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INDUSTRIAL GAZETTE

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INALA DISABILITY SERVICES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 1745 of 2006)

Before The Honourable Justice Boland

24 March 2006

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2. Definitions**2.1 Common Definitions**

"Employer" - shall mean the Inala Disability Service.

"Union" - shall mean the Health Services Union.

2.2 General Staff Definitions

"Assistant Manager" - means an employee who co-ordinates service area operations under the supervision of the Service Manager and who supervises the work of House Co-ordinators and Senior Individual Program Plan Co-ordinators, Senior Support Worker/Supervisors.

"Catering Officer" - means an employee who supervises meal preparation on weekdays according to a Menu Plan and who is responsible for the ordering and storage of food and related supplies for the facility. Ensures kitchen facilities are maintained in good working order and that all safety, health and hygiene standards are met.

"Cook" means an employee engaged to prepare and cook meals for residents on week-ends according to a Menu Plan.

"Bus Driver" - means an employee who transports clients by mini-bus to and from Day Programs and activities.

"House Co-ordinator" - means an employee engaged to support residents as needed, individually and as a group, in all aspects of home life including personal care, development, communication, preparation for and transport to and from work, preparation of meals, shopping skills, independence and decision making, activities, hobbies and recreation family and social relationships and household duties. Provide the necessary guidance and supervision to a Residential Care Worker in the same home. The House Co-ordinator works rostered shifts to support the operation of a Group Home which provides accommodation support for each day of the week up to 24 hours per day for disabled residents.

"Individual Program Plan Co-ordinator" - means an employee who in consultation with all stakeholders, develops, maintains and monitors individual plans for nominated Inala clients to enable the achievement of personal goals and potential.

"Laundry Worker" - means an employee who provides laundry services to all assigned residents.

"Maintenance Supervisor" - means an employee who supervises and completes maintenance requests as allocated by Area Managers and designated staff. Reports on all completed works and supervises the work of other maintenance staff.

"Maintenance Worker (Handyperson)" - means an employee who undertakes maintenance work as directed.

"Music Therapist" - means an employee who provides group and individual music therapy to assigned clients.

"Physiotherapist" - means an employee appointed as such who is registered or conditionally registered under the *Physiotherapists' Registration Act 2001* and undertakes a range of physiotherapy support to assigned clients.

"Residential Care Worker" - means an employee who under the direction of a House Co-ordinator works rostered shifts to support the operation of a Group Home which provides accommodation support for each day of the week up to 24 hours per day for disabled residents.

"Senior Individual Program Plan Co-ordinator" - means an employee who supervises the work of an individual Program Plan Co-ordinator and who in consultation with all stakeholders develops, maintains and monitors individual plans for nominated clients to enable the achievement of personal goals and potential.

"Senior Music Therapist" - means an employee who plans and provides group and individual music therapy to assigned clients and supervises the work of Music Therapists.

"Senior Support Worker Supervisor" - means an employee who supports clients individually and in a group in allocated activities and who supervises assigned Support Worker/Supervisors.

"Support Worker/Supervisor" - means an employee who supports clients individually and in a group in allocated activities.

2.3 Clerical & Administrative Employees Definitions

- (a) Grades: All employees shall be graded in one of the following grades and informed accordingly in writing within 14 days of appointment to the position held by the employee and subsequent graded positions.
- (b) An employee shall be graded in the grade where the principal function of his/her employment, as determined by the employer, is of a clerical nature and is described in subclauses (c) to (g) of this clause.
- (c) A Grade 1 position is described as follows:
 - (1) The employee may work under direct supervision with regular checking of progress.
 - (2) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
 - (3) Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

Indicative tasks of a Grade 1 position are:

UNIT	ELEMENT
Information Handling	Receive and distribute incoming mail Receive and dispatch outgoing mail Collate and dispatch documents for bulk mailing File and retrieve documents
Communication	Receive and relay oral and written messages Complete simple forms
Enterprise	Identify key functions and personnel Apply office procedures
Technology	Operate office equipment appropriate to the tasks to be completed Open computer file, retrieve and copy data Close files

Organisational	Plan and organise a personal daily work routine
Team	Complete allocated tasks
Business Financial	Record petty cash transactions Prepare banking documents Prepare business source documents

(d) A Grade 2 position is described as follows:

- (1) The employee may work under routine supervision with intermittent checking.
- (2) An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
- (3) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

Indicative tasks of a Grade 2 position are:

UNIT	ELEMENT
Information Handling	Update and modify existing organisational records Remove inactive files Copy data on to standard forms
Communication	Respond to incoming telephone calls Make telephone calls Draft simple correspondence
Enterprise	Provide information from own function area Re-direct inquiries and/or take appropriate follow-up action Greet visitors and attend to their needs
Technology	Operate equipment Identify and/or rectify minor faults in equipment Edit and save information Produce document from written text using standard format Shutdown equipment
Organisational	Organise own work schedule Know roles and functions of other employees
Team	Participate in identifying tasks for team Complete own tasks Assist others to complete tasks
Business Financial	Reconcile invoices for payment to creditors Prepare statements for debtors Enter payment summaries into journals Post journals to ledger

(e) A Grade 3 position is described as follows:

- (1) The employee may work under limited supervision with checking related to overall progress.
- (2) An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.
- (3) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.

Indicative tasks of a Grade 3 position are:

UNIT	ELEMENT
Information Handling	Prepare new files Identify and process inactive files Record documentation movements
Communication	Respond to telephone, oral and written requests for information Draft routine correspondence. Handle sensitive inquiries with tact and discretion
Enterprise	Clarify specific needs of client/other employees Provide information and advice Follow-up on client/employee needs Clarify the nature of a verbal message Identify options for resolution and act accordingly
Technology	Maintain equipment Train others in the use of office equipment Select appropriate media Establish document structure Produce documents
Organisational	Co-ordinate own work routine with others Make and record appointments on behalf of others Make travel and accommodation bookings in line with given itinerary
Team	Clarify tasks to achieve group goals Negotiate allocation of tasks Monitor own completion of allocated tasks
Business Financial	Reconcile accounts to balance Prepare bank reconciliations Document and lodge takings at bank Receive and document payment/takings Dispatch statements to debtors Follow up and record outstanding accounts Dispatch payments to creditors Maintain stock control records

(f) A Grade 4 position is described as follows:

- (1) The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
- (2) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.
- (3) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

Indicative tasks of a Grade 4 position are:

UNIT	ELEMENT
Information Handling	Categorise files Ensure efficient distribution of files and records Maintain security of filing system Train others in the operation of the filing system Compile report Identify information source(s) inside and outside the organisation

Communication	Receive and process a request for information Identify information source(s) Compose report/correspondence
Enterprise	Provide information on current service provision and resource allocation within area of responsibility Identify trends in client requirements
Technology	Maintain storage media Devise and maintain filing system Set printer for document requirements when various setups are available Design document format Assist and train network users Shutdown network equipment
Organisational	Manage diary on behalf of others Assist with appointment preparation and follow up for others Organise business itinerary Make meeting arrangements Record minutes of meeting Identify credit facilities Prepare content of documentation for meetings
Team	Plan work for the team Allocate tasks to members of the team Provide training for team members
Business Financial	Prepare financial reports Draft financial forecasts/budgets Undertake and document costing procedures

(g) A Grade 5 position is described as follows:

- (1) The employee may be supervised by professional staff and may be responsible for the planning and management of the work of others.
- (2) An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The employee may receive assistance with specific problems.
- (3) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

Indicative tasks of a Grade 5 position are:

UNIT	ELEMENT
Information Handling	Implement new/improved system Update incoming publications Circulate publications Identify information source(s) inside and outside the organisation
Communication	Obtain data from external sources Produce report Identify need for documents and/or research
Enterprise	Assist with the development of options for future strategies Assist with planning to match future requirements with resource allocation
Technology	Establish and maintain a small network Identify document requirements Determine presentation and format of document and produce it
Organisational	Organise meetings Plan and organise conference

Team	Draft job vacancy advertisement Assist in the selection of staff Plan and allocate work for the team Monitor team performance Organise training for team
Business Financial	Administer PAYE salary records Process payment of wages and salaries Prepare payroll data

PART II

ENGAGEMENT OF EMPLOYEES

3. Terms of Engagement

- 3.1 The employer shall inform each employee in writing as to the terms of their engagement, and in particular whether they are a full-time, part-time, fixed term or casual employee.
- 3.2 Casuals shall receive such details in writing only on their initial engagement.
- 3.3 The employer shall provide each employee with a job description or duty statement outlining specific duties to be performed and hours of work, upon engagement.
- 3.4 All employees employed pursuant to this Award other than fixed term or casual employees shall be deemed to have ongoing employment.

4. Full-Time Employees

- 4.1 An employee not specifically engaged on a part-time, casual or fixed term basis shall be a full-time employee.
- 4.2 Full time employees shall be paid a minimum of two hours on each day they work.

5. Part-Time Employees

- 5.1 A part-time employee shall mean a person who works a specified number of regular days and/or minimum number of hours being less than those worked by a full-time employee in a four-week period.
- 5.2 Part-time employees shall be paid a minimum of two hours on each day they work.
- 5.3 Part-time employees shall be paid an hourly rate calculated on the basis of one-thirty eighth of the appropriate weekly rate prescribed by Clause 20, Rates of Pay.
- 5.4 Part-time employees shall be entitled to all benefits under this Award on a pro rata basis.

6. Fixed Term Employees

- 6.1 A fixed term employee may be engaged to work on either a full-time or part-time basis:
- (a) For completion of a specifically funded task(s) or project; not subject to recurrent funding; or
 - (b) To relieve an employee who is undertaking a specifically funded task(s) or project for a defined period; or
 - (c) To relieve in a vacant position arising from an employee taking leave in accordance with this Award; or
 - (d) To relieve a vacant position arising from an employee taking leave without pay in conjunction with parental leave; or

- (e) For the temporary provision of specialist skills that are not available within the organisation for a specified period of time; or
- (f) To fill short term vacancies during the recruitment and selection process resulting from the cessation of employment of a permanent employee;

Provided that the term shall not exceed 12 months in the case of (c), (e) or (f).

- 6.2 A fixed term employee shall not be employed to fill a position previously held by a permanent employee except under circumstances specified in 6.1 above.
- 6.3 This Award shall apply to a fixed term employee except to the extent that the Award expressly provides that it does not apply.
- 6.4 When offering employment on a fixed term basis, the employer shall advise the employee in writing of the temporary nature of the employment, the actual or expected duration of employment, and that employment beyond the period is not expected.
- 6.5 The employer and a fixed term employee may agree to the duration of the period of employment being extended once only, provided that any extension will not exceed six months.
- 6.6 If a fixed term employee is subsequently appointed to a full-time or part-time position with the employer, any period of the fixed term contract completed immediately prior to the commencement of the full-time or part-time position shall be recognised as service with the employer for calculating leave entitlements, provided that the employee has not taken or received payment in lieu of those leave entitlements.
- 6.7 Fixed term employees shall be paid a minimum of two hours on each day they work.

7. Casual Employees

- 7.1 A casual employee shall mean an employee employed to perform work of a short-term and/or irregular nature.
- 7.2 A casual employee shall be paid an hourly rate equal to one-thirty eighth of the appropriate weekly rate prescribed by Clause 20, Rates of Pay, plus an additional loading of fifteen (15 %) per cent.
- 7.3 Pursuant to the *Annual Holidays Act 1944*, casual employees are entitled to payment in lieu of annual leave at the end of each engagement in addition to entitlements under this clause, ie an amount equal to one-twelfth (8.33%) of the employee's ordinary pay for such period of engagement.
- 7.4 Where a casual employee is engaged to undertake shift work, the prescribed shift penalty for the appropriate shift shall be paid in addition to the loading prescribed in 7.2 and 7.3.
- 7.5 A casual employee shall be paid a minimum of two hours at the appropriate rate for each engagement.

NOTE: To calculate the appropriate rate of pay for a casual employee the formula is: appropriate hourly rate + 15% = sub total (1) [+appropriate shift penalty = subtotal (2)]+ 8.33% = total.

- 7.6 Personal Carers Entitlement for casual employees
 - (a) Subject to the evidentiary and notice requirements in Clauses 41.1(b) and 41.1(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in Clause 41.1(c)(ii) who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
 - (b) The employer and the employee 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 to engage a casual employee are otherwise not affected.

7.7 Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in Clause 42 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 Clause 41.1(c)(ii).
- (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.

8. Live-in Employee

- 8.1 A live-in employee shall mean a person who lives on the employer's premises and such premises are available to be lived in for 7 days of the week.
- 8.2 An employer shall ensure a live-in employee is rostered off duty for a minimum of 8 days in any 4 week (28 day) period.
- 8.3 A live-in employee will be provided with full board and lodging by the employer, however an employer may deduct \$87.50 or 20 percent (whichever is the lesser amount) from an employee's weekly wage.
- 8.4 The provisions of this Award relating to hours, shift work, weekend penalties, sleepover allowance, rest breaks and overtime shall not apply to live-in employees.

9. Traineeships

The parties to this Award shall observe the terms of the Private Hospital, Aged and Disability Care Services Training Wage (State) Award, as amended.

PART III

HOURS OF WORK

10. Hours of Work

- 10.1 The ordinary hours of work, except for shift workers, shall be no more than 152 hours in any four week period exclusive of meal breaks, worked between the hours of 6.00 am and 6.00 pm Monday to Sunday inclusive.
- 10.2 The ordinary hours of work for shift workers shall be no more than 152 hours in any four week period.
- 10.3 The employer in rostering ordinary hours of work shall take all reasonable steps to accommodate requests of the employee(s).

10.4 Weekend Work

- (a) An employee who is not a shift worker who works ordinary hours on a Saturday shall be paid a loading of 50% in addition to their ordinary rate of pay.
- (b) An employee who is not a shift worker who works ordinary hours on a Sunday shall be paid a loading of 75% in addition to their ordinary rate of pay.

11. Overtime

- 11.1 Overtime means time worked with the prior authorisation of the employer beyond the ordinary hours of work specified in this Award and/or outside the span of hours specified in this Award.
- 11.2 Overtime shall be paid time and one half ordinary pay up to two (2) hours each day and thereafter double ordinary pay; provided however, that all overtime worked on Sunday shall be paid at double ordinary pay and all overtime worked on public holidays shall be paid for at double time and one-half ordinary pay
- 11.3 Shift and non-shift workers shall receive overtime payments in accordance with this Clause where they are required to work any additional hours beyond their rostered shifts.
- 11.4 Part time non-shift workers must:
 - (a) work the full time equivalent hours within the span of hours identified in 10.1 Hours of Work before overtime is payable ; or
 - (b) work outside the span of hours identified in Clause 10.1 Hours of Work before overtime is payable.
- 11.5 Part time shift workers must work the full time equivalent hours before overtime is paid.
- 11.6 For the purpose of calculating the payment of overtime, each day shall stand alone.
- 11.7 Subject to clause 11.8 an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- 11.8 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.
- 11.9 For the purposes of clause 11.8 what is unreasonable or otherwise will be determined having regard to:
 - (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer's responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.

12. Time Off in Lieu of Overtime

12.1 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.

- (b) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the Award, for any overtime worked under subclause (a) above where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the employer, an employee must elect within six months of accrual, whether to take overtime worked under (a) above as an overtime payment or as time off work at the ordinary time rate of pay.

13. Call Back

- 13.1 An employee who is recalled to work after leaving the place of employment shall be paid a minimum of two hours pay at the appropriate overtime rate, as in Clause 11, Overtime for such time so recalled, provided that the employee shall not be required to work the full two hours if the work is completed in a shorter period.

14. Shift Work

14.1 Definitions

- (a) "Evening Shift" means any shift which finishes after 8.00 pm and at or before 12.00 midnight Monday to Friday.
- (b) "Night Shift" means any shift which finishes after 12.00 midnight or commences before 6.00am Monday to Friday.
- (c) "Saturday shift" means any time worked between midnight Friday and midnight Saturday.
- (d) "Sunday Shift" means any time worked between midnight Saturday and midnight Sunday.
- (e) "A gazetted Public Holiday Shift" means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.

14.2 Engagement in Shift Work

Where an employer wishes to engage an employee in shift work, the employer shall advise the employee in writing, specifying the period over which the shift is ordinarily worked.

14.3 Shift Loadings

- (a) An employee working an evening shift shall be paid a loading of 15% on their ordinary rate of pay for the whole of such shift.
- (b) An employee who works a night shift shall be paid a loading of 30% on their ordinary rate of pay for the whole of such shift.
- (c) An employee who works a Saturday shift shall be paid a loading of 50% on their ordinary rate of pay for that part of such shift.
- (d) An employee who works a Sunday shift shall be paid a loading of 75% on their ordinary rate of pay for that part of such shift.
- (e) An employee who works a Public Holiday shift shall be paid a loading of 150% on their ordinary rate of pay for that part of such shift.

- 14.4 Shifts are to be worked in one continuous block of hours that may include meal breaks and sleepover.

15. Roster of Hours

- 15.1 The ordinary hours of work for each employee other than casuals shall be displayed on a roster in a place conveniently accessible to employees. Such roster shall be displayed two weeks prior to the commencing date of the first working period in any roster.
- 15.2 A roster may be changed by mutual agreement between the employer and an employee at any time to enable the services of the employer to be carried on where another employee is absent from duty on account of illness or in emergency, but where any such alteration involves an employee working on a day which would have been their day off such time worked shall be dealt with in accordance with Clause 11, Overtime or Clause 14, Shiftwork.

16. Excursions

- 16.1 An excursion is where an employee(s) will take a client(s) away from the usual workplace(s) for a specific activity that may extend beyond their normal working hours and/or duties.
- 16.2 Where an employee agrees to supervise clients during an excursion activity, the following payment shall apply to such work:
- (a) For all time worked between the hours of 8am to 6pm, Monday to Sunday inclusive, payment shall be made at the employee's ordinary rate of pay up to a maximum payment of 8 hours per day.
 - (b) For all time worked between the hours of 6am to 8am and/or between the hours of 6pm to 10 pm Monday to Sunday inclusive, payment shall be made at the appropriate overtime rate set out in Clause 11 Overtime.
 - (c) Where an employee is required to sleepover and be available to deal with any urgent situation should one arise, payment of a sleepover allowance in accordance with Clause 28.4, Sleepover Allowance, shall apply.
 - (d) By agreement, overtime worked in accordance with 16.2(b) may be taken accordance with Clause 12, Time Off in Lieu of Overtime.

17. Meal Breaks

- 17.1 A meal break of not less than thirty minutes shall be allowed each day, for lunch and/or dinner. No employee should be required to work more than five hours continuously without a meal break, but where they do, with the authorisation of the employer, any time worked in excess of five hours shall be paid for at the overtime rates set out in Clause 11.2 Overtime until such time as the employee receives a meal break.
- 17.2 Nothing in this clause should be deemed to mean that an employee would be deprived of, nor deprive themselves of a meal break, simply because of pressure of general work.
- 17.3 Where an employee is required to have their meal on the premises, including to have a meal with clients, that time shall be paid and 17.1 does not apply.

18. Breaks Between Shifts and Overtime

- 18.1 Employees required to continue work after their normal ceasing time must have a rest period of ten (10) consecutive hours before again starting work.
- 18.2 Employees directed to resume or continue work without having received a break in accordance with 18.1 shall be paid at the overtime rates set out in Clause 11, Overtime until they are released from duty. They will then be entitled to be absent for a period of ten (10) consecutive hours without loss of pay.

- 18.3 The provisions of 18.1 and 18.2 shall not apply to any sleepover whether or not that sleepover is connected with an ordinary rostered shift.

PART IV

CLASSIFICATIONS, EXEMPTIONS, EXCLUSIONS, WAGES AND SUPERANNUATION

19. Classifications, Exemptions and Exclusions (Other Than Clerical and Administrative Employees)

- 19.1 This clause shall operate in determining the appropriate grading for new classifications established at Inala and agreed to by the parties after the operative date of this award. When classifying employees, the employer may have regard to the indicative competencies for each grade contained within Appendix A to this award.
- 19.2 "General Staff - Grade 1" shall mean a person who is employed to assist General Staff - Grades 2 to 6 within a defined area of social and community welfare services and is under the immediate and direct supervision of another employee in relation to all aspects of their employment. In no case shall a General Staff - Grade 1 be responsible for policy development, or co-ordination, or the direction or supervision of paid or unpaid workers. However, a General Staff - Grade 1 may be required to provide information for use in the co-ordination and policy development of an organisation.
- 19.3 "General Staff - Grade 2" shall mean a person who is employed to perform duties of a more complex, varied and responsible nature than a General Staff - Grade 1, which may include service delivery on an individual, group or community basis and social educators and vocational educators. Such person may be required to exercise initiative and independent judgement but will be under the general supervision of another employee subject to this award. In no case shall a General Staff - Grade 2, be required to develop policy for or co-ordinate a service.
- 19.4 "General Staff - Grade 3" shall mean an employee who performs more varied, complex and responsible work than a Grade 2 as defined above, in providing social welfare services on an individual, group or community basis. Such employee may be required to exercise substantial responsibility in relation to service delivery, initiative and substantial judgement and have an extensive knowledge of social and community welfare services and shall be subject only to general supervision. Such duties may include case responsibility for clients, co-ordination of a service, contributing to policy development, supervision of other workers and/or complex counselling, and may include the co-ordination and/or administration of activity therapy centres, workshops and supported employment services and independent living training for the developmentally disabled.
- 19.5 "General Staff - Grade 4" shall mean an employee who would not ordinarily receive instructions from another employee as to the performance of their duties; and who is responsible for any one or more of the following.
- (i) The overall administration/coordination of a service, agency or workplace of the employer including the supervision of one or more Grade 3 employees;
 - (ii) Is primarily engaged in developing and implementing policies and/or programs at a senior level for a service in relation to general or specific aspects of social and community welfare services;
 - (iii) Is primarily engaged in the administration/co-ordination of activity therapy centres, workshops and supported employment services for the developmentally disabled where such employment based schemes cater for more than 30 disabled persons and independent living training where such community and hostel based residences cater for more than 20 disabled persons;
 - (a) Where the prime responsibility lies in a specialised field, employees at this grade would undertake at least some of the following:
 - (i) Co-ordinate projects;

- (ii) Co-ordinate/manage the operation of a distinct element(s) of a larger organisation, which may include supervision of staff;
 - (iii) Under general direction undertake a variety of tasks of a specialised and/or detailed nature;
 - (iv) Exercise specialised judgment within prescribed areas.
- 19.6 "General Staff - Grade 5" shall mean an employee who undertakes the functions of a Grade 4 employee but at a higher level of complexity, responsibility, initiative and autonomy, including, but not limited to, the following:
- (i) Developing and implementing policies and/or programs at a more senior level than a Grade 4 employee;
 - (ii) Influencing the operational activities of the organisation;
 - (iii) Adopting a broader strategic perspective towards their work than employees at lower grades;
 - (iv) Developing and implementing the long term goals of the organisation;
 - (v) Setting outcomes in relation to the organisation's objectives and devising strategies to achieve them; and
 - (vi) May supervise employees or teams of employees classified at a lower grade
 - (vii) May be involved in client centred activities which form a component of direct support coverage.
 - (a) Where the prime responsibility lies in a specialised field, employees at this grade will undertake the functions of a Grade 4 employee but at a higher level of complexity, responsibility, autonomy and a higher level of discipline knowledge, including, but not limited to, the following:
 - (i) Working under limited direction from senior management or the employer and having significant delegated authority;
 - (ii) May supervise employees classified at a lower grade.
- 19.7 "General Staff - Grade 6" shall mean an employee who exercises a high level of responsibility for organisational management and decision making, exercises considerable independent judgement and a high degree of autonomy, and provides high level expert advice, including but not limited to, the following:
- (i) Involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community serviced by the organisation;
 - (ii) Undertaking the control and co-ordination of key aspects of the work of the organisation;
 - (iii) Developing and implementing the long-term goals of the organisation;
 - (iv) Undertaking a wide range of managerial or specialised functions to achieve results in line with organisational goals;
 - (v) Developing and administering complex policy, organisational and program matters;
 - (vi) May supervise employees or teams of employees across a variety of programs classified at a lower grade;

- (vii) May be involved in client centred activities which form a component of direct support coverage.
- (a) Where the prime responsibility lies in a specialised field, a senior specialist at this grade will be subject to broad direction from senior officers, and will undertake duties including, but not limited to, the following:
- (i) Undertaking work of substantial scope and complexity such that a major portion of such work requires initiative;
 - (ii) Undertaking duties of a professional nature at a senior level;
 - (iii) Undertaking functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of service delivery and the provision of high level advice;
 - (iv) Manage extensive work programs or projects in accordance with the goals of the organisation;
 - (v) Apply high level analytical skills in the attainment of the objectives of the organisation;
 - (vi) May supervise employees classified at a lower grade.

(b) Exemptions

An employee who is in receipt of at least 5% in excess of the rates of pay set out for a Grade 6, Year 2 employee in 'Table 1 - Rates of Pay' of this Award shall be exempt from the provisions of Part III, Hours of Work of this Award and from the provisions of Clause 32 On-Call Allowance of Part V, Allowances, Expenses and Amenities of this Award.

(c) Exclusions

The following employees shall be excluded from this Award:

- (i) an employee whose duties are principally managerial/administrative and who is a member of the senior management team of a large multi-function organisation which administers a range of services/facilities and workplaces;
- (ii) the principal officer of an organisation where that principal officer has the legal and/or managerial responsibility of that organisation.

20. Rates of Pay

20.1

- (i) Employees shall be paid in accordance with Table 1 from the first full pay period to commence on or after 6 December 2005.
- (ii) Employees shall be paid in accordance with Table 2 from the first full pay period to commence on or after 1 July 2006.
- (iii) Employees shall be paid in accordance with Table 3 from the first full pay period to commence on or after 1 July 2007.
- (iv) Employees shall be paid in accordance with Table 4 from the first full pay period to commence on or after 1 July 2008.

- 20.2 It is a term of this award that the union will not pursue any improvements in wages or conditions of employment, including any increases arising from the general increases given by the Federal or State Industrial tribunals or the Fair Pay Commission that arised during the term of the award.

21. Regrading and Classification Committee

- 21.1 Where an employee and their employer are unable to resolve a dispute relevant to the appropriate grading of the employee the dispute is to be referred to the Regrading and Classification Committee.

21.2 Function of Committee

The function of the Regrading and Classification Committee is to resolve disputes over classifications and grading that arise under this Award.

21.3 Process for Regrading and Classification exercise:

- (a) Where the employee(s) disputes the grading, in the first instance the employee(s) shall seek a review by using Clause 45 Grievance and Dispute Settling Procedure (a) (b) (c) (d).
- (b) In the event of failure to resolve the grading dispute in this manner, the employee(s) can lodge an appeal with the Regrading and Classification Committee.
- (c) The employee(s) must lodge an appeal in writing within one month (28 days) of the employee(s) being graded. The appeal must set out grounds in support of a regrading.
- (d) The appeal in (c) shall then be considered within 2 weeks (14 days) and the evaluation of that job reassessed.
- (e) The Committee shall consist of:

One union or employee representative, and two employer representatives. (see 21.4)
- (f) The Committee shall interview the applicant(s) and the employer as part of the process.
- (g) Final decision on the appeal should be reached by consensus if possible.
- (h) In the absence of consensus, the Committee shall determine the matter.
- (i) If either party is not satisfied with the determination of the Committee, either party may refer the matter to the NSW Industrial Relations Commission for resolution. Such application shall be made within (three weeks) 21 days from the date that the Committee determined the matter.

21.4 Composition of Committee:

- (a) One union representative nominated by the Union, or other representative nominated by the employee.
- (b) One employer representative from an industry wide panel established by employers. This person would not be nominated or employed by the employer involved in the appeal before the Committee.
- (c) One employer representative of the applicant'(s) employer but not a person previously directly involved in the appeal. This person may be any nominee of the relevant employer internal or external.

- 21.5 All classification issues other than those referred to in 21.2 shall be dealt with in accordance with Clause 45, Grievance and Dispute Settling Procedure.

22. Incremental Placement and Advancement

Incremental Placement:

- 22.1 Each employer shall classify each of their employees in accordance with Clause 19, Classifications, Exemptions and Exclusions, of this Award.
- 22.2 An employee shall be appointed to the first year of the appropriate Grade, with the following exceptions:
- (a) Community Services Worker Grade 1 with a relevant post-secondary qualification of two or more full-time equivalent years shall be appointed at least at year 2 of the Grade;
 - (b) A Community Services Worker Grade 2 with a relevant post-secondary qualification of two or more full-time equivalent years shall be appointed at least at year 2 of the Grade;
 - (c) A Community Services Worker Grade 3 with a relevant degree or diploma of two or more years full-time equivalent shall be appointed at least year 2 of the Grade;
 - (d) A Coordinator or person required to supervise 10 or more employees other than Community Services Worker Grade 3 shall be appointed at least at Year 3 of Grade 3.

Incremental Advancement:

- 22.3 Full time, Part time, and Term employees shall move from level to level within a grade after each 12 months continuous service.

23. Higher Duties

- 23.1 An employee who is called upon by the employer to perform the duties of another employee in a higher classification under this Award for at least 38 consecutive rostered hours shall be paid for the days on which those duties are performed at a rate not less than the minimum rate prescribed for the higher classification provided that such claims be made by the employee within one month of the cessation of the performance of such duties.
- 23.2 Where a public holiday falls within a period referred to in 23.1, the public holiday shall be considered as time worked in the higher classification.
- 23.3 An employee required to perform the work of another employee shall not suffer any reduction in their wage.
- 23.4 The payment paid in 23.1 shall be considered to be the employee's ordinary rate of pay for all purposes while ever the employee is in receipt of the higher duties payment.

24. Superannuation

- 24.1 An employer shall contribute to a superannuation fund as specified in 24.4 on behalf of each eligible employee, such superannuation contributions as required to comply with the *Superannuation Guarantee (Administration) Act* 1992 as amended from time to time.
- 24.2 Employers to Participate in Fund:
- (a) An employer shall make application to the Fund as specified in 24.4 to become a participating employer in the Fund and shall become a participating employer upon acceptance by the Trustee of the Fund.
 - (a) An employer shall provide each employee who is not a member of the Fund with a membership application form upon commencement of employment.

- (c) Each employee shall be required to complete the membership application and the employer shall forward the completed application to the Fund by the end of the calendar month of commencement of employment.

24.3 Additional Employee Superannuation Contributions:

- (a) An employee may make contributions to the Fund as specified in 24.4 in addition to those made by the employer.
- (b) An employee who wishes to make additional contributions must authorise the employer in writing to pay into the Fund, from the employee's wages, a specified amount in accordance with the Fund trust deed and rules.
- (c) An employer who receives written authorisation from the employee must commence making payments into the Fund on behalf of the employee within 14 days of receipt of the authorisation.

24.4 The "Fund" shall mean the Health Employees Superannuation Trust Australia (HESTA) or the Australian Superannuation Savings Employment Trust or any complying Fund.

25. Payment of Wages

- 25.1 The weekly rate of pay shall be the annual rate of pay divided by 52.17857.
- 25.2 All wages shall be paid at least fortnightly by cash, cheque or electronic funds transfer, by agreement between the majority of employees and the employer. Provided that where an employer and employee agree, wages may be paid monthly.
- 25.3 Wages shall be paid during working hours on a weekday which is not more than five (5) days following the end of a pay period. The payday once selected shall not be changed without the agreement of the Union and a majority of the employees.
- 25.4 In the case of electronic funds transfer, wages shall be transferred to the nominated account by midnight on the nominated payday.
- 25.5 Upon termination, wages and any other monetary entitlement due to an employee shall be paid on the date of termination.
- 25.6 An employer may deduct from amounts due to an employee such amounts as authorised in writing by the employee and deductions of income tax required to be made to the Australian Taxation Office.

26. Salary Packaging

- 26.1 Where agreed between the employer and a full-time or part-time employee, an employer may offer salary packaging in respect of salary. Neither the employer nor the employee may be compelled to enter into a salary packaging agreement.
- 26.2 Salary packaging shall mean that an employee will have part of their salary packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.
- 26.3 The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the award and shall be subject to the following provisions:
 - (a) the employer shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
 - (b) where there is an agreement to salary package, the agreement shall be in writing and made available to the employee;

- (c) the employee shall have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;
- (d) the employer has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of amendments to legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
- (e) in the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to that specified in Table 1, Rates of Pay of this Award;
- (f) notwithstanding any of the above arrangements, the employer or employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party;
- (g) the calculation of entitlements concerning occupational superannuation and annual leave loading on annual leave pursuant to Clause 35.2, Annual Leave, will be based on the value of the employee's total salary as outlined in Table 1, Rates of Pay of this Award;
- (h) unless there is agreement between the employer and the employee to the contrary, all salary packaging arrangements shall cease during any period of leave without pay, including periods of unpaid sick leave.

27. Time and Pay Records

- 27.1 In accordance with the provisions of the *Industrial Relations Act 1996* (NSW) every employer in the industry shall keep time and pay records relating to employees. Such time and pay records will usually be kept at the place where business is carried out.
- 27.2 Such records shall be kept for a period of at least 6 years.
- 27.3 On pay days the employer shall provide each employee with a written statement showing the gross salary including overtime and allowances paid, the amount deducted for taxation purposes and particulars of other deductions made that have been part of the calculated net amount paid.

PART V

ALLOWANCES AND AMENITIES

28. Sleepover Allowance

- 28.1 Sleepover means a continuous period of eight hours during which an employee is required to sleep at the workplace and be available to deal with any urgent situation which cannot be dealt with by another employee or be dealt with after the end of the sleepover period.
- 28.2 The employer shall take all reasonable steps to enable the employee to sleep on the premises including the provision of a bed with privacy. Access to a bathroom, toilet and a meal room shall be provided free of charge to the employee.
- 28.3 An employee shall only sleep over under the following conditions:
 - (a) There is an agreement between the employee and the employer with at least a week's notice in advance, except in the case of an emergency; and
 - (b) a sleepover shall always consist of eight continuous hours.
- 28.4 The sleepover allowance is equivalent to three hours payment at the employee's ordinary rate of pay. Such payment is compensation for the sleepover and for all necessary work up to two hours duration during the sleepover period. Any necessary work in excess of two hours during the sleepover period shall be compensated at overtime rates in addition to the sleepover allowance.

When calculating the appropriate shift penalty, pursuant to Clause 14, Shift Work, the hours worked prior to the sleepover shall be treated separately to the hours worked after the sleepover.

- 28.5 An employee on a sleepover shall not be required to work more than eight hours before, and/or more than eight hours after a sleepover, unless provision has been made at a workplace to work longer hours for the purpose of providing more continuous leisure time within the roster and this arrangement has the genuine agreement of the employees affected.
- 28.6 Where such an arrangement as outlined in subclause 28.5 is entered into the employer must ensure that the arrangement does not adversely affect the health and safety of the employee(s) involved.

29. First-Aid Allowance

- 29.1 An employee who holds a current first-aid certificate issued by the St. John Ambulance Association or Australian Red Cross Society or equivalent qualification and who is required by their employer to be available to perform first-aid duty at their workplace shall be paid an allowance as set out in Item 1 of Table 2 with a minimum payment of one day.

30. On-Call Allowance

- 30.1 Employees may be required from time to time to be on call in order to maintain out of hours services.
- 30.2 Employees required to be on call shall be paid \$15.00 per 24 hour period or for any part of that 24 hour period.
- 30.3 Where employees are required to attend the workplace when on call the provisions of Clause 13, Call Back, apply.

31. Motor Vehicle Allowance

- 31.1 Where employees are required by their employer to use their motor vehicle in the course of their duty, they shall be paid an amount set out in Item 2 of Table 2 per kilometre travelled during such use.

32. Expenses

- 32.1 An employee required to stay away from home overnight shall be reimbursed the cost of pre-approved board, lodging and meals. Reasonable proof of expenses incurred is to be provided by the employee to the employer.
- 32.2 An employer shall reimburse all reasonable expenses, including the cost of telephone calls, necessarily incurred by an employee in carrying out their duties subject to reasonable proof of the expenses being incurred being supplied to the employer.
- 32.3 This Clause does not apply to employees who are engaged on sleepover at the employers premises.

33. Amenities

- 33.1 The employer shall provide reasonable toilet and washing facilities for the use of employees in each workplace.
- 33.2 The employer shall supply and maintain reasonable heating and cooling appliances for the safe and healthy functioning of the workplace.
- 33.3 The employer shall provide reasonable facilities for the taking of meals, including a table and chairs, boiling water, a refrigerator, a suitable place for the storing of utensils and supplies and a sink and running water.
- 33.4 The employer shall provide for employees a rest area well furnished.

33.5 The employer shall maintain all amenities in a safe and hygienic manner and to a reasonable standard.

PART VI

LEAVE

34. Sick Leave

34.1

- (a) In the event of an employee becoming sick and unfit for duty and certified as such by a duly qualified medical practitioner, they shall be entitled to 76 hours leave on full pay for each year of service.
- (b) Such leave shall be available from the beginning of each year of service.
- (c) For the purpose of this clause, illness shall include stress and mental ill health.

34.2 The employer may dispense with the requirements of a medical certificate where the absence does not exceed two consecutive days or where in the employer's opinion circumstances are such not to warrant such requirement.

34.3 Each employee shall take all reasonably practicable steps to inform the employer of their inability to attend for work and as far as possible state the estimated duration of the absence. Where practicable such notice shall be given within 24 hours of the commencement of such absence.

34.4 If the full period of sick leave as described above is not taken in any year, such portion as is not taken shall be cumulative up to five years. There shall be no payment of portions of sick leave not taken on retirement or termination.

34.5 Where an employee has, in accordance with this clause, taken sick leave, the employee shall not be required to work any ordinary hours other than those previously rostered so as to avoid or minimise the requirement on an employer to provide paid sick leave.

35. Annual Leave

35.1 Full time and part-time employees shall be entitled to annual leave after each twelve months of continuous service.

35.2 Such annual leave shall be:

- (a) if the employee is regularly rostered for duty over seven days of the week - five weeks with pay after each twelve months of continuous service.
- (b) for all other full-time and part time employees four weeks with pay after each twelve months of continuous service.

35.3 Fixed term employees engaged for more than 12 months are entitled to annual leave in accordance with 35.2. Fixed term employees engaged for less than 12 months are entitled to be paid annual leave on a pro rata basis at the end of their term of employment.

35.4 By mutual agreement between the employer and employee annual leave entitlements may be paid prior to taking such leave or in regular instalments on normal paydays during the period of such leave.

35.5 All other provisions of the *Annual Holidays Act 1944* shall apply.

36. Annual Leave Loading

36.1 In this clause the *Annual Holidays Act 1944* is referred to as "the Act".

36.2 Before an employee takes their annual leave they shall be paid the following in addition to their normal weekly pay (exclusive of shift penalties) for the period of annual leave taken:

Either:

- (a) A loading of 17.5% of their normal weekly pay (exclusive of shift penalties); or
- (b) The shift penalties pursuant to Clause 14.3 (a), (b), (c) and (d) of Clause 14 Shift Work that the employee would have received for the period of leave taken had the employee not been on leave,

Whichever is the greater amount.

36.3 The loading is payable in addition to the pay for the period of leave given and taken and due to the employee under the Act and this Award.

36.4 No loading is payable to an employee who takes annual leave wholly or partly in advance. Where an employee continues in employment until the day when they would have been entitled under the Act to annual leave then the loading calculated in accordance with 36.2 becomes payable for such leave taken wholly or partly in advance.

36.5 Where, in accordance with the Act, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees a loading as calculated in 36.2 will be paid to employees entitled to leave under the Act. Employees not entitled to leave under the Act shall be paid a proportion of the loading based on the period of completed weeks service prior to the close down divided by 52.

36.6 Where the employment of an employee is terminated for a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of any annual leave to which they are entitled they shall be paid a loading calculated in accordance with 36.2 for such leave.

36.7 No loading is payable on the termination of an employee's employment except as provided for in 36.6.

37. Long Service Leave

37.1

- (a) Each employee shall be entitled to two months long service leave on ordinary pay after ten years' service; thereafter additional long service leave shall accrue on the basis of five months long service leave for each ten years' service. This additional leave may be taken on a pro-rata basis each five years after completing the initial 10 year period of service.
- (b) Where the services of an employee with at least five years' service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, he/she shall be entitled to be paid a proportionate amount on the basis of two months for ten years service.

37.2 For the purpose of sub-clause (i) of this clause:

- (a) service shall mean continuous service with any one employer/organisation;
- (b) service shall not include:
 - (1) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded there from) in which case service shall include any period without pay not exceeding six months taken after 1 June, 1980;

- (2) any period of service as a part-time worker except as provided for in sub-clause (vi) of this clause.

37.3

- (a) The employer shall give to each worker at least one month's notice of the date from which it is proposed that the worker's long service leave shall be given and taken. Long service leave shall be taken as soon as practicable having regard to the needs of the facility, or where the employer and the employee agree, such leave may be postponed to an agreed date.
- (b) Where the employer and the employee agree in writing that the taking of a period of leave be postponed at the request of an employee to an agreed future date, the period of leave at the time of this agreement being made will, when taken, be paid at the rate applicable at the time of the agreement.

37.4

- (a) On the termination of employment of an employee, otherwise than by his/her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination.
- (b) Where an employee who has acquired a right to long service leave, or after having had five years' service and less than ten years' service dies, the widow or the widower of such employee or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower or children such person who, in the opinion of the employer, was at the time of the death of such an employee, a dependent relative of such employee shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his/her services terminated as referred to in sub-clause (b) of sub-clause 37.1 of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.

Where there is a guardian of any children entitled under this sub-clause the payment to which such children are entitled may be made to such guardian for their maintenance, education and advancement.

Where there is no person entitled under this sub-clause to receive the monetary value of leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.

37.5 Full-time and permanent part-time employees shall be entitled to have previous part-time service as a part-time worker which is the equivalent of at least two full days' duty per week taken into account for long service leave purposes in conjunction with full-time and/or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to forty hours up until 30 April, 1985 and bears to thirty-eight hours on and from 1 May, 1985, provided the part-time service as a part-time worker merges without break with the subsequent full-time service or permanent part-time employment.

37.6 Where an employee has been granted a period of long service leave prior to the coming into force of this award, the amount of such leave shall be debited against the amount of leave due under this award.

37.7 Employees of the employer previously covered by alternative awards will have their long service leave accrued entitlement carried over but the accrual and access to long service leave entitlements from the date of transfer will be in accordance with this award.

e.g. an employee with 15 years continuous service under an alternative award at the time of transfer may have an accrued entitlement of 3 months long service leave. From this time onwards employees would accrue their entitlements in accordance with this award, at the rate of 2.5 months for each five years service as the continuity of service is not affected by the change of award coverage. Thus, after 20 years

continuous service the employee would be entitled to 5.5 months leave, made up of 3 months under the previous award and a further 2.5 months under this award.

38. Parental Leave

38.1 All employees are entitled to parental leave in accordance with the provisions of the *Industrial Relations Act*, 1996.

38.2 Permanent employees are eligible for paid parental leave when they have completed at least 40 weeks' of continuous service prior to the expected date of birth or prior to the date of taking custody of the child.

38.3 Employees who are eligible for paid parental leave are entitled to such leave as follows:

(i) Paid Leave

(a) Paid Maternity Leave

An eligible employee is entitled to nine weeks paid maternity leave at ordinary rate of pay from the date the maternity leave commences.

Maternity leave may commence up to nine weeks prior to the expected date of birth. It is not compulsory for an employee to take this period off work. However, if an employee decides to work during this period, it is subject to the employee being able to satisfactorily perform the full range of normal duties.

(b) Paid Paternity Leave - an eligible employee is entitled to one week paid paternity leave in any one year at ordinary pay which must commence within four weeks of the birth of the child. (Eligible employees will be as defined in the *Industrial Relations Act* 1996.)

(c) Paid Adoption Leave - an eligible employee is entitled to paid adoption leave of three weeks from and including the date of taking custody of the child.

(d) Such leave may be paid:

1. on a normal fortnightly basis;
2. in advance in a lump sum;
3. at the rate of half pay over a period of 18 weeks on a regular fortnightly basis for maternity leave and at the rate of half pay over a period of six weeks on a regular fortnightly basis for adoption leave.

Annual and/or long service leave credits can be combined with periods of maternity leave or adoption leave on half pay to enable an employee to remain on full pay for that period.

(ii) Unpaid Leave

(a) Unpaid Maternity Leave

An employee is entitled to a further period of unpaid maternity leave of not more than twelve months after the actual date of birth of the child.

(b) Unpaid Paternity Leave

An employee is entitled to a further period of unpaid paternity leave of not more than three weeks, to be taken in conjunction with a period of paid paternity leave, unless otherwise agreed by the employer and employee.

(c) Unpaid Adoption Leave

An employee is entitled to unpaid adoption leave as follows:

1. where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
2. where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

- 38.4 An employee who has once met the conditions for paid maternity leave and paid adoption leave will not be required to again work the 40 weeks' continuous service in order to qualify for a further period of maternity leave or adoption leave, unless:
- (i) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement or after her services have been otherwise dispensed with; or
 - (ii) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act.
- 38.5 An employee who intends to proceed on maternity or paternity leave should formally notify his/her employer of such intention as early as possible, so that arrangements associated with her absence can be made. Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.
- 38.6 In the case of notification of intention to take adoption leave, due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify their employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.
- 38.7 After commencing maternity leave or adoption leave, an employee may vary the period of her maternity leave or adoption leave, once, without the consent of the employer and otherwise, with the consent of the employer. A minimum of four weeks' notice must be given, although an employer may accept less notice if convenient.
- 38.8 Any person who occupies the position of an employee on parental leave must be informed that the employee has the right to return to his/her former position. Additionally, since an employee also has the right to vary the period of her maternity leave or adoption leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should also be set down clearly, to a fixed date or until the employee elects to return to duty, whichever occurs first.
- 38.9 When an employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual and long service leave and any period of maternity leave or adoption leave on half pay is taken into account to the extent of one-half thereof when determining the accrual of annual and long service leave.
- 38.10 Except in the case of employees who have completed ten years service the period of parental leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years service the period of parental leave without pay shall count as service for long service leave purposes provided such leave does not exceed six months.
- 38.11 Parental leave without pay does not count as service for incremental purposes. Periods of parental leave on full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.

- 38.12 Where public holidays occur during a period of paid parental leave, payment is at the rate of parental leave received, that is the public holidays occurring in a period of full pay parental leave are paid at the full rate and those occurring during a period of half pay leave are paid at the half rate.
- 38.13 If because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.
- 38.14 Where an employee is entitled to paid maternity leave, but because of illness, is on sick, recreation, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of the birth. The employee then commences maternity leave with the normal provisions applying.
- 38.15 Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.
- 38.16 In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.
- 38.17 In the case of stillbirth, an employee may elect to take sick leave, subject to the production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.
- 38.18 An employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.
- 38.19 An employee returning from parental leave has the right to resume her former position. Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and for which the employee is capable or qualified.
- 38.20 Employees may make application to their employer to return to duty for less than the full-time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:
- (i) the period is to be limited to twelve months after which the full-time duties must be resumed;
 - (ii) the employee is to make an application for leave without pay to reduce her full-time weekly hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given;
 - (iii) the quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer;
 - (iv) salary and conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours of work, that is for long service leave the period of service is to be converted to the full-time equivalent and credited accordingly.
 - (v) Full-time employees who return to work under this arrangement remain full-time employees.
- 38.21 Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

38.22 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996* (NSW)) 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.

38.23 Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (3) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (b) The employer 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 sub-clauses 38.23 (a)(2) and 38.23 (a)(3) must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under Clause 38.23 (a)(3) such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

38.24 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:
 - (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee 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 or other contact details which might affect the employer's capacity to comply with Clause 38.24 (a).

- (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).

39. Calculation of Continuous Service

See. *Long Service Leave Act 1955*.

40. Public Holidays

- 40.1 For the purposes of this clause, the following shall be taken as public holidays on the days so gazetted: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, or any holiday duly proclaimed and observed as a public holiday within the area in which the service is situated.
- 40.2 Gazetted public holidays shall be allowed to full time, part time and fixed term employees on full pay on those days on which they are normally required to work.
- 40.3 Where an employee who is not a shift worker is required to and does work on a public holiday, the employee shall;
- (a) choose to be paid and in such case the employee would receive their ordinary pay for the day plus payment for actual time worked at single time; or
 - (b) choose to take the equivalent time off and in such case the employee would receive their ordinary pay for the day and the equivalent time off for the actual time worked; or
 - (c) subject to mutual agreement between the employee and the employer, aggregate the equivalent time off with annual leave entitlements.
- 40.4 Where an employee who is a shift worker and is required to and does work an ordinary rostered shift on a public holiday, the employee shall be paid double time and a half for such shift.
- 40.5 Where an employee, who is a shift worker whose shift includes a gazetted public holiday, who is then not required by the employer to work that gazetted public holiday, shall have a day added to their annual holidays, or be paid a days pay additional to their weekly wage.

41. Personal/Carer's Leave

41.1 Use of Sick Leave

- (a) An employee with responsibilities in relation to a class of person set out in (c)(ii) who needs their care and support, shall be entitled to use, in accordance with this sub-clause any sick leave entitlement for absences to provide care and support for such persons when they are ill.
- (b) The employee shall, if required,
 - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned or 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 sub-clause where another person has taken leave to care for the same person.

- (c) The entitlement to use sick leave in accordance with this sub-clause 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 step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (E) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
- (d) An employee 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.

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 33 should be followed.

41.2 Unpaid Leave for carer's leave Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in sub-clause 41.1(c) (ii) above, who is ill or who require care due to an unexpected emergency.

41.3 Annual Leave

- (a) To give effect to this clause, but subject to the *Annual Holidays Act 1944*, 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 41.3 (a) above, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

- (d) An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due

41.4 Time Off in lieu of payment for overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (b) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the Award, for any overtime worked under subclause (a) above where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the employer, an employee must elect within six months of accrual, whether to take overtime worked under (a) above as an overtime payment or as time off work at the ordinary time rate of pay.

41.5 Make-up time

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

42. Bereavement Leave

- 42.1 An employee other than a casual employee shall be entitled to up to two days Bereavement Leave without deduction of pay on each occasion of the death of a person prescribed in 42.3 below.
- 42.2 The employee must notify the employer as soon as practicable of the intention to take Bereavement Leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- 42.3 Bereavement Leave shall be available to the employee in respect of the death of a person in relation to whom the employee could have utilised Clause 41.1 Personal/Carer's Leave, provided that for the purpose of Bereavement Leave, the employee need not have been responsible for the care of the person concerned.
- 42.4 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.
- 42.5 Bereavement Leave may be taken in conjunction with other leave available under Clauses 41.2, 41.3, 41.4 and 41.5, Personal/Carer's Leave. Where such other available leave is to be taken in conjunction with Bereavement Leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

43. Leave Without Pay

- 43.1 On application by an employee, an employer may grant the employee leave without pay for any purpose.

44. Jury Service

- 44.1 A full-time, part-time or fixed term employee required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on jury service.

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

PART VII

GRIEVANCE AND DISPUTE SETTLING PROCEDURE, TERMINATION, ORGANISATIONAL CHANGE AND REDUNDANCY

45. Grievance and Dispute Settling Procedures

- 45.1 Any dispute or grievance arising in the workplace other than a dispute or grievance arising directly from an employer's concern about an employee's work performance or conduct shall be dealt with in the following manner: -
- (a) In the first instance, the employee shall attempt to resolve the grievance with their immediate supervisor or employer.
 - (b) In the event of failure to resolve the grievance or where a direct discussion between the employee and their immediate supervisor would be inappropriate, the employee may notify an accredited representative of the Union or other representative of their choice who shall confer with the appropriate supervisor and/or manager to organise a meeting.
 - (c) Any such meeting will be held as soon as possible after notification by the employee or their representative of the grievance or dispute or within a time frame agreed between both parties.
 - (d) While the above procedure is being followed work shall continue normally. No party shall be prejudiced as to the final settlement by the continuation of work.
 - (e) In the event of failure to resolve the grievance or dispute amicably between the parties, either party may refer the matter to the NSW Industrial Relations Commission.

46. Termination of Employment

- 46.1 Nothing in this clause shall prevent the summary dismissal of an employee for misconduct.

46.2

- (a) Except for misconduct, justifying summary dismissal, the services of an employee shall be terminated by an employer only by notice as prescribed by the following:

Years of Continuous Service	Notice Required
Not more than 1 year	at least one week
More than 1 but not more than 3 years	at least two weeks
More than 3 but not more than 5 years	at least three weeks
More than 5 years	at least four weeks

- (b) Where an employee is over 45 years of age they shall receive in addition to the above table, one week's extra notice, provided the employee has had two years service.
- (c) Nothing in this clause shall prevent the employer from giving payment in lieu of, and equal in value to, the period of notice in 48.2(a).
- 46.3 An employee may terminate their service by giving the employer two weeks notice or by forfeiture of two weeks pay in lieu of notice.

47. Organisational Change and Redundancy

47.1 Application

- (a) This clause shall apply in respect of full time and part time persons employed under this Award.
- (b) In respect to employers who employ more than 15 employees immediately prior to the termination of employment of employees, in the terms of 47.4.
- (c) Notwithstanding anything contained elsewhere in this Award, this clause shall not apply to employees with less than one year's continuous service, and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (d) Notwithstanding anything contained elsewhere in this Award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to ordinary and customary turnover of labour.

47.2 Introduction of Change

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

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

47.3 Employer's duty to discuss change

- (a) The employer shall discuss with the employees affected and the Union, inter alia, the introduction of the changes referred to in 47.2(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 47.2(a).
- (c) For the purpose of such discussion, the employer shall provide to the employees concerned and the Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

47.4 Discussions before termination

- (a) Where an employer has made a definite decision that they no longer wish the job the employee has been doing to be done by anyone, pursuant to 47.2(a), and that decision may lead to the

termination of employment, the employer shall hold discussions with the employees directly affected and with the Union.

- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of 47.4(a) and shall cover any reasons for the proposed termination, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the Union all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

47.5 Notice for changes in production, program, organisation or structure

This subclause sets out the provisions to be applied to terminations by the employer for reasons arising from "production", "program", "organisation" or "structure" in accordance with 47.2(a).

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

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

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

47.6 Notice for technological change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising "technologically" in accordance with 47.2(a).

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

47.7 Time off during the notice period

- (a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

47.8 Employee leaving during the notice period

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

47.9 Statement of employment

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

47.10 Notice to Centrelink

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

47.11 Employment Separation Certificate

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

47.12 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in 49.2(a), the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

47.13 Severance Pay

Where an employee is to be terminated pursuant to 47.4 of this clause, subject to further order of the NSW Industrial Relations Commission the employer shall pay the employee the following severance pay in respect of a continuous period of service:

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

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

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

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

- (c) "Weeks Pay" means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over-Award payments, shift penalties and allowance, paid in accordance with the Award.

47.14 Incapacity to Pay

- (a) Subject to an application by the employer and further order of the NSW Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in 47.13.
- (b) The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in 47.13 will have on the employer.

47.15 Alternative employment

Subject to an application by the employer and further order of the NSW Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in 47.13 if the employer obtains acceptable alternative employment for an employee.

PART VIII

MISCELLANEOUS PROVISIONS

48. Occupational Health and Safety

See *Occupational Health and Safety Act 2000* (NSW).

49. Protective Clothing and Safety Equipment

- 49.1 Where an employer requires an employee to wear protective clothing or a uniform such protective clothing or uniform as is reasonably required shall be provided and, as necessary, repaired and replaced by the employer. Any issue of protective clothing or uniforms shall remain the property of the employer.
- 49.2 Where an employer provides safety equipment it shall be used by the employees.
- 49.3 Where an employer provides safety equipment the employer shall maintain such equipment to the required standard and where necessary replace such equipment.

50. Anti-Discrimination

- 50.1 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* (NSW), to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibility as a carer.

- 50.2 Accordingly, in fulfilling their obligations under the dispute resolution procedure, the parties must take all reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 50.3 Under the *Anti-Discrimination Act 1997* (NSW), 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.
- 50.4 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 56(d) of the *Anti-Discrimination Act 1977* (NSW),
 - (d) a party to this Award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

NOTE:

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

"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".
- (c) This clause is not intended to create legal rights.

51. Employee's Indemnity

Inala shall be responsible in accordance with the *Employees' Liability Act 1991* to indemnify its employees against liability for fault (as defined in that Act) arising out of the performance of work by the employee.

52. Posting of Award

A copy of this Award shall be kept at each workplace, where it is available to employees.

53. Union Notices

An accessible space for Union notices shall be provided by the employer.

54. Right of Entry By Union

See *Industrial Relations Act 1996* (NSW).

55. Labour Flexibility

Inala may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

56. General Savings

Nothing in this award shall be deemed or construed to reduce the wages and/or conditions to which any employee may have been entitled prior to the making of this award.

57. Reasonable Hours

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

58. 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.

59. Area, Incidence and Duration

- 59.1 This award rescinds and replaces the Inala Disability Services (State) Award, published 17 February 2006 (357 I.G. 177), and all variations thereof.
- 59.2 This award shall apply to all employees as defined in this award and who are employed by the Inala Disability Services and shall regulate the terms and conditions of employment of such employees.
- 59.3 This award shall take effect from the first pay period to commence on or after 24 March 2006 and shall remain in force until 31 December 2008.

PART IX

MONETARY RATES

Table 1 - Rates of Pay effective first full pay period to commence on or after 6 December 2005

Community Services Worker Grade 1			
	Per Annum	Weekly	Hourly
Year 1	\$26,401	506.36	13.33
Year 2	\$27,401	525.53	13.83
Year 3	\$28,401	544.71	14.33
Community Services Worker Grade 2			
	Per Annum	Weekly	Hourly
Year 1	\$30,201	579.24	15.24
Year 2	\$31,501	604.17	15.90
Year 3	\$32,801	629.10	16.56
Year 4	\$34,201	655.95	17.26
Community Services Worker Grade 3			
	Per Annum	Weekly	Hourly
Year 1	\$35,414	679.22	17.87
Year 2	\$36,753	704.90	18.55
Year 3	\$38,092	730.58	19.23
Year 4	\$39,431	756.26	19.90
Year 5	\$40,873	783.92	20.63

Community Services Worker Grade 4			
Per Annum		Weekly	Hourly
Year 1	\$42,005	805.63	21.20
Year 2	\$43,241	829.33	21.82
Year 3	\$44,477	853.04	22.45
Year 4	\$45,713	876.74	23.07
Community Services Worker Grade 5			
Per Annum		Weekly	Hourly
Year 1	\$46,949	900.45	23.70
Year 2	\$49,009	939.96	24.74
Community Services Worker Grade 6			
Per Annum		Weekly	Hourly
Year 1	\$53,129	1,018.98	26.82
Year 2	\$56,219	1,078.24	28.37

Classifications	Current Rates per week \$	Rates from 6.12.2005 per week \$
Clerical & Administrative Employees Juniors		
At 16 years of age and under	288.80	300.40
At 17 years of age	327.50	340.60
At 18 years of age	375.60	390.60
At 19 years of age	423.10	440.00
At 20 years of age	466.40	485.10
Adults		
Grade 1	574.30	597.30
Grade 2	609.50	633.90
Grade 3	646.30	672.20
Grade 4	675.90	702.90
Grade 5	707.20	735.50

Table 2 - Rates of Pay effective first full pay period to commence on or after 1 July 2006

Community Services Worker Grade 1			
Per Annum		Weekly	Hourly
Year 1	\$27,325	\$524.07	\$13.79
Year 2	\$28,360	\$543.92	\$14.31
Year 3	\$29,395	\$563.77	\$14.84
Community Services Worker Grade 2			
Per Annum		Weekly	Hourly
Year 1	\$31,258	\$599.50	\$15.78
Year 2	\$32,604	\$625.32	\$16.46
Year 3	\$33,949	\$651.11	\$17.13
Year 4	\$35,398	\$678.90	\$17.87
Community Services Worker Grade 3			
Per Annum		Weekly	Hourly
Year 1	\$36,653	\$702.97	\$18.50
Year 2	\$38,039	\$729.56	\$19.20
Year 3	\$39,425	\$756.14	\$19.90
Year 4	\$40,811	\$782.72	\$20.60
Year 5	\$42,304	\$811.35	\$21.35
Community Services Worker Grade 4			
Per Annum		Weekly	Hourly
Year 1	\$43,475	\$833.81	\$21.94
Year 2	\$44,754	\$858.34	\$22.59

Year 3	\$46,034	\$882.89	\$23.23
Year 4	\$47,313	\$907.42	\$23.88
Community Services Worker Grade 5			
Per Annum		Weekly	Hourly
Year 1	\$48,592	\$931.95	\$24.53
Year 2	\$50,724	\$972.84	\$25.60
Community Services Worker Grade 6			
Per Annum		Weekly	Hourly
Year 1	\$54,989	\$1,054.64	\$27.75
Year 2	\$58,187	\$1,115.98	\$29.37

Table 3 - Rates of Pay effective first full pay period to commence on or after 1 July 2007

Community Services Worker Grade 1			
Per Annum		Weekly	Hourly
Year 1	\$28,249	\$541.79	\$14.26
Year 2	\$29,319	\$562.31	\$14.80
Year 3	\$30,389	\$582.83	\$15.34
Community Services Worker Grade 2			
Per Annum		Weekly	Hourly
Year 1	\$32,315	\$619.77	\$16.31
Year 2	\$33,707	\$646.47	\$17.01
Year 3	\$35,097	\$673.13	\$17.71
Year 4	\$36,595	\$701.86	\$18.47
Community Services Worker Grade 3			
Per Annum		Weekly	Hourly
Year 1	\$37,892	\$726.74	\$19.12
Year 2	\$39,325	\$754.22	\$19.85
Year 3	\$40,758	\$781.70	\$20.57
Year 4	\$42,191	\$809.19	\$21.29
Year 5	\$43,735	\$838.80	\$22.07
Community Services Worker Grade 4			
Per Annum		Weekly	Hourly
Year 1	\$44,945	\$862.01	\$22.68
Year 2	\$46,267	\$887.36	\$23.35
Year 3	\$47,591	\$912.75	\$24.02
Year 4	\$48,913	\$938.11	\$24.69
Community Services Worker Grade 5			
Per Annum		Weekly	Hourly
Year 1	\$50,235	\$963.46	\$25.35
Year 2	\$52,439	\$1,005.74	\$26.47
Community Services Worker Grade 6			
Per Annum		Weekly	Hourly
Year 1	\$56,849	\$1,090.32	\$28.69
Year 2	\$60,155	\$1,153.72	\$30.36

Table 4 - Rates of Pay effective first full pay period to commence on or after 1 July 2008

Community Services Worker Grade 1			
Per Annum		Weekly	Hourly
Year 1	\$29,173	\$559.51	\$14.72
Year 2	\$30,278	\$580.71	\$15.28
Year 3	\$31,383	\$601.90	\$15.84
Community Services Worker Grade 2			
Per Annum		Weekly	Hourly
Year 1	\$33,372	\$640.05	\$16.84
Year 2	\$34,810	\$667.63	\$17.57

Year 3	\$36,245	\$695.15	\$18.29
Year 4	\$37,792	\$724.82	\$19.07
Community Services Worker Grade 3			
Per Annum		Weekly	Hourly
Year 1	\$39,131	\$750.50	\$19.75
Year 2	\$40,611	\$778.89	\$20.50
Year 3	\$42,091	\$807.27	\$21.24
Year 4	\$43,571	\$835.65	\$21.99
Year 5	\$45,166	\$866.24	\$22.80
Community Services Worker Grade 4			
Per Annum		Weekly	Hourly
Year 1	\$46,415	\$890.20	\$23.43
Year 2	\$47,780	\$916.38	\$24.11
Year 3	\$49,148	\$942.62	\$24.81
Year 4	\$50,513	\$968.80	\$25.49
Community Services Worker Grade 5			
Per Annum		Weekly	Hourly
Year 1	51,878	994.98	26.18
Year 2	54,154	1,038.63	27.33
Community Services Worker Grade 6			
Year 1	\$58,709	1,125.99	\$29.63
Year 2	\$62,123	1,191.47	\$31.35

Table 5 - Allowances

Item No.	Clause No.	Brief Description	Rate from 6.12.2005	Rate from 1.7.06	Rate 1.7.07	Rate 1.7.08
1	29	First Aid	7.97 per week \$	7.99 per week \$	8.26 per week \$	8.53 per week \$
2	31	Motor Vehicle Allowance	0.51 cents per km.	0.53 cents per km	0.55 cents per km	0.57 cents per km
3	30	On Call	16.00 per day	\$16.56 per day	\$17.12 per day	\$17.68 per day

APPENDIX A

Indicative Competencies

Indicative competencies of a Community Services Worker Grade 1 position include:

UNIT OF COMPETENCE	ELEMENT OF COMPETENCE
1. Organisational Knowledge	Has a good understanding of the mission and values of organisation. Knowledge of related work in other departments and work areas and outside organisations and other key areas. Has a sound working knowledge of relevant service or program delivery activities.
2. Leadership (supervisory/ Professional and management)	Work is subject to immediate and direct supervision. Works collaboratively with team members and has contact with

	other departments to assist in ensuring resolution of service or program delivery problems.
	Demonstrates to other team members a high level of motivation and sustained discipline in order to assist in the provision of a high level of service or program delivery for clients with complex requirements
	Provides feedback. Participates in the preparation of formal learning in respect to practical program delivery skills.
	Identifies areas where team members might benefit from further development.
3. Interpersonal Skills/ Communication	Contacts other departments and outside organisations on routine matters. Able to handle sensitive inquiries with tact and discretion. Refers more complex inquiries appropriately. Able to resolve conflicts related to relevant service or program delivery activities without assistance, subject to direct supervision.
4. Problem Solving	Understands and interprets complicated guidelines/procedures Resolves problems. Responsible for own schedule, contacting senior staff to seek specialised help or notify progress of work.
5. Legislation/Standards Documentation	Adheres to: All relevant government legislation eg, OH&S, Disability Services Act, Disability Services Standards and Child Protection laws etc. Adheres to detailed and precise service delivery procedures and standards Ensures work is performed to an appropriate standard. Understands and complies with organisational policies. Suggests changes to improve quality, including documentation, in own work area and makes agreed changes.
6. Service Delivery Support	Corresponds with external parties on routine inquiries. Maintains one or more diaries. Organises people to attend internal meetings, distributing agendas and supporting papers. Handles all filing of correspondence on specialised subjects. Prioritises mail for reply. Performs client support related administrative tasks.

7. (A) Accommodation/ Residential Services and/or	Assists clients with needs. Adheres to duty of care and procedural fairness principles. Supports client's access to community services and/ or assists in organising outings. Gathers and disseminates information about community. Assists in researching and developing programs.
	Assists in facilitating client involvement in aspects of service delivery and policy development. In accordance with relevant legislation, and under direct supervision, administer medication as required.
(B) Case Management/ Counselling and Education Services	Assists with service or program delivery, liaison and communication and problem solving with clients. Good understanding of the range of client requirements and an understanding of the client's unique needs. Able to assess situations and make proposals regarding practical service or program delivery solutions available.
8. Experience/Qualification	Minimum knowledge and experience is equivalent to HSC equivalent.

Indicative competencies of a Community Services Worker Grade 2 position include:

Unit of Competence	Element of Competence
1. Organisational Knowledge	Has a good understanding of the mission and values of organisation Knowledge of related work in other departments and work areas and outside organisations and other key areas. Has a sound working knowledge of relevant service or program delivery activities.
2. Leadership (supervisory/ professional and management)	Work is subject to general supervision. Works collaboratively with team members and has contact with other departments representing the team ensuring resolution of service or program delivery problems. Demonstrates to other team members a high level of motivation and sustained discipline to provide a high level of service or program delivery for clients. Provides coaching and feedback. Participates in the preparation of formal learning in respect to practical program delivery skills. Identifies areas where team members might benefit from further development.
3. Interpersonal Skills/ Communication	Contacts other departments within the organisation on non-routine matters and outside organisations on routine matters. Able to handle sensitive inquiries with tact and discretion.

4. Problem Solving	<p>Refers more complex inquiries appropriately.</p> <p>Able to resolve conflicts related to relevant service or program delivery activities without assistance under general supervision</p> <p>Understands and interprets complicated guidelines/ procedures.</p> <p>Resolves problems requiring the practical application of theory</p> <p>Responsible for own schedule, contacting senior staff only to seek specialised help or notify progress of work.</p>
5. Legislation/Standards/ Documentation	<p>Adheres to: All relevant government legislation eg , OH&S, Disability Services Act, Disability Services Standards and Child Protection laws etc.</p> <p>Adheres to detailed and precise service delivery procedures and standards.</p> <p>Evaluates own work to ensure standards are met.</p> <p>Understands and complies with legislation and standards in accordance with organisational policy</p> <p>Suggests changes to improve quality, including documentation, in own work area and makes agreed changes.</p>
6. Service Delivery Support	<p>Corresponds with external parties on non-routine inquiries.</p> <p>Maintains one or more diaries.</p> <p>Organises people to attend internal meetings, distributing agendas and supporting papers.</p> <p>Handles all filing of correspondence on specialised subjects.</p> <p>Prioritises mail for reply.</p> <p>Performs complex client support related administrative tasks.</p>
7. (A) Accommodation/ Residential Services and/or	<p>Assists clients with needs that require employees to be experienced.</p> <p>Clients typically have complex requirements.</p> <p>Adheres to duty of care and procedural fairness principles.</p> <p>Supports client's access to community services and/or assists in organising outings.</p> <p>Gathers and disseminates information about community.</p> <p>Assists in researching and developing programs.</p> <p>Facilitates client involvement in aspects of service delivery and policy development.</p>
	<p>In accordance with relevant legislation, and under general supervision, administer medication as required.</p>

(B) Case Management/ Counselling & Education Services	Undertakes service or program delivery, liaison & communication with clients during complex problem resolution involving multiple service or program delivery methods. Good understanding of the range of client requirements and an understanding of the client's unique needs. Makes recommendations regarding the full range of practical service or program delivery solutions available.
8. Experience/Qualifications	Minimum knowledge and experience is equivalent to Certificate III in Welfare Studies.

Indicative competencies of a Community Services Worker Grade 3 position include:

UNIT OF COMPETENCE	ELEMENT OF COMPETENCE
1. Organisational Knowledge	Has a working knowledge of the mission and values of the organisation. Detailed knowledge of related work in other departments and how it impacts service delivery. Has extensive knowledge of the full range of community and welfare service or program delivery activities.
2. Leadership (supervisory/ professional and management)	Work is subject only to general supervision. May lead a small team or group. Identifies learning and development needs of team members. Assists with the forma/supervision and practical learning of less experienced team members. Assists in prioritising others work. Provides a high level of service or program delivery for clients with a variety of complex requirements.
3. Interpersonal Skills/ Communication	Deals regularly with correspondence or inquires from other agencies and/or external bodies. Can assist others to resolve conflict. Effectively collaborates and networks effectively with allied services.
Problem Solving	Provides a reference point based on expertise gained through years of experience and/or qualifications. Advice and assistance is provided for using precedent and knowledge of past complex issues.
	Using mature judgement able to interpret agency policy within guidelines. Participates in providing solutions to complex management problems associated with specific areas of responsibility.
5. Legislation/Standards/ Documentation	Adheres to: All relevant government legislation eg, OH & S, Disability Services Act, Disability Service Standards and Child Protection laws etc.
	Recommends changes to quality procedures, including documentation, and standards that impact across other work areas.

	<p>Understands and complies with legislation and standards in accordance with organisational policy.</p> <p>May be required to conduct training.</p>
6. Service Delivery Support	<p>Prepares reports for management where liaison with other areas is involved.</p> <p>Develops complex filing and classification systems.</p> <p>Deals with correspondence.</p> <p>May assist with preparation of public relations material and event/launch preparation or may assist with the implementation of fundraising plans.</p> <p>May administer departmental budgets, manage small projects and administer large projects</p>
7. (A) Accommodation/ Residential Services and/or	<p>Assists clients with a variety of complex requirements.</p> <p>Adhere to duty of care and procedural fairness principles</p> <p>Supports clients' access to community service and/or assists in organising outings.</p> <p>Gathers and disseminates information about community facilities to clients and community educators.</p> <p>Assists with research, development and evaluation of programs.</p> <p>Administer medications.</p>
(B) Case Management/ Counselling and Education Services	<p>May coordinate day-to-day operations.</p> <p>Undertakes service or program delivery, liaison and communication with clients in respect to a variety of complex problem resolutions involving multiple service or program delivery methods.</p> <p>Sound working knowledge of the range of client requirements and an understanding of the client's unique needs.</p> <p>Provides complex education opportunities for clients.</p>
8. Experience/Qualifications	<p>Makes recommendations regarding the full range of practical service or program delivery solutions available.</p> <p>Desirable qualifications are equivalent to Tertiary certificate eg, Associate Diploma or post-trade (skilled) qualifications requiring knowledge of theoretical principles or equivalent work experience.</p>

Indicative competencies of a Community Services Worker Grade 4 position include:

UNIT OF COMPETENCE	ELEMENT OF COMPETENCE
1. Organisational Knowledge	Has a comprehensive understanding of the mission and values of the organisation including historical context.
	Has a comprehensive knowledge of the full range of service or program delivery activities and a sound working knowledge of client requirements and stakeholder relationships.

2. Leadership supervisory/ Professional and management	<p>Provides formal operational supervision of a team.</p> <p>Ensures learning and development needs of team members are identified.</p> <p>Ensures time and resources are available for learning and development.</p> <p>Observes team member's work, assesses performance and evaluates team member's knowledge of relevant techniques and legislation and organisation requirements.</p>
3. Interpersonal Skills/ Communication	<p>Drafts letters/reports on complicated issues where some liaison with other departments is involved.</p> <p>Prepares complex management reports.</p> <p>Effectively handles complex, sensitive inquiries from a range of people including professionals. Is an effective management team member.</p> <p>Conduct training sessions, and ensures currency and relevance of material and resources.</p>
4. Problem Solving	<p>Provides problem solving expertise on a wide range of issues.</p> <p>Applies advanced problem solving and decision making tools.</p> <p>Using mature judgement able to interpret sector wide programs policy within guidelines.</p>
5. Legislation/Standards/ Documentation	<p>Ensures adherence to all relevant legislative requirements Eg OH&S, Disability Services Act, Disability Services Standards and Child Protection laws etc.</p> <p>Actively promotes and delivers programs "with and through" people and other organisations.</p> <p>Ensures delivery of services within the guidelines provided by the organisation.</p> <p>Contributes to the development of new programs relevant to the area or local community. Recommends changes to quality procedures, including documentation, and standards that impact across own or other work areas. Implements approved recommendations.</p>
6. Service Delivery Support	<p>Assists with review and/or development, implementation and monitoring of specific functional policies and procedures.</p> <p>Develops and/or implements new administrative systems.</p> <p>Prepares reports for management.</p> <p>Demonstrates confidentiality with correspondence relating to sensitive issues.</p> <p>Gives standard presentations.</p> <p>Deals with non-routine correspondence from other agencies, bodies, client managers, and company managers.</p> <p>Develops public relations material and undertakes event/launch preparations.</p>

	<p>May manage small projects and administer large projects.</p> <p>Inputs to budget preparation, monitors cost controls and takes appropriate action as necessary.</p>
7. (A) Accommodation/ Residential Services and/or	<p>Manages the operations for a single location.</p> <p>Management of a mix of other roles up to CSW Grade 3 within a single location.</p> <p>Ensures duty of care and procedural fairness principles are observed.</p> <p>Ensures client's personal care needs are met and they have access to community services.</p> <p>Arranges formal medication assessments as required.</p> <p>Ensures that adequate supplies and equipment are available to meet planned requirements and remedies deficiencies.</p> <p>Signs and takes responsibility for payroll, stores, equipment replacements.</p> <p>Negotiates minor contracts.</p> <p>Administers approved budget.</p> <p>Submits regular progress reports.</p>
7. (B) Case Management/ Counselling & Education Services	<p>Ensure effective service or program delivery, liaison and communication with clients in respect to the full range of problem resolutions involving multiple service or program delivery methods.</p> <p>Sound working knowledge of the range of client requirements and ensures that the unique needs of clients are understood and appropriate practical solutions are provided.</p> <p>Ensures effective education assistance is provided.</p> <p>Ensures information about community facilities is available to clients and community educators.</p>
8. Experience/Qualifications	Equivalent to higher diploma or 3 year degree or equivalent work experience.

Indicative competencies of a Community Services Worker Grade 5 position include:

UNIT OF COMPETENCE	ELEMENT OF COMPETENCE
1. Organisational Knowledge	<p>A comprehensive understanding of the organisation including: philosophy, mission and values, Services, Policies and procedures, how external agencies relate to, and are integrated with, the overall organisation's Mission and Organisation Plans.</p> <p>Understands the role and organisation of other providers, relevant government bodies, legislation and relevant legal requirements.</p>
2. Leadership (supervisory/ Professional and management)	<p>Effective leadership of multiple teams OR effectively perform as team member OR able to work independently as a sole operator,</p> <p>Performs professional level tasks with a thorough and advanced competence.</p>
	Effective leadership of change.

	<p>Develops work group plans. Ensures deadlines and service standards are met.</p>
3. Interpersonal Skills/ Communication	<p>Superior verbal and written communication.</p> <p>Capacity to express ideas effectively in individual and group situations.</p> <p>High degree of interaction with peers and team members including mentoring and peer support.</p> <p>Influence and liaise professionally with others across the organisation and with professionals of external organisations.</p> <p>Negotiates professional matters.</p>
4. Problem Solving	<p>Investigates specific current professional/technical knowledge and applicability to requirements.</p> <p>Exercises judgment to assess situations and recommend effective solutions to specific issues.</p> <p>Identifies issues requiring innovative or creative solutions.</p> <p>Assists in the development and implementation of such solutions.</p> <p>Involved in research and evaluation of the impact of research for systems, interventions, programs and services.</p>
5. Legislation/Standards/ Documentation	<p>Ensures compliance with relevant legislation and standards eg, OH&S, Disability Services Act, Disability Services Standards and Child Protection laws etc.</p> <p>Meets assigned deadlines and agreed program/service delivery standards and may participate in the review and development of standards and associated documentation.</p> <p>Participates in peer review in relation to other programs/service outcomes.</p>
6. Service Delivery Support	<p>Has substantial professional knowledge of relevant organisation and government policies and programs.</p> <p>Plans, develops and/or reviews components of systems, business plans, projects, policies and programs.</p> <p>Ensures effective preparation and administration of budgets.</p> <p>Ensures effective administration including purchases, equipment, payroll, budget preparation.</p>
7. (A) Accommodation/ Residential Services and/or	<p>Manages the operations for 2 or more locations, including the management of a mix of roles up to CSW Grade 4 performing similar activities.</p> <p>Ensures duty of care and procedural fairness principles are observed.</p> <p>Ensures client's personal care needs are met and they have access to community services.</p> <p>Organises formal medication assessments.</p> <p>Ensures that adequate supplies and equipment are available to meet planned requirements and remedies deficiencies.</p>

	<p>Signs and takes responsibility for payroll, stores, equipment replacements.</p> <p>Negotiates medium sized contracts.</p> <p>Submits regular progress reports.</p>
(B) Case Management/ Counselling & Education Services	<p>In depth knowledge of a number of diverse practice areas and is capable of effective interventions.</p> <p>Has an explicit knowledge of a number of assessment, interventions and service delivery areas.</p> <p>Draws on a number of methodologies and techniques, to achieve successful outcomes.</p> <p>Deals with enquiries from, and follows up, straight forward professional issues with relevant stakeholders.</p> <p>Handles complex case management.</p> <p>Develops service delivery agreements with senior professionals and clients for the achievement of particular goals and participates in and leads professional team meetings as necessary.</p>
8. Experience/Qualifications	<p>Has a degree or equivalent in a relevant professional area and/or</p> <p>Substantial professional experience in relevant field.</p>

Indicative competencies of a Community Services Worker Grade 6 position include:

UNIT OF COMPETENCE	ELEMENT OF COMPETENCE
1. Organisational Knowledge	<p>A comprehensive understanding of the organisation including: philosophy, mission and values; Services, Policies and procedures, how external agencies relate to, and are integrated with, the overall organisation's Mission and Organisation Strategic Plans.</p> <p>Understands the various environments in which the organisation operates eg, social, financial, political etc.</p> <p>Understands the objectives of the organisation and the financial imperatives under which it operates.</p> <p>Understands related State, national and international organisations.</p>
2. Leadership (supervisory/ professional and management)	<p>Provides technical leadership of other people classified at a lower grade involved in complex program/service/project delivery and/or systems work.</p> <p>Monitors progress and ensures program/project delivery agreements are met. Responsible for the development of team members. OR Individually, or as a team member, undertakes complex and/ or medium size programs/service/projects delivery and/or administers complex systems requiring advanced experience at either the Principal</p> <p>Specialist level in a sub discipline, or, at the Starting Specialist level in a discipline.</p>

3. Interpersonal Skills/ Communication	<p>Able to influence relevant professional and management on the more complex and sensitive issues.</p> <p>Collates relevant information and conducts effective presentations to internal/external organisations.</p> <p>Pro-actively identifies opportunities for, develops and maintains long term, effective service delivery relationships.</p> <p>Initiates and/or encourages actions which meet/exceed service delivery expectations.</p>
4. Problem Solving	<p>Identifies problems with the potential to adversely impact on major service delivery areas and identifies options.</p> <p>Uses advanced professional/technical practices to solve problems.</p> <p>Provides appropriate reports and recommendations to management and relevant groups as required.</p> <p>Investigates specific current professional/technical knowledge and applicability to requirements.</p> <p>Writes and researches relevant professional/technical material.</p> <p>Conducts cost/benefit analyses, evaluates alternatives and recommends solutions.</p> <p>May formulate evaluation review process and technical research.</p>
5. Legislation/Standards/ Documentation	<p>Assists in the resolution of major or atypical, complex legislation, standards, including documentation, issues that impact across the organisation.</p> <p>Participates in the alignment of practices with legislation, standards and relevant organisation policies.</p>
6. Service Delivery Support	<p>Utilising specialist level skills, integrates the relevant components of Commonwealth and State government legislation, policies and programs with specific systems, business plans, policies and programs.</p> <p>Undertakes complex administrative systems, business plans, projects, policy and program development and/or review.</p> <p>Assists with strategic system, project planning, policy and program development and/or review work.</p>
7. (A) Accommodation/ Residential Services and/or	<p>High level of responsibility for and/or involvement in the management of the operations for multiple comp/ex services environments or large complex facility.</p> <p>Management of a mix of roles up to CSW Grade 5 spread over a number of locations and where the provision of services are complex, or located at a large complex facility.</p> <p>Ensures duty of care and procedural fairness principles are observed.</p> <p>Ensures client's personal care needs are met and they have access to community services.</p> <p>Ensures effective education assistance is provided.</p>

	<p>Ensures information about community facilities is available to clients and community educators.</p> <p>Performs formal medication assessments.</p>
(B) Case Management/ Counselling & Education Services	<p>Consulted by others in area of professional knowledge.</p> <p>Provides professional services in circumstances requiring effective coordination of complex issues eg. legal.</p> <p>Undertakes professional practice supervision.</p> <p>Is consulted by other professionals on complex cases, providing advice and training.</p> <p>Deals with enquiries from, and follows up complex technical/professional issues with relevant organisations, including State, national and international organisations.</p> <p>Coordinates the implementation of specific assessment and intervention activities and resolves problems with other areas of the organisation.</p> <p>Manages complex referral issues.</p>
8. Experience/Qualifications	<p>Desirable to have post graduate experience in a relevant field.</p> <p>May have post graduate qualifications in a related specialist area.</p> <p>Has complex evaluation, assessment, intervention and Program experience.</p>

Note: This award applies as an Enterprise Agreement from 27 March 2006 to employers who are constitutional corporations by virtue of **clause 44c, of Schedule 4** of the *Industrial Relations Act 1996*.

R. P. BOLAND J.

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(150)

SERIAL C4939

NEW SOUTH WALES COLLIERS AND SMALL SHIPS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Seamens' Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 2797 of 2006)

Before Mr Deputy President Sams

27 July 2006

VARIATION

1. Insert after subclause 3.2, of clause 3, Aggregate Rates of Pay, of the award published 5 October 2001 (328 I.G. 406), the following new subclause:
 - 3.3 The rates of pay in this award include the adjustments payable under the State Wage Cases 2005 and 2006. These adjustments may be offset against:
 - 3.3.1 any equivalent overaward payments, and/or
 - 3.3.2 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	Weekly Aggregate Wage Present \$	Annual Aggregate Wage \$
Able Seamen; Sailors, Greasers, Firemen, Trimmers, General Purpose Hands, Integrated Rating, Catering Attendant	1090.80	56,722.00
Chief Integrated Rating, Chief Stewart/Caterer Chief Cook	1,130.80	58,802.00

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	17.1	Ships Stranded or Wrecked or On Fire	11.27 per hour
2	17.5	Ships Stranded or Wrecked or On Fire	3076

3. This variation shall take effect from the beginning of the first pay period to commence on or after 27 July 2006.

P. J. SAMS *D.P.*

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TEXTILE INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2675 of 2006)

Before The Honourable Justice Backman

1 August 2006

VARIATION

1. Delete paragraph 5.3.3 of subclause 5.3 of clause 5, Rates of Pay, of the award published 19 October 2001 (328 I.G. 841) and insert in lieu thereof the following:

5.3.3 The rates of pay in this award include the adjustments payable under the State Wage Case 2006. 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 - Rates of Pay**

Adult Rates of Pay - Clause 5

Classification Skill Level	Minimum Weekly Award Wage Rate \$
Trainee	504.40
1	521.10
2	543.60
3	564.50
4	598.20
5#	639.90

* The weekly award wage rate for ordinary hours combines the base rate, supplementary payment and arbitrated safety net adjustments and State Wage Case decisions awarded since the NWC October 1993 Review of Wage fixing Principles.

Wage Band

Junior Rates of Pay - Clause 9

Years of Age	Percentage of Skill Level 2 Skill Level 2 = \$543.60	Minimum Weekly Award Rate \$
16	50%	271.80
16.5	55%	299.00

17	59%	320.70
17.5	64%	347.90
18	69%	375.10
18.5	75%	407.70
19	80%	434.90
19.5	85%	462.05
20	Adult Rate	

Apprentice Rates of Pay - Clause 6

4-year term	Percentage of Skill level 4 Skill Level 4 = \$598.20 %	Minimum Weekly Award Rate \$
1st year	52	311.05
2nd year	62	370.90
3rd year	82	490.50
4th year	92	550.35

Adult Apprentice Rates of Pay - Clause 7

4-year term	Percentage of Skill level 4 Skill Level 4 = \$598.20 %	Minimum Weekly Award Rate \$
1st year	82	490.50
2nd year	87	520.45
3rd year	92	550.35
4th year	100	598.20

Table 2 - Other Rates and Allowances

The allowances in this table shall be payable on or from the first pay period on or after 1 August 2006.

Item No.	Clause No.	Brief Description	Amount \$
1	5.7	Leading Hand allowance - In charge of up to 10 employees In charge of 11 to 20 employees In charge of 21 or more employees High rise Stacker Operator	21.50 per week 31.40 per week 38.05 per week 15.60 per week
2	10.1	Blender/Blending machine attendant	16.45 per week
3	10.2 39.19	Hand Stripping of cards	0.95 per complete set
4	10.3	Called upon to work in dust chamber in a cotton Mill	8.20 extra for that week
5	10.4	Engaged in Dye House/Bleach House	6.85 per week
6	10.4	Employees also engaged in loading/unloading of Kiers or entering vaporloc machines	Further additional 3.55 per week
7	10.5	First-aid Attendant	9.90 per week
8	10.6	Instructors	15.30 per week
9	10.7	Engaged on Shoddy-shaking machines (dirt money)	12.15 per week
10	10.8	Polisher machine operators engaged in cleaning of size troughs - Sewing Threads Section	8.20 per week

11	10.9	In the event where proper facilities are not provided for the protection of employees engaged in loading/unloading soda ash from delivery vehicles by hand	1.15 per hour
12	10.10	Sorting unwashed rags	2.50 per week
13	10.11	Willey hands in waste room	8.20 per week
	10.12	Clean Wool Scouring Pits in an offensive condition	Double ordinary rates
14	10.13	Picking over bales of wool, waste or rags in an offensive condition	1.00 per bale
15	10.14	Operating flax scutchers, tow on breaker and finisher	6.75 per week
16	13.7	Payment of Results systems - Employee who also instructs learners 1st week 2nd week 3rd week continue instructing a learner thereafter	 5.10 per week 4.45 per week 3.95 per week 3.95 per week
17	18.2	Meal Allowance For each subsequent meal	7.15 5.20
18	20.8	Change of shift without 2 working days' notice	16.85 extra as compensation

3. This variation shall take effect from the first pay period on or after 1 August 2006.

A.F. BACKMAN J

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WIRE DRAWN FERRIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Seamens' Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 2769 of 2006)

Before Mr Deputy President Sams

27 July 2006

VARIATION

1. Delete subclause 8.3 of clause 8 Wages, of the award published 14 September 2001 (327 I.G. 802) and insert in lieu thereof the following:
 - 8.3 The rates of pay in this award include the adjustments payable under the State Wage Case 2005. 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 - Wages**

Classification	Former Rate Per Week \$	SWC - 2005 Per Week \$	Total Rate Per Week \$
Master Engine Driver	550.80	17.00	567.80
General Purpose Hand	538.60	17.00	555.60

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	8.2.1	Continuous Shift (day, afternoon and night)	38.83
2	8.2.2	Two Shift Roster (day and afternoon)	33.17
3	9.2	Meal Allowance	9.68
4	9.2	Meal Allowance	8.03
5	19.2	Board and Lodging Allowance	356.38
6	19.2	Living expenses incurred in the case of broken parts of a Week	50.68
7	20.3	Fares and Travelling Allowances Engine Capacity (cc) Up to 1600 1601 to 2600 over 2600	53.15 cents per km 61.10 cents per km 62.83 cents per km

3. This variation shall take effect from the beginning of the first pay period to commence on or after 27 July 2006.

P. J. SAMS *D.P.*

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(601)

SERIAL C4960**SHOP EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(No. IRC 2702 of 2006)

Before Commissioner Murphy

24 July 2006

VARIATION

1. Delete (i) of Table 1 - Wages, of Part B, Monetary Rates, of the award published 18 May 2001 (324 I.G. 935, and insert in lieu thereof the following:

Table 1 - Wages

(i)

Group No.	Description	Former Rate Per Week \$	SWC 2006 \$	Total Rate Per Week \$
1	Shop assistants, demonstrators, trolley collector, salespersons outdoor, employees driving a forklift or using mechanical equipment as required, the role of Santa Claus, ticket writers, mannequins, order hands, reserve stock hands (including reserve stock hands in theatre distributing services), employees delivering goods (other than newspapers and the like) by bicycle or tricycle, employees engaged in the cooking or the preparation of provisions for sale in the shop of the employer, cashiers in special shops, persons employed on information desks and/or on customer services or as full-time messengers, employees engaged in the installation (other than installation requiring trade skill), servicing, stocking, collection of money from, and preparation of, commodities for sale in automatic vending devices, employees engaged in the pre-packing, weighing, pricing of fruit and/or vegetables on the shop premises, employees principally engaged in hiring out activities in a shop, and waitresses in confection shops employed waiting on tables for two hours or more per day	542.80	20.00	562.80
2	(a) Window Dresser Employees principally engaged in dressing windows. (b) Window dressers under 21 years of age shall be paid as per Item 8 of table 2 - Other Rates and Allowances of Part B, Monetary Rates, in addition to the rates prescribed by subclause (c) of Clause 38 Wages.	548.80	20.00	568.80
3	Branch Supervisor Shop assistants engaged in supervising branch grocery shops	553.60	20.00	573.60
4	Shop Assistants in charge of a shop or a department in a shop not being a shop assistant temporarily in charge during the absence of persons ordinarily in charge of the shop or department, but including employees employed as relieving shop assistants in charge of a shop:			

	(i) Without the duty of buying - In charge of from nil to 4 assistants	553.70	20.00	573.70
	In charge of from 5 to 12 assistants	562.10	20.00	582.10
	In charge of from 13 to 25 assistants	572.70	20.00	592.70
	In charge of over 25 assistants	580.50	20.00	600.50
	(ii) With the duty of buying - In charge of from nil to 4 assistants	555.20	20.00	575.20
	In charge of from 5 to 12 assistants	564.50	20.00	584.50
	In charge of from 13 to 25 assistants	576.90	20.00	596.90
	In charge of over 25 assistants	583.90	20.00	603.90
5	Employees in charge of a motor and/or horse drawn vehicle selling stock carried on the vehicle products of a kind which usually are sold by confection/ take-away food shops Employees under the age of 21 years but not less than the age of 18 years shall be paid the percentages of the rate for an adult contained in (ii) of Table 1 - Clause 38 Wages.	560.20	20.00	580.20
6	Retail Merchandiser as defined by subclause (xi) of clause 2. Definitions	542.80	20.00	562.80

2. Delete Items 1, 2, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 20, 21, 22 and 23 of Table 2 - Other Rates & Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 2 - Other Rates & Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5(a)	Night interval employees	2.08 per shift
2	5(a)	Night interval employees (working one night per week)	3.28 per shift
6	14(c)(ii)	Confection Shop - Employees working after 10.00 p.m. on any night	1.70 each night
8	38(1)(i)2(b)	Window Dressers under the age of 21	8.40 per week
9	35(i)(a)	Section Head	12.20 per week
10	35(i)(b)	Qualified adult automotive parts and accessories salesperson	27.80 per week
11	35(i)(c)	Employee with a licence under the Liquor Act 1982	19.00 per week
12	35(ii)(a)	Employee delivering goods	4.20 per week
13	35(ii)(b)	Employee engaged in photographic or other modelling	40.40 per week 8.08 per day
14	35(ii)(c)	First-aid attendant	1.60 per day
15	35(ii)(d)	Employee engaged to speak a second language	8.10 per week
16	35(ii)(e)	Ticket writer - At or over 21 years of age Under 21 years of age	16.30 per week 8.15 per week
20	35(v)(a)(1)	Disability allowance for employees working in freezer room	7.80 per week
21	35(v)(b)(1)	Disability allowance for employees working in public dairy room	11.70 per week
22	35(v)(c)(1)	Disability allowance for employees backfilling in a freezer room	15.60 per week
23	36(i)(a)	Casual hourly rate of pay for persons employed at trade fairs, etc., between 9.00 a.m. and 6.00 p.m., with a minimum payment of six hours - At 19 years of age and over Under 19 years of age	14.17 per hour 13.87 per hour
	36(ii)(b)	Saturday Loading - Adult Employees Under 21 years	5.90 3.90

3. Delete subclause (b) of clause 38, Wages, and insert in lieu thereof the following:
 - (b) 'The rates of pay in this award include the adjustments payable under the State Wage Case 2006. 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.'
4. This variation shall take effect from the first full pay period commencing on or after 28 July 2006.

J. P. MURPHY, Commissioner

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MOTOR FERRIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Seamens' Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 2768 of 2006)

Before Mr Deputy President Sams

27 July 2006

VARIATION

1. Delete subclause (iii) of clause 4, Wages, of the award published 14 September 2001 (327 I.G. 787), and insert in lieu thereof the following:
 - (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2005. 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 - Wages**

Classification	Former Wage Rate Per Week \$	SWC -2005 \$	Total Rate Per Week \$
Master/Engineer	604.90	17.00	621.90
Deckhand	537.50	17.00	554.50
Turnstile Attendant	537.50	17.00	554.50
Passage Attendant	537.50	17.00	554.50
Under 18 years of age	322.50	60% of adult deckhand total wage	332.70

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	16	Meal Allowance	9.85
2	17	Minimum compensation for personal effects	860.83

3. This variation shall take effect from the beginning of the first pay period to commence on or after 27 July 2006.

P. J. SAMS *D.P.*

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RESTAURANT, &c., EMPLOYEES' RETAIL SHOPS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(No. IRC 2708 of 2006)

Before Commissioner Murphy

4 August 2006

VARIATION

1. Delete clause 35, Wages, of the award published 31 August 2001 (327 I.G. 368), and insert in lieu thereof the following:

35. Wages

The rates of pay in this award include the adjustments payable under the State Wage Case 2006. 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 Table 1 - Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Wage Rates

Classification	Former Rate Per Week \$	SWC 2006 \$	Total Wage Per Week \$
Weekly Employees - Cafeteria (where food or refreshments for consumption on premises are self-served by customers) -			
Head Cook	532.20	20.00	552.20
Other Cooks	525.80	20.00	545.80
Cashier	517.10	20.00	537.10
Cafeteria Attendants	515.80	20.00	535.80
General Hands	515.80	20.00	535.80
Restaurants - Where five or more cooks are usually employed -			
Chef	557.60	20.00	577.60
Second Cook	540.70	20.00	560.70
Grill, Stove or Relief Cook	534.30	20.00	554.30
Sweet Cook	532.20	20.00	552.20
Assistant or Vegetable Cook	526.90	20.00	546.90
Where four cooks are usually employed -			
Chef	545.40	20.00	565.40
Second Cook	537.70	20.00	557.70
Grill, Stove, Relief Cook, or Sweets Cook	532.50	20.00	552.50
Assistant or Vegetable Cook	526.90	20.00	546.90
Where three cooks are usually employed -			
Chef	538.10	20.00	558.10
Second Cook	529.80	20.00	549.80
Assistant Cook	525.80	20.00	545.80

Where two cooks are usually employed			
Chef	532.10	20.00	552.10
Other Cook	525.80	20.00	545.80
Where one cook is usually employed	531.50	20.00	551.50
General Employees -			
Supervisor	529.30	20.00	549.30
Storeman	517.20	20.00	537.20
Bar Attendant	517.10	20.00	537.10
Cashier	517.10	20.00	537.10
Butcher of Larder Cook	534.30	20.00	554.30
Waiter/Waitress	515.80	20.00	535.80
Line maid or Seamstress	515.80	20.00	535.80
General Hand	515.80	20.00	535.80
Apprentices - Four year apprentice cooks -			
1st Year	183.10	4.0%	190.40
2nd Year	214.20	4.0%	222.80
3rd Year	267.10	4.0%	277.80
4th Year	318.90	4.0%	331.70
Apprentices - Three and one-half apprentice cooks -			
1st Year	183.10	4.0%	190.40
2nd Year	246.40	4.0%	256.30
3rd Year	298.70	4.0%	310.60
4th Year	322.60	4.0%	335.50

3. Delete Items 4, 5, 6, 7 and 8 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
4	4(v)(c)(1)(A)	Proficiency - first occasion	2.04 per week
5	4(v)(c)(1)(B)	Proficiency - second occasion	3.27 per week
6	4(v)(c)(1)(C)	Proficiency - third occasion	4.18 per week
7	24(iii)	Qualified first aid attendant	1.42 per day
8	25(i)	Tool allowance - apprentices	0.64 per week

4. This variation shall commence from the first full pay period on or after 4 August 2006.

J. P. MURPHY, Commissioner

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TENNIS STRINGS AND SUTURES INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(No. IRC 2705 of 2006)

Before Commissioner Murphy

24 July 2006

VARIATION

1. Delete subclause (a) of clause 8, Arbitrated Safety Net Adjustment, of the award published 3 August 2001 (326 I.G. 684), insert in lieu thereof the following:
 - (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. 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 (i) of Table 1 - Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Wages**

(i)

Item No	Brief Description	Total Rate Per Week \$
A	Chemist -	
	Research Chemist	615.75
	Analytical and/or Chemist	576.05
	Trainee Chemist -	
	1st year of adult experience	529.60
	2nd year of adult experience	551.55
	3rd year of adult experience	567.40
B	Manufacturers of all Catgut Products -	
	Employees engaged in the following -	
	Splitting and/or harvesting raw material	535.60
	Preparing and/or washing and/or processing raw material	535.60
	Grading	535.60
	Stripping	535.60
	Making and/or measuring and/or looping	535.60
	Employees engaged in spinning strings, responsible for final products	539.65
	Employees engaged in spinning strings, not required to use discretion as to the final product	535.60
	Employees engaged as a spinning and/or drying room attendant	535.60
	Housekeeper	521.55

C	Surgical Catgut Finishing Operations -	
	Employees engaged in the following -	
	Cutting down	535.60
	Taking down	535.60
	Sanding, polishing and grinding	535.60
	Grading	535.60
	Machine gauging	535.60
	Manual Gauging	535.60
	Counting	535.60
	Tying and packing	535.60
	Housekeeping	521.55
D	Tennis and Other Non-surgical Catgut Finishing Operations -	
	Employees engaged in the following -	
	Taking down	520.90
	Sanding, polishing or grinding	520.90
	Coating and/or lacquering	520.90
	Cutting down	520.90
	Coiling	520.90
	Grading and/or inspecting finished strings	520.90
	Tying	520.90
	Gauging	520.90
	Branding and/or packaging	520.90
E	Suture Preparation -	
	Employees engaged in the following -	
	Drying and/or sterilising sutures	520.90
	Filing and/or sealing sutures	520.90
	Inspection of packaged sutures	520.90
	Ampoule making	520.90
	Winding sutures	520.90
F	Quality Control -	
	Group Leader -Quality Control Attendant	537.65
	Quality Control Attendant	526.55

3. Delete items 1, 2, 4, & 5 of Table 2 - Other Rates and Allowances and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	6(d)	In charge of 1 to 5 employees	20.80
		In charge of 6 to 10 employees	24.30
		In charge of more than 10 employees	29.10
2	13(e)(i)	Morning or afternoon shift allowance	15.38 per shift
	13(e)(ii)	Night shift allowance	20.71 per shift
4	16	Dusty, Dirty Work, etc	0.48
5	17	First-aid allowance	2.67

4. This variation shall take effect from the first full pay period commencing on or after 24 July 2006.

J. P. MURPHY, Commissioner

FUNERAL INDUSTRIES (STATE) AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Funeral and Allied Industries Union of New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 2766 of 2006)

Before The Honourable Justice Schmidt

1 August 2006

VARIATION

1. Delete subclause (i), of clause 5, Wages, of Part I Funeral Directors of the award published 22 July 2005 (352 I.G. 657), and insert in lieu thereof the following:

- (i) The rates of pay shall be the minimum to be paid to weekly employees in the classifications as set out in Table 1 of Part B of this award:

The rates of pay in this award include the adjustments payable under the State Wage Case 2005. 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 subclause (vi), of clause 10, Wages, of Part II Casket and/or Manufacturing, and insert in lieu thereof the following:

- (vi) The rates of pay in this award include the adjustments payable under the State Wage Case 2005. 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.

3. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES**

Table 1 - Wages

PART 1 - FUNERAL DIRECTORS

Classification	Base Rate	Proposed New Base Rate	Hourly Rate
	\$	\$	\$
Resident Manager	628.85	645.85	16.99
Embalmer	618.95	635.95	16.73
Resident Arranging Officer	606.15	623.15	16.39
Relieving Manager	606.15	623.15	16.39
Non Resident & Duty Officer	606.15	623.15	16.39

Arranging Officer	603.55	620.55	16.33
Conductor	606.15	623.15	16.39
Shop Person	594.25	611.25	16.08
Trainee Embalmer 1st	594.25	611.25	16.08
Trainee Embalmer 2nd	602.65	619.65	16.30
Trainee Embalmer 3rd	610.95	627.95	16.52
Qualified Embalmer	618.95	635.95	16.73

PART II - CASKET MANUFACTURING

Classification	Base Rate \$	Proposed New Base Rate \$	Hourly Rate \$
Labourer	508.85	525.85	13.83
Process Worker	557.75	574.75	15.12
Grade 1	582.45	599.45	15.77
Grade 2	594.25	611.25	16.08

Junior Employees	Percentage of Grade II
17 Years and under	40%
18 Years of age	48%
19 Years of age	60%
20 Years of age	72%

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5 (iv)	Living-away Allowance - Relieving Manager	73.45 per week
2	5 (v)(a)	Cleaning (outside normal hours) - Resident Manager	11.78per hour
3	6 (vi)	Stand by Monday to Friday	10.54 per day
	6 (vi)	Stand by Saturday/Sunday	20.32 per day
	6 (vi)	Ready for after hours work	37.98 per day
13	8(vi)(a)	Exhumation -14 days or less	56.98
14	8(vi)(b)	Exhumation - (embalmed) 14 days to 7 years	68.28
15	8(vi)(c)	Exhumation - (not embalmed) 14 days to 7 years	113.74
16	8(vi)(d)	Exhumation - in excess of 7 years	56.98
20	13	Tool Allowance	4.41 per week
21	15(v)	Meal at other than usual place (without notification)	9.94
22	15(viii)	Meal Allowance	9.94
23	15(ix)	Meal Allowance - Saturdays, Sundays, Holidays	9.94
24	21(i)	Long Service Bonus - 5 and under 10 years	6.93 per week
25	21(i)	Long Service Bonus - 10 and under 15 years	13.28 per week
26	21(i)	Long Service Bonus -15 and under 20 years	17.86 per week
27	21 (i)	Long Service Bonus - 20 years and over	28.73 per week
28	26(ix)	Clothing Allowance - casuals	2.12 per half day or part thereof

3. This variation shall take effect from the beginning of the first pay period to commence on or after 1 August 2006.

M. SCHMIDT *J*

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(058)

SERIAL C4921**BUILDING EMPLOYEES MIXED INDUSTRIES (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 2619 of 2006)

Before The Honourable Justice Kavanagh

6 July 2006

VARIATION

1. Delete subclause 16.8 of clause 16, Wages, of the award published 16 November 2001 (329 I.G. 577), and insert in lieu thereof the following:

16.8 The rates of pay in this award include adjustments payable under the State Wage Case 2006. These adjustments may be offset against:

- (i) any equivalent overaward payments, and/or
- (ii) award wage increases since 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**

	Base Rate \$	Supplementary payment \$	SWC Adjustments \$	Tool Allowance \$	Ordinary Weekly Rate \$
Carpenters & Joiners	367.30	38.20	173.00	23.30	601.80
Bricklayers	367.30	38.20	171.00	16.40	592.90
Plumbers including: Gasfitters & Drainers	369.60	38.00	173.00	23.30	n/a
Painters, Including: Signwriters Marblers, Grainers & Artworkers	367.30	38.00	173.00	5.60	n/a

Builders Labourer

Classification	Previous Ordinary Weekly Rate \$	SWC Adjustments \$	Current Ordinary Weekly Rate \$
1. Rigger, Dogger	431.40	104.00	535.40
2. Scaffolder (as defined), powder monkey hoist or winch driver, foundation shaftperson (as defined), concrete finisher (as defined), steel fixer including tack welder	420.20	104.00	524.20
3. Bricklayer's labourer, plasterer's labourer, assistant rigger (as defined), assistant powder monkey (as defined) demolition work (after 3 months experience) gear hand, pile driver (concrete), hammerperson, mixer driver (concrete), steel erector, aluminium alloy structural erectors, (whether pre-fabricated or otherwise), gantry hand or crane hand, crane chaser, cement gun operator, concrete cutting or drilling machine operator, concrete gang including concrete floater (as defined), roof layer (malthoid or similar material) dump cart operator, under pinner, steel or bar bender to pattern or plan, concrete formwork stripper	408.00	104.00	512.00
4. Builder's labourer employed on work other than that specified in (1) to (3) hereof	384.20	104.00	488.20

Apprentices

Carpenters/Joiners/Bricklayers/Painters

	Indentured \$	Trainees \$
1st Year	200.70	225.10
2nd Year	293.50	329.40
3rd Year	388.60	427.00
4th Year	454.40	479.60

Plumbers

	\$	\$
1st Year	202.60	228.80
2nd Year	296.10	332.80
3rd Year	390.00	430.50
4th Year	458.70	484.30

Table 2 - Allowances

Item	Clause	Description	Amount \$
1	16.1	Tool Allowance	
	16.1	Carpenter/Joiner	23.30 per week
	16.2	Bricklayer	16.40 per week
	16.3	Plumber	23.30 per week
	16.4	Painter	5.60 per week
	16.4	Plumber - Registration Allowance	0.50 per hour
2	16.2.2	Adjustments	
	16.2.2	Ships Plumber	0.26 per hour
	16.2.3	Drainer (amount to be deducted)	0.05 per hour
	16.3.2	Signwriter	0.41 per hour
	16.3.3	Marbler and Grainer	0.41 per hour
	16.3.4	Ship Painter	0.33 per hour
	16.3.5	Casual Ships Painter	12.93 per day
	16.3.6	Signwriter, Grainer, Gilder on Ship work	0.71 per hour
	16.3.7(a)	Artworker Grade 2	0.40 per hour
16.3.7(b)	Artworker Grade 1	0.73 per hour	
All Employees			
3	17.2.1	Insulation	0.63 per hour
4	17.2.2	Hot Work	
		between 46 and 54 degrees exceeding 54 degrees	0.51 per hour 0.63 per hour
5	17.2.3	Cold Work	0.51 per hour
6	17.2.4	Confined Spaces	0.63 per hour
7	17.2.5	Swing Scaffold	
		first four hours every hour after	3.69 0.72 per hour
8	17.2.6	Wet Work	0.51 per hour
9	17.2.7	Dirty Work	0.51 per hour
10	17.2.8	Towers Allowance	
		above 15 meters in height each additional 15 meters	0.51 per hour 0.51 per hour
11	17.2.9	Toxic Substances	
		preparation and application when air conditioning plant not operating	0.63 per hour 0.41 per hour
		Close Proximity to employees so engaged	0.51 per hour
12	17.2.11	Computing Quantities	
		All Trades except Plumbers Plumbers	3.69 per day 0.51 per hour
13	17.2.12	Asbestos Eradication	1.71 per hour
Carpenters, Joiners and Bricklayers Only			
14	17.3.1	Roof Work	0.63 per hour
15	17.3.2	Ship Repair	12.40 per week
16	17.3.3	Second Hand Timber	2.01 per day
17	17.3.4	Acid Work	1.35 per hour
18	17.3.5	Cleaning Down Brick Work	0.46 per hour
19	17.3.6	Bagging	0.46 per hour
20	17.3.7	Brick Cutting Machine	0.63 per hour
21	17.3.8	Heavy Blocks	
		weighting over 5.5 kg and under 9 kg	0.51 per hour
		weighting over 9 kg and under 18 kg	0.93 per hour
		weighting over 18 kg	1.30 per hour

Carpenters, Joiners, Bricklayers and Painters			
22	17.4.1	Tunnel and Shaft	0.63 per hour
23	17.4.2	Furnace Work	1.35 per hour
24	17.4.3	Explosive Power Tools	1.21 per hour
Plumbers Only			
25	17.5.1	Chokages	5.81 per day
26	17.5.2	WC's Urinals	0.63 per hour
27	17.5.3	Height Work	0.51 per hour
28	17.5.4	Lead Burner Lead Burner in Chemical Works Oxyacetylene or Electric Welding Certificate Welding in Compliance with AS4041-1998 Welding other than under 17.5.4(c)	0.64 per hour 0.85 per hour 0.46 per hour 0.67 per hour Min per day \$5.17 0.12 per hour
29	17.5.5	Using or in close proximity to Asbestos	0.63 per hour
30	17.5.6	Slaughter Yards	1.21 per hour
31	17.5.7	Roof Work	0.71 per hour
32	17.5.8	Use of Licences Plumber's Licence Gasfitter's Licence Drainer's Licence Plumber's and Drainer's Licence Plumber's and Gasfitter's Licence Gasfitter and Drainers Licence	0.78 per hour 0.78 per hour 0.68 per hour 1.05 per hour 1.05 per hour 1.46 per hour
33	17.5.9 (a) (b) (c)	District Allowance	0.83 per hour 1.35 per hour 1.35 per hour
Ship Plumbers			
34	17.6.1	Ballast and Oil Tanks	0.63 per hour
34	17.6.2	Bilges	0.46 per hour
38	17.6.3	Diesel Engines	0.46 per hour
Painters			
37	17.7.2	Height Work	0.46 per hour
38	17.7.3	Use of Rigging or Scaffold Certificate	0.51 per hour
39	17.7.4	Spray Allowance	0.51 per hour
40	17.7.5	Power Tools	0.51 per hour
Builders Labourers			
41	16.4.2 16.4.3	Builders Labourer engaged on maintenance Builders Labourer other than on maintenance	13.43 per week 9.00per week
42	17.8.1 17.8.2	Work on Acid Resistant Brick Work Boilers, furnaces, Kilns, etc	0.48 per hour 0.48 per hour
43	17.9.1	Apprentices use of Rigging or Scaffold Certificate	0.51 per hour
44	18	Leading Hand Carpenters and Bricklayers In charge of: not more than 1 person more than 2 but not more than 5 persons more than 5 but not more than 10 persons more than 10 persons Plumbers In charge of: up to 2 journeypersons 3 to 5 journey persons 5 to 10 journeypersons over 10 journeypersons	Per week 14.50 per week 31.80 per week 40.60 per week 54.10 per week 0.69 per hour 0.82 per hour 1.05 per hour 1.35 per hour

		Painters In charge of: 1 to 5 journeypersons (and/or apprentices) 6 to 15 journeypersons (and/or apprentices) more than 15 journeypersons (and/or apprentices)	6.38 per day 7.96 per day 10.88 per day
		Builders' Labourers In charge of not less than 2 nor more than 5 persons not less than 5 nor more than 10 persons more than 10 persons	26.30 per week 33.00 per week 44.50 per week
45	20.3.2	Ships Work - Special Places	0.46 per hour
46	20.3.3	Insulations with granulated cork	0.46 per hour
47	20.4	Removal Bitumous Compounds	0.46 per hour
48		Industry Allowance	22.60
49	15.2	Overtime Meal Allowance	10.50 per meal
50	22.3.1(b)	Living Away from Home - Weekly	356.50 per week
51	22.3.1(c)	Living Away from Home - Daily	51.00 per day
52	22.4.1(a)(iii)	Travel Expenses - Meal	10.50 per meal
53	22.4.1(b)(i)	Return Journey	17.10 per occasion
54	22.6.5	Weekend Return Home	28.90 per
55	24.1.1	First Aid Allowance	2.11 per day
56	26.2.1	Loss of Tools and Clothing	1348.00

3. This variation shall take effect from the beginning of the first pay period to commence on or after 10 July 2006.

T. M. KAVANAGH J

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(537)

SERIAL C4930

PLASTERERS, SHOP HANDS AND CASTERS (STATE) CONSOLIDATED 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 2619 of 2006)

Before The Honourable Justice Kavanagh

6 July 2006

VARIATION

1. Delete clause 3, Wages of the award published 22 April 2005 (350 I.G. 331), and insert in lieu thereof the following:

3. Wages

- (i) The following minimum rates of pay shall be paid to adult employees:

Classification	Total Rate Eff 10/07/05 \$	SWC 2005 \$	Total Rate SWC 2005 \$	SWC 2006 \$	Total Rate Eff 10/07/06 \$
Shop Hand	561.30	17.00	578.30	20.00	598.30
Caster	475.90	17.00	492.90	20.00	512.90
Mechanical Cornice Attendant & Operator	467.40	17.00	484.40	20.00	504.40
Cornice Machine Attendant	467.40	17.00	484.40	20.00	504.40
All Others	467.40	17.00	484.40	20.00	504.40

Tool Allowances	\$
Shop Hand	3.20
Caster	1.30

- (ii) Junior casters minimum rates of pay shall be the rates set out hereunder calculated to the nearest five cents, any fraction of five cents in the result not exceeding half of five cents to be disregarded:

Percentage of the sum of the total wage assigned to an adult caster

	Percentage per week %
1st year	48
2nd year	68
3rd year	90

- (iii) Casual Employees.--A casual employee, that is an employee engaged for less than forty hours per week, shall be paid one-fifth of the weekly rate plus 10 per centum per day or portion thereof.

- (iv) Leading Hands:

- (a) An employee appointed to be in charge of more than two and up to and including five employees shall be a leading hand and shall be paid \$15.44 per week extra.

- (b) An employee appointed to be in charge of more than five and up to and including ten employees shall be a leading hand and shall be paid \$19.52 per week extra.
 - (c) An employee appointed to be in charge of more than ten employees shall be a leading hand and shall be paid \$27.49 per week extra.
 - (v) Where an employee is sent from a shop to a job to perform casters and/or fibrous fixers and gypsum plasterboard fixers' work the worker shall be paid the hourly rates and conditions applying to fixers in the Building and Construction Industry (State) Award whilst he or she is actually employed on this work and this hourly rate shall be paid in lieu of normal pay.
2. Delete clause 4, State Wage Case Adjustments, and insert in lieu thereof the following:

4. State Wage Case Adjustments

The rates of pay in this award include the adjustments payable under State Wage Case 2006. 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
3. This variation shall take effect from the beginning of the first pay period to commence on or after 10 July 2006.

T. M. KAVANAGH *J*

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BUILDING CRANE DRIVERS (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 2619 of 2006)

Before The Honourable Justice Kavanagh

6 July 2006

VARIATION

1. Delete subclause (ii) of clause 4, Rates of Pay, of the award published 22 April 2005 (350 I.G. 345), and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include the State Wage Case - 2006 adjustment as set out in Table 1 - Wages, of Part B, Monetary Rates, payable under the State Wage Case - 2006 decision. This adjustment may be offset against:
 - (A) any equivalent overaward payments, and/or
 - (B) award wage increases since 29 May 1991 other than safety net adjustments 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	Base Rate Per Week \$	Safety Net Adjustment Per Week \$	Total Margin Per Week \$
Lofty Crane Driver	495.20	159.00	654.20

Item No.	Clause No.	Brief Description	Amount \$
1.	8(iii)	Overtime meal allowance	10.50 per meal
2.	8 (iii) (a)	Meal interval	10.50 per meal
3.	10A(i)	Travel Allowance	13.20 per day
4.	10A(ii)	Travel within 50 klm from depot	13.20 per day
5	10 I (ii)	Transfer of Work Sites	0.73 cents per klm
6.	10 D (i)(b)	Excess travel	0.39 cents per klm
7.	10M	Travelling time allowance	9.15 per week
8.	11 (iii) (b)	Living away from home weekly rate	356.50 per week
9.	11 (iii) (b)	Living away from home daily rate	51.00 per day
10.	11 (v) (c) (iii)	Meals while travelling	10.50 p/meal
11.	11 (vi)	Return journey	17.10
12.	11 (xi) (b)	Weekly camping rate	143.60 per week
13.	11 (xi) (b)	Daily camping rate	20.60 per day
14.	12A	Industry Allowance	22.60 per week

15.	12B	Multi Storey Allowance - From 4th floor level to 10th floor level From 11th floor level to 15th floor level From 16th floor level to 20th floor level From 21st floor level to 25th floor level From 26th floor level to 30th floor level From 31st floor level to 40th floor level From 41st floor level to 50th floor level From 51st floor level to 60th floor level From 61st floor level onwards	0.45 per hour extra 0.51 per hour extra 0.60 per hour extra 0.76 per hour extra 0.93 per hour extra 0.98 per hour extra 1.12 per hour extra 1.29 per hour extra 1.36 per hour extra
16.	12C	Towers Allowance Up to 15 metres For every additional 15 metres	0.51 per hour 0.51 per hour
17.	12D(ii)	Dirty work	0.51 per hour extra

3. This variation shall take effect from the beginning of the first pay period to commence on or after 10 July 2006.

T. M. KAVANAGH J

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PLANT, &c., OPERATORS ON CONSTRUCTION (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 2619 of 2006)

Before The Honourable Justice Kavanagh

6 July 2006

VARIATION

1. Delete the tables appearing in paragraphs (e) and (f) of subclause (1) of clause 5, Wage Rates, of the award published 16 November 2001 (329 I.G. 625), and insert in lieu thereof the following:

Broadbanded Award Classification	New CW Classification	11 September 2005	SWC 2006	New Rate Effective 10/07/06
		\$	\$	\$
Group A	CW3	578.30	20.00	598.30
Group B	CW4	599.20	20.00	619.20
Group C	CW5	620.00	20.00	640.00
Group D	CW5	620.00	20.00	640.00
Group E	CW5	620.00	20.00	640.00
Group F	CW6	638.90	20.00	658.90
Group G	CW6	638.90	20.00	658.90
Group H	CW7	659.70	20.00	679.70

Classification	10 July 2006
	\$
CW8	702.60
CW7	679.70
CW6	658.90
CW5	640.00
CW4	619.20
CW3	598.30
CW2	579.60
CW1(d)	566.20
CW1(c)	554.60
CW1(b)	546.20
CW1(a)	533.70

2. Delete subclause (4) of the said clause 5, and insert in lieu thereof the following:

- (4) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. 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.

3. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	Rate per week \$
The rates of pay in this table represent the rates applicable to employees covered by this award and come about as a result of the insertion of the new classification structure. The new classification structure is subject to a transitional period. Accordingly, the rates of pay in this table do not apply until the transitional period is complete. See clauses 5(1)(e) and 5(1)(f) for the rates of pay applicable during the transitional period.	
Construction Worker Level 8 - CW8	702.60
Construction Worker Level 7 - CW7	679.70
Construction Worker Level 6 - CW6	658.90
Construction Worker Level 5 - CW5	640.00
Construction Worker Level 4 - CW4	619.20
Construction Worker Level 3 - CW3	598.30
Construction Worker Level 2 - CW2	579.60
Construction Worker Level 1 - CW1(d)	566.20
Construction Worker Level 1 - CW1(c)	554.60
Construction Worker Level 1 - CW1(b)	546.20
Construction Worker Level 1 - CW1(a)	533.70

Table 2 - Other Rates and Allowances

Item	Clause	Brief Description	Amount \$
1	5(5)(i)	Operator in charge of plant	14.16 per week
2	5(5)(ii)(a)	Industry allowance	22.60 per week
4	5(5)(iii)	Employees engaged in waste disposal depots	1.05 per hour
5	5(5)(iv)	Leading hands - In charge of more than 2 and up to 5 employees In charge of more than 5 and up to 10 employees In charge of more than 10 employees	20.00 per week 28.20 per week 35.90 per week
6	5(5)(v)	Special Allowance - Employees within A.I. & S, Port Kembla	0.80 per hour
7	5(5)(vi)	Employees involved in road construction work in the Illawarra region near coal wash	0.51 per hour
8	14(ii)	Meal Allowance each subsequent meal	10.50 per meal 8.70 per meal
9	5(2)	Floating/Mobile/other cranes for every 5 tonnes in excess of 20 tonnes	1.73
10	31(i)(a)	Excess Fares Small Fares	14.30 per day 5.50 per day
	31(i)(b)	Travel Pattern Loading	7.25 per week
11	31(iv)(a)	Travel in excess of 40 kilometres from the depot	0.77 per km
		Minimum Payment	14.30 per day
	31(iv)(b)	Use of Own Vehicle	0.77 per km
	31(iv)(c)	Road Escort - Own Vehicle	0.77 per km
	31(iv)(d)	Transfer - One job to another Own Vehicle	0.77 per km
12	31(v)	Carrying of Fuels Oils and/or grease	8.54 per day
13		Country Work Allowance	
	33(iii)(a)	Unbroken Week	356.50 per week
	33(iii)(b)	Broken Week	51.00 per day

14	33(ii)(c)(1)	Travel Allowance - Weekend Return	28.90 per occasion
15	33(v)	Meal Allowance whilst travelling	10.50 per meal
16	34(xv)(a)	Camping Area - Weekend return	28.90 per occasion
17	35(ii)	Caravan Allowance Unbroken Week Broken Week	166.40 per week 23.80 per day
18	37(i)	Employees working in the west and north districts of the State Employees working in the western districts of the State	1.08 per day 1.78 per day
19	37(ii)	Employees working in the southern districts of the State	1.78 per day
20	38(x)(c)(v)(A)	First-Aid Allowance	2.17 per day
21	38(x)(c)(v)(B)	First-Aid Allowance	3.42 per day
22	38(xi)(d)	Employee engaged in lime work	0.51 per hour

4. This variation shall take effect from the beginning of the first pay period to commence on or after 10 July 2006.

T. M. KAVANAGH *J*

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(357)

SERIAL C4926

GOVERNMENT RAILWAYS (BUILDING TRADES CONSTRUCTION STAFF) 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 2619 of 2006)

Before The Honourable Justice Kavanagh

6 July 2006

VARIATION

1. Delete clause 6, Rates of Wages, Tools and Special Allowances, of the award published 13 May 2005 (350 I.G. 1070), and insert in lieu thereof the following:

6. Rates of Wages, Tools and Special Allowances

- (i) Employees of the classifications specified hereunder shall be paid at the following rates of wages per week:

Classification	Base* rate per wk \$	Tool Allowance per wk \$	Special Allowance per wk \$	Additional loading per wk \$	Tradespersons' Allowance per wk \$	SWC 2000- 2006 \$	Total per wk \$
Bricklayer	366.00	16.40	12.88	59.87	16.25	119.00	590.40
Bridge Carpenter	366.00	23.30	12.88	59.87	16.25	119.00	597.30
Carpenter and joiner	366.00	23.30	12.88	59.87	16.25	119.00	597.30
Painter	366.00	5.60	12.88	59.87	16.25	119.00	579.60
Signwriter	375.80	5.60	12.88	59.87	16.25	119.00	589.40
Plaster and Fibrous Plaster Fixer	366.00	19.20	12.88	59.87	16.25	119.00	593.20
Plumber and Gasfitter	369.10	23.30	12.88	59.87	16.25	121.00	602.40

* Please note the base rate includes the now deleted basic wage component of \$121.40

Provided that the amount shown as additional loading comprehends consideration for over award payments.

- (ii) Without limiting the general meaning, signwriting work shall include making of stencils and stencilling by screen or any other method, and the making and/or fixing of transfers.
- (iii) The ordinary hourly rates for employees engaged on leadburning shall be calculated by adding to the hourly rate prescribed for journeyperson plumbers an amount of 56 cents per hour.
- (iv) The ordinary hourly rates for employees in the following classifications shall be calculated by adding to the hourly rate prescribed for journeyperson plumbers in this clause and sub-clause (vi) of this clause, the following rates:
- (a) When required to act on a plumbers licence 73 cents

- (b) When required to act on a gasfitters licence 73 cents
- (c) When required to act on a drainers licence 62 cents
- (d) When required to act on a plumbers and gasfitters licence 98 cents
- (e) When required to act on a plumbers and drainers licence 98 cents
- (f) When required to act on a gasfitters and drainers licence 98 cents
- (g) When required to act on a plumbers gasfitter and drainers licence \$1.35
- (h) When required to act on a Pressure Welding Certificate 42 cents

Gasfitting licence shall be deemed to include coal gas, town gas, natural gas, liquid petroleum gas or any other gas where it is required by any State Act of Parliament or regulation that the holder of a licence be responsible for the installation of any such service or services.

- (v) Tradespeople covered by this award when employed on large construction projects being constructed by the Public Transport Commission of NSW shall be paid not less than the amount paid to tradespersons of the same class under the Building & Construction Industry (State) Award in respect of wage rate, tool allowance, industry allowance and special allowance. Any disputes between the parties concerning construction work being defined as a large construction project shall be referred to the Industrial Relations Commission of New South Wales for determination.
- (vi) 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 57 cents per hour in addition to his ordinary rate of pay.

This allowance shall be paid for all purposes of the Award with the exception of Clause 5 Overtime, in which case it shall be paid at the flat rate and not subject to penalty provisions.
- (vii) The allowances contained in subclause (iv) and (vi) of this Clause are applicable to employees working a 40 hour week. Where employees work an average of 38 hours per week in a four week work cycle, the hourly rate indicated is to be multiplied by 40 and divided by 38 to obtain the appropriate hourly rate.

- 2 Delete clause 7, Charge Hands, and insert in lieu thereof the following;

7. Charge Hands

Charge hand tradesmen shall be paid at the rate of the following amounts whilst so employed in addition to rates of wages prescribed by Clause 6, Rates of Wages, Tool and Special Allowances of this Award, for employees of the same classification except in respect of the large construction project allowance.

	Per week \$
When in charge of not less than one and not more than nine employees	73.90
When in charge of ten and not more than fifteen employees	86.20
When in charge of sixteen or more employees	98.70

3. Delete clause 8, Special Rates, and insert in lieu thereof the following:

8. Special Rates

In addition to the ordinary rates of wages:

- (i) High places: A bridge carpenter when required to work at a height of 7.62 metres from the ground, deck floor or water level shall be paid at the rate of 51 cents per hour extra, and 9 cents per hour extra for every additional 3.048 metres. Height shall be calculated from where it is necessary for the employee to place his hands or tools in order to carry out the work to the ground deck, floor or water level.

For the purpose of this paragraph "deck" or "floor" shall mean a substantial structure which, even though temporary is sufficient to protect an employee from falling any further distance and "water level" shall mean in tidal waters the mean water level.

This paragraph shall not apply to workers working on suitable scaffolding erected in accordance with the regulations under the *Occupational Health and Safety Act 2000* and certified by an inspector as conforming to that Act.

- (ii) An employee required to work on the construction of chimneys and air shafts where the construction exceeds 15.24 metres in height, shall be paid for all work above 15.24 metres 48 cents per hour with 11 cents per hour additional for work above each further 15.24 metres.
- (iii) Tunnels and sewers: In the case of all employees whose craft award contains a similar provision an employee when engaged in tunnel and sewer work in an underground shaft exceeding 3.048 metres in depth shall be paid such additional minimum rate as is provided for in such craft award.
- (iv) Second hand timber: A bridge carpenter or a carpenter and joiner who, whilst working on secondhand timber has their tools damaged by nails, dumps or other foreign matter in the timber shall be paid an allowance of \$1.99 for each day upon which his tools are so damaged: Provided that no allowance shall be payable under this paragraph unless the damage is immediately reported to the Commission's representative on the job in order that he may have an opportunity to properly investigate the matter.
- (v) Wet places: An employee when working in any place where his clothing or boots become saturated, whether by water, oil or otherwise shall be paid at the rate of 51 cents per hour extra: provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear; provided further that any employee who becomes entitled to this extra rate shall continue to be paid such extra rate for such part of the day or shift as he is required to work in wet clothing or boots.
- (vi) Chokages: A plumber who is employed upon any chokage or oil chokage (other than domestic) and is required to open up any soil pipe, waste pipe or drain conveying offensive material, or scupper containing sewage shall be paid an additional \$5.35 per day or part of a day thereof.
- (vii) Swing scaffold: A payment of \$3.83 for the first four hours or any portion thereof and 75 cents for each hour thereafter on any day shall be made to any person employed:
 - (a) on any type of swing scaffold or any scaffold suspended by rope or cable, bosuns 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.

And further provided that solid plasterers when working off a swing scaffold shall receive an additional 11 cents per hour.

- (viii) Insulation: Employee who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, or other recognised insulation material of a like nature or working in the immediate vicinity so as to be offended by the use thereof, 57 cents per hour or part thereof.
- (ix) Hotwork: An employee who works in a place where the temperature has been raised by artificial means to between 46 degrees and 54 degrees Celsius 45 cents per hour or part thereof, exceeding 56 degrees Celsius- 64 cents per hour or part thereof.

Where such work continues for more than two hours the employee shall be entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate provided by this sub-clause.

- (x) An employee who works in a place the dimensions or nature of which necessitates working in a cramped position or without sufficient ventilation shall be paid 64 cents per hour extra.

- (xi) Roof repairs: Employees engaged on repairs to roofs shall be paid 64 cents per hour.
- (xii) An employee who is an authorised operator of explosive power tools shall be paid \$1.20 for each day on which he uses such a tool.
- (xiii) An employee working on any structure at a height of more than 9.144 metres where an adequate fixed support not less than .762 metres wide is not provided shall be paid 51 cents per hour in addition to ordinary rates. This sub-clause shall not apply to an employee working on a bosuns chair or swinging stage.
- (xiv) A painter engaged on all spray application carried out in other than a properly constructed booth, approved by the Department of Commerce shall be paid 51 cents per hour extra.
- (xv) Computing quantities: Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed by other employees shall be paid an additional \$3.68 per day or part thereof, provided that, this allowance shall not apply to an employee classified as a leading hand and receiving allowance prescribed in Clause 7, Leading Hands of this award.
- (xvi) Where an employee is a qualified first-aid person and is employed to carry out the duties of a qualified first-aid person the employee shall be paid an additional rate of \$2.20 per day.
- (xvii) Applying obnoxious substances:
- (a) An employee engaged in either the preparation and/or application of epoxy based materials or materials of a like nature shall be paid 64 cents per hour extra.
 - (b) In addition employees applying such material in buildings which are normally air-conditioned shall be paid 40 cents per hour extra for any time worked when the air conditioning plant is not operating.
 - (c) 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 and in addition, protective clothing shall be supplied where recommended by the Health Commission of New South Wales.
 - (d) Employees working in close proximity to employees so engaged shall be paid 51 cents per hour extra.
 - (e) 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.
- (xviii) Marking-setting-out: A building tradesperson mainly employed marking and/or setting out work for other employees shall be paid an additional margin of \$19.36 per week.
- (xix) Cleaning down brickwork: A bricklayer required to clean down bricks using acids or other corrosive substances shall be paid 45 cents per hour extra. Whilst so employed employees will be supplied with gloves.
- (xx) Bricklayers laying other than standard bricks: Bricklayers employed laying block (other than cindercrete blocks for plugging purposes) shall be paid the following additional rates:
- Where the blocks with over 5.5 kg and under 9 kg - 51 cents per hour.
- Where the blocks with 9kg or over up to 18 kg -92 cents per hour.
- Where the blocks weigh over 18 kg - \$1.29 per hour.

An employee shall not be required to lift a building block in excess of 20kg unless such employee is provided with a mechanical aid or with an assisting employee; provided that, an employee shall not be

required to manually lift any building block in excess of 20kg in weight to a height of more than 1.2 metres above the working platform.

- (xxi) Asbestos: Employees required to use 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 and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) such employees shall be paid 64 cents per hour extra while so engaged.
 - (xxii) Bagging: Employees engaged upon bagging brick or concrete structures shall be paid 45 cents per hour.
 - (xxiii) Rates not cumulative: Where more than one of the above special rates provides payment for disabilities of substantially the same nature then only the highest of such rates shall be payable. The above rates shall not form part of the ordinary rates of wages for the purpose of calculation of overtime.
4. This variation shall take effect from the beginning of the first pay period to commence on or after 10 July, 2006.

T. M. KAVANAGH *J*

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GLASS WORKERS (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 2619 of 2006)

Before The Honourable Justice Kavanagh

6 July 2006

VARIATION

1. Delete subclauses (3), (9), (11) and (12) of clause 51, Wages, of the award published 20 April 2001 (324 I.G. 84) and insert in lieu thereof the following:
 - (3) The rates of pay in this award include the adjustment payable under the State Wage Case 2006. 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.

Junior Employees -

- (9) The minimum rate of pay for a junior employee shall be the percentage indicated below of the minimum rate of pay for the Level 3 (which includes the award rate of pay for that classification plus the special loading):

	Percentage	From the first full pay period commencing on or after 11 July 2006 \$
At 16 years and under 17 years of age	50	317.70
At 17 years and under 18 years of age	60	381.30
At 18 years and under 19 years of age	75	476.60
At 19 years and under 20 years of age	90	571.90

Provided that all employees other than apprentices shall be paid the full adult rates of pay for the classification appropriate to their level of competency plus the special loading upon attaining the age of twenty years.

An Automotive Glass Fitter (as defined) shall, upon reaching the age of 20 years, have deducted from the employee's two year probationary period the time spent engaged as a Junior Automotive Glass Fitter.

Minor Apprentices -

- (11) The rate for minor apprentices is calculated by adding together the award rate for an adult employee classified at Level 5 and the special loading, and then applying the appropriate percentage shown below:

	Percentage	From the first full pay period commencing on or after 11 July 2006 \$
1st year	50	346.00
2nd year	65	449.80
3rd year	80	553.60
4th year	90	622.80

Adult Apprentices -

- (12) The rate for adult apprentices is calculated by adding together the award rate for an adult employee classified at Level 5 and the special loading, and then applying the appropriate percentage shown below:

	Percentage	From the first full pay period commencing on or after 11 July 2006 \$
1st year	85	588.20
2nd year	90	622.80
3rd year	95	657.40

2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Wage Rates**

Competency Level	SWC 2006 \$20 Increase \$
One	516.80
Two	540.50
Three	551.00
Four	585.30
Five	607.60
Six	632.10
Seven	654.70

Note: The award rates of pay do not include the special loading set out in clause 51(2).

Table 2 - Other Rates and Allowances of Part B Monetary Rates

Work Related Allowances

1.	Call Out and Availability Allowance (Clause 10)		
	(i)		\$21.10
	(ii)		\$71.40
	(iii)		\$80.20
	(iv)		\$89.10
2.	Leading Hand (Clause 51)		
	(i)	2 and up to 5 employees	\$5.31
	(ii)	5 and up to 10 employees	\$6.68
	(iii)	more than 10 employees	\$8.94
3.	Construction Work (clause 15)		
	(i)	per day	\$4.50
	(ii)	per week	\$22.50
4.	Special Loading \$84.40 (clause 51)		

Expense Related Allowances

5.	Meal Allowance (Clause 29)		
	(i)		\$11.10
	(ii)		\$11.10
6.	Country Work (Clause 17)		
	(i)		\$14.00
	(ii)		\$62.70
	(iii)		\$17.50
7.	Compensation for Clothes & Tools (Clause 14)		
			\$1348.00
8.	Tool Allowance (Clause 49)		
	(i)		\$5.60 per week
	(ii)		\$5.60 per week
9.	Car Allowance per km (Clause 11)		
			\$0.77
10.	First Aid Allowance (Clause 20)		
			\$2.33 per day

General Conditions (clause 21)

11.	Work at Height (clause 21(1))		
	(i)		\$2.97

(ii)	\$2.97
(iii)	\$5.32
(iv)	\$10.04
(v)	\$3.41
(vi)	\$2.97
(vii)	\$2.60
(viii)	\$5.32
(ix)	\$10.04

12. Multi-Storey Allowance (Clause 21(2))

(i)	\$0.38
(ii)	\$0.46
(iii)	\$0.72
(iv)	\$0.94
(v)	\$1.15

13. General (clause 21(3))

(i)	\$0.48
(ii)	\$0.59
(iii)	\$0.48 between 46°c & 54°c/\$0.57 exceeding 54°c
(iv)	\$0.48
(v)	\$0.59
(vi)	\$0.48

14. Collecting Monies (clause 21(3))

(i)	\$7.77
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3. This variation shall take effect from the beginning of the first pay period to commence on or after 11 July 2006.

T. M. KAVANAGH *J*

(001)

SERIAL C5122

BUILDING AND CONSTRUCTION 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 2619 of 2006)

Before The Honourable Justice Kavanagh

6 July 2006

VARIATION

1. Delete paragraph (a) of subclause 18.1 of 18, Classifications and Wage Rates, of the award published 31 August 2001 (327 I.G. 279), and insert in lieu thereof the following:

- (a) Wage Rates - New Classification Structure

Subject to subclause (c) of this clause, the following amounts shall be applied where appropriate for the purposes of the calculation of the hourly rate under 18.3 of this award.

Classification	Weekly Rate	Relativity
	\$	% \$
Construction Worker Level 8 (CW8)	702.60	125
Construction Worker Level 7 (CW7)	679.70	120
Construction Worker Level 6 (CW6)	658.90	115
Construction Worker Level 5 (CW5)	640.00	110
Construction Worker Level 4 (CW4)	619.20	105
Construction Worker Level 3 (CW3)	598.30	100
Construction Worker Level 2 (CW2)	579.60	96
Construction Worker Level 1 (CW1(d))	566.20	92.4
Construction Worker Level 1 (CW1(c))	554.60	90
Construction Worker Level 1 (CW1(b))	546.20	88
Construction Worker Level 1 (CW1(a))	533.70	85

Old Wage Group	New Wage Group	Hourly Rate	Hourly Rate
		effective p.p.c. on or after 10/07/05	effective p.p.c. on or after 10/07/06
		\$	\$
Carpenter Diver	CW8	25.15	25.85
Foreperson (as defined)	CW8	22.05	22.70
Sub Foreperson	CW7	20.84	21.47
Carver	CW5	18.26	18.83
Special Class Tradesperson (Carpenter and/or Joiner, Stonemason)	CW5	18.26	18.83
Special Class Tradesperson (Plasterer)	CW5	18.15	18.71
Special Class Tradesperson (Bricklayer)	CW5	18.07	18.64
Marker or Setter Out (Artificial Stoneworker, Stonemason, Bridge and Wharf Carpenter, Carpenter and/or Joiner, Marble and Slateworker)	CW4	17.69	18.26
Marker or Setter Out (Caster, Fixer, Floorlayer Specialist, Plasterer)	CW4	17.58	18.15
Marker or Setter Out (Bricklayer, Tilelayer, Hard Floor Coverer)	CW4	17.51	18.07

Marker or Setter Out (Roof Tiler, Slate Ridger or Roof Fixer)	CW4	17.39	17.96
Marker or Setter Out (Painter)	CW4	17.21	17.78
Letter Cutter	CW4	17.69	18.26
Signwriter	CW4	17.21	17.78
Artificial Stoneworker, Carpenter and/or Joiner, Bridge and Wharf Carpenter, Marble and Slate Worker, Stonemason	CW3	17.13	17.69
Caster, Fixer, Floorlayer Specialist, Plasterer	CW3	17.01	17.58
Bricklayer, Tilelayer	CW3	16.94	17.51
Roof Tiler, Slate Ridger, Roof Fixer	CW3	16.82	17.39
Painter,	CW3	16.65	17.21
Shophand	CW3	16.49	17.06
Quarryworker	CW3	16.49	17.06
Labourer (1) - Rigger, Dogger	CW3	16.49	17.06
Machinist	CW3	16.49	17.06
Labourer (2) - Scaffolder (as defined), Powder Monkey, Hoist or Winch Driver, Foundation Shaftworker (as defined), Steel Fixer including Tack Welder, Concrete Finisher (as defined)	CW2	15.99	16.55
Labourer (3) - Trades labourer, Jack Hammerman, Mixer Driver(concrete), Gantry Hand or Crane Hand, Crane Chaser, Cement Gun Operator, Concrete Cutting or Drilling Machine Operator, Concrete Gang including Concrete Floater (as defined), Roof Layer(malthoid or similar material), Dump Cart Operator, Concrete Formwork stripper, Mobile Concrete Pump Hoseman or Line Hand	CW1(d)	15.62	16.19
Plasterer's Assistant	CW1(d)	15.62	16.19
Terrazzo Assistant	CW1(d)	15.62	16.19
Labourer (4) - Builders Labourer other than as specified herein)	CW1(c)	15.31	15.87

2. Delete paragraph (f) of subclause 18.1 of the said clause 18, and insert in lieu thereof the following:
- (f) The rates of pay in this award include the adjustments payable under State Wage Case 2006. 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.
3. Delete subparagraphs 18.1.2.1, 18.1.2.2 and 18.1.2.3 of paragraph 18.1.2 Wage Rates - Apprentices, of the said clause 18, and insert in lieu thereof the following:
- 18.1.2.1 Carpenters, Joiners, Bricklayers, Painters, etc., Plasterers, etc., Roof Tilers, Fibrous Plasterer, Plasterboard Fixer, Stonemasons, Tilelayers, Floorlaying.
- (i) Indentured Apprentice - The minimum rates of wages for four-year apprentices shall be as follows:

	Base Rate Per Week	Industry Allowance Per Week	Special Allowance Per Week	Total Per Week
	\$	\$	\$	\$
1st year	199.90	22.60	17.10	239.60
2nd year	291.90	22.60	25.30	339.80

3rd year	386.80	22.60	32.50	441.90
4th year	453.10	22.60	38.70	514.40

(ii) Trainee Apprentice

	Base Rate Per Week	Industry Allowance Per Week	Special Allowance Per Week	Total Per Week
	\$	\$	\$	\$
1st year	224.40	22.60	18.40	265.40
2nd year	328.00	22.60	27.80	378.40
3rd year	425.50	22.60	35.30	483.40
4th year	477.90	22.60	40.10	540.60

18.1.2.2 Civil Engineering Construction Carpenters:

	Base Rate Per Week	Industry Allowance Per Week	Special Allowance Per Week	Total Per Week
	\$	\$	\$	\$
1st year	243.50	22.60	20.00	286.10
2nd year	347.20	22.60	28.10	397.90
3rd year	430.50	22.60	35.30	488.40
4th year	509.70	22.60	41.40	573.70

18.1.2.3 Pilot Three Year Bricklayers' Course

- (a) These rates apply to apprentices who are engaged through the Master Builders' Association of New South Wales and the Housing Industry Group Apprenticeship Schemes and who are enrolled or to be enrolled in the pilot three year Technical and Further Education course.
- (b) These rates shall also apply whilst the apprentice is attending college in the following fashion:
- Year I - First 8 weeks - full time at 35 hours per week 28 weeks - 1 day per week
- Year II - 36 weeks - 1 day per week
- (c) The above provisions relating to the pilot bricklayers course, the course itself, and the rates herein prescribed shall only apply to employed apprentices.
- (d) Leave is reserved in relation to the payment applicable during attendance at college for the advanced modules (30 weeks - 1 day per week, i.e. 6 x 40 hour modules) for those apprentices who have successfully completed the requirements of year II.

(i) Indentured Apprentices:

The minimum rate of wages for three year apprentice bricklayers shall be as follows:

	Base Rate Per Week	Industry Allowance Per Week	Special Allowance Per Week	Total Per Week
	\$	\$	\$	\$
1st year 1st six months	195.50	22.60	16.80	234.90
2nd six months	284.50	22.60	24.80	331.90
2nd year	377.10	22.60	31.90	431.60

3rd year	442.30	22.60	37.90	502.80
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(ii) Trainee Apprentices:

The minimum rate of wages for three year apprentice bricklayers shall be as follows:

	Base Rate Per Week	Industry Allowance Per Week	Special Allowance Per Week	Total Per Week
	\$	\$	\$	\$
1st year 1st six months	213.10	22.60	18.00	253.70
2nd six months	310.60	22.60	27.30	360.50
2nd year	403.20	22.60	34.60	460.40
3rd year	452.70	22.60	39.30	514.60

4. Delete paragraph 18.1.3 Adult Apprentices, of the said clause 18, and insert in lieu thereof the following:

18.1.3 Adult Apprentices

Definition - An adult apprentice means an employee engaged as an apprentice who at the time of apprenticeship is of or above the age of 21 years.

- 18.1.3.1 Carpenters, Joiners, Bricklayers, Painters, etc., Plasterers, etc., Roof Tilers, Fibrous Plasterer, Plasterboard Fixer, Stonemasons, Tilelayers, Floorlaying

(i) Indentured Apprentices:

	Base Rate Per Week	Industry Allowance Per Week	Special Allowance Per Week	Total Per Week
	\$	\$	\$	\$
1st year	331.30	22.60	17.10	371.00
2nd year	331.30	22.60	25.30	379.20
3rd year	391.70	22.60	32.50	446.80
4th year	456.10	22.60	38.70	517.40

(ii) Trainee Apprentices:

	Base Rate Per Week	Industry Allowance Per Week	Special Allowance Per Week	Total Per Week
	\$	\$	\$	\$
1st year	331.30	22.60	18.40	372.30
2nd year	334.20	22.60	27.80	384.60
3rd year	429.70	22.60	35.30	487.60
4th year	480.40	22.60	40.10	543.10

- 18.1.3.2 Civil Engineering Construction Carpenters - for adult apprentices the minimum rates shall be as follows:

	Base Rate Per Week	Industry Allowance Per Week	Special Allowance Per Week	Total Per Week
	\$	\$	\$	\$
1st year	331.30	22.60	20.00	373.90
2nd year	351.30	22.60	28.10	402.00

3rd year	434.60	22.60	35.30	492.50
4th year	511.20	22.60	41.40	575.20

5. Delete the table appearing in subclause 18.4 Leading hands, of the said clause 18, and insert in lieu thereof the following:

Item No.	Description	Weekly Base \$	Amount per hour \$
(i)	In charge of not more than 1 person	14.50	0.40
(ii)	In charge of 2 and not more than 5 persons	31.80	0.86
(iii)	In charge of 6 and not more than 10 persons	40.60	1.10
(iv)	In charge of more than 10 persons	54.10	1.47

6. Delete the amount "69 cents" appearing in subclause 18.5 Carpenter - Diver allowance, of the said clause 18, and insert in lieu thereof the following:

72 cents

7. Delete the table in subclause 18.7 Foreperson and Sub Foreperson Allowances, of the said clause 18, and insert in lieu thereof the following:

Classification	Per Week \$
Foreperson (as defined)	80.20
Sub-Foreperson	57.70

8. Delete the table in paragraph 18.8.2 Refractory bricklaying allowance, of the said clause 18, and insert in lieu thereof the following:

Classification	Per hour \$
Refractory Bricklayer	1.57
Refractory Bricklayer's Assistant	1.35

9. Delete the amount of "\$21.70" appearing in subclause 24.1, Industry Allowance, of clause 24, Allowances, and insert in lieu thereof the following:

\$22.60

10. Delete the amounts of "\$10.63" and "\$2.12" appearing in subclause 24.2, Underground Allowance, of the said clause 24, and insert in lieu thereof the following amounts "\$11.06" and "\$2.20" respectively.

11. Delete the table appearing in paragraph 24.5.3 of subclause 24.5 Multi-story allowance, of the said clause 24, and insert in lieu thereof the following:

Floor Levels	Amount per hour extra \$
From commencement of building to fifteenth floor level	0.41
From sixteenth floor level to thirtieth floor level	0.49
From thirty-first floor level to forty-fifth floor level	0.76
From forty-sixth floor level to sixtieth floor level	0.98
From sixty-first floor level onwards	1.22

12. Delete the table appearing in subclause 25.5 Swing Scaffold, of clause 25, Special Rates, and insert in lieu thereof the following:

Height of Bracing	First Four Hours	Each additional Hour
	\$	\$
0 - 15 storeys	3.69	0.76
16 - 30 storeys	4.76	0.99
31 - 45 storeys	5.63	1.14
46 - 60 storeys	9.22	1.90
greater than 60 storeys	11.76	2.43
solid plasterers when working off a swing scaffold	0.11 per hour	

13. Delete the table appearing in subclause 25.15 Heavy Blocks, of the said clause 25, and insert in lieu thereof the following:

	Amount per hour
	\$
Where the blocks weigh over 5.5 kg and under 9 kg	0.51 p/h
Where the blocks weigh 9 kg or over up to 18 kg	0.93 p/h
Where the blocks weigh over 18 kg	1.30 p/h

14. Delete the table appearing in subclause 25.41 Table of Special Rates, of the said clause 25, and insert in lieu thereof the following:

Item No.	Clause No.	Description	Amount \$
1	25.1	Insulation Work	0.63 p/h
2	25.2	Hot Work Between 46° and 54° Beyond 54°	0.51 p/h 0.63 p/h
3	25.3	Cold Work	0.51 p/h
4	25.4	Confined Space	0.63 p/h
5	25.6	Explosive Powered tools	1.21 p/d
6	25.7	Wet Work	0.51 p/h
7	25.8	Dirty Work	0.51 p/h
8	25.9	Towers Allowance Work above 15 metres Each further 15 metres	0.51 p/h 0.51 p/h
9	25.10	Toxic Substances Using toxic substances In close proximity	0.63 p/h 0.51 p/h
10	25.12	Materials containing asbestos	0.63 p/h
11	25.13	Furnace Work	1.35 p/h
12	25.14	Acid Work	1.35 p/h
13	25.16	Cleaning down brickwork	0.46 p/h
14	25.17	Bagging	0.46 p/h
15	25.18	Bitumen Work	0.63 p/h
16	25.19	Plaster or composition spray	0.51 p/h
17	25.20	Slushing	0.51 p/h
18	25.21	Dry polishing of tiles	0.63 p/h
19	25.22	Cutting tiles	0.63 p/h
20	25.23	Second hand timber	2.01 p/d
21	25.24	Roof repairs -Employees other than slaters and roof tilers	0.63 p/h

22	25.24(i)	Roof Repairs - Slaters and roof tilers Height over 15 metres	0.46 p/h
	25.24(ii)	35° pitch	0.63 p/h
		40° pitch	0.93 p/h
23	25.25	Computing quantities	3.69 p/d
24	25.26	Height work - painting tradespersons	0.46 p/h
25	25.27	Height work - bridge and wharf carpenters 8 metres from ground, deck, etc. Each additional 3 metres	0.51 p/h 0.10 p/h
26	25.28	Grindstone Allowance	5.43 p/w
27	25.31	Certificate Allowance	0.51 p/h
28	25.32	Spray Application - painters	0.51 p/h
29	25.33	Cutting bricks	0.63 p/h
30	25.34(a)	District Allowances Districts west and north Western Division	0.75 p/d 1.23 p/d
31	25.34(b)	District Allowances NSW border to Dalgety	1.23 p/d
32	25.34(c)	District Allowances Road and bridge construction and repair	0.39 p/d
33	25.35	Pneumatic tools - stonemason	2.78 p/d
34	25.36	Asbestos Eradication	1.71 p/h
35	25.37	Laser safety officer	2.11 p/d
36	25.38	Illawarra road and general construction	0.51 p/h
37	25.39	Suspended Perimeter Work Platform	0.78 p/h
38	25.40	Labourers on refractory brickwork	3.81 per call back
39	25.41	First Aid Allowances Minimum qualification Higher qualification	2.17 p/d 3.42 p/d

15. This variation shall take effect from the beginning of the first pay period to commence on or after 10th July 2006.

T. M. KAVANAGH J

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(358)

SERIAL C4925

GOVERNMENT RAILWAYS (BUILDING TRADES MAINTENANCE STAFF) 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 2619 of 2006)

Before The Honourable Justice Kavanagh

6 July 2006

VARIATION

1. Delete subclause (i) of clause 5, Rates of Wages, Tool and Special Allowances, of the award published 13 May 2005 (350 I.G.1052) and insert in lieu thereof the following:

5. Rates of Wages, Tool and Special Allowances

- (i) Employees of the classifications specified hereunder shall be paid at the following rates of Wages per week:

Classification	Base* rate per wk \$	Tool Allowance per wk \$	Special Allowance per wk \$	Additional loading per wk \$	Tradespersons' Allowance per wk \$	SWC 2000- 2006 \$	Total per wk \$
Bricklayer	366.00	16.40	12.88	59.87	16.25	119.00	590.40
Bridge Carpenter	366.00	23.30	12.88	59.87	16.25	119.00	597.30
Carpenter and joiner	366.00	23.30	12.88	59.87	16.25	119.00	597.30
Painter	366.00	5.60	12.88	59.87	16.25	119.00	579.60
Signwriter	375.80	5.60	12.88	59.87	16.25	119.00	589.40
Plaster and Fibrous Plaster Fixer	366.00	19.20	12.88	59.87	16.25	119.00	593.20
Plumber and Gasfitter	369.10	23.30	12.88	59.87	16.25	121.00	602.40

* Please note the base rate includes the now deleted basic wage component of \$121.40.

Provided that the amount shown as additional loading comprehends consideration for over award payments.

- (ii) Without limiting the general meaning, signwriting work shall include making of stencils and stencilling by screen or any other method, and the making and/or fixing of transfers.
- (iii) The ordinary hourly rates for employees engaged on leadburning shall be calculated by adding to the hourly rate prescribed for journeyman plumbers an amount of 60 cents per hour.
- (iv) The ordinary hourly rates for employees in the following classifications shall be calculated by adding to the hourly rate prescribed for journeyman plumbers in this clause and sub-clause (vi) of this clause, the following rates:

Cents per hour

(a)	When required to act on their plumbers licence	75
(b)	When required to act on their gasfitters licence	75
(c)	When required to act on their drainers licence	64
(d)	When required to act on their plumbers and gasfitters licence	\$1.00
(e)	When required to act on their plumbers and drainers licence	\$1.00
(f)	When required to act on their gasfitters and drainers licence	\$1.00
(g)	When required to act on their plumbers gasfitter and drainers licence	\$1.33
(h)	When required to act on Pressure Welding Certificate	43

Gasfitting licence shall be deemed to include coal gas, town gas, natural gas, liquid petroleum gas or any other gas where it is required by any State Act of Parliament or regulation that the holder of a licence be responsible for the installation of any such service or services.

- (v) 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 56 cents per hour in addition to their ordinary rate of pay.

This allowance shall be paid for all purposes of the award with the exception of Clause 4 Overtime and Clause 10, Night and/or shift work in which case it shall be paid as a flat rate and not subject to penalty provisions.

- (vi) The allowances contained in sub-clause (iv) and (v) of this clause are applicable to employees working a 40 hour week. Where employees work an average of 38 hours per week in a four week work cycle the hourly rate indicated is to be multiplied by 40 and divided by 38 to obtain an appropriate hourly rate.
- (vii) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. 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 clause 6, Leading Hands and insert in lieu thereof the following:

6. Leading Hands

Leading hand tradesmen shall be paid at the rate of the following amounts whilst so employed, in addition to the rates of wages prescribed by Clause 5, Rates of wages, tool and special allowances of this award, for employees of the same classification:

	Per week \$
When in charge of not less than three and not more than ten employees	25.50
When in charge of more than ten and not more than twenty employees	38.20
When in charge of more than twenty employees	48.50

3. Delete clause 7, Special Rates, and insert in lieu thereof the following:

7. Special Rates

In addition to the ordinary rates of wages.

- (i) Tunnels: An employee when working in a tunnel 402.34 metres or over in length or in the Eveleigh Engine dive shall be paid at the rate of 41 cents per hour extra.
- (ii) Wet places: An employee when working in any place where his clothing or boots become saturated whether by water, oil or otherwise shall be paid at the rate of 52 cents per hour extra; provided that this

extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear; provided further that any employee who becomes entitled to this extra rate shall continue to be paid such extra rate for such part of the day or shift as he is required to work in wet clothing or boots.

- (iii) Chokages: A plumber who is employed upon any chokage or oil chokage (other than domestic and is required to open up any soil pipe, waste pipe or drain pipe conveying offensive material or scupper containing sewage shall be paid an additional \$5.48 per day or part of a day thereof.
- (iv) Boilers, flues, etc: An employee when engaged in alteration of repairs to boilers, flues, furnaces, retorts and kilns shall be paid at the rate of \$1.56 per hour extra.
- (v) Swinging scaffold - a payment of \$3.79 for the first four hours or any portion thereof and 77 cents for each hour thereafter on any day shall be made to any person employed-
 - (a) On any type of swing scaffold or any scaffold suspended by rope of cable, bosuns 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.

And further provided that solid plasterers when working off a swing scaffold shall receive an additional 11 cents per hour.

- (vi) An employee who is called upon to handle charcoal, pumice, granulated cork, silicate of cotton, insulwool, slag wool, or other recognised insulation material of a like nature or working in the immediate vicinity so as to be offended by the use thereof, 67 cents per hour or part thereof.
- (vii) Hotwork: An employee who works in a place where the temperature has been artificially raised to between 46 degrees and 54 degrees Celsius shall be paid 52 cents per hour or part thereof exceeding 54 degrees Celsius- 67 cents per hour or part thereof.

Where such work continues for more than two hours the employee shall be entitled to 20 minutes rest after every two hours work without loss of pay, not including the special rate provided by this sub-clause.

- (viii) An employee who works in a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation shall be paid 64 cents per hour extra.
- (ix) Roof Repairs: Employees engaged on repairs to roofs shall be paid 67 cents per hour.
- (x) An employee who is an authorised operator of explosive power tools shall be paid \$1.23 for each day on which he uses such a tool.
- (xi) An employee working on any structure at a height of more than 9.144 metres where an adequate fixed support not less than .762 metres wide is not provided shall be paid 52 cents per hour in addition to ordinary rates. This sub-clause shall not apply to an employee working on a bosun's chair or swinging stage.
- (xii) An employee being the holder of a Department of Industrial Relations oxyacetylene or electric welding certificate or equivalent qualifications recognised by the Employer when required by the Employer to act on either of his certificates or equivalent qualifications during the course of his employment shall be entitled to be paid for every hour of his employment on work the nature of which is such that it is done by or under the supervision of the holder of a certificate or while not performing but supervising such work the sum of 45 cents per hour for each certificate in addition to the rates for journeyman plumbers.
- (xiii) A painter engaged on all spray applications carried out in other than a properly constructed booth approved by the Department of Commerce shall be paid 52 cents per hour extra.

- (xiv) Computing quantities- Employees who are regularly required to compute or estimate quantities of materials in respect to the work performed by other employees shall be paid an additional \$3.79 per day or part thereof, provided that, this allowance shall not apply to an employee classified as a leading hand and receiving allowance prescribed in clause 6, Leading Hands, of this award.
- (xv) Applying obnoxious substances:
- (a) An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid 66 cents per hour extra.
 - (b) In addition employees applying such material in buildings which are normally air-conditioned shall be paid 41 cents per hour extra for any time worked when the air-conditioning plant is not operated.
 - (c) 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 and in addition protective clothing shall be supplied where recommended by the WorkCover Authority of New South Wales.
 - (d) Employees working in close proximity to employees so engaged shall be paid 52 cents per hour extra.
 - (e) 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.
- (xvii) Cleaning down brickwork: A bricklayer required to clean down bricks using acids or other corrosive substances shall be paid 46 cents per hour extra. While so employed employees will be supplied with gloves.
- (xviii) Bricklayers laying other than standard bricks - bricklayers employed laying blocks (other than concrete blocks for plugging purposes shall be paid the following additional rates:
- Where the blocks weigh over 5.5 kg and under 9 kg: 52 cents
 - Where the blocks weigh 9 kg or over up to 18 kg: 94 cents
 - Where the blocks weigh over 18 kg: \$1.32
- An employee shall not be required to lift a building block in excess of 20 kg in weight unless such employee is provided with a mechanical aid or with an assisting employee; provided that, 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.
- (xix) Plumbers engaged on electric welding applicable to plumbing other than those covered by sub-clause (xii) of this clause shall be paid 15 cents per hour extra for the time so worked.
- (xx) Asbestos: Employees required to use 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 and where such safeguards include the mandatory wearing of protective equipment (i.e. combination overalls and breathing equipment or similar apparatus) such employees shall be paid 65 cents per hour whilst so engaged.
- (xxi) Bagging: Employees engaged upon bagging brick or concrete structures shall be paid 46 cents per hour.
- (xxii) Second hand timber: A carpenter and joiner who, whilst working on second hand timber has his tools damaged by nails, dumps or other foreign matter in the timber shall be paid an allowance of \$2.04 for each day upon which his tools are so damaged. Provided that no allowance shall be payable under this

paragraph unless the damage is immediately reported to the commission's representative on the job in order that he may have an opportunity to properly investigate the matter.

(xxiii) Marking setting out- A building tradesperson mainly employed marking and/or setting out work for other employees shall be paid an additional margin of \$19.96 per week.

(xxiv) Rates not cumulative: Where more than one of the above special rates provide payments for disabilities of substantially the same nature then only the highest of such rates shall be payable.

The above rates shall not form part of the ordinary rates of wages for the purpose of calculation of overtime.

4. This variation shall take effect from the beginning of the first pay period to commence on or after 10 July 2006.

T. M. KAVANAGH *J*

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(301)

SERIAL C4929**ENGINE DRIVERS, &c., GENERAL (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 2619 of 2006)

Before The Honourable Justice Kavanagh

6 July 2006

VARIATION

1. Delete subclause 5.4 of clause 5, Rates of Pay, of the award published 2 November 2001 (329 I.G 164), and insert in lieu thereof the following:
 - 5.4 The rates of pay in this award include the adjustments payable under the State Wage Case 2006. 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 - Rates of Pay**

Wage Group	Total Award Wage Per Week 25/02/06 \$	SWC 2006 \$	Total Award Wage Per Week 25/02/07 \$
*Level 13 -			
A	484.40	20.00	504.40
B	487.60	20.00	507.60
Level 12 -			
D	492.10	20.00	512.10
C	499.00	20.00	519.00
B	502.20	20.00	522.20
A	505.20	20.00	525.20
Level 11 -			
C	510.00	20.00	530.00
B	516.60	20.00	536.60
A	520.00	20.00	540.00
A(ii)	528.70	20.00	548.70
Level 10 -			
C	535.60	20.00	555.60
B	538.90	20.00	558.90
A	550.00	20.00	570.00
Level 9 -			
C	555.60	20.00	575.60
B	563.80	20.00	583.80
A	567.90	20.00	587.90

Level 8	580.40	20.00	600.40
Level 7	589.20	20.00	609.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2005 Eff. 25/02/06 \$	SWC 2006 Eff. 25/02/07 \$
1	5.1(d)	Mobile cranes - 2 or more forklifts/cranes engaged on any lift	2.17 p/d	2.26 p/d
2	6.1	Boiler cleaner allowance	1.18 p/d	1.23 p/d
3	5.2	Special work	0.12 p/h	0.12 p/h
4	5.3(a)	Attending to refrigerator compressors Attending to electric generator or dynamo exceeding 10 kW capacity In charge of plant	23.78 p/w 23.78 p/w 23.78 p/w	24.73 p/w 24.73 p/w 24.73 p/w
5	5.3(b)	Attending switchboard (350 kW or over)	7.36 p/w	7.65 p/w
6	5.3(c)	Ship repairing	9.01 p/w	9.37 p/w
7.	6.2	Cold Places	0.49 p/h	0.51 p/h
8.	6.3	Wet Places Allowance	0.49 p/h	0.51 p/h
9.	6.5	Construction Allowance	27.78 p/w	28.89 p/w
10.	6.6	Quarries Pty Ltd Allowance	0.49 p/h	0.51 p/h
11.	6.4	Dirty Work Allowance	0.49 p/h	0.51 p/h
12.	15.2	Stop-Start Engine Allowance	28.43 p/w	29.57 p/w

3. This variation shall take effect from the beginning of the first pay period to commence on or after 25 February 2007.

T. M. KAVANAGH J

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JOINERS (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 2619 of 2006)

Before The Honourable Justice Kavanagh

6 July 2006

VARIATION

1. Delete subclause (9.3) of clause 9, Rates of Pay, of the award published 26 October 2001 (328 I.G. 1142) and insert in lieu thereof the following:

(9.3) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. 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 - Wages**

Broadbanded Group	Percentage	Former Weekly Rate	State Wage Case 2001-2006 Adjustment	New Weekly Rate
	%	\$	\$	\$
Group 7	110	533.90	106.00	639.90
Group 6	105	513.10	106.00	619.10
Group 5	100	492.20	106.00	598.20
Group 4	92.4	460.50	104.00	564.50
Group 3	87.4	439.60	104.00	543.60
Group 2	82	417.00	104.00	521.00
Group 1	78	400.40	104.00	504.40

Rates of Pay - Junior Employees who work in association with adult employees:

Age	Base Rate Per Week	Industry Allowance Per Week	Amount Per Week
	\$	\$	\$
At 16 years of age	206.40	22.60	229.00
At 17 years of age	252.60	22.60	275.20
At 18 years of age	297.90	22.60	320.50
At 19 years of age	366.80	22.60	389.40
At 20 years of age	412.80	22.60	435.40

Rates of Pay - Indentured Apprentices

Age	Base Rate Per Week \$	Industry Allowance Per Week \$	Amount Per Week \$
1st year	222.70	22.60	245.30
2nd year	301.80	22.60	324.40
3rd year	395.10	22.60	417.70
4th year	479.80	22.60	502.40

Rates of Pay - Trainee Apprentices

Age	Base Rate Per Week \$	Industry Allowance Per Week \$	Amount Per Week \$
1st year	249.10	22.60	271.70
2nd year	334.90	22.60	357.50
3rd year	433.60	22.60	456.20
4th year	506.40	22.60	529.00

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1.	9.4	Leading Hands In charge of not more than 1 person In charge of 2 and not more than 5 persons In charge of 6 and not more than 10 persons In charge of more than 10 persons	14.50 per week 31.80 per week 40.60 per week 54.10 per week
2.	17.	Industry Allowance	22.60 per week
3.	18.1	Tool Allowance: Carpenter and/or Joiner, Shopfitter or Shopfitter and Joiner Carpenter and Joiner Joiner Special Class Joiner - Setter Out Joiner Assembler A	23.30 per week 23.30 per week 23.30 per week 23.30 per week 23.30 per week 6.90 per week
4.	18.1	Shopfitter and/or Joiner Apprentices: Tool Allowance	23.30 per week
5.	20.1(a)	Handling insulating material or working in its immediate vicinity	0.63 per hour
6.	20.1(b)	Working where temperature raised by artificial means to between 46 and 54 degrees Celsius Exceeding 54 degrees Celsius	0.51 per hour 0.63 per hour
7.	20.1(c)	Working where temperature is reduced by artificial means to below 0 degrees Celsius	0.51 per hour
8.	20.1(d)	Working in a confined space	0.63 per hour
9.	20.1(e)	Engaged in unusually dirty work	0.51 per hour
10.	20.1(f)	Whilst working with second hand timber, an employee's tools are damaged by nails, dumps or other foreign matter.	2.01 per day
11.	20.1(g)	Required to compute or estimate quantities of materials in respect to work performed by other employees	3.69 per day
12.	20.1(i)	Using an explosive-powered tool	1.21 per day
13.	20.1(j)(iii)	Using toxic substances or like materials Working in close proximity to employees so engaged	0.63 per hour 0.51 per hour
14.	20.1(k)	Using materials containing asbestos or working in close proximity to employees using such materials	0.63 per hour
15.	20.1(l)	If a grindstone or wheel is not made available, the employer shall pay each joiner	5.43 per week

16.	20.1(m)(iii)	Engaged in asbestos eradication	1.72 per hour
17.	27	Meal allowance after working one and a half hours overtime.	10.50
18.	39.1	First Aid Minimum qualifications	2.17 per day
19.	41.2(a)	Maximum amount of reimbursement for loss of tools or clothes.	1348.00

3. This variation shall take effect from the beginning of the first pay period to commence on or after 10 July 2006.

T. M. KAVANAGH *J*

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RETAIL INDUSTRY (STATE) TRAINING WAGE AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(No. IRC 2703 of 2006)

Before Commissioner Murphy

24 July 2006

VARIATION

1. Delete subclause (d) of clause 7, Wages, of the award published 4 May 2001 (324 I.G. 529), and insert in lieu thereof the following:
 - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. 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 - Monetary Rates - Skill Level A**

Skill Level A - Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	\$	\$	\$
School leaver	229.00	252.00	303.00
Plus 1 year out of school	252.00	303.00	352.00
Plus 2 years	303.00	352.00	410.00
Plus 3 years	352.00	410.00	469.00
Plus 4 years	410.00	469.00	
Plus 5 years or more	469.00		

* Figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

Table 2 - Monetary Rates -Skill Level B

Skill Level B - Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	\$	\$	\$
School leaver	229.00	252.00	293.00
Plus 1 year out of school	252.00	293.00	337.00
Plus 2 years	293.00	337.00	396.00
Plus 3 years	337.00	396.00	451.00
Plus 4 years	396.00	451.00	
Plus 5 years or more	451.00		

* Figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

Table 3 - Monetary Rates -Skill Level C

Skill Level C - Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	\$	\$	\$
School leaver	229.00	252.00	289.00
Plus 1 year out of school	252.00	289.00	325.00
Plus 2 years	289.00	325.00	363.00
Plus 3 years	325.00	363.00	406.00
Plus 4 years	363.00	406.00	
Plus 5 years or more	406.00		

* Figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate is applicable. Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 4 - School-Based Traineeships

	Year of schooling	
	Year 11	Year 12
	\$	\$
School based traineeships Skill Levels A, B and C	229.00	252.00

* Assumes that the average proportion of time spent in structured training is 20 per cent.

Table 5 - Hourly Rates for Trainees Who Have Left School

Wage Level A	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	\$	\$	\$
School leaver	7.53	8.29	9.97
Plus 1 year after leaving school	8.29	9.97	11.58
Plus 2 years	9.97	11.58	13.49

Plus 3 years	11.58	13.49	15.43
Plus 4 years	13.49	15.43	
Plus 5 years or more	15.43		
Wage Level B			
	Year 10	Year 11	Year 12
	\$	\$	\$
School leaver	7.53	8.29	9.64
Plus 1 year after leaving school	8.29	9.64	11.09
Plus 2 years	9.64	11.09	13.03
Plus 3 years	11.09	13.03	14.84
Plus 4 years	13.03	14.84	
Plus 5 years or more	14.84		
Wage Level C			
	Year 10	Year 11	Year 12
	\$	\$	\$
School leaver	7.53	8.29	9.51
Plus 1 year after leaving school	8.29	9.51	10.69
Plus 2 years	9.51	10.69	11.94
Plus 3 years	10.69	11.94	13.36
Plus 4 years	11.94	13.36	
Plus 5 years or more	13.36		

Table 6 - Hourly Rates for School-Based Traineeships

	Year of schooling	
	Year 11	Year 12
	\$	\$
Wage levels A, B and C	7.53	8.29

3. This variation shall take effect from the first full pay period commencing on or after 24 July 2006.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

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 2870 of 2006)

Before Mr Deputy President Sams

10 August 2006

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 2006. 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	504.40
Cashier in Bars	504.40
First Cook	512.20
Qualified Cook	504.40
Cook Employed Alone	504.40
Breakfast & Other Cook	504.40
Head Waiter/ress and/or Host/ess	504.40
Other Waiters/resses, drink and/or Food	504.40
Cleaner in and about Bars	504.40
Cellarperson	504.40
Assistant Cellarperson	504.40
Butcher	504.40
Pantryman/maid or Kitchenman/maid	504.40
Storeperson	504.40
Night Porter	504.40
Day Porter	504.40
Billiards Room Attendant	504.40
Commissionaire Messenger and/or Parking Attendant	504.40
Useful and Cleaner	504.40
Person not otherwise provided for	504.40

Office Employees -	
1st year of adult service in the clerical industry	504.40
2nd year of adult service in the clerical industry	504.40
3rd year of adult service in the clerical industry	504.40
Cashier - elsewhere	504.40
Housekeeper or Manager/ess	504.40
Snack Bar Attendant	504.40
Laundry employee	504.40
Houseman/maid	504.40
Houseman/maid who repairs linen or articles of any description	504.40
Pantryman/maid or Kitchenman/maid	504.40
Persons not otherwise provided for	504.40

Table 2**Other Rates And Allowances**

Item No.	Clause No	Description	Amount \$
1	5 (a)	Whole of work between 7.00 pm and 7.00 am per hour	0.55
2	5 (a)	Whole of work between 7.00 pm and 7.00 am per hour - Minimum payment per day	4.40
3	5 (b) (i)	In Charge of more than four employees	9.36 per week
4	5 (b) (ii)	In Charge of six to ten employees	12.27 per week
5	5 (b) (iii)	In Charge of ten to twenty employees	14.14 per week
6	5 (b) (iv)	In Charge of more than twenty employees	23.71 per week
7	5 (c) (i)	Shorthand 80 wpm	4.44 per week
8	5 (c) (ii)	Shorthand 100 wpm	9.42 per week
9	5 (c) (iii)	Machine operator	4.34 per week
10	5 (d) (i)	Home deliveries	0.38 per hour
11	5 (d) (ii)	Home deliveries	0.38 per hour
12	5 (d) (ii)	Home deliveries maximum	0.77
13	6A (a) (i)	Apprentice proficiency (first occasion)	1.61 per week
14	6A (a) (ii)	Apprentice proficiency (second occasion)	2.60 per week
15	6A (a) (iii)	Apprentice proficiency (third occasion)	3.33 per week
16	7 (b) (1)	For all work between 7.00 pm and 7.00 am per hour	0.87
17	7 (b) (2)	For all work between 7.00 pm and 7.00 am per hour - Minimum payment per day	1.34
18	8 (a)	Board and residence adult employee	17.37 per week
19	8 (a)	Shared room Board and residence adult employee	16.64 per week
20	8 (b)	Lodgings only adult employee	10.71 per week

21	8 (b)	Shared room lodgings only adult employee	10.61 per week
22	8 (c)	Meal supplied during employee's spread of hours	1.22 per meal
23	10 (a) (1)	Apprentices - Part of work between 7.00 pm and 7.00 am per hour	0.33
24	10 (a) (1)	Apprentices - Part of work between 7.00 pm and 7.00 am per hour - Minimum payment per day	0.66
25	10 (a) (2)	Apprentices - Whole of work between 7.00 pm and 7.00 am per hour	0.36
26	10 (a) (2)	Apprentices - Whole of work between 7.00 pm and 7.00 am per hour - Minimum payment per day	2.98
27	25 (b)	Laundry special clothing - cooks	3.30 per week
28	25 (b)	Laundry special clothing - other than cooks	2.00 per week
29	26 (ii)	Apprentice - Tool allowance	0.61 per week

3. This variation shall commence from the first full pay period on or after 30 August 2006 and to remain in force for 12 months thereafter.

P. J. SAMS *D.P.*

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(043)

SERIAL C5015

BOWLING AND GOLF CLUBS EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2686 of 2006)

Before Commissioner Murphy

21 July 2006

VARIATION

1. Delete subclause (iii) of clause 8, Rates of Pay, of the award published 15 April 2005 (350 I.G. 1), as varied, and insert in lieu thereof the following:
 - (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. 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 - Rates of Pay**

Classification	Rate Per Week \$
5 Day Worker	
Level 1	521.10
Level 2	543.60
Level 3	564.50
Level 4	598.20
Level 5 (Bowling Club)	619.10
Level 5 (Golf Clubs)	639.90
Level 6 (Golf Clubs)	679.60
5 & ½ Day Worker	
Level 1	532.00
Level 2	554.50
Level 3	575.30
Level 4	609.00
Level 5 (Bowling Club)	629.90
Level 5 (Golf Club)	648.80
Level 6 (Golf Club)	690.50

Table 2 - Apprentices

Apprentice's year of apprenticeship	% of skilled tradesperson's minimum weekly rate (Greenkeeper Level 4)	Rate per week \$
5 Day Week		
1st	50	299.10
2nd	58	346.95
3rd	68.5	409.75
4th	78	466.60
5 & ½ Day Week		
1st	50	304.50
2nd	58	353.20
3rd	68.5	417.15
4th	78	475.00

Table 3 - Other Rates and Allowances

Item No	Clause	Brief description	Amount \$
1	27	Motor vehicle allowance	\$0.50 per kilometre
2	17	Meal allowance	\$8.80
3	30	First Aid allowance	\$1.90 per day

Table 4 - Youth Rates

Youths	Percentage of Greenkeeper Level 1	5 Day Week - Rate Per Week \$	5 & ½ Day Week - Rate Per Week \$
16 years and under 17 years	45	234.50	239.40
17 years and under 18 years	50	260.55	266.00
18 years and under 19 years	60	312.65	319.20
19 years and under 20 years	80	416.90	425.60
20 years and under 21 years	100	521.10	532.00

Note: These allowances are contemporary for expense related allowances as at 30 March 2006 and for work related allowances are inclusive of adjustment in accordance with the June 2006 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 21 July 2006.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

(507)

SERIAL C5016**NURSERIES EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2686 of 2006)

Before Commissioner Murphy

21 July 2006

VARIATION

1. Delete subclause (g) of clause 5, Wages, of the award published 12 April 2001 (323 I.G. 1041), and insert in lieu thereof the following:
 - (g) The rates of pay in this award include the adjustments payable under the State Wage Case June 2006. 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 (1), Adult Employees, of Table 1 - Wage Rates and Table 2 - Other Rates and Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:
 - (1) Adult Employees -

Classification	SWC 2005 Amount \$	SWC 2006 Adjustment \$	SWC 2006 Amount \$
Senior Nursery Tradesperson	619.90	20.00	639.90
Nursery Tradesperson	578.20	20.00	598.20
Mobile Nursery Person	547.00	20.00	567.00
Trainee Nursery Person	526.20	20.00	546.20
Micro-Propagation Processor	526.20	20.00	546.20
Nursery Hand	505.30	20.00	525.30

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Description	SWC 2005 Amount \$	SWC 2006 Amount \$
1	16(b)	First Aid	1.75	1.80
2	18(a)	Meal Allowance	8.80	9.10

"Note": These allowances are contemporary for expense related allowances as at 30 March 2006 and for work related allowances are inclusive of adjustment in accordance with the June 2006 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 21 July 2006.

J. P. MURPHY, Commissioner

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(341)

SERIAL C5017**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 2686 of 2006)

Before Commissioner Murphy

21 July 2006

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 2006. 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 2005 Amount \$	SWC 2006 Adjustment \$	SWC 2006 Amount \$
	Trainee	484.40	20.00	504.40
1	Grade 1	509.80	20.00	529.80
2	Fumigator/ Technician	522.90	20.00	542.90
3	Senior Fumigator Senior Technician	538.50	20.00	558.50
4	Inspector	584.35	20.00	604.35

Table 2- Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2005 Amount \$	SWC 2006 Amount \$
1	3(d)	Leading Hand: 2-5 Employees	0.53 /hr	0.55 /hr
2	3(d)	Leading Hand: 5-10 Employees	0.70/ hr	0.73/ hr
3	3(d)	Leading Hand: More than 10 employees	0.92/hr	0.96/hr
4	6(c)	Meal Allowance	10.90	11.30
5	6(d)	Meal Allowance - Overtime Or work past 12 noon	10.90	11.30
6	14(b)	Living Away from home allowance	406.65/ week	415.20/week

7	17(b)	First-Aid Allowance	2.45 per day or shift	2.55 per day or shift
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"Note": These allowances are contemporary for expense related allowances as at 30 March 2006 and for work related allowances are inclusive of adjustment in accordance with the June 2006 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 25 July 2006.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

HAIRDRESSERS', &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2686 of 2006)

Before Commissioner Murphy

21 July 2006

VARIATION

1. Delete clause 10, State Wage Case Adjustments, of the award published 23 July 2004 (345 I.G. 452), and insert in lieu thereof the following:

10. State Wages Case Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case 2006. 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 - Wages**

Level	Classification	SWC 2005 Amount	SWC 2006 Adjustmen t \$	SWC2006 Amount \$
1	Wigmaker - Employees, male and female, doing work on or in connection with the making of wigs, toupees or other hair pieces and/or doing board work generally.	578.20	20.00	598.20
	Adult Employee - Hairdresser doing men's and/or ladies hairdressing	578.20	20.00	598.20
2	Receptionist/Salon Assistant - 21 years of age and over	546.45	20.00	566.45
3	Beautician, Electrologist, Chiropodist - All as defined	542.20	20.00	562.20
4	Manicurist - as defined over 18 years of age	529.45	20.00	549.45
5	Manicurist -over 18 years of age but less than 21 years of age, entering the industry without experience	467.00	20.00	487.00

Table 2 - Other Rates and Allowances

Item No	Clause No.	Brief Description	SWC 2005 Amount \$	SWC 2006 Amount \$
1	7(v)	Meal Allowance per meal	7.60	7.90
2	9(iv)	Employee in Charge per week	31.40	32.65
3	13(ii)	Tool Allowance per week	7.55	7.75
4	14	Health Department per hour	0.91	0.95
5	15	Laundry per week	5.20	5.40
6	16	First Aid per week	8.90	9.25
7	18	Transport per km	0.66	0.70

"Note": These allowances are contemporary for expense related allowances as at 30 March 2006 and for work related allowances are inclusive of adjustment in accordance with the June 2006 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 the 25th July 2006.

J. P. MURPHY, Commissioner

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(619)

SERIAL C5179

STOREMEN AND PACKERS BOND AND FREE STORES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 3248 of 2006)

Before The Honourable Justice Kavanagh

11 October 2006

VARIATION

1. Delete subclause (ii) of clause 5A, Arbitrated Safety Net Adjustments, of the award published 9 February 2001 (322 I.G. 72), and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. 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 Appendix A - Minimum Award Wage Rates, of Part B, Monetary Rates, and insert in lieu thereof the following:

APPENDIX A

Minimum Award Wage Rates

Classification	Minimum Award Wage Rates (per week) 6 October 2005 \$	Minimum Award Wage Rates (per week) 11 October 2006 \$
Storeman & Packer Level 1	532.50	552.50
Storeman & Packer Level 2	547.50	567.50
Storeman & Packer Level 3	553.30	573.30
Storeman & Packer Level 4	571.70	591.70
Storeman & Packer Level 5	586.20	606.20

3. Delete Appendix B - Allowances and Special Rates, of the said Part B, and insert in lieu thereof the following:

APPENDIX B

Allowances and Special Rates

Item No.	Clause No.	Brief Description	Amount \$
1	2(ii)	Containerisation	16 cents per hour
2	2(ii)	Containerisation (over four hours)	1.63 per day
3	9	Meal Allowance	10.30 per meal
4	20(a)(i)	Employee in Charge (1 to 5 employees)	16.90 per week
5	20(a)(ii)	Employee in Charge (6 or more employees)	25.92 per week

6	20(b)	Single employee	18.37 per week
7	20(d)(i)	Forklift allowance	0.71 per hour
8	20(d)(ii)	Mobile/pendant crane allowance	0.92 per hour
9	20(e)	Bagged stuff exceeding 68.04 kgs	0.49 per hour
10	20(e)	Bagged stuff exceeding 81.65 kgs	0.68 per hour
11	20(f)	Handling certain materials	0.59 per hour
12	20(g)	Hazardous store work	1.31 per day
13	20(g)	Hazardous store work (hourly rate)	0.34 per hour
14	20(h)	Dirty work	0.87 per hour
15	20(i)	Dust allowance	0.59 per hour
16	24(ii)	First-aid attendant	2.11 per day

4. This variation shall take effect from the first pay period commencing on or after 11 October 2006.

T. M. KAVANAGH *J*

Printed by the authority of the Industrial Registrar.

(577)

SERIAL C5014**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 2874 of 2006)

Before Mr Deputy President Sams

24 August 2006

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 - Wage Rates**

Grade	Wage Total \$
1	511.30
2	528.30
3	553.90
4	572.60
5	607.00
6	647.60
7	668.90

The rates of pay in this award include the adjustments payable under the State Wage Case 2006. 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**

Effective from the first full pay period to commence on or after 24 August 2006.

Item No.	Clause No.	Brief Description	Amount \$
1	7.1	Meal Allowance	9.14
2	14.2	Apprentice's Tool Allowance	0.68 per week
3	23.1	Laundry Allowance: - special clothing requiring ironing - special clothing not requiring ironing	2.76 per day to a maximum of 8.27 1.56 per day to a maximum of 4.79

TABLE 2A

Effective from the first full pay period to commence on or after 6 months from the 24 August 2006.

Item No.	Clause No.	Brief Description	Amount \$
1	7.1	Meal Allowance	10.78
2	14.2	Apprentice's Tool Allowance	0.68 per week
3	23.1	Laundry Allowance: - special clothing requiring ironing - special clothing not requiring ironing	3.21 per day to a maximum of 9.63 1.81 per day to a maximum of 5.58

2. This variation shall commence from the first full pay period on or after 24 August 2006.

P. J. SAMS *D.P.*

Printed by the authority of the Industrial Registrar.

BOOTMAKERS AND HEEL BAR OPERATIVES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(No. IRC 2714 of 2006)

Before Commissioner Murphy

4 August 2006

VARIATION

1. Delete paragraph (a) of clause 5, State Wage Case Adjustments, of the award published 31 August 2001 (327 I.G. 428) and insert in lieu thereof the following:
 - (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. 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 Table 1 - Wages of Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wage Rates

Group No.	Description	Total Wage \$
1	Heel Bar Operative	537.50
2	Boot or Shoe Repairer	557.50
3	Bespoke Bootmaker	572.50
4	Surgical Bootmaker	587.50

3. Delete Items 1 and 2 from Table 2 - Other Rates and Allowances of Part B, and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	4(ii)	Repair anatomical, surgical or orthopaedic boots or shoes	7.60 per week
2	11	Minimum loading Adult Junior	3.40 2.90

4. This variation shall take effect from the first full pay period commencing on or after 4 August 2006.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

UNIVERSITY UNIONS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(No. IRC 2707 of 2006)

Before Commissioner Murphy

24 July 2006

VARIATION

1. Delete paragraph 10.1.2 of subclause 10.1 of Clause 10, Wages, of the award published 22 August 2003 (341 I.G. 100) and insert in lieu thereof the following;

10.1.2 The rates of pay in this award include the adjustments payable under the State Wage Case 2006. 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 Table 1-Wages of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Wage Rates

Level	Former rate Per Week \$	SWC 2006 \$	Total Wage Per Week \$
1	491.30	20.00	511.30
2	508.30	20.00	528.30
3(a)	533.90	20.00	553.90
3(b)	542.80	20.00	562.80
4	552.60	20.00	572.60
5	587.00	20.00	607.00
6	627.60	20.00	647.60
7	648.90	20.00	668.90

3. Delete Items 2 and 4 of Table 2 - Other Rates and Allowances, of the said Part B, and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
2	15.2	Apprentices Tool Allowance	0.63 per week
4	26.1	First Aid Allowance	9.60 per week 1.92 per shift

4. Delete Appendix A - Training Wage Rates, and insert in lieu thereof the following:

Table 1 - Monetary Rates - Skill Level A

Skill Level A - Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work Skill Level A.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	229.00	252.00	303.00
Plus 1 year out of school	252.00	303.00	352.00
Plus 2	303.00	352.00	410.00
Plus 3	352.00	410.00	469.00
Plus 4	410.00	469.00	
Plus 5 years or more	469.00		

The average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

Table 2 - Monetary Rates - Skill Level B

Skill Level B - Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	229.00	252.00	293.00
Plus 1 year out of school	252.00	293.00	337.00
Plus 2 years	293.00	337.00	396.00
Plus 3 years	337.00	396.00	451.00
Plus 4 years	396.00	451.00	
Plus 5 years or more	451.00		

The average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

Table 3 - Monetary Rates - Skill Level C

Skill Level C - Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	229.00	252.00	289.00
Plus 1 year out of school	252.00	289.00	325.00
Plus 2 years	289.00	325.00	363.00
Plus 3 years	325.00	363.00	406.00
Plus 4 years	363.00	406.00	
Plus 5 years or more	406.00		

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 4 - School-Based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based traineeships Skill Levels A, B and C	229.00	252.00

The average proportion of time spent in structured training which has been taken into account in setting the above rates is 20 per cent.

Table 5 - Hourly Rates for Trainees Who Have Left School

	Year of Schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
Wage Level A			
School leaver	7.53	8.29	9.97
Plus 1 year after leaving school	8.29	9.97	11.58
Plus 2 years	9.97	11.58	13.49
Plus 3 years	11.58	13.49	15.43
Plus 4 years	13.49	15.43	
Plus 5 years	15.43		
Wage Level B			
School leaver	7.53	8.29	9.64
Plus 1 year after leaving school	8.29	9.64	11.09
Plus 2 years	9.64	11.09	13.03
Plus 3 years	11.09	13.03	14.84
Plus 4 years	13.03	14.84	
Plus 5 years	14.84		
Wage Level C			
School leaver	7.53	8.29	9.51
Plus 1 year after leaving school	8.29	9.51	10.69
Plus 2 years	9.51	10.69	11.94
Plus 3 years	10.69	11.94	13.36
Plus 4 years	11.94	13.36	
Plus 5 years or more	13.36		

Table 6 - Hourly Rates for School-Based Traineeships

	Year of schooling	
	Year 11 \$	Year 12 \$
Wage levels A,B and C	7.53	8.29

5. This variation shall take effect from the first full pay period commencing on or after 4 September 2006.

J. P. MURPHY, Commissioner

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 2917 of 2006)

Before Commissioner McLeay

1 September 2006

VARIATION

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 clause:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. 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:

PART B**MONETARY RATES****Table 1 - Wages**

Classification	Former Rate Per Week \$	SWC 2006 \$	New Rate Per Week \$
Introductory Level	484.40	20.00	504.40
Level 1	501.10	20.00	521.10
Level 2	523.60	20.00	543.60
Level 3	544.50	20.00	564.50
Level 4	578.20	20.00	598.20

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Former Amount \$	New Amount \$
1	11(i)	Leading Hand Allowance	23.02 per week, or 4.59 per day	23.94 per week, or 4.77 per day
2	11(ii)	First Aid Certificate	12.52 per week	13.02 per week
3	11(ii)	First Aid Certificate	2.50 per day	2.60 per day
4	11(iii)	Meal Money	7.74 per meal	7.99 per meal

3. This variation shall take effect from the first full pay period to commence on or after 4 September 2006.

J. McLEAY, Commissioner

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(626)

SERIAL C5177

STOREMEN AND PACKERS, WHOLESALE DRUG STORES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 3250 of 2006)

Before The Honourable Justice Kavanagh

11 October 2006

VARIATION

1. Delete subclause (b) of clause 5, Arbitrated Safety Net Adjustments, of the award published 23 April 1999 (309 I.G. 13), and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. 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 Schedule A - Minimum Award Wage Rates, and insert in lieu thereof the following:

SCHEDULE A

Minimum Award Wage Rates

Classification	Former Award Rate Per Week 6 October 2005 \$	Minimum Award Wage Rate Per Week 11 October 2006 \$
Storemen and Packer - Level 1	523.70	543.70
Storemen and Packer - Level 2	538.70	558.70
Storemen and Packer - Level 3	544.50	564.50
Storemen and Packer - Level 4	563.30	583.30
Storemen and Packer - Level 5	578.20	598.20

3. Delete Schedule B, Allowances and Special Rates, and insert in lieu thereof the following:

SCHEDULE B

Allowances and Special Rates

Item No.	Subject	Amount \$
1	In charge of 1 - 5 employees	22.83 per week
2	In charge of 6 - 10 employees	27.21 per week
3	In charge of more than 10 employees	32.97 per week
4	Hazardous stores work	1.38 per day
5	Forklift Allowance	67 cents per hour
6	Mobile Crane Allowance	81 cents per hour
7	Morning/Afternoon shift allowance	12.01 per shift

8	Night shift allowance	16.07 per shift
9	Travel allowance	68 cents per kilometre
10	Meal allowance	10.30 per meal
11	First Aid Attendant	2.60 per day

4. This variation shall take effect from the first pay period commencing on or after 11 October 2006.

T. M. KAVANAGH *J*

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PASTRYCOOKS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 3254 of 2006)

Before Mr Deputy President Sams

18 October 2006

VARIATION

1. Delete subclause (b) of clause 7, Wages, of the award published 8 March 2002 (331 I.G. 1307), and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. 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 subclause (i), Adults, of clause 1, Minimum Award Wage Rate, of Appendix 1 - Industry (Not Elsewhere Specified), of Part 2 - Special Enterprise and Industry Provisions, and insert in lieu thereof the following:
 - (i) Adults - Any employee 21 years of age or over shall be paid not less than the rates of pay set out opposite the classification which the employee is allocated by the employer under the heading, Minimum Award Wage Rate.

Classification	Former Award Wage Rate) (Per Week 6 October 2005 \$	Minimum Award Wage Rate (Per Week) 18 October 2006 \$
Foreperson/Supervisor	570.10	590.10
Baking Tradesperson	546.50	566.50
Pastry Group 1, 2 and 3 where only one employed	546.50	566.50
Pastry Cook Group 1, 2 and 3 - employed ornamenting	544.50	564.50
Pastry Cook - Group 1	542.10	562.10
Pastry Cook - Group 2	515.90	535.90
Pastry Cook - Group 3	495.00	515.00
Head Packer - Group 1	554.30	574.30
Head Packer - Group 2	504.20	524.20
Stackerperson (Licensed)	522.90	542.90
Motor Van Driver	506.50	526.50
Packer Group 1	501.80	521.80
Packer Group 2	484.40	504.40
Assistant Group 1	503.80	523.80
Assistant Group 2	498.00	518.00
Assistant Group 3	493.40	513.40
Assistant Group 4	484.40	504.40

3. Delete subclause (iii) Apprentices, of clause 1, Minimum Award Wage Rate, of said Appendix 1, and insert in lieu thereof the following:

(iii) Apprentices: The minimum rate of pay for apprentices shall be ascertained by applying the rate of pay set out opposite the year of an apprentices indenture.

Classification	Former Award Wage Rate Per Week 6 October 2005 \$	Minimum Award Wage Rate Per Week 18 October 2006 \$
1st Year	270.25	281.05
2nd Year	307.60	319.90
3rd Year	349.45	363.45
4th Year	429.45	446.65

Adult Apprentices: The minimum rate of pay for adult apprentices (21 years of age and over), shall remain at the second year rate for the first 2 years of the indenture.

4. Delete subclauses (vi), (vii), (viii), (ix), (x), (xi) and (xiii) of clause 2, Allowances, of the said Appendix 1, and insert in lieu thereof the following:

(vi) Leading Hands - An employee appointed by the employer as a leading hand shall receive the following weekly allowance in addition to the appropriate rate of pay for the employee's classification:

In charge of -	Per week \$
(a) 10 employees or less	19.05
(b) 11 to 20 employees	32.00
(c) 20 employees or more	41.00

(vii) Freezer - An employee who during the course of employment is mainly required to work in freezers shall be paid:

- (a) between 0 degrees Celsius and minus 18 degrees Celsius (inclusive) - \$2.00 per day extra;
- (b) below minus 18 degrees Celsius - \$3.35 per day extra.

In addition, an employee required to work in temperatures below 7.2 degrees Celsius shall be provided with suitable headgear, gloves and protective clothing.

(viii) First-aid - An employee appointed by the employer as a first-aid attendant and who is qualified shall be paid \$11.97 per week extra.

(ix) Meal - An employee required to work overtime for more than 2 hours after finishing time on any day shall be paid \$10.30 for meal money, unless 24 hours' notice has been given.

(x) Laundry - Uniforms, where required by the employer, shall be supplied by the employer. Where the employee is required to wear and launder a uniform, the employee shall receive \$7.88 per week extra.

(xi) Collecting Monies - An employee employed as a motor van driver when collecting cash for the employer shall be paid \$3.11 per week extra. In addition, the employer shall provide a suitable cash bag.

- (xiii) Apprentices - An apprentice who obtains and hands to the employer a certificate or statement of having passed the yearly technical college examination shall be paid \$5.60 per week for the ensuing 12 months. Every apprentice who successfully completes the 2½-year trade course shall be paid \$15.70 per week.
5. This variation shall take effect from the first pay period commencing on or after 18 October 2006.

P. J. SAMS *D.P.*

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(710)

SERIAL C5020

WHOLESALE FRUIT AND VEGETABLE EMPLOYEES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(No. IRC 2710 of 2006)

Before Commissioner Murphy

4 August 2006

VARIATION

1. Delete clause 17, Arbitrated Safety Net Adjustment, of the award published 8 September 2000 (318 I.G. 552), and insert in lieu thereof the following:

17. Arbitrated Safety Net Adjustment

- (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. 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 Table 1 - Wages of Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

Classification	Total Rate \$
Head Salesperson (Foreperson)	632.70
Banana Ripener	571.20
Salesperson	554.80
Fork Lift Driver	545.30
General Assistant	524.40

Classification		1st MRA 20/3/96 \$	2nd MRA 14/2/97 \$	3rd MRA 17/10/98 \$	4th MRA 9/99 \$	MRA Relativity %
Head Salesperson (Foreperson)	Base	391.90	391.90	391.90	391.90	110.0
	Suppl.	48.00	57.20	66.40	75.80	
	Total	439.90	449.10	458.30	467.70	
Banana Ripener	Base	342.00	342.00	342.00	342.00	96.0
	Suppl.	41.60	49.80	58.00	66.20	
	Total	383.60	391.80	400.00	408.20	
Salesperson	Base	328.30	328.30	328.30	328.30	92.14
	Suppl.	41.60	48.80	56.00	63.50	
	Total	369.90	377.10	384.30	391.80	

Fork Lift Driver	Base	320.30	320.30	320.30	320.30	89.9
	Suppl.	38.00	45.90	53.80	62.00	
	Total	358.30	366.20	374.10	382.30	
General Assistant	Base	302.90	302.90	302.90	302.90	85.0
	Suppl.	30.50	39.80	49.10	58.50	
	Total	333.40	342.70	352.00	361.40	

3. This variation shall take effect from the first full pay period commencing on or after 4 August 2006.

J. P. MURPHY, Commissioner

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(606)

SERIAL C5160**SMALLGOODS MANUFACTURERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch, Industrial Organisation of Employees.

(No. IRC 3171 of 2006)

Before The Honourable Mr Deputy President Harrison

9 October 2006

VARIATION

1. Rename in clause 2, Arrangement Clause 10 No Extra Claims of the award published 15 February, 2002 (331 I.G 427) to read as:

10. Arbitrated Safety Net Adjustment

2. Delete clause 10, No Extra Claims and insert in lieu thereof the following:

10. Arbitrated Safety Net Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Case 2001, State Wage Case 2002, State Wage Case 2003, State Wage Case 2004, State Wage Case 2005 and State Wage Case 2006.

These adjustments may be offset against:

- (i) Any equivalent overaward payments, and/ or
- (ii) Award wage increases since 29th May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
3. Delete Part B, Monetary rates and insert in lieu thereof the following

PART B**MONETARY RATES****Table 1 - Wages**

Item No.	Classification	Column A SWC 2001 Eff. 9 Oct. 06 Amount per wk \$	Column B SWC 2002 Eff. 9 Oct. 06 Amount per wk \$	Column C SWC 2003 Eff. 9 Oct. 06 Amount per wk \$	Column D SWC 2004 Eff. 9 Oct. 06 Amount per wk \$	Column E SWC 2005 Eff. 9 Oct. 06 Amount per wk \$	Column F SWC 2006 Eff. 1 Dec. 06 Amount per wk \$
1	Smallgoods person as defined in subclause (b) of clause 7	491.10	509.10	526.10	545.10	562.10	582.10
2	Silent - cutter operator	456.00	474.00	491.00	510.00	527.00	547.00
3	Filler	441.20	459.20	476.20	495.20	512.20	532.20

4	Mixing machine (other than silent cutter operator)	456.00	474.00	491.00	510.00	527.00	547.00
5	Butcher	491.10	509.10	526.10	545.10	562.10	582.10
6	Smallgoods seller from vehicle who collects cash-						
	I. Non-refrigerator vehicle	456.00	474.00	491.00	510.00	527.00	547.00
	II. refrigerator vehicle	456.00	474.00	491.00	510.00	527.00	547.00
7	Boner	464.00	482.00	499.00	518.00	535.00	555.00
8	Slicer,cutter-up, guillotine operator and/ or derinding machine operator	456.00	474.00	491.00	510.00	527.00	547.00
9	Salter and/ or pickle pumper (arterial or stab)	441.20	459.20	476.20	495.20	512.20	532.20
10	Cooker and/ or scalded	456.00	474.00	491.00	510.00	527.00	547.00
11	Packing-room hand	441.20	459.20	476.20	495.20	512.20	532.20
12	Linker	433.85	451.85	468.85	487.85	504.85	524.85
13	Table hand	433.85	451.85	468.85	487.85	504.85	524.85
14	All others	433.85	451.85	468.85	487.85	504.85	524.85

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Column A SWC 2001 Eff. 9 Oct. 06 Amount \$	Column B SWC 2002 Eff. 9 Oct. 06 Amount \$	Column C SWC 2003 Eff. 9 Oct. 06 Amount \$	Column D SWC 2004 Eff. 9 Oct. 06 Amount \$	Column E SWC 2005 Eff. 9 Oct. 06 Amount \$	Column F SWC 2006 Eff. 1 Dec. 06 Amount \$
1	8 (d)	Employee called upon to work in chilling room with the temperature reduced to:						
		Temperature Range (Celsius scale)						
		Below 2 but not below 16	0.35	0.35	0.35	0.35	0.40	0.40
		Below 16 but not below 18	0.55	0.60	0.60	0.65	0.65	0.70
		Below 18 but not below 21	0.80	0.85	0.85	0.90	0.90	0.95
		Below 21	1.10	1.15	1.15	1.20	1.25	1.30
2	12 (iii)	Meal Money						
		- Required to work in excess of one and half hours - Notified of overtime then not required	8.00 8.00	8.25 8.25	8.50 8.50	8.80 8.80	9.10 9.10	9.45 9.45

3. The variation as set out in Column A to E inclusive shall take effect from the first full pay period to commence on 9th October, 2006.

4. The variation as set out in Column F shall take effect from the first full pay period to commence on 1st December, 2006.

R. W. HARRISON *D.P.*

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COACHMAKERS, &c., ROAD AND PERAMBULATOR MANUFACTURERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 3229 of 2006)

Before The Honourable Justice Kavanagh

13 October 2006

VARIATION

1. Delete subclause (f) of clause 5, Wage Rates - Adults, of the award published 21 December 2001 (330 I.G. 629), and insert in lieu thereof the following:
 - (f) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. 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

All adult employees of a classification specified herein employed in any of the Industries or sections thereof to which this award applies shall, except as otherwise specified, be paid the rate specified in this table.

Wage Group Level	Total Award Wage Rate \$
1	504.40
2	521.10
3	543.60
4	564.50
5	598.20
6	598.20
7	598.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5(c)	Leading Hand allowance - Not less than 3 and not more than 10 employees	26.00 per week
2	5(c)	Leading Hand - More than 10 but not more than 20 employees	39.20 per week

3	5(c)	Leading Hand - More than 20 employees	50.00 per week
4	5(d)	Inspectors	24.39 per week
5	5(e)	Own hand tools allowance	11.64 per week
6	9(a)	Confined space allowance	0.58 per hour
7	9(b)(i)	Dirty work allowance	0.45 per week
8	9(b)(ii)	Dirty work rates - minimum payment	1.79 per day or shift
9	9(c)	Height money allowance	0.34 per hour
10	9(d)(i)(1)	Hot places allowance - temperature raised to 35° Celsius to 55° Celsius.	0.45 per hour
11	9(d)(i)(2)	Hot places allowance - temperature exceeds 55° Celsius	0.57 per hour
12	9(e)(i)	Handling glass or slag wool	0.56 per hour
13	9(e)(ii)(1)	Fibreglass work	0.45 per hour
14	9(e)(ii)(2)	Disability rate - second half of the day, per day or shift	1.83
14A	9(e)(ii)(2)	Disability rate - first half of the day or shift	3.67
15	9(f)	Drivers handling garbage allowance	0.45 per hour
16	9(g)	Livestock transport allowance	0.45 per hour
17	9(h)(i)	First-aid qualifications allowance	11.95 per week
18	15(h)	Overtime meal allowance	9.85 per meal
19	24(f)(ii)	Travelling time meal allowance	9.85 per meal

Table 3 - Monetary Rates - Skill Level A

Skill Level A: Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A.

School Leaver	Highest Year of Schooling Completed					
	Year 10 11/10/06 to 10/04/07	Year 10 11/04/07	Year 11 11/10/06 to 10/04/07	Year 11 11/4/07	Year 12 11/10/06 to 10/04/07	Year 12 11/4/07
	\$	\$	\$	\$	\$	\$
	215.00	221.00	235.00	243.00	284.00	293.00
Plus 1 year out of school	235.00	243.00	284.00	293.00	330.00	340.00
Plus 2 years	284.00	293.00	330.00	340.00	384.00	396.00
Plus 3 years	330.00	340.00	384.00	396.00	439.00	453.00
Plus 4 years	384.00	396.00	439.00	453.00		
Plus 5 years or more	439.00	453.00				

Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rates is 20 per cent.

Table 4 - Monetary Rates Skill Level B

Skill Level B: Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B.

School Leaver	Highest Year of Schooling Completed					
	Year 10 11/10/06 to 10/04/07	Year 10 11/04/07	Year 11 11/10/06 to 10/04/07	Year 11 11/4/07	Year 12 11/10/06 to 10/04/07	Year 12 11/4/07
	\$	\$	\$	\$	\$	\$
	215.00	221.00	235.00	243.00	274.00	283.00
Plus 1 year out of school	235.00	243.00	274.00	283.00	315.00	325.00
Plus 2 years	274.00	283.00	315.00	325.00	370.00	382.00
Plus 3 years	315.00	325.00	370.00	382.00	421.00	435.00
Plus 4 years	370.00	382.00	421.00	435.00		
Plus 5 years or more	421.00	435.00				

Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rates is 20 per cent.

Table 5 - Monetary Rates Skill Level C

Skill Level C: Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C.

School Leaver	Highest Year of Schooling Completed					
	Year 10 11/10/06 to 10/04/07	Year 10 11/04/07	Year 11 11/10/06 to 10/04/07	Year 11 11/4/07	Year 12 11/10/06 to 10/04/07	Year 12 11/4/07
	\$	\$	\$	\$	\$	\$
	215.00	221.00	235.00	243.00	268.00	278.00
Plus 1 year out of school	235.00	243.00	268.00	278.00	301.00	312.00
Plus 2 years	268.00	278.00	301.00	312.00	337.00	349.00
Plus 3 years	301.00	312.00	337.00	349.00	376.00	390.00
Plus 4 years	337.00	349.00	376.00	390.00		
Plus 5 years or more	376.00	390.00				

Where not specifically indicated, the average proportion of time spent in structured training which has been taken into account in setting the rates is 20 per cent.

3. Delete Appendix A - Skill Levels and insert in lieu thereof the following:

APPENDIX A

SKILLS LEVELS

Skills Level A -

Office Clerical
Commonwealth Public Sector Clerical
State Public Sector Clerical
Local Government Clerical
Finance, Property and Business Services

Skills Level B -

Wholesale and Retail
Recreation and Personal Services
Transport and Storage
Manufacturing

Skills Level C -

Community Services and Health
Pastoral
Environmental
Wholesale and Retail - Vehicle Repair Services and Retail Sector

4. This variation shall take effect from the first full pay period on or after 11 October 2006.

T. M. KAVANAGH *J*

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BISCUIT AND CAKE MAKERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 3256 of 2006)

Before Mr Deputy President Sams

18 October 2006

VARIATION

1. Delete paragraph (b) of subclause (iv) of clause 17, Wages, of the award published 15 February 2002 (331 I.G. 254) and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. 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 Table 1 - Minimum Award Wage Rates, and Table 2 - Other Rates and Allowances, of Appendix A - Wage Rates and Allowances, and insert in lieu thereof the following:

Table 1 - Minimum Award Wage Rates

Adult Employees - Classification	Former Award Rate (Per Week) 26 October 2005 \$	Minimum Award Wage Rate (Per Week) 26 October 2006 \$
Baker	526.00	546.00
Secondary Processing Operator - Grade 1	526.00	546.00
Automatic Packaging Machinist	519.90	539.90
Dough Mixer and Syrup Maker	519.70	539.70
Secondary Processing Operator - Grade 2	519.70	539.70
Biscuit Forming Machine Operator - Grade 1	519.70	539.70
Wafer Makers	517.50	537.50
Storeperson	513.40	533.40
Biscuit Forming Machine Operator - Grade 2	513.40	533.40
Stackerperson	512.30	532.30
Brakesperson	511.80	531.80
Truck Stacker	508.60	528.60
Other Mixer	508.40	528.40
Secondary Processing Operator - Grade 3	508.30	528.30
Biscuit Forming Machine Operator - Grade 3	508.30	528.30
Oven Serviceperson	507.70	527.70
Assistant Mixer	504.70	524.70
Platform Hand, 1st Class	504.70	524.70
Automatic Packaging Machine Operator	504.30	524.30
Depot Hand	504.10	524.10
Tea Attendant	501.30	521.30
Packer (Delivery)	500.70	520.70
Platform Hand	500.10	520.10
Line Hand	500.10	520.10

Checker	499.50	519.50
General Hand	499.20	519.20
Packer	495.90	515.90
Tin Washer	495.60	515.60
Fixer	495.60	515.60
Other Employees	495.60	515.60

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount per week \$
1	17(i)(b)	Leading Hands - In charge of up to 10 employees	18.40
		In charge of more than 10 employees and not more than 20 employees	30.75
		In charge of more than 20 employees	39.60
2	17(i)(c)	Line Hands	6.80
3	20(vi)	Tea Money	10.10
4	23	Laundry Allowance	8.17

3. This variation shall take effect from the first pay period commencing on or after 26 October 2006.

P. J. SAMS *D.P.*

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(701)

SERIAL C5023**WAREHOUSE EMPLOYEES DRUG (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(No. IRC 2713 of 2006)

Before Commissioner Murphy

4 August 2006

VARIATION

1. Delete subclause (d) of clause 12, Wages, of the award published 25 May 2001 (324 I.G. 1181), and insert in lieu thereof the following:
 - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset:
 - (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 (i) Adult Employees of Table 1 - Wages, of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Wages

- (i) Adult Employees -

Classification	Former Rate Per Week \$	SWC 2006 \$	Total Rate Per Week \$
Checker (first 3 months)	523.65	20.00	543.65
Assembler (first 3 months)	523.65	20.00	543.65
Checker	544.50	20.00	564.50
Assembler	544.50	20.00	564.50
Indoor Salesperson	542.80	20.00	562.80
Section Leader	563.30	20.00	583.30
Buyer	563.30	20.00	583.30
Buyer in charge	578.20	20.00	598.20
Department Manager - Second in Charge	578.20	20.00	598.20
Department Manager	619.95	20.00	639.95

This table represents the total for each classification after the minimum rates adjustment process has been completed.

3. Delete Items 1, 2, 4 & 5 of Table 2 - Other Rates and Allowances, of the said Part B, and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	9(e)(i)	Morning or afternoon shift allowance	15.08 per shift
2	9(e)(ii)	Night shift allowance	20.36 per shift
4	34(f)	First-aid	2.27 per shift
5	34(g)	Dirty work, etc	0.44 per hour

4. This variation shall take effect from the first full pay period commencing on or after 4 August 2006.

J. P. MURPHY, Commissioner

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(007)

SERIAL C4940**MARINE CHARTER VESSELS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Seamens' Union of Australia, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 2770 of 2006)

Before Mr Deputy President Sams

27 July 2006

VARIATION

1. Delete subclause (v) of clause 6, Wages, of the award published 12 April 2002 (332 I.G. 875), and insert in lieu thereof the following:
 - (v) The rates of pay in this award include the adjustments payable under the State Wage Case 2005. 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 - Wages**

Classification	Former Rate Per Week \$	SWC - June 2005 Per Week \$	Total Wage Per Week \$
Master (vessels 35m and over)	663.80	17.00	680.80
Engineer (vessels 35m and over)	663.80	17.00	680.80
Master (vessels 20m and over)	594.10	17.00	611.10
Engineer (vessels 20m and over)	594.10	17.00	611.10
Master (vessels under 20m but 18.25 and over)	581.90	17.00	598.90
Engineer (vessels under 20m but 18.25 and over)	581.90	17.00	598.90
Master (vessels under 18.25m)	578.60	17.00	595.60
General - purpose Hand	522.70	17.00	539.70

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5(b)	Meal Allowance	9.90
2	6(iii)(a)	Certificate of Competency (per day or part thereof)	4.00
3	14(i)	Uniforms	12.64
4	17	Compensation for Personal Effects	995.64

3. This variation shall take effect from the beginning of the first pay period to commence on or after 27 July 2006.

P. J. SAMS *D.P.*

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DRY CLEANING (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2677 of 2006)

Before The Honourable Justice Haylen

17 July 2006

VARIATION

1. Delete subclause 14.4 of clause 14, Rates of Pay, of the award published 30 November 2001 (329 I.G. 1111) and insert in lieu thereof the following:

14.4 The rates of pay in this Award include the adjustments payable under the State Wage Case June 2006. These adjustments may be offset against:

- (i) Any equivalent over award payments, and/or
- (ii) Award Wage increase since 29 May 1991 other than Safety Net, State Wage Case, and minimum wage adjustments.

2. Delete Part B - Monetary Rates and insert in lieu thereof the following:

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

Group	Classification	Total Minimum Award Rate per week \$
A	Invisible mender, Tailor or tailoress	564.50
B	Presser Receiver and dispatcher in charge A (namely a person in charge of a depot and responsible for the keeping of records and responsible for cash) Cleaner (operating dry cleaning machine)	529.40
C	Repairer (other than tailor or tailoress) Spotter presser (off-set press) Hand ironer receiver and/or dispatcher	529.40
D	Wet cleaner, Steam air finisher, Examiner of garments, Assembler of garments, Sorter of garments	521.10
E	All other	504.40

Table 2 - Other Rates and Allowances

Allowances payable from the beginning of the first pay period to commence on or after 21 August 2006.

Item No.	Clause No.	Brief Description	Amount \$
1	17.1.1.	Meal Money	5.40

3. This variation shall take effect from the first full pay period to commence on or after 21 August 2006.

W. R. HAYLEN *J*

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(517)

SERIAL C5123

OCCUPATIONAL HEALTH NURSES' (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2624 of 2006)

Before Commissioner McLeay

17 July 2006

VARIATION

1. Rename the title of the award "Occupational Health Nurses' (State) Award" of the award published 16 July 2004 (345 I.G. 306), to read as:

OCCUPATIONAL HEALTH NURSES' (STATE) AWARD 2006

2. Delete subclause (ii) of clause 6, Salaries, and insert in lieu thereof the following:
- (ii) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. 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.
3. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Salaries**

	Former Wage Rate \$	SWC 2006 Adjustment \$	Total Rate \$
Assistant in Nursing			
1st year	507.20	20.00	527.20
2nd year	518.30	20.00	538.30
3rd year	529.50	20.00	549.50
4th year	541.00	20.00	561.00
Enrolled Nurse			
1st year	549.00	20.00	569.00
2nd year	563.00	20.00	583.00
3rd year	584.40	20.00	604.40
4th year	602.10	20.00	622.10
Thereafter	614.40	20.00	634.40
Occupational Health Nurse			
Under Supervision -			
1st year of service	780.40	20.00	800.40
2nd year of service	810.50	20.00	830.50
Relieving Nurse	810.50	20.00	830.50
UG1 Qualification	835.30	20.00	855.30

Sole Occupational Health Nurse	835.30	20.00	855.30
Senior Occupational Health Nurse	909.50	20.00	929.50
Senior Occupational Health Nurse in charge	949.90	20.00	969.90
Principal Occupational Health Nurse	1011.50	20.00	1031.50

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	6(v)	Meal Allowance	9.47 per meal
2	9(i)	Close Call	6.46 per day
3	9(ii)	Own vehicle Allowance Under 1600cc Over 1600cc	59.01 cents per km 80.02 cents per km
4	26(i)	Uniform Allowance	579.90 per annum or 11.15 per week
5	26(ii)	Laundering Allowance	6.52 per week
6	26(iii)	Stocking Allowance	4.08 per week

4. This variation shall take effect from the beginning of the first pay period to commence on or after the 17 July 2006.

J. McLEAY, Commissioner

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TANNING 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 2915 of 2006)

Before Commissioner McLeay

1 September 2006

VARIATION

1. Delete paragraph (iii) (b), of clause 4, Wages of the Tanning Industry (State) Award, published 8 February 2002 (331 I.G. 157), and insert in lieu thereof the following:-
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case of June 2006. 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**

	Former Rate	2006 SWC
	\$	\$20.00
		\$
Group 1	484.40	504.40
Group 2	501.10	521.10
Group 3	523.60	543.60
Group 4	544.50	564.50
Group 5	578.20	598.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Current Rates	2006 SWC
			\$	\$
1	4 (ii)	Industry Loading	20.60 per week	21.40
2	4 (vii)	Leading Hand in charge of 3 - 10 employees	22.00 per week	22.90
3	4 (vii)	Leading Hand in charge of 10 - 20 employees	33.50 per week	34.80
4	4 (vii)	Leading Hand in charge of more than 20 employees	42.40 per week	44.10
5	4 (viii)	First Aid	10.90 per week	11.30
6	6 (iii)	Fork Lift	0.48 per hour	0.50
7	12 (iii)	Meal - 1st	10.50	10.90
8	12 (iii)	Meal - 2nd	10.50	10.90

9	12 (iv)	Meal Cancellation of Overtime	10.50	10.90
10	13 (viii)	Meal Shift Workers	10.50	10.90
11	14	Special rates	0.48 per hour	0.50
12	36 (D) (i)	Super Contributions	16.70 per week	17.40

3. This variation shall take effect from the beginning of the first full pay period to commence on or after 19 February 2007.

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

(631)

SERIAL C5178

STOREMEN AND PACKERS, WHOLESALE PAINT, VARNISH AND COLOUR STORES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by National Union of Workers, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 3249 of 2006)

Before The Honourable Justice Kavanagh

11 October 2006

VARIATION

1. Delete subclause (vi) of clause 5, Wages of the award published 14 December 2001 (330 I.G. 327), and insert in lieu thereof the following:
 - (vi) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. 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 adjustment.

2. Delete Part B Monetary Rates and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Minimum Award Wage Rates

Classification	Minimum Award Wage Rate (Per Week) SWC 26 November 2005 \$	Minimum Award Wage Rate (Per Week) SWC 26 November 2006 \$
Adults: Head Storeman/Storewoman	578.20	598.20
Drivers Of Mobile Crane: Lifting Capacity:		
Up to and including 5 tonnes	544.50	564.50
Exceeding 5 tonnes but not exceeding 10 tonnes	544.50	564.50
Exceeding 10 tonnes but not exceeding 20 tonnes	563.30	583.30
Over 20 tonnes	563.30	583.30
Drivers Of Forklift:	544.50	564.50
All Other Employees - 12 months or more:	538.70	558.70
All Other Employees - Less than 12 months:	523.70	543.70

Table 2 - Other Rates And Allowances

Item No.	Clause No.	Description	Amount \$
1	5(iv)(a)	Dry Colour Section: Weekly Employees	1.39 per week
2	5(iv)(a)	Casual Labor	2.92 per hour
3	5(iv)(a)	Juniors	1.39 per week
4	5(iv)(b)	Open Containers and weigh dry colour	98 cents/week
5	5(v)a	Operates a forklift	68 cents/hour
6	5(v)b	Operates a Mobile Crane	83 cents/hour
7	9	Meal Allowance	10.30 per meal
8		Leading Hand In charge of 1-5 In charge of 6-10 In charge of 11-15 In charge of over 15	17.21 per week 25.90 per week 35.41 per week 44.46 per week

3. This variation shall take effect from the first period commencing on or after 26 November 2006.

T. M. KAVANAGH J.

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ELECTRICIANS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1190 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

21 March 2006

VARIATION

1. Insert in numerical order in the Arrangement of the award published 29 June 2001 (325 I.G. 808), the following new clause number and subject matter.

2A. Secure Employment

2. Insert after clause 2, Definitions the following new clause.

2A. Secure Employment

- (a) 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*.
- (b) 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.
- (c) 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.
3. This variation shall take effect from the 21 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

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(1090)

SERIAL C4967

**SCHOOL SUPPORT STAFF (INDEPENDENT SCHOOLS) (STATE)
AWARD 2004**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Independent Education Union, Industrial Organisation of Employees.

(No. IRC 1661 of 2006)

Before The Honourable Justice Walton, Vice-President
The Honourable Justice Boland
Commissioner Tabbaa

23 March 2006

VARIATION

1. Delete subclause (i) and (iii) of clause 11, Public Holidays of the award published 15 April 2005 (350 I.G. 175), and insert in lieu thereof the following:
 - (i) Subject to subclauses (ii) and (iii) of this clause, the days on which the following holidays are observed shall be holidays, namely; New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day and Boxing Day, together with any day which may hereafter be proclaimed as a public holiday throughout the State of New South Wales. In addition to the holidays specified in subclause (a) of this clause, an employee shall be entitled to one additional day as a holiday in each calendar year. Such additional holiday shall be observed on the day when the majority of employees in an establishment observe a day as an additional holiday or on another day mutually agreed between the employer and the employee. The additional holiday is not cumulative and must be taken within each year. Provided that the additional holiday shall not apply to those employees whose rate of pay is averaged over the year in accordance with subclause (c) of clause 6, Payment of Wages.
 - (iii) All time worked on a public holiday or additional holiday in subclause (i) of this clause shall be paid for at the rate of double time and one half the ordinary-time rate with a minimum payment of four hours.
2. This variation shall take effect on and from 23 March 2006.

M. J. WALTON *J, Vice-President.*
R. P. BOLAND *J.*
I. TABBAA, Commissioner.

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MANNEQUINS AND MODELS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Shop, Distributive and Allied Employees' Association, New South Wales, Industrial Organisation of Employees.

(No. IRC 2706 of 2006)

Before Commissioner Murphy

24 July 2006

VARIATION

1. Delete subclause (a) of clause 4, Arbitrated Safety Net Adjustment of the award published 9 February 2001 (322 I.G. 172) and insert in lieu thereof the following:
 - (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. 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 adjustments and minimum rates adjustments.
2. Delete Table 1 - Rates of Pay, of Part B, Monetary Rates, and insert in lieu thereof the following:

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

Description	Annual Leave \$	Total Rate \$
Single parades concluding up to and including 6.00pm	9.80	124.06
Single parades concluding after 6.00pm	10.52	136.53
Rehearsals	1.51	19.71
One showing - not exceeding two hours		
City	3.15	40.94
Suburbs	3.57	46.46
Half-day showing - not exceeding four hours		
City	5.47	70.95
Suburbs	5.88	76.43
Full-day showing - not exceeding eight hours		
City	9.60	124.93
Suburbs	10.04	130.74
Work performed before 9.00am or after 5.30pm	1.51	19.71
Evening showing independent of day showings	9.27	119.13
Not more than three consecutive hours, Monday to Friday, City plus Chatswood and Bondi	5.07	66.41
Suburbs excluding Chatswood and Bondi	5.80	75.85
Not more than one and a half consecutive hours, Saturday, City plus Chatswood and Bondi	3.02	39.11
Suburbs excluding Chatswood and Bondi	3.24	42.02
Work performed by other than in accordance with the above hours	1.59	20.77
Up to and including one hour	2.61	33.93

Up to and including two hours	4.63	60.15
Up to and including three hours	6.85	88.91
Up to and including four hours	8.85	114.46
Up to and including five hours	10.63	137.50
Up to and including six hours	12.84	166.67
Up to and including seven hours	14.51	186.11
Up to and including eight hours	16.68	217.09

3. Delete Items 1 and 2 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	3 Part A (iv) (a) and (b)	Comperes:	
		(a) not required to prepare own script	8.17
		(b) required to prepare own script	16.11
2	3 Part C	Fitting of garments other than on the day of engagement	24.89 per hour

4. This variation shall take effect from the first full pay period commencing on or after 24 July 2006.

J. P. MURPHY, Commissioner

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(249)

SERIAL C4794

CROWN EMPLOYEES (PRISON OFFICERS, DEPARTMENT OF CORRECTIVE SERVICES) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Corrective Services.

(No. IRC 132 of 2006)

Before Commissioner Connor

2 June and 4 October 2006

VARIATION

1. Delete clause 16, Higher Duties, of the award published 18 February 2005 (348 I.G. 587), and insert in lieu thereof the following:

16. Higher Duties

- (i) Subject to this clause, an officer who is required to perform duties in a higher position covered by this Award shall, provided the officer performs the whole of the duties and assumes the whole of the responsibilities of the higher position, be paid an allowance at the difference between the officer's present salary and the salary prescribed for the higher position covered by this Award.
- (ii) Officers employed in the classification of Probationary Prison Officer or Prison Officer shall not be entitled to be paid the allowance prescribed in subclause (i) above when performing duties of Prison Officer or Prison Officer 1st Class.
- (iii) An officer who is required to perform duties in a higher position covered by the Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Corrective Services) Award (or any award succeeding or replacing that award) shall be paid an allowance equal to the difference between the officer's present salary and 95% of the '5 day' salary prescribed for the higher position. Any weekend or overtime penalty rates payable under this award will be applicable to this higher duties allowance.
- (iv) The higher duties allowance payable under subclause (iii) above shall be included in salary for the purposes of calculation overtime only if the duties carried out during the period of overtime are those of the higher position and provided the salary and allowance does not exceed the maximum rate for Clerk Grade 8, as varied from time to time, when the rate payable for directed overtime shall be at the maximum rate for Clerk, Grade 8 plus \$1.00.
- (v) The higher duties allowance payable under subclauses (i) and (iii) above shall be paid for each day the officer acts in the higher position.
- (vi) The higher duties allowance payable under subclause (iii) above shall take effect from the beginning of the first pay period to commence on or after 13 January 2006.
- (vii) The provisions of clause 5. (i) (a) Allowances of this award shall not apply to the payment of higher duties.

2. This variation shall take effect from the beginning of the first pay period to commence on or after 13 January 2006.

P. J. CONNOR, Commissioner

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ARMAGUARD NSW ROAD CREW ENTERPRISE AWARD 2005 - 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1239 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

21 March 2006

VARIATION

1. Insert in alphabetical order in the Table of Contents of the award published 11 October 2002 (336 I.G. 658), the following new clause and subject matter:

40. Secure Employment

2. Insert after clause 39, Leave Reserved, the following new clause:

40. 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 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.
3. This variation shall take effect from the 21 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

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CROWN EMPLOYEES (HOME CARE SERVICE OF NEW SOUTH WALES - ADMINISTRATIVE STAFF) AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 1431 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

21 March 2006

VARIATION

1. Insert in numerical order in clause 1, Arrangements, of the award published 6 May 2005 (350 IG 951) the following clause number and subject matter:

13A. Secure Employment

2. Insert after clause 13, Deduction of Union Membership Fees, the following new clause:

13A. 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 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.
3. This variation shall take effect from the 21 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

READYMIX HOLDINGS LIMITED AWARD 2003

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1239 of 2006)

Before The Honourable Justice Wright, President
The Honourable Justice Walton, Vice-President
The Honourable Mr Deputy President Harrison
The Honourable Justice Haylen
Commissioner Tabbaa

14 March 2006

VARIATION

1. Insert in numerical order in the Arrangement of the award published 5 September 2003 (341 I.G. 369), the following new clause number and subject matter:

45. Secure Employment

2. Insert after clause 44, Leave Reserved, the following new clause:

45. 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 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.
3. This variation shall take effect from the 14 March 2006.

F. L. WRIGHT *J, President.*
M. J. WALTON *J, Vice-President.*
R. W. HARRISON *D.P.*
W. R. HAYLEN *J.*
I. TABBAA, Commissioner.

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