for casual officers
    - (i) Casual officers are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
    - (ii) The Department Head and the casual officer shall agree on the period for which the officer will be entitled to not be available to attend work. In the absence of agreement, the officer is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual officer is not entitled to any payment for the period of non-attendance
    - (iii) A Department Head must not fail to re-engage a casual officer because the officer accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual officer are otherwise not affected.
    - (iv) The casual officer must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the officer will inform the employer within 24 hours of the absence.

J. P. GRAYSON *D.P.*



**CROWN EMPLOYEES (DEPARTMENT OF ENVIRONMENT AND  
CLIMATE CHANGE - PARKS AND WILDLIFE GROUP) FIELD  
OFFICER PAYMENTS AWARD 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Environment and Climate Change.

(No. IRC 1078 of 2007)

Before Mr Deputy President Grayson

28 June 2007

**AWARD**

1. This Award reflects the agreement reached between the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, the Director of Public Employment and the Department of Environment and Climate Change on 23 May 2007.
2. Differential Payments
  - (i) "Differential payments" as set out in Table 1 to this Award, are payable to those employees in the classifications of Senior Field Officer, Senior Field Officer (Plant), Field Supervisor and Senior Field Supervisor under the Crown Employees (National Parks and Wildlife Service) Conditions of Employment 2000 Award employed at the time of the making of this Award.
  - (ii) The "differential payments" equal the difference between the annual salaries for these classifications as prescribed in the Crown Employees (Public Sector - Salaries 2004) Award published on 23 September 2005 and the annual salaries for the equivalent classifications as set out in the Crown Employees (Department of Environment and Climate Change - Parks and Wildlife Group) Field Officers and Skilled Trades Salaries and Conditions 2007 Award.
  - (iii) The "differential payments" are effective from 1 January 2005 and the first full pay periods on or after 1 July 2005 and 1 July 2006.
  - (iv) The "differential payments" are payable pro rata for time worked in those classifications between 1 January 2005 and the last full pay period of June 2007.
  - (v) For clarity, the annual "differential payment" at 1 January 2005 will be paid pro rata in respect of the period 1 January 2005 to 30 June 2005.
3. One-off Payments
  - (i) "One-off payments" as set out in Table 2 to this Award, are payable to those permanent and temporary employees in the classifications of Field Officer Grade 1/4 and Field Officer B3/B4 under the Crown Employees (National Parks and Wildlife Service) Conditions of Employment 2000 Award.
  - (ii) The "one-off payments" are payable to permanent employees employed at 1 July 2007.
  - (iii) The "one-off payments" are payable to temporary employees employed at 1 July 2007 on a pro-rata basis up to the end date specified by any contract of employment current at 1 July 2007.
  - (iv) The "one-off payments" are equal to the difference between the annual salaries for those classifications at 1 July 2007 as prescribed in the Crown Employees (Public Sector - Salaries 2007) Award as published on 30 March 2007, and the annual salaries for those same classifications at 1 July 2007 as varied on the date this Award is made.

## 4. No accrual of payments

For the avoidance of doubt, no "differential payment" or "one-off payment" shall accrue with respect to any service after 1 July 2007.

## 5. Grievance and Disputes Procedure

The Grievance and Disputes Procedure as set out in the Crown Employees (National Parks and Wildlife Service) Conditions of Employment 2000 Award and its successor awards shall apply.

## 6. This Award shall take effect from 28 June 2007.

**Table 1 - Differential payments**

	1.1.05 Per annum	1.7.05 Per annum	1.7.06 Per annum
Senior Field Officer and Senior Field Officer (Plant)	\$	\$	\$
Grade 1			
1st year	207	215	223
2nd year	348	362	377
Grade 2			
1st year	499	519	540
2nd year	651	677	704
Field Supervisor			
Grade 1			
1st year	673	700	728
2nd year	946	984	1,024
Grade 2			
1st year	1,423	1,480	1,540
2nd year	1,648	1,714	1,783
Senior Field Supervisor			
1st year	4,184	4,352	4,526
2nd year	4,666	4,853	5,047

**Table 2 - One-off payments**

Field Officer Grade 1/4	\$
Grade 1	
1st year	808
2nd year	825
Grade 2	
1st year	836
2nd year	852
Grade 3 (A)	
1st year	434
2nd year	441
Field Officer Grade B3/B4	
Grade 3 (B)	
1st year	434
2nd year	441

J. P. GRAYSON *D.P.*

**SYDNEY OLYMPIC PARK PAID PARKING (STATE) AWARD 2007**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(Nos. IRC 641 and 1477 of 2007)

Before Commissioner McLeay

14 September 2007

**AWARD****1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Classifications
3.	Rates of Pay
4.	Income Protection Plan
5.	Conditions of Engagement - Full-time, Part-time and Fixed-term Employees
6.	Hours of Work - Full-time - Part-time and Fixed-term Employees
7.	Casual Employees
8.	Meal Breaks
9.	Excess Hours Worked - Full-time, Part-time and Fixed-term Employees
10.	Public Holidays
11.	Sick Leave
12.	Personal/Carer's Leave
13.	Bereavement Leave
14.	Parental Leave
15.	Anti-Discrimination
16.	Redundancy
17.	Payment of Wages
18.	Annual Leave and Annual Leave Loading
19.	Job Representative
20.	Labour Flexibility
21.	Uniforms and Protective Clothing
22.	Tools and Equipment
23.	Change Rooms and Amenities
24.	Grievance and Dispute Resolution Procedures
25.	Union Dues
26.	Monetary Rates
27.	No Extra Claims
28.	No Reduction of Entitlements
29.	Payroll Advice
30.	Union Membership
31.	Secure Employment
32.	Area, Incidence and Duration

## 2. Classifications

### Level 1:

Shall be an employee with no qualifications who performs duties of a routine nature, requiring the use of minimum judgment and supervision. Employees at this level may include the initial recruit who may have limited relevant experience.

Indicative of some of the duties that an employee at this level may perform are car park attendant directing traffic and/or distributing tickets, or handling cash under direct supervision of a Level 2 or higher employee, within a paid parking facility or environment.

An employee at his level will be able to communicate with the public in a courteous and tactful manner. This position will work under close supervision and undergo on-the-job training.

Upon completion of 400 hours or 12 weeks of employment would be reclassified to Level 2.

### Level 2:

Shall be an employee who has:

- (a) undertaken structured training recognised by the Authority as being relevant; or
- (b) completed 400 hours (or 12 weeks) employment at the level required of Level 1.

An employee at his level would:

Demonstrate a capacity to work in a team environment under routine supervision and assist with the provision of on-the-job training to a limited degree.

Where appropriate, hold and maintain first-aid and other qualifications recognised as being in accordance with the safe and effective conduct of duties involving public and employee health and safety.

In addition to the requirements of Level 1 employees, the following are indicative of the duties that an employee at this level may perform:

Perform cashier functions, including balancing of cash registers (including ticket reconciliation and audit checks).

Perform basic keyboard skills.

Open/close multi-level car park.

Operate flexibly between tasks.

Customer/client liaison.

Direct traffic within a paid car park.

### Level 3:

An employee at this level shall exercise discretion within one's own level or skill, training and authority. The employee would have delegated responsibility for work under their control or supervision in terms of allocation of duties, co-ordination or work flows, checking progress, quality or work and resolving problems.

In addition to the requirements of a Level 1 and 2 employee, the following is indicative of the duties that an employee at this level may perform:

Parking staff team leader, supervising employees at Level 1 and 2.

Any Level 2 employee whose duties include cashier functions, required to work on a Saturday and/or on a Sunday, shall be classified as a Level 3 employee and paid as such for all time worked on those days.

Level 4:

Shall be an employee who subject to broad guidance of direction, reports to more senior staff as required and has appropriate levels of experience an/or qualifications commensurate with the duties. In addition to the requirements of Level 1,2 and 3 employees, the following is indicative of the duties an employee at this level may perform:

An event staff supervisor;

Supervising employees at Levels 1, 2 and 3.

### 3. Rates of Pay

(i) The minimum rates of pay for employees covered by this award shall be those set out in clause 26, Monetary rates.

(ii)

Junior Rates	Percentage of Appropriate Rate
At 18 years	75
At 19 years	85
At 20 years	100

(iii) The classifications (Skills/Definitions) for employees covered by this award shall be those set out in clause 2 - Classifications.

### 4. Income Protection Plan

All employees shall be covered by an income protection policy nominated by the Union. The employer shall bear the cost of the policy which shall be as follows:

Permanent employees - 1.44 per cent of income (includes payment of overtime)

Casual employees - 1.02 per cent of income (does not include payment of overtime)

### 5. Conditions of Engagement - Full-Time, Part-Time and Fixed-Term Employees

(i) An employee shall be engaged as either a full-time, part-time, fixed term or casual employee.

(ii) A full-time employee is an employee who is engaged to work an average 38 hours per week.

(iii) A part-time employee is an employee engaged to work a minimum of ten hours work per week. A part-time employee shall receive sick leave, annual leave and long service leave on a pro rata basis.

(iv) A fixed -term employee is an employee who is engaged on a full-time or part-time basis for a fixed period. An employee who is engaged on this basis shall be notified in writing of the dates on which their engagement will commence and cease. The commencing and ceasing dates may be varied by agreement in writing.

Fixed-term employees may be engaged where the duration of the work is finite, or for the duration of a specified project or task.

(v) Full-time, part-time and fixed-time employees shall be engaged by the week and their engagement shall only be terminated by the employer or employee giving the notice prescribed by the Parking Attendants,

&c. (State) Consolidated Award, or by payment or forfeiture, as the case may be, of the appropriate wage in lieu of notice.

- (vi) The provisions outlined in subclause (v) shall not affect the right of the employer to dismiss any employee without notice for misconduct or other neglect of duty.
- (vii) Notwithstanding the provisions applying to paid leave, the employer shall have the right to deduct payment for time lost by any employee who fails to attend for duty without leave to absent himself/herself for actual time of such non-attendance.
- (vii) Where an employee's commencing or finishing times are such that public transport will not be available, the employer shall either:
  - (a) allow such employee to park a motor vehicle at or adjacent to the worksite at no charge; or
  - (b) provide transport to and from the nearest available public transport at no cost to the employee.
- (viii) The employer shall use its best endeavours to ensure that start and finish times are rostered so as to allow employees to use public transport to and from the work site without undue delay after completing or prior to commencing a shift.

#### **6. Hours of Work - Full-Time, Part-Time and Fixed-Term Employees**

- (i) The ordinary hours of work, exclusive of meal times, shall not exceed an average of 38 per week, between the hours of 7.00 a.m. and 11.00 p.m. The ordinary hours of work may be extended to 6.00 a.m. and 2.00 a.m. to cover special events, provided that management gives all employees involved seven clear days notice of the extension of ordinary hours, or upon agreement between the employer and employee.
- (ii) Where employees are required to work outside the ordinary hours of work, employees will be paid a loading of 15 per cent for hours worked (other than overtime hours) between 11.00 p.m. and 7.00 a.m. or the extended hours of 2.00 a.m. and 6.00 a.m. in accordance with subclause (i) of this clause.
- (iii) Notwithstanding the provision of subclauses (i) and (ii), the ordinary hours of work for an employee engaged in the safeguarding of property shall not exceed an average of 38 hours per week, and may be worked as ordinary hours any hour of the day. This provision shall only apply to employees classified as Level 3 or 4 under this award.
- (iv) The employer shall arrange the working of the 38 hours per week:
  - (a) by employees working less than eight hours per day;
  - (b) by employees working less than eight hours on one or more days in each week; or
  - (c) by working up to ten hours on one or more days in the week.
- (v) Employees shall be entitled to receive four sets of two consecutive days off in each 28-day period.
- (vi) Notwithstanding the provision of subclauses (i) and (iii), the employer and employee may agree to change the rostered time of ordinary hours by one week's notice or the consent of the employees at any time.
- (vii) The employer shall ensure that available ordinary hours are offered equitably to permanent employees, so as to ensure that each employee has an opportunity to work both on weekdays and weekends.

### **7. Casual Employees**

- (i) Subject to subclause (v), a casual employee is an employee engaged and paid as such. A casual employee shall be paid the appropriate hourly rate as set out in clause 26, Monetary Rates, for all hours worked Monday to Sunday, regardless of start and finish times.
- (ii) The casual hourly rate contained in this award contains a component in lieu of any entitlement of sick leave, bereavement leave, and annual leave.
- (iii) A casual employee shall receive a minimum payment of three hours for each engagement, to be worked consecutively, except in the case of training sessions, which shall be two hours.
- (iv) Casual rosters may be changed by management, provided that shifts are not shortened to less than the minimums referred to above. Further, employees shall be advised of their anticipated finishing time at the commencement of a shift.
- (v) Casual employees who are required to work on a public holiday shall be entitled to double time and one-half of the base weekly pay rate for each hour worked on the public holiday.
- (vi) Where a casual employee is required to work 14 hours or more in any 24-hour period, the casual employee shall have at least ten consecutive hours off duty before their next engagement.

### **8. Meal Breaks**

- (i) Employees shall be entitled to an unpaid meal break of 30 minutes, which should be taken no more than five hours after commencing duty.
- (ii) Employees working more than six hours per day (excluding breaks) shall also be entitled to two paid 10-minute rest breaks either side of the unpaid meal break.
- (iii) The employer and employee shall determine the time at which a rest break shall be taken.
- (iv) Notwithstanding the provisions of subclause (i), the employer and employee can determine the appropriate time to take a meal break by mutual agreement.
- (v) Staff engaged as casual employees shall be given a paid break of 10 minutes within three hours of commencing duty, with a further paid break of ten minutes should work be required after six hours, in lieu of the provisions outlined in subclause (ii) above, with a 30-minute paid meal break where work continues beyond eight hours in a shift.
- (vi) An employee required to work through a period when a meal break should be taken shall receive overtime for the time so worked at the rate of time and a half of the base ordinary weekly rate or time off in lieu.

### **9. Excess Hours Worked - Full-Time, Part-Time and Fixed-Term Employees**

- (i) All hours worked in excess of an average of 38 hours in any one week outside the spread of hours prescribed in subclause (i) of clause 6, Hours of Work - Full-time, Part-time and Fixed-term Employees, or in excess of ten hours in one day, shall be paid as overtime or given as time off in lieu. This subclause does not apply to casual employees.
- (ii) All excess hours must be authorised by the appropriate supervisor in each section prior to any overtime being worked.
- (iii) By mutual agreement, excess hours shall be paid as overtime or taken off as time off in lieu. Time off in lieu will be the equivalent number of actual hours worked. All accrued time off in lieu shall be taken two months after it falls due unless there is mutual agreement between the employer and employee to do otherwise. The maximum number of hours to be accrued at any time is 38.

- (iv) Where it is impracticable for the excess hours to be taken off as time off in lieu, it shall be paid for at the rate of time and one-half for the first two hours and double time thereafter.
- (v) An employee (other than a casual employee) who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the employee has not had at least ten consecutive hours off duty between those times, shall be released after the completion of such overtime until ten consecutive hours have been allowed without loss of pay for ordinary working time occurring during such absence.
- (vi) For the purpose of this clause, "excess hours" means "overtime".
- (vii)
  - (a) Subject to sub-clause (b), an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
  - (b) 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.
  - (c) For the purposes of sub-clause (b) what is unreasonable or otherwise will be determined having regard to:
    - (i) any risk to employee health and safety;
    - (ii) the employee's personal circumstances including any family and carer responsibilities;
    - (iii) the needs of the workplace or enterprise;
    - (iv) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
    - (v) any other relevant matter

#### 10. Public Holidays

- (i) The days on which New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day or any proclaimed day in lieu thereof for the State shall be holidays and no deduction shall be made in respect of such holidays from the wages due to any employee for the week in which such holiday or holidays occur.

Provided that the abovementioned holiday may be substituted for another day off by agreement between the employer and employee(s), to be taken within one month of the said holiday or adjacent to a period of annual leave.

- (ii) In addition to the holidays prescribed in subclause (i) above, full-time, part-time and fixed-term employees shall be entitled to take a paid picnic day which shall be observed on the first Monday in August or which shall be taken at a time mutually agreeable to the employer and the employee(s).
- (iii) Any full-time, part-time or fixed-term employee who is required to work on a public holiday shall be entitled to either time and one-half hours pay for each hour worked as well as a day off in lieu at a time mutually agreed or double-time and one-half for each hour worked on the public holiday.
- (iv) An employee who is absent from work on the day before or the day after a public holiday shall provide the employer with proof of sickness (by way of a medical certificate) prior to receiving payment for those days.
- (v) An employee whose day or days off duty coincides with a public holiday shall not be entitled to receive an additional day in lieu.



- (vi) Casual employees who are required to work on a public holiday shall be entitled to double time and one-half of the base weekly pay rate for each hour worked on the public holiday.

### **11. Sick Leave**

- (i) All full-time employees shall be entitled to 76 hours sick leave per year. Part-time employees shall be entitled to a proportionate amount of sick leave based on the number of ordinary hours worked by such an employee.
- (ii) If the full period of sick leave is not taken in any one year, the whole or untaken portion shall accumulate from year to year.
- (iii) An employee shall not be entitled to sick leave for any period in respect of which such employee is entitled to workers' compensation.
- (iv) Where an employee is ill or incapacitated on a rostered day or shift off he/she shall not be entitled to sick pay on that day nor shall his/her entitlement to sick leave be reduced as a result of such illness or incapacity.
- (v) Where an employee is absent for more than one consecutive day, or more than five single days in one year, the employee shall provide the employer with a doctor's certificate. For the purposes of this clause, a year shall commence from the employee's anniversary of employment.
- (vi) The employee, wherever possible shall, prior to the commencement of the absence on sick leave, inform the employer of their inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

### **12. Personal/Carer's Leave**

- (i) Use of Sick Leave:
  - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 12(i)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 11, 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 shall, 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 domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or 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 purpose 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 shall, 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, and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall 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 shall 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 24, Grievance and Dispute Resolution Procedures, should be followed.

(ii) 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 12(i)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

(iii) 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, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of 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 the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
  - (b) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
  - (c) 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 shall be made at the expiry of the 12-month period or on termination.
  - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (v) 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 these hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (vi) Personal Carers Entitlement for casual employees -
- (1) Subject to the evidentiary and notice requirements in 12(i)(b) 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 12(i)(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 shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The 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.

### 13. Bereavement Leave

- (i) An employee other than a casual shall be entitled to up to a maximum of three days bereavement leave without a deduction of pay on each occasion of the death of a person prescribed in (iii) below.
- (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 shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carers Leave in 12(i)(c) 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 shall 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 clause 12(ii), (iii), (iv) and (vi). 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 13(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 subclause 12(i)(c)(ii) of clause 12, Personal / Carer's Leave.
  - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The 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.

#### 14. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall 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 shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the 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 shall 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 shall 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 shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

#### 15. 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 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 legislation referred to in this clause.

## NOTES -

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

“Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

**16. Redundancy**

The provisions of clause 29, Redundancy, of the Parking Attendants, &c. (State) Consolidated Award shall apply to those engaged pursuant to the provisions of this award.

**17. Payment of Wages**

Wages will be paid weekly or fortnightly in arrears by electronic funds transfer ("EFT"), and no later than 72 hours from the end of the pay period.

**18. Annual Leave and Annual Leave Loading**

- (i) Full-time and part-time employees shall receive annual leave of five weeks per annum, plus 17.5 per cent annual leave loading, upon the completion of 12 months service.
- (ii) The loading referred to in subclause (i) above shall be paid to all weekly employees, upon the anniversary of their entitlement, as a lump sum.
- (iii) Fixed-term employees who are engaged on a contract of less than 12 months shall be entitled to annual leave loading, provided that they have been employed as either a casual or weekly employee for a period of longer than 12 months in total, as an aggregate of full-time, part-time or casual employment.

**19. Job Representative**

- (i) A job representative appointed by the employees shall be allowed the necessary time during working hours to interview the supervisor or officer in charge on matters affecting the employees whom he/she represents.
- (ii) The Liquor, Hospitality and Miscellaneous Union job delegates who are permanent employees shall be allowed up to five days paid leave per year to attend approved courses run by the union.

**20. Labour Flexibility**

Employees covered by this award shall perform all work within their skill and competence including, but not limited to, work which is incidental but not peripheral to their main tasks and functions.

**21. Uniforms and Protective Clothing**

Employees are required to wear a uniform. The employer will provide the following items of uniform:

- (i) shirt;
- (ii) hat; and
- (iii) other items from time to time.

Employees are responsible for supplying basic items of uniforms (such as black trousers, black shoes and socks) complying with the employer's uniform policy. Protective clothing and very cold weather clothing will be supplied on an as required basis to the employees free of charge and will remain the property of the

employer. Upon termination of employment all uniforms and property belonging to the employer shall be returned by the employee to the employer. The employer reserves the right to withhold all wages due pending receipt of all property of the employer.

## **22. Tools and Equipment**

All tools and equipment required by the employee(s) to perform their duties shall be provided by the employer.

## **23. Change Rooms and Amenities**

The employer shall provide limited change room facilities for the use of the employee(s), free of charge. Such change room facilities shall be equipped with hot and cold showers and shall be fitted with locker accommodation where practicable.

Further, employees shall have access to fresh water at their work sites.

## **24. Grievance and Dispute Resolution Procedures**

- (i) Procedures relating to grievances of individual employees:
  - (a) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
  - (b) A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
  - (c) Reasonable time limits must be allowed for discussion at each level of authority.
  - (d) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
  - (e) While a procedure is being followed, normal work must continue.
  - (f) The employee may be represented by the union for the purpose of each procedure.
- (ii) Procedures relating to disputes, etc., between the employer and the employees:
  - (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
  - (b) Reasonable time limits must be allowed for discussion at each level of authority.
  - (c) While a procedure is being followed, normal work must continue.
  - (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by the union for the purpose of each procedure.

## **25. Union Dues**

### **Union Dues**

- (i) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
  - (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;

- (b) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
  - (c) deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
  - (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) The employee's authorisation shall be in writing and shall authorise deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
  - (iii) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
    - (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five percent of the monies deducted; and
    - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
  - (iv) Where the employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
  - (v) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly or quarterly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
  - (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
  - (vii) Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of Union membership fees to cease.

## 26. Monetary Rates

- (i) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
  - (a) any equivalent overaward payments; and/or
  - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
- (ii) The parties agree that the monetary rates will be automatically adjusted in line with the monetary outcomes or percentage adjustments of future State Wage Case decisions of the Industrial Relations Commission.



- (iii) The following shall be the ordinary hourly rates for employees engaged between Monday and Sunday, excluding public holidays:

	Weekly Employees \$	Casuals \$
Level 1	15.85	19.00
Level 2	17.40	20.90
Level 3	19.00	22.80
Level 4	21.95	26.35

### 27. No Extra Claims

It is a term of this award that the union undertakes not to pursue any extra claims, award or overaward, of a general nature, for the duration of the award.

### 28. No Reduction of Entitlements

No existing employee at the date of the implementation of this award shall suffer a reduction in either conditions or rates of pay, whether award based or not, simply as a consequence of the existence of this award and its impacting on their employment.

### 29. Payroll Advice

All employees shall be issued with a written payroll advice indicating all deductions made from the wage, classification and hourly rate of pay, superannuation details, gross and net pay for the pay period within five working days of the completion of the pay period concerned.

### 30. Union Membership

- (i) The employer shall allow an accredited official of the union to speak with employees during any induction course which might be held, and shall ensure that all new employees receive a union membership application.

### 31. 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 shall 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 shall 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 paragraph (b)(i), upon receiving notice under paragraph (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 shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall 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 paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (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 paragraph (vi), the employee shall 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 shall 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 shall 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 shall 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 subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* 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 shall 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.

### 32. Area, Incidence and Duration

- (i) This award shall regulate the terms and conditions of employment of parking attendants, as defined in Clause 3(ix) of the Parking Attendants &c. (State) Consolidated Award, employed in those classifications as described in clause 2 of this award and who perform work at car park facilities, from time to time, for an employer contracted to provide these services by the Sydney Olympic Park Authority and/or its successor.
- (ii) This award rescinds and replaces the Sydney Olympic Park Paid Parking (State) Award 2001 published 17 May 2002 (333 I.G. 575).
- (iii) This award remains in force for a period of 3 years from 14 September 2007.

J. McLEAY, Commissioner

## PROFESSIONAL ENGINEERS AND PROFESSIONAL SCIENTISTS (PRIVATE INDUSTRY) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 617 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

### REVIEWED AWARD

1. Delete the title in clause 16 State Personal/Carer's Leave Case - August 1996 in subclause 1.2 of clause 1 Title and Contents, of the award published 18 August 2000 (317 I.G. 1030), and insert in lieu thereof the following:

16. Personal Carer's Leave

2. Renumber the subclauses and paragraphs in clause 13, Parental Leave including Maternity, Paternity and Adoption Leave, as follows:

Renumber clause 13(1) to read as 13.1  
 Renumber clause 13(2) to read as 13.2  
 Renumber clause 13(2)(a) to read as 13.2.1  
 Renumber clause 13(2)(b) to read as 13.2.2  
 Renumber clause 13(3)(b) to read as 13.3  
 Renumber clause 13(3)(a) to read as 13.3.1  
 Renumber clause 13(3)(a)(i) to read as 13.3.1.1  
 Renumber clause 13(3)(a)(ii) to read as 13.3.1.2  
 Renumber clause 13(3)(a)(iii) to read as 13.3.1.3  
 Renumber clause 13(3)(b) to read as 13.3.2  
 Renumber clause 13(3)(c) to read as 13.3.3  
 Renumber clause 13(3)(d) to read as 13.3.4  
 Renumber clause 13(4)(b) to read as 13.4  
 Renumber clause 13(4)(a) to read as 13.4.1  
 Renumber clause 13(4)(a)(i) to read as 13.4.1.1  
 Renumber clause 13(4)(a)(ii) to read as 13.4.1.2  
 Renumber clause 13(4)(b) to read as 13.4.2  
 Renumber clause 13(4)(c) to read as 13.4.3

3. Delete in paragraph (c) of subclause (3) of clause 13, the words "3(a)(ii) and 3(a)(iii)", and insert in lieu thereof the following:

"13.3.1.2 and 13.3.1.3"

4. Delete in paragraph (d) of subclause (3) of clause 13, the words "3(a)(iii)" and insert in lieu thereof the following:

"13.3.1.3"

5. Delete in paragraph (c) of subclause (4) of clause 13 the words "paragraph (a)" and insert in lieu thereof the following:

"13.4.1"

6. Delete the title of clause 16 "State Personal/Carer's Leave Case - August 1996", and insert in lieu thereof the following:

"Personal Carer's Leave"

7. Delete the second paragraph in clause 21 Duration of Award, and insert in lieu thereof the following:

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 31 July 2007.

8. Insert at the end of clause 21, the following new paragraph:

This award remains in force until varied or rescinded, the period for which it was made already having expired.

R. W. HARRISON *D.P.*

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## MEAT PRESERVERS, &c. (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act 1996*.

(No. IRC 762 of 2007)

Before Mr Deputy President Grayson

24 July 2007

### REVIEWED AWARD

1. Delete clause 26, Right of Entry of the award published 16 August 2002 (335 I.G. 922) and insert in lieu thereof the following:

#### 26. Right of Entry

See Part 7 of Chapter 5 of the *Industrial Relations Act 1996*.

2. Delete the fourth paragraph in clause 31, Area, Incidence and Duration, and insert in lieu thereof the following:

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 24 July 2007.

J. P. GRAYSON *D.P.*

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**ENGINE PACKING MANUFACTURE (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 995 of 2007)

Before Commissioner Ritchie

9 July 2007

**VARIATION**

1. Delete paragraph (i)(b) of clause 2, Wages, of the award published 16 February 2001 (322 I.G. 354) and insert in lieu thereof the following:
  - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
    - (i) any equivalent over-award payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Wages**

Classification	Former Rate Per week \$	State Wage Case 2007 \$	New Rate Per Week \$
Machinist	522.70	20.00	542.70
Trainee Machinist (First 3 months)	514.50	20.00	534.50
Labourer	517.60	20.00	537.60
Light Machinist (as defined)	515.90	20.00	535.90
Trainee Light Machinist (First 3 months)	507.80	23.60*	531.40*
Tablehand; Trimmer; Finisher; Packager	512.80	20.00	532.80

\* Award Review Classification Rate

**Table 2 - Other Rates And Allowances**

Item	Clause No.	Brief Description	Former Allowance \$	New Allowance \$
1	9(ii)	Meal Allowance	8.90 per meal	9.20
2	9(iii)(a)	Leading Hand - Up to 10 employees	23.35 per week	24.30 per week
3	9(iii)(b)	Leading Hand - Over 10 employees	31.10 per week	32.34 per week
4	9(iv)	First Aid Allowance	2.10 per day	2.18 per day
5	9(v)(a)	Dirt Money: Squaring Machine or Cleaning	1.25 per day	1.30 per day
6	9(v)(b)	Dirt Money: Twisting Machine or Hemp and/or Asbestos Plaiters	1.15 per day	1.20 per day

3. This variation shall take effect from the first full pay period to commence on or after 15 November 2007.

D.W. RITCHIE, Commissioner

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**FRICION MATERIALS, &c., MANUFACTURE (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 994 of 2007)

Before Commissioner Ritchie

9 July 2007

**VARIATION**

1. Delete subclauses (i) and (iv) of clause 5, Wages, of the award published 25 July 2003 (340 I.G. 646), and insert in lieu thereof the following:

- (i) Adult Employees: The following minimum rates of pay shall be paid:

Grade	Rate Per Week \$
Level 1	562.60
Level 2	567.60
Level 3	572.60
Level 4	580.60
Level 5	592.60
Level 6	605.00
Level 7	622.00
Chargehand	629.00
Senior Chargehand	662.00

- (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may offset against:

- (a) any equivalent over award payments, and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

2. Delete subclauses (i), (ii), (iii) and (iv) of clause 8, Allowances, and insert in lieu thereof the following:

- (i) First Aid Allowance: An employee appointed to act as a first aid attendant in addition to normal duties shall be paid an additional allowance of \$2.76 per day or shift.
- (ii) Boiler Attendant Certificate: An employee required to hold a Boiler Attendants Certificate shall be paid an additional \$16.20 per week.
- (iii) All employees engaged in the periodic cleaning of the dust collection filtration plant shall be paid 76 cents per hour extra whilst so engaged.
- (iv) All employees engaged in handling pigmented oxide shall be paid 37 cents per hour extra whilst so employed.

3. Delete clause 11, Shift Work Allowance for Shiftworkers, and insert in lieu thereof the following:

**11. Shiftwork Allowance For Shiftworkers**

- (i) Adult shift workers on afternoon shift shall be paid \$19.36 per shift and on night shift \$22.12 in addition to the rates payable under this award.
- (ii) Adult shift workers who do not work day shift in regular rotation or who work permanent afternoon or night shift, shall in addition to the rates prescribed in subclause (i) of this clause be paid \$4.85 for afternoon shift and \$11.07 for night shift over and above the relevant rotating shift rate specified in subclause (i).
4. Delete subclause (v), of clause 14, Meal Times, Meal Allowances and Crib Breaks and insert in lieu thereof the following:
- (v) An employee required to work overtime of two hours or more before or after the usual ceasing time shall be paid \$7.43 for the first meal and \$6.90 for each subsequent meal which will apply after every additional four hours overtime unless suitable meals are provided by the employer. Should an employee be notified of the intention to work overtime and then not be called upon to do so, the employee shall be paid the sum of \$7.39.
5. This variation shall take effect from the beginning of the first pay period to commence on or after 29 July 2007.

D.W. RITCHIE, Commissioner

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## MISCELLANEOUS WORKERS' - GENERAL SERVICES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 991 of 2007)

Before Commissioner Ritchie

9 July 2007

### VARIATION

1. Delete subclause (v) of clause 6, Wages, of the award published 8 December 2000 (320 I.G. 1078), and insert in lieu thereof the following:
  - (v) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
    - (a) any equivalent over-award payments; and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
  
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

### PART B

#### MONETARY RATES

**Table 1 - Wages**

Classification	Former Rate \$	SWC 2007 \$	New Rate \$
Tea Attendant - Level 1	521.10	20.00	541.10
Cleaner	539.00	20.00	559.00
Lift Attendant	539.00	20.00	559.00
Caretaker rel: 92.4%	564.35	20.00	584.35

**Table 2 - Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	7(i)	Leading Hand: 1-5 employees	24.95
2	7(i)	Leading Hand: 6-10 employees	28.50
3	7(i)	Leading Hand: 11 or more employees	36.90
4	7(ii)	First-aid Allowance	13.60 per week
5	7(ii)	First-aid Allowance	2.72 per day
6	7(iii)	Qualification Allowance	16.55 per week
7	7(iii)	Qualification Allowance	3.31 per day
8	7(v)(a)	Locomotion - Motor cycle or other motor vehicle	23.05 per week
9	7(v)(a)	Locomotion - Bicycle	2.08 per shift
10	7(v)(b)	Laundry Allowance	1.40 per shift
11	8(ii)(a)	Broken Shift	11.65 per shift

12	8(ii)(b)	Excess Fares Allowance	9.15 per week
13	9(iii)	Cleaning Windows Height: each window	0.72
14	9(iv)	Cleaning from Ladder : each window	0.72
15	15(ii)	Meal Allowance	8.10

3. This variation shall take effect from the beginning of the first pay period to commence on or after 13 September 2007 and remain in force for 12 months.

D.W. RITCHIE, Commissioner

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## MISCELLANEOUS WORKERS HOME CARE INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 989 of 2007)

Before Commissioner Ritchie

9 July 2007

### VARIATION

1. Delete the first paragraph in clause 5, Wage Rates, of the award published 4 August 2000 (317 I.G. 618), and insert in lieu thereof the following:

The rates of pay in this award include the adjustments payable under the State Wage Case of 2007. These adjustments may be offset against:

- (a) any equivalent overaward payments; and/or
  - (b) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

### PART B

#### MONETARY RATES

**Table 1 - Wage Rates**

Classification	Former Rate per week \$	SWC June 2007 \$	Total Rate per week \$
Field Staff Grade 1	569.00	20.00	589.00
Field Staff Grade 2	592.00	20.00	612.00
Field Staff Grade 3	628.00	20.00	648.00
Live-in Houseworker Grade 1*	739.70	-	765.70
Live-in Houseworker Grade 2*	828.80	-	856.80
Live-in Houseworker Grade 3*	974.97	-	1006.02

\*For part-time and casual rates refer clause 7 (iii) and 8 (ii) of the award. Wage totals for Live-in Houseworker rates include the All Incidents Loading per clause 5 (iv) (d) of the award which is reflected in the total rate. The Live-In Houseworker Grade 3 rate also includes a 3.5% special loading which is also reflected in the wage total.

**Table 2 - Other Wage Rates**

Rate	Field Staff Grade 1 \$	Field Staff Grade 2 \$	Field Staff Grade 3 \$
Part-time minimum daily payment - hourly rate	15.50	16.11	17.05
Casual per hour includes 20% loading	18.60	19.33	20.46

Composite per hour includes 20%	18.60	19.33	20.46
Composite casual per hour includes 20% plus 20%	22.32	23.20	24.55

**Table 3 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	9(ii)	Shift Allowance	7.10 for each break in the shift
2	13(iii)	Sleep Over Allowance	37.30 per night
3	16	Meal Money (overtime)	9.00
4	29(i)(a)	Vehicle Allowance	0.67 per kilometre

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 30 August 2007.

D.W. RITCHIE, Commissioner

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**PYROTECHNICS, &c. (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 986 of 2007)

Before Commissioner Ritchie

9 July 2007

**VARIATION**

1. Delete subclause (ii) of clause 8, Wages, of the award published 25 January 2001 (321 I.G. 1043), and insert in lieu thereof the following:
  - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
    - (a) any equivalent over award payments, and/or
    - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Table 1 - Wages and Table 2 - Other Rates and Allowances of Part B, Monetary Rates and insert in lieu thereof the following:

**Table 1 - Wages**

Classification	Former Rate per week \$	State Wage Case 2007 20.00 per week \$	New Total Rate per week \$
Pyrotechnician	550.40	20.00	570.40
Mixer - dry powder	520.00	20.00	540.00
Mixer sparkler department	520.00	20.00	540.00
All other employees	504.40	27.00*	531.40*

\* Award Review Classification Rate

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Former Amount \$	New Amount \$
1	9(i)	Meal Allowance	7.60	7.85
2	9(ii)	Incremental Rates - 3rd -4th Year	7.85	8.15
3	9(ii)	Incremental Rates - 5th-9th Year	4.15	4.30
4	9(ii)	Incremental Rates - 10th Year & Thereafter	4.15	4.30
5	9(iii)	First Aid Allowance	3.10	3.20

3. This variation shall take effect from the first full pay period to commence on or after the 18 August 2007.

D.W. RITCHIE, Commissioner

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**BREAD INDUSTRY (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 996 of 2007)

Before Commissioner Ritchie

9 July 2007

**VARIATION**

1. Delete paragraph (b) of subclause (i) of clause 4, Rates of Pay and Allowances, of the award published 17 December 2004 (347 I.G. 796) and insert in lieu thereof the following:
  - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
    1. any equivalent over award payments, and/or
    2. award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Wages**

Classification	Former Rate per week \$	SWC 2007 \$	Total Rate per week \$
Bread Industry Employee Level 1	678.70	20.00	698.70
Bread Industry Employee Level 2	637.20	20.00	657.20
Bread Industry Employee Level 3	615.50	20.00	635.50
Bread Industry Employee Level 4	581.10	20.00	601.10
Bread Industry Employee Level 5	559.50	20.00	579.50
Bread Industry Employee Level 6	536.60	20.00	556.60

**Table 2 - Other Rates And Allowances**

Item	Clause No.	Brief Description	Amount Payable
1	2(v)(b) 4(vi)(g)(i)	Apprentices' Allowance: Stage 1 pass	\$6.05 per week
2	2(v)(c) 4(vi)(g)(ii)	Apprentices' Allowance: Completion of course	\$16.95 per week
3	4(vi)(a)1	Leading Operator: Up to four employees	\$15.50 per week
4	4(vi)(a)2	Leading Operator: More than four employees	\$30.95 per week
5	4(vi)(b)	Heavy Vehicle Driving:	
5.1	4(vi)(b)1	Over 3 and up to 4.5 tonnes	\$3.90 per week
5.2	4(vi)(b)2	Over 4.5 up to 14.95 tonnes	\$30.85 per week
5.3	4(vi)(b)3	Over 14.95 tonnes	\$40.70 per week
5.4	4(vi)(b)4	Semi-trailer	\$73.15 per week

6	4(vi)(c)	Merchandising Allowance:	
6.1		Flat amount	\$15.60 per day
6.2		Variable amount	\$0.31 per klm
7	4(vi)(d)	First Aid Allowance	\$13.25 per week
8	4(vi)(e)	Boiler Allowance	\$13.80 per week
9	4(vi)(f)	Meal Allowance	\$11.40 per meal

3. This variation shall take effect on and from the first full pay period to commence on or after 9 August 2007.

D.W. RITCHIE, Commissioner

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**MISCELLANEOUS GARDENERS, &c. (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 993 of 2007)

Before Commissioner Ritchie

26 July 2007

1. Delete paragraph (b) of subclause (i) of clause 10, Wages of the award published 20 April 2001 (324 I.G. 16), and insert in lieu thereof the following:
  - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
    - (1) any equivalent overaward payments, and/or
    - (2) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 1 - Wages**

Classification	Former Rate Per Week \$	SWC 2007 \$	New Rate Per Week \$
Introductory Level	504.40	20.00	524.40
Level 1	521.10	20.00	541.10
Level 2	543.60	20.00	563.60
Level 3	564.50	20.00	584.50
Level 4	598.20	20.00	618.20

**Table 2 - Allowances**

Item No.	Clause No.	Brief Description	Former Amount \$	New Amount \$
1	11(i)	Leading Hand Allowance	23.94 per week, or 4.77 per day	24.90 per week, or 4.98 per day
2	11(ii)	First Aid Certificate	13.02 per week	13.54 per week
3	11(ii)	First Aid Certificate	2.60 per day	2.70 per day
4	11(iii)	Meal Money	7.99 per meal	8.25 per meal

3. This variation shall take effect from the first full pay period to commence on or after 4 September 2007.

D.W. RITCHIE, Commissioner

## MISCELLANEOUS WORKERS' - INDEPENDENT SCHOOLS AND COLLEGES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 988 of 2007)

Before Commissioner Ritchie

9 July 2007

### VARIATION

1. Delete subclause (v), of clause 13, Wages and Classification Structure, of the award published 4 May 2001 (324 I.G. 579), and insert in lieu thereof the following:

#### 13. Wages and Classification Structures

The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:

- (a) any equivalent over award payments, and/or
  - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Wage Rates, and Table 2 - Other Rates and Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 1 - Wage Rates**

Classification	Former Rate \$ per week	State Wage Case 2007 increase	New rate per week \$
LEVEL 6	647.70	20.00	667.70
LEVEL 5	625.30	20.00	645.30
LEVEL 4	587.40	20.00	607.40
LEVEL 3	566.70	20.00	586.70
LEVEL 2	554.90	20.00	574.90
LEVEL 1	542.60	20.00	562.60

**Table 2 - Other Rates And Allowances**

Item No.	Clause No.	Brief Description	Former Amount	New Amount
1	11(v)(a) and (b)	Meal Allowance - Overtime		
		First Meal	\$8.50	\$8.75
		Second and subsequent meals	\$8.50	\$8.75
2	15(i)	Toilet Cleaning	\$7.74 per week	\$8.05 per week
3	15 (ii)	Leading Hands in Charge of:	Per Week	Per Week
		1-5 employees	\$19.61	\$20.39
		6-10 employees	\$24.39	\$25.37
		11-15 employees	\$32.77	\$34.08
		16-20 employees	\$39.61	\$41.19
		Over 20 employees	\$39.61	\$41.19
Each extra employee over 20 employees	\$0.56 cents	\$0.58 cents		

4	15 (iii)	First Aid Allowance	\$11.76 per week \$2.35 per day	\$12.23 per week \$2.45 per day to a maximum of \$12.23 per week
5	15 (iv)(a) and (b)	Uniforms - Laundering Allowances Uniforms  Aprons Chefs Overalls Trousers	\$6.49 per week \$1.30 per shift \$2.89 per week \$8.86 per week	\$6.57 per week \$1.31 per shift \$2.93 per week \$8.98 per week
6	15(v)	Qualification Allowance Cleaning Supervisor's Course	\$15.96 per week \$3.19 per day	\$16.60 per week \$3.32 per day
7	15(viii)	Refuse Disposal - Cleaners	\$0.83 cents per hour Maximum \$16.82 per week	\$0.86 cents per hour Maximum \$17.49 per week
8	15(ix)	Multi-purpose Machines - cleaners	\$2.13 per shift	\$2.22 per shift
9	15(x)	Locomotion Allowance - General Service Employees Stream Employee providing own vehicle  Employee providing own bicycle	\$22.04 per shift plus fuel \$1.99 per shift	\$22.08 per shift plus fuel \$1.99 per shift
10	16(i)(a), 16(i)(b), 16(i)(c)	Broken Shift Allowances (a) Three shifts per day (b) Two shifts per day	\$8.23 per day \$3.78 per day	\$8.56 per day \$3.93 per day
11	16(i)(c)	Excess Fares Allowances	\$7.74 per week	\$8.00 per week
12	33(ii)	Tool Allowance - Apprentice Cooks - where tools not supplied	\$0.81 per week	\$0.84 per week

3. This variation shall take effect from the first full pay period to commence on or after 18 October 2007.

D.W. RITCHIE, Commissioner

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## POTTERY INDUSTRY (STATE) AWARD

### INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch) , Industrial Organisation of Employees.

(No. IRC 1113 of 2007)

Before Commissioner Ritchie

3 August 2007

### VARIATION

1. Delete subclause 5.3.2 of clause 5.3, Wages, of Section 5 - Wages and Related Matters, of the award published 1 June 2001 (325 IG 87) and insert in lieu thereof the following:

#### 5.3.2 State Wage Case Adjustments

The rates of pay in this award include the adjustment payable under the State Wage Case of June 2007. These increases may be offset against:

- (a) any equivalent over-award payments and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

State Wage Case	Increase \$	Allowances %
May 2000	15.00	3.1
May 2001	13.00	3.0
May 2002	18.00	3.5
May 2003	17.00	3.2
June 2004	19.00	3.5
June 2005	17.00	3.0
June 2006	20.00	4.0
June 2007	20.00	4.0

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

### PART B

#### MONETARY PAYMENTS

**Table 1 - Wage Rates**

Classification	Previous Rate \$	SWC 2007 Adjustment \$	New Rate \$
Group One	507.10	24.30	531.40
Group Two	511.60	20.00	531.60
Group Three	517.40	20.00	537.40
Group Four	524.10	20.00	544.10
Group Five	530.70	20.00	550.70
Group Six	542.60	20.00	562.60
Group Seven	557.60	20.00	577.60

**Table 2 - Other Rates And Allowances**

Item No.	Clause No.	Brief Description	Amount
			\$
1	5.5.1	Industry Allowance	21.14 per week
2	5.2.2	Leading Hand (1-7 emp)	22.61 week
		Leading Hand (over 7 emp)	30.23 per week
3	6.2.3	Meal Allowance	8.60 for each meal
4	5.5.2 (a)	Shift allowance - rotating day-afternoon, day - night, day-afternoon-night shift	7.95 per shift
5	5.5.2 (b)	Shift allowance - rotating afternoon-night shift	11.85 per shift
6	5.5.2 (c)	Shift allowance - permanent night shift	23.31 per shift
7	5.5.4	First Aid Allowance	2.00 per day

3. This variation shall take effect from the beginning of the first pay period to commence on or after 17 January 2008.

D. W. RITCHIE, Commissioner.

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## ROOFING TILE MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch) , Industrial Organisation of Employees.

(No. IRC 1113 of 2007)

Before Commissioner Ritchie

3 August 2007

### VARIATION

1. Delete clause 5.2, State Wage Case Adjustments of Part 5 - Wages and Related Matters of the award published 29 July 2005 (352 I.G. 804) and insert in lieu thereof the following:

#### 5.2. State Wage Case Adjustments

The rates of pay in this award include the adjustment payable under the State Wage Case 2007. This increase may be offset against:

- (a) any equivalent overaward payments and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

State Wage Case	Increase \$	Allowances %
May 2000	15.00	3.1
May 2001	13.00	3.0
May 2002	18.00	3.5
May 2003	17.00	3.2
June 2004	19.00	3.5
June 2005	17.00	3.0
June 2006	20.00	4.0
June 2007	20.00	4.0

2. Delete Part B, Monetary Payments, and insert in lieu thereof the following;

### PART B

#### MONETARY PAYMENTS

Table 1

Classification	Award Rate Per Week	Safety Net	Total Per Week
Group I			
Moulder	538.90	20.00	558.90
Ridge Area Operator	538.90	20.00	558.90
Press Area Operator	538.90	20.00	558.90
Glaze Area Operator	538.90	20.00	558.90
Fork Lift Driver (Permit)	538.90	20.00	558.90
Finger Truck Operator	538.90	20.00	558.90
Cleaner	538.90	20.00	558.90
Sweeper	538.90	20.00	558.90
Driver	538.90	20.00	558.90



Millman	538.90	20.00	558.90
Yardman	538.90	20.00	558.90
Group II			
Glaze Preparator	552.00	20.00	572.00
Die Maker	552.00	20.00	572.00
Clay Prep Area Operator	552.00	20.00	572.00
Panel Control Operator	552.00	20.00	572.00
Tile Handling Area Operator	552.00	20.00	572.00
Front-end Loader Operator	552.00	20.00	572.00
Ridge Plant Operator	552.00	20.00	572.00
Fork Lift Driver (licensed)	552.00	20.00	572.00
Moulder 1	552.00	20.00	572.00
Group III			
Moulder II	560.65	20.00	580.65
Plant Maintenance Operator	572.00	20.00	592.00
Tunnel Kiln Operator	572.00	20.00	592.00
Senior Tunnel Kiln Operator (temp)	622.05	20.00	642.05

**Table 2 - Other Rates and Allowances**

Item No	Clause No	Brief Description	Amount \$
1	5.1.2	Industry Allowance	21.85 per week
2	5.1.3	Leading Hand (1-7 emp)	21.85 per week
		Leading Hand (over 7 emp)	29.31 per week
3	6.4.4	Meal Allowance	6.43 per meal
4	5.5.2(a)	Shift allowance - rotating day -afternoon, day-night, day-afternoon-night shift	10.76 per shift
5	5.5.2(b)	Shift allowance - rotating afternoon - night shift	13.52 per shift
6	5.5.2 {c}	Shift allowance - permanent night shift	25.25 per shift
7	5.5.3	Manganese Dioxide	1.73 per hour
8	5.5.4	First Aid allowance	2.38 per day

3. This variation shall take effect from the first full pay period commencing on or after 17 January 2008.

D.W. RITCHIE, Commissioner

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**REFRACTORY INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch) , Industrial Organisation of Employees.

(No. IRC 1113 of 2007)

Before Commissioner Ritchie

3 August 2007

**VARIATION**

1. Delete clause 5, State Wage Case Adjustments, of the award published 5 October 2001 (328 I.G. 383) and insert in lieu thereof the following:

**5. State Wage Case Adjustments**

The rates of pay in this award include the adjustment payable under the State Wage Case 2007. This increase may be offset against:

- (a) any equivalent overaward payments and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

State Wage Case	Increase \$	Allowances %
May 2000	15.00	3.1
May 2001	13.00	3.0
May 2002	18.00	3.5
May 2003	17.00	3.2
June 2004	19.00	3.5
June 2005	17.00	3.0
June 2006	20.00	4.0
June 2007	20.00	4.0

2. Delete Part B, Monetary Payments, and insert in lieu thereof the following;

**PART B****MONETARY PAYMENTS****Table 1 - Wage Rates**

Classification	Award rate per week \$	Safety net adjustment \$	Total per week \$
Basic Entry Level	504.80	20.00	524.80
Level 1	523.10	20.00	543.10
Level 2	534.30	20.00	554.30
Level 3	546.50	20.00	566.50
Level 4	564.00	20.00	584.00

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	9.3	Industry Allowance	21.20 per week
2	11.2	Leading Hand	36.13 per week
3	16.4	Meal Allowance	8.82 then 7.47 for each subsequent meal
4	18.1 (a)	Shift allowance - rotating day-afternoon, day-night, day-afternoon-night shift	7.89 per shift
5	18.1 (b)	Shift allowance - rotating afternoon-night shift	11.79 per shift
6	18.1 (c)	Shift allowance - permanent night shift	23.25 per shift
8	37	First Aid Allowance	2.11 per day

3. This variation shall take effect from the first full pay period commencing on or after 17 January 2008.

D.W. RITCHIE, Commissioner

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**BRICK AND PAVER INDUSTRY (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Construction, Forestry, Mining and Energy Union (New South Wales Branch), Industrial Organisation of Employees.

(No. IRC 1113 of 2007)

Before Commissioner Ritchie

3 August 2007

**VARIATION**

1. Delete subclause 5.2.1 of clause 5.2, Wages, of Part 5, Wages and Related Matters, of the award published 1 September 2000 (318 I.G. 236) and insert in lieu there of the following:

## 5.2.1 State Wage Case Adjustments

The rates of pay in this award include the adjustment payable under the State Wage Case of 2007. This adjustment may be offset against

- (a) any equivalent over-award payments and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

State Wage Case	Increase \$	Allowances %
May 2000	15.00	3.1
May 2001	13.00/15.00	3.0
May 2002	18.00	3.5
May 2003	17.00	3.2
June 2004	19.00	3.5
June 2005	17.00	3.0
June 2006	20.00	4.0
June 2007	20.00	4.0

2. Delete B, Monetary Payments, and insert in lieu thereof the following:

**PART B****MONETARY PAYMENTS**

**Table 1 - Wages**

- (a) Automated and Semi-automated Yards:

Classification	Award Rate Per Week \$	Safety Net Adjustment \$	Total Per Week \$
Division A	538.60	20.00	558.60
Division B	555.50	20.00	575.50
Division C	568.50	20.00	588.50
Division D	583.50	20.00	603.50
Division E	608.40	20.00	628.40

## (b) Manually Operated Yards:

Classification	Award Rate Per Week \$	Safety Net Adjustment \$	Total Per Week \$
Division A	538.60	20.00	558.60
Division B	551.30	20.00	571.30
Division C	555.50	20.00	575.50
Division D	568.50	20.00	588.50
Division E	608.40	20.00	628.40

**Table 2 - Other Rates And Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	5.1.3	Leading Hand	32.01 per week
2	6.3.3	Meal allowance	8.43, then 6.97 for each subsequent meal
3	5.5.2(a)	Shift allowance - rotating day-afternoon, day-night, day-afternoon-night shift	7.96 per shift
4	5.5.2(b)	Shift allowance - rotating afternoon-night or permanent afternoon shift	11.85 per shift
5	5.5.2(c)	Shift allowance - permanent night shift	23.47 per shift
6	5.6.1	Piecework	2.22 per day
7	5.6.6	Hand Setting - Intermittent Fired Kilns - Standard Bricks	0.40 per thousand
		Hand Setting - Intermittent Fired Kilns - Outsize Bricks	0.86 per thousand
8	5.6.6	Hand Setting - Standard Face Bricks - Outsize Bricks	0.43 per thousand 0.70 per thousand
9	4.6.3	Attending - 3 Oil Fired Kilns - 4 Oil Fired Kilns	11.09 per shift or part thereof 25.37 per shift or part thereof
10	4.7.6	Stacking Bricks - up to 9 metres from wicket - more than 9 metres from wicket	2.79 per thousand 0.88 per thousand for each further 9 metres or part thereof
		- Classers - more than 37 metres from wicket	1.67 per thousand, then 1.10 for each additional 9 metres
11	5.5.3	Travel allowance	3.46 per day
12	5.5.4	Manganese Dioxide - handling	0.54 per hour
13	5.5.5	First-aid	2.06 per day

3. This variation shall take effect from the first full pay period commencing on or after 17 January 2008.

D.W. RITCHIE, Commissioner

## PRIVATE PATHOLOGY LABORATORIES (STATE) AWARD

### INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 985 of 2007)

Before Commissioner Ritchie

9 July 2007

### VARIATION

1. Delete subclause (iii), of clause 4 Wages, of the award published 22 April 2005 (350 I.G. 287), and insert in lieu thereof the following:
  - (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
    - (a) any equivalent over award payments, and/or
    - (b) award wage increases since 29th May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

### PART B

#### MONETARY RATES

**Table 1 - Wages**

Classification	Former rate per week \$	SWC 2007 \$	New Rate per week \$
Pathology Aide - Laboratory			
Grade 3 on commencement	519.00	20.00	539.00
Grade 2 after 12 months	535.00	20.00	555.00
Grade 1 on appointment	566.00	20.00	586.00
Pathology Aide Ancillary			
Grade 3 on commencement	519.00	20.00	539.00
Grade 2 after 12 months	535.00	20.00	555.00
Grade 1 on appointment	566.00	20.00	586.00
Pathology Aide Courier			
On commencement	579.00	20.00	599.00
Pathology Collector			
Grade 4 in training	544.00	20.00	564.00
Grade 3 on appointment	584.00	20.00	604.00
Grade 2 on appointment	611.50	20.00	631.50
Grade 1 - Educator/Coordinator	642.30	20.00	662.30
Practice Trainee - Scientific and Technical Officers			
Stage 1 Scientific and Technical	419.00	20.00	439.00
Stage 2 Scientific and Technical	454.00	20.00	474.00
Stage 3 Scientific and Technical	499.00	20.00	519.00
Stage 4 Scientific and Technical and thereafter	528.00	20.00	548.00
Stage 5 Scientific	565.00	20.00	585.00

Stage 6 Scientific	589.00	20.00	609.00
Scientific and thereafter	616.60	20.00	636.60
Technical Officers			
Grade 4.2 on commencement	632.20	20.00	652.20
4.1 after 12 months service	650.70	20.00	670.70
3.3 on appointment	681.50	20.00	701.50
3.2 after 12 months service	702.00	20.00	722.00
3.1 after 2 years	717.30	20.00	737.30
2.2 on appointment - after at least 4 years at Grade 3	737.80	20.00	757.80
2.1 after 2 years service on performance	753.20	20.00	773.20
1.2 on appointment	789.10	20.00	809.10
1.1 after 3 years service on performance	807.60	20.00	827.60
Scientific Officers			
Grade 4.2 on commencement	642.50	20.00	662.50
4.1 after 12 months service	681.50	20.00	701.50
3.3 on appointment	743.00	20.00	763.00
3.2 after further 12 months service	763.50	20.00	783.50
3.1 after 2 years	789.10	20.00	809.10
2.2 on appointment after not less than 4 years at Grade 3	807.60	20.00	827.60
2.1 after 2 years service on performance	838.30	20.00	858.30
1.2 on appointment	867.10	20.00	887.10
1.1 after 3 years	897.80	20.00	917.80

**Table 2 - Allowances**

Item No	Clause No	Brief Description	Amount \$
1	8A (iii)	Meal Allowance Each Additional 4 hours' overtime	10.60 10.60
2	16 (i)	On-call Allowance (each day or shift) Monday to Saturday inclusive	14.75
3	16 (i)	On-call Allowance (each day or shift) Sunday	29.35
4	18	Locomotion	0.41 per km
5	19	First-aid Certificate	17.50 per week

3. This variation shall take effect on and from the first full pay period to commence on or after 12 August 2007.

D.W. RITCHIE, Commissioner

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## HEALTH, FITNESS AND INDOOR SPORTS CENTRES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 990 of 2007)

Before Commissioner Ritchie

26 July 2007

### VARIATION

1. Delete clause 31, State Wage Case Adjustment, of the award published 4 May 2001 (324 I.G. 497) and insert in lieu thereof the following:

#### 31. State Wage Case Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:

- (a) any equivalent over award payments, and/or
  - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Table 1 - Rates of Pay and Table 2 - Other Rates and Allowances, of Part B Monetary Rates and insert in lieu thereof the following:

**Table 1 - Rates of Pay**

Grade	Full Time \$	Hourly Rate \$
Level 1	524.40	13.80
Level 2	541.10	14.24
Level 3A	563.60	14.83
Level 3B	580.00	15.26
Level 4	582.80	15.34
Level 5	618.20	16.27
Level 6	681.40	17.93

Junior Rates for Levels 1,2 and 3	Percentage of Appropriate Adult Rate
At 16 years and under	55
At 17 years	65
At 18 years	75
At 19 years	85
At 20 years	100



**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount Per Week \$
1	2(c)	Supervisory loadings - Up to 5 employees	21.95 per week
2	2(c)	Supervisory loadings - 6 to 10 employees	30.00 per week
3	2(c)	Supervisory loadings - 11 or more employees	40.25 per week
4	21(a)	First-aid allowance	10.30 per week 2.06 per shift
5	23(a)	Stocking allowance	2.90
	23(b)	Toilet cleaning allowance	0.58 per day
	23(c)	Laundry Allowance	8.40 7.45 per week 1.49 per day
	23(d)	Broken Shift Allowance: For each broken shift so worked excess fares allowance	11.00 per day 8.00 per week or 1.60 per day

3. The variation shall take effect from the first full pay period to commence on or after 12 August 2007.

D.W. RITCHIE, Commissioner

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**CLERICAL AND ADMINISTRATIVE EMPLOYEES (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1117 of 2007)

Before Commissioner Macdonald

11 July 2007

**VARIATION**

1. Delete subclause 7.4 of clause 7, Payment of Wages, of the award published 17 March 2006 (358 I.G. 69), and insert in lieu thereof the following:

7.4 State Wage Case Adjustment

The rates of pay in this award include the adjustments payable under State Wage Case 2007. These adjustments may be offset against:

- (i) any equivalent over award payments, and/or;
  - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B Monetary Rates and insert in lieu the following:

The following minimum rates of wages shall take effect from the first pay period to commence on or after 13 July 2007.

**PART B****MONETARY RATES****Table 1 - Adult Wages**

Grade	Weekly Rate Pre SWC 2007	SWC 2007	Weekly Rate
1	\$543.60	\$20.00	\$563.60
2	\$564.50	\$20.00	\$584.50
3	\$598.20	\$20.00	\$618.20
4	\$639.90	\$20.00	\$659.90
5	\$700.50	\$20.00	\$720.50

**Table 2 - Junior Wages**

The minimum rates of wages per week for junior employees shall be as follows:

- (a) Equivalent to grade 3 or above

Age	Weekly Rate Pre SWC 2007 \$	SWC 2007 %	Weekly Rate \$
At 17 years of age	\$286.05	4%	\$297.50
At 18 years of age	\$353.45	4%	\$367.60

At 19 years of age	\$404.00	4%	\$420.15
At 20 years of age	\$476.95	4%	\$496.05

(b) All other junior employees

Age	Weekly Rate Pre SWC 2007 \$	SWC 2007 %	Weekly Rate \$
Under 17 years of age	\$214.70	4%	\$223.30
At 17 years of age	\$268.80	4%	\$279.55
At 18 years of age	\$329.45	4%	\$342.65
At 19 years of age	\$373.55	4%	\$388.50
At 20 years of age	\$439.60	4%	\$457.20

**Table 3 - Telephone Canvassers (Other Than For The Sale Of Goods)**

Classification	Weekly Rate pre SWC 2007	SWC 2007	Weekly Rate Full-time	Weekly Rate Part-time (Weekly rate divided by 38)	Hourly Rate Casual (Weekly rate divided by 38 plus 20% loading Includes 1/12 holiday pay)
Telephone Canvasser	\$521.10	\$20.00	\$541.10	\$14.24	\$17.09

**Table 4 - Other Rates And Allowances**

Item No.	Clause	Brief Description	Amount
1	9.9.1	Saturday Loadings: Adult Employees under 21 ears of age	\$16.15 \$10.90
2	10.3.2	Meal Money (shift Work)	\$11.65
3	13.1	Meal Allowance (Overtime)	\$11.65
4	13.5	Own Car Allowance: For vehicle 1,500cc and under For a vehicle over 1,500cc	\$89.05 \$110.05
5	13.5	Own Car allowance For use on a casual or incidental basis	0.61 per km
6	13.7	First-Aid Allowance	\$9.60

3. This variation shall take effect from the first pay period to commence on or after 13 July 2007.

A. MACDONALD, Commissioner

Printed by the authority of the Industrial Registrar.

**RESTAURANTS, &c., EMPLOYEES (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1094 of 2007)

Before Commissioner Macdonald

13 July 2007

**VARIATION**

1. Delete Part B, Monetary Rates, of the award published 19 January 2001 (321 I.G. 759), and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1- Wages**

Grade	Wage Total
1	531.30
2	548.30
3	573.90
4	592.60
5	627.00
6	667.60
7	688.90

The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:

- (a) any equivalent overaward payments, and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

**Table 2 - Other Rates And Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	7.1	Meal Allowance	11.05
2	14.2	Apprentice's Tool Allowance	0.71 per week
3	23.1	Laundry Allowance: - special clothing requiring ironing - special clothing not requiring ironing	3.25 per day to a maximum of 9.75 1.83 per day to a maximum of 5.65

2. This variation shall commence from the first full pay period on or after 24 August 2007.

A. W. MACDONALD, Commissioner.

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**HOTEL EMPLOYEES (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1092 of 2007)

Before Commissioner Macdonald

13 July 2007

**VARIATION**

1. Delete subclause (c) of clause 6, Arbitrated Safety Net Adjustment of the award published 10 May 2002 (333 I.G. 317), and insert in lieu thereof the following:
  - (c) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
    - (i) any equivalent overaward payments, and/or
    - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1 - Wages**

Classification	Wage Total \$
Bar Attendant	531.40
Cashier in Bars	531.40
First Cook	532.20
Qualified Cook	531.40
Cook Employed Alone	531.40
Breakfast & Other Cook	531.40
Head Waiter/ress and/or Host/ess	531.40
Other Waiters/resses, drink and/or Food	531.40
Cleaner in and about Bars	531.40
Cellarperson	531.40
Assistant Cell erson	531.40
Butcher	531.40
Pantryman/maid or Kitchenman/maid	531.40
Store person	531.40
Night Porter	531.40
Day Porter	531.40
Billiards Room Attendant	531.40
Commissionaire Messenger and/or Parking Attendant	531.40
Useful and Cleaner	531.40
Person not otherwise provided for	531.40

Office Employees -	
1st year of adult service in the clerical industry	531.40
2nd year of adult service in the clerical industry	531.40
3rd year of adult service in the clerical industry	531.40
Cashier - elsewhere	531.40
Housekeeper or Manager/ess	531.40
Snack Bar Attendant	531.40
Laundry employee	531.40
Houseman/maid	531.40
Houseman/maid who repairs linen or articles of any description	531.40
Pantryman/maid or Kitchenman/maid	531.40
Persons not otherwise provided for	531.40

**Table 2 - Other Rates And Allowances**

Item	Clause	Description	Amount \$
1	5 (a)	Whole of work between 7.00 pm and 7.00 am per hour	0.57
2	5 (a)	Whole of work between 7.00 pm and 7.00 am per hour - Minimum payment per day	4.58
3	5 (b) (i)	In Charge of more than four employees	9.73 per week
4	5 (b) (ii)	In Charge of six to ten employees	12.76 per week
5	5 (b) (iii)	In Charge of ten to twenty employees	14.71 per week
6	5 (b) (iv)	In Charge of more than twenty employees	24.66 per week
7	5 (c) (i)	Shorthand 80 wpm	4.62 per week
8	5 (c) (ii)	Shorthand 100 wpm	9.80 per week
9	5 (c) (iii)	Machine operator	4.51 per week
10	5 (d) (i)	Home deliveries	0.40 per hour
11	5 (d) (ii)	Home deliveries	0.40 per hour
12	5 (d) (ii)	Home deliveries maximum	0.80
13	6A (a) (i)	Apprentice proficiency (first occasion)	1.67 per week
14	6A (a) (ii)	Apprentice proficiency (second occasion)	2.70 per week
15	6A (a) (iii)	Apprentice proficiency (third occasion)	3.46 per week
16	7 (b) (1)	For all work between 7.00 pm and 7.00 am per hour	0.90
17	7 (b) (2)	For all work between 7.00 pm and 7.00 am per hour - Minimum payment per day	1.39
18	8 (a)	Board and residence adult employee	18.06 per week
19	8 (a)	Shared room Board and residence adult employee	17.31 per week
20	8 (b)	Lodgings only adult employee	11.14 per week
21	8 (b)	Shared room lodgings only adult employee	11.03 per week
22	8 (c)	Meal supplied during employee's spread of hours	1.27 per meal
23	10 (a) (1)	Apprentices - Part of work between 7.00 pm and 7.00 am per hour	0.34
24	10 (a) (1)	Apprentices - Part of work between 7.00 pm and 7.00 am per hour - Minimum payment per day	0.69
25	10 (a) (2)	Apprentices - Whole of work between 7.00 pm and 7.00 am per hour	0.37
26	10 (a) (2)	Apprentices - Whole of work between 7.00 pm and 7.00 am per hour - Minimum payment per day	3.10
27	25 (b)	Laundry special clothing - cooks	3.43 per week
28	25 (b)	Laundry special clothing - other than cooks	2.08 per week
29	26 (ii)	Apprentice - Tool allowance	0.63 per week

3. This variation shall commence from the first full pay period on or after 30 August 2007.

A. MACDONALD, Commissioner

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**MALTHOUSES (STATE) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 1093 of 2007)

Before Commissioner Macdonald

9 July 2007

1. Delete Part B, Monetary Rates, of the award published 7 December 2001 (330 IG. 25), and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1- Wages**

The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:

- (a) any equivalent over award payments, and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

Classification	Wage Total \$
Malthouse Employee	554.40

**Table 2 Other Rates And Allowances**

Item	Clause No.	Description	Amount
1	2	Flat Rate Allowance	9.70 per week
2	2	Shift Worker	48.40 per week
3	2	Leading Hand	31.40 per week
4	2	Laundry Allowance I	7.20 per week

2. This variation shall take effect from the first full pay period to commence on or after 11 August 2007.

A. MACDONALD, Commissioner

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**PEST CONTROL INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1365 of 2007)

Before Commissioner Bishop

31 August 2007

**VARIATION**

1. Delete subclause (e) of clause 3, Wages, of the award published 24 November 2000 (320 I.G. 592), and insert in lieu thereof the following:
  - (e) The rates of pay in this award include the adjustments payable under the State Wage Case of 2007. These adjustments may be offset against:
    - (i) any equivalent overaward payments; and/or
    - (ii) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

**PART B****MONETARY RATES****Table 1- Wages**

Group No	Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
	Trainee	504.40	20.00	524.40
1	Grade 1	529.80	20.00	549.80
2	Fumigator/ Technician	542.90	20.00	562.90
3	Senior Fumigator Senior Technician	558.50	20.00	578.50
4	Inspector	604.35	20.00	624.35

**Table 2- Other Rates and Allowances**

Item No.	Clause No.	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	3(d)	Leading Hand: 2-5 Employees	0.55 /hr	0.57 / hr
2	3(d)	Leading Hand: 5-10 Employees	0.73/ hr	0.76 / hr
3	3(d)	Leading Hand: More than 10 employees	0.96/hr	1.00 /hr
4	6(c)	Meal Allowance	11.30	11.80
5	6(d)	Meal Allowance - Overtime Or work past 12 noon	11.30	11.80
6	14(b)	Living Away from home allowance	415.20 / week	425.15 / week

7	17(b)	First-Aid Allowance	2.55 per day or shift	2.65 per day or shift
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"Note": These allowances are contemporary for expense related allowances as at 30 June 2007 and for work related allowances are inclusive of adjustment in accordance with the June 2007 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 31 August 2007.

E. A. R. BISHOP, Commissioner

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**CROWN EMPLOYEES (PUBLIC SECTOR - SALARIES 2007) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office, Department of Environment and Climate Change NSW.

(No. IRC 1076 of 2007)

Before Mr Deputy President Grayson

28 June 2007

**VARIATION**

1. Delete subclause (iii) of clause 3 Salaries of Part A, of the award published 30 March 2007(362 I.G. 404) and insert in lieu thereof the following:
  - (iii) Except as provided in subclause (iv) of this clause, the salaries prescribed in Part B reflect the salaries effective from the first pay period that commenced on or after 1 July 2006 including corrections to rates published in the 2004 Award, and 4% increase to salaries payable with effect from the first pay period to commence on or after 1 July 2007 contained in those Awards, Agreements and Determinations listed in Schedule A.
2. Insert new subclause (iv) in the said clause 3 as follows:
  - (iv) The annual salaries prescribed in Part B with respect to the Crown Employees (National Parks and Wildlife Service) Conditions of Employment 2000 Award for the classifications of Field Officer (Trainee), Field Officer, Senior Field Officer, Senior Field Officer (Plant), Field Supervisor and Senior Field Supervisor reflect the salaries effective from the first pay period that commenced on or after 1 July 2006 including corrections to rates published in the 2004 Award, and the agreement reached between the Association, the DPE and the Department of Environment and Climate Change on 23 May 2007 with respect to salaries payable with effect from the first pay period to commence on or after 1 July 2007.
3. Delete the table under Crown Employees (National Parks and Wildlife Service) Conditions of Employment 2000 Award in Part B - Monetary Rates and insert in lieu thereof the following:

**Crown Employees (National Parks and Wildlife Service) Conditions of Employment 2000 Award**

<b>National Parks and Wildlife Service</b>		
Classification and Grades	1.7.06 Per annum \$	1.7.07 Per annum \$
<b>Ranger Classification</b>		
<b>Trainee Rangers</b>		
1st year of service	39,891	41,487
2nd year of service	40,608	42,232
3rd year of service	41,832	43,505
4th year of service	42,582	44,285
5th year of service	43,024	44,745
6th year of service	43,646	45,392
<b>Rangers</b>		
Grade 1		
1st level	43,646	45,392
2nd level	45,363	47,178
3rd level	47,894	49,810
4th level	51,332	53,385
5th level	56,578	58,841

6th level	59,889	62,285
<b>Grade 2</b>		
1st year	61,083	63,526
2nd year	62,896	65,412
3rd year	64,810	67,402
4th year	67,415	70,112
<b>Senior Ranger</b>		
1st year & thereafter	72,455	75,353
<b>Assistant District Manager</b>		
Grade 1	74,614	77,599
Grade 2	79,844	83,038
Grade 3	86,299	89,751
Grade 4	89,959	93,557
<b>District Manager</b>		
Grade 1	76,715	79,784
Grade 2	82,226	85,515
Grade 3	89,959	93,557
Grade 4	95,595	99,419
Grade 5	99,806	103,798
<b>Project/Research Officer</b>		
Grade 1		
1st year	45,203	47,011
2nd year	46,653	48,519
3rd year	50,892	52,928
4th year	54,869	57,064
5th year	58,821	61,174
<b>Grade 2*</b>		
1st year	63,007	65,527
2nd year	64,851	67,445
3rd year	66,796	69,468
<b>Grade 3*</b>		
1st year	70,160	72,966
2nd year	72,412	75,308
3rd year	74,653	77,639
4th year	76,140	79,186
<b>Grade 4*</b>		
1st year	76,870	79,945
2nd year	79,081	82,244
<b>Grade 5</b>		
1st year	83,090	86,414
2nd year	86,615	90,080
<b>Grade 6</b>		
1st year	92,040	95,722
2nd year	93,006	96,726
* Progression criteria applies		
<b>Project Officer (Aboriginal Positions)</b>		
Grade 1		
1st year	45,203	47,011
2nd year	46,653	48,519
3rd year	50,892	52,928
4th year	54,869	57,064
5th year	58,821	61,174
<b>Grade 2*</b>		
1st year	63,007	65,527
2nd year	64,851	67,445
3rd year	66,796	69,468

Grade 3*		
1st year	70,160	72,966
2nd year	72,412	75,308
3rd year	74,653	77,639
4th year	76,140	79,186
Grade 4*		
1st year	76,870	79,945
2nd year	79,081	82,244
Grade 5		
1st year	83,090	86,414
2nd year	86,615	90,080
Grade 6		
1st year	92,040	95,722
2nd year	93,006	96,726
*Progression criteria applies		
<b>Field Officer</b>		
Trainee		
1st year	36,972	NA
2nd year	37,923	NA
<b>Field Officer Base Grade 1/2</b>		
Employees Engaged on or after 1 July 2007		
Grade 1		
Year 1	NA	35,658
Year 2	NA	36,558
Grade 2		
Year 1	NA	37,402
Year 2	NA	39,146
<b>Field Officer Grade 1/4</b>		
Employees Engaged on or after 1 July 2007		
Grade 1		
1st year	NA	35,658
2nd year	NA	36,558
Grade 2		
1st year	NA	37,402
2nd year	NA	39,146
Grade 3 (A)		
1st year	NA	44,668
2nd year	NA	45,456
Grade 4 (A)		
1st year	NA	46,728
2nd year	NA	47,572
<b>Field Officer Grade 1/4</b>		
Employees engaged on or before 30 June 2007		
Grade 1		
1st year	40,418	41,227
2nd year	41,175	41,997
Grade 2		
1st year	41,792	42,628
2nd year	42,592	43,444
Grade 3 (A)		
1st year	43,367	44,668
2nd year	44,132	45,456
Grade 4 (A)		
1st year	44,931	46,728
2nd year	45,742	47,572

<b>Field Officer Grade B3/B4</b>		
Employees engaged on or before 30 June 2007		
Grade 3 (B)		
1st year	43,367	44,668
2nd year	44,132	45,456
Grade 4 (B)		
1st year	44,931	46,728
2nd year	45,742	47,572
<b>Senior Field Officer and Senior Field Officer (Plant)</b>		
Grade 1		
1st year	46,535	48,628
2nd year	47,176	49,455
Grade 2		
1st year	47,975	50,456
2nd year	48,826	51,511
Grade 3 (Geographic)		
1st year	49,243	NA
2nd year	50,085	NA
<b>Field Supervisor</b>		
Grade 1		
1st year	50,502	53,279
2nd year	51,380	54,500
Grade 2		
1st year	52,037	55,720
2nd year	52,969	56,942

<b>Senior Field Supervisor</b>			
	1.7.06 Per annum \$	Grade 1	1.7.07 Per annum \$
1st year	54,876	1st year	61,778
2nd year	55,815	2nd year	63,296
		Grade 2	
		1st year	64,815
		2nd year	66,333

4. This variation shall take effect from 28 June 2007.

J. P. GRAYSON *D.P.*

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## TAXI INDUSTRY (CONTRACT DRIVERS) CONTRACT DETERMINATION, 1984

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Taxi Industry Association.

(No. IRC 1323 of 2007)

Before The Honourable Justice Marks

27 August 2007

### VARIATION

1. Delete Table 1 - Wages, Rates Summary and Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, of the contract determination published 2 August 1991 (264 I.G. 456), and insert in lieu thereof the following:

**Table 1 - Wages**

**Rates Summary**

Shift	Maximum Pay-in Including GST	Km	Excess per Km
Day Shifts - all days	145.01	260	0.60 cents
Night shifts - Monday	157.34	300	0.60 cents
Night shifts - Tuesday	160.07	320	0.60 cents
Night shifts - Wednesday	172.60	320	0.60 cents
Night shifts - Thursday	194.74	350	0.60 cents
Night shifts - Friday	220.87	400	0.60 cents
Night shifts - Saturday	220.87	400	0.60 cents
Night shifts - Sunday	171.22	320	0.60 cents

**Table 2 - Other Rates & Allowances (exclusive of GST)**

Clause No.	Brief Description	Amount \$
2(j)	Excess fee amount	0.60 cents
19(b)(i)	Annual leave pay - (bailee - 12 months)	701.60
19(b)(ii)	Annual leave pay - (bailee- 3 to 12 months)	701.60 x 4/48 x no. of weeks
20	Sick Leave	140.80
21	Bond	115.84
23(ii)	Incomplete shift	17.60

2. This variation shall take effect from 28 August 2007.

F. MARKS J.



**CROWN EMPLOYEES (LANDS OFFICERS, DEPARTMENT OF  
LANDS AND DEPARTMENT OF INFRASTRUCTURE, PLANNING  
AND NATURAL RESOURCES 2003) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the *Industrial Relations Act* 1996.

(No. IRC 604 of 2007)

Before Commissioner Ritchie

17 September 2007

**ORDER OF RESCISSION**

The Industrial Relations Commission of New South Wales orders that the Crown Employees (Lands Officers, Department of Lands and Department of Infrastructure, Planning and Natural Resources 2003) Award published 13 August 2004 (345 I.G. 737) as varied, be rescinded on and from 17 September 2007.

D. W. RITCHIE, Commissioner.

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**Key to Abbreviations Used:**

<i>(ACC)</i>	—	<i>Award of Conciliation Commissioner/Committee.</i>
<i>(AIC)</i>	—	<i>Award of Industrial Commission.</i>
<i>(AIRC)</i>	—	<i>Award of Industrial Relations Commission.</i>
<i>(AR)</i>	—	<i>Award Reprint (Consolidation).</i>
<i>(ART)</i>	—	<i>Award of Retail Trade Industrial Tribunal.</i>
<i>(CD)</i>	—	<i>Contract Determination.</i>
<i>(CORR)</i>	—	<i>Correction..</i>
<i>(ERR)</i>	—	<i>Erratum.</i>
<i>(OCC)</i>	—	<i>Order of Conciliation Commissioner.</i>
<i>(OIC)</i>	—	<i>Order of Industrial Commission.</i>
<i>(OIRC)</i>	—	<i>Order of Industrial Relations Commission.</i>
<i>(OIR)</i>	—	<i>Order of Industrial Registrar.</i>
<i>(RIRC)</i>	—	<i>Reviewed Award.</i>
<i>(RVIRC)</i>	—	<i>Variation - Reviewed Award.</i>
<i>(VCC)</i>	—	<i>Variation by Conciliation Commissioner/Committee.</i>
<i>(VCD)</i>	—	<i>Variation of Contract Determination.</i>
<i>(VIC)</i>	—	<i>Variation by Industrial Commission.</i>
<i>(VIR)</i>	—	<i>Variation by Industrial Registrar.</i>
<i>(VIRC)</i>	—	<i>Variation by Industrial Relations Commission.</i>
<i>(VRT)</i>	—	<i>Variation by Retail Trade Industrial Tribunal.</i>
<i>(VSW)</i>	—	<i>Variation following State Wage Case.</i>

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Basell Australia Pty Ltd PPU Clyde Operators Award 2005	(OIRC) 952
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Biscuit and Cake Makers (State)	(OIRC) 29
Blue Circle Packaging Plant (State)	(OIRC) 956
Blue Circle Southern Cement (State)	(OIRC) 960
BlueScope Steel (AIS) Pty Ltd - Port Kembla Steel Works Employees Award 2004	(OIRC) 964
Bluescope Steel Limited - Springhill and CRM Employees Award 2004	(OIRC) 968
Boiling Down and By-Products (Cumberland) Consolidated	(OIRC) 33
Boral Australia Gypsum Camellia Consent Enterprise (State) Award 2004	(OIRC) 405
Boral Drill and Blast Team (State)	(OIRC) 972
Boral EMU Plains Quarry (State) Award 2006	(OIRC) 976
Boral Peats Ridge Quarry (State)	(OIRC) 980
Boral Prospect Quarry (State)	(OIRC) 984
Boral Resources (Country) Pty Limited Concrete Batching Industry (State)	(OIRC) 988
Boral Resources (Country) Pty Limited Quarrying Industry (State)	(OIRC) 992
Boral St. Peters Terminal (State)	(OIRC) 996
Bowling and Golf Clubs Employees (State)	(OIRC) 37
Bread Industry (State)	(VSW) 1472
Bread Vendors (Tip Top Bakeries - Newcastle) Award 2001	(OIRC) 1000
Breweries (State)	(OIRC) 41
Breweries, Maintenance Employees (State)	(OIRC) 45
Brick and Paver Industry (State)	(VSW) 1483
Broken Hill Commerce and Industry Agreement Consent Award 2001	(OIRC) 49

Broken Hill Commerce and Industry Agreement Consent Award 2001	(VSW)	642
Building and Construction Industry (State)	(VSW)	880
Building Crane Drivers (State)	(OIRC)	53
Building Crane Drivers (State)	(VSW)	910
Building Employees Mixed Industries (State)	(OIRC)	57
Building Employees Mixed Industries (State)	(VSW)	916
Bullivants Pty Limited - Unanderra	(OIRC)	409
Button Makers (State)	(VSW)	661
Button Makers (State)	(CORR)	1276
Button Makers, (State)	(OIRC)	61
Caltex/Kurnell Maintenance	(OIRC)	1004
Canteen, &c., Workers (State)	(VSW)	663
Caterers Employees (State)	(VSW)	677
Cemetery and Crematoria Employees (State)	(OIRC)	65
Cemetery and Crematoria Employees (State)	(VSW)	679
Central Coast Cold Stores Consent Enterprise Award 2000	(OIRC)	413
Chemical Workers (State) Award	(OIRC)	69
Chickadee Foods Pty Ltd (Lisarow Site)	(OIRC)	1008
Chubb Security Services Cash Processing and Clerical and Administrative Employees	(OIRC)	1012
City of Sydney Wages/Salary Award 2002	(OIRC)	1016
Clerical and Administrative Employees (State)	(VSW)	1489
Clerical and Administrative Employees in Temporary Employment Services (State)	(VSW)	693
Clerical Employees in Retail (State)	(VSW)	695
Clothing Trades (State)	(OIRC)	73
Clothing Trades (State)	(VSW)	681
Club Employees (State)	(VSW)	667
Club Managers' (State) Award 2006	(OIRC)	77
Coachmakers, &c., Road and Perambulator Manufacturers (State)	(OIRC)	81
Coal Superintending Samplers (State)	(OIRC)	85
Cold Storage Enterprise Award 1998	(OIRC)	417
Coleambally Irrigation Consent Award 2004	(OIRC)	1020
Com 10 Pty Ltd Enterprise Award 1998	(OIRC)	421
Confectioners (State)	(OIRC)	89
Connex Sydney Pty Ltd Trading As Metro Monorail (State) Enterprise Award 2003	(OIRC)	425
Continental Carbon Australia Pty Limited Maintenance and Production Enterprise Award 2003	(OIRC)	429
Cooma Challenge Limited Business Services (State), The	(VSW)	683
Cooma Challenge Limited Business Services (State), The	(OIRC)	1024
Cotton Ginning, &c., Employees (State)	(VSW)	665
Cotton Growing Employees (State)	(VSW)	874
Country Energy Enterprise Award 2007	(AIRC)	1367
Crown Employees (Centennial Park And Moore Park Trust Building and Mechanical Services Staff) Award 2007	(RIRC)	1358
Crown Employees (Department of Commerce) Wages Staff Award 2005	(VIRC)	705
Crown Employees (Department of Environment and Climate Change - Parks and Wildlife Group) Field Officers and Skilled Trades Salaries and Conditions 2007	(AIRC)	1404
Crown Employees (Department of Environment and Climate Change - Parks and Wildlife Group) Field Officer Payments Award 2007	(AIRC)	1440
Crown Employees (General Assistants in Schools - Department of Education and Training)	(RIRC)	790
Crown Employees (General Staff - Salaries) Award 2007	(RIRC)	1331
Crown Employees (Greyhound and Harness Racing Regulatory Authority - Harness Racing Staff) Conditions of Employment Award 2007	(RIRC)	806
Crown Employees (Health Care Complaints Commission, Medical		

Advisers) Award 2007	(AIRC)	628
Crown Employees (NSW Department of Community Services) After Hours Service	(RIRC)	731
Crown Employees (NSW Department of Primary Industries - Forests NSW) Senior Staff	(RIRC)	1346
Crown Employees (NSW Department of Primary Industries - Forests NSW) Forestry Field Officers	(RIRC)	1350
Crown Employees (NSW Police (Nurses'))	(VIRC)	926
Crown Employees (NSW Police Force Communications Officers)	(RIRC)	780
Crown Employees (Parliamentary Electorate Officers)	(RIRC)	752
Crown Employees (Police Medical Officers - Clinical Forensic Medicine) (State)	(VIRC)	709
Crown Employees (Police Medical Officers - Clinical Forensic Medicine) (State)	(RIRC)	798
Crown Employees (Public Sector - Salaries 2007)	(VIRC)	1499
Crown Employees (Royal Botanic Gardens, Building and Mechanical Trades Staff)	(VIRC)	710
Crown Employees (School Administrative and Support Staff, General Assistants in Schools) Standdown	(RIRC)	750
Crown Employees (Skilled Trades)	(RIRC)	1291
Crown Employees (State Emergency Service) Learning and Development Officers Award 2007	(RIRC)	767
Crown Employees (Transferred Employees Compensation)	(RIRC)	843
Crown Employees (Transport Drivers, &c.)	(RIRC)	772
Crown Employees Wages Staff (Rates of Pay) Award 2007	(AIRC)	593
CSR Ltd trading as The Readymix Group Sydney Raw Materials Transport (State) Award No. 4 2000	(OIRC)	433
Dairy Farmers TWU Enterprise Award 2002	(OIRC)	437
Devro Pty Limited Operating Employees Award 2003	(OIRC)	441
Downer Energy Systems Pty Ltd and Clyde Babcock-Hitachi (Australia) Pty Ltd Consortium Condong & Broadwater Co Generation Construction Projects Consent Award 2005	(OIRC)	1028
Dry Cleaning (State)	(OIRC)	93
Dry Cleaning (State)	(VSW)	685
Eastern Distributor Consent (State) Award 2005	(OIRC)	1032
Eastern Distributor ETU Consent Award 2002	(OIRC)	445
Educators (Life Education) (State) Award 2006	(OIRC)	113
Electrical, Electronic and Communications Contracting Industry (State)	(VSW)	865
Electricians, &c. (State)	(OIRC)	117
Electricians, &c. (State)	(VSW)	868
Electro Group and Australian Workers' Union, New South Wales Gas Training (State)	(OIRC)	1036
Engine Drivers, &c., General (State)	(OIRC)	121
Engine Drivers, &c., General (State)	(VSW)	912
Engine Packing Manufacture (State)	(VSW)	1462
Entertainment And Broadcasting Industry - Film And Video Production (State)	(OIRC)	125
Entertainment And Broadcasting Industry - Film And Video Production (State)	(CORR)	725
Entertainment and Broadcasting Industry - Live Theatre and Concert (State)	(OIRC)	129
F. J. Walker Foods (Transport Workers) Blacktown Consolidated Award 2000	(OIRC)	449
Farriers (State)	(OIRC)	133
Fernz Minerals Banksmeadow Site Enterprise Consent Award 2001, The Fibre Cement (State)	(OIRC)	1040
Fibre Cement (State)	(OIRC)	137
Fish and Fish Marketing (State) Consolidated	(VSW)	878
Flyash Australia (State) Award 2002	(OIRC)	1044
Food Preservers (State)	(OIRC)	141

Footwear Manufacturing Industry (State)	(OIRC)	145
Footwear Manufacturing Industry (State)	(VSW)	690
Fresh Start Bakeries Australia Pty Limited (NSW) Enterprise Award 2004	(OIRC)	1048
Friction Materials, &c., Manufacture (State)	(OIRC)	149
Friction Materials, &c., Manufacture (State)	(VSW)	1464
Frigmobile Pty Limited Employees Enterprise	(OIRC)	453
Fruit Packing Houses Employees (State) Consolidated	(VSW)	863
Funeral Industries (State) Award 2005	(OIRC)	153
Funeral Industries (State) Award 2005	(CORR)	724
Furniture and Furnishing Trades (State)	(OIRC)	715
Galong Mine Lease 1496 (State)	(OIRC)	457
Gangers (State)	(OIRC)	97
Gelatine and Glue Industry (State)	(OIRC)	101
Gelatine and Glue Industry (State)	(VSW)	669
General Construction and Maintenance, Civil and Mechanical Engineering, &c. Interim (State)	(OIRC)	105
General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State)	(CORR)	723
GIST Operations (NSW) Award 2005	(OIRC)	1052
Glass Workers (State)	(VSW)	890
Goodman Fielder Baking Frozen Plant Enterprise Award 2003	(OIRC)	461
Government Railways (Building Trades Construction Staff)	(VSW)	897
Government Railways (Building Trades Maintenance Staff)	(VSW)	902
Graduate-at-Law (State)	(VSW)	697
Grocery Products Manufacturing (State)	(OIRC)	109
Grocery Products Manufacturing (State)	(CORR)	1277
HarperCollins Publishers Australia Pty Ltd - Moss Vale Award 2005	(OIRC)	1056
Health, Fitness and Indoor Sports Centres (State)	(VSW)	1487
Heggies Bulkhaul Limited Bulk Haulage Enterprise Consolidated	(OIRC)	1060
Hotel Employees (State)	(OIRC)	157
Hotel Employees (State)	(VSW)	1493
Hunter Valley Training Company (Scaffolding Trainees) Training (State)	(OIRC)	1064
Hydro Aluminium Kurri Kurri Smelter Upgrade and Retro-Fit Project Consent Award 2004	(OIRC)	465
Ice Cream Makers (State)	(OIRC)	161
Illawarra Services Pty Ltd Employees	(OIRC)	1068
Inala Disability Services (State)	(OIRC)	1072
Incitec Ltd NSW Manufacturing Award 1994	(OIRC)	1076
Independent Prepared Foods (Mascot) Enterprise Award 2001	(OIRC)	1080
Innox Pty Limited Consent Award 1997	(OIRC)	469
Integrated Steel Mill Services Pty Limited Award 2003-2006, The	(OIRC)	473
Iplex Pipelines Australia Pty Limited (Hobas Plant) Enterprise (State)	(OIRC)	1084
Joiners (State)	(VSW)	894
Journalists (EMAP Australia Pty Ltd) (State)	(OIRC)	477
Journalists, &c. (Federal Publishing Company Pty Ltd) Award 1995	(OIRC)	481
June Correctional Centre - Correctional Officers - 2005 Enterprise	(OIRC)	1088
Kellogg (Aust) Pty Ltd Botany (NUW) Consent Award 2003	(OIRC)	485
Laundry Employees (State)	(OIRC)	165
LHMU and Tasman Insulation Australia Pty Ltd Enterprise Award 2004	(OIRC)	1092
Lidcombe Castlereagh Waste Management Centre Enterprise Award 1997	(OIRC)	1096
Local Government (Electricians) (State)	(VSW)	872
Local Government (State) Award 2004	(CORR)	722
Luna Park Services Pty Ltd (ACN: 107 258 524) Enterprise Award 2003	(OIRC)	1100
M5 East - Operators Award 2005	(OIRC)	1104
M5 East Motorway Consent Award 2004	(OIRC)	1108
Mainteck Services Pty Ltd Port Kembla Slab Caster Segment Workshop		

Industrial	(OIRC)	1112
Malthouses (State)	(OIRC)	169
Malthouses (State)	(VSW)	1496
Margarine Makers (State)	(OIRC)	173
Marine Charter Vessels (State)	(OIRC)	177
Meat Preservers, &c. (State) Consolidated	(RVIRC)	1461
Metal, Engineering and Associated Industries (State)	(RVIRC)	925
Meter Readers and Field Officers (State)	(OIRC)	181
Meter Readers and Field Officers (State)	(CORR)	1278
Milk Treatment, &c., and Distribution (State)	(OIRC)	185
Mirror and Telegraph Publications Clerical Award 2000	(OIRC)	489
Miscellaneous Gardeners, &c. (State)	(VSW)	1474
Miscellaneous Workers' - General Services (State)	(VSW)	1466
Miscellaneous Workers' - Independent Schools and Colleges, &c. (State)	(VSW)	1475
Miscellaneous Workers' - Kindergartens and Child Care Centres, &c. (State)	(VSW)	698
Miscellaneous Workers (Catholic Personal/Carer's Leave) (State)	(RVIRC)	921
Miscellaneous Workers Home Care Industry (State)	(VSW)	1468
MM Kembla Products (Clerical and Administrative Employees) Enterprise	(OIRC)	493
Motels, Accommodation and Resorts, &c. (State)	(OIRC)	189
Motor Boats and Small Tugs (State)	(OIRC)	193
Motor Ferries (State)	(OIRC)	197
Murray Irrigation Limited Consent Award 2004	(OIRC)	1116
Musicians' (Live Performance) (State) Consolidated	(OIRC)	201
Nalco Australia Pty Ltd Enterprise Award 2004	(OIRC)	1120
New South Wales Colliers and Small Ships (State)	(OIRC)	205
New South Wales Colliers and Small Ships (State)	(CORR)	1279
Norco Co-operative Consent Enterprise	(OIRC)	1124
Northern Co-operative Meat Company (Maintenance and Services) (State) Award 2003	(OIRC)	497
Nugan Quality Foods Pty Ltd Employees (State)	(OIRC)	1128
Nungera Co-operative Society Limited (State) Consent Award 2001	(OIRC)	1132
Nursing Homes, &c., Nurses' (State)	(OIRC)	209
Nut Food Makers (State)	(OIRC)	213
Occupational Health Nurses' (State) Award 2006	(CORR)	726
Omya (Australia) Pty Limited - Bathurst Enterprise Award 2005	(OIRC)	1136
Omya Australia Pty. Limited - Moss Vale - Enterprise Award 2005	(OIRC)	1140
OneSteel Manufacturing Pty Ltd Newcastle Rod & Bar	(OIRC)	1148
OneSteel Trading Pty Ltd Newcastle	(OIRC)	1144
OneSteel Wire Pty Ltd Newcastle Fence Post Plant	(OIRC)	1152
OneSteel Wire Pty Ltd Newcastle Wiremill	(OIRC)	1156
OneSteel Wire Pty Ltd Ropes	(OIRC)	1160
Orthoptists in Private Practice (State)	(OIRC)	217
Oyster Farms, &c. (State)	(VSW)	859
Paint and Varnish Makers, &c. (State)	(OIRC)	221
Paint and Varnish Makers, &c. (State)	(VSW)	673
Paint and Varnish Makers, &c. (State)	(CORR)	1281
Parking Attendants, &c. (State) Consolidated	(VSW)	671
Pastoral Employees (State)	(OIRC)	225
Pastrycooks (Specified Wholesalers)	(OIRC)	229
Pastrycooks, &c. (State)	(OIRC)	233
Pest Control Industry (State)	(OIRC)	577
Pest Control Industry (State)	(VSW)	1497
Pet Food Manufacturers (State)	(CORR)	727
PFD Food Services (Qld) Pty Ltd Sales and Distribution Employees Enterprise Award 2001	(OIRC)	1164
Photographic Industry (State)	(OIRC)	719
Plant, &c., Operators on Construction (State)	(VSW)	907

Plasterers, Shop Hands and Casters (State) Consolidated	(OIRC)	237
Plasterers, Shop Hands and Casters (State) Consolidated	(VSW)	914
Plastic Moulding, &c. (State)	(OIRC)	241
Plastic Moulding, &c. (State)	(VSW)	876
Port Macquarie Base Hospital Professional Staff (State), The	(OIRC)	1168
Port Waratah Coal Services Consent Enterprise (State) Award 1995	(OIRC)	501
Potato Crisp Makers (State)	(OIRC)	245
Pottery Industry (State)	(OIRC)	249
Pottery Industry (State)	(VSW)	1477
Poultry Farm Employees (State)	(VSW)	861
Poultry Industry Livestock (State)	(OIRC)	253
Poultry Industry Preparation (State)	(OIRC)	257
Preterm Medical Officers (State)	(OIRC)	505
Printing Industries (State)	(OIRC)	261
Private Hospital (Named Respondents) (State)	(OIRC)	265
Private Pathology Laboratories (State)	(VSW)	1485
Professional Engineers and Professional Scientists (Private Industry) (State)	(RVIRC)	1459
Professional Surveyors (Private Industry) (State)	(OIRC)	269
Professional Surveyors (Private Industry) (State)	(CORR)	1282
Public Health System Nurses' & Midwives' (State)	(VIRC)	712
Public Service Association of New South Wales Industrial and Associated Officers (State) Sick Leave	(OIRC)	509
Public Service Association of New South Wales Industrial and Associated Employees Leave	(RIRC)	738
Pyrotechnics, &c. (State)	(CORR)	728
Pyrotechnics, &c. (State)	(VSW)	1470
QCM (OzRock) Pty Ltd and Australian Workers' Union, Port Kembla (State)	(OIRC)	513
Quality Bakers Australia Pty Limited (NSW) Enterprise Award 2005	(OIRC)	1172
Race Clubs Employees (State)	(OIRC)	273
Readymix Holdings Limited Award 2003	(OIRC)	517
Recorded Music and Visual Entertainment Reproduction (State)	(OIRC)	277
Refractory Industry (State)	(OIRC)	281
Refractory Industry (State)	(CORR)	1283
Refractory Industry (State)	(VSW)	1481
Restaurants, &c., Employees (State)	(VSW)	1491
Rock and Ore Milling and Refining (State)	(OIRC)	285
Roofing Tile Makers (State)	(OIRC)	289
Roofing Tile Makers (State)	(VSW)	1479
Royal Agricultural Society NSW Consent Enterprise Award 2005	(OIRC)	1176
Royal Flying Doctor Service of Australia (South Eastern Section) Nursing Staff (State)	(OIRC)	1180
Royal Institute for Deaf and Blind Children Employees' (State)	(OIRC)	521
Rubber Workers (State)	(OIRC)	293
Rural Lands Protection Boards Salaries and Conditions Award 2004	(OIRC)	1184
Saddlery, Leather, Canvas and Plastic Material Workers' (State)	(OIRC)	297
Sandvik Hard Materials Mayfield (State)	(CORR)	525
Sandvik Mayfield (State)	(OIRC)	529
Sandvik Smithfield (State) Award 1999	(OIRC)	533
Schering-Plough (Plant Employees) Enterprise Award 1996	(OIRC)	1188
SDN Children's Services (Inc) Early Childhood Long Day Care Centres (State)	(OIRC)	1192
Ski Industry (State)	(OIRC)	301
Ski Instructors (State)	(OIRC)	305
Smallgoods Manufacturers (State)	(OIRC)	309
Soap and Candle Makers (State) Consolidated	(OIRC)	313
Social and Community Services Employees (State)	(OIRC)	317
Solvay Interlox Pty Ltd Banksmeadow Site Consent Award 2004	(VCD)	537



Staedtler (Pacific) Pty Ltd Award 1999	(OIRC)	541
Starch Manufacturers, &c. (State)	(OIRC)	321
State Park Employees	(OIRC)	325
Storemen and Packers - Grocery and Variety Warehouse (State) Superannuation	(RVIRC)	923
Storemen and Packers Bond and Free Stores (State)	(RVIRC)	922
Storemen and Packers, Wholesale Paint, Varnish and Colour Stores (State)	(OIRC)	329
Storeworkers - Campbells Cash and Carry Pty Limited (NSW) NUW, NSW Branch Award 2001	(OIRC)	1196
Strappers and Stable Hands (State)	(OIRC)	333
Surveyors' Field Hands (State)	(OIRC)	337
Sydney Aquatic Centre And Sydney Athletics Centre (State) Award 2002	(OIRC)	1208
Sydney Cricket and Sports Ground Trust (Ground Staff) Enterprise Award 2001	(OIRC)	1200
Sydney Cricket and Sports Ground Trust Security Enterprise Award 2001	(OIRC)	545
Sydney Markets Award - 2003	(OIRC)	1204
Sydney Olympic Park Paid Parking (State) Award 2001	(OIRC)	549
Sydney Olympic Park Paid Parking (State) Award 2001	(RVIRC)	924
Sydney Olympic Park Paid Parking (State) Award 2007	(AIRC)	1442
Sydney Olympic Park Visitors Services (State) Award 2002	(OIRC)	1212
Tanning Industry (State)	(OIRC)	341
Tanning Industry (State)	(VSW)	675
Taxi Industry (Contract Drivers) Contract Determination, 1984	(VCD)	1503
Teachers (Co. As. It.) (State)	(OIRC)	1216
Teachers (KU Children's Services) (State)	(OIRC)	345
Textile Industry (State)	(CORR)	349
Textile Industry (State)	(VSW)	687
The Australian Jockey Club Track Maintenance and Ancillary Staff Award 2005	(OIRC)	1220
The National Trust of Australia (NSW) Bush Regenerators	(OIRC)	553
Theatrical Employees Recreation and Leisure Industry (State)	(OIRC)	578
Tip Top Bakeries (Fairfield) NUW Award 2004	(OIRC)	1224
TNT Express Sydney Sortation Award, August 2004	(OIRC)	1228
Tollaustr (M2) Enterprise Award 2003	(OIRC)	557
Tomago Aluminium Smelter AP22 Capacity Expansion Project Consent Award 2002	(OIRC)	1232
Tooheys Pty Limited (Auburn Brewery) Enterprise Award 2004	(OIRC)	1236
Transport Industry - Cash-in-Transit (State)	(OIRC)	353
Transport Industry - Courier and Taxi Truck Contract Determination	(OIRC)	1
Transport Industry - Mixed Enterprises Interim (State)	(OIRC)	357
Transport Industry - Motor Bus Drivers and Conductors (State)	(OIRC)	361
Transport Industry - Motor Bus Drivers and Conductors (State)	(CORR)	1284
Transport Industry - Petroleum, &c., Distribution (State)	(OIRC)	365
Transport Industry - Quarried Materials (State)	(OIRC)	369
Transport Industry - Redundancy (State) Contract Determination	(CD)	853
Transport Industry - Tourist and Service Coach Drivers (State)	(OIRC)	373
Transport Industry - Waste Collection and Recycling (State)	(OIRC)	377
Transport Industry - Wholesale Butchers (State) Award 2000	(OIRC)	381
Transport Industry - Wood and Coal (State)	(OIRC)	385
Tyco Water Pty Ltd Yennora General Award 2001	(OIRC)	1240
Ulan Coal Delivery Facility Consent Award 2004	(OIRC)	1244
Unimin Australia Limited - Attunga (NSW) Enterprise Award 2004	(OIRC)	1248
University of Newcastle Union Food and Beverage Staff (State)	(OIRC)	1252
Valvoline (Australia) Pty Ltd 1997-1999 Consent	(OIRC)	1256
Waterco Limited Chemical Division (State) Consent	(OIRC)	1260
Windscreens O'Brien (Metals) Enterprise Bargaining 1995	(OIRC)	561
Wollongong Sportsground Trust Australian Workers Union (State)		

Award 2005	(OIRC)	1264
Woodmasons Cold Storage - Minto Enterprise Award 1998	(OIRC)	565
Woolworths Limited and Woolstar Pty Limited Yennora, Moorebank, Helles Ave D.C. Award 2003	(OIRC)	569
Woolworths Supermarkets and Warehouse Administration (State)	(OIRC)	1268
Industrial Committees and Other Tribunals -		
Industrial Committees -		
Clothing Trades (State)		729
Obsolete Awards —		
Central Coast Cold Stores Consent Enterprise Award 2000	(ROIRC)	1286
Devro Pty Limited Operating Employees Award 2003	(ROIRC)	1287
Energy Australia Appliance Sales Consent Award 2003	(ROIRC)	1285
Journalists' (Cumberland Newspapers Pty Limited)	(ROIRC)	1288
The Austral Brick Company Pty Ltd (Mechanical Maintenance Employees, Eastwood) Enterprise Award 2002	(ROIRC)	1289
Crown Employees (Lands Officers, Department of Lands and Department of Infrastructure, Planning and Natural Resources 2003)	(ROIRC)	1504
Enterprise Agreements Approved by the Industrial Relations Commission		579
		1290