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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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ACTORS (THEATRICAL) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1565 of 2007)

Before Commissioner Cambridge

12 December 2007

REVIEWED AWARD

1. Delete clause 7, Award Review of the award published 2 November 2001 (329 I.G. 37) and insert in lieu thereof the following:

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 12 December 2007.

This award remains in force until varied or rescinded, the period for which it was made already having expired.

I. W. CAMBRIDGE, Commissioner

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AGED CARE GENERAL SERVICES (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 1794 of 2007)

Before Commissioner McLeay

8 October 2007

VARIATION

1. Delete subclause (iii) of clause 3, Wages, of the award published 10 November 2000 (320 I.G. 1), and insert in lieu thereof the following:
 - (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent over-award payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustment.
2. Delete Part B, Monetary Rates, of the award published 10 November 2000 (320 I.G. 1), and insert in lieu thereof the following:

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

	Current Rate \$/week	SWC 2007 Adjustment \$/week	Wage Rate as from 8.10.2007 \$/week
Administrative Services Clerk (under 18 years of age)	341.60	4.0%	355.30
Clerk - Grade 1 (18 years of age and over)			
1st year of service	548.30	20.00	568.30
2nd year of service	561.60	20.00	581.60
3rd year of service	573.70	20.00	593.70
4th year of service	583.70	20.00	603.70
5th year of service and thereafter	593.70	20.00	613.70
Clerk - Grade 2			
1st year of service	610.30	20.00	630.30
2nd year of service and thereafter	625.30	20.00	645.30
Clerk - Grade 3			
1st year of service	640.60	20.00	660.60
2nd year of service and thereafter	653.90	20.00	673.90
Clerk - Grade 4			
1st year of service	666.70	20.00	686.70
2nd year of service and thereafter	678.50	20.00	698.50
Clerk - Grade 5			
1st year of service	694.10	20.00	714.10
2nd year of service and thereafter	706.60	20.00	726.60

Provided that employees under the age of 18 who are substantially engaged in stenographic duties or as a comptometer or ledger posting machine operator shall be paid a weekly allowance as part of wages of the amount set out in Item 13 of Table 2 of this award.

Personal Care Services			
Personal Care Assistant			
Grade 1	554.00	20.00	574.00
Grade 2	565.10	20.00	585.10
Hostel Supervisor			
Grade 1 - less than 50 beds	610.30	20.00	630.30
Grade 2 - 50 but less than 75 beds	625.40	20.00	645.40
Grade 3 - 75 but less than 100 beds	640.60	20.00	660.60
Grade 4 - 100 beds and over	653.40	20.00	673.40
Wardsperson			
1st year of service	576.60	20.00	596.60
2nd year of service and thereafter	579.70	20.00	599.70
Recreation Activities Officer			
1st year of experience	592.80	20.00	612.80
2nd year of experience	604.30	20.00	624.30
3rd year of experience and thereafter	612.00	20.00	632.00
Diversional Therapist			
1st year of experience	588.00	20.00	608.00
2nd year of experience	614.30	20.00	634.30
3rd year of experience	638.20	20.00	658.20
4th year of experience	660.20	20.00	680.20
5th year of experience and thereafter	683.20	20.00	703.20
General Services			
General Services Officer Grade 1			
Junior	459.20	4%	477.60
Adult	554.00	20.00	574.00
General Services Officer - Grade 2	565.10	20.00	585.10
General Services Officer - Grade 3	573.50	20.00	593.50
General Services Officer - Grade 4			
1st year of service	584.90	20.00	604.90
2nd year of service	592.80	20.00	612.80
3rd year of service and thereafter	604.30	20.00	624.30
Food Services			
Cook - Grade A	598.20	20.00	618.20
Cook - Grade B	586.40	20.00	606.40
Chef			
1st year of service	616.10	20.00	636.10
2nd year of service and thereafter	625.70	20.00	645.70
Catering Officer			
1st year of service	658.10	20.00	678.10
2nd year of service and thereafter	666.30	20.00	686.30
Accommodation Services			
Housekeeper			
1st year of service	584.10	20.00	604.10
2nd year of service	587.10	20.00	607.10
Laundry Foreperson			
With Dry Cleaning/laundry certificate	593.70	20.00	613.70
	600.60	20.00	620.60
Storekeeper	610.80	20.00	630.80
Support Services			
Gardener (Qualified)	587.60	20.00	607.60
Gardener (Unqualified)	575.90	20.00	595.90
Head Gardener (Qualified)	628.60	20.00	648.60
Head Gardener (Unqualified)	601.70	20.00	621.70
Motor Vehicle Driver	584.20	20.00	604.20

Motor Vehicle Driver-Trucks and ambulances	590.50	20.00	610.50
Maintenance Supervisor (Tradesman)			
In charge of staff	737.00	20.00	757.00
Otherwise	695.00	20.00	715.00
Maintenance Supervisor (Non-tradesman)			
In charge of staff	660.50	20.00	680.50
Otherwise	648.60	20.00	668.60
Apprentices			
Apprentice Cook			
1st year	351.80	60% of Cook B	363.80
2nd year	483.80	82½% of Cook B	500.30
3rd year	542.40	92½% of Cook B	560.90
Apprentice Gardener			
1st year	293.80	50% of Gardener(qualified)	303.80
2nd year	352.60	60% of Gardener(qualified)	364.60
3rd year	470.10	80% of Gardener(qualified)	486.10
4th year	528.80	90% of Gardener(qualified)	546.80

Table 2 - Other Rates And Allowances

Item No.	Clause No.	Brief Description	Amount from 8.10.2007
1	4 (xi)I	Broken Shifts	\$ 7.60 per shift
2	6(iii)	Overtime Meals breakfast lunch dinner	\$8.80 \$11.40 \$16.70
3	7(iii) (b)	Overtime Recall - Use of Employees' own vehicle Vehicles over 1600cc Vehicles 1600cc and under	24.5 cents per km 20.5 cents per km
4	10(vi)	Apprentices Certificate pass exams Each subsequent year	\$1.80 per week \$1.80 per week
5	12(i)(a)	Driving Allowance where required to drive more than ten hours in any week, minimum payment more than four hours in any day or shift, minimum payment	\$4.50 per week \$4.50 \$4.50 per shift
6	12(ii)(a)	Work of a dirty or offensive nature	\$0.42 per hour
7	12(ii)(b)	Cleaning of boiler, flue or economiser	\$0.67 per hour
8	12(iv)	Nauseous linen	\$0.22 per hour
9	22(i) 22(ii)	Climatic and Isolation Allowance Climatic and Isolation Allowance	\$4.50 per week \$8.40 per week
10	23(ii)	Leading Hand in charge of 2 to 5 employees in charge of 6 to 10 other employees in charge of 11 to 15 other employees in charge of 16 to 19 other employees	\$19.30 per week \$27.10 per week \$34.40 per week \$42.10 per week
11	25(iv)	Uniform Allowance	\$1.70 per week
12	25(v)	Laundry Allowance	\$1.00 per week*
13	Table 1	Stenography Allowance	\$5.30 per week

3. This variation shall take effect from the first pay period to commence on or after 8 October 2007.

J. McLEAY, Commissioner

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AGED CARE INDUSTRY (BROKEN HILL) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 19, Compassionate Leave, of the award published 20 July 2001 (326 I.G. 255), the following new item 19(d)(iv):

19(d)(iv) Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 17(iii)(2) of clause 17, Personal/Carer's Leave.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

2. Delete 17(a)(i) of clause 17, Personal/Carer's Leave, and insert in lieu thereof the following:

- (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 17(iii)(2) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 16, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

3. Delete 17(a)(ii) of clause 17, Personal/Carer's Leave, and insert in lieu thereof the following:

- (ii) The employee shall, if required,
 - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

4. Insert the following notation at the end of 17(a)(iv) of clause 17, Personal/Carer's Leave:

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 23, Grievance and Dispute Resolution Procedures, should be followed.

5. Delete 17(b)(i) of clause 17, Personal/Carer's Leave, and insert in lieu thereof the following:

- (i) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 17(iii)(2) above who is ill or who requires care due to an unexpected emergency.

6. Delete 17(c)(i) of clause 17, Personal/Carer's Leave, and insert in lieu thereof the following:

- (i) 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.

7. Insert the following new item 17(c)(iv) into clause 17, Personal/Carer's Leave, as follows:

- (iv) 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.

8. Insert the following new item 17(g) into clause 17, Personal/Carer's Leave, as follows:

- (g) Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 17(a)(ii) and 17(a)(iv) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 17(iii)(2) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

9. Delete clause 18, Parental Leave, and insert in lieu thereof the following:

18. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

(2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

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

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

(3) Right to request

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

- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

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

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

(d) Request to return to work part-time

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

(4) Communication during parental leave

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

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

(b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

10. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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AGED CARE INDUSTRY (BROKEN HILL) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1604 of 2007)

Before Commissioner Connor

30 November 2007

REVIEWED AWARD

1. Insert in numerical order into clause 1, Arrangement of the award published 20 July 2001 (326 I.G. 255), the following new clause number and subject matter:

5A. Secure Employment

2. Insert after clause 5, Hours of Work the following new clause:

5A. 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.
3. Delete paragraph (i) and (ii) of subclause (c) of clause 36, Area, Incidence and Duration, and insert in lieu thereof the following:
- (i) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 30 November 2007.
 - (ii) This award remains in force until varied or rescinded, the period for which it was made already having expired.

P. J. CONNOR, Commissioner

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(017)

SERIAL C6279**ASPHALT AND BITUMEN 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 1980 of 2007)

Before Commissioner Ritchie

9 November 2007

VARIATION

1. Delete clause 9A, State Wage Case Adjustments, of the award published 14 December 2001 (330 I.G. 347), and insert in lieu thereof the following:

9A. State Wage Case Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:

- (a) any equivalent overaward payments, and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	SWC 2006 Rate \$	SWC 2007 Adjustment \$	SWC 2007 Rate \$
(A) Manufacturing plant employees			
Plant Operator (mixing plant)	617.10	20.00	637.10
Front End Loader operator	609.10	20.00	629.10
General Hand	551.10	20.00	571.10
(B) Laying Crew			
Asphalt paver operator	611.50	20.00	631.50
Paver Screed operator	611.50	20.00	631.50
Roller operator	593.10	20.00	613.10
Tack coat operator	591.30	20.00	611.30
Rotary broom operator	551.10	20.00	571.10
General Hand	551.10	20.00	571.10
(C) Other Classifications			
Senior Allocator (operating or allocating for two or more weighbridges)	628.30	20.00	648.30
Weighbridge operator and or/allocator	602.90	20.00	622.90
Store person (asphalt specialist)	602.90	20.00	622.90
Laboratory Assistant	566.80	20.00	586.80
Profiler operator (rate to be determined)			
Ganger	645.80	20.00	665.80
Foreperson	634.70	20.00	654.70

Equipment Operator group 1 includes: Sprayer Operator over 7500 litres (including towing) leader operator (spray)	600.60	20.00	620.60
Equipment Operator group 2 includes: Sprayer Operator up to 7500 litres (including towing)	591.70	20.00	611.70
Equipment Operator group 3 includes: Roller Operator (spray) Broom Operator Aggregate Spreader Operator (including towing) Spray Operator (rear) Aggregate Spreader (rear) Kettle Hand	584.30	20.00	604.30
General Hand	551.10	20.00	571.10
Weighbridge Operator and or allocator	602.90	20.00	622.90
Storeperson (spray specialist)	602.90	20.00	622.90
Laboratory assistant	566.80	20.00	586.80

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	4(a)	Industry Allowance	22.05 per week	22.95 per week
2	4(b)	Inclement weather	22.95 per week	23.85 per week
3	4(c)	In Charge of plant	10.60 per week	11.00 per week
4	4(d)	First Aid Allowance	2.15 per day	2.25 per day
5	6(g)(I)	Meal Allowance	10.25 per meal	10.65 per meal
6	10(c)	Travelling Expenses	10.25 per meal	10.65 per meal
7	11(a)	Country Work	334.20 per week	342.20 per week
8	11(a)(iii)	Incidentals Allowance	3.60 per night	3.70 per night
9	4(e)	Leading Hand Allowance	18.60 per week	19.35 per week

"Note": These allowances are contemporary for expense related allowances as at 30 March 2007 and for work related allowances are inclusive of adjustment in accordance with the June 2007 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 9 November 2007.

D.W. RITCHIE, Commissioner

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(022)

SERIAL C6295

BACON FACTORY EMPLOYEES (CUMBERLAND) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 2046 of 2007)

Before Commissioner Tabbaa

20 November 2007

VARIATION

1. Delete subclause (v) of clause 3, Meal Breaks of the award published 25 March 2005 (349 I.G. 669), and insert in lieu thereof the following:
 - (v) An employee who has not been notified on the immediately preceding work day that the employee will be required to work overtime on any day for more than one and one-half hours, shall be provided with a meal by the employer or in lieu thereof shall be paid the sum at Item 1 of Table 2 - Other Rates and Allowances of Part B Monetary Rates of this Award for the first meal and each subsequent meal. Any employee who has provided themselves with a meal after being notified and who is not then required to work after the normal ceasing time shall be paid the sum at Item 1 of Table 2 - Other Rates and Allowances of Part B Monetary Rates of this award.
2. Delete subclause (v) of clause 4, Wages and insert in lieu thereof the following:
 - (v) Leading Hands - Employees employed as leading hands shall, in addition to the appropriate rate of pay prescribed by this award, be paid the following allowance at Item 2 of Table 2 - Other Rates and Allowances of Part B Monetary Rates of this Award. Provided that this subclause shall not apply to an employee classified and paid as first curer, first employee cutting up and first employee washing, smoking and drying.
3. Delete clause 5, Arbitrated Safety Net Adjustment and insert in lieu thereof the following:

5. Arbitrated Safety Net Adjustment

State Wage Case Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Case 2005, 2006, and 2007. These adjustments may be offset against:

- (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
4. Delete subclause (i) of clause 7, Working in Cold Temperatures and insert in lieu thereof the following:
 - (i) Each employee shall be paid the allowance at Item 3 of Table 2 - Other Rates and Allowances of Part B Monetary Rates of the award per hour or part thereof, in addition to this ordinary rate of pay, for time worked in a room wherein the temperature had been artificially reduced below 1.667 degrees Celsius: Provided that if, when commencing work in the morning, the temperature is below 1.667 degrees Celsius no such additional sum shall be payable in respect thereof unless the temperature remains at less than 1.667 degrees Celsius for at least one hour after commencing work: Provided further time worked which, on any day, is less than thirty minutes in the aggregate shall be disregarded.

5. Delete paragraph (b) of subclause (iv) of clause 20, Supply of Special Clothing, Knives and Accessories, and insert in lieu thereof the following:
- (b) Where an employer does not provide tools of trade to employees whose work necessarily requires the use of knives, oil-stones, steels and pouches, boners shall be paid an allowance at Item 4(i) per week or (ii) per day, any other employees (iii) per week or (iv) per day of Table 2, Other Rates and Allowances of Part B Monetary Rates of this Award.
6. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wage Rates

		Column A SWC 2005 eff. 1 Dec. 07 \$	Column B SWC 2006 eff. 1 Dec. 07 \$	Column C SWC 2007 eff. 1 Dec. 07 \$
1	First curer	510.10	530.10	550.10
2	Second curer	501.10	521.10	541.10
3	Backer down or chopper down	501.10	521.10	541.10
4	Boner and trimmer(including tunnel boning)	501.10	521.10	541.10
5	Pickle pumper (arterial or stab)	495.10	515.10	535.10
6	First man - cutting up	495.10	515.10	535.10
7	Packer - ham canning	484.40	504.40	524.40
8	First man - washing, smoking and drying	499.00	519.00	539.00
9	Bacon boner	496.90	516.90	536.90
10	Cutter up	492.40	512.40	532.40
11	Tally and despatch hand	489.60	509.60	529.60
12	Cooker and lardman	489.40	509.60	529.60
13	Closing machine operator	486.50	506.50	526.50
14	Solderer	486.50	506.50	526.50
15	Bacon curer's labourer - doing salting	484.40	504.40	524.40
16	Smokehouse labourer	484.40	504.40	524.40
17	Labourer	484.40	504.40	524.40

Table 2 - Other Rates and Allowances

Item No.	Clause No	Explanation	Column A SWC 2005 eff. 1 Dec. 07	Column B SWC 2006 eff. 1 Dec. 07	Column C SWC 2007 eff. 1 Dec. 07
1	3(v)	Meal Allowance	9.41	9.74	10.09
2	4(v)	Leading Hand allowance In charge of more than two but not more than ten employees	10.01	10.41	10.83
		In charge of more than ten employees	17.35	18.04	18.76
3	7(i)	Working in cold temperatures per hour or part thereof	0.36	0.37	0.37

4	2(iv)(b)	Supply of special clothing, knives, and accessories			
		(i) per week	5.15	5.36	5.57
		(ii) per day	1.03	1.07	1.11
		(iii) per week	3.09	3.21	3.34
		(iv) per day	0.62	0.64	0.67

7. This variation shall take effect from the first full pay period to commence on or after 1 December 2007.

I. TABBAA, Commissioner

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(040)

SERIAL C6323

BOILING DOWN AND BY-PRODUCTS (CUMBERLAND) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 2047 of 2007)

Before Commissioner Tabbaa

20 November 2007

VARIATION

1. Delete subclause 4.7 of clause 4, Wages of the award published 25 February 2005 (348 I.G. 805), and insert in lieu thereof the following:

- 4.7 State Wage Case Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Case 2005, 2006 and 2007. These adjustments may be offset against:

4.7.1 any equivalent over award payments, and / or

4.7.2 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 - Rates of Pay

Classification	Column A SWC 2005 Applicable from First full pay period 20 Nov 2007 \$	Column B SWC 2006 Applicable from First full pay period 20 Dec 2007 \$	Column C SWC 2007 Applicable from First full pay period 20 Jan 2008 \$
Rendering Plant Operator	523.60	543.60	563.60
Assistant Rendering Plant Operator	516.10	536.10	556.10
Mill Hand	512.95	532.95	552.95
Cleaners & Labourers	496.55	516.55	536.55

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Explanation	Column A SWC 2005 Applicable from first full pay period 20 Nov 2007 \$	Column B SWC 2006 Applicable from first full pay period 20 Dec 2007 \$	Column C SWC2007 Applicable from first full pay period 20 Jan 2008 \$
1	3.4.1	Meal Allowance	7.75	8.00	8.30
2	4.2	Bagging Fertiliser	0.18	0.19	0.20
3	4.3	Fork Lift	2.06	2.14	2.23
4	25.3	Employer does not provide tools	0.18 p/ week	0.19 p/week	0.20 p/week
5	25.3	Employer does not provide tools	0.03 p/day	0.03 p/day	0.03 p/day

3. The 2005 State Wage Case shall take effect from the first full pay period to commence on or after 20 November 2007.
4. The 2006 State Wage Case shall take effect from the first full pay period to commence on or after 20 December 2007.
5. The 2007 State Wage Case shall take effect from the first full pay period to commence on or after 20 January 2008.

I. TABBAA, Commissioner

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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 and another.

(No. IRC 1135 and 1145 of 2007)

Before Commissioner Cambridge

19 July 2007

VARIATION

1. Delete subclause (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 2007. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete table 1 - Wage Rates of Part B Monetary Rates and insert in lieu thereof the following:

Table 1 - Wage Rates

Group No.	Description	Total Wage \$
1	Heel Bar Operative	557.50
2	Boot or Shoe Repairer	577.50
3	Bespoke Bootmaker	592.50
4	Surgical Bootmaker	607.50

3. Delete Items 1 and 2 from 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	4(ii)	Repair anatomical, surgical or orthopaedic boots or shoes	7.90 per week
2	11	Minimum loading Adult	3.50
		Junior	3.00

4. This variation shall take effect from the first full pay period commencing on or after 4 August 2007.

I. W. CAMBRIDGE, Commissioner

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 1366 of 2007)

Before Commissioner Murphy

24 September 2007

VARIATION

1. Delete subclause (iii) of clause 8, Rates of Pay and insert in lieu thereof the following:
 - (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent 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	541.10
Level 2	563.60
Level 3	584.50
Level 4	618.20
Level 5 (Bowling Club)	639.10
Level 5 (Golf Clubs)	659.90
Level 6 (Golf Clubs)	699.60
5 & ½ Day Worker	
Level 1	552.00
Level 2	574.50
Level 3	595.30
Level 4	629.00
Level 5 (Bowling Club)	649.90
Level 5 (Golf Club)	668.80
Level 6 (Golf Club)	710.50

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	309.10
2nd	58	358.55
3rd	68.5	423.45
4th	78	482.20
5 & ½ Day Week		
1st	50	314.50
2nd	58	364.80
3rd	68.5	430.85
4th	78	490.60

Table 3 - Other Rates and Allowances

Item No	Clause	Brief description	Amount
1	27	Motor vehicle allowance	\$0.53 per kilometre
2	17	Meal allowance	\$9.15
3	30	First Aid allowance	\$2.00 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	243.50	248.40
17 years and under 18 years	50	270.55	276.00
18 years and under 19 years	60	324.66	331.20
19 years and under 20 years	80	432.88	441.60
20 years and under 21 years	100	541.10	552.00

Note: These allowances are contemporary for expense related allowances as at 30 March 2007 and for work related allowances are inclusive of adjustment in accordance with the June 2007 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

- This variation shall take effect from the first full pay period to commence on or after 24 September 2007.

J. P. MURPHY, Commissioner

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**BREEDING AND RAISING OF PIGS, &c., EMPLOYEES (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 629 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

1. Insert at the end of clause 29, Area, Incidence and Duration of the award published 20 July 2001 (326 I.G. 371), the following new paragraphs.

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

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

R. W. HARRISON *D.P.*

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(050)

SERIAL C6255

BREEDING AND RAISING OF PIGS, &c., 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 1170 of 2007)

Before Commissioner Cambridge

5 November 2007

VARIATION

1. Insert after subparagraph (4) of paragraph (i) of subclause (b) Classification, of clause 2, Classification Structure and Definitions, of the award published 20 July 2001 (326 I.G. 371), the following new subparagraph:
 - (5) Shall progress from PA1 to PA2 after 3 months service unless deemed to be not competent to perform the duties at the higher level.
2. Delete subclause (i) of clause 3, Rates of Pay - Adults and Juniors, and insert in lieu thereof the following:
 - (i) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent over-award payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case increases 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	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Piggery Attendant Level 1	504.40	20.00	524.40
Piggery Attendant Level 2	521.10	20.00	541.10
Piggery Attendant Level 3	543.60	20.00	563.60
Piggery Attendant Level 4	564.55	20.00	584.55
Piggery Attendant Level 5	580.60	20.00	600.60
Senior Piggery Attendant Level 1	598.20	20.00	618.20
Senior Piggery Attendant Level 2	619.20	20.00	639.20

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	3(ii)	Leading Hand Allowance	20.70 per week	21.50 per week
2	18(i)	Meal Allowance	9.85 per meal	10.20 per meal
3	19	First-Aid Allowance	1.85 per day	1.90 per day

"Note": These allowances are contemporary for expense related allowances as at 30 March 2007 and for work related allowances are inclusive of adjustment in accordance with the 2007 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

4. This variation shall take effect from the first full pay period to commence on or after 1 October 2007.

I. W. CAMBRIDGE, Commissioner

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(001)

SERIAL C6211

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 1488 of 2007)

Before Commissioner Ritchie

8 October 2007

VARIATION

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

Classification	Weekly Rate	Relativity %
Construction Worker Level 8 (CW8)	722.60	125
Construction Worker Level 7 (CW7)	699.70	120
Construction Worker Level 6 (CW6)	678.90	115
Construction Worker Level 5 (CW5)	660.00	110
Construction Worker Level 4 (CW4)	639.20	105
Construction Worker Level 3 (CW3)	618.30	100
Construction Worker Level 2 (CW2)	599.60	96
Construction Worker Level 1 (CW1(d))	586.20	92.4
Construction Worker Level 1 (CW1(c))	574.60	90
Construction Worker Level 1 (CW1(b))	566.20	88
Construction Worker Level 1 (CW1(a))	553.70	85

Old Wage Group	New Wage Group	Hourly Rate
	\$	\$
Carpenter Diver	CW8	26.65
Foreperson (as defined)	CW8	23.40
Sub Foreperson	CW7	22.14
Carver	CW5	19.43
Special Class Tradesperson (Carpenter and/or Joiner, Stonemason)	CW5	19.43
Special Class Tradesperson (Plasterer)	CW5	19.31
Special Class Tradesperson (Bricklayer)	CW5	19.24
Marker or Setter Out (Artificial Stoneworker, Stonemason, Bridge and Wharf Carpenter, Carpenter and/or Joiner, Marble and Slateworker)	CW4	18.87
Marker or Setter Out (Caster, Fixer, Floorlayer Specialist, Plasterer)	CW4	18.75
Marker or Setter Out (Bricklayer, Tiler, Hard Floor Coverer)	CW4	18.67
Marker or Setter Out (Roof Tiler, Slate Ridger or Roof Fixer)	CW4	18.55
Marker or Setter Out (Painter)	CW4	18.36
Letter Cutter	CW4	18.87
Signwriter	CW4	18.36
Artificial Stoneworker, Carpenter and/or Joiner, Bridge and Wharf Carpenter, Marble and Slate Worker, Stonemason	CW3	18.30
Caster, Fixer, Floorlayer Specialist, Plasterer	CW3	18.18
Bricklayer, Tiler	CW3	18.10
Roof Tiler, Slate Ridger, Roof Fixer	CW3	17.98

Painter	CW3	17.79
Shophand	CW3	17.63
Quarryworker	CW3	17.63
Labourer (1) - Rigger, Dogger	CW3	17.63
Machinist	CW3	17.63
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	17.12
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 (malthead or similar material), Dump Cart Operator, Concrete Formwork stripper, Mobile Concrete Pump Hoseman or Line Hand	CW1(d)	16.76
Plasterer's Assistant	CW1(d)	16.76
Terrazzo Assistant	CW1(d)	16.76
Labourer (4) - Builders Labourer other than as specified herein)	CW1(c)	16.44

2. Delete the table appearing in paragraph (a) of subclause 24.3 of clause 24, Allowances and insert in lieu thereof the following:

24.3 Tool Allowance

- (a) A tool allowance shall be paid for all purposes of the Award to tradesperson and apprentices in their respective trades in accordance with the following table:

Trade	Tool Allowance \$
Artificial stoneworker, carpenter and/or joiner, carpenter-diver, carver, bridge and wharf carpenter, letter cutter, marble and slate worker, stonemason	24.70
Caster, fixer, floorlayer specialist, plasterer	20.40
Bricklayer, Tilelayer, Hard Floor Coverer	17.50
Rooflayer, Ridger or Roof Fixer	12.90
Signwriter, Painter	5.90

3. Delete the amounts of "\$68.40" and "\$3.40" appearing in paragraphs (a) and (c) of subclause 24.4 of clause 24, Allowances and insert in lieu thereof the following amounts of "\$69.80" and "\$3.50" respectively.
4. Delete the amount of \$10.90 appearing in subclause 24.6 of clause 24, Allowances and insert in lieu thereof the following:
- \$11.30
5. Delete the amount of "\$1402.00" appearing in subparagraph 24.7.2 (a) of 24, Allowances and insert in lieu thereof the following:
- \$1431.00
6. Delete the table appearing in subclause 37.12 of clause 37, Living Away From Home? Distant Work, and insert in lieu thereof the following:

37.12 Table of Allowances

Item No.	Clause No.	Description	Amount \$
1	37.3(b)	Living away from home weekly rate	390.20
2	37.3	Living away from home daily rate	55.80 p/d

3	37.4(a)(iii)	Meals while travelling	11.30 p/meal
4	37.4	Return journey	18.40
5	37.6 (a)	Returning to usual place of residence for a weekend while on distant work Apprentices and Builders' Labourers	31.20
6	37.7(b)	Weekly camping rate	156.00 p/w
7	37.7(b)	Daily camping rate	22.30 p/d

7. Delete the table appearing in subclause 38.12 of clause 38, Fares And Travel Patterns Allowance, and insert in lieu thereof the following:

38.12 Table of Fares and Travel Patterns Allowances

Item No.	Clause No.	Description	Amount \$
1	38.1.1(a)	Fares within the counties	15.40 p/d
2	38.1.1(b)	Fares within a 50 kilometre radius	15.40 p/d
3	38.4.1(b)	Use of own vehicle outside radial areas	0.44 p/km
4	38.8.2	Use of own vehicle transferring between sites	0.83 p/km
5	38.11.1	Apprentices fares	
		1st year	14.30 p/d
		2nd year	14.80 p/d
		3rd year	14.90 p/d
		4th year	15.10 p/d

8. This variation shall take effect from the beginning of the first pay period to commence on or after 8 October 2007

D.W. RITCHIE, Commissioner

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(084)

SERIAL C6218**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 1488 of 2007)

Before Commissioner Ritchie

8 October 2007

VARIATION

1. Delete Table 2 - Other Rates and Allowances of Part B, Monetary Rates of the award published 22 April 2005 (350 I.G. 345), and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1.	8(iii)	Overtime meal allowance	11.30 per meal
2.	8(iii)(a)	Meal interval	11.30 per meal
3.	10A(i)	Travel Allowance	15.40 per day
4.	10A(ii)	Travel within 50 km from depot	15.40 per day
5.	10 I (ii)	Transfer of Work Sites	0.83 cents per km
6.	10D(i)(b)	Excess travel	0.44 cents per km
7.	10M	Travelling time allowance	9.15 per week
8.	11(iii)(b)	Living away from home weekly rate	390.20 per week
9.	11(iii)(b)	Living away from home daily rate	55.80 per day
10.	11(v)(c)(iii)	Meals while travelling	11.30 p/meal
11.	11(vi)	Return journey	18.40
12.	11(xi)(b)	Weekly camping rate	156.00 per week
13.	11(xi)(b)	Daily camping rate	22.30 per day
14.	12A	Industry Allowance	23.50 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	0.47 per hour extra 0.53 per hour extra 0.62 per hour extra 0.79 per hour extra 0.97 per hour extra 1.02 per hour extra 1.17 per hour extra 1.34 per hour extra 1.41 per hour extra
16.	12C	Towers Allowance Up to 15 metres For every additional 15 metres	0.53 per hour 0.53 per hour
17.	12D(ii)	Dirty work	0.53 per hour extra

2. This variation shall take effect from the beginning of the first pay period to commence on or after 8 October 2007.

D.W. RITCHIE, Commissioner

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(058)

SERIAL C6212**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 1488 of 2007)

Before Commissioner Ritchie

8 October 2007

VARIATION

1. Delete Part B, Monetary Rates, of the award published 16 November 2001 (329 I.G. 577), 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	193.00	24.70	623.20
Bricklayers	367.30	38.20	191.00	17.50	614.00
Plumbers including: Gasfitters & Drainers	369.60	38.00	193.00	24.70	n/a
Painters, Including: Signwriters Marblers, Grainers & Artworkers	367.30	38.00	193.00	5.90	n/a

Builders Labourer

Classification	Previous Ordinary Weekly Rate \$	SWC Adjustments \$	Current Ordinary Weekly Rate \$
1. Rigger, Dogger	431.40	124.00	555.40
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	124.00	544.20
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	408.00	124.00	532.00

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			
4. Builder's labourer employed on work other than that specified in (1) to (3) hereof	384.20	147.20	531.40

Apprentices

Carpenters/Joiners/Bricklayers/Painters

	Indentured \$	Trainees \$
1st Year	208.70	234.10
2nd Year	305.20	342.60
3rd Year	404.10	444.10
4th Year	472.60	498.80

Plumbers

	\$	\$
1st Year	210.70	238.00
2nd Year	307.90	346.10
3rd Year	405.60	447.70
4th Year	477.00	503.70

Table 2 - Allowances

Item	Clause	Description	Amount \$
1	16.1	Tool Allowance	24.70 per week
	16.1	Carpenter/Joiner	17.50 per week
	16.2	Bricklayer	24.70 per week
	16.3	Plumber	5.90 per week
	16.4	Painter	0.50 per hour
2	16.2.2	Plumber - Registration Allowance	0.50 per hour
	16.2.2	Adjustments	0.27 per hour
	16.2.3	Ships Plumber	0.05 per hour
	16.3.2	Drainer (amount to be deducted)	0.43 per hour
	16.3.3	Signwriter	0.43 per hour
	16.3.4	Marbler and Grainer	0.34 per hour
	16.3.5	Ship Painter	13.45 per day
	16.3.6	Casual Ships Painter	0.74 per hour
16.3.7(a)	Signwriter, Grainer, Gilder on Ship work	0.42 per hour	
16.3.7(b)	Artworker Grade 2	0.76 per hour	
All Employees			
3	17.2.1	Artworker Grade 1	0.66 per hour
4	17.2.2	Insulation	0.66 per hour
		Hot Work between 46 and 54 degrees exceeding 54 degrees	0.53 per hour 0.66 per hour
5	17.2.3	Cold Work	0.53 per hour
6	17.2.4	Confined Spaces	0.66 per hour
7	17.2.5	Swing Scaffold	3.84
		first four hours every hour after	0.75 per hour
8	17.2.6	Wet Work	0.53 per hour

9	17.2.7	Dirty Work	0.53 per hour
10	17.2.8	Towers Allowance above 15 meters in height each additional 15 meters	0.53 per hour 0.53 per hour
11	17.2.9	Toxic Substances preparation and application when air conditioning plant not operating Close Proximity to employees so engaged	0.66 per hour 0.43 per hour 0.53 per hour
12	17.2.11	Computing Quantities All Trades except Plumbers Plumbers	3.84 per day 0.53 per hour
13	17.2.12	Asbestos Eradication	1.78 per hour
Carpenters, Joiners and Bricklayers Only			
14	17.3.1	Roof Work	0.66 per hour
15	17.3.2	Ship Repair	12.90 per week
16	17.3.3	Second Hand Timber	2.09 per day
17	17.3.4	Acid Work	1.40 per hour
18	17.3.5	Cleaning Down Brick Work	0.48 per hour
19	17.3.6	Bagging	0.48 per hour
20	17.3.7	Brick Cutting Machine	0.66 per hour
21	17.3.8	Heavy Blocks weighting over 5.5 kg and under 9 kg weighting over 9 kg and under 18 kg weighting over 18 kg	0.53 per hour 0.97 per hour 1.35 per hour
Carpenters, Joiners, Bricklayers and Painters			
22	17.4.1	Tunnel and Shaft	0.66 per hour
23	17.4.2	Furnace Work	1.40 per hour
24	17.4.3	Explosive Power Tools	1.26 per hour
Plumbers Only			
25	17.5.1	Chokages	6.04 per day
26	17.5.2	WC's Urinals	0.66 per hour
27	17.5.3	Height Work	0.53 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 then under 17.5.4(c)	0.67 per hour 0.88 per hour 0.48 per hour 0.70 per hour Min per day \$5.38 0.12 per hour
29	17.5.5	Using or in close proximity to Asbestos	0.66 per hour
30	17.5.6	Slaughter Yards	1.26 per hour
31	17.5.7	Roof Work	0.74 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	0.81 per hour 0.81 per hour 0.71 per hour 1.09 per hour 1.09 per hour 1.52 per hour
33	17.5.9 (a) (b) (c)	District Allowance	0.86 per hour 1.40 per hour 1.40 per hour
Ship Plumbers			
34	17.6.1	Ballast and Oil Tanks	0.66 per hour
34	17.6.2	Bilges	0.48 per hour
38	17.6.3	Diesel Engines	0.48 per hour

Painters			
37	17.7.2	Height Work	0.48 per hour
38	17.7.3	Use of Rigging or Scaffold Certificate	0.53 per hour
39	17.7.4	Spray Allowance	0.53 per hour
40	17.7.5	Power Tools	0.53 per hour
Builders Labourers			
41	16.4.2	Builders Labourer engaged on maintenance	13.97 per week
	16.4.3	Builders Labourer other than on maintenance	9.36 per week
42	17.8.1	Work on Acid Resistant Brick Work	0.50 per hour
	17.8.2	Boilers, furnaces, Kilns, etc	0.50 per hour
43	17.9.1	Apprentices use of Rigging or Scaffold Certificate	0.53 per hour
44	18	<p>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</p> <p>Plumbers In charge of: up to 2 journeypersons 3 to 5 journey persons 5 to 10 journeypersons over 10 journeypersons</p> <p>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)</p> <p>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</p>	<p>Per week</p> <p>15.10 per week 33.10 per week 42.20 per week 56.30 per week</p> <p>0.72 per hour 0.85 per hour 1.09 per hour 1.40 per hour</p> <p>6.64 per day 8.28 per day 11.32 per day</p> <p>27.40 per week 34.30 per week 46.30 per week</p>
45	20.3.2	Ships Work - Special Places	0.48 per hour
46	20.3.3	Insulations with granulated cork	0.48 per hour
47	20.4	Removal Bitumous Compounds	0.48 per hour
48		Industry Allowance	23.50
49	15.2	Overtime Meal Allowance	11.30 per meal
50	22.3.1(b)	Living Away from Home - Weekly	390.20 per week
51	22.3.1(c)	Living Away from Home - Daily	55.80 per day
52	22.4.1(a)(iii)	Travel Expenses - Meal	11.30 per meal
	22.4.1(b)(i)	Return Journey	18.70 per occasion
54	22.6.5	Weekend Return Home	31.80 per occasion
55	24.1.1	First Aid Allowance	2.19 per day
56	26.2.1	Loss of Tools and Clothing	1431.00

2. This variation shall take effect from the beginning of the first pay period to commence on or after 8 October 2007.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

**CEMENT MIXERS AND CONCRETE WORKERS, CENTRAL BATCH
PLANTS (STATE) CONSOLIDATED AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 867 of 2007)

Before Mr Deputy President Grayson

26 July 2007

REVIEWED AWARD

1. Insert at the end of clause 33, Area, Incidence and Duration of the award published 12 January 2001 (321 I.G. 546), the following new paragraphs.

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

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

2. Delete the words "22(i)" appearing in Item 12 of Table 2 - Allowances and Other Matters in Part B, Monetary Rates and substitute with "22(iii)".

J. P. GRAYSON *D.P.*

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CEMENT MIXERS AND CONCRETE WORKERS, CENTRAL BATCH PLANTS (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1981 of 2007)

Before Commissioner Ritchie

9 November 2007

VARIATION

1. Delete clause 4, Arbitrated Safety Net Adjustment, of the award 12 January 2001 (321 I.G. 546), and insert in lieu thereof the following:

4. Arbitrated Safety Net Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:

- (i) any equivalent overaward payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Wages

Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Grade 1 - Trainee	564.00	20.00	584.00
Grade 2 - Plant Assistant	583.30	20.00	603.30
Grade 3 - Batching	613.60	20.00	633.60
Grade 3(a) - Single Batcher in a manual plant with more than 15 delivery vehicles	621.00	20.00	641.00
Grade 3(b) Field Sampling and Testing	621.60	20.00	641.60
Grade 4(a) Country Batch Plant Operator in plant with up to 9 delivery vehicles	627.90	20.00	647.90
Grade 4(b) Country Batch Plant Operator in plant with more than 9 and up to 15 delivery vehicles	635.90	20.00	655.90
Grade 5(a) Allocating plant with up to 9 delivery vehicles	627.90	20.00	647.90
Grade 5(b) Allocating Plant with more than 9 and up to 15 delivery vehicles	635.80	20.00	655.80
Grade 5(c) Allocating plant with more than 15 delivery vehicles	641.30	20.00	661.30

Grade 6(a) Allocating and batching plant with up to 9 delivery vehicles	635.80	20.00	655.80
Grade 6(b) Allocating and batching plant with more than 9 and up to 15 delivery vehicles	641.30	20.00	661.30
Grade 6(c) Allocating and batching plant with more than 15 delivery vehicles.	652.10	20.00	672.10

Table 2 - Allowances and Other Matters

Item No	Clause No	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	3(ii)	Leading Hands - In Charge of more than 2 and up to and including 5 employees and/or delivery trucks.	19.90	20.70
2	3(ii)	In charge of more than 5 and up to and including 10 employees and/or delivery trucks	22.15	23.05
3	3(ii)	In charge of more than 10 employees and/or delivery vehicles	30.15	31.35
4	3(iii)	Industry Allowance	21.95	22.85
5	16(viii)(a)(2)(B)	Attends work but is not required	1.45	1.50
6	17(iv)(a)	Board and lodging	377.05	389.85
7	17(iv)(b)	Living expenses maximum	377.05	389.85
8	17(vi)	Meal Allowance en route	10.95	11.35
9	17(vi)	Bed Allowance	54.20	56.05
10	19(iii)	First-Aid Allowance	2.15	2.25
11	22(i)	Travel Allowance	0.78 per km	0.78 per km
12	22(iii)	Travel Allowance	0.78 per km	0.78 per km
13	23(i),(iii)	First Meal	10.95	11.35
14	23(i),(iii)	Subsequent meal	9.25	9.60
15	29(iv)	Laundry Allowance	9.60	9.90

"Note": These allowances are contemporary for expense related allowances as at 30th March 2007 and for work related allowances are inclusive of adjustments in accordance with the June 2007 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 9 November 2007.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

**CHARITABLE INSTITUTIONS (PROFESSIONAL PARAMEDICAL
STAFF) (STATE) AWARD 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 730 of 2007)

Before Mr Deputy President Grayson

23 July 2007

REVIEWED AWARD

1. Delete subclause 35.5 and 35.6 of clause 35, Area, Incidence and Duration of the award published 31 August 2001 (327 I.G. 399), and insert in lieu thereof the following:
 - 35.5 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 23 July 2007.
 - 35.6 This award remains in force until varied or rescinded, the period for which it was made already having expired.

J. P. GRAYSON *D.P.*

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CHARITABLE INSTITUTIONS (PROFESSIONAL PARAMEDICAL STAFF) (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 1802 of 2007)

Before Commissioner McLeay

8 October 2007

VARIATION

1. Delete subclause 3.10 of clause 3, Salaries, of the published 31 August 2001, (327 I.G. 399), and insert in lieu thereof the following:
 - 3.10 The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent over-award payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustment.

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

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Current Rate \$/week	SWC 2007 Adjustment \$/week	Wage Rate as from 8.10.2007 \$/week
Scientific Officer			
1 st year of service	664.20	20.00	684.20
2 nd year of service	682.40	20.00	702.40
3 rd year of service	713.30	20.00	733.30
4 th year of service	750.10	20.00	770.10
5 th year of service	789.40	20.00	809.40
6 th year of service	826.30	20.00	846.30
7 th year of service	855.70	20.00	875.70
8 th year of service & thereafter	877.80	20.00	897.80
Senior Scientific Officer			
1 st year of service	930.90	20.00	950.90
2 nd year of service	956.30	20.00	976.30
3 rd year of service	978.10	20.00	998.10
4 th year of service	1,000.00	20.00	1,020.00
5 th year of service	1,022.70	20.00	1,042.70
6 th year of service	1,051.40	20.00	1,071.40
7 th year of service	1,078.00	20.00	1,098.00
8 th year of service & thereafter	1,101.10	20.00	1,121.10

Senior Scientific Officer in Charge In charge of a section of a laboratory			
1 st year	930.90	20.00	950.90
2 nd year	956.30	20.00	976.30
3 rd year & thereafter	978.10	20.00	998.10
In charge of a laboratory of an agency having an ADA of			
Less than 200 ADA			
1 st year	1,000.00	20.00	1,020.00
2 nd year	1,022.70	20.00	1,042.70
3 rd year & thereafter	1,051.40	20.00	1,071.40
More than 200 ADA			
1st year	1,051.40	20.00	1,071.40
2 nd year	1,078.10	20.00	1,098.10
3rd year & thereafter	1,101.10	20.00	1,121.10
Principal Scientific Officer			
1st year of service	1,131.50	20.00	1,151.50
2 nd year of service	1,155.50	20.00	1,175.50
3rd year of service	1,181.70	20.00	1,201.70
4th year of service	1,205.80	20.00	1,225.80
5th year of service	1,230.60	20.00	1,250.60
6th year of service	1,255.50	20.00	1,275.50
7th year of service	1,280.30	20.00	1,300.30
8th year of service	1,305.50	20.00	1,325.50
9th year of service	1,330.10	20.00	1,350.10
10th year of service & thereafter	1,355.80	20.00	1,375.80
Trainee Scientific Officer			
1st year of service	440.90	20.00	460.90
2 nd year of service	484.00	20.00	504.00
3rd year of service	504.70	20.00	524.70
4th year of service	552.50	20.00	572.50
5th year of service	602.40	20.00	622.40
6th year of service	642.90	20.00	662.90
Medical Records Administrator			
Grade 1	655.40	20.00	675.40
Grade 2	665.60	20.00	685.60
Grade 3	675.60	20.00	695.60
Grade 4	685.20	20.00	705.20
Grade 5	698.30	20.00	718.30
Grade 6	709.40	20.00	729.40
Grade 7	721.90	20.00	741.90
Grade 8	751.80	20.00	771.80
Nurse Counsellor			
1st year of service	655.20	20.00	675.20
2 nd year of service	678.20	20.00	698.20
3rd year of service	709.40	20.00	729.40
4th year of service	737.60	20.00	757.60
5th year of service	770.60	20.00	790.60
6th year of service	797.70	20.00	817.70
7th year of service	821.10	20.00	841.10
8th year of service	841.30	20.00	861.30
9th year of service	873.70	20.00	893.70
Dental Officer			
On appointment			
Less than 2 years service	753.00	20.00	773.00
with 2 and less than 4 years service	802.10	20.00	822.10
with 4 and less than 5 years service	847.10	20.00	867.10
with 5 or more years' service	899.10	20.00	919.10

on completion of 12 months on maximum of scale-			
1st year	951.60	20.00	971.60
2 nd year	1,001.20	20.00	1,021.20
Senior Dentist			
1st year	1,030.70	20.00	1,050.70
2 nd year	1,059.20	20.00	1,079.20
Dental Chairsides Assistant			
1st year of service	385.60	20.00	405.60
2 nd year of service	415.60	20.00	435.60
3rd year of service	443.80	20.00	463.80
4th year of service	476.80	20.00	496.80
5th year of service	502.90	20.00	522.90
6th year of service	535.70	20.00	555.70
7th year of service	549.20	20.00	569.20
8th year of service	557.20	20.00	577.20
9th year of service	564.50	20.00	584.50
Dietitians			
General Scale			
1st year of service	682.40	20.00	702.40
2 nd year of service	713.30	20.00	733.30
3rd year of service	750.10	20.00	770.10
4th year of service	789.40	20.00	809.40
5th year of service	826.30	20.00	846.30
6th year of service	855.70	20.00	875.70
7th year of service	877.80	20.00	897.80
Grade 1			
1st year	930.90	20.00	950.90
2 nd year	956.30	20.00	976.30
Therapists (other than Speech Pathologists) Salaries			
1st year of service	664.20	20.00	684.20
2 nd year of service	682.40	20.00	702.40
3rd year of service	713.30	20.00	733.30
4th year of service	750.10	20.00	770.10
5th year of service	789.40	20.00	809.40
6th year of service	826.30	20.00	846.30
7th year of service	855.70	20.00	875.70
8th year of service & thereafter	877.80	20.00	897.80
Speech Pathologists			
1st year of service	664.20	20.00	684.20
2 nd year of service	682.40	20.00	702.40
3rd year of service	713.30	20.00	733.30
4th year of service	750.10	20.00	770.10
5th year of service	789.40	20.00	809.40
6th year of service	826.30	20.00	846.30
7th year of service	855.70	20.00	875.70
8th year of service & thereafter	877.80	20.00	897.80
Audiologists			
1st year of service	649.50	20.00	669.50
2 nd year of service	672.40	20.00	692.40
3rd year of service	703.80	20.00	723.80
4th year of service	734.10	20.00	754.10
5th year of service	766.40	20.00	786.40
6th year of service	796.50	20.00	816.50
7th year of service	820.80	20.00	840.80
8th year of service	844.30	20.00	864.30
9th year of service	873.30	20.00	893.30

Psychologists			
1st year of service	650.20	20.00	670.20
2 nd year of service	672.80	20.00	692.80
3 rd year of service	703.40	20.00	723.40
4 th year of service	733.00	20.00	753.00
5 th year of service	765.60	20.00	785.60
6 th year of service	796.00	20.00	816.00
7 th year of service	819.80	20.00	839.80
8 th year of service	872.50	20.00	892.50
Clinical Psychologists			
1st year of service	843.50	20.00	863.50
2 nd year of service	885.60	20.00	905.60
3 rd year of service	924.60	20.00	944.60
4 th year of service	967.10	20.00	987.10
5 th year of service	1,006.30	20.00	1,026.30

Table 2 - Allowances

Item No.	Clause No.	Allowance	Amount from 8.10.2007 \$
1	3.1 (d)	Qualification Allowance	37.10 p/wk
2	3.8 (c)	Audiologist's Allowance	46.00 p/wk
3	3.7 (c)	In Charge Allowance In charge of 1 to 5 other therapists of the same discipline In charge of 6 to 9 other therapists of the same discipline In charge of 10 to 19 other therapists of the same discipline In charge of 20 or more other therapists of the same discipline	105.90 p/wk 142.10 p/wk 172.20 p/wk 203.10 p/wk
4	3.7 (c)	Senior Assistant's Allowance	21.00 p/wk
5	3.7 (c)	Location Responsibility Allowance Responsible for 4 to 5 other therapists of the same discipline Responsible for 6 to 9 other therapists of the same discipline Responsible for 10 or more therapists of the same discipline	42.30 p/wk 62.40 p/wk 77.80 p/wk
6	3.7 (c)	Sole Therapist's Allowance	30.90 p/wk
7	7.2	Scientific Officers - On-Call Allowance	11.20 p/on-call
8	7.3	Therapists - On-Call Allowance	7.40 p/on-call 36.80 p/wk
9	7.4	Medical Records Administrators-On-Call Allowance	7.40 p/on-call 36.80 p/wk
10	10.2 (a)	Breakfast Allowance	6.00 p/shift
11	10.2 (b)	Evening Meal Allowance	10.00 p/shift
12	10.2 (c)	Luncheon Allowance	8.00 p/shift
13	21.2	Travelling Allowance	0.526 p/kilometre
14	22.3	Uniform Allowance	1.66 p/wk
15	22.4	Laundry Allowance	0.94 p/wk

3. This variation shall take effect from the first pay period to commence on or after 8 October 2007.

J. McLEAY, Commissioner

CHARITABLE INSTITUTIONS (PROFESSIONAL STAFF SOCIAL WORKERS) (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 779 of 2007)

Before Mr Deputy President Grayson

24 July 2007

REVIEWED AWARD

1. Delete subclauses 32.4 and 32.5 of clause 32, Area, Incidence and Duration of the award published 26 November 1999 (312 I.G. 341) and insert in lieu thereof the following:
 - 32.4 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 24 July 2007.
 - 32.5 This award remains in force until varied or rescinded, the period for which it was made already having expired.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

CHARITABLE INSTITUTIONS (PROFESSIONAL STAFF SOCIAL WORKERS) (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 1797 of 2007)

Before Commissioner McLeay

8 October 2007

VARIATION

1. Delete subclause 3.2 of clause 3, Salaries, of the award published 26 November 1999 (312 I.G. 341) and insert in lieu thereof the following:
 - 3.2 The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent over-award payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustment.
2. Delete Table 1 - Salaries, of Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

Table 1 - Salaries

Classification	Current Rate per week \$	SWC 2007 Adjustment per week \$	Wage Rate as from 8/10/07 per week \$
1st year of scale	655.00	20.00	675.00
2nd year of scale	677.80	20.00	697.80
3rd year of scale	709.10	20.00	729.10
4th year of scale	737.30	20.00	757.30
5th year of scale	770.50	20.00	790.50
6th year of scale	797.10	20.00	817.10
7th year of scale	820.40	20.00	840.40
8th year of scale	842.90	20.00	862.90
9th year of scale & thereafter	873.20	20.00	893.20
Grade 1	913.30	20.00	933.30
Senior	967.50	20.00	987.50

3. This variation shall take effect from the first pay period to commence on or after 8 October 2007.

J. McLEAY, Commissioner

(714)

SERIAL C6225

CHARITABLE SECTOR AGED AND DISABILITY CARE SERVICES (STATE) AWARD 2003

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 1803 of 2007)

Before Commissioner McLeay

15 October 2007

VARIATION

1. Insert after subclause (ii) of clause 41, Apprentices, of the award published 7 May 2004 (344 I.G. 331) the following new subclause (iii), and renumber existing subclauses (viii) to (xi) to read as (xi) to (xii) accordingly:
 - (iii) Wages for school based apprentice
 - (a) The hourly rates for full-time apprentices are set out in this award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the job training.
 - (b) For the purposes of subclause (a) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week. The wages paid for training time may be averaged over the school term or year.
 - (c) Where this award specifies a weekly rate for full-time apprentices the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
2. Delete Tables 1 and 2 of Part B, and insert in lieu thereof the following:

PART B

Table 1 - Monetary Rates

Classifications	Current Rate \$/week	Award Variation Adjustment \$/week	Wage Rate as from 17.10.07 \$/week
Care Service Employees			
New Entrant Grade 1 Junior	489.30	4.0%	508.90
Grade 1	574.00	20.00	594.00
Grade 2	611.30	20.00	631.30
Grade 3	649.10	20.00	669.10
Grade 4			
- Level 1	683.97	20.00	703.97
- Level 2	744.00	20.00	764.00
Grade 5 from	795.00	20.00	815.00
to	1,184.10	20.00	1,204.10
<p>Note: Employees classified and paid as Recreational Activities Officers as at 10 November 1998 be reclassified in accordance with the new definitions of Care Service Employee. Employees reclassified at Grade 2 by virtue of the above exercise shall be paid at Grade 3 from the effective date of this award, and continue to be so paid whilst employed in the provision of recreational activities by their current employer. These employees may be required to perform the duties of a Level 3 Care Services Employee where they have the skill and competence to do so.</p>			

Note: Salary Band-Grade 5 - Employers and employees may negotiate a rate within the salary band as shown. For the purposes of this award, the rate so negotiated shall be deemed to be the employee's award rate of pay. Salaries in excess of the salary band may also be negotiated between the parties.			
Maintenance Supervisors - Maintenance Supervisor (Otherwise) Maintenance Supervisor (Otherwise) - in charge of staff	678.90 694.10 738.00	20.00 20.00 20.00	698.90 714.10 758.00
Catering Officer Trainee Catering Officer - 1st year 2nd year 3rd year Assistant Catering Officer - 80-120 beds 120-300 beds 300-500 beds 500-1000 beds Catering Officer - 80-120 beds 120-200 beds 200-300 beds 300-500 beds 500-1000 beds	598.40 609.60 622.40 628.60 670.90 721.20 741.10 701.40 721.20 741.10 779.00 842.50	20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00 20.00	618.40 629.60 642.40 648.60 690.90 741.20 761.10 721.40 741.20 761.10 799.00 862.50
Diversional Therapist 1st year of experience 2nd year of experience 3rd year of experience 4th year of experience 5th year of experience and thereafter	625.20 657.30 689.00 720.70 751.10	20.00 20.00 20.00 20.00 20.00	645.20 677.30 709.00 740.70 771.10
Apprentices Apprentice Cook - 1st year 2nd year 3rd year Apprentice Gardener - 1st year 2nd year 3rd year 4th year	389.50 535.50 600.40 324.60 389.50 519.30 584.20	60% of CSE3 82.5% of CSE3 92.5% of CSE3 50% of CSE3 60% of CSE3 80% of CSE3 90% of CSE3	401.50 552.00 618.90 344.60 401.50 535.30 602.20
Homecare Employees Homecare Employee - Grade 1 Grade 2 Grade 3 Live-in Housekeeper - Grade 1 Grade 2 Grade 3	577.60 606.80 650.20 750.90 849.50 998.10	20.00 20.00 20.00 130% of Home Care-Grade 1 140% of Home Care-Grade 2 refer formula	597.60 626.80 670.20 776.90 877.50 1017.00
Clerical & Administrative Employees Juniors - At 16 years of age and under At 17 years of age At 18 years of age At 19 years of age At 20 years of age	312.40 354.20 406.20 457.60 504.50	4.00% 4.00% 4.00% 4.00% 4.00%	324.90 368.40 422.40 475.90 524.70

Adults -			
Grade 1	621.20	20.00	641.20
Grade 2	659.30	20.00	679.30
Grade 3	699.10	20.00	719.10
Grade 4	731.00	20.00	751.00
Grade 5	764.90	20.00	784.90
Note 1: Any employee paid on a classification/grade carrying a higher wage rate as at 10 November, 1998 shall have the difference between the higher rate and the new agreed grade/rate preserved whilst remaining to undertake the duties associated with the classification held prior to the date referred to above.			
Note 2: Clerks who are paid at a grade above that of Grade 5 as at 10 November, 1998 shall have the difference between that grade and the new agreed grade preserved whilst employed in a clerical position with their current employer.			

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description		Amount from 17.10.07 \$
1	7(xi)(c)	Broken Shift	Per shift	7.59
2	9(iii)(a)	Overtime - Breakfast	Per meal	11.02
3	9(iii)(b)	Overtime - Luncheon	Per meal	14.25
4	9(iii)(c)	Overtime - Evening Meal	Per meal	20.80
5	10(iii)(b)	Overtime - recall use of own vehicle	Per klm	0.30
6	10(iii)(c)	On Call Allowance	Per day (24 hrs)	12.30
7	14(i)	Climatic & Isolation Allowance	Per week	4.92
8	14(ii)	Climatic & Isolation Allowance	Per week	9.29
9	17(i)(a)	Cleaning/Scraping Work - confined space	Per hour	0.47
10	17(i)(b)	Cleaning/Scraping Work - boiler/flue	Per hour	0.75
11	17(iii)	Linen Handling - nauseous nature	Per hour	0.22
12	17(v)	Use of own vehicle **	Per week	0.58
13	17(ix)	Laundry and Dry Cleaning Certificate Allowance	Per week	8.17
14	28(ii)	Leading Hand Allowance - in charge 2-5 employees	Per week	20.11
15	28(ii)	Leading Hand Allowance - in charge 6-10 employees	Per week	28.74
16	28(ii)	Leading Hand Allowance - in charge 11-15 employees	Per week	36.30
17	28(ii)	Leading Hand Allowance - in charge 16-19 employees	Per week	44.35
18	30(i)(c)	Uniform Allowance	Per week	5.64
19	30(i)(d)	Special Type Shoes Allowance	Per week	1.75
20	30(i)(e)	Cardigan or Jumper Allowance	Per week	1.68
21	30(i)(f)	Laundry Allowance - Uniform	Per week	4.69
22	31(ii)(d)	Sleepover Allowance	Per shift	37.40
23	41(vi)	Apprentice - TAFE Examination Allowance	Per week	1.75

3. This variation shall take effect from the first pay period to commence on or after 17 October 2007.

J. McLEAY, Commissioner

CHARITABLE, AGED AND DISABILITY CARE SERVICES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 1796 of 2007)

Before Commissioner McLeay

8 October 2007

VARIATION

1. Delete Table 1 and Table 2 of Part B, Monetary Rates, of the award published 21 June 2002 (334 I.G. 601), and insert in lieu thereof the following:

PART B

Table 1 - Monetary Rates

Classifications	Current Rate per week \$	Award variation per week \$	Wage Rate as from 8.10.07 per week \$
Care Service Employees:			
New Entrant Grade 1 Junior	489.30	4.0%	508.90
Grade 1	574.00	20.00	594.00
Grade 2	611.30	20.00	631.30
Grade 3	649.10	20.00	669.10
Grade 4			
- Level 1	683.97	20.00	703.97
- Level 2	744.00	20.00	764.00
Grade 5 from	795.00	20.00	815.00
to	1,184.10	20.00	1,204.10
<p>Note: Employees classified and paid as Recreational Activities Officers as at 10 November 1998 be reclassified in accordance with the new definitions of Care Service Employee. Employees reclassified at Grade 2 by virtue of the above exercise shall be paid at Grade 3 from the effective date of this award, and continue to be so paid whilst employed in the provision of recreational activities by their current employer. These employees may be required to perform the duties of a Level 3 Care Services Employee where they have the skill and competence to do so.</p>			
<p>Note: Salary Band - Grade 5 - Employers and employees may negotiate a rate within the salary band as shown. For the purposes of this award, the rate so negotiated shall be deemed to be the employee's award rate of pay. Salaries in excess of the salary band may also be negotiated between the parties.</p>			
Maintenance Supervisors -			
Maintenance Supervisor (Otherwise)	678.90	20.00	698.90
Maintenance Supervisor (Otherwise) - in charge of staff	694.10	20.00	714.10
Maintenance Supervisor (Tradesperson)	738.00	20.00	758.00
Catering Officer:			
Trainee Catering Officer -			
1st year	598.40	20.00	618.40
2nd year	609.60	20.00	629.60
3rd year	622.40	20.00	642.40

Assistant Catering Officer - 80-120 beds	628.60	20.00	648.60
120-300 beds	670.90	20.00	690.90
300-500 beds	721.20	20.00	741.20
500-1000 beds	741.10	20.00	761.00
Catering Officer - 80-120 beds	701.40	20.00	721.40
120-200 beds	721.20	20.00	741.20
200-300 beds	741.10	20.00	761.10
300-500 beds	779.00	20.00	799.00
500-1000 beds	842.50	20.00	862.50
Diversional Therapist: 1st year of experience	625.20	20.00	645.20
2nd year of experience	657.30	20.00	677.30
3rd year of experience	689.00	20.00	709.00
4th year of experience	720.70	20.00	740.70
5th year of experience and thereafter	751.10	20.00	771.10
Apprentices: Apprentice Cook - 1st year	389.50	60% of CSE3	401.50
2nd year	535.50	82.5% of CSE3	552.00
3rd year	600.40	92.5% of CSE3	618.90
Apprentice Gardener 1st year	324.60	50% of CSE3	344.60
2nd year	389.50	60% of CSE3	401.50
3rd year	519.30	80% of CSE3	535.50
4th year	584.20	90% of CSE3	602.20
Homecare Employees: Homecare Employee - Grade 1	577.60	20.00	597.60
Grade 2	606.80	20.00	626.80
Grade 3	650.20	20.00	670.20
Live-in Housekeeper - Grade 1	750.90	130% of Home Care-Grade 1	776.90
Grade 2	849.50	140% of Home Care-Grade 2	877.50
Grade 3	998.10	refer formula	1017.00
Clerical & Administrative Employees: Juniors - At 16 years of age and under	312.40	4.00%	324.90
At 17 years of age	354.20	4.00%	368.40
At 18 years of age	406.20	4.00%	422.40
At 19 years of age	457.60	4.00%	475.90
At 20 years of age	504.50	4.00%	524.70
Adults Grade 1	621.20	20.00	641.20
Grade 2	659.30	20.00	679.30
Grade 3	699.10	20.00	719.10
Grade 4	731.00	20.00	751.00
Grade 5	764.90	20.00	784.90

Note 1:

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

Note 2:

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

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description		Amount from 8.10.07 \$
1	7(xi)(c)	Broken Shift	per shift	7.59
2	9(ii)(a)	Overtime - Breakfast	per meal	11.02
3	9(ii)(b)	Overtime - Luncheon	per meal	14.25
4	9(ii)(c)	Overtime - Evening Meal	per meal	20.80
5	10(iii)(b)	Overtime - recall use of own vehicle	per klm	0.30
6	10(iii)(c)	On Call Allowance	per day (24 hrs)	12.30
7	14(i)	Climatic and Isolation Allowance	per week	4.92
8	14(ii)	Climatic and Isolation Allowance	per week	9.29
9	17(i)(a)	Cleaning/Scraping Work - confined space	per hour	0.47
10	17(i)(b)	Cleaning/Scraping Work - boiler/flue	per hour	0.75
11	17(iii)	Linen Handling - nauseous nature	per hour	0.22
12	17(v)	Use of Own Vehicle	per klm	0.58
13	17(ix)	Laundry and Dry Cleaning Certificate Allowance	per week	8.17
14	28(ii)	Leading Hand Allowance - in charge 2-5 employees	per week	20.11
15	28(ii)	Leading Hand Allowance - in charge 6-10 employees	per week	28.74
16	28(ii)	Leading Hand Allowance - in charge 11-15 employees	per week	36.30
17	28(ii)	Leading Hand Allowance - in charge 16-19 employees	per week	44.35
18	30(i)(c)	Uniform Allowance	per week	5.64
19	30(i)(d)	Special Type Shoes Allowance	per week	1.75
20	30(i)(e)	Cardigan or Jumper Allowance	per week	1.68
21	30(i)(f)	Laundry Allowance - Uniform	per week	4.69
22	31(ii)(d)	Sleepover Allowance	per shift	37.40
23	41(vi)	Apprentice - TAFE Examination Allowance	per week	1.75

2. This variation shall take effect from the first full pay period to commence on or after 8 October 2007.

J. McLEAY, Commissioner

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**CHARITABLE, AGED AND DISABILITY CARE SERVICES (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1606 of 2007)

Before Commissioner Connor

29 November 2007

REVIEWED AWARD

1. Delete subclauses (vi) and (vii) of clause 51, Area, Incidence and Duration of the award published 21 June 2002 (334 I.G. 601) and insert in lieu thereof the following:
 - (vi) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 23 November 2007.
 - (vii) This award remains in force until varied or rescinded, the period for which it was made already having expired.

P. J. CONNOR, Commissioner

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CLUB EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1569 of 2007)

Before Commissioner Cambridge

13 December 2007

REVIEWED AWARD

1. Insert in the Table of Provisions of Part A - Preliminary of the award published 26 November 2004 (347 I.G. 431), the following new clause number and subject matter after clause 1, Area, Incidence and Duration to read as follows:

1A. Award Review

2. Insert after clause 1, Area Incidence and Duration the following new clause:

1A. Award Review

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 13 December 2007.

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

I. W. CAMBRIDGE, Commissioner

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COLD STORAGE AND ICE EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 761 of 2007)

Before Mr Deputy President Grayson

24 July 2007

REVIEWED AWARD

1. Delete the third and fourth paragraphs of clause 29, Area, Incidence and Duration of the award published on 1 June 2001 (325 I.G. 69) and insert in lieu thereof the following:

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

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

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

COMMUNITY PHARMACY (STATE) AWARD 2001

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1135 and 1145 of 2007)

Before Commissioner Cambridge

19 July 2007

VARIATION

1. Delete subclause 13.6, of clause 13, Wages Per Week of 38 Hours, of the award published 21 December 2001 (330 I.G. 597), and insert in lieu thereof the following:
 - 13.6 The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Wages of Part B, Monetary Rates and insert in lieu thereof the following:

Table 1 - Wages

Description	Total Rate per week \$
Pharmacist	783.10
Pharmacist after first year of experience	824.80
Experienced Pharmacist	862.50
Pharmacist In Charge	
Grade 1	883.40
Grade 2	904.20
Grade 3	946.00
Pharmacist Manager	
Grade 1	987.70
Grade 2	1,029.40
Grade 3	1,071.10
Pharmacist Trainee	
First 6 months	618.20
Second 6 months	643.20
Pharmacy Student	
First year of course	531.40
Second year of course	532.80
Third year of course	574.50

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

Item No.	Clause No.	Brief Description	Amount \$
3	15.5.2	Living Away from Home Allowance	9.63 per day

4. This variation shall take effect from the first full pay period commencing on or after 4 August 2007.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

CONCRETE PIPE AND CONCRETE PRODUCTS FACTORIES CONSOLIDATED (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 869 of 2007)

Before Mr Deputy President Grayson

26 July 2007

REVIEWED AWARD

1. Insert at the end of clause 40, Area, Incidence and Duration of the award published 29 June 2001 (325 I.G. 929) the following new paragraphs.

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

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

2. Delete the words "other than the" appearing in Item 2, of Table 2, Other Rates and Allowances in Part B, Monetary Rates, and insert in lieu thereof the following:

"other than for tile factories"

3. Delete the reference to clause "35" appearing in Item 17, of Table 2, and insert in lieu thereof the following:

"34"

J. P. GRAYSON *D.P.*

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CONCRETE PIPE AND CONCRETE PRODUCTS FACTORIES CONSOLIDATED (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1866 of 2007)

Before Commissioner Tabbaa

17 October 2007

VARIATION

1. Delete subclause (d) of clause 4, Rates of Pay of the award published 29 June 2001 (325 I.G. 929), and insert in lieu thereof the following:
 - (d) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (A) any equivalent overaward payments; and/or
 - (B) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

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

PART B

MONETARY RATES

Table 1 - Wages

Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Level 1	527.40	20.00	547.40
Level 2	531.50	20.00	551.50
Level 3	543.60	20.00	563.60
Level 4	564.50	20.00	584.50
Level 5	598.20	20.00	618.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	8(viii)	Leading Hands in charge of - 2 employees 3-6 employees more than 6 employees	15.00 19.80 23.75	15.60 20.60 24.70
2	8(i)	Industry allowance (other than tile factories)	15.10 p/wk	15.70 p/wk
3	8(i)	Industry allowance for tile factories	9.90 p/wk	10.30 p/wk
4	8(ii)	Lumpers of cement/concrete articles	0.43 p/hr	0.45 p/hr
5	8(ii)	Preparing/Applying epoxy based materials	0.59 p/hr	0.61 p/hr
6	8(iii)	Sand blasting	0.59 p/hr	0.61 p/hr

7	8(iv)	Working in the rain	0.21 p/hr	0.22 p/hr
8	8(v)	Bituminous preparations	0.43 p/hr	0.45 p/hr
9	8(vi)	Slurry work	1.27 p/day	1.32 p/day
10	8(vii)	Wet money	1.45 p/day	1.51 p/day
11	12(d)	Meal allowance	10.75 p/meal	11.20 p/meal
12	24(b)	First-aid	2.20 p/day	2.29 p/day
13	27(iv)(a)	Country work (7days)	292.30 p/wk	299.30 p/wk
14	27(iv)(b)	Country work (broken week)	41.75 p/night	42.75 p/night
15	31(a)(ii) 31(b)(ii)	Clothing Boots	1.64 p/wk 2.05p/wk	1.71 p/wk 2.13 p/wk
16	Appendix 1	Fork lift Allowance	5.10 per week	5.30 per
17	35	Loss of clothing - maximum of	556.90	579.70

"Note": These allowances are contemporary for expense related allowances as at 30 June 2007 and for work related allowances are inclusive of adjustment in accordance with the June 2007 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 27 October 2007.

I. TABBAA, Commissioner

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**COOMA CHALLENGE LIMITED BUSINESS SERVICES (STATE)
AWARD, THE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1655 of 2007)

Before Commissioner McLeay

20 November 2007

REVIEWED AWARD

1. Insert after subclause 54.1 of clause 54, Area, Incidence and Duration of the award published 20 May 2005 (351 I.G. 229) the following new subclause:
- 54.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 20 November 2007.

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

J. McLEAY, Commissioner

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COTTON GINNING, &c., EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 870 of 2007)

Before Mr Deputy President Grayson

26 July 2007

REVIEWED AWARD

1. Delete subclause (4) in clause 5, Casual Employees, of the award published 27 August 2004 (346 I.G. 138) and insert in lieu thereof the following:
 - (4) The provisions of the following clauses in this award shall not apply to casual employees: subclause (2) of Clause 2 - Wages, Clauses 9 - Holidays; 13, Sick Leave; 16, Time and Payment of Wages; 17, Contract of Employment; 21, Bereavement Leave, and 24, Jury Service.
2. Delete the words "clause 7 Overtime" appearing in paragraph (a) of subclause (4) of clause 14, Personal/Carer's Leave, and insert in lieu thereof the following:

"clause 6 Overtime"
3. Delete the last two paragraphs in clause 30, Area, Incidence and Duration, and insert in lieu thereof the following:

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

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

J. P. GRAYSON *D.P.*

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COTTON GROWING EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 25, Bereavement Leave, of the award published 30 March 2001 (323 I.G. 565), the following new item 25(6):

25(6) Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in 25(2) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 14(1)(c)(ii) of clause 14, Personal/Carer's Leave.
 - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
 - (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
2. Delete 14(1)(a) of clause 14, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 14(1)(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 13, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.
 3. Delete 14(1)(b) of clause 14, Personal/Carer's Leave, and insert in lieu thereof the following:
 - (b) The employee shall, if required,
 - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

4. Insert the following notation at the end of 14(1)(d) of clause 14, Personal/Carer's Leave:

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 28, Dispute Procedure, should be followed.

5. Delete 14(2)(a) of clause 14, Personal/Carer's Leave, and insert in lieu thereof the following:

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 14(1)(c)(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 14(3)(a) of clause 14, Personal/Carer's Leave, and insert in lieu thereof the following:

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.

7. Insert the following new item 14(3)(d) into clause 14, Personal/Carer's Leave, as follows:

- (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.

8. Insert the following new item 14(7) into clause 14, Personal/Carer's Leave, as follows:

- (7) Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 14(1)(b) and (1)(d) casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 14(1)(c)(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

9. Insert in the Arrangement the following new clause number and subject matter:

14A. Parental Leave

10. Insert the following new clause 14A, Parental Leave, as follows:

14A. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996 (NSW)*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996 (NSW)*.

(2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

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

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

(3) Right to request

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

- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

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

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

(d) Request to return to work part-time

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

(4) Communication during parental leave

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

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

(b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

11. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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COTTON GROWING EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 871 of 2007)

Before Mr Deputy President Grayson

26 July 2007

REVIEWED AWARD

1. Insert a third paragraph in clause 32, Area, Incidence and Duration of the award published 30 March 2001 (323 I.G. 565).

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

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

J. P. GRAYSON *D.P.*

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**CROWN EMPLOYEES (DEPARTMENT OF ENVIRONMENT AND
CLIMATE CHANGE - PARKS AND WILDLIFE GROUP)
CONDITIONS OF EMPLOYMENT AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Environment and Climate Change NSW.

(Nos. IRC 605 and 1985 of 2007)

Before Commissioner Ritchie

6 November 2007

AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Memorandum of Understanding
5.	Salaries
6.	Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
7.	Allowances
8.	On Call for Kosciusko National Parks Municipal Services Managed By The Resort Group
9.	Standby Allowance - Including Standby associated with Declared Incident
10.	Higher Duties
11.	Appointment
12.	Progression
13.	Project Teams
14.	Hours of Work
15.	Variation of Hours
16.	Overtime - General
17.	Meal Breaks
18.	Rest Breaks
19.	Flexible Working Hours
20.	Temporary and Casual Work Arrangements
21.	Part-Time Work Arrangements
22.	Job Sharing
23.	Public Holidays and Public Service Holiday
24.	Leave
25.	Recreation Leave and Annual Leave Loading
26.	Family And Community Service Leave
27.	Excess Travel Time
28.	Contact with Officers on Parental and Maternity Leave
29.	Incident Conditions
30.	Working From Home
31.	Dependent Care
32.	Families and Field Work
33.	Training and Development

34. Study Assistance
35. Training Competency
36. Engagement of Contractors
37. Anti-Discrimination
38. Redundancy Entitlements
39. Workplace Environment
40. Housing
41. Consultation and Monitoring
42. Industrial Grievance Procedure
43. Deduction of Union Membership Fees
44. Saving of Rights
45. No Extra Claims
46. Area, Incidence and Duration

PART B

Annexure 1 - Salary Schedule for Ranger Classification

Annexure 2 - Salary Schedule for Project/Research Officer Classification

Annexure 3 - Salary Schedule for Field Officer Classification

Annexure 4 - Casual Leave Entitlements

PART C

Memorandum of Understanding

2. Title

- 2.1 This Award shall be known as Crown Employees (Department of Environment and Climate Change - Parks and Wildlife Group) Conditions of Employment Award.

3. Definitions

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

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

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

"Area Manager", classification is Assistant District Manager, means a PWG officer designated as such, who obtained a degree from a recognised university requiring a minimum of three (3) years full-time equivalent study, in an appropriate discipline relevant to the field operations of the Service, or other tertiary qualification as deemed equivalent by the Director General.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Memorandum of Understanding" means the document signed by the parties on 10 August 2006.

"Monday to Friday Workers" are PWG officers whose ordinary hours of work are from Monday to Friday inclusive within the bandwidth hours of 6:00 a.m. to 8:00 p.m.

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

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

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

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

"Pattern of hours" can be either flexible working hours, where start/finish times are flexible within the bandwidth of 6 am to 8 pm; or, determined where start/finish times are set.

"Planning Officer" means an officer responsible for the collection, evaluation, dissemination and use of information about the incident and status of resources.

"Project/Research Officer" is an officer designated as such, who has obtained a degree in Science or a related discipline from a recognised university requiring a minimum of three (3) years full time study, or other such qualifications deemed equivalent by the Department Head.

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

"Ranger" is an officer in the PWG designated as such, who has obtained a degree from a recognised university requiring a minimum of three (3) years full-time equivalent study, in an appropriate discipline relevant to the field operations of the Service, or such other tertiary qualification as deemed equivalent by the Director General.

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

"Senior Ranger" is an officer in the PWG designated as such, who has obtained a degree from a recognised university requiring a minimum of three (3) years full-time equivalent study, in an appropriate discipline relevant to the field operations of the Service, or such other tertiary qualification as deemed equivalent by the Director General.

"Settlement Period" is a four week roster period.

"Seven Day Roster Workers" are officers whose ordinary hours of work may be worked on any day, Monday to Sunday (inclusive) within the bandwidth of 6 am to 8 pm.

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

"Supervisor" means the immediate supervisor or manager of the area in which an officer is employed or any other officer authorised by the Department Head to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.

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

"Union" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, having regard to its respective coverage.

4. Memorandum of Understanding

- 4.1 The Memorandum of Understanding at Part C was signed by the parties to this award on 10 August 2006 and should, where appropriate be read in conjunction with this award.

5. Salaries

- 5.1 No officer's substantive salary will drop on entering into the Award.
- 5.2 Salaries will be those set out in Annexures 1 - 3.
- 5.3 The salary rates are all inclusive of the following allowances.
- (i) Diving
 - (ii) Kosciusko
 - (iii) Dry Cleaning
 - (iv) Flying
- 5.4 Salaries for Field Officer classifications are inclusive of leave loading.
- 5.5 The salaries contained in Part B, Annexures 1 - 3 of this Award will be adjusted to reflect any variation to Salaries and Allowances in the Crown Employees (Public Sector - Salaries 2007) Award or any successor instrument to that Award.

6. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 6.1 The entitlement to salary package in accordance with this clause is available to:
- (i) permanent full-time and part-time officers;
 - (ii) temporary officers, subject to Departmental convenience; and
 - (iii) casual employees, subject to Departmental convenience, and limited to salary sacrifice to superannuation in accordance with subclause 6.7.
- 6.2 For the purposes of this clause:
- (i) "salary" means the salary or rate of pay prescribed for the officer's classification by Part B Annexures 1 - 3 of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - (ii) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 6.3 By mutual agreement with the Director General, an officer may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (i) a benefit or benefits selected from those approved by the DPE; and
 - (ii) an amount equal to the difference between the officer's salary, and the amount specified by the DPE for the benefit provided to or in respect of the officer in accordance with such agreement.
- 6.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.

- 6.5 The agreement shall be known as a Salary Packaging Agreement.
- 6.6 Except in accordance with subclause 6.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the officer and the Director General at the time of signing the Salary Packaging Agreement.
- 6.7 Where an officer makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the officer may elect to have the amount sacrificed:
- (i) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (ii) where the Department is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (iii) subject to the Department's agreement, paid into another complying superannuation fund.
- 6.8 Where the officer makes an election to salary sacrifice, the Department shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 6.9 Where the officer makes an election to salary package and where the officer is a member of a superannuation scheme established under the:
- (i) *Police Regulation (Superannuation) Act 1906*;
 - (ii) *Superannuation Act 1916*;
 - (iii) *State Authorities Superannuation Act 1987*; or
 - (iv) *State Authorities Non-contributory Superannuation Act 1987*,
- the Department must ensure that the officer's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 6.10 Where the officer makes an election to salary package, and where the officer is a member of a superannuation fund other than a fund established under legislation listed in subclause 6.9 of this clause, the Department must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 6.11 Where the officer makes an election to salary package:
- (i) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (ii) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an officer is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the officer's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the officer under Part B Annexures 1 - 3 of this Award if the Salary Packaging Agreement had not been entered into.
- 6.12 The DPE may vary the range and type of benefits available from time to time following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 6.13 The DPE will determine from time to time the value of the benefits provided following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the

date of such variation. In this circumstance, the officer may elect to terminate the Salary Packaging Agreement.

7. Allowances

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

7.2 Boot Allowance

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

7.3 Field Allowance

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

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

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

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

7.3.4 The Department will provide the necessary equipment

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

7.4 Remote Area Allowance

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

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

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

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

7.4.5 The rates of the allowances will be:

Table 1

Grade	With Dependents	Without Dependents
A	\$3,000	\$2,100

B	\$4,000	\$2,800
C	\$5,000	\$3,500

Table 2

Grade "A"	All locations in remote areas, as defined, except those specified as Grade B or C and including Nadgee.
For the purpose of this Award the following locations will be included in Grades "B" and "C".	
Grade "B"	is payable to officers living in the following locations: Angledook, Barrigun, Bourke, Brewarrina, Clare, Engonia, Goodooga, Ivanhoe, Lake Mungo, Lightening Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia, Wilandra, and including Menindee, Kinchega, Macquarie Marshes and Gunderbooka
Grade "C"	is payable to officers living in the following locations: Fort Grey, Mootwingee, Mount Wood, Nocolche, Olive Downs, Tibooburra, Yathong and including Witta Brinna, Tarawi, Irymple, Lord Howe Island and Montague Island

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

8. On Call for Kosciusko National Park Municipal Services Managed By Resorts Group

- 8.1 A weekly allowance of \$185 per week (of 7 days) shall be paid to officers in the Kosciusko National Park Municipal Services Unit who are directed to be on call.
- 8.2 The payment shall cover all time outside the normal working hours that the officer is required to be available for contact and immediate response to a call.
- 8.3 Only in exceptional circumstances would the Department require an officer to be on call for a period of less than 7 days. Where a period of on call is for less than 7 days a pro-rata to a minimum of one day will apply for each day the officer is required to be on call. The daily allowance will equate to \$26.43 per day.
- 8.4 The allowance shall compensate the officer for minor follow up work that may result from the call.
- 8.5 Where the call results in the officer returning to work or performing more than minor follow-up work (i.e. where two or more further calls are required and this takes more than 15 minutes), the officer shall be entitled to overtime for the actual time spent responding to the call or a minimum of 3 hours overtime, whichever is the greatest.
- 8.6 Where an officer is required to return to work again after the initial call out, the officer shall be paid for the actual time spent attending the second and subsequent call outs.
- 8.7 Extension of this provision to other work areas, classifications or specific jobs will be done in consultation with the Union.

9. Standby Allowance - Including Standby Associated with Declared Incidents

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

- 9.2 Standby duties - officers directed to be on standby must be readily contactable by telephone, radio or pager where one has been issued, during the standby period and be prepared to respond immediately to duty as required. Officers who are not readily contactable and available for immediate response to duty as required, will not be entitled to standby payments.
- 9.3 Duty Officer support - a Duty Officer may have access to departmental after hours contact lists, a department vehicle (with radio), mobile phone and pager (if necessary) dependent on the requirements of the duty to be performed;
- 9.4 Standby hours - the time an officer, can be directed to be on standby is:
- (i) 24 hours on a rostered day off; or
 - (ii) all hours between the finishing time and starting time of the next day on rostered days on; or
 - (iii) for an approved period of time to meet operational requirements with the minimum period being 3 hours.
- 9.5 Standby rates
- 9.5.1 An officer required to be on standby will be paid at the rate of one third their standard hourly rate (not including any loading) or maximum rate for Clerk Grade 8 as varied from time to time plus \$1.00, whichever is the lesser, for the time they are required to be on standby outside their normal rostered working hours.
- 9.5.2 Payment of the standby rates for a Duty Officer directed to be on standby for a declared incident, will be charged to the respective declared incident and the overtime barrier will not apply (except for SES officers) for the duration of the declared incident.

10. Higher Duties

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

11. Appointment

- 11.1 Appointment to a vacant position will be by way of competitive selection based on the merit principle and in accordance with the provisions of the *Public Sector Employment and Management Act 2002*.
- 11.2 Appointment to a higher starting salary point within the level, grade or class than Year 1 will be determined by the Director General or delegate, following assessment of the successful applicant's educational qualifications, past work experience in a related field and/or relevant competency level.
- 11.3 Rangers - special appointments
- 11.3.1 An officer possessing a minimum of a three year degree from a recognised university at time of appointment, shall commence at Ranger Grade 1 Skill Level 1.

- 11.3.2 An officer possessing a minimum of a 4 year full-time equivalent degree (including Honours year or a teaching diploma in addition to a three year degree) from a recognised university at time of appointment, shall commence at Ranger Grade 1 Skill Level 2.
- 11.3.3 An officer possessing a Masters Degree or a Doctorate from a recognised university at the time of appointment, shall commence at Ranger Grade 1 Skill Level 3.
- 11.3.4 Appointment to a higher salary than those described above, shall be based on the officer having demonstrated competencies in accordance with the attached schedule which are assessed by the Area Manager and approved by the delegated officer.
- 11.4 Project/Research Officers - special appointments
- 11.4.1 An officer with a three year degree in Science or related discipline from a recognised university will commence at Project Officer Grade 1 Year 1.
- 11.4.2 An officer with a four (4) year degree in Science or related discipline from a recognised university (including an Honours year or a teaching diploma in addition to a 3 year degree) will commence at Project Officer Grade 1 Year 2.
- 11.4.3 An officer with a Masters degree or a Doctorate from a recognised university will commence at Project Officer Grade 1 Year 3.

12. Progression

- 12.1 Progression within levels, grades or classes shall be by annual increment unless otherwise specified in Part B.
- 12.2 Increments shall be processed by supervisors within one month of receipt.
- 12.3 If increments are not processed within two months of the due date, the increments will be processed automatically, and payment backdated to the due date.
- 12.4 Progression to a higher level, grade or class shall be by competitive selection for an advertised vacancy, unless the position is banded across a number of levels, grades or classes.
- 12.5 Progression and competency application for field officer, ranger, project/research officer classifications
- 12.5.1 Progression within levels or grades shall be by annual increment unless otherwise specified in Annexures 1-3.
- 12.5.2 Increments shall be processed by supervisors within one month of receipt.
- 12.5.3 If increments are not processed within two months of the due date, the increments will be processed automatically, and payment backdated to the due date.
- 12.5.4 Progression and competency applications shall be processed by supervisors within three months of receipt.
- 12.5.5 Progression to a higher level or grade shall be by competitive selection for an advertised vacancy, unless the position is banded across a number of levels or grades.

13. Project Teams

- 13.1 The Director General or nominee may request officers to perform work in a designated project team.
- 13.2 An officer may decline an offer to work in a designated project team.

- 13.3 When undertaking work in a designated project team, the officer shall be paid:
- (i) the rate for the job as determined by job evaluation; or
 - (ii) at least one salary level higher than their substantive rate.
- 13.4 An officer working in a designated project team on a full-time basis will not be required to carry out the duties of their substantive position in addition to the project duties.
- 13.5 Project team jobs may be either full-time or part-time.

14. Hours of Work

14.1 General

- 14.1.1 The organisation of work and ordinary hours will optimise work effectiveness and the fulfilment of the reasonable needs of officers.
- 14.1.2 The standard hours of work will be those necessary for the completion of routine work and this clause sets out the ordinary hours and conditions attached to exceptions (other than declared incidents).
- 14.1.3 Except as otherwise provided, ordinary hours of work will be an average of 35 per week, over a settlement period, to be worked between 6:00 a.m. and 8:00 p.m.
- 14.1.4 Officers, except those classified as Rangers, Senior Rangers, Assistant District Managers, Field Officers, Senior Field Officers, Field Supervisors and Senior Field Supervisors may only be rostered to work ordinary hours between 6:00 p.m. and 8:00 p.m., when the officer agrees.
- 14.1.5 The parties agree that the appropriate level of service is maintained between the hours of 8.30 am and 4.30 pm on weekdays consistent with the Guarantee of Service Policy.
- 14.1.6 No officer will be able, or be required (other than in incidents) to work more than 10 ordinary hours per shift (exclusive of travelling time).
- 14.1.7 Pattern of hours is the way hours are worked each settlement period; i.e., start/finish times and days of the week for 7 day roster workers.
- 14.1.8 The pattern of hours will be agreed to between the officers and management of the area with regard to the needs of the Department, the needs of officers and the provision of services to the Department's customers.
- 14.1.9 A roster of hours and days must be set and agreed to in writing 2 weeks before the settlement period starts.
- 14.1.10 Hours of work for positions and/or classifications will be as set out in subclause 14.2.
- 14.1.11 Permanent changes to the pattern of hours for an officer is subject to consultation with the officer and/or the Union.
- 14.2 Ordinary hours may be organised as follows:
- 14.2.1 Monday to Friday Workers
- (i) Ordinary hours to be worked from Monday to Friday (inclusive).

- (ii) Except as otherwise provided, all approved work performed outside the bandwidth, on weekends or public holidays is to be paid as overtime in accordance with the provisions of clause 16, Overtime General of this Award.

14.2.2 Seven Day Roster Workers

- (i) Seven day roster workers includes the following classifications, Rangers, Senior Rangers, Assistant District Managers, Field Officers, Senior Field Officers, Field Supervisors and Senior Field Supervisors. This list is not exhaustive. Identification of additional positions will be done in consultation with the union.
- (ii) This provision will also relate to specifically identified positions where the working of a seven day operation is necessary for the efficient and effective operation of the position. Identification of positions that are to be designated seven day roster workers will be done in consultation with the union.
- (iii) Ordinary hours for officers specified in subparagraphs 14.2.2 (i) and 14.2.2 (ii) are to be worked from Monday to Sunday (inclusive) within the bandwidth of 6:00 a.m. to 8:00 p.m., unless otherwise agreed to between the Department and the officer concerned.
- (iv) Officers working this pattern of hours are to have at least two consecutive full days off per week, unless otherwise agreed to between the Department and the officer concerned.
- (v) Officers shall not be rostered to work more than two consecutive weekends (i.e. Saturday and Sunday), unless the officer agrees to do so.
- (vi) A loading of 17% of annual base salary is payable to Rangers, Field Officers and Senior Field Officers for working up to a maximum of 45 combined weekend days (i.e. Saturdays or Sundays) and 5 Public Holidays and is paid in lieu of all other penalty rates.
- (vii) A loading of 8.5% of annual base salary is payable to Senior Rangers, Assistant District Managers, Field Supervisors and Senior Field Supervisors for working up to a maximum of 22 combined weekend days (i.e. Saturdays or Sundays), and 3 Public Holidays and is in lieu of all other penalty rates.
- (viii) If an officer agrees to work more than the maximum specified in subparagraphs 14.2.2 (vi) or 14.2.2 (vii) of this clause, no additional payments or day in lieu shall be made.
- (ix) Officers referred to in subparagraphs 14.2.2 (vi) or 14.2.2 (vii) of this clause who are directed to work more weekend days and public holidays than those prescribed for their position, will be paid penalty rates as follows:

Table 3

- | | |
|---------------------|--|
| (a) Saturdays | a 50% loading for each additional day worked |
| (b) Sundays | an 75% loading for each additional day worked |
| (c) Public Holidays | an 150% loading for each additional day worked |

- (x) The loading specified in subparagraphs 14.2.2 (vi) and 14.2.2 (vii) of this clause will be paid for the purposes of superannuation and all paid leave, other than where such leave is for a period of over 3 months.

14.2.3 Twenty Four Hour Bandwidth Workers

- (i) A 24-hr bandwidth, inclusive of weekends and public holidays, may be implemented for officers required to undertake or assist in duties including but not limited to law enforcement and surveillance as part of their normal duties. A 24-hr bandwidth provides

the Department with the flexibility required to ensure that such essential and/or urgent tasks, surveillance work, and field work are conducted in an efficient and timely manner.

- (ii) Ordinary hours to be worked from Monday to Sunday (inclusive).
- (iii) Ordinary hours to be worked at any time within a 24-hour bandwidth, with no fixed core time.
- (iv) Except as otherwise provided, all approved time worked in excess of 140 hours per settlement period of 4 weeks shall be paid as overtime.
- (v) Officers who are required to work their ordinary hours in a 24 hour bandwidth will perform the work subject to:
 - (a) Not more than 10 hours are to be worked in one day;
 - (b) Hours usually being worked from Monday to Friday;
 - (c) An officer having 2 days off per week;
 - (d) An officer not being directed to work more than 12 consecutive days without the payment of overtime;
 - (e) An officer not being directed to work more than 2 consecutive weekends; and
 - (f) An officer not being directed to work more than 75 days field work per annum.
- (vi) A loading of 9.7% shall be paid to all officers working on a 24-hour bandwidth in lieu of any other penalty rates for working ordinary hours on weekends and public holidays.
- (vii) A 24 hr bandwidth will not be implemented where the provisions as per the seven day roster - see clause 14.3 of this award - will accommodate the operational requirements of the PWG.
- (viii) Implementation of a 24 hr bandwidth in PWG will only occur following consultation and agreement of the union.

14.3 Set Pattern of Hours

14.3.1 These provisions apply to officers in the Field Officer classification who work a set pattern of hours within each 4 week roster period.

14.3.2 The set pattern of hours will be decided and agreed to by the officer and their supervisor at the time each 4 week roster is determined.

14.3.3 The starting and finishing times set for the roster period will be within the bandwidth of 6:00 a.m. and 8:00 p.m. (Monday to Sunday) inclusive.

14.3.4 The set pattern of ordinary hours of work, exclusive of meal breaks can be worked as:

- (i) five 7 hour 22 minute days with 22 minutes accruing towards an allocated day off each 4 week roster period; or
- (ii) four 9 hour 20 minute days with 35 minutes accruing towards an allocated day off each 4 week roster period.

14.3.5 The working of four 9 hour 20 minute days per week can only occur with the Area Manager's approval. The officer shall give 2 weeks notice prior to the commencement of this arrangement to

the Area or Regional Manager, where possible and 2 weeks notice of its cessation, by mutual agreement.

14.3.6 Any paid leave, eg recreation leave, sick leave or Family and Community Service leave, and any public holiday occurring during the settlement period, shall be a day worked for accrual of an allocated day off.

14.3.7 Days taken as leave without pay do not accrue any time towards an allocated day off.

15. Variation of Hours

- 15.1 Where the Department directs that the set starting and finishing times and/or days to be worked be changed, officers shall be given at least 2 weeks notice. (This requirement does not apply in incidents.)
- 15.2 Where the hours and/or days are varied by mutual agreement between the Department and the officer within the bandwidth, no penalty is paid.
- 15.3 Where the Department provides 2 weeks notice that the hours and/or days are to be varied, and the variation is within the bandwidth, no penalty shall apply.
- 15.4 Where the Department does not provide 2 weeks notice that the hours and/or days are to be varied, and the variation is within the bandwidth, a 25% loading on base salary, based on a 7 hour shift, shall apply.
- 15.5 Where the officer requests a variation to hours and/or days and this is agreed by the Department, no loading shall be paid.

16. Overtime - General

16.1 General

16.1.1 General overtime conditions of officers under this Award shall be regulated in accordance with the provisions contained within the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any successor instrument to that Award.

16.1.2 Overtime is payable for all approved time worked:

- (i) In excess of 7 hours per day or the daily contract hours, whichever is appropriate, where such work is at the direction of the Department; or
- (ii) Outside the bandwidth, except where such work is associated with incidents as defined.

16.1.3 If overtime is taken as time in lieu, it must be taken within six months of accruing.

16.2 Overtime at Home

16.2.1 Officers covered by this Award may work overtime from home where the nature of work allows for it and prior approval has been sought and given.

16.2.2 No meal allowance is paid when working overtime at home.

17. Meal Breaks

17.1 Unpaid Meal Breaks

17.1.1 An unpaid meal break of at least 30 minutes shall be taken no later than 5 hours after the commencement of work.

17.1.2 In some cases, due to the nature of the work, the meal break shall be for a set period of time. In these cases, officers shall be allowed at least 30 minutes.

17.2 Paid Meal Breaks

17.2.1 Meal breaks taken whilst working overtime shall be paid at single time rates.

17.2.2 A meal break of 30 minutes shall be taken no later than two hours after the commencement of overtime.

17.2.3 If overtime continues, an additional meal break of 30 minutes shall be taken after the completion of each 5 hours worked.

18. Rest Breaks

18.1 There must be a break of at least ten (10) consecutive hours between an officer's normal finishing time and normal start time. Where an officer is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.

18.2 Where an officer is recalled to work after their finishing time, and works for a total of less than 4 hours, they are entitled to a rest break of at least 7 consecutive hours before their next start time, and are entitled to be paid for any time lost. If they are directed to return to work and have not had their rest break, they are to be paid at overtime rates until they are released from duty.

18.3 Where an officer is recalled to work after their finishing time, and works for a total of more than 4 hours, they are entitled to a 10 hour rest break and shall be paid for any time lost. Where the officer is directed to commence work without having had their required rest break, they will be paid overtime rates until they are released from duty.

19. Flexible Working Hours

19.1 So as to ensure consistent application and the orderly implementation of the new provisions across the Department the commencement date for the provisions set out in this clause of the Award shall be as agreed between the parties.

19.2 Ordinary Working Hours

19.2.1 Full-time ordinary working hours shall be an average 35 hours per week over a 4 week period.

19.3 Bandwidth

19.3.1 Bandwidth is the period during the day when officers may record time worked.

19.3.2 Standard Bandwidth

- (i) The Standard Bandwidth commences at 6:00 a.m. and ceases at 8:00 p.m. for officers in positions classified as Ranger, Senior Ranger and Assistant District Manager. For all other officers the Standard Bandwidth is 6:00 a.m. to 6:00 p.m. unless the officer has agreed to work their ordinary hours in a wider bandwidth until 8:00 p.m. The maximum number of hours that can be recorded as being worked under this bandwidth is 10 hours (10.5 hours less a 0.5 hour lunch break). This will be the bandwidth that an officer covered by this award operates under unless their bandwidth is varied as per clause 15 above.
- (ii) The Standard Bandwidth starting and finishing times may only be varied in circumstances where prior approval by the appropriate delegate has been granted for such a variation. A variation may apply to a group of officers or an individual officer.

19.4 Guarantee of Service

19.4.1 This is the specified period during the day between the hours of 8:30 a.m. and 4:30 p.m. on a weekday when an appropriate level of service is maintained in PWG work locations.

19.5 Accrual and the taking of flex leave

- 19.5.1 Officers are able to take 14 hours, ie two days (2) flex leave days, off in a settlement period as long as they have accumulated enough hours to do so.
- 19.5.2 With prior management approval, officers may accumulate a credit balance of 14-35 hours to enable them to have up to 5 flex leave days in a settlement period, to be taken at a mutually convenient time.
- 19.5.3 Officers who continually fail to take annual leave as a result of taking extended periods of flex leave may be placed on standard hours by management following appropriate consultation until a reasonable leave balance is established in accordance with the award provisions.
- 19.5.4 Supervisors will have full and open 24 hour access to Officers' time sheet records and records pertaining to an officer's flex leave.
- 19.5.5 Officers may carry forward to the next settlement period, in accordance with paragraphs 19.5.1 and 19.5.2 above a credit balance of up to 35 hours or a debit balance of 10 hours.
- 19.5.6 Flex leave can be taken at either the beginning or end of a period of leave.
- 19.5.7 Flex leave can be taken as either 1/2 days or full days. Time outside the bandwidth will not accrue to flex time balance.
- 19.5.8 Officers must have prior approval before taking flex leave.
- 19.5.9 On cessation of duty Flex Credits will be dealt with in accordance with subclause 21(n) of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any successor instrument to that Award.

20. Temporary and Casual Work Arrangements

- 20.1 Temporary and casual employees will be employed by the Department in accordance with the provisions of the *Public Sector Employment and Management Act 2002*.
- 20.2 Temporary Officers
- 20.2.1 Temporary officers may be employed by the Department on either a full time or part time basis in any PWG classification contained in this Award for a fixed term for a maximum period of up to three years. Continuation of employment beyond 3 years may only be offered on a permanent basis.
- 20.2.2 Temporary officers shall be entitled to uniforms (if the position requires such use), Annual PWG Entry Permits (if employed in excess of twelve months), training and staff development opportunities.
- 20.2.3 In accordance with the Superannuation Guarantee legislation, temporary officers are entitled to 9% employer based contributions to First State Superannuation.
- 20.2.4 Temporary officers employed for a period in excess of three months are entitled to the accrual of leave. In the case of temporary officers employed for less than three months, no leave accrual is available, however, payment of 4/48ths in lieu of recreation leave will be made on termination of employment.
- 20.3 Casual Employees
- 20.3.1 Casual employees shall be engaged by the Department on an irregular and intermittent basis and shall be paid fortnightly or at the termination of engagement, whichever is the earlier, for the number of hours worked.

20.3.2 The casual hourly rate is determined by the following formulae:

- (i) Annual salary of the Position divided by 260.8929 divided by 7 = Base hourly rate
- (ii) Rate for Monday to Friday = base hourly rate plus 25%
- (iii) Rate for Saturday = base hourly rate plus 58%
- (iv) Rate for Sunday = base hourly rate plus 83%
- (v) Rate for Public Holidays = base rate plus 158%

20.3.3 The rate of pay of casuals shall be set in recognition of the skills and experience of the employee which is relevant to the work to be performed.

20.3.4 The casual hourly rates of pay are inclusive of all forms of leave except for long service leave entitlements which accrue according to the provisions of the *Long Service Leave Act 1955*. Casuals are entitled to be paid overtime for time worked in excess of their normal daily contract hours to the next quarter hour.

20.3.5 Overtime payments for casuals are calculated on the ordinary base hourly rate (the 25% loading is not included).

20.3.6 Casuals shall also receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any successor instrument to that Award:

- (i) Unpaid parental leave in accordance with paragraph 12 (iv)(d)
- (ii) Personal Carer's entitlement in accordance with subclause 12(v); and
- (iii) Bereavement entitlement in accordance with subclause 12(vi).

20.3.7 This entitlement is also set out in this award at Annexure 4 - Casual Leave Entitlements.

20.3.8 Casuals shall be engaged and paid for a minimum of three consecutive hours for each day worked.

21. Part-Time Work Arrangements

21.1 Part-time work may be available to:

- (i) permanent and temporary officers who wish to work part-time in an existing position;
- (ii) existing full-time or part-time officers applying for promotion or transfer if they are willing to work the approved hours of the position;
- (iii) officers recruited and appointed to a position where the approved hours are less than fulltime.

21.1.1 The decision to work part-time is voluntary. No officer shall be directed or placed under any duress to move from full-time to part-time employment or vice versa.

21.1.2 Officers employed on a part-time basis may elect to work full-time at any time, subject to the appropriate work being available for the classification and level, grade or class of the position.

21.1.3 Return to full-time employment before the expiry of the agreed period of part-time work is subject to availability of work and adequate period of notice.

21.1.4 Officers employed on a part time basis shall not be expected to carry out all of the responsibilities of a full-time job in part-time hours.

21.1.5 Officers employed on a part time basis shall not be subjected to pressure to be available for work outside their usual part-time hours. Where the nature of work may from time to time require them to work outside agreed part-time hours any arrangements to alter the existing part time work arrangement need to be negotiated and agreed to at the outset.

22. Job Sharing

22.1 The parties to this Award confirm a commitment to providing flexible work conditions through job sharing.

22.2 The Department will support officers sharing a position provided that:

- (i) the arrangement is fair and equitable to the officers involved;
- (ii) the officers involved in the job sharing arrangement agree to the arrangement;
- (iii) the arrangement can be on a permanent or temporary basis;
- (iv) the arrangement is in the best interests of the smooth functioning of the Department, ensuring that customer/client Department relationship is maintained.

22.3 The days each officer shall work should be consecutive, and negotiated and agreed to by all parties involved before commencement of employment.

22.4 Some examples are: 2 days one week and 3 days the next week; Thursday to Wednesday worked on alternate weeks; Monday, Tuesday, alternate Wednesday and alternate Wednesday, Thursday, Friday.

22.5 The officers involved in the job share arrangement should maintain close contact to ensure continuity of work completed by them.

23. Public Holidays and Public Service Holiday

23.1 General

23.1.1 Unless directed to attend for duty by the Director General or delegate, an officer is entitled to be absent from duty on any day which is:

- (i) a declared public holiday throughout the State;
- (ii) a declared local holiday in the part of the State at or from which the officer performs duty; and
- (iii) a Public Service Holiday in accordance with any directives issued by the DPE.

23.1.2 If a declared local holiday falls during an officer's absence on leave, the officer is not to be credited with the holiday.

23.2 Monday to Friday Workers

23.2.1 Those officers required to work on a declared public holiday shall be paid overtime in accordance with clause 16, Overtime.

23.2.2 Officers who are required to work on a Public Service Holiday will be able to take a day off in lieu within 12 months at a time agreed between the officer and their supervisor.

23.3 Seven Day Roster Workers

23.3.1 Officers covered by this Award may be required to perform their ordinary hours on a declared public holiday, a declared local holiday, or a public service holiday as per clause 14, Hours of Work.

23.3.2 Payment for time worked on a declared public holiday will be in accordance with the provisions of clause 14, Hours of Work or clause 16, Overtime - General; as is appropriate.

23.3.3 Provisions of paragraph 23.3.2 do not apply to an officer who is required to work on a Public Service Holiday and this is not included in the specified number of public holidays for which the loading is paid as per clause 14 of this award. The officer will be entitled to take a day off in lieu within 12 months at a time agreed between the officer and their supervisor.

23.4 Twenty Four Hour Bandwidth Workers

23.4.1 Officers working a twenty four hour bandwidth may be required to work ordinary hours on a declared public holiday, a declared local holiday or a public service holiday.

23.4.2 Such officers shall not receive any additional payment for ordinary hours worked on a declared public holiday or a public service holiday.

23.4.3 Such officers shall not receive an additional day off or annual leave day for ordinary time worked on a declared public holiday or public service holiday.

24. Leave

24.1 General

24.1.1 General leave conditions of officers under this Award shall be regulated in accordance with the provisions contained within:

- (i) the Act and Regulation, and
- (ii) Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any successor instrument to that Award, and
- (iii) The Department's policies as agreed and reviewed from time to time.

24.1.2 Officers employed on a part time basis will accrue any leave on a pro-rata basis, which will be determined on the number of approved contract hours worked in a pay period.

25. Recreation Leave and Annual Leave Loading

25.1 Recreation Leave

25.1.1 For Monday to Friday workers paid recreation leave accrues at the rate of 20 working days per year,

25.1.2 For Seven Day Roster Workers paid recreation leave accrues at the rate of 30 days per year,

25.1.3 For Twenty Four Hour Bandwidth Workers paid recreation leave accrues at the rate of 30 days per year.

25.2 Annual Leave Loading

25.2.1 Annual Leave loading for Monday to Friday Workers is 17.5% on the monetary value of up to 4 weeks of recreation leave accrued in a leave year.

25.2.2 Annual Leave loading for 7 Day Roster Workers and Twenty Four Hour Bandwidth Workers is 17.5% on the monetary value of up to 5 weeks of recreation leave accrued in a leave year.

25.2.3 The annual salary paid to Field Officer classifications is inclusive of annual leave loading.

26. Family and Community Service Leave

26.1 The application of Family and Community Service Leave for officers covered by this award shall be in accordance with subclause 74(a) of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any successor instrument to that Award.

26.2 The maximum amount of Family and Community Service leave on full pay which may be granted is:

26.2.1 during the first 12 months of service - 3 working days; or

26.2.2 after the completion of 12 months service - 6 working days in any period of 2 years; or

26.2.3 an amount calculated by allowing 1 working day for each completed year of service after the completion of 2 years continuous service and then deducting this from the total amount of Family and Community Service leave previously granted to the officer; whichever is the greater amount.

27. Excess Travel Time

27.1 Time spent travelling, as defined under clause 27 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any successor instrument to that Award:

(i) Before the agreed bandwidth commences, and up to 1 hour thereafter, and from one hour prior to the end of the agreed bandwidth; or

(ii) commencing a set pattern of hours as per subclause 14.3.

shall be able to be claimed as 'Travelling time'.

27.2 Provided that Travelling time shall not include any period of travel between 11.00 p.m. on any one day and the start of the officer's bandwidth on the following day where the officer has travelled overnight and sleeping facilities have been provided for the officer.

27.3 Where organisational requirements prevent an officer taking Time Off In Lieu for Excess Travelling Time within the timeframe under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any successor instrument to that Award it will be paid out by application.

27.4 The accrued time in lieu may be added to the officer's Accrued Flex hours under subclause 19.5 to be taken at a mutually convenient time but at all times the nature of the time being accrued i.e. time in lieu or flex time, must be clearly distinguished and recorded by the officer.

28. Contact With Officers on Parental and Maternity Leave

28.1 All parties agree to implement the PWG's Parental/Maternity Leave Contact Policy which aims to maintain contact with officers specifically in the context of workplace change, restructuring and office relocations and attendance at relevant training courses.

28.2 It is recognised that some officers may not wish to keep in contact with the Department while they are on leave.

29. Incident Conditions

29.1 General

- 29.1.1 The following conditions apply in circumstances where an incident is declared and approved by the Regional Manager until such time as the declaration of the incident is lifted.
- 29.1.2 Flexible Working Hours Arrangements and bandwidths will be suspended at the time of the incident being declared for those officers involved in the incident.
- 29.1.3 Adjustments to hours will be carried forward to the next settlement period.
- 29.1.4 On successful completion of basic fire fighting training all officers will be issued with appropriate personal protective and other equipment in accordance with the Department's Fire Management Manual as varied from time to time.
- 29.1.5 Officers directed to return from annual leave to attend an Incident will be compensated for pre paid accommodation and return travel from their leave destination to home at either First Class Rail Travel or economy air travel for themselves and any dependents or at Official Business Rate if a Private Vehicle is used. Officers will be further compensated by single hourly rate for all hours travelled. Such officers will have the same option as officers called from an Allocated Day Off or Flexi Day Off as in paragraph 29.2.5 of this award.
- 29.1.6 'Incident Controller' within this clause means an officer responsible for incident activities including the development and implementation of strategic decisions and for approving the ordering and releasing of resources.

29.2 Conditions

- 29.2.1 For the purpose of calculating payment for incident duty, the salary rate shall be the officer's substantive salary or as prescribed in subclause 29.5 Incident Responsibility Rates, whichever is the greater.
- 29.2.2 Call out to attend an Incident will be paid at a minimum of three (3) hours overtime, or by mutual agreement, time in lieu at overtime rates.
- 29.2.3 All travel to and from an incident will be paid as if part of the Incident.
- 29.2.4 If an officer is away from their own Area for the purposes of attending an Incident, and are not required to work and it is not possible to return to their home, seven hours normal pay will be paid per day until they return home or their usual place of work, whichever is the sooner.
- 29.2.5 Officers required to work on their Allocated Day Off/Flexi Day/Rostered Day Off will be receive either:
- (i) overtime for the whole shift in addition to the normal pay for the day; or
 - (ii) overtime for the whole shift (minus the normal days pay) plus a day off in lieu of the rostered day off to be taken at a mutually agreed time.
- 29.2.6 This must be marked clearly on time sheets or the assumption will be that the rostered day off has been deferred.

29.3 Start and Finish Times

- 29.3.1 On a normal rostered day on, start will be from normal workplace and finish will be on return to normal workplace plus 30 minutes.

29.3.2 On a Rostered Day Off, start will be on leaving place of abode and finish will be on return to place of abode plus 30 minutes.

29.3.3 Where it is not possible to return to place of abode or normal workplace, start will be on leaving accommodation and finish will be on return to accommodation plus 30 minutes.

29.3.4 Where an officer is called to an Incident from their place of abode after the completion of a normal shift, starting time will be at the time of the call, and finishing time will be on return to accommodation plus 30 minutes.

29.4 Shift arrangements during Incidents

29.4.1 A normal shift is seven hours, however officers may only be required to work a maximum of twelve hours on site. However, the initial shift following the declaration of an Incident may extend to a maximum of sixteen hours on site. (The intention of this Award is to allow flexibility in exceptional circumstances; e.g., new crews arriving late, unforeseeable worsening of the Incident).

29.4.2 A minimum eight hour break, not including travelling time, must be taken between shifts, and where possible a ten hour break is recommended.

29.4.3 After completion of three consecutive shifts on incident duties or five consecutive shifts carrying out support functions in connection with incidents (such as catering Teams and Administrative Assistance) a twenty-four hours break with payment at single time rates, shall be provided before continuing with incident duties or support functions or to return to normal duties. Where officers are required to take rest break days additional to those referred to above, such days shall also be paid at the single time rate. Officers shall not be required to take flexi days or flex leave or use any other leave entitlement in order to have the required rest breaks after performance of incident duties or support functions in connection with incidents.

29.4.4 It is the responsibility of the Incident Controller or Delegate to ensure that reasonable shift and rest periods are adhered to.

29.5 Incident responsibility rates

29.5.1 The level and grading of Incident Positions, prescribed by the Australian Inter-Service Incident Management System shall be determined in line with the Department's job evaluation process. Only those persons assigned to positions identified as Incident Positions shall be paid incident responsibility rates from the date of the making of this Award.

Table 4

	Rate Applicable on the making of this Award \$
Crew Member	47,046
Crew Leader	52,858
Sector Commander	58,678
Divisional Commander	66,454
Operations Officer	71,351
Planning Officer	71,351
Logistics Officer	88,363
Incident Controller	97,932
Deputy Incident Controller	
Safety Officer	
Situation Officer	
Situation Unit Leader	
Resource Officer	
Resource Unit Leader	

Air Attack Supervisor	
Air Operations Manager	
Air Observer	
Airbase Manager	

29.5.2 Officers with specific skills assigned to work in any of the identified incident positions listed in Table 4 will be paid at their substantive hourly rate or at incident responsibility rate, whichever is the greater. For officers on higher duties or on temporary appointment the substantive hourly rate will be the hourly rate they were paid when the incident was declared for the duration of their relieving period or temporary appointment.

29.5.3 Where the level and grading of any new or additional incident positions has not been determined officers will be paid their substantive hourly rate or for officers on higher duties or temporary appointment the hourly rate that they were paid when the incident was declared for the duration of their relieving period or temporary appointment.

29.5.4 The overtime barrier rate does not apply to incident situations, except for officers of the SES.

29.5.5 Officers must be appointed to or exercise the responsibilities of an incident responsibility position for a minimum of three hours to receive incident responsibility rates. Those required to undertake responsibility for less than three hours have the opportunity to develop experience.

29.5.6 When new incident positions are created they will be evaluated to determine the appropriate salary and existing incident positions may be reviewed at the same time.

29.5.7 Incident responsibility rates will move in line with the Crown Employees (Public Sector - Salaries 2007) Award or any successor instrument to that Award.

29.6 Payment associated with Incidents

29.6.1 This replaces the provisions of clause 16, Overtime, in relation to overtime worked in respect of incidents.

29.6.2 Payment will be calculated as follows:

- (i) Double time for all hours from start of incident regardless of day, night, Saturday, Sunday or Public Holidays.

29.6.3 No officer shall have time deducted from pay for meal breaks unless they are actually relieved of Incident Duties for the period of the break and clean up time; e.g., 30-45 minutes. Where meals are provided to an officer on the ground and eaten in conjunction with incident duties, no deduction will be made from pay.

29.7 Family and Dependent Care During Incident Conditions

29.7.1 The Department will compensate officers for additional dependent care expenses (receipts must be provided) relating to time worked during the incident. This must be arranged with the Incident Controller as soon as practical and each case will be assessed by the Incident Controller.

29.7.2 The Department will notify a nominated family member or friend as to the whereabouts of officers when extended shifts are required.

29.8 Provision of meals and accommodation while working on Incident

29.8.1 The Department will generally provide meals including breakfast, lunch, and dinner, and provide supper for officers working night shift.

29.8.2 Officers commencing at their normal workplace will provide their first meal where the meal break falls within their normal seven hour shift.

29.8.3 If no meal is supplied, a payment of \$15.00 per meal is made.

29.8.4 Wherever possible officers will be allowed to return home or the Department will provide accommodation in a hotel or motel.

29.8.5 Where returning home or to other accommodation is not possible or practical and the officers are required to camp, they will be paid the Field Allowance set out in subclause 7.3, Allowances, of this Award.

29.9 Standby Associated with Incidents

29.9.1 When an incident is declared appropriately trained and qualified officers may be required to be on standby outside normal rostered working hours.

29.9.2 These provisions do not apply to classifications where standby is a usual and regular part of their duties such as sewage treatment plant officers. Such classifications will be paid on call allowance in accordance with the provisions of clause 8 of this Award.

30. Working from Home

30.1 Supervisors may allow officers to work from home; however, working from home is not to be a routine arrangement.

30.2 Officers covered by this Award may be given approval to work from home from time to time.

30.3 Greater access to working from home is to be given to officers where:

- (i) family members are sick; or
- (ii) where a project/report requires urgent completion and for productivity reasons working from home will achieve this;
- (iii) for weekend and night emergency incident management; and
- (iv) where the nature of the work allows for it.

30.4 In some cases where family members are sick, officers may work from home and combine this with their entitlement to family and community service leave (where available and appropriate).

30.5 When working at home, officers must ensure that they are contactable by their office.

30.6 Officers are covered by workers' compensation where prior approval has been given to the officer to work from home.

31. Dependent Care

31.1 Where dependents of the officer are sick and require care, the Department will continue to support the officer in the following ways:

- (i) Family and community service leave may be taken by an officer to attend to any medical needs a dependent may have; or
- (ii) Where circumstances allow, an officer may negotiate with their supervisor to work at home.

31.2 In circumstances where an officer with a sick dependent is required to attend to work that can not be completed from home (e.g. an urgent meeting) assistance will be available to pay for additional costs associated with in home care for the dependent, subject to the provision of receipts.

- 31.3 The Department will meet the additional costs involved in before or after school care, where an officer is required to work beyond their regular hours, resulting in additional cost to the officer for child care, in an accredited child care program, subject to the provision of receipts.

Each application will be determined on its merits.

- 31.4 The parties reaffirm their commitment to providing dependent care assistance:
- (i) To enable officers to attend residential training and development activities.
 - (ii) To officers required to work during emergency situations
 - (iii) To ensure officers are able to perform duties in relation to incidents knowing their dependents are safe and cared for in a similar manner to that which they would provide themselves.
- 31.5 The Department will compensate the officer for additional dependent care expenses relating to hours worked during an incident.

32. Families and Field Work

- 32.1 Officers covered by this Award from time to time will be required to undertake either field work or to work away from their normal headquarters.
- 32.2 Officers who wish to be accompanied by a family member on single day trips, must obtain approval from their supervisor or reporting officer prior to the trip for the purpose of insurance coverage.
- 32.3 Officers who wish to be accompanied by a family member on working trips of more than one day must obtain approval from their Area Manager or Regional Manager.

33. Training and Development

- 33.1 The parties to this Award confirm a commitment to skill development for officers of the Department.
- 33.2 The training and development of officers covered by this Award will be linked to the Performance Management and Development System or any replacement Performance Management System agreed to by the parties. Staff Development Plans will be established through the system and be relevant to the officer's current position and their future career path.
- 33.3 All Training and development will be managed and conducted in accordance with the Department's Learning and Development Framework as varied from time to time.
- 33.4 Dependent care assistance (by way of payment for dependent care) may be provided to enable officers with dependent responsibilities to pursue residential training and development opportunities.

34. Study Assistance

- 34.1 DECC will support officers gaining additional skills through formal study and who are progressing through their course in a consistent way based on the timeframe indicated by the providing institution. Where a subject is failed an intention to catch-up must be demonstrated.
- 34.2 Officers are entitled to apply for study time and study leave in accordance with the provision of the Personnel Handbook 1999 or subsequent revision.
- 34.3 The following costs associated with courses:
- (i) Higher Education Contribution Help scheme Fee; or
 - (ii) TAFE compulsory fees: or

- (iii) Compulsory post-graduate fees; or
 - (iv) Compulsory full fee paying course fees will be reimbursed by the Department in accordance with the guidelines following.
- 34.4 The proportion of fees to be reimbursed where the officer's application for study assistance has been approved under these guidelines, and:
- (i) is their first qualification as an officer of DECC: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to DECC operations or needs and is approved as such by the Director General; or
 - (ii) is their second or successive qualification as an officer of DECC: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to DECC operations or needs and is approved as such by the Director General.
- 34.5 Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of paragraph 34.4 (i) or \$12,000 in respect of paragraph 34.4 (ii) of this clause, where other requirements have been met as in subclause 34.7 below.
- 34.6 At the discretion of the Director General and where the Director General determines that it is in the interests of the Department, approval may be given for a maximum of eight annual approvals as set out in subclause 34.4 above.
- 34.7 To be eligible to receive a refund, an officer must:
- (i) have been employed in the Department prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested;
 - (ii) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and
 - (iii) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.
- 34.8 Officers who receive prior approval for study assistance for a particular course, or qualification under either the EPA, NPWS or Resource NSW policies that existed prior to the implementation of this award, shall continue to receive their financial assistance in accordance with those policies and their current approval for that specific course or qualification. Any new course of study and new application to study will be dealt with under paragraph 34.4 (ii).
- 34.9 Where there is no break in the continuity of study and given successful completion of approved study under paragraph 34.4 (i) any subsequent application for study assistance will be treated as a second application under paragraph 34.4 (ii) of this clause.
- 34.10 From the 1st January 2008 staff who seek financial assistance for study, will be covered by the new provisions set out in the MOU.
- 34.11 The costs associated with courses as outlined in paragraphs 34.3(i)-(iv) above are based on current 2006 costs. The parties to this Award agree, where there is a significant increase in costs the parties shall seek to resolve any increase in the listed amounts in paragraphs 34.4 (i) and 34.4 (ii) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

35. Training Competency

- 35.1 The parties agree to an ongoing commitment to the development and implementation of appropriate competencies based on the relevant skill and qualification requirements at each level. Such competencies shall be developed having regard to National Training Competency standards.

36. Engagement of Contractors

- 36.1 The Department is committed to establishing a consultative process regarding the use, including supervision, of contractors by the Department. The parties agree that the engagement of contractors will occur in limited circumstances and in accordance with all applicable policies of the Public Employment Office, as varied from time to time.
- 36.2 Supervisors should, where appropriate, be from the same vocational group as the work being contracted, or be an appropriately qualified person. The parties will consult on the level of supervision required.

37. Anti-Discrimination

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

NOTES

Employers and officers may also be subject to Commonwealth anti-discrimination legislation.

Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

38. Redundancy Entitlements

- 38.1 Redundancy provision payments will be made in accordance with the NSW Government's Managing Displaced Employees Policy, as varied from time to time.

39. Workplace Environment

- 39.1 The Department will ensure that all officer are provided with a work environment that at least meets minimum acceptable standards. All workshops will meet the requirements of the *Occupational Health and Safety Act 2000*.
- 39.2 While there are no requirements for office workplaces, the Department agrees to provide officers covered by this Award with reasonable conditions and space.
- 39.3 Smoking is prohibited at all indoor PWG workplaces and in Department vehicles.

40. Housing

- 40.1 The parties agree to consult on future issues related to Department-owned housing including the preparation of briefs for valuers.
- 40.2 All officers occupying a Department house will be required to sign a tenancy agreement.

41. Consultation and Monitoring

- 41.1 The parties agree to continued consultation to ensure the implementation of more flexible work patterns and arrangement in accordance with the requirements of the Memorandum of Understanding (August 2006).

42. Industrial Grievance Procedure

42.1 General

- 42.1.1 The aim of this procedure is to ensure that, during the life of this Award, industrial grievances, (including grievances within the meaning of the *Anti-Discrimination Act 1977*) or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace.
- 42.1.2 The parties agree that whilst the procedures contained in this Clause are being followed, there is an expectation that normal work will continue.
- 42.1.3 In seeking a resolution to any industrial dispute or industrial grievance, the Department may be represented by an industrial organisation of employers, and the Officers of the Department may be represented by an industrial organisation of officers.
- 42.1.4 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department - General or delegate.

42.2 Steps to Resolve Industrial Grievances or Disputes

- 42.2.1 When a dispute or grievance arises, or is considered likely to occur, the following steps are to be followed:-

Step 1. The matter is discussed between the officer(s) and the Reporting Officer or other appropriate officer concerned and addressed within one week.

The Officer(s) concerned may discuss the matter with the Union delegate, if so desired.

Step 2. If, after a week since the matter was discussed with the Union delegate and the Reporting Officer the matter remains unresolved, the officer(s) concerned may discuss the matter with the Union delegate and the Branch Director. If the matter remains unresolved follow Step 3.

Step 3.If, after a week since the matter was discussed with the Union delegate and the Branch Director, the matter is still unresolved, the officer(s) concerned may discuss the matter with the Branch Director, a representative of the Human Resources Branch and a Union delegate and/or official.

Where it is agreed by the parties, and the matter is of an urgent nature, the officer may go to Step 3 immediately. In the event that the parties agree to go to Step 3 immediately, no more than a week should elapse since the matter was first raised until Step 4 is followed.

Step 4.The matter is discussed between senior representatives of the Department and the relevant Union. The parties agree to exhaust the process of conciliation before considering Step 5 below.

It is agreed that the parties will not deliberately frustrate or delay these procedures. All efforts are to be made to resolve the matter promptly. The conciliation process should take no longer than one month, unless the parties agree to a longer period.

Step 5.If no resolution is found, the matter may be referred to the Industrial Registrar in order for the Industrial Relations Commission or Industrial Court to exercise their functions under the *Industrial Relations Act 1996*.

43. Deduction of Union Membership Fees

- 43.1 The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales shall provide the Department with a schedule setting out its fortnightly membership fees payable by its members in accordance with its rules.
- 43.2 The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales shall advise the Department of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of its fortnightly membership fees payable shall be provided to the Department at least one month in advance of the variation taking effect.
- 43.3 Subject to subclauses 43.1 and 43.2 above, the Department shall deduct the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales fortnightly membership fees from the pay of any officer who is a member of the Association in accordance with its rules, provided that the officer has authorised the Department to make such deductions.
- 43.4 Monies so deducted from the officer's pay shall be forwarded regularly to the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales together with all necessary information to enable it to reconcile and credit subscriptions to officers' membership accounts.
- 43.5 Unless other arrangements are agreed by the Department and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, all Union membership fees shall be deducted on a fortnightly basis.
- 43.6 Where an officer has already authorised the deduction of Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the officer to make a fresh authorisation in order for such deductions to continue.

44. Saving of Rights

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

45. No Extra Claims

- 45.1 It is a term of this award that the union will not pursue any additional claims or improvements to wages and/or conditions of employment during the term of the award.
- 45.2 The Union reserves the right to pursue increases in respect to Remote Areas allowance as defined under subclause 7.4 of this award.

46. Area, Incidence and Duration

- 46.1 This Award will apply to officers and casual employees in classifications covered by the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, employed within the Parks and Wildlife Group of the Department of Environment and Climate Change.
- 46.2 This Award will not apply to officers:
- (i) transferred to the Department under Administrative Order of 2 April 2007 and subsequent Orders which established the Department of Environment and Climate Change effective 27 April 2007; or
 - (ii) employed in the Senior Executive Service (SES); or
 - (iii) employed in the Botanic Gardens Trust; or
 - (iv) whose current conditions and entitlements are determined by the Crown Employees (Department of Environment and Climate Change - Parks and Wildlife Group) Field Officers and Skilled Trades Salaries and Conditions 2007 Award or any successor instrument to that Award; or
 - (v) whose current conditions and entitlements are determined by the Flight Officers Enterprise Agreement 2006 or any successor instrument to that Agreement.
- 46.3 The award shall take effect on and from 6 November 2007 and shall remain in force for a period of three years, unless varied or rescinded earlier in accordance with the provisions of the *Industrial Relations Act 1996*.
- 46.4 This award rescinds and replaces the Crown Employees (National Parks and Wildlife Service) Conditions of Employment 2000 Award published 23 July 2004 (345 I.G. 411).
- 46.5 This award rescinds and replaces the National Parks and Wildlife Service Enterprise Field Officers' (Kosciusko and Georges River National Parks) Hours of Work Enterprise Agreement.
- 46.6 Where this award is silent provisions contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, or any successor instrument to that Award apply to officers covered by this Award.

PART B**Annexure 1****Salary Schedule for Ranger Classifications**

Classification and Grades	1.7.06 Per annum \$	1.7.07 Per annum \$
Ranger Classification		
Trainee Rangers		
1st year of service	39,891	41,487
2nd year of service	40,608	42,232
3rd year of service	41,832	43,505

4th year of service	42,582	44,285
5th year of service	43,024	44,745
6th year of service	43,646	45,392
Rangers		
Grade 1		
1st level	43,646	45,392
2nd level	45,363	47,178
3rd level	47,894	49,810
4th level	51,332	53,385
5th level	56,578	58,841
6th level	59,889	62,285
Grade 2		
1st year	61,083	63,526
2nd year	62,896	65,412
3rd year	64,810	67,402
4th year	67,415	70,112
Senior Ranger		
1st year & thereafter	72,455	75,353
Assistant District Manager		
Grade 1	74,614	77,599
Grade 2	79,844	83,038
Grade 3	86,299	89,751
Grade 4	89,959	93,557
District Manager		
Grade 1	76,715	79,784
Grade 2	82,226	85,515
Grade 3	89,959	93,557
Grade 4	95,595	99,419
Grade 5	99,806	103,798

Progression Criteria

Rangers

All ranger positions shall be at the level of Grade 1/2. Progression shall be subject to the ranger meeting the required progression criteria and competency levels as set out in the competency document

Where an employee fails to progress, it shall be the responsibility of the Area Manager to discuss the reasons for the decision with the employee concerned. The discussion should also identify areas where additional competencies or necessary training are required.

Progression

Trainee Ranger

Progression from level to level shall be subject to:

- (a) the successful completion of 6 subjects; and
- (b) satisfactory service at the previous salary level.

Progression from Trainee Ranger to Ranger Grade 1 shall be subject to the employee having successfully completed a 3 year degree from a recognised university in a discipline appropriate to the field operations of the Service, and satisfactory work performance.

Ranger Grade 1/2

Progression from level to level within Grade 1 shall be upon the attainment of the competencies set out in the attached schedule. Rangers will be initially appointed to Level 1 or such other level as is appropriate to their qualifications and competency levels. Once the ranger has obtained the competencies at Level 1 and has been at that level for at least 6 months, they can apply to be assessed for progression to Level 2.

Progression from Grade 1 to Grade 2 shall be subject to:

- (a) completion of 12 months satisfactory service at Ranger Grade 1 Skill Level 6;
- (b) the employee having demonstrated competency in specific skills as shown in the schedule; and
- (c) the Director-General being satisfied that the employee's performance and nature and quality of work performed warrants progression.

Qualifications - grandfathered provisions

As of 1 April, 2000, all new officers appointed to Ranger, Senior Ranger, Assistant District Manager, and District Manager classifications must have an appropriate degree.

Officers employed prior to 1 April 2000 who have an Associate Diploma in an appropriate discipline to the field operations of the Department are encouraged to update their qualification to degree level for promotional purposes. Officers updating their qualifications will be eligible for study assistance.

Annexure 2**Salary Schedule for Project/Research Officer Classification**

Classification and Grades	1.7.06 Per annum \$	1.7.07 Per annum \$
Grade 1		
1st year	45,203	47,011
2nd year	46,653	48,519
3rd year	50,892	52,928
4th year	54,869	57,064
5th year	58,821	61,174
Grade 2*		
1st year	63,007	65,527
2nd year	64,851	67,445
3rd year	66,796	69,468
Grade 3*		
1st year	70,160	72,966
2nd year	72,412	75,308
3rd year	74,653	77,639
4th year	76,140	79,186
Grade 4*		
1st year	76,870	79,945
2nd year	79,081	82,244
Grade 5		
1st year	83,090	86,414
2nd year	86,615	90,080
Grade 6		
1st year	92,040	95,722
2nd year	93,006	96,726
* Progression criteria applies		

Salary Schedule For Project Officer (Aboriginal Positions) Classification

This classification applies to positions responsible for the management of Aboriginal cultural heritage and/or Aboriginal sites, where Aboriginality is a legitimate and essential selection criteria and the Service determines that a degree is not necessary.

Classification and Grades	1.7.06 Per annum \$	1.7.07 Per annum \$
Project Officer (Aboriginal Positions)		
Grade 1		
1st year	45,203	47,011
2nd year	46,653	48,519
3rd year	50,892	52,928
4th year	54,869	57,064
5th year	58,821	61,174
Grade 2*		
1st year	63,007	65,527
2nd year	64,851	67,445
3rd year	66,796	69,468
Grade 3*		
1st year	70,160	72,966
2nd year	72,412	75,308
3rd year	74,653	77,639
4th year	76,140	79,186
Grade 4*		
1st year	76,870	79,945
2nd year	79,081	82,244
Grade 5		
1st year	83,090	86,414
2nd year	86,615	90,080
Grade 6		
1st year	92,040	95,722
2nd year	93,006	96,726
*Progression criteria applies		

Progression

Project/Research Officer Grade 1

Appointment to Project/Research Officer Grade 1 shall be by competitive selection for advertised vacancies.

Project/Research Officer Grade 2

Progression from Project/Research Officer Grade 1 to Project/Research Officer Grade 2 shall be by:

- (a) 12 months satisfactory service on the maximum salary of Project/Research Officer Grade 1; and
- (b) the employee having demonstrated a capacity to undertake research involving a degree of originality and independence or to perform work of equivalent importance or value; or
- (c) in the case of an employee not employed on research, the employee having demonstrated ability and initiative in the performance of his/her duties and the nature and quality of the work performed warrants such progression.

Project/Research Officer Grade 3

Progression from Project/Research Officer Grade 2 to Project/Research Officer Grade 3 shall be by:

- (a) 12 months service on the maximum salary of Project/Research Officer Grade 2; and
- (b) the Public Employment Office being satisfied that he/she is responsible to the Head of the Unit for all of the work carried out in his/her individual field and has made original contributions of a recognised high scientific level in his/her professional field of work and that he/she is recognised as an authority therein; or
- (c) in the case of an employee engaged primarily in applied or adaptive research, the Public Employment Office being satisfied that he/she is responsible to the Director for all applied or adaptive research in his/her particular field of work and is recognised as an authority therein; or
- (d) in the case of an employee primarily engaged in advisory work, the Public Employment Office being satisfied that the quality of the work of the employee warrants such progression.

Project/Research Officer Grade 4

Progression from Project/Research Officer Grade 3 to Project/Research Officer Grade 4 shall be by:

- (a) 12 months satisfactory service on the salary of Project/Research Officer Grade 3 Year 3; and
- (b) the employee's qualifications, ability, reputation, standing and work in the employee's professional field, or the extent to which the employee is required to supervise and give professional direction of a significant nature to officers of an equivalent salary/grade are, or is such, that he/she would not continue to be fairly remunerated at the level of the salary prescribed in this Award or equivalent classification. Any decision as to the employees to whom such salary shall be payable shall be that of the Public Employment Office.

Project/Research Officer Grades 5 and 6

Appointment to this grade shall be by way of competitive selection for advertised vacancies.

Performance Review Committee

Suitability for progression to Project Officer Grade 3 and Grade 4 will be evaluated by a Performance Review Committee comprising:

- (a) the relevant Executive Director or nominee;
- (b) an independent person having professional status in the field relevant to the Project/Research Officer's area of expertise; and
- (c) a representative of the Public Employment Office.

Annexure 3**Salary Schedule for Field Officer Classification**

Classification and Grades	1.7.06 Per annum \$	1.7.07 Per annum \$
Field Officer		
Trainee		
1st year	36,972	NA
2nd year	37,923	NA

Field Officer Base Grade 1/2		
Employees Engaged on or after 1 July 2007		
Grade 1		
Year 1	NA	35,658
Year 2	NA	36,558
Grade 2		
Year 1	NA	37,402
Year 2	NA	39,146
Field Officer Grade 1/4		
Employees Engaged on or after 1 July 2007		
Grade 1		
1st year	NA	35,658
2nd year	NA	36,558
Grade 2		
1st year	NA	37,402
2nd year	NA	39,146
Grade 3 (A)		
1st year	NA	44,668
2nd year	NA	45,456
Grade 4 (A)		
1st year	NA	46,728
2nd year	NA	47,572
Field Officer Grade 1/4		
Employees engaged on or before 30 June 2007		
Grade 1		
1st year	40,418	41,227
2nd year	41,175	41,997
Grade 2		
1st year	41,792	42,628
2nd year	42,592	43,444
Grade 3 (A)		
1st year	43,367	44,668
2nd year	44,132	45,456
Grade 4 (A)		
1st year	44,931	46,728
2nd year	45,742	47,572
Field Officer Grade B3/B4		
Employees engaged on or before 30 June 2007		
Grade 3 (B)		
1st year	43,367	44,668
2nd year	44,132	45,456
Grade 4 (B)		
1st year	44,931	46,728
2nd year	45,742	47,572
Senior Field Officer and Senior Field Officer (Plant)		
Grade 1		
1st year	46,535	48,628
2nd year	47,176	49,455
Grade 2		
1st year	47,975	50,456
2nd year	48,826	51,511

Grade 3 (Geographic)		
1st year	49,243	NA
2nd year	50,085	NA
Field Supervisor		
Grade 1		
1st year	50,502	53,279
2nd year	51,380	54,500
Grade 2		
1st year	52,037	55,720
2nd year	52,969	56,942

Classification and Grades			
	1.7.06 Per annum		1.7.07 Per annum
Senior Field Supervisor	\$		\$
		Grade 1	
1st year	54,876	1st year	61,778
2nd year	55,815	2nd year	63,296
		Grade 2	
		1st year	64,815
		2nd year	66,333

Progression Criteria for Field Officer Classification

Progression Criteria

Field Officers

All Field Officer positions shall be at either the level of Field Officer Grade 1-2 or Field Officer Grade 1-4. Field Officers shall progress by annual increment subject to meeting the required progression criteria and competency levels as specified in this Annexure.

Where a Field Officer fails to progress, it shall be the responsibility of the Area Manager to discuss the reasons for the decision with the officer concerned. The discussion should also identify areas of where additional competencies or necessary training, where appropriate.

Field Officer Grade 1

Appointment to this grade shall be subject to competitive selection for advertised vacancies.

Appointment to this grade shall also be subject to:

- (a) possession of a current drivers licence; and
- (b) the officer having demonstrated the essential competencies from the Field Officer's competency schedule for Field Officer Grade 1.

Field Officer Grade 2

Progression to the level of Field Officer Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Field Officer Grade 1;
- (b) possession of a current drivers licence; and

- (c) the officer having demonstrated the essential competencies from the Field Officer competencies schedule for Field Officer Grade 2, as certified by the direct supervisor and the Regional Manager.

Field Officer Grade 3

Progression to the level of Field Officer Grade 3 shall be subject to:

- (a) 12 months satisfactory service at Field Officer Grade 2;
- (b) drivers licence; and
- (c) the officer having demonstrated the essential competencies from the Field Officers Competency Schedule for Field Officer Grade 3 as certified by the direct supervisor and Regional Manager.

In addition, joint assessment and certification by the Regional Manager and the direct supervisor that the officer is competent at performing the range of work required of a Field Officer Grade 3 and is also able to demonstrate the efficient application of the skills/qualifications attained.

Field Officer (Plant) Grade 3

This is an established position for a full time plant operator.

Appointment to this position shall be subject to:

- (a) the officer having demonstrated the essential competency from the Field Officer Competency schedule and these competencies being certified by the direct supervisor and Regional Manager; and
- (b) the officer possessing the relevant certificates of competency from the Work Cover Authority.

Provided further that appointment to Field Officer Plant shall be subject to competitive selection for advertised vacancies or by way of transfer.

Field Officer Grade 4

Progression to Field Officer Grade 4 shall be subject to:

- (a) 12 months satisfactory service of Field Officer Grade 3; and
- (b) all the essential and 10 desirable competency requirements for a Field Officer Grade 3 from the Field Officer competencies schedule as certified by direct supervisor and Regional Manager.

Field Officer (Plant) Grade 4

Progression to Field Officer (Plant) Grade 4 shall be subject to:

- (a) 12 months satisfactory service on salary of Field Officer (Plant) Grade 3; and
- (b) all the essential and 10 desirable competency requirements of a Field Officer (Plant) Grade 3 and these being certified by the direct supervisor and the Regional Manager.

Senior Field Officer Grade 1

Appointment to the position of Senior Field Officer Grade 1 shall be subject to:

- (a) competency requirements for appointment to Field Officer Grade 4.

The Senior Field Officer Grade 1 is the minimum classification for officers responsible for direct supervision of National Parks and Wildlife Service officers, volunteers and contractors.

Senior Field Officer (Plant) Grade 1

Appointment to the position of Senior Field Officer (Plant) Grade 1 shall be subject to:

- (a) competency requirements for appointment to Field Officer (Plant) Grade 4; and
- (b) the officer having demonstrated all the essential competencies as certified by direct supervisor and Regional Manager.

Provided further that appointment to Senior Field Officer Grade 1 and Senior Field Officer (Plant) Grade 1, shall be subject to competitive selection for advertised vacancies.

Senior Field Officer Grade 2

Progression to the position of Senior Field Officer Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Senior Field Officer Grade 1
- (b) the officer meeting the competency requirements for appointment to Senior Field Officer Grade 1; and
- (c) the officer having demonstrated all essential and 5 desirables for Senior Field Officer Grade 2, as certified by the direct supervisor and the Regional Manager.

Senior Field Officer (Plant) Grade 2

Progression to the position of Senior Field Officer (Plant) Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Senior Field Officer (Plant) Grade 1;
- (b) competency requirements for appointment to Senior Field Officer Grade 1 (Plant); and
- (c) the officer having demonstrated all essential and 5 desirable competencies for Senior Field Officer Grade 2 (Plant), as certified by direct supervisor and Regional Manager.

Senior Field Officer Grade 3

This is a geographic position which will apply to smaller Areas where by virtue of their size, a Field Supervisor is not justified, but where as a consequence of the range of duties undertaken, the Senior Field Officer would do the work of a Field Supervisor.

Progression to the positions of Senior Field Officer Grade 3 is subject to:

- (a) the officer having demonstrated the appropriate level of skill and competency for the level of Senior Field Officer Grade 3.

Field Supervisor Grade 1

Appointment to the position of Field Supervisor Grade 1 shall be subject to:

- (a) competency requirements for appointment to Field Supervisor Grade 1. Senior Field Officer (Plant) are also eligible for appointment but must demonstrate the wider skills required for general Senior Field Officer classification; and
- (b) the officer having demonstrated the appropriate level of competency for Field Supervisor Grade 1, as certified by direct supervisor and Regional Manager.

Field Supervisor Grade 2

Progression to the position of Field Supervisor Grade 2 shall be subject to:

- (a) 12 months satisfactory service at Field Supervisor Grade 1; and
- (b) competency requirements for appointment to Field Supervisor Grade 2 as certified by direct supervisor and Regional Manager. Senior Field Officers (Plant) are also eligible for appointment but must demonstrate the wider skills required for general Senior Field Officers competencies.

Senior Field Supervisor

Appointment to the level of Senior Field Supervisor Grade 1 shall be subject to:

- (a) the officer demonstrating all essential competency requirements for appointment to Field Supervisor Grade 2, as certified by direct supervisor and Regional Manager.

Appointment to this classification shall be subject to competitive selection for advertised vacancies.

Annexure 4**Casual Leave Entitlements**

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

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

- (i) the employee or employee's spouse is pregnant; or
- (ii) 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.

Personal Carers entitlement for casual employees

- (i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in clause 26 who is sick and requires care and support, or who require care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (iv), and the notice requirements set out in (v).
- (ii) The Department Head and the 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.
- (iii) A Department Head 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.
- (iv) The casual employee shall, if required,
 - (a) establish either by production of a medical certificate or statutory declaration. the illness of the person concerned and that the illness is such as to require care by another person, or

- (b) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- (c) In normal circumstances, a casual employees must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (v) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

Bereavement entitlements for casual employees

Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).

The Department Head and the casual 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

A Department Head 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.

The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

PART C

Memorandum Of Understanding

Parties

The parties to this Memorandum of Understanding are:

The Director of Public Employment (Department of Environment and Conservation) ("the Department"); AND

The Public Service Association and Professional Officers' Association- Amalgamated Union of New South Wales; and

The Association of Professional Engineers, Scientists and Managers Australia (NSW Branch). ("The unions").

1. Introduction

- 1.1. This Memorandum of Understanding reflects the agreement reached between the department and the unions in respect of negotiations throughout 2004, 2005 and 2006 following the amalgamation of the former National Parks and Wildlife Service; the former Resources NSW; the Environment Protection Authority and the Royal Botanic Gardens and Domain Trust, into the Department of Environment and Climate Change.

1.2 This Memorandum will be implemented through two awards -

The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award, and

The Crown Employees (Department of Environment and Conservation) Parks and Wildlife - Conditions of Employment Award.

Both the awards will be consent awards and will have a duration of 3 years commencing from the date the Awards are made by the Industrial Relations Commission of New South Wales.

1.3 The parties agree that the existing Botanic Gardens Awards will be retained with agreed changes implemented by way of a determination or determinations made pursuant to s.130 of the *Public Employment and Management Act 2002*.

1.4 The parties agree to lodge the consent award applications with the Industrial Relations Commission of New South Wales, no later than 1 November 2006.

1.5 The parties also agree that none of the conditions; allowances or any other monetary payments expressed in either of the new awards or this memorandum will come into effect until such time as the new awards have been made. All existing arrangements shall continue until such time as the new awards are operative

1.6 This Memorandum shall have a term commencing from the date the memorandum is signed by the parties until the expiry of the two awards.

1.7 The parties agree that this Memorandum shall also express the agreed position of the parties in respect of a number of issues that have been the subject of negotiation but have not been included in either of the awards.

1.8 The parties agree that both awards and any Botanic Gardens determinations made subject to this Memorandum will include a clause stating that, for the duration of the Awards, there shall be no further claims in respect of conditions of employment; the payment of new allowances or the quantum of existing allowances.

1.9 The parties agree that those matters not addressed in this Memorandum or attachments to this Memorandum shall remain as per the existing provisions of the current awards, save for those parts of the award that require amendment to correct dates; titles; spelling; grammar etc.

The parties agree that this Memorandum of Understanding may be relied upon by any party in respect of any proceeding before the Industrial Relations Commission of New South Wales.

2. Matters Agreed - Non- Award

2.1 Departmental Performance Management System: The parties agree that current performance management systems operating within the Department and known as SPEADS; PMD and CAPS shall be replaced with a single departmental wide performance management system. The parties further agree that until such time as the new system is operational, the current arrangements in situ for performance management shall continue.

2.2 Cultural Heritage Division: (a) The parties agree that those positions currently known as Aboriginal Project Officers 1-2 will transfer to the EPO 2-7 grade on the salary scale and Aboriginal Project Officers 3-4 will transfer to the EPO 9 grade on the salary scale. The date of transfer to the new salary scale shall be as at the date that the awards are made.

(a) The parties agree to develop progression criteria for the Aboriginal Project Officer positions after the signing of this memorandum of understanding and prior to the making of the award.

- (b) The parties agree that Aboriginal Project/Research Officers who have already transitioned to the EPO salary scale shall have a period of 12 months after the date of the making of the award to submit an application for a progression. If such an application is successful, then progression shall take place and salaries shall be paid as a personal salary to the appropriate point on the Aboriginal Project/Research officer salary scale.
 - (c) The parties agree that all other staff currently employed within the Cultural Heritage Division will transfer to the closest salary point on the EPO salary scale that is equal to or less than their existing salary rate. The parties agree that where such a transfer would result in the employee being paid at a lower rate, the employee shall be paid a personal salary to the equivalent amount paid under the previous salary scale; such personal salary rate to continue until such time as the employee vacates the transferred position or receives an increment that would take them past their previous personal salary. The parties further agree that there is no requirement or need for any of the positions effected by sub-clause (d) to undergo a job evaluation so as to facilitate the transfer to the new salary scale.
 - (d) The parties agree that all staff transferred from the Cultural Heritage Division to the EPO salary scale who currently receive the remote area allowance as per the Crown Employees (NPWS) Conditions of Employment 2000 award (clause 5 (D)) shall be paid the difference in the amount paid pursuant to this award and the amount paid pursuant to the Crown Employees (Public Service Conditions of Employment) Award as a personal salary whilst they continue to occupy the same position.
- 2.3 Interim Award Arrangements: (a) the parties agree that the arrangement made between the parties following the amalgamation of the department (the interim award arrangement) shall cease upon the making of the new awards
- (a) the parties further agree that all staff employed in Policy & Science Division (PSD); Environment Protection and Regulation Division (EPRD); Sustainability Programs Division (SPD), Corporate Services Division (CSD); Strategy Communication and Governance Division (SC&GD) pursuant to the Crown Employees (NPWS) Conditions of Employment 2000 Award will transfer to the closest salary point on the EPO salary scale that is equal to or less than their salary rate.
 - (b) The parties agree that where such a transfer would result in the employee being paid at a lower rate, the employee shall be paid a personal salary to the equivalent amount paid under the previous salary scale; such personal salary rate to continue until such time as the employee vacates the position to which they were transferred or receives an increment that would take them past their previous personal salary.
 - (c) The parties agree that in the case of two officers employed in the Threatened Fauna and Ecology Unit, the 5/7 allowance currently paid to these officers will cease but the equivalent amount will be paid by way of a salary adjustment which shall be regarded as a personal salary for as long as the officers concerned continue to occupy their current positions.
 - (d) The parties agree that Project/Research Officers who have already transitioned to the EPO salary scale shall have a period of 12 months after the date of the making of the award to submit an application for progression. If such an application is successful, then progression will take place and salary shall be paid as a personal salary to the appropriate point on the PRO salary scale.
- 2.4 Review of Competency Standards for Rangers and Roles of Senior Rangers: (a) The parties agree that the Department shall undertake a
- review of the operation of competency standards as currently applied in respect of rangers.
 - review of roles of Senior Rangers.
- (a) The parties agree that these reviews shall be commenced as soon as is practicable after the signing of this Memorandum of Understanding.

- 2.5 Review of Remote Areas Allowance : The parties agree to enter into discussions with a view to updating the Remote Area Allowances. The parties further agree such discussions would commence after the new award arrangements have been implemented but no later than 1 July 2007. The parties also agree that if the parties can reach agreement in respect of the remote areas allowance the relevant award will be varied by consent to reflect the agreed position.

3. Matters Agreed - for Inclusion in the Awards.

- 3.1 Study Assistance: the parties agree that both the awards and the BGT determination shall incorporate the agreed position in respect of study assistance. The details of the agreed position are set out in Attachment 1 to this agreement.
- 3.2 Contact with Employees on Parental or Maternity Leave: the parties agree to insert within the Parks and Wildlife Division Award a clause containing the following words: "maintain contact with employees specifically in the context of workplace change, restructuring and office relocations and attendance at relevant training courses."
- 3.3 Families and Fieldwork: the parties agree that the provisions as set out in clause 36(i);(vi); and (vii) of the Crown Employees (National Parks and Wildlife) Conditions of Employment 2000 Award shall be included within both of the new awards.
- 3.4 Pattern of Hours Worked and Flexitime: (a) the parties agree that a new common provision setting out the pattern of hours and flexitime will be included in both new awards and BGT determination. The new provision shall adopt elements of the system currently in place for Parks and Wildlife Division staff and the system currently in place for EPO staff under the current EPA Award. The parties agree that the details of the provision to be included in the awards are as set out in Attachment 2 to this Memorandum of Understanding;
- (a) the parties further agree that in DEC (General) Award and in the BGT determination the new provisions shall reflect a Coretime of 10.00 to 15.00 and a Bandwidth of 10.5 hours commencing at 7:30 a.m. and ceasing at 6:00 p.m. The parties agree that core time and bandwidth may be varied only in circumstances where prior approval has been granted for such a variation;
- (b) the parties further agree that in PWD, consistent with clause 10 Hours of the NPWS Award, (vi) "A roster of hours and days must be set and agreed to in writing 2 weeks before the 4 week roster period starts" appropriate administrative arrangements will be put in place.
- 3.5 Incident Conditions: (a) the parties agree to include within the new The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award a clause which will enable suitably qualified staff to be temporarily assigned to the following specific incident positions as currently defined in the Crown Employees (National Parks and Wildlife Service) Conditions of Employment 2000 Award -

Incident Controller
 Logistics Officer
 Planning Officer
 Operations Officer
 Divisional Commander
 Sector Commander
 Crew Leader
 Crew Member

And/or to the following positions which the parties agree shall be added to the relevant clause of the Crown Employees (Department of Environment and Conservation) Parks and Wildlife - Conditions of Employment Award -

Deputy Incident Controller
 Safety officer
 Situation Officer

Situation Unit Leader
 Resource Officer
 Resources Unit Leader
 Air Attack Supervisor
 Air Operations Manager
 Air Base Manager
 Air Observer.

- (a) the parties further agree, that staff assigned to undertake such roles shall be paid the relevant wage/salary for the position for the period they occupy the position during the incident.
 - (b) the parties agree that other staff covered by The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award who are assigned to non-specific incident positions during a defined incident shall be paid their normal salary rate for ordinary hours worked with overtime payable for the time worked beyond the employee's agreed bandwidth.
 - (c) the parties agree that rates for current specific incident positions shall be adjusted to reflect increases under the Crown Employees (Public Service Salaries) Award since 1997.
 - (d) the parties agree that all designated incident positions (current and additional) shall undergo an evaluation process as soon as is practicable after the commencement of the new award.
- 3.6 After Hours Incident Service: (a) the parties agree that The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award shall incorporate the late call allowance into the weekly allowance that will result in the weekly allowance being \$339.00 per week with an additional amount of \$104.00 for each public holiday that falls on a weekday in a roster week;
- (a) the parties further agree that the out of hours disturbance allowance currently paid to supervising officers will be reviewed as part of the general review of the procedural guidelines governing the operation of the After Hours Incident Service;
 - (b) the parties agree that these allowances will be adjusted in line with the Crown Employees (Public Sector Salaries 2004) Award or any successor instrument to this award.
- 3.7 Qualification Requirements: the parties agree to insert a clause within the Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award which states:
- "The parties agree that qualifications are not to be used as barriers to appointment or promotion, however, where appropriate, eg. for technical competency and legal requirements; position descriptors will include qualifications."

Attachment. 1

DEC General and DEC (PWD) & BGT Determination

Study Assistance

- (i) DEC will support employees gaining additional skills through formal study and who are progressing through their course in a consistent way based on the timeframe indicated by the providing institution. Where a subject is failed an intention to catch-up must be demonstrated.
- (ii) Employees are entitled to apply for study time and study leave in accordance with the provision of the Personnel Handbook 1999 or subsequent revision.

- (iii) The following costs associated with courses -

Higher Education Contribution Help scheme Fee; or

TAFE compulsory fees; or

Compulsory post-graduate fees; or

Compulsory full fee paying course fees

will be reimbursed by the Department in accordance with the guidelines following.

- (iv) The proportion of fees to be reimbursed where the employee's application for study assistance has been approved under these guidelines, and:

(a) is their first qualification as an employee of DEC: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to DEC operations or needs and is approved as such by the Director General; or

(b) is their second or successive qualification as an employee of DEC: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to DEC operations or needs and is approved as such by the Director General.

- (v) Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of subclause (iv)(a) or \$12,000 in respect of sub-clause (iv)(b), where other requirements have been met as in subclause (viii) below.

- (vi) At the discretion of the Director General and where the Director General determines that it is in the interests of the Department, approval may be given for a maximum of eight annual approvals as set out in (v) above.

- (vii) To be eligible to receive a refund, an employee must:

(a) have been employed in the Department prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested;

(b) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and

(c) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.

- (viii) Staff members who received prior approval for study assistance:

(a) under this clause or similar clause/policy of a related entity, and

(b) commenced the approved course/subject under the award or policy at the time, and

(c) there is no break in the continuity of study and successful completion.

Will be regarded as under the award clause or policy until the completion of the approved course/study. Any subsequent application for study assistance will be treated as a second application under subclause (iv)(b) of this clause.

- (ix) The costs associated with courses as outlined in subclause (iii) above are based on current 2006 costs. The parties to this Award agree, where there is a significant increase in costs the parties shall seek to resolve any increase in the listed amounts in subclauses (iv) (a)(b) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

Attachment 2

DEC General as part of current EPA Flexitime clause, BGT Determination and DEC (PWD) clause

Pattern of Hours

- (i) Pattern of hours is the way hours are worked each settlement period; ie, start/finish times and days of the week for 7-day roster workers.
- (ii) Patterns of hours can be either flexitime, where start/finish times are flexible within the bandwidth; or, determined where start/finish times are set.

A. Flexitime

- (i) Employees are able to take two (2) flexi days off in a settlement period, as long as they have accumulated enough hours to do so.
- (ii) With prior management approval, employees may accumulate a credit balance of 14-35 hours to enable them to have up to 5 flexi days in a settlement period, to be taken at a mutually convenient time.
- (iii) Employees who continually fail to take annual leave as a result of taking extended periods of flex leave may be placed on standard hours by management following appropriate consultation until a reasonable leave balance is established in accordance with the award provisions.
- (iv) Supervisors will have full and open 24 hour access to Employees' time sheet records and records pertaining to an employee flex leave.
- (v) Employees may carry forward to the next settlement period, in accordance with i) and ii) above a credit balance of up to 35 hours or a debit balance of 10 hours.
- (vi) Flex leave can be taken at either the beginning or end of a period of leave.
- (vii) Flexidays can be taken as either 1/2 days or full days. Time outside the bandwidth will not accrue to flexitime balance.
- (viii) Employees must have prior approval before taking flex leave.
- (ix) On cessation of duty Flexi Credits will be dealt with in accordance with Clause 20 (n) of the Crown Employees (Public Service Conditions of Employment) Award 2002 as varied.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (DEPARTMENT OF ENVIRONMENT AND CLIMATE CHANGE) GENERAL AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Environment and Climate Change NSW.

(No. IRC 1986 of 2007)

Before Commissioner Ritchie

6 November 2007

AWARD

1. Arrangement

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MONETARY RATES

Schedule 1 - Salaries

PART C

Memorandum of Understanding

PART A**2. Definitions**

"Award" means any Award made under the *Industrial Relations Act 1996*.

"Class" means a Class listed in subclause 6.8, of clause 6, Salary System of this Award.

"Determination" means any Determination made by the Public Employment Office pursuant to the provisions of Section 130 of the *Public Sector Employment and Management Act 2002*.

"Department" means the Department of Environment and Climate Change (DECC).

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

"Delegate" means an officer who has been delegated certain powers by the Director General pursuant to s.15 of the *Public Sector Employment and Management Act 2002*.

"Declared incident" means an unscheduled activity in the Parks and Wildlife Group (PWG) of the Department such as wildfire suppression, wildlife rescue, flood and storm relief, search and rescue, cetacean stranding, accident and substance spill attendance, or as otherwise approved by the Director General or their delegate (N.B. Does not include hazard reductions in PWG).

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

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

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

"EO" means Environment Officer.

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

"Industrial Agreement" means an Industrial Agreement under the *Industrial Arbitration Act 1940* that is continued in force by the provisions of the *Industrial Relations Act 1996*.

"Memorandum of Understanding" means the document signed by the parties to this Award on 10 August 2006.

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

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

"Public Sector Agreement" means any Agreement made pursuant to the provisions of section 131 of the *Public Sector Employment and Management Act 2002*.

"Reporting Officer" means an officer who has direct supervisory responsibility for an officer, for performance management and reporting purposes.

"Salary Point" means a salary nominated within a Class.

"Salary Scale" means the whole set of salaries payable under this Award.

"Subject Officer" means a officer who reports to a Reporting Officer for performance management and reporting purposes.

"Union" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, or the Association of Professional Engineers, Scientists and Managers Australia (NSW Branch), having regard to their respective coverage.

3. Memorandum of Understanding

The Memorandum of Understanding at Part C was signed by the parties to this award on 10 August 2006 and should, where appropriate be read in conjunction with this award.

4. Parties

4.1 The Parties to this Award are:

- (i) Director of Public Employment for the Department of Environment and Climate Change (DECC);
- (ii) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales;
- (iii) Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch).

4.2 In this Award "the Association" or "the Union" means:

- (i) The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales; and
- (ii) The Association of Professional Engineers, Scientists and Managers Australia (New South Wales Branch) in respect of:
 - (a) Professional Engineers as defined in the rules of the Association of Professional Engineers, Scientists and Managers Australia (New South Wales Branch) which, without limiting that category includes:
 - (i) Persons employed in the classification of Engineer;
 - (ii) Persons performing professional engineering work; and
 - (b) Existing members of the Association of Professional Engineers, Scientists and Managers Australia (New South Wales Branch) to the extent that they do not come within subparagraph 4.2(ii)(a).

5. Salaries

5.1 The salaries and allowances contained in Part B, Monetary Rates, Schedule 1 of this award will be adjusted to reflect any variation to Salaries and Allowances in the Crown Employees (Public Sector - Salaries 2007) Award or any successor instrument to that award.

6. Salary System

6.1 The rates of pay for officers of the Department will be in accordance with the rates contained in Schedule 1, subject to any agreed Salary and Benefit Packaging arrangement.

6.2 Each officer covered by the award will be classified as an Environment Officer and paid within the salary classes as set out in Schedule 1, subject to any agreed Salary and Benefit Packaging arrangement.

- 6.3 The level of appointment to a salary point within a Class will be determined by the Director General or delegate, following assessment of an applicant's past work experience in a related field and/or relevant skill levels and/or educational qualifications. Where an officer is promoted to a higher Class, they will move to the minimum salary point of the higher Class, or at least one salary point above their current substantive salary, whichever is the higher.
- 6.4 Any officer who possess the Higher School Certificate or equivalent will be appointed to no less than the 2nd salary point of Class 1 as set out in Schedule 1 subject to any agreed Salary and Benefit Packaging arrangement.
- 6.5 Any officer aged 21 years or over will be appointed to no less than the salary prescribed for Class 1 salary point 4 as set out in Schedule 1 subject to any agreed Salary and Benefit Packaging arrangement.
- 6.6 Movement from one salary point to another within a Class will be subject to the Department's Staff Appraisal and Performance Related Pay provisions or any subsequent Performance Management System as agreed to by the parties.
- 6.7 Movement from Class to Class will be by way of appointment to a vacancy except in the circumstances described in paragraph 6.8.7 below.
- 6.8 Environment Officer 2-7 Classification Scale
- 6.8.1 From the date of the making of this Award positions classified as EO 2-7 on the salary scale will be filled by new graduates, as part of the Graduate Recruitment Program and shall be paid in accordance with the salary scale in Table 1 below.
- 6.8.2 From the date of the making of this Award Aboriginal Project Officers employed by the Department will be paid in accordance with the EO 2-7 salary scale.
- 6.8.3 In limited circumstances the EO 2-7 classification may be applied for specialist positions where recruitment to such positions under a differing classification scale has proven to be unsuccessful.
- 6.8.4 The relevant salary points on the EO 2-7 are shown in Table 1 below.

Table 1

Point 1	Class 2	Salary point 3
Point 2	Class 3	Salary point 2
Point 3	Class 4	Salary point 2
Point 4	Class 5	Salary point 2
Point 5	Class 6	Salary point 2
Point 6	Class 7	Salary point 1
Point 7	Class 7	Salary point 2
Point 8	Class 7	Salary point 4

- 6.8.5 Officers with a recognised 3 year degree or qualifications deemed by the Department as equivalent will be appointed to point 1 on the EO 2-7 salary scale.
- 6.8.6 Officers with a recognised 4 year degree or higher or qualifications deemed by the Department as equivalent will be appointed to point 2 on the EO 2-7 salary scale.
- 6.8.7 Officers on the above scale shall be eligible to progress beyond Class 6 Salary Point 2 subject to:
- (i) the availability of work at the higher level in the officer's discipline/s; and
 - (ii) demonstrated ability and capacity to undertake more responsible work, as deemed appropriate by the Department having regard to the officer's discipline/s.

6.8.8 For officers on the above scale, work will be redesigned from time to time, in accordance with the agreed process, to ensure that the work performed by the officer is commensurate with the Class that they currently occupy.

6.8.9 Progression beyond Class 7 salary point 4 will be by way of promotion to a vacant position.

7. Qualifications

7.1 The parties to this award have agreed that qualifications are not to be used as barriers to appointments or promotion, however, where appropriate (e.g. for technical, competency and legal requirements), position descriptions will include qualifications.

8. On Call Allowance for Public Affairs Officers and Information Management & Communications Technology (IM&CT) Officers

8.1 A weekly allowance of \$185 per week (of 7 days) shall be paid to officers of the Public Affairs Branch or IM&CT Branch who are directed to be on call.

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

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

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

8.5 The allowance shall compensate the officer for minor follow up work that may result from the call.

8.6 Where an officer is required to return to work again after the initial call out, the officer shall be paid for the actual time spent attending the second and subsequent call outs.

8.7 Extension of this provision to other work areas, classifications or specific jobs will be done in consultation with the Union.

9. Working Hours Including Flexible Working Hours

9.1 So as to ensure consistent application of the new provisions across the Department the commencement date for the provisions set out in this clause of the award shall be as agreed between the parties.

9.2 Ordinary Working Hours

9.2.1 Full-time ordinary working hours shall be 35 hours per week, Monday to Friday.

9.3 Bandwidth

(i) Bandwidth is the period during the day when staff may record time worked and accrue flextime.

9.3.1 Standard Bandwidth

(i) The Standard Bandwidth is 10.5 hours commencing at 7:30 a.m. and ceasing at 6:00 p.m.

(ii) The maximum number of hours that can be recorded as being worked under this bandwidth is 10 hours (10.5 hours less a 0.5 hour lunch break).

- (iii) This will be the bandwidth that an officer covered by this award operates under unless their bandwidth is varied as per paragraph 9.3.2 below.

9.3.2 Varied Bandwidth

- (i) The Standard Bandwidth starting and finishing times may only be varied in circumstances where prior approval has been granted for such a variation by the officer's supervisor or Reporting Officer. A variation may apply to a group of officers or an individual.

9.4 Coretime

- (i) Coretime is the specified period during the day when staff are required to be on duty, unless on authorised leave.

9.4.1 Standard Coretime

- (i) The Standard Coretime hours for the Department will be 10:00 a.m. to 3:00 p.m. The maximum (unpaid) meal break which can be taken by an officer during Standard Coretime is 2.5 hours (as per paragraph 9.5.1 below), such that the minimum an officer must work during Coretime, exclusive of a meal break, is 3.5 hours.

9.4.2 Varied Coretime

- (i) The Standard Coretime may only be varied in circumstances where prior approval has been granted for such a variation by the officer's supervisor or Reporting Officer. A variation may apply to a group of officers or an individual.

9.5 Meal Breaks

9.5.1 An officer on the Standard Bandwidth and Standard Coretime is entitled to take a meal break between the hours of 11:30 a.m. and 2:30 p.m. The minimum meal break is 30 minutes and the maximum is 2.5 hours.

9.5.2 An officer working a Variable Bandwidth and/or Coretime may take their meal break at a time agreed between the officer and their supervisor or Reporting Officer. The minimum meal break is 30 minutes and the maximum is 2.5 hours. An officer shall not be required to be on duty for more than 5 hours from the time of commencement without a meal break

9.6 Accrual and the taking of flex leave

9.6.1 Officers are able to take 14 hours ie. two (2) flex leave days off in a settlement period, as long as they have accumulated enough hours to do so.

9.6.2 With prior management approval, officers may accumulate a credit balance of 14-35 hours to enable them to have up to 5 flex leave days in a settlement period, to be taken at a mutually convenient time.

9.6.3 Officers who continually fail to take annual leave as a result of taking extended periods of flex leave may be placed on standard hours by management following appropriate consultation until a reasonable leave balance is established in accordance with the award provisions.

9.6.4 Supervisors will have full and open 24 hour access to an officer's time sheet records and records pertaining to an officer's flex leave.

9.6.5 Officers may carry forward to the next settlement period, in accordance with paragraphs 9.6.1 and 9.6.2 above a credit balance of up to 35 hours or a debit balance of 10 hours.

9.6.6 Flex leave can be taken at either the beginning or end of a period of leave.

9.6.7 Flex leave can be taken as either 1/2 days or full days. Time outside the bandwidth will not accrue to flex time balance.

9.6.8 Officers must have prior approval before taking flex leave.

9.6.9 On cessation of duty Flex Credits will be dealt with in accordance with subclause 21(n) of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any successor instrument to that Award.

10. Overtime

10.1 General overtime conditions of officers under this Award shall be regulated in accordance with the provisions contained within the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any successor instrument to that Award.

11. Excess Travelling Time

11.1 Time spent travelling within the time prescribed, as defined under clause 27 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any successor instrument to that Award:

(i) Before the agreed bandwidth commences, and up to 1 hour thereafter, and

(ii) From one hour prior to the end of the agreed bandwidth, shall be able to be claimed as 'Travelling time'.

11.2 Provided that Travelling time shall not include any period of travel between 11:00 p.m. on any one day and the start of the officer's bandwidth on the following day where the officer has travelled overnight and sleeping facilities have been provided for the officer.

11.3 Where organisational requirements prevent an officer taking Time Off In Lieu for Excess Travelling Time under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 or any successor instrument to that Award it will be paid out on application.

11.4 The accrued time in lieu may be added to the officer's Accrued Flex hours under subclause 9.6 to be taken at a mutually convenient time but at all times the nature of the time being accrued i.e. time in lieu or flex time, must be clearly distinguished and recorded by the officer.

12. Irregular Shiftwork

12.1 From time to time the Department may request an irregular or infrequent shift to be performed during the period Monday to Friday.

12.2 Where shift work is irregular or infrequent, the Department shall pay a shift allowance of 30% on the normal daily rate.

12.3 No officer, unless it is part of that officer's normal duties, or by way of mutual agreement, shall be required to perform such a shift.

12.4 The requirement to work an irregular shift should not, of itself, reduce the need to work overtime on the day concerned. However, officers working an irregular shift will be paid overtime, or may opt to take time off in lieu at overtime rates for any time worked in excess of seven hours. Flex time credits cannot be accrued when working an irregular shift.

12.5 An officer shall be eligible for an irregular shift allowance if required to commence duty outside of the hours 5:30 a.m. to 10:00 a.m., and the officer is not eligible for a regular shift allowance.

12.6 After an officer has worked an irregular shift, the officer must take a break of 10 hours prior to recommencing work. However, if requested by the Department because of special circumstances to

recommence work without completing a 10 hour break, overtime shall be paid from the time work is recommenced until such a break is taken.

13. Annual Leave Loading

13.1 An officer who is eligible for leave loading, may elect to:

- (i) be paid their leave loading when they take sufficient leave (i.e. Recreation leave and/or Extended leave together with Flex days and/or public holidays totalling 10 or more week days), or;
- (ii) defer their payment until the end of the relevant leave year, i.e. 30 November.

Wherever possible, payment will be made on the first pay day after 30 November.

14. Families and Field Work

- 14.1 Officers covered by this Award from time to time will be required to undertake either field work or to work away from their normal headquarters.
- 14.2 Officers who wish to be accompanied by a family member on single day trips, must obtain approval from their supervisor or reporting officer prior to the trip for the purpose of insurance coverage.
- 14.3 Officers who wish to be accompanied by a family member on working trips of more than one day must obtain approval from their supervisor or reporting officer.

15. After Hours Incident Service (AHIS)

15.1 Arrangements

15.1.1 Suitably qualified and trained officers from the Climate Change & Environment Protection Group of the Department will be required to perform After Hours Incident Service duties. These duties are in addition to their ordinary weekly hours of work.

15.1.2 Details of the operational arrangements and conditions relating to the Department's After Hours Incident Services are set out in the Department's Procedure Guide as agreed to by the parties.

15.2 Payment

15.2.1 Payments to officers 'rostered on' the AHIS at the date of making this award will be:

\$352.56	per week allowance - the weekly allowance incorporates the components for "inconvenience" and six incoming calls after/before ordinary hours of work;
\$17.26	for each incoming call above 6 during a roster - Not limited
\$108.16	per public holiday falling on a weekday; in addition to weekly allowance

Non-rostered officers contacted for advice out of ordinary hours of work shall receive:

\$34.74	When contacted after/before ordinary hours of work (refer to subclause 9.2)
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15.2.2 The parties acknowledge that the provisions in paragraph 15.2.1 compensate an officer for a reasonable amount of time and work in responding to calls after normal working hours. However, on some occasions responding to a call or calls may require time and work in excess of reasonable expectation, in which case the officer can apply to their Reporting Officer to claim overtime. Each claim will be considered on its merits and an application does not guarantee approval. Any overtime approved will be paid at a minimum of three (3) hours at overtime rates. Overtime under this clause may not be claimed in addition to being Called-Out (refer subclause 15.3) for the same period.

15.2.3 These allowances will be paid on the basis of claims made by the officer, and will not form part of an officer's substantive salary, and therefore do not affect the calculation of leave or superannuation.

15.3 Call-Out

15.3.1 An officer rostered on the AHIS and called out by a person/organisation so authorised by the Department in order to investigate pollution complaints, surveillance of potential pollution sources, or in other emergency situations outside normal working hours, will be paid a minimum of three (3) hours at overtime rates.

15.3.2 This rate will also apply to subsequent calls, provided that these are attended to after the three (3) hours time frame set by the original call out has elapsed.

15.3.3 Where an officer is called out he/she is entitled to a ten hour rest break before recommencing duty. The ten hour rest period will commence from when the officer finished the last call relating to the call-out or returned home from attending an emergency situation.

15.3.4 Where an officer is directed by management to resume working before completing a ten hour break the officer will be paid at overtime rates for all hours worked, until a ten hour break is taken.

15.3.5 Overtime is not payable when an officer resumes working, of his/her own accord before completing a ten hour break

16. Out of Hours Disturbance- Supervising Officers

16.1 Supervising Officers who are not rostered on duty on the After Hours Incident Service will receive an allowance of \$34.74 if contacted for advice or assistance in relation to emergency complaints or pressing issues outside normal working hours. Such payment will only be made once in any twenty-four (24) hour period. This allowance is not payable when an officer is Called-Out as in subclause 15.3, when overtime rates will apply as contained in that clause.

16.2 The parties acknowledge that the provisions in subclause 16.1 compensate an officer for a reasonable amount of time and work in responding to calls after normal working hours. However, on some occasions responding to a call or calls may require time and work in excess of reasonable expectation, in which case the officer can apply to their Reporting Officer to claim overtime. Each claim will be considered on its merits and an application does not guarantee approval. Any overtime approved will be paid at a minimum of three (3) hours at overtime rates. Overtime under this clause may not be claimed in addition to Call-Out provisions (refer subclause 15.3) for the same period.

17. Declared Incidents

17.1 From time to time officers may be called upon to assist in the Department's response to a declared incident in the Parks and Wildlife Group of the Department.

17.2 A declared incident is not the same as an after hours incident as per clause 15 of this award. An incident is declared and approved by a PWG Regional Manager or other suitably authorised officer of the Department and remains in place until such time as the declaration of the incident is lifted.

17.3 Officers with specific skills and expertise may, at the discretion of the Director General or delegate, be temporarily assigned to work on a declared incident in the PWG.

17.4 Designated Incident Positions

(i) Officers temporarily assigned to a designated incident position as contained in clause 29, table 4, in the PWG Award are entitled to receive the conditions and remunerations under the Incident Conditions provisions of the Crown Employees (Department of Environment and Climate

Change - Parks and Wildlife Group) Conditions of Employment Award, or any successor instrument to that Award.

17.5 Assignment to non-designated incident support roles

17.5.1 In special circumstances an officer may, at the discretion of the Director General or their delegate, be assigned to specific support roles that are not a designated incident position as contained in subclause 17.4 but are associated with a declared incident.

17.5.2 Officers assigned to these roles shall be paid their normal salary rate for the ordinary hours worked with overtime rates payable beyond the officer's agreed bandwidth for the duration of the declared incident or until they return to normal duties.

18. Study Assistance

18.1 The Department will support officers gaining additional skills through formal study and who are progressing through their course in a consistent way based on the timeframe indicated by the providing institution. Where a subject is failed an intention to catch-up must be demonstrated.

18.2 Officers are entitled to apply for study time and study leave in accordance with the provision of the Personnel Handbook 1999 or subsequent revision.

18.3 The following costs associated with courses -

- (i) Higher Education Contribution Help scheme Fee; or
- (ii) TAFE compulsory fees; or
- (iii) Compulsory post-graduate fees; or
- (iv) Compulsory full fee paying course fees;

will be reimbursed by the Department in accordance with the guidelines following.

18.4 The proportion of fees to be reimbursed where the officer's application for study assistance has been approved under these guidelines, and

- (i) is their first qualification as an officer of DECC will be: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to DECC operations or needs and is approved as such by the Director General; or
- (ii) is their second or successive qualification as an officer of DECC: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to DECC operations or needs and is approved as such by the Director General.

18.5 Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of paragraph 18.4(i) or \$12,000 in respect of paragraph 18.4(ii), where other requirements have been met as in subclause 18.7 below.

18.6 At the discretion of the Director General and where the Director General determines that it is in the interests of the Department, approval may be given for a maximum of eight annual approvals as set out in subclause 18.5 above.

18.7 To be eligible to receive a refund, an officer must:

- (i) have been employed in the Department prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested;

- (ii) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and
 - (iii) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.
- 18.8 Officers who have received prior approval for study assistance for a particular course, or qualification under either the former PWG policies that existed prior to the implementation of this award, shall continue to receive their financial assistance in accordance with those policies and their current approval for that specific course or qualification. Any new application for another course of study will be dealt with under the provisions of this Award.
- 18.9 Where there is no break in the continuity of study and given successful completion of approved study under paragraph 18.4(i) any subsequent application for study assistance will be treated as a second application under paragraph 18.4 (ii).
- 18.10 From the 1st January 2008 officers who seek financial assistance for study, will be covered by the new provisions set out in the MOU.
- 18.11 The costs associated with courses as outlined in paragraphs 18.3(i)-(iv) above are based on current 2006 costs. The parties to this Award agree, where there is a significant increase in costs the parties shall seek to resolve any increase in the listed amounts in paragraphs 18.4(i) and 18.4(ii) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

19. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

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

- (i) permanent full-time and part-time officers;
- (ii) temporary officers, subject to Departmental convenience; and
- (iii) casual employees, subject to the Departmental convenience, and limited to salary sacrifice to superannuation in accordance with subclause 19.7.

19.2 For the purposes of this clause:

"salary" means the salary or rate of pay prescribed for the officer's classification by subclause 6.8 or Part B Monetary Rates, Schedule 1 - Salaries, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.

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

19.3 By mutual agreement with the Director General, an officer may elect to package a part or all of their post compulsory deduction salary in order to obtain:

- (i) a benefit or benefits selected from those approved by the DPE; and
- (ii) an amount equal to the difference between the officer's salary, and the amount specified by the DPE for the benefit provided to or in respect of the officer in accordance with such agreement.

19.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.

19.5 The agreement shall be known as a Salary Packaging Agreement.

- 19.6 Except in accordance with subclause 19.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the officer and the Director General at the time of signing the Salary Packaging Agreement.
- 19.7 Where an officer makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the officer may elect to have the amount sacrificed:
- (i) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - (ii) where the Department is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
 - (iii) subject to the Department's agreement, paid into another complying superannuation fund.
- 19.8 Where the officer makes an election-to salary sacrifice, the Department shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 19.9 Where the officer makes an election to salary package and where the officer is a member of a superannuation scheme established under the:
- (i) *Police Regulation (Superannuation) Act 1906*;
 - (ii) *Superannuation Act 1916*;
 - (iii) *State Authorities Superannuation Act 1987*; or
 - (iv) *State Authorities Non-contributory Superannuation Act 1987*,
- the Department must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 19.10 Where the officer makes an election to salary package, and where the officer is a member of a superannuation fund other than a fund established under legislation listed in subclause 19.9 of this clause, the Department must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 19.11 Where the officer makes an election to salary package:
- (i) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
 - (ii) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under subclause 6.8 or Schedule 1, of this Award if the Salary Packaging Agreement had not been entered into.
- 19.12 The DPE may vary the range and type of benefits available from time to time following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 19.13 The DPE will determine from time to time the value of the benefits provided following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

20. No Extra Claims

- 20.1 It is a term of this award that the unions will not pursue any additional claims or improvements to wages and/or conditions of employment during the term of the award.

21. Union Delegates Rights and Obligations

- 21.1 An officer elected as a Union representative will, upon written notification by the Union to the Department, be recognised as an accredited representative of that Union, and will be allowed all reasonable time during working hours to attend to Union business and to consult with management on matters affecting the officers they represent. Such consultations should be arranged for times that are convenient to both parties.
- 21.2 Union delegates will inform their Reporting Officer of the need to absent themselves from their workplace, and will arrange a mutually acceptable time to attend to their Union duties.
- 21.3 Accredited union delegates should recognise the need to balance their absence from the job on Union business with the requirements for acceptable work performance.
- 21.4 The Department will provide access to the facilities and office equipment needed by union delegates to perform their Union function effectively, thus maximising the mutual advantages of a consultative approach.

22. Industrial Grievance Procedure

22.1 General

- 22.1.1 The aim of this procedure is to ensure that, during the life of this Award, industrial grievances, (including grievances within the meaning of the *Anti-Discrimination Act 1977*) or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace.
- 22.1.2 The parties agree that whilst the procedures contained in this Clause are being followed, there is an expectation that normal work will continue.
- 22.1.3 In seeking a resolution to any industrial dispute or industrial grievance, the Department may be represented by an industrial organisation of employers, and the officers of the Department may be represented by an industrial organisation of employees.
- 22.1.4 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the officer to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.

22.2 Steps to Resolve Industrial Grievances or Disputes

When a dispute or grievance arises, or is considered likely to occur, the following steps are to be followed:

Step 1. The matter is discussed between the officer(s) and the Reporting Officer or other appropriate officer concerned and addressed within one week.

The officer(s) concerned may discuss the matter with the Union representative, if so desired.

Step 2. If, after a week since the matter was discussed with the Union representative and the Reporting Officer the matter remains unresolved, the officer(s) concerned may discuss the matter with the Union representative and the Branch Director. If the matter remains unresolved follow Step 3.

Step 3. If, after a week since the matter was discussed with the Union representative and the Branch Director, the matter is still unresolved, the officer(s) concerned may discuss the matter with the Branch Director, a representative of the Human Resources Branch and a Union representative and/or official.

Where it is agreed by the parties, and the matter is of an urgent nature, the officer may go to Step 3 immediately. In the event that the parties agree to go to Step 3 immediately, no more than a week should elapse since the matter was first raised until Step 4 is followed.

Step 4. The matter is discussed between senior representatives of the Department and the relevant Union. The parties agree to exhaust the process of conciliation before considering Step 5 below.

It is agreed that the parties will not deliberately frustrate or delay these procedures. All efforts are to be made to resolve the matter promptly. The conciliation process should take no longer than one month, unless the parties agree to a longer period.

Step 5. If no resolution is found, the matter may be referred to the Industrial Registrar in order for the Industrial Relations Commission or Industrial Court to exercise their functions under the *Industrial Relations Act 1996*.

23. Anti-Discrimination

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

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

24. Deduction of Union Membership Fees

- 24.1 The unions party to this Award shall provide the Department with a schedule setting out union fortnightly membership fees payable by members of each union in accordance with each union's rules.
- 24.2 Each union shall advise the Department of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the Department at least one month in advance of the variation taking effect.
- 24.3 Subject to subclauses 24.1 and 24.2 above, the Department shall deduct union fortnightly membership fees from the pay of any officer who is a member of the Union in accordance with the union's rules, provided that the officer has authorised the Department to make such deductions.
- 24.4 Monies so deducted from the officer's pay shall be forwarded regularly to the respective union together with all necessary information to enable the union to reconcile and credit subscriptions to officers' union membership accounts.
- 24.5 Unless other arrangements are agreed by the Department and the respective unions, all union membership fees shall be deducted on a fortnightly basis.
- 24.6 Where an officer has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the officer to make a fresh authorisation in order for such deductions to continue.

25. Area, Incidence and Duration

- 25.1 This Award shall apply to officers and casual employees in the Department of Environment and Climate Change.

This Award will not apply to officers:

- (i) transferred to the Department under Administrative Order of 2 April 2007 and subsequent Orders which established the Department of Environment and Climate Change effective 27 April 2007; or
 - (ii) employed in the Senior Executive Service (SES); or
 - (iii) employed in the Parks and Wildlife Group of the Department including officers whose current conditions and entitlements are determined by the Crown Employees (Department of Environment and Climate Change - Parks and Wildlife Group) Field Officers and Skilled Trades Salaries and Conditions 2007 Award or any successor instrument to that Award and officers whose current conditions and entitlements are determined by the Flight Officers Enterprise Agreement 2006 or any successor instrument to that Agreement; and
 - (iv) employed in the Botanic Gardens Trust.
- 25.2 The award shall take effect on and from 6 November 2007 and shall remain in force for a period of three years, unless varied or rescinded earlier in accordance with the provisions of the *Industrial Relations Act* 1996.
- 25.3 This award rescinds and replaces the Crown Employees (Environmental Protection Authority New South Wales) Award published 31 March 2006 (358 I.G. 632).
- 25.4 Where this Award is silent provisions contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, or any successor instrument to that Award apply to officers covered by this Award

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

Environment Officers - Department of Environment and Climate Change New South Wales		
Classification	1.7.06 Per Annum 4%	1.7.07 Per Annum 4%
Class 1		
1	26,265	27,316
2	31,732	33,001
3	34,828	36,221
4	36,957	38,435
5	38,593	40,137
6	40,697	42,325
7	44,972	46,771
Class 2		
1	44,972	46,771
2	46,291	48,143
3	47,520	49,421
4	49,295	51,267
Class 3		
1	47,520	49,421
2	49,295	51,267
3	51,762	53,832
4	53,320	55,453
Class 4		
1	51,762	53,832
2	53,320	55,453
3	55,534	57,755
4	57,715	60,024
Class 5		
1	55,534	57,755
2	57,715	60,024
3	59,919	62,316
4	61,764	64,235
Class 6		
1	59,919	62,316
2	61,764	64,235
3	64,165	66,732
4	66,117	68,762
Class 7		
1	64,165	66,732
2	66,117	68,762
3	68,117	70,842
4	70,896	73,732
Class 8		
1	68,117	70,842
2	70,896	73,732
3	73,117	76,042
4	76,848	79,922
Class 9		
1	73,117	76,042
2	76,848	79,922
3	79,059	82,221
4	81,453	84,711

Class 10		
1	79,059	82,221
2	81,453	84,711
3	84,701	88,089
4	87,184	90,671
Class 11		
1	84,701	88,089
2	87,184	90,671
3	89,795	93,387
4	93,347	97,081
Class 12		
1	89,795	93,387
2	93,347	97,081
3	96,478	100,337
4	98,549	102,491
Class 13		
1	96,478	100,337
2	98,549	102,491
3	101,818	105,891
4	103,341	107,475
Class 14		
1	101,818	105,891
2	103,341	107,475
3	108,128	112,453
4	112,917	117,434
Class 15		
1	108,128	112,453
2	112,917	117,434
3	117,705	122,413
4	122,490	127,390

Other Rates and Allowances Brief Description	CE (Public Sector Salaries 2007) Award 1/7/2007 \$	MOU Negotiated Rate Per Week \$	Rate applicable of the making of this Award Per Week \$
AHIS weekly allowance: inconvenience and 6 incoming calls after/before normal working hours	200.00	339.00	352.56
For each call above 6 incoming calls in an AHIS roster period; not limited	17.30	16.60	17.26
Extra per public holiday falling on a weekday	34.70	104.00	108.16
Out of hours disturbance (AHIS Supervising Officers)	34.70	33.40	34.74
Late call allowance (for each call between midnight and 0500 hrs)	8.70	NA	NA
Total per call	26.10	NA	NA

PART C

MEMORANDUM OF UNDERSTANDING

PARTIES

The parties to this Memorandum of Understanding are:

The Director of Public Employment (Department of Environment and Conservation) ("the Department"); AND

The Public Service Association and Professional Officers' Association- Amalgamated Union of New South Wales; and

The Association of Professional Engineers, Scientists and Managers Australia (NSW Branch). ("the unions").

1. Introduction

1.1. This Memorandum of Understanding reflects the agreement reached between the department and the unions in respect of negotiations throughout 2004, 2005 and 2006 following the amalgamation of the former National Parks and Wildlife Service; the former Resources NSW; the Environment Protection Authority and the Royal Botanic Gardens and Domain Trust, into the Department of Environment and Climate Change.

1.2 This Memorandum will be implemented through two awards -

The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award, and

The Crown Employees (Department of Environment and Conservation) Parks and Wildlife - Conditions of Employment Award.

Both the awards will be consent awards and will have a duration of 3 years commencing from the date the Awards are made by the Industrial Relations Commission of New South Wales.

1.3 The parties agree that the existing Botanic Gardens Awards will be retained with agreed changes implemented by way of a determination or determinations made pursuant to s.130 of the *Public Employment and Management Act 2002*.

1.4 The parties agree to lodge the consent award applications with the Industrial Relations Commission of New South Wales, no later than 1 November 2006.

1.5 The parties also agree that none of the conditions; allowances or any other monetary payments expressed in either of the new awards or this memorandum will come into effect until such time as the new awards have been made. All existing arrangements shall continue until such time as the new awards are operative

1.6 This Memorandum shall have a term commencing from the date the memorandum is signed by the parties until the expiry of the two awards.

1.7 The parties agree that this Memorandum shall also express the agreed position of the parties in respect of a number of issues that have been the subject of negotiation but have not been included in either of the awards.

1.8 The parties agree that both awards and any Botanic Gardens determinations made subject to this Memorandum will include a clause stating that, for the duration of the Awards, there shall be no further claims in respect of conditions of employment; the payment of new allowances or the quantum of existing allowances.

- 1.9 The parties agree that those matters not addressed in this Memorandum or attachments to this Memorandum shall remain as per the existing provisions of the current awards, save for those parts of the award that require amendment to correct dates; titles; spelling; grammar etc.

The parties agree that this Memorandum of Understanding may be relied upon by any party in respect of any proceeding before the Industrial Relations Commission of New South Wales.

2. Matters Agreed - Non- Award

- 2.1 Departmental Performance Management System: The parties agree that current performance management systems operating within the Department and known as SPEADS; PMD and CAPS shall be replaced with a single departmental wide performance management system. The parties further agree that until such time as the new system is operational, the current arrangements in situ for performance management shall continue.
- 2.2 Cultural Heritage Division : (a) The parties agree that those positions currently known as Aboriginal Project Officers 1-2 will transfer to the EPO 2-7 grade on the salary scale and Aboriginal Project Officers 3-4 will transfer to the EPO 9 grade on the salary scale. The date of transfer to the new salary scale shall be as at the date that the awards are made.
- (a) The parties agree to develop progression criteria for the Aboriginal Project Officer positions after the signing of this memorandum of understanding and prior to the making of the award.
 - (b) The parties agree that Aboriginal Project/Research Officers who have already transitioned to the EPO salary scale shall have a period of 12 months after the date of the making of the award to submit an application for a progression. If such an application is successful, then progression shall take place and salaries shall be paid as a personal salary to the appropriate point on the Aboriginal Project/Research officer salary scale.
 - (c) The parties agree that all other staff currently employed within the Cultural Heritage Division will transfer to the closest salary point on the EPO salary scale that is equal to or less than their existing salary rate. The parties agree that where such a transfer would result in the employee being paid at a lower rate, the employee shall be paid a personal salary to the equivalent amount paid under the previous salary scale; such personal salary rate to continue until such time as the employee vacates the transferred position or receives an increment that would take them past their previous personal salary. The parties further agree that there is no requirement or need for any of the positions effected by subclause (d) to undergo a job evaluation so as to facilitate the transfer to the new salary scale.
 - (d) The parties agree that all staff transferred from the Cultural Heritage Division to the EPO salary scale who currently receive the remote area allowance as per the Crown Employees (NPWS) Conditions of Employment 2000 award (clause 5 (D)) shall be paid the difference in the amount paid pursuant to this award and the amount paid pursuant to the Crown Employees (Public Service Conditions of Employment) Award as a personal salary whilst they continue to occupy the same position.
- 2.3 Interim Award Arrangements: (a) the parties agree that the arrangement made between the parties following the amalgamation of the department (the interim award arrangement) shall cease upon the making of the new awards.
- (a) the parties further agree that all staff employed in Policy & Science Division (PSD); Environment Protection and Regulation Division (EPRD); Sustainability Programs Division (SPD), Corporate Services Division (CSD); Strategy Communication and Governance Division (SC&GD) pursuant to the Crown Employees (NPWS) Conditions of Employment 2000 Award will transfer to the closest salary point on the EPO salary scale that is equal to or less than their salary rate.
 - (b) The parties agree that where such a transfer would result in the employee being paid at a lower rate, the employee shall be paid a personal salary to the equivalent amount paid under the

previous salary scale; such personal salary rate to continue until such time as the employee vacates the position to which they were transferred or receives an. increment that would take them past their previous personal salary.

- (c) The parties agree that in the case of two officers employed in the Threatened Fauna and Ecology Unit, the 517 allowance currently paid to these officers will cease but the equivalent amount will be paid by way of a salary adjustment which shall be regarded as a personal salary for as long as the officers concerned continue to occupy their current positions.
- (d) The parties agree that Project/Research Officers who have already transitioned to the EPO salary scale shall have a period of 12 months after the date of the making of the award to submit an application for progression. If such an application is successful, then progression will take place and salary shall be paid as a personal salary to the appropriate point on the PRO salary scale.

- 2.4 Review of Competency Standards for Rangers and Roles of Senior Rangers: (a) The parties agree that the Department shall undertake a

review of the operation of competency standards as currently applied in respect of rangers.
review of roles of Senior Rangers.

- (a) The parties agree that these reviews shall be commenced as soon as is practicable after the signing of this Memorandum of Understanding.

- 2.5 Review of Remote Areas Allowance : The parties agree to enter into discussions with a view to updating the Remote Area Allowances. The parties further agree such discussions would commence after the new award arrangements have been implemented but no later than 1 July 2007. The parties also agree that if the parties can reach agreement in respect of the remote areas allowance the relevant award will be varied by consent to reflect the agreed position.

3. Matters Agreed - for Inclusion in the Awards

- 3.1 Study Assistance: the parties agree that both the awards and the BGT determination shall incorporate the agreed position in respect of study assistance. The details of the agreed position are set out in Attachment 1 to this agreement.
- 3.2 Contact with Employees on Parental or Maternity Leave: the parties agree to insert within the Parks and Wildlife Division Award a clause containing the following words: "maintain contact with employees specifically in the context of workplace change, restructuring and office relocations and attendance at relevant training courses."
- 3.3 Families and Fieldwork: the parties agree that the provisions as set out in clause 36(i);(vi); and (vii) of the Crown Employees (National Parks and Wildlife) Conditions of Employment 2000 Award shall be included within both of the new awards.
- 3.4 Pattern of Hours Worked and Flexitime : (a) the parties agree that a new common provision setting out the pattern of hours and flexitime will be included in both new awards and BGT determination. The new provision shall adopt elements of the system currently in place for Parks and Wildlife Division staff and the system currently in place for EPO staff under the current EPA Award. The parties agree that the details of the provision to be included in the awards are as set out in Attachment 2 to this Memorandum of Understanding;
 - (a) the parties further agree that in DEC (General) Award and in the BGT determination the new provisions shall reflect a Coretime of 10.00 to 15.00 and a Bandwidth of 10.5 hours commencing at 7.30 a.m. and ceasing at 6.00 p.m. The parties agree that core time and bandwidth may be varied only in circumstances where prior approval has been granted for such a variation;
 - (b) the parties further agree that in PWD, consistent with clause 10 Hours of the NPWS Award, (vi) "A roster of hours and days must be set and agreed to in writing 2 weeks before the 4 week roster period starts" appropriate administrative arrangements will be put in place.

- 3.5 Incident Conditions : (a) the parties agree to include within the new The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award a clause which will enable suitably qualified staff to be temporarily assigned to the following specific incident positions as currently defined in the Crown Employees (National Parks and Wildlife Service) Conditions of Employment 2000 Award.

Incident Controller

Logistics Officer

Planning Officer

Operations Officer

Divisional Commander

Sector Commander

Crew Leader

Crew Member

And/or to the following positions which the parties agree shall be added to the relevant clause of the Crown Employees (Department of Environment and Conservation) Parks and Wildlife - Conditions of Employment Award -

Deputy Incident Controller

Safety officer

Situation Officer

Situation Unit Leader

Resource Officer

Resources Unit Leader

Air Attack Supervisor

Air Operations Manager

Air Base Manager

Air Observer.

- (a) the parties further agree, that staff assigned to undertake such roles shall be paid the relevant wage/salary for the position for the period they occupy the position during the incident.
- (b) the parties agree that other staff covered by The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award who are assigned to non-specific incident positions during a defined incident shall be paid their normal salary rate for ordinary hours worked with overtime payable for the time worked beyond the employee's agreed bandwidth
- (c) the parties agree that rates for current specific incident positions shall be adjusted to reflect increases under the Crown Employees (Public Service Salaries) Award since 1997.

- (d) the parties Wee that all designated incident positions (current and additional) shall undergo an evaluation process as soon as is practicable after the commencement of the new award.
- 3.6 After Hours Incident Service: (a) the parties agree that The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award shall incorporate the late call allowance into the weekly allowance that will result in the weekly allowance being \$339.00 per week with an additional amount of \$104.00 for each public holiday that falls on a weekday in a roster week;
- (a) the parties further agree that the out of hours disturbance allowance currently paid to supervising officers will be reviewed as part of the general review of the procedural guidelines governing the operation of the After Hours Incident Service;
- (c) the parties agree that these allowances will be adjusted in line with the Crown Employees (Public Sector Salaries 2004) Award or any successor instrument to this award.
- 3.7 Qualification Requirements: the parties agree to insert a clause within the Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award which states:

"The parties agree that qualifications are not to be used as barriers to appointment or promotion, however, where appropriate, eg, for technical competency and legal requirements; position descriptors will include qualifications. "

ATTACHMENT 1

DEC General and DEC (PWD) & BGT Determination

Study Assistance

- (i) DEC will support employees gaining additional skills through formal study and who are progressing through their course in a consistent way based on the timeframe indicated by the providing institution. Where a subject is failed an intention to catch-up must be demonstrated.
- (ii) Employees are entitled to apply for study time and study leave in accordance with the provision of the Personnel Handbook 1999 or subsequent revision.
- (iii) The following costs associated with courses -
- Higher Education Contribution Help scheme Fee; or
- TAFE compulsory fees; or
- Compulsory post-graduate fees; or
- Compulsory full fee paying course fees

will be reimbursed by the Department in accordance with the guidelines following.

- (iv) The proportion of fees to be reimbursed where the employee's application for study assistance has been approved under these guidelines, and:
- (a) is their first qualification as an employee of DEC: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to DEC operations or needs and is approved as such by the Director General; or
- (b) is their second or successive qualification as an employee of DEC: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to DEC operations or needs and is approved as such by the Director General.

- (v) Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of subclause (iv)(a) or \$12,000 in respect of sub-clause (iv)(b), where other requirements have been met as in subclause (viii) below.
- (vi) At the discretion of the Director General and where the Director General determines that it is in the interests of the Department, approval may be given for a maximum of eight annual approvals as set out in (v) above.
- (vii) To be eligible to receive a refund, an employee must:
 - (a) have been employed in the Department prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested;
 - (b) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and
 - (c) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.
- (viii) Staff members who received prior approval for study assistance:
 - (a) under this clause or similar clause/policy of a related entity, and
 - (b) commenced the approved course/subject under the award or policy at the time, and
 - (c) there is no break in the continuity of study and successful completion.

Will be regarded as under the award clause or policy until the completion of the approved course/study. Any subsequent application for study assistance will be treated as a second application under subclause (iv)(b) of this clause.
- (ix) The costs associated with courses as outlined in subclause (iii) above are based on current 2006 costs. The parties to this Award agree, where there is a significant increase in costs the parties shall seek to resolve any increase in the listed amounts in subclauses (iv) (a)(b) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

ATTACHMENT 2

DEC General As Part Of Current EPA Flexitime Clause BGT Determination and DEC (PWD) Clause

Pattern of Hours

- (i) Pattern of hours is the way hours are worked each settlement period; ie, start/finish times and days of the week for 7-day roster workers.
 - (ii) Patterns of hours can be either flexitime, where start/finish times are flexible within the bandwidth; or, determined where start/finish times are set.
- A. Flexitime
- (i) Employees are able to take two (2) flexi days off in a settlement period, as long as they have accumulated enough hours to do so.
 - (ii) With prior management approval, employees may accumulate a credit balance of 14-35 hours to enable them to have up to 5 flexi days in a settlement period, to be taken at a mutually convenient time.
 - (iii) Employees who continually fail to take annual leave as a result of taking extended periods of flex leave may be placed on standard hours by management following appropriate consultation until a reasonable leave balance is established in accordance with the award provisions.

- (iv) Supervisors will have full and open 24 hour access to Employees' time sheet records and records pertaining to an employee flex leave.
- (v) Employees may carry forward to the next settlement period, in accordance with i) and ii) above a credit balance of up to 35 hours or a debit balance of 10 hours.
- (vi) Flex leave can be taken at either the beginning or end of a period of leave.
- (vii) Flexidays can be taken as either 1/2 days or full days. Time outside the bandwidth will not accrue to flexitime balance.
- (viii) Employees must have prior approval before taking flex leave.
- (ix) On cessation of duty Flexi Credits will be dealt with in accordance with Clause 20 (n) of the Crown Employees (Public Service Conditions of Employment) Award 2002 as varied.

D.W. RITCHIE, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (PUBLIC SERVICE TRAINING WAGE) AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Employment Office.

(No. IRC 1957 of 2007)

Before Commissioner Murphy

31 October 2007

VARIATION

1. Delete paragraph (iv) of subclause (a) of clause 7, Wages of the award published 24 March 2006 (358 I.G. 281) and insert in lieu thereof the following:

(iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against any equivalent over-award payments and/or award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete the calculation in the Example of the calculation for the wage rate for a part-time traineeship in subclause (d) of Weekly Wage Rates, of clause 10, Wage Rates for Part-time and School-based Trainees and insert in lieu thereof the following:

$$\frac{\$237 \times (15 - 3.5)}{28} = \$97.34 \text{ plus any applicable penalty rates under the relevant industrial instrument}$$

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

PART B

MONETARY RATES

Table 1 - Full-time Weekly Wage Rates

Effective from the first full pay period to commence on or after 8 September 2007

Diploma

Where the accredited training courses and work performance are for the purposes of generating skills that have been defined for work at Diploma level.

Classification	\$
Trainee Diploma Level	537

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	185.00 (50%) 216.00 (33%)	232.00 (33%) 261.00 (25%)	313.00
Plus 1 year out of school	261.00	313.00	364.00
Plus 2 years	313.00	364.00	424.00
Plus 3 years	364.00	424.00	485.00
Plus 4 years	424.00	485.00	485.00
Plus 5 years or more	485.00	485.00	485.00

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	185.00 (50%) 216.00 (33%)	232.00 (33%) 261.00 (25%)	303.00
Plus 1 year out of School	261.00	303.00	349.00
Plus 2 years out of school	303.00	349.00	410.00
Plus 3 years out of school	349.00	410.00	467.00
Plus 4 years out of school	410.00	467.00	467.00
Plus 5 years or more	467.00	467.00	467.00

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	185.00 (50%) 216.00 (33%)	232.00 (33%) 261.00 (25%)	300.00
Plus 1 year out of School	261.00	300.00	338.00
Plus 2 years out of school	300.00	338.00	377.00
Plus 3 years out of school	338.00	377.00	422.00
Plus 4 years out of school	377.00	422.00	422.00
Plus 5 years or more	422.00	422.00	422.00

Figures in bracket 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 that has been taken into account in setting the rate is 20%.

School Based Traineeships -

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based traineeships Skill levels A, B and C	237.00*	261.00*

* The average proportion of time spent in Structured Training which has been taken into account in setting the above rates is 20%.

Table 2 - Hourly Wage Rates

Set out below are the hourly rates of pay for part-time or school-based trainees where the training is either fully off-the-job or where 20% of time is spent in approved training. These rates are derived from a 35 hour week. If the ordinary full time weekly hours are not 35, the appropriate hourly rate may be obtained by multiplying the rate in the table by 35 and then dividing by the ordinary full time hours.

Trainees who have left school:

Diploma

Where the accredited training courses and work performance are for the purposes of generating skills that have been defined for work at Diploma level.

Classification	\$
Trainee Diploma level - part-time	19.18

Skill Level A -

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

Skill Level A	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	8.46	9.31	11.19
Plus 1 year out of school	9.31	11.19	13.00
Plus 2 years	11.19	13.00	15.15
Plus 3 years	13.00	15.15	17.32
Plus 4 years	15.15	17.32	17.32
Plus 5 years or more	17.32	17.32	17.32

Skill Level B -

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

Skill Level B	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	8.46	9.31	10.84
Plus 1 year out of school	9.31	10.84	12.46
Plus 2 years	10.84	12.46	14.64
Plus 3 years	12.46	14.64	16.68
Plus 4 years	14.65	16.68	16.68
Plus 5 years or more	16.68	16.68	16.68

Skill Level C -

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

Skill Level C	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	8.46	9.31	10.73
Plus 1 year after leaving school	9.31	10.73	12.06
Plus 2 years	10.73	12.06	13.48
Plus 3 years	12.06	13.48	15.07
Plus 4 years	13.48	15.07	15.07
Plus 5 years or more	15.07	15.07	15.07

School-Based Trainees:

	Year 11 \$	Year 12 \$
School Based Traineeships Skill levels A, B and C	8.46	9.31

4. This variation shall take effect from the first full pay period to commence on or after 8 September 2007.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (SKILLED TRADES) 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 1488 of 2007)

Before Commissioner Ritchie

8 October 2007

VARIATION

1. Delete from Table 2 - Tool Allowances of Part B, Rates and Allowances of the award published 12 October 2007 (363 I.G. 1291) the undermentioned classifications and tool allowances prescribed therefore and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount Per week
1	5	Tool Allowances	
		Blacksmith	24.70
		Bodymaker, First Class	24.70
		Boilermaker and/or Structural Steel Tradesperson	24.70
		Bricklayer	17.50
		Bridge and Wharf Carpenter and/or Civil Engineering Construction Carpenter	24.70
		Cabinet Maker	12.90
		Carpenter	24.70
		Drainer	24.70
		Farrier	24.70
		Fitter	24.70
		Forger and/or Faggoter	24.70
		Machinist, First Class (Metal Trades)	24.70
		Machinist (Metal Trades) Special Class	24.70
		Marker Off	24.70
		Motor Mechanic	24.70
		Painter	5.90
		Panel Beater	24.70
		Patternmaker	24.70
		Plant Mechanic	24.70
		Plasterer	20.40
		Plumber	24.70
		Plumber and Gasfitter	24.70
		Plumber, Gasfitter and Drainer	24.70
		Sewing Machine Mechanic	24.70
		Sheetmetal Worker, First Class	24.70
		Shipwright/Boatbuilder	24.70
		Signwriter	5.90
		Slater and Tiler	12.90
		Stonemason	24.70
		Stonemason-Carver	24.70
		Tilelayer	17.50
		Toolmaker	24.70
		Toolsmith	24.70
		Trimmer (Motor)	24.70

		Turner	24.70
		Vehicle Builder	24.70
		Watchmaker	12.90
		Welder, Special Class	24.70
		Welder, First Class	24.70

2. Delete from Table 3 - Allowances, of the said Part B, Items 50 to 58, inclusive and Items 60, 64 and 65 inclusive and insert in lieu thereof the following:

Item No	Clause No.	Brief Description	Amount
50	8.1	Excess fares and travelling time to and from place of work	19.10 p.d.
51	8.1.1	If employer provides or offers to provide transport free of charge	7.70 p.d.
52	8.2	Excess fares and travelling to and from work: - first year apprentices (or probationers) - to all other apprentices	16.00 p.d. 18.60 p.d.
53	8.2.1	If employer provides or offers to provide transport free of charge - to first year apprentices - to all other apprentices	6.40 p.d. 7.60 p.d.
54	9.3.3	Meal allowance: - after working in excess of four hours - for each subsequent meal	11.30 9.50
55	9.8	Tea Money: - required to work overtime for one and a half hours or more without being notified on the previous day or earlier, for a meal - after each four hours on continuous overtime, for each meal	11.30 9.50
56	14.4	Expenses of reaching home and of transporting tools from distant work	18.70
57	14.5.1	Allowance for board and lodging: - while on distant work - for broken parts of week	390.20 p w 55.80 p.d.
58	14.6	Camping allowance	22.40 p.d.
60	14.7	Returning home for the weekend from distant work	31.80
64	22.6.2	Supply of boots Accrual of credit	31.50 3.60 p.w.
65	23.2	Reimbursement for loss of tools	1,431.00

3. This variation shall take effect from the beginning of the first pay period to commence on or after 13 September 2007.

D.W. RITCHIE, Commissioner

CROWN EMPLOYEES (TEACHERS IN SCHOOLS AND RELATED EMPLOYEES) SALARIES AND CONDITIONS AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education and Training.

(No. IRC 1963 of 2007)

Before Commissioner Cambridge

2 November 2007

VARIATION

1. Delete clause 7, in Schedule 9, Excess Travel and Compensation for Travel on Official Business, Part B, Compensation for Travel on Official Business, of the award published 30 June 2006 (359 I.G. 1114) and insert in lieu thereof the following

7. Payment of 2601 Cc Or More Motor Vehicle Rate

- 7.1 Where the teacher's normal duties are performed within the Sydney Region (as defined by the Department of Planning) the maximum per kilometre rate payable shall be the 1601 to 2600 cc rate.
- 7.2 Where the official travel, in whole or in part, is outside the Sydney Region, consideration shall be given to payment of the 2601 cc or more rate in respect of a vehicle with an engine capacity of 2601 cc or more. Such consideration shall be related to the total annual distance travelled by the teacher on official business, the terrain and other factors advanced by the teacher as relevant.
- 7.3 Provided that the provisions of subclauses 7.1 and 7.2 above shall not apply to teachers who have an existing approval for payment of the previous above 2700 cc rate arising from clause 4 (b) (i) of Industrial Agreement 7036 of 1983.
2. Delete clause 9, in the said Schedule 9, and insert in lieu thereof the following:

9. Official Business and Casual Rate

Clause of Schedule which applies	Rate/Vehicle Engine Capacity	Cents Per Km	
		0 - 8,000 km per annum	8,001 km or more per annum
5	Official Business Rate		
	1600 cc or less	55.3	23.1
	1601 - 2600 cc	77.3	27.4
	2601 cc or more	83	29.5
6	Casual Rate		
	1600 cc or less	23.1	
	1601 - 2600 cc	27.4	
	2601 cc or more	29.5	

Provided that these rates shall be adjusted pursuant to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 published 10 March 2006 357 I.G. 1108 or its successor as amended from time to time or in accordance with the rates as approved from time to time by the Director-General of the Department of Premier and Cabinet.

3. This variation shall take effect on and from 2 November 2007.

I. W. CAMBRIDGE, Commissioner

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CROWN EMPLOYEES (TEACHERS IN TAFE AND RELATED EMPLOYEES) SALARIES AND CONDITIONS AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education and Training.

(No. IRC 1964 of 2007)

Before Commissioner Cambridge

2 November 2007

VARIATION

1. Delete clause 7, in Schedule 5, Excess Travel and Compensation for Travel on Official Business of the award published 11 August 2006 (360 I.G. 500) and insert in lieu thereof the following:

7. Payment of 2601 cc Or More Motor Vehicle Rate

- 7.1 Where the teacher's normal duties are performed within the Sydney Region (as defined by the Department of Planning) the maximum per kilometre rate payable shall be the 1601 to 2600 cc rate.
- 7.2 Where the official travel, in whole or in part, is outside the Sydney Region, consideration shall be given to payment of the 2601 cc or more rate in respect of a vehicle with an engine capacity of 2601 cc or more. Such consideration shall be related to the total annual distance travelled by the teacher on official business, the terrain and other factors advanced by the teacher as relevant.
- 7.3 Provided that the provisions of subclauses 7.1 and 7.2 above shall not apply to teachers who have an existing approval for payment of the previous above 2700 cc rate arising from clause 4 (b) (i) of Industrial Agreement 7036 of 1983.

2. Delete clause 9, in the said Schedule 5, and insert in lieu thereof the following:

9. Official Business and Casual Rate

Clause of Schedule which applies	Rate/Vehicle Engine Capacity	Cents Per Km	
		0 - 8,000 km per annum	8,001 km or more per annum
5	Official Business Rate		
	1600 cc or less	55.3	23.1
	1601 - 2600 cc	77.3	27.4
	2601 cc or more	83	29.5
6	Casual Rate		
	1600 cc or less		23.1
	1601 - 2600 cc		27.4
	2601 cc or more		29.5

Provided that these rates shall be adjusted pursuant to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 published 10 March 2006 357 I.G. 1108 or its successor as amended from time to time or in accordance with the rates as approved from time to time by the Director-General of the Department of Premier and Cabinet.

3. This variation shall take effect on and from 2 November 2007.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

DENTAL TECHNICIANS (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 714 of 2007)

Before Mr Deputy President Grayson

23 July 2007

REVIEWED AWARD

1. Delete clause 25, Area, Incidence and Duration of the award published 28 May 2004 (344 I.G. 630), and insert in lieu thereof the following:

25. Area, Incidence and Duration

- (i) This award is made following a review under section 19 of the *Industrial Relations Act 1996*, and rescinds and replaces the Dental Technicians (State) Award published 28 May 2004 (344 I.G. 630), and all variations thereof.
- (ii) This award shall apply to all persons employed in dental workrooms in the State, excluding the County of Yancowinna, within the jurisdiction of the Dental Technicians (State) Industrial Committee performing "technical work" as defined, whether as an approved candidate, a student dental technician, a student undertaking approved continuing training or registered dental technician in accordance with the *Dental Technicians Registration Act 1975*.
- (iii) This award shall take effect from the beginning of the first pay period to commence on or after 12 December 2003 and shall remain in force thereafter for a period of three years.
- (iv) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 23 July 2007.
- (iv) This award remains in force until varied or rescinded, the period for which it was made already having expired.

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

DRUG FACTORIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1135 and 1145 of 2007)

Before Commissioner Cambridge

19 July 2007

VARIATION

1. Delete subclause (a) of Clause 4, Arbitrated Safety Net Adjustment, of the award published 1 June 2001 (325 I.G. 1), and insert in lieu thereof the following:
 - (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete sub-subparagraph (ii) of subparagraph (b) of paragraph (vi) of subclause (F), Wages, of clause 42, Training Conditions, and insert in lieu thereof the following:
 - (ii) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship \$	Second Year of Traineeship \$
Industry/Skill Level A	503.00	522.00
Industry/Skill Level B	485.00	503.00
Industry/Skill Level C	438.00	455.00

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

Table 1 - Wages

Item No.	Classification	Base Rate (Includes 2006 SWC) \$	SWC 2007 Per Week \$	Total Rate Per Week \$
DIVISION I -				
1	Chief Chemist	656.05	20.00	676.05
2	Research Chemist	617.15	20.00	637.15
3	Analytical and/or Process Chemist	587.20	20.00	607.20
4	Trainee Chemist - First year of adult service Second year of adult service Third year of adult service	536.30 552.70 569.20	20.00 20.00 20.00	556.30 572.70 589.20
5	Laboratory Assistant	544.30	20.00	564.30

DIVISION II -				
6	Pill Making	548.30	20.00	568.30
7	Pill and Tablet Making	548.30	20.00	568.30
8	Manufacturing complex Pharmaceuticals involving a chemical change	548.30	20.00	568.30
9	Granulating (hand, Machine and/or hot table)	548.30	20.00	568.30
DIVISION III -				
10	Tablet Compressing	542.20	20.00	562.20
11	Hydrogen Peroxide	542.20	20.00	562.20
12	Spirit recovery still operator	542.20	20.00	562.20
13	Spiritous percolating	542.20	20.00	562.20
14	Nail Lacquer	542.20	20.00	562.20
15	Manufacturing empty hard Gelatine capsules	542.20	20.00	562.20
16	Machine attendant	542.20	20.00	562.20
DIVISION IV -				
17	Fluid Magnesia	537.70	20.00	557.70
18	Emulsions (cod liver oil and paraffin types)	537.70	20.00	557.70
19	Toothpaste	537.70	20.00	557.70
20	Ointments	537.70	20.00	557.70
21	Cosmetics for Males and Females	537.70	20.00	557.70
22	Perfumes	537.70	20.00	557.70
23	Creams	537.70	20.00	557.70
24	Lotions and repellents	537.70	20.00	557.70
25	Hair Sprays	537.70	20.00	557.70
26	Hair oils and hair tints	537.70	20.00	557.70
27	Manufacturing pharmaceuticals not otherwise provided for	537.70	20.00	557.70
28	Bottle Checker and Sorter	537.70	20.00	557.70
29	Filling raw materials, partly processed materials &/or finished products into bulk receptacles for subsequent processing	537.70	20.00	557.70
30	Manufacture for any of the above items for aerosol packs	537.70	20.00	557.70
DIVISION V -				
31	Laboratory Attendant	528.50	20.00	548.50
32	Household chemicals, cleaners and detergents	528.50	20.00	548.50
33	Bottle washer (by hand or machine)	528.50	20.00	548.50
34	Quality Inspector	528.50	20.00	548.50
35	APC and Seiditz powder machine operator	528.50	20.00	548.50
36	Filling and finishing retail packs up to transfer point from factory end of line packaging departments to warehouse and dispatch departments	528.50	20.00	548.50
37	Cutting, filling or sealing Ampoules	528.50	20.00	548.50
38	All other employees not otherwise provided for	528.50	20.00	548.50

4. Delete Items 1, 2, 3, 4, 5, 6, 8 and 9 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	3(d)(i)	Junior trainee lab assistant who undertake an appropriate certificate course	1.79 per week
2	3(d)(ii)	Senior hands	5.10 per week

3	3(d)(iii)	Charge Hands Allowance: In charge of 1 to 5 employees In charge of 6 to 10 employees In charge of more than 10 employees	19.80 per week 23.70 per week 28.70 per week
4	3(d)(iv)	Employees appointed as checkers	4.30 per week
5	15(e)(i)	Engaged on morning or afternoon shifts	15.72 per shift
6	15(e)(ii)	Engaged on night shifts	21.17 per shift
8	28(f)	Required to perform work of an unusually Dirty, dusty and/or offensive nature or Temperatures of abnormal heat/cold	0.47 per hour
9	28(q)	Appointed as first-aid attendant	2.86 per day or shift

5. Delete Part C - Industry/Skill Level Rates, and insert in lieu thereof the following:

PART C

INDUSTRY/SKILL LEVEL RATES

Table 1 - Industry Skill Level A

Where the accredited training course and work performed are for the purposes of generating skills which have been defined for work at industry/skill level A.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	237.00	261.00	313.00
Plus 1 year out of school	261.00	313.00	364.00
Plus 2 years	313.00	364.00	424.00
Plus 3 years	364.00	424.00	485.00
Plus 4 years	424.00	485.00	
Plus 5 years or more	485.00		

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

Table 2 - Industry/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 industry/skill level B.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	237.00	261.00	303.00
Plus 1 year out of school	261.00	303.00	349.00
Plus 2 years	303.00	349.00	410.00
Plus 3 years	349.00	410.00	467.00
Plus 4 years	410.00	467.00	
Plus 5 years or more	467.00		

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

Table 3 - Industry/Skill Level C

Where accredited Training course and work performed are for the purpose of generating skills which have been defined for work at industry/skill level C.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	237.00	261.00	300.00
Plus 1 year out of school	261.00	300.00	338.00
Plus 2 years	300.00	338.00	377.00
Plus 3 years	338.00	377.00	422.00
Plus 4 years	377.00	422.00	
Plus 5 years or more	422.00		

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

6. This variation shall take effect from the first full pay period commencing on or after 11 September 2007.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

DRY CLEANING (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1656 of 2007)

Before Commissioner McLeay

30 November 2007

REVIEWED AWARD

1. Delete the words "20.2 and 20.3" in paragraph 21.11.1 of clause 21, Annual Leave, of the award published 30 November 2001 (329 I.G. 1111), and insert respectively in lieu thereof the following:
"21.2 and 21.3"
2. Delete the words "subject to 20.6" in paragraph 21.11.2 of clause 21, and insert in lieu thereof the following:
"subject to 21.6"
3. Delete subclause 35.4 of clause 35, Area, Incidence and Duration, and insert in lieu thereof the following:
35.4 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 20 November 2007.

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

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

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 1488 of 2007)

Before Commissioner Ritchie

8 October 2007

VARIATION

1. Delete Item 13 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates of the award published 2 November 2001 (329 I.G 164), and insert in lieu thereof the following:

13.	23.3(a)	Overtime Meal Allowance	Eff. 08/10/07 11.30 per occasion
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2. This variation shall take effect from the beginning of the first pay period to commence on or after 8 October 2007.

D.W. RITCHIE, Commissioner

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ENGINE DRIVERS, &c., GENERAL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1750 of 2007)

Before Commissioner Tabbaa

20 December 2007

REVIEWED AWARD

1. Delete the words "clause 14, Holidays" appearing in paragraph (b) of subclause 16.3 of clause 16, Part-Time Employment of the award published 2 November 2001 (329 I.G. 164), and insert in lieu thereof the following:

"clause 24, Work on Sundays and Public Holidays"
2. Delete the words "clause 17" appearing in subparagraph (i) of paragraph (c) of subclause 16.3 of clause 16, Part-Time Employment, and insert in lieu thereof the following:

"clause 27"
3. Delete the words "Long Service Leave Act of New South Wales" appearing in paragraph (2) of subclause 31.6 of clause 31, Annual Leave and insert in lieu thereof the following:

"*Long Service Leave Act 1955*"
4. Delete the words "Annual Holidays Act" appearing in the second paragraph of subclause 31.9 of the said clause 31, and insert in lieu thereof the following:

"*Annual Holidays Act 1944*"
5. Delete the words "clause 7" appearing in paragraphs (a) and (b) of subclause 31.14 of the said clause 31, and insert in lieu thereof the following:

"clause 9"
6. Delete subclause 40.1 of clause 40, Area, Incidence and Duration and insert in lieu thereof the following:

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

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

I. TABBAA, Commissioner

FISH AND FISH MARKETING (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 631 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

1. Delete the fourth and fifth paragraphs in clause 39, Area, Incidence and Duration of the award published 8 December 2000 (320 I.G. 1139), and insert in lieu thereof the following:

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

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

R. W. HARRISON *D.P.*

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FRUIT PACKING HOUSES EMPLOYEES (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 613 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

1. Insert after the third paragraph in clause 33, Area, Incidence and Duration of the award published 10 November 2000 (320 I.G. 31), the following new paragraphs:

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

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

R. W. HARRISON *D.P.*

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GANGERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1936 of 2007)

Before Commissioner Tabbaa

23 October 2007

VARIATION

1. Delete subclause (vii) of clause 2, Wages - Private Sector of the award published 25 January 2002 (330 I.G. 1143) and insert in lieu thereof the following:
 - (vii) The rates of pay in this award include the adjustments payable under the State Wage Case of 2007. These adjustments may be offset against:
 - (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Tables 1 and 2 of Part B, Monetary Rates and insert in lieu thereof the following:

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

Item No.	Clause No.	Classification	Rate \$
Gangers in Charge of a gang which includes:			
1	2(i)(a)	Up to 9 persons	646.00
2	2(i)(b)	From 10 to 15 persons	655.30
3	2(i)(c)	16 persons or more	662.20
A Ganger in charge of 12 persons or more:			
4	2(ii)(a)	Plate Laying - Permanent way	674.40
5	2(ii)(b)	In tunnel, drive or shaft	674.40
The rates prescribed in subclause (ii) of clause 2, Wages - Private Sector are inclusive of a rate for supervising plant items.			
New South Wales, including the County of Yancowinna			
Less than 100 persons on time sheets -			
Timekeepers who are responsible for computing payments and allocating costs -			
6	2(v)	On works where cash orders or cheques for advance pay are issued	617.30
7		Where no cash order or pay cheques for advance pay are issued	608.50
8		Assistant or check-time keeper	599.10
9		Timekeepers and store-keepers (combined)	608.50
10		Storekeepers	606.90

New South Wales, including the County of Yancowinna			
100 persons or more on time sheets -			
Timekeepers who are responsible for computing payments and allocating costs -			
11	2(v)	On works where cash orders or cheques for advance pay are issued	622.00
12		Where no cash order or pay cheques for advance pay are issued	617.30
13		Assistant or check-time keeper	607.40
14		Timekeepers and store-keepers (combined)	617.30
15		Storekeepers	608.00

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	7(iv)(c)(1)	Return home up to 100 km	44.65
2	7(iv)(c)(1)	Each additional 10 km	1.90
3	7(v)	Meal while travelling	11.30
4	7(v)	Bed while travelling	56.55
5	13(ii)(a)(1)	Fares - persons not camped	1.33 per week 0.30 per day
6	13(ii)(a)(1)	Maximum Fares	3.11 per week
7	13(ii)(b)(1)	Travelling Allowance	Per Day
		More than 3 but not more than 10 km	4.75
		More than 10 but not more than 20 km	9.55
		More than 20 but not more than 30 km	14.35
		More than 30 but not more than 40 km	19.15
		More than 40 but not more than 50 km	23.50
		More than 50 but not more than 60 km	28.40
		More than 60 but not more than 70 km	33.05
		More than 70 but not more than 80 km	37.70
		More than 80 but not more than 90 km	41.60
		More than 90 but not more than 100 km	47.30
8	7(i)	Meal allowance	11.30
		Each subsequent meal	9.45
9	7(iii)	Meal allowance	11.30
Where gangs include one or more plant items, as defined, a Ganger shall be paid for each day or part thereof the following allowance:			
10	3(i)	Up to 3 major plant items	3.04
11	3(i)	4 to 5 major plant items	5.05
12	3(i)	6 or more major plant items	8.12
13	3(iv)(a)	Industry Allowance	22.90 per week
14	3(vi)	Inclement weather	25.66 per week
15	7(iv)(a)	Country Work	379.50 per week
16	16(i)	Distant Places	1.20 per day
17	16(i)	Western Division	1.80 per day
18	16(ii)	Distant Places	1.20 per day
19	16(iii)	Distant Places	1.80 per day
20	20(i)	Wet places	0.53 per hour
21	20(ii)	Water Depth	
		Over 457.2 mm	3.55 per day
		Over 914.4mm	4.26 per day
22	20(iii)	Slurry	0.49 per hour
23	21	Working in the rain	2.65 per day
24	26(ii)	First Aid	2.36 per day
25	28	Height Money	0.53 per hour

NOTE: Expense related allowances appearing in this award have been increased up to and including the respective CPI indexes as of 30 June 2007. Item 15 is adjusted in accordance with the General Construction and Maintenance, Civil and Mechanical Engineering (State) Award. Other allowances are inclusive of adjustments in accordance with the June 2007 State Wage Case decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 13 November 2007.

I. TABBAA, Commissioner

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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 1488 of 2007)

Before Commissioner Ritchie

8 October 2007

VARIATION

1. Delete Table 2 - Other Rates and Allowances of Part B Monetary Rates of the award published 20 April 2001 (324 I.G. 84) and insert in lieu thereof the following:

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

Work Related Allowances

1. Call Out and Availability Allowance (clause 10)

- (i) \$21.90
- (ii) \$74.30
- (iii) \$83.40
- (iv) \$92.70

2. Leading Hand (clause 51)

- (i) 2 and up to 5 employees \$5.52
- (ii) 5 and up to 10 employees \$6.95
- (iii) more than 10 employees \$9.30

3. Construction Work (clause 15)

- (i) per day \$4.70
- (ii) per week \$23.40

4. Special Loading \$87.82 (clause 51)

Expense Related Allowances

5. Meal Allowance (clause 29)

- (i) \$11.50
- (ii) \$11.50

6. Country Work (clause 17)

- (i) \$14.50
- (ii) \$67.00
- (iii) \$18.70

7. Compensation for Clothes & Tools (clause 14)

\$1431.00

8. Tool Allowance (clause 49)

- (i) \$5.90 per week
- (ii) \$5.90 per week

9. Car Allowance per km (clause 11)

\$0.83

10. First Aid Allowance (clause 20)

\$2.42 per day

General Conditions (clause 21)

11. Work at Height (clause 21(1))

- (i) \$3.09
- (ii) \$3.09
- (iii) \$5.53
- (iv) \$10.44
- (v) \$3.55
- (vi) \$3.09
- (vii) \$2.70
- (viii) \$5.53
- (ix) \$10.44

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

- (i) \$0.40
- (ii) \$0.48
- (iii) \$0.75
- (iv) \$0.98
- (v) \$1.20

13. General (clause 21(3))

- (i) \$0.50
- (ii) \$0.61
- (iii) \$0.50 between 46°C & 54°C/\$0.59 exceeding 54°C
- (iv) \$0.50
- (v) \$0.61
- (vi) \$0.50

14. Collecting Monies (clause 21(3))

- (i) \$8.08

2. This variation shall take effect from the beginning of the first pay period to commence on or after 8 October 2007

D.W. RITCHIE, Commissioner

(357)

SERIAL C6216

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 1488 of 2007)

Before Commissioner Ritchie

12 October 2007

VARIATION

1. Delete subclause (i) of 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 \$	Trades- persons' Allowance per wk \$	SWC 2000-2007 \$	Total per wk \$
Bricklayer	366.00	17.50	12.88	59.87	16.25	139.00	611.50
Bridge Carpenter	366.00	24.70	12.88	59.87	16.25	139.00	618.70
Carpenter and joiner	366.00	24.70	12.88	59.87	16.25	139.00	618.70
Painter	366.00	5.90	12.88	59.87	16.25	139.00	599.90
Signwriter	375.80	5.90	12.88	59.87	16.25	139.00	609.70
Plaster and Fibrous Plaster Fixer	366.00	20.40	12.88	59.87	16.25	139.00	614.40
Plumber and Gasfitter	369.10	24.70	12.88	59.87	16.25	121.00	623.80

* 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.

2. Delete the amount of "\$10.90" appearing in subclause (iii) of clause 5, Overtime and insert in lieu thereof the following:

\$11.30

3. Delete the amount of "\$381.10" appearing in subclause (v) of clause 12, Distant Work and insert in lieu thereof the following:

\$390.20

4. Delete the amount of "\$10.90" appearing in subclause (viii) of clause 12, Distant Work and insert in lieu thereof the following:

\$11.30

5. This variation shall take effect from the beginning of the first pay period to commence on or after 13 September 2007.

D.W. RITCHIE, Commissioner

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(358)

SERIAL C6215

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 1488 of 2007)

Before Commissioner Ritchie

12 October 2007

VARIATION

1. Delete the amount of "\$10.50" from Clause subclause (vi) of clause 4, Overtime - Meal Allowance of the award published 13 May 2005 (350 I.G.1052) and insert in lieu thereof the following:

\$11.30

2. Delete subclause (i) of clause 5, Rates of Wages, Tool and Special Allowances 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 \$	Trades- persons' Allowance per wk \$	SWC 2000-2007 \$	Total per wk \$
Bricklayer	366.00	17.50	12.88	59.87	16.25	139.00	611.50
Bridge Carpenter	366.00	24.70	12.88	59.87	16.25	139.00	618.70
Carpenter and joiner	366.00	24.70	12.88	59.87	16.25	139.00	618.70
Painter	366.00	5.90	12.88	59.87	16.25	139.00	599.90
Signwriter	375.80	5.90	12.88	59.87	16.25	139.00	609.70
Plaster and Fibrous Plaster Fixer	366.00	20.40	12.88	59.87	16.25	139.00	614.40
Plumber and Gasfitter	369.10	24.70	12.88	59.87	16.25	121.00	623.80

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

3. This variation shall take effect from the beginning of the first pay period to commence on or after 13 September 2007.

D.W. RITCHIE, Commissioner

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HAIRDRESSERS', &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 660 of 2007)

Before Commissioner McLeay

15 September 2007

REVIEWED AWARD

1. Delete the third and fourth paragraphs in clause 40, Area, Incidence and Duration of the award published 23 July 2004 (345 I.G. 452), and insert in lieu thereof the following:

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 15 September 2007.

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

J. McLEAY, Commissioner.

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HEALTH, FITNESS AND INDOOR SPORTS CENTRES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 733 of 2007)

Before Mr Deputy President Grayson

23 July 2007

REVIEWED AWARD

1. Insert after subclause (d) of clause 34, Area, Incidence and Duration of the award published 4 May 2001 (324 I.G. 497), the following new subclause (e):
 - (e) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 23 July 2007.

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

J. P. GRAYSON *D.P.*

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**ICE CREAM CARTERS AND VAN SALESPERSONS (STATE)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 661 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

1. Insert after subclause 5.3 of clause 5, Area, Incidence and Duration of the award published 8 December 2000 (320 I.G. 1114), the following new subclause.
- 5.4 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 31 July 2007.

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

R. W. HARRISON *D.P.*

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ICE CREAM COLD STORAGE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 647 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

1. Delete the fourth and fifth paragraph in clause 26, Area, Incidence and Duration of the award published 7 September 2001 (327 I.G. 507), and insert in lieu thereof the following:

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

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

R. W. HARRISON *D.P.*

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ICE CREAM COLD STORAGE (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by The Australasian Meat Industry Employees' Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 2045 of 2007)

Before Commissioner Bishop

3 December 2007

VARIATION

1. Delete subclause (v) in Grade 5 of clause 4 Wage Rates, of the award published 7 September 2001 (327 I.G. 507) and insert in lieu of the following:
 - (v) The rates of pay in this award include the adjustments payable under the 2003, 2004, 2005, 2006 and 2007 State Wage Case Decisions. These adjustments may be offset against:
 - (i) any equivalent over award payments, and / or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Grade	Column A SWC 2003 Applicable from first full pay period 3.12.07 Weekly Rate \$	Column B SWC 2004 Applicable from first full pay period 23.12.07 Weekly Rate \$	Column C SWC 2005 Applicable from first full pay period 23.01.08 Weekly Rate \$	Column D SWC 2006 Applicable from first full pay period 23.02.08 Weekly Rate \$	Column E SWC 2007 Applicable from first full pay period 23.03.08 Weekly Rate \$
Grade 1 Trainee	493.30	512.30	529.30	549.30	569.30
Grade 2 General hand, order picker, packer / forklift driver	504.60	523.60	540.60	560.60	580.60
Grade 3 Turret truck/ crane driver	518.40	537.40	554.40	574.40	594.40
Grade 4 Leading hand	532.80	551.80	568.80	588.80	608.80
Grade 5 Senior Leading hand	534.20	553.20	570.20	590.20	610.20

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	Column A SWC 2003 Applicable from first full pay period 03.12.07 Weekly Rate	Column B SWC 2004 Applicable from first full pay period 23.12.07 Weekly Rate \$	Column C SWC 2005 Applicable from first full pay period 23.01.08 Weekly Rate \$	Column D SWC 2006 Applicable from first full pay period 23.02.08 Weekly Rate \$	Column E SWC 2007 Applicable from first full pay period 23.03.08 Weekly Rate \$
1	3(iii) (d)	Afternoon shift	13.80 per shift	14.28 per shift	14.71 per shift	15.30 per shift	15.91 per shift
2	5 (11)	Working in freezing room with a temperature between 0° and minus 18°C	1.03 per/ hour	1.07 per/hour	1.10 per/hour	1.14 per/hour	1.19 per/hour
3		Between minus 19°C and minus 25°C	1.12 per/hour	1.16 per/hour	1.19 per/hour	1.24 per/hour	1.29 per/hour
4		Below minus 25°C	1.58 per/hour	1.64 per/hour	1.69 per/hour	1.76 per/hour	1.83 per/hour
5	8 (vi)	Meal allowance	5.30	5.50	5.70	5.90	6.10

3. The variation to the rates prescribed in Part B Monetary Rates, Table 1 - Wage Rates and Table 2 - Other Rates and Allowances shall take effect from the first full pay period on or after the dates as set out in Columns A, B, C, D and E.
4. The variation shall take effect from 3 December 2007.

E. A. R. BISHOP, Commissioner.

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 1488 of 2007)

Before Commissioner Ritchie

8 October 2007

VARIATION

1. Delete Table 2 - Other Rates and Allowances of Part B, Monetary Rates of the award published 26 October 2001 (328 I.G. 1142) and insert in lieu thereof the following:

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	15.10 per week 33.10 per week 42.20 per week 56.30 per week
2.	17.	Industry Allowance	23.50 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	24.70 per week 24.70 per week 24.70 per week 24.70 per week 24.70 per week 7.40 per week
4.	18.1	Shopfitter and/or Joiner Apprentices: Tool Allowance	24.70 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	0.53 per hour 0.66 per hour
7.	20.1(c)	Working where temperature is reduced by artificial means to below 0 degrees Celsius	0.53 per hour
8.	20.1(d)	Working in a confined space	0.66 per hour
9.	20.1(e)	Engaged in unusually dirty work	0.53 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.	2.09 per day
11.	20.1(g)	Required to compute or estimate quantities of materials in respect to work performed by other employees	3.84 per day
12.	20.1(i)	Using an explosive-powered tool	1.26 per day
13.	20.1(j)(iii)	Using toxic substances or like materials Working in close proximity to employees so engaged	0.66 per hour 0.53 per hour
14.	20.1(k)	Using materials containing asbestos or working in close proximity to employees using such materials	0.66 per hour
15.	20.1(l)	If a grindstone or wheel is not made available, the employer shall pay each joiner	5.65 per week
16.	20.1(m)(iii)	Engaged in asbestos eradication	1.79 per hour
17.	27	Meal allowance after working one and a half hours overtime.	11.30

18.	39.1	First Aid Minimum qualifications	2.26 per day
19.	41.2(a)	Maximum amount of reimbursement for loss of tools or clothes	1431.00

2. This variation shall take effect from the beginning of the first pay period to commence on or after 8 October 2007

D.W. RITCHIE, Commissioner

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LANDSCAPE GARDENERS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 632 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

1. Insert at the end of clause 32, Area, Incidence and Duration of the award published 25 May 2001 (324 I.G. 1275), the following new paragraphs.

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

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

R. W. HARRISON *D.P.*

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LANDSCAPE GARDENERS, &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 1872 of 2007)

Before Commissioner Cambridge

25 October 2007

VARIATION

1. Delete subclause (vii) of clause 2, Rates of Pay, of the award published 25 May 2001 (324 I.G, 1275) and insert in lieu thereof the following:
 - (vii) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent overaward payment; 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**

Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Landscape Gardener (100%)	598.20	20.00	618.20
Landscape Gardener (Assistant Tradesperson) (92%)	562.80	20.00	582.80
Labourer (83%)	525.30	20.00	545.30

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	2(ii)	Leading Hand Allowance	17.70	18.40
2	6(i)	Meal Allowance	11.60	12.10
3	9	First Aid Allowance	10.80	11.25
4	14(iv)(a)	Country Work Allowance	347.35	355.70
5	14(vi)	Travelling Allowance:		
		Meals	11.60	12.10
		Accommodation	50.70	51.90

"Note": These allowances are contemporary for expense related allowances as at 30 June 2007 and for work related allowances are inclusive of adjustments in accordance with the June 2007 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 1 November 2007.

I. W. CAMBRIDGE, Commissioner

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(347)

SERIAL C6281

**LANDSCAPE GARDENERS, &c., ON BUILDING AND GENERAL
CONSTRUCTION AND MAINTENANCE, CIVIL AND MECHANICAL
ENGINEERING (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1873 of 2007)

Before Commissioner Cambridge

25 October 2007

VARIATION

1. Delete subclause (viii) of clause 3, Wages of the award published 4 May 2001 (324 I.G. 540) and insert in lieu thereof the following:
 - (viii) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (A) any equivalent overaward payment; 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	SWC 2006 Base Rate per week \$	SWC 2007 Adjustment \$	SWC 2007 Base Rate per week \$	SWC 2007 Rate per hour \$
Landscape Gardener	598.30	20.00	618.30	18.29
Labourer	566.70	20.00	586.70	17.44

Table 2 - Other Rates and Allowances

Item. No	Clause No	Brief Description	SWC 2006 \$	SWC 2007 \$
1	3(ii)	Leading Hands Allowance - Loaded hourly rate		
		In charge of not more than one person	14.60 (0.37)	15.20 (0.40)
		In charge of two and not more than five persons	31.90 (0.81)	33.20 (0.87)
		In charge of six and not more than ten persons	40.70 (1.03)	42.35 (1.11)
		In charge of over ten persons	54.10 (1.37)	56.25 (1.48)
2	3(iii)	Landscape Gardeners' Tool Allowance	23.15	24.00

3	3(iv)	Disabilities Allowance	22.35	23.25
4	3(v)	Travel Pattern Loading	8.20 p.w.	8.50 p.w.
5	3(vii)	Sick Leave Payment	0.6486	0.6745
6	5(i)	Fares and Travelling Time Allowance	13.30	15.40
7	5(i)	Excess fares - where transport provided to and from a point at not more than 3.2 km from the employee's residence	5.10	5.90
8	5(ii)	Wet Places and Slurry Allowances -		
	5(ii)(a)(1)	Employees working in wet places	0.51	0.53
	5(ii)(a)(3)	Employees required to work in water to a depth of:		
	(A)	- over 45.7 cm	3.41	3.55
	(B)	- over 91.4 cm	4.13	4.30
	5(ii)(b)	Employees working in slurry	0.51	0.53
9	5(iii)	Confined Spaces Allowance	0.63	0.66
10	5(iv)	Distant Places Allowance - Working in		
	(a)	Districts west and north of an excluding State Highway No. 17 from Tocumwal to Gilgandra, State Highway No. 11 to Tamworth, Yetman, Boggabilla etc Western Division of the State	1.08/day 1.78/day	1.12/day 1.85/day
	(b)	Area bounded by Snowy River to Dalgety, Berridale, Adaminable, Blowering, Walaregang and on to the Murray River	1.78/day	1.85/day
11	5(v)	Height money allowance	0.51/hr	0.53/hr
12	5(vi)	Employees lifting other than standard bricks -		
		Where the blocks weigh over 5.5 kg and under 9 kg	0.51	0.53
		9 kg or over and up to 18 kg	0.93	0.97
		18 kg	1.30	1.35
13	5(vii)	Cleaning Down Brickwork Allowance	0.46	0.48
14	5(viii)	Kosciusko National Park - Site Allowance	2.11	2.19
15	14	Meal Allowance -		
		After working one and a half hours overtime	10.85	11.35
		After the completion of each four hours on continuous overtime	9.05	9.45
16	20(iv)(a)	Distant Work Allowance (seven days)	388.60	397.95
	(c)(i)	Broken parts of the week	43.35	44.90
17	20(vi)	Meal whilst travelling	10.85	11.35
18	20(vi)	Bed Allowance whilst travelling	55.30	56.65
19	21(b)	First-Aid allowance	2.28	2.37

"Note": These allowances are contemporary for expense related allowances as at 30 June 2007, other than Items 6 and 7 which are adjusted in accordance with the NBCIA, and for work related allowances are inclusive of adjustments in accordance with the June 2007 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 1st November 2007.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

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 and another.

(No. IRC 1135 and 1145 of 2007)

Before Commissioner Cambridge

19 July 2007

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 2007. These adjustments may be offset against:
 - (A) any equivalent overaward payments, and/or
 - (B) award wage increases since 29 May 1991 other than safety net adjustments and minimum rates adjustments.
2. Delete Table 1 - Rates of Pay of Part B, Monetary Rates and insert in lieu thereof the following:

Table 1 - Rates of Pay

Description	Annual Leave \$	Total Rate \$
Single parades concluding up to and including 6.00pm	10.12	128.18
Single parades concluding after 6.00pm	10.84	140.65
Rehearsals	1.55	20.25
One showing - not exceeding two hours		
City	3.23	42.02
Suburbs	3.65	47.54
Half-day showing - not exceeding four hours		
City	5.64	73.12
Suburbs	6.05	78.60
Full-day showing - not exceeding eight hours		
City	9.93	129.26
Suburbs	10.37	135.07
Work performed before 9.00am or after 5.30pm	1.55	20.25
Evening showing independent of day showings	9.59	123.25
Not more than three consecutive hours, Monday to Friday, City plus Chatswood and Bondi	5.20	68.04
Suburbs excluding Chatswood and Bondi	5.93	77.48
Not more than one and a half consecutive hours, Saturday, City plus Chatswood and Bondi	3.08	39.92
Suburbs excluding Chatswood and Bondi	3.30	42.81
Work performed by other than in accordance with the above hours	1.65	21.56
Up to and including one hour	2.65	34.47
Up to and including two hours	4.71	61.23
Up to and including three hours	6.98	90.54

Up to and including four hours	9.02	116.63
Up to and including five hours	10.84	140.21
Up to and including six hours	13.09	170.12
Up to and including seven hours	14.80	189.90
Up to and including eight hours	16.94	221.42

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

Item No.	Clause No.	Brief Description	Amount \$
1	3 Part A (iv)(a) and (b)	Comperes: (a) not required to prepare own script (b) required to prepare own script	8.50 16.75
2	3 Part C	Fitting of garments other than on the day of engagement	25.89 per hour

4. This variation shall take effect from the first full pay period commencing on or after 25 July 2007.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

(477)

SERIAL C6262

MINERAL SANDS MINING AND TREATMENT INDUSTRY (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1868 of 2007)

Before Commissioner Tabbaa

17 October 2007

VARIATION

1. Delete subclause (ii) of clause 3, Classification Structure and Wage Rates, of the award published 20 April 2001 (324 I.G. 41), and insert in lieu thereof the following:
 - (ii) The rates of pay in this award include the adjustments payable under the State Wage Cases 2007. These adjustments may be offset against:
 - (a) any equivalent overaward payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

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

Table 1 - Wages

Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
(i) Tradespeople			
Boilermaker	598.20	20.00	618.20
Carpenter	598.20	20.00	618.20
Electrical Fitter	612.05	20.00	632.05
Electrical Mechanic	612.05	20.00	632.05
Fitter	598.20	20.00	618.20
Machinist, First class	598.20	20.00	618.20
Motor Mechanic	598.20	20.00	618.20
Marker Off	598.20	20.00	618.20
Turner	598.20	20.00	618.20
Welder - Special Class	598.25	20.00	618.25
Welder	598.20	20.00	618.20
Painter	598.20	20.00	618.20
(ii) Operators			
Floating Pump Operator			
Up to 300 tonnes per hour	571.80	20.00	591.80
300 tonnes per hour and over	589.60	20.00	609.60
Electrostatic Operator	571.80	20.00	591.80
Table and/or Dryer Operator, Concentration Plant operator and or Grinding Mill Operator	571.80	20.00	591.80
Transfer Bin Operator	571.80	20.00	591.80
Mechanical Drill Rig Operator	571.80	20.00	591.80
General Hand	580.60	20.00	600.60

Maintenance Person	598.20	20.00	608.20
Senior Fibreglass and/or Rubber Worker	614.20	20.00	634.20
General Hand (Maintenance)	564.60	20.00	584.60
Fork Lift Operator	564.60	20.00	584.60
Storeperson	555.60	20.00	575.60
Laboratory Assistant - Sampler	598.20	20.00	618.20
Laboratory Assistant - Tester	587.80	20.00	607.80
Nursery Person in charge - Full-time	587.80	20.00	607.80
Registered Weighbridge Attendant	598.20	20.00	618.20
Mobile Crane Operator with lifting capacity			
Up to 5 and including 5 tonnes	583.90	20.00	603.90
Over 5 tonnes	596.90	20.00	616.90
Tractor and Front End Loader and Grader operations			
(a) Up to but not exceeding 48kw	589.70	20.00	609.70
(b) 48kw but not exceeding 96kw	597.60	20.00	617.60
(c) 96kw but not exceeding 220kw	604.90	20.00	624.90
(d) 220kw but not exceeding 370kw	613.70	20.00	633.70
(e) 370kw but not exceeding 450kw	619.10	20.00	639.10
Truck Operators			
Up to and including 4.5 tonnes	573.00	20.00	593.00
Over 4.5 tonnes but not exceeding 9 tonnes	582.40	20.00	602.40
Over 9 tonnes but not exceeding 15 tonnes	590.60	20.00	610.60
Over 15 tonnes but not exceeding 30 tonnes	613.70	20.00	633.70
Over 30 tonnes	619.00	20.00	639.00
Off highway haulage units (including scraper, dumper and off-highway motor trucks)			
Up to but not exceeding 25 tonnes	597.60	20.00	617.60
Over 25 but not exceeding 40 tonnes	604.90	20.00	624.90
Over 40 but not exceeding 100 tonnes	613.70	20.00	633.70

3. Delete 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	SWC 2006 Amount \$	SWC 2007 Amount \$
1	3(iv)	Leading Hand - in charge of up to 10 employees	23.70	24.65
2	3(iv)	Leading Hand - in charge of more than 10 employees	36.40	37.85
3	4(I)(a)	Afternoon Shift Allowance	10.75	11.20
4	4(I)(b)	Night Shift Allowance	14.20	14.75
5	5(I)	Overall Disability Allowance	0.55	0.57
6	5(ii)	Immersion Allowance	9.60	10.00
7	5(iii)	Electrical Licence Qualified Supervisors Certificate (Electrician) Certificate of Registration (Electrician)	31.70 17.00	32.95 17.70
8	5(vi)	No showers Allowance	2.50	2.60
9	5(v)	First Aid Allowance	2.45	2.55
10	7(i)(a)	Tool Allowance	12.35	12.85
11	7(i)(b)	Tool Allowance	12.35	12.85
12	8(iii)	Meal Money	11.85	12.35
13	9(i)(c)(2)	Meal Money - when travelling	9.90	10.35
14	9(i)(f)	Caravan- remote allowance	22.35	23.25

15	9(ii)	Travelling Allowance		
		3-10 km	5.15	5.35
		10-20 km	6.60	6.85
		20-30 km	8.35	8.65
		30-40 km	9.90	10.25
		40-50 km	11.50	11.90
		Over 50 km	13.10	13.55
16	9(iv)	Travel Allowance - own motor vehicle	0.53	0.55
17	12(iv)	Travel Allowance - own motor vehicle	0.53	0.55

"Note": These allowances are contemporary for expense related allowances as at 30 June 2007 and for work related allowances are inclusive of adjustment in accordance with the June 2007 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

4. This variation shall take effect from the first full pay period to commence on or after 27 October 2007.

I. TABBAA, Commissioner

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MISCELLANEOUS GARDENERS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 633 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

1. Delete subclause (iv) of clause 34, Area, Incidence and Duration of the award published 20 April 2001 (324 I.G. 16), and insert in lieu thereof the following:
 - (iv) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 31 July 2007.

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

R. W. HARRISON *D.P.*

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MISCELLANEOUS WORKERS' - GENERAL SERVICES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 634 of 2007)

Before Commissioner McLeay

14 September 2007

REVIEWED AWARD

1. Rename in clause 1, Arrangement, of the award published 8 December 2000 (320 I.G. 1078) the clause no. and subject matter "13, Saturday and Sunday Work", to read as "13. Saturday and Sunday Work During Ordinary Hours".
2. Delete the reference to "clause 30" appearing in subclause (xvi) of clause 5, Redundancy and insert in lieu thereof the following:

"clause 36"
3. Delete the reference to "clause 15" appearing in subclause (iv) of clause 8, Rostered Days Off Duty and insert in lieu thereof the following:

"clause 21"
4. Delete the reference to "clause 10" appearing in subclause (ii) of clause 9, Wages and insert in lieu thereof the following:

"clause 15"
5. Delete the reference to "clause 5" appearing in section (iii) of subparagraph (2) of paragraph (c) of subclause (iv) of clause 11, Additional Rates and insert in lieu thereof the following:

"clause 6"
6. Delete the reference to "clause 5" appearing in subclause (ii) of clause 12, Shift Allowances and insert in lieu thereof the following:

"clause 6"
7. Delete the reference to "clause 8" appearing in subclause (ii) of clause 13, Saturday and Sunday Work and insert in lieu thereof the following:

"clause 12"
8. Delete the reference to "clause 6" appearing in subclause (b) of clause 15, Part-time Employees - Terms of Engagement and insert in lieu thereof the following:

"clause 9"
9. Delete the reference to "clause 5A" appearing in paragraph (a) of subclause (iv) of clause 25, Holidays and insert in lieu thereof the following:

"clause 7"

10. Delete the reference to "clause 5B" appearing in paragraph (a) of subclause (iv) of clause 25, Holidays and insert in lieu thereof the following:
"clause 8"
11. Delete the reference to "clause 22" appearing in paragraph (c) of subclause (iv) of clause 25, Holidays and insert in lieu thereof the following:
"clause 26"
12. Delete the reference to "clause 7" appearing in subclause (iv) clause 27, Annual Leave Loading and insert in lieu thereof the following:
"clause 11"
13. Delete the words "Clause 25 (i) (d), 25A and 26" appearing in clause 31, Catholic Employers - Personal/Carer's Leave and insert in lieu thereof the following:
"Clause 30 and 32"
14. Delete the reference to "clause 25A" appearing in subclauses (iii) and (v) of clause 32, Bereavement Leave and insert in lieu thereof the following:
"clause 30"
15. Delete the reference to "clause 21" appearing in subclause (iii) of clause 35, Exemptions and insert in lieu thereof the following:
"clause 25"
16. Delete the words "clauses 22, Annual Leave; 23, Annual Leave Loading; 25, Sick Leave; 26, Bereavement Leave, and 28 Attendance at Repatriation Centres" in subclause (v) of clause 35, Exemptions and insert in lieu thereof the following:
"clauses 26, Annual Leave; 27, Annual Leave Loading; 29, Sick Leave; 32, Bereavement Leave and 34, Attendance at Repatriation Centres"
17. Delete the reference to "clause 29" appearing in subclause (iv) of clause 38, Leave Reserved and insert in lieu thereof the following:
"clause 35"
18. Insert after the third paragraph of clause 43, Area, Incidence and Duration the following new paragraph:

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 14 September 2007.

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

19. Delete the words "Security and Cleaning, &c. (State) Conciliation Committee" appearing after clause 43, Area, Incidence and Duration and insert in lieu thereof the following:

Security and Cleaning, &c. (State) Industrial Committee

J. McLEAY, Commissioner

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MISCELLANEOUS WORKERS' - INDEPENDENT SCHOOLS AND COLLEGES, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 614 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

1. Delete the fourth paragraph in clause 40, Area, Incidence and Duration of the award published 4 May 2001 (324 I.G. 579), and insert in lieu thereof the following:

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

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

R. W. HARRISON *D.P.*

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(655B)

SERIAL C6345

MONTESSORI SCHOOLS AND/OR PRE-SCHOOLS PORTABILITY OF LONG SERVICE LEAVE AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1765 of 2007)

Before Commissioner Tabbaa

17 December 2007

REVIEWED AWARD

1. Delete clause 10, Area, Incidence and Duration of the award published 31 August 2001 (327 I.G. 480) and insert in lieu thereof the following:
 - (a) This award shall apply to all employees as defined in clause 3, Definitions, employed by employing authorities for the Montessori Schools and/or Pre Schools as specified in Annexure A.
 - (b) This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Montessori Schools and/or Pre Schools Portability of Long Service Leave Award made 1 June 2001 published 31 August 2001 (327 I.G. 480) and all variations thereof.
 - (c) The award published 18 December 1998 took effect from the beginning of the first pay period to commence on 18 December 1997 and the variations thereof incorporated herein on the dates set out in the attached Schedule A.
 - (d) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 7 December 2007.

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

2. Delete Schedule A and insert in lieu thereof the following

SCHEDULE A

Award and Variations Incorporated

Clause	Award/Variation Serial No.	Date of Publication	Date of Taking Effect	Industrial Gazette	
				Vol.	Page
Award Reprint	B6453	18 December 1998	18 December 1997	307	557
RIRC	C0401	31 August 2001	1 June 2001	327	480

3. Delete Schedule B and insert in lieu thereof the following:

SCHEDULE B

Changes Made on Review

1 June 2001

(i) Provisions Modified:

Award	Clause	Previous form of clause last published at:	
		Vol.	Page
Montessori Schools and Pre Schools Portability of Long Service Leave Award	10 Area Incident and duration	327	480

(2) Provisions Removed:

Award	Clause	Previous form of clause last Published at:	
		Vol.	Page

(3) Rescinded Obsolete Awards Related to this Award

Award	Clause	Previous form of clause last Published at:	
		Vol.	Page

I. TABBAA, Commissioner

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MOTELS, ACCOMMODATION AND RESORTS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1654 of 2007)

Before Commissioner McLeay

20 November 2007

REVIEWED AWARD

1. Delete clause no. and subject matter "4, Index of Facilitative" appearing in clause 1, Arrangement of the award published 31 August 2001 (327 I.G. 244) and insert in lieu thereof the following:
 4. Index of Facilitative Provisions
2. Delete the words "clause 35" appearing in subclause 2.1 of clause 2, Definitions and insert in lieu thereof the following:

"clause 37"
3. Delete subclause 2.5 of clause 2, Definitions and insert in lieu thereof the following:
 - 2.5 Union means the Liquor, Hospitality and Miscellaneous Union and branches thereof.
4. Delete subclause 37.5 of clause 35, Area, Incidence and Duration and insert in lieu thereof the following:
 - 37.5 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 20 November 2007.

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

J. McLEAY, Commissioner

MOTOR VEHICLE SALESPERSON (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1135 and 1145 of 2007)

Before Commissioner Cambridge

19 July 2007

VARIATION

1. Delete clause 5, Arbitrated Safety Net Adjustment, of the award published 3 November 2000 (319 I.G. 1092), and insert in lieu thereof the following:

5. Arbitrated Safety Net Adjustment

The rates of pay in this award include the adjustments payable under the State Wage Cases 2007. These adjustments may be offset against:

- (i) any equivalent overaward payments, and/or
- (ii) award wage increases since 29 May 1991 other than safety net adjustments, State Wage Case and minimum rate adjustments.

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

Table 1 - Wages

Group	Classification	Total rate \$
1	Motor Vehicle Salesperson	618.20
2	Probationary Salesperson	584.50

3. Delete Item Numbers 1 and 8 from Table 2 - Other Rates and Allowances of the said the Part B and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	3(A)(ii)	Exhibitions (Royal Easter Show, etc)	18.39 per night
8	13	Sunday Loading:	
		(a) if more than half a day is worked	124.43
		(b) if half a day or less is worked	62.21

4. Delete Table 3 - Training Wage - Skill level A and delete Table 4 - Training Wage - Skill Level B of the said Part B and insert in lieu thereof the following:

Table 3 - Training Wage - 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 industry/skill level A.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	237.00	261.00	313.00
Plus 1 year out of school	261.00	313.00	364.00
Plus 2 years	313.00	364.00	424.00
Plus 3 years	364.00	424.00	485.00
Plus 4 years	424.00	485.00	
Plus 5 years or more	485.00		

* 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%.

Table 4 - Training Wage - 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	237.00	261.00	303.00
Plus 1 year out of school	261.00	303.00	349.00
Plus 2 years	303.00	349.00	410.00
Plus 3 years	349.00	410.00	467.00
Plus 4 years	410.00	467.00	
Plus 5 years or more	467.00		

* 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%.

5. This variation shall take effect from the first full pay period commencing on or after 24 August 2007.

I. W. CAMBRIDGE, Commissioner

(510)

SERIAL C6248**NURSES, OTHER THAN IN HOSPITALS, &c. (STATE) AWARD 2006**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1517 of 2007)

Before Commissioner Bishop

11 October 2007

VARIATION

1. Delete subclause (iii) of clause 4, Salaries, of the award published 20 August 2004 (346 I.G. 76) and insert in lieu thereof the following:
 - (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent over award payments, and/or
 - (b) award wage increases since 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 - Salaries**

	Former Wage Rate \$	SWC 2007 Adjustment \$	Total Rate \$
Assistant in Nursing			
1st year	527.20	20.00	547.20
2nd year	538.30	20.00	558.30
3rd year	549.50	20.00	569.50
4th year	561.00	20.00	581.00
Enrolled Nurse			
1st year	569.00	20.00	589.00
2nd year	583.00	20.00	603.00
3rd year	604.40	20.00	624.40
4th year	622.10	20.00	642.10
Thereafter	634.40	20.00	654.40
Registered Nurse			
1st year	648.70	20.00	668.70
2nd year	663.40	20.00	683.40
3rd year	689.90	20.00	709.90
4th year	716.20	20.00	736.20
5th year	744.40	20.00	764.40
6th year	772.40	20.00	792.40
7th year	800.40	20.00	820.40
8th year	830.50	20.00	850.50
UG1	855.30	20.00	875.30
Supervisory Nurse	868.90	20.00	888.90

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	3(iv)	Meal	7.76 per meal
2	6(i)	On Call During Meal	6.18 per day
3	6(ii)	On Call	14.67 per shift
4	17(i)	Uniform	7.09 per week
5	17(i)	Stockings	3.50 per week
6	17(ii)	Laundry	5.42 per week
7	18(i)	Vehicle Allowance	
		Standing Charge	
		Up to 2 litres	156.54 per week
		Over 2 litres < 3.5 litres	172.32 per week
		Over 3.5 Litres	177.09 per week
		Vehicle Allowance	
		Running Charge	
		Up to 2 litres	29.69 cents per km
		Over 2 litres < 3.5 litres	33.19 cents per km
		Over 3.5 Litres	34.35 cents per km
8	18(iii)	Vehicle Allowance Casual Usage	66.30 cents per km

3. This variation shall take effect from the beginning of the first pay period to commence on or after 11 October 2007.

E. A. R. BISHOP, Commissioner

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(374)

SERIAL C6234

NURSING HOMES PROFESSIONAL EMPLOYEES (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 1806 of 2007)

Before Commissioner McLeay

8 October 2007

VARIATION

1. Delete subclause 30.1 of clause 30, State Wage Case Adjustments of the award published 19 January 2001 (321 I.G. 692) and insert in lieu thereof the following:
 - 30.1 The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent over-award payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Current Rate per week \$	SWC 2007 Adjustment per week \$	Wage Rate as from 1.11.07 per week \$
Nurse Counsellor			
1st year of scale	654.50	20.00	674.50
2nd year of scale	677.40	20.00	697.40
3rd year of scale	708.70	20.00	728.70
4th year of scale	736.90	20.00	756.90
5th year of scale	770.00	20.00	790.00
6th year of scale	796.00	20.00	816.00
7th year of scale	820.00	20.00	840.00
8th year of scale	842.40	20.00	862.40
9th year of scale & thereafter	872.70	20.00	892.70
Dietitian			
1st year of scale	682.00	20.00	702.00
2nd year of scale	712.80	20.00	732.80
3rd year of scale	749.60	20.00	769.60
4th year of scale	789.10	20.00	809.10
5th year of scale	825.90	20.00	845.90
6th year of scale	855.30	20.00	875.30
7th year of scale	877.30	20.00	897.30

Grade 1			
1st year of scale	930.40	20.00	950.40
2nd year of scale	955.70	20.00	975.70
Physiotherapist, Occupational Therapist, Music Therapist, Speech Pathologist			
1st year of scale	663.80	20.00	683.80
2nd year of scale	682.00	20.00	702.00
3rd year of scale	712.80	20.00	732.80
4th year of scale	749.60	20.00	769.60
5th year of scale	789.10	20.00	809.10
6th year of scale	825.90	20.00	845.90
7th year of scale	855.30	20.00	875.30
8th year of scale & thereafter	877.30	20.00	897.30
Welfare Officers (State)			
1st year of scale	587.70	20.00	607.70
2nd year of scale	614.10	20.00	634.10
3rd year of scale	637.80	20.00	657.80
4th year of scale	659.90	20.00	679.90
5th year of scale	709.80	20.00	729.80
Adults - Grade 2			
1st year of scale	706.90	20.00	726.90
2nd year of scale	730.30	20.00	750.30
Social Workers			
1st year of scale	654.50	20.00	674.50
2nd year of scale	677.40	20.00	697.40
3rd year of scale	708.70	20.00	728.70
4th year of scale	736.90	20.00	756.90
5th year of scale	770.00	20.00	790.00
6th year of scale	796.60	20.00	816.60
7th year of scale	820.00	20.00	840.00
8th year of scale	842.40	20.00	862.40
9th year of scale & thereafter	872.70	20.00	892.70

Table 2 - Allowances

Item No.	Clause No.	Allowance	Amount as from 1.11.07 \$
1	3.3	Therapist in Charge	113.90 p/wk
2 *	6.2	Meal Allowance:	
		- for breakfast when commencing overtime work at or before 6.00 am	8.60
		- for an evening meal when overtime is worked for at least one hour immediately following their normal ceasing time, exclusive of any meal break and extends beyond or is worked wholly after 7.00 pm	16.40
		- for luncheon when overtime extends beyond 2.00 pm on Saturdays, Sundays or holidays.	11.10
3 *	20	Uniform Allowance:	
	20.3	- in lieu of supplying uniforms	1.70 p/wk
	20.4	- in lieu of laundering	0.95 p/wk

**OTHER SERVICES (CATHOLIC PERSONAL/CARER'S LEAVE)
(STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1722 of 2007)

Before Commissioner Stanton

11 December 2007

REVIEWED AWARD

1. Delete the words "Motels, Accommodation and Resorts, &c. Award" and "Miscellaneous Workers Home Care Industry (State) Award appearing in clause 2, Definitions, of the award published 23 August 2002 (335 I.G. 1089).
2. Delete the last paragraph in clause 6, Area, Incidence and Duration, and insert in lieu thereof the following:

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 11 December 2007.

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

J.D. STANTON, Commissioner

Printed by the authority of the Industrial Registrar.

PET FOOD MANUFACTURERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 644 of 2007)

Before Commissioner McLeay

14 September 2007

REVIEWED AWARD

1. Delete the word "or" appearing in the first sentence of subclause (xi) of clause 2, Definitions of the award published 24 November 2000 (320 I.G. 563), and insert in lieu thereof the following:
"of"
2. Delete the word "our" appearing in paragraph (4) of subclause (a) of clause 3, Hours - Day Work and insert in lieu thereof the following:
"four"
3. Delete the word "or" appearing in paragraph (ii) of subclause (g) of clause 3, Hours - Day Work and insert in lieu thereof the following:
"on"
4. Insert the word "to" between the words "access" and "training" in paragraph (3) of subclause (a) of clause 8, Undertakings.
5. Delete the repeated sentence "specified in subclause (i), of this clause, shall be paid for such holidays;" in subclause (v) of clause 11, Sunday and Holidays.
6. Delete the colon ":" appearing after the words "17.5% loading" in paragraph (b) of subclause (ii) of clause 12, Annual Holidays, and insert in lieu thereof a full stop.
7. Delete the colon ":" appearing after the word "claimed" in paragraph (b) of subclause (i) of clause 14, Sick Pay and insert in lieu thereof a full stop.
8. Delete the word "authorised" in paragraph (i) of subclause (e) of clause 27, Superannuation and insert in lieu thereof the word "authorise".
9. Delete any references to the "Department of Social Security" appearing in paragraph (g) of subclause (iv) of clause 28, Redundancy and insert in lieu thereof the following:
"Centrelink"
10. Delete the word "day" appearing in paragraph (g) of subclause (1) of clause 30, Disputes Procedure and insert in lieu thereof the following:
"delay"

11. Delete the third paragraph of clause 31, Area, Incidence and Duration and insert in lieu thereof the following:

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 14 September 2007.

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

J. McLEAY, Commissioner.

Printed by the authority of the Industrial Registrar.

(113)

SERIAL C6270**PHARMACY ASSISTANTS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1135 and 1145 of 2007)

Before Commissioner Cambridge

19 July 2007

VARIATION

1. Delete subclause (a) of clause 16, Arbitrated Safety Net Adjustment, of the award published 13 October 2000 (319 I.G. 285) and insert in lieu thereof the following:
 - (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete subclause 19.7 of clause 19, Work Standards and Classification Arrangements for Pharmacy Assistants, and insert in lieu thereof the following:
 - 19.7 Transitional rates of pay for non-reclassified employees

The following transitional rates of pay shall apply from the first full pay period on or after 9 July 2004 to employees who have not been reclassified in accordance with the above arrangement.

Classification	Total Rate per week \$
Pharmacy Assistant Grade 1 first six months, trainee or unqualified	573.10
Pharmacy Assistant Grade 1	583.40
Pharmacy Assistant Grade 2	593.60
Pharmacy Assistant Grade 3	603.90
Pharmacy Assistant Grade 4	616.10

These transitional rates of pay shall cease to have effect on translation.

3. Delete (i) of Table 1 - Wages of Part B, Monetary Rates and insert in lieu thereof the following:
 - (i)

Competency Level	Total Rate per week \$
Pharmacy Assistant Competency level 1 first six months	573.10
Pharmacy Assistant Competency level 1	583.40
Pharmacy Assistant Competency level 2	593.60
Pharmacy Assistant Competency level 3	616.10
Pharmacy Assistant Competency level 4	649.70

4. Delete Item Number 5 from Table 2 - Other Rates and Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
5	34(ii)	Living Away from Home Allowance	9.63 per day

5. This variation shall take effect from the first full pay period commencing on or after 4 August 2007.

I. W. CAMBRIDGE, Commissioner

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(534)

SERIAL C6217

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 1488 of 2007)

Before Commissioner Ritchie

8 October 2007

VARIATION

1. Delete Table 2 - Other Rates and Allowances of Part B, Monetary Rates of the award published 16 November 2001 (329 I.G. 625), and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item	Clause	Brief Description	Amount
1	5(5)(i)	Operator in charge of plant	14.73 per week
2	5(5)(ii)(a)	Industry allowance	22.50 per week
4	5(5)(iii)	Employees engaged in waste disposal depots	1.09 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	20.80 per week 29.30 per week 37.34 per week
6	5(5)(v)	Special Allowance - Employees within A.I. & S, Port Kembla	0.83 per hour
7	5(5)(vi)	Employees involved in road construction work in the Illawarra region near coal wash	0.53 per hour
8	14(ii)	Meal Allowance each subsequent meal	11.30 per meal 9.30 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	15.40 per day 5.90 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	0.83 per km
		Minimum Payment	15.4 per day
	31(iv)(b)	Use of Own Vehicle	0.83 per km
	31(iv)(c)	Road Escort - Own Vehicle	0.83 per km
	31(iv)(d)	Transfer - One job to another Own Vehicle	0.83 per km
12	31(v)	Carrying of Fuels Oils and/or grease	8.88 per day
13		Country Work Allowance	
	33(iii)(a)	Unbroken Week	390.20 per week
	33(iii)(b)	Broken Week	55.80 per day
14	33(iii)(c)(1)	Travel Allowance - Weekend Return	31.20 per occasion
15	33(v)	Meal Allowance whilst travelling	11.30 per meal
16	34(xv)(a)	Camping Area - Weekend return	31.20 per occasion
17	35(ii)	Caravan Allowance Unbroken Week Broken Week	182.20 per week 26.00 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	1.12 per day 1.85 per day
19	37(ii)	Employees working in the southern districts of the State	1.85 per day
20	38(x)(c)(v)(A)	First-Aid Allowance	2.26 per day
21	38(x)(c)(v)(B)	First-Aid Allowance	3.56 per day

22	38(xi)(d)	Employee engaged in lime work	0.53 per hour
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2. This variation shall take effect from the beginning of the first pay period to commence on or after 8 October 2007.

D.W. RITCHIE, Commissioner

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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 1488 of 2007)

Before Commissioner Ritchie

8 October 2007

VARIATION

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

Tool Allowances	\$
Shop Hand	3.40
Caster	1.40

2. Delete the amount of "\$2.10" appearing in subclause (ii) of clause 6, Overtime, and insert in lieu thereof the following:

\$2.20

3. Delete the amount of "\$54.50" appearing in subclause (i) of clause 10, Distant Work and insert in lieu thereof the following:

\$55.80

4. This variation shall take effect from the beginning of the first pay period to commence on or after 8 October 2007.

D.W. RITCHIE, Commissioner

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PLUMBERS AND GASFITTERS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1748 of 2007)

Before Commissioner Tabbaa

6 December 2007

REVIEWED AWARD

1. Delete the word "fro" appearing in subclause (ii) of clause 17, Distant Work - Apprentices, of the award published 25 February 2000 (313 I.G. 709) and insert in lieu thereof the following:
"from"
2. Delete the word "reasonable" appearing in paragraph (a) of subclause (vi) of clause 20, Overtime and insert in lieu thereof the following:
"reasonably"
3. Delete the words "clause 50" appearing in subclause (b) of clause 39, Trade Union Training Leave and insert in lieu thereof the following:
"clause 51"
4. Delete the words "clause 50" appearing in subclause (8) of clause 52, Settlement Disputes and insert in lieu thereof the following:
"clause 51"
5. Delete the words "clause 51" appearing in subclause (h) of clause 59, Structural Efficiency Exercise and insert in lieu thereof the following:
"clause 52"
6. Delete the third and fourth paragraphs of clause 61, Area, Incidence and Duration and insert in lieu thereof the following

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

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

I. TABBAA, Commissioner

POULTRY FARM EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 630 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

1. Delete the second and third paragraphs in clause 32, Area, Incidence and Duration of the award published 12 April 2001 (323 I.G. 1069), and insert in lieu thereof the following:

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

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

R. W. HARRISON *D.P.*

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POULTRY INDUSTRY LIVESTOCK (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C2090 published 24 October 2003

(341 I.G. 867)

(No. IRC 3511 of 2003)

CORRECTION

1. For instruction 3, insert the following new tables (i) and (ii) after Table 1 - Wages:
- (i) Junior Employees - Junior employees shall be paid the following percentages of the classification for the job they perform:

	Percentage
At 16 years	60
17 years	65
18 years	70
19 years	80
20 years	90

- (ii) Apprentices - Apprentices shall be paid the following percentages of the Rural Tradesperson classification:

	Percentage
First year	42
Second year	55
Third year	75
Fourth year	88
20 years of age	90

G. M. GRIMSON *Industrial Registrar.*

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POULTRY INDUSTRY LIVESTOCK (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C3094 published 4 February 2005

(348 I.G. 371)

(No. IRC 3856 of 2004)

CORRECTION

1. For instruction 2, insert the following new tables (i) and (ii) after Table 1 - Wages:
- (i) Junior Employees - Junior employees shall be paid the following percentages of the classification for the job they perform:

	Percentage
At 16 years	60
17 years	65
18 years	70
19 years	80
20 years	90

- (ii) Apprentices - Apprentices shall be paid the following percentages of the Rural Tradesperson classification:

	Percentage
First year	42
Second year	55
Third year	75
Fourth year	88
20 years of age	90

G. M. GRIMSON *Industrial Registrar.*

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POULTRY INDUSTRY LIVESTOCK (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C4078 published 18 November 2005

(354 I.G. 945)

(No. IRC 3587 of 2005)

CORRECTION

1. For instruction 2, insert the following new tables (i) and (ii) after Table 1 - Wages:
- (i) Junior Employees - Junior employees shall be paid the following percentages of the classification for the job they perform:

	Percentage
At 16 years	60
17 years	65
18 years	70
19 years	80
20 years	90

- (ii) Apprentices - Apprentices shall be paid the following percentages of the Rural Tradesperson classification:

	Percentage
First year	42
Second year	55
Third year	75
Fourth year	88
20 years of age	90

G. M. GRIMSON *Industrial Registrar.*

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POULTRY INDUSTRY LIVESTOCK (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C5085 published 3 November 2006

(361 I.G. 755)

(No. IRC 3024 of 2006)

CORRECTION

1. For instruction 2, insert the following new tables (i) and (ii) after Table 1 - Wages:
- (i) Junior Employees - Junior employees shall be paid the following percentages of the classification for the job they perform:

	Percentage
At 16 years	60
17 years	65
18 years	70
19 years	80
20 years	90

- (ii) Apprentices - Apprentices shall be paid the following percentages of the Rural Tradesperson classification:

	Percentage
First year	42
Second year	55
Third year	75
Fourth year	88
20 years of age	90

G. M. GRIMSON *Industrial Registrar.*

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POULTRY INDUSTRY LIVESTOCK (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Correction to Serial C6121 published 26 October 2007

(364 I.G. 222)

(No. IRC 1165 of 2007)

CORRECTION

1. For instruction 2, insert the following new tables (i) and (ii) after Table 1 - Wages:
- (i) Junior Employees - Junior employees shall be paid the following percentages of the classification for the job they perform:

	Percentage
At 16 years	60
17 years	65
18 years	70
19 years	80
20 years	90

- (ii) Apprentices - Apprentices shall be paid the following percentages of the Rural Tradesperson classification:

	Percentage
First year	42
Second year	55
Third year	75
Fourth year	88
20 years of age	90

G. M. GRIMSON *Industrial Registrar.*

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**PRIVATE HEALTH AND CHARITABLE SECTOR EMPLOYEES
SUPERANNUATION (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 738 of 2007)

Before Mr Deputy President Grayson

23 July 2007

REVIEWED AWARD

1. Delete subclause (v) and (vi) of clause 7, Area, Incidence and Duration of the award published 7 December 2001 (330 I.G. 89), and insert in lieu thereof the following:
 - (v) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 23 July 2007.
 - (vi) This award remains in force until varied or rescinded, the period for which it was made already having expired.

J. P. GRAYSON *D.P.*

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PRIVATE HOSPITAL (NAMED RESPONDENTS) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 1798 of 2007)

Before Commissioner McLeay

8 October 2007

VARIATION

1. Delete Part B, Monetary Rates, of the award published 29 April 2005 (350 I.G. 732), and insert in lieu thereof the following:

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

Classification	Current Rate Per Week \$	Award Variation Adjustment Per Week \$	Wage Rate as from 8.10.07 Per Week \$
Administrative Staff			
Clerk - Age Scale - Under 18 years of age	363.50	4.0%	378.00
Clerk - Grade I - First year of service	580.80	20.00	600.80
Second year of service	596.50	20.00	616.50
Third year of service	610.80	20.00	630.80
Fourth year of service	622.50	20.00	642.50
Fifth year of service and thereafter	634.40	20.00	654.40
Clerk - Grade II - First year of service	653.90	20.00	673.90
Second year of service and thereafter	671.60	20.00	691.60
Clerk - Grade III - First year of service	689.60	20.00	709.60
Second year of service and thereafter	705.40	20.00	725.40
Clerk - Grade IV - First year of service	720.50	20.00	740.50
Second year of service and thereafter	734.40	20.00	754.40
Clerk - Grade V - First year of service	752.80	20.00	772.80
Second year of service and thereafter	767.50	20.00	787.50
Provided that employees on the Age Scale who are substantially engaged on stenographic duties, or as a comptometer or ledger posting machine operator, shall be paid a weekly allowance as part of salary of the amount per week set out in Item 16 of Table 2 - Other Rates and Allowances.			
Central Sterile Supply Department			
CSSD Aides - Junior Scale: Under 18 years of age	403.30	4.0%	419.40

Adult -			
First year of service	614.80	20.00	634.80
Second year of service	624.00	20.00	644.00
Third year of service & thereafter	633.30	20.00	653.30
Assistant Supervisor - C.S.S.D. -			
500 beds and over	738.40	20.00	758.40
200 but less than 500 beds	675.40	20.00	695.40
100 but less than 200 beds	655.00	20.00	675.00
Supervisor - C.S.S.D. -			
500 beds and over	854.50	20.00	874.50
200 but less than 500 beds	794.40	20.00	814.40
100 but less than 200 beds	738.40	20.00	758.40
Central Sterile Supply Department Aides, other than Supervisors and Assistant Supervisors, who possess the Sterilising Certificate, shall be paid an allowance of the amount per week set out in Item 17 of Table 2 - Rates and Allowances			
Maintenance Staff			
Boiler Attendant -			
Certificated	620.10	20.00	640.10
With Maintenance of Plant Duties	625.90	20.00	645.90
Where a boiler attendant attends to more than one boiler and/or performs work other than that of a boiler attendant, he/she shall be paid an additional amount per week as set out in Item 18 of Table 2 - Other Rates and Allowances.			
Maintenance Supervisor (Non-Tradesman) -			
In charge of staff	713.20	20.00	733.20
Otherwise	699.10	20.00	719.10
Maintenance Supervisor (Tradesman) -			
In charge of staff	803.50	20.00	823.50
Otherwise	754.00	20.00	774.00
Engineer (Certificated) -			
First year of service	827.40	20.00	847.40
Second year of service and thereafter	876.20	20.00	896.20
Nuclear Medicine Department			
Nuclear Medicine Technologist -			
First year of experience	747.50	20.00	767.50
Second year of experience	766.30	20.00	786.30
Third year of experience	800.30	20.00	820.30
Fourth year of experience	834.40	20.00	854.40
Fifth year of experience	870.20	20.00	890.20
Sixth year of experience	905.80	20.00	925.80
Seventh year of experience	942.90	20.00	962.90
Eighth year of experience and thereafter	982.50	20.00	1,002.50
Handyperson	699.70	20.00	719.70
Senior Nuclear Medicine Technologist	1,054.40	20.00	1,074.40
Chief Nuclear Medicine Technologist -			
Grade I	1,201.90	20.00	1,221.90
Grade II	1,273.00	20.00	1,293.00
Other Medical/Technical Staff Group			
Anaesthetic and Operating Theatre			
Technician - Without Diploma	700.10	20.00	720.10
Provided that an Anaesthetic and Operating Theatre Technician who is the possessor of a Diploma issued by the Australian Society of Anaesthetic and Operating Theatre Technicians shall be paid	729.10	20.00	749.10
Senior Anaesthetic and Operating Theatre Technician	744.70	20.00	764.70

Electro-Cardiograph Recorder/Technician - First year of experience	700.10	20.00	720.10
Second year of experience & thereafter	710.60	20.00	730.60
Senior Electro-Cardiograph Recorder/Technician	726.00	20.00	746.00
Heart/Lung Assistant	710.30	20.00	730.30
Heart/Lung Technician	741.00	20.00	761.00
Neurophysiological Technician - First year of experience	729.10	20.00	749.10
Second year of experience & thereafter	744.70	20.00	764.70
Senior Neurophysiological Technician - Grade I	760.50	20.00	780.50
Grade II	809.60	20.00	829.60
Grade III	873.70	20.00	893.70
Surgical Bootmaker - First year of experience	688.00	20.00	708.00
Second year of experience & thereafter	696.80	20.00	716.80
Orthotist - First year of service	688.30	20.00	708.30
Second year of service	700.30	20.00	720.30
Third year of service	711.00	20.00	731.00
Fourth year of service and thereafter	720.70	20.00	740.70
Chief Orthotist - Sole, or in charge of one other	754.90	20.00	774.90
Chief Orthotist - In charge of two or more orthotists: First year of service	754.90	20.00	774.90
Second year of service & thereafter	776.10	20.00	796.10
Wardsperson - First year of service	614.20	20.00	634.20
Second year of service and thereafter	617.90	20.00	637.90
Surgical Dresser - First year of service	620.00	20.00	640.00
Second year of service	624.20	20.00	644.20
Third year of service and thereafter	630.10	20.00	650.10
Recreation Activities Officer - First year of experience	633.20	20.00	653.20
Second year of experience	646.80	20.00	666.80
Third year of experience & thereafter	655.90	20.00	675.90
Diversional Therapist with Associate Diploma - First year of experience	627.60	20.00	647.60
Second year of experience	658.70	20.00	678.70
Third year of experience	686.90	20.00	706.90
Fourth year of experience	712.90	20.00	732.90
Fifth year of experience and thereafter	740.00	20.00	760.00
Years of experience as a Diversional Therapist with Associate Diploma employed under the Private Hospital Employees' (State) Award or any award replacing that award will be recognised for appointment and incremental progression.			
Technical Assistant - First year of service	676.20	20.00	696.20
Second year of service	690.80	20.00	710.80
Third year of service and thereafter	700.40	20.00	720.40
Pharmacy Department Pharmacy Assistant (Graduate/Unregistered)	704.30	20.00	724.30
Pharmacists (Registered) - First year of experience	766.30	20.00	786.30

Second year of experience	789.00	20.00	809.00
Third year of experience	828.00	20.00	848.00
Fourth year of experience	874.30	20.00	894.30
Fifth year of experience	923.90	20.00	943.90
Sixth year of experience	970.40	20.00	990.40
Seventh year of experience	1,007.40	20.00	1,027.40
Eighth year of experience and thereafter	1,035.20	20.00	1,055.20
Chief Pharmacist (Practising Pharmacist) - Sole pharmacist in charge or in charge of 3 or less registered or unregistered assistants:			
First year of service	1,102.10	20.00	1,122.10
Second year of service	1,134.10	20.00	1,154.10
Third year of service	1,161.60	20.00	1,181.60
In charge of 4 or more registered or unregistered assistants:			
First year of service	1,189.20	20.00	1,209.20
Second year of service	1,217.70	20.00	1,237.70
Third year of service	1,253.90	20.00	1,273.90
Pharmacists who are in possession of a Fellowship of the Society of Hospital Pharmacists shall be paid in addition to the rates prescribed an allowance per week of the amount set out in Item 20 of Table 2 - Other Rates and Allowances.			
Radiographic Staff			
Radiographer -			
First year of experience	747.50	20.00	767.50
Second year of experience	766.30	20.00	786.30
Third year of experience	800.30	20.00	820.30
Fourth year of experience	834.40	20.00	854.40
Fifth year of experience	870.20	20.00	890.20
Sixth year of experience	905.80	20.00	925.80
Seventh year of experience	942.90	20.00	962.90
Eighth year of experience and thereafter	982.50	20.00	1,002.50
Senior Radiographer in a Section	1,054.40	20.00	1,074.40
Assistant Chief Radiographer	1,078.80	20.00	1,098.80
Chief Radiographer or Sole Radiographer at hospitals with an adjusted daily average of			
Under 100 beds	1,078.80	20.00	1,098.80
100 beds but less than 200	1,137.60	20.00	1,157.60
200 beds but less than 300	1,201.90	20.00	1,221.90
300 beds but less than 500	1,273.00	20.00	1,293.00
500 beds but less than 750	1,340.00	20.00	1,360.70
Chief Radiographer, Diagnostic Radiographer at a hospital having an adjusted daily average of occupied beds of			
750 or more	1,374.80	20.00	1,394.80
Radiographers who are in possession of a Fellowship of the Australian Institute of Radiography shall be paid an allowance of the amount per week set out in Item 21 of Table 2 - Other Rates and Allowances. A radiographer employed in a hospital who is required to provide a weekly service to another hospital or hospitals shall be paid in accordance with the following:			
(a) Where a radiographer is classified and paid as a Chief Radiographer in his/her own hospital, he/she shall be adjusted to the rate prescribed for a Chief Radiographer based on the combined A.D.A. of the hospitals within the group service, provided that, if on this basis the employee would not be entitled to an adjustment to a higher salary rate, the employee shall be paid an allowance of the amount per week set out in Item 19 of Table 2 - Other Rates and Allowances.			
(b) Where the employee is not classified and paid as a Chief Radiographer, the employee shall be paid the weekly rate prescribed for a Senior Radiographer.			

Support Services Staff			
General Services Officer, Grade I - (includes Maid, Laundry Hand, Seamstress)			
Junior (under 18 years of age)	487.10	4.0%	506.60
Adult (18 years of age and over)	587.60	20.00	607.60
General Services Officer, Grade II - (includes Kitchenhand, Ward Assistant, Wash House Employee, Industrial Washing Machine Operator, Porter/Cleaner, Cleaner, General Useful)	600.70	20.00	620.70
General Services Officer, Grade III - (includes Handyman, Storeperson, Assistant Cook)	610.60	20.00	630.60
General Services Officer, Grade IV -			
First year of service	623.90	20.00	643.90
Second year of service	633.20	20.00	653.20
Third year of service and thereafter	646.80	20.00	666.80
Cook -			
Grade A	639.70	20.00	659.70
Grade B	625.70	20.00	645.70
Chef -			
First year of service	660.80	20.00	680.80
Second year of service and thereafter	672.10	20.00	692.10
Catering Officer -			
First year of service	710.30	20.00	730.30
Second year of service and thereafter	720.00	20.00	740.00
Housekeeper -			
First year of service	623.10	20.00	643.10
Second year of service and thereafter	626.70	20.00	646.70
Laundry Foreperson	634.40	20.00	654.40
If in possession of Laundry and Dry Cleaning Certificate	642.50	20.00	662.50
Gardener (Otherwise)	613.40	20.00	633.40
Gardener (Qualified)	627.20	20.00	647.20
Head Gardener (Otherwise)	643.80	20.00	663.80
Head Gardener (Qualified)	675.50	20.00	695.50
Motor Vehicle Driver	623.20	20.00	643.20
Motor Vehicle Driver (Trucks and Ambulance)	630.60	20.00	650.60
Storekeeper	654.60	20.00	674.60
Technical Staff			
Technical Officer -			
Grade I:			
First year of experience	715.40	20.00	735.40
Second year of experience	729.00	20.00	749.00
Third year of experience	739.00	20.00	759.00
Fourth year of experience	753.00	20.00	773.00
Fifth year of experience	766.30	20.00	786.30
Sixth year of experience	789.00	20.00	809.00
Seventh year of experience	809.80	20.00	829.80
Eighth year of experience & thereafter	828.00	20.00	848.00
Grade II:			
First year of service	874.40	20.00	894.40
Second year of service	899.20	20.00	919.20
Third year of service	923.90	20.00	943.90
Fourth year of service	970.40	20.00	990.40

Senior Technical Officer -			
First year of service	1,007.40	20.00	1,027.40
Second year of service	1,021.20	20.00	1,041.20
Third year of service and thereafter	1,035.20	20.00	1,055.20
Medical Technologist -			
First year of experience	766.30	20.00	786.30
Second year of experience	789.00	20.00	809.00
Third year of experience	828.00	20.00	848.00
Fourth year of experience	874.40	20.00	894.40
Fifth year of experience	923.90	20.00	943.90
Sixth year of experience	970.40	20.00	990.40
Seventh year of experience	1,007.40	20.00	1,027.40
Eighth year of experience & thereafter	1,035.20	20.00	1,055.20
Senior Medical Technologist in a Section -			
First year of experience	1,102.10	20.00	1,122.10
Second year of experience	1,134.10	20.00	1,154.10
Third year of experience and thereafter	1,161.60	20.00	1,181.60
Chief Medical Technologist - If sole technologist in a hospital or in charge of other technologists or trainees at hospitals having an adjusted daily average of occupied beds of less than 200:			
First year of experience	1,189.20	20.00	1,209.20
Second year of experience	1,217.70	20.00	1,237.70
Third year of experience & thereafter	1,253.90	20.00	1,273.90
Provided where a Chief Medical Technologist is the holder of a Fellowship of the Australian Institute of Medical Technology s/he shall be paid an additional amount per week as wet out in Item 22 of Table 2 - Other Rates and Allowances.			
Apprentices			
Apprentice Cook -			
First year	375.40	60% of Cook B	387.40
Second year	516.20	82½ of Cook B	532.70
Third year	578.80	92½ of Cook B	597.30
Apprentice Gardener -			
First year	313.60	50% of Gardener (qualified)	323.60
Second year	376.30	60% of Gardener (qualified)	388.30
Third year	501.80	80% of Gardener (qualified)	517.80
Fourth year	564.50	90% of Gardener (qualified)	582.50
Medical Officers			
Medical Officer - Resident -			
First year of service	861.90	20.00	881.90
Second year of service	932.10	20.00	952.10
Third year of service	1,010.30	20.00	1,030.30
Fourth year of service	1,084.50	20.00	1,104.50
Medical Officer - Registrar			
First year of service	1,011.00	20.00	1,031.00
Second year of service	1,084.50	20.00	1,104.50
Third year of service	1,158.30	20.00	1,178.30
Fourth year of service	1,229.10	20.00	1,249.10

Medical Officer - Senior Registrar	1,337.00	20.00	1,357.00
Scientific Officers			
Scientific Officer - Trainee			
First year of scale	480.60	20.00	500.60
Second year of scale	508.40	20.00	528.40
Third year of scale	563.40	20.00	583.40
Fourth year of scale	625.10	20.00	645.10
Fifth year of scale	687.70	20.00	707.70
Sixth year of scale	738.80	20.00	758.80
Scientific Officer			
First year of scale -	765.60	20.00	785.60
Second year of scale	788.60	20.00	808.60
Third year of scale	827.30	20.00	847.30
Fourth year of scale	873.70	20.00	893.70
Fifth year of scale	923.40	20.00	943.40
Sixth year of scale	969.80	20.00	989.80
Seventh year of scale	1,006.90	20.00	1,026.90
Eight year of scale	1,034.60	20.00	1,054.60
Senior Scientific Officer -			
First year of scale	1,101.60	20.00	1,121.60
Second year of scale	1,133.40	20.00	1,153.40
Third year of scale	1,160.90	20.00	1,180.90
Fourth year of scale	1,188.40	20.00	1,208.40
Fifth year of scale	1,217.20	20.00	1,237.20
Sixth year of scale	1,253.40	20.00	1,273.40
Seventh year of scale	1,287.00	20.00	1,307.00
Eight year of scale	1,315.80	20.00	1,335.80
Senior Scientific Officer - in charge -			
(a) in charge of a section of a laboratory:			
First year	1,101.60	20.00	1,121.60
Second year	1,133.40	20.00	1,153.40
Third year	1,160.90	20.00	1,180.90
(b) in charge of a laboratory at a hospital having an ADA of less than 200:			
First year	1,188.40	20.00	1,208.40
Second year	1,217.20	20.00	1,237.20
Thereafter	1,252.20	20.00	1,272.20
(c) in charge of a laboratory at a hospital having an ADA of more than 200:			
First year	1,253.40	20.00	1,273.40
Second year	1,287.00	20.00	1,307.00
Thereafter	1,314.90	20.00	1,334.90
Principal Scientific Officer -			
First year of scale	1,354.40	20.00	1,374.40
Second year of scale	1,384.20	20.00	1,404.20
Third year of scale	1,417.50	20.00	1,437.50
Fourth year of scale	1,447.70	20.00	1,467.70
Fifth year of scale	1,479.30	20.00	1,499.30
Sixth year of scale	1,510.40	20.00	1,530.40
Seventh year of scale	1,541.10	20.00	1,561.10
Eight year of scale	1,573.30	20.00	1,593.30
Ninth year of scale	1,604.30	20.00	1,624.30
Tenth year of scale	1,636.70	20.00	1,656.70

Nurse Counsellor -			
First year of scale	753.90	20.00	773.90
Second year of scale	782.80	20.00	802.80
Third year of scale	822.20	20.00	842.20
Fourth year of scale	857.70	20.00	877.70
Fifth year of scale	899.40	20.00	919.40
Sixth year of scale	932.90	20.00	952.90
Seventh year of scale	962.40	20.00	982.40
Eight year of scale	990.60	20.00	1,010.60
Thereafter	1,028.80	20.00	1,048.80
Psychologist, Audiologist, Research - Project Officer -			
First year of service	748.40	20.00	768.40
Second year of service	777.00	20.00	797.00
Third year of service	815.50	20.00	835.50
Fourth year of service	852.90	20.00	872.90
Fifth year of service	893.90	20.00	913.90
Sixth year of service	932.10	20.00	952.10
Seventh year of service	962.10	20.00	982.20
Eight year of service	1,028.50	20.00	1,048.50
Clinical Psychologists -			
First year of service	992.00	20.00	1,012.00
Second year of service	1,045.10	20.00	1,065.10
Third year of service	1,094.10	20.00	1,114.10
Fourth year of service	1,147.70	20.00	1,167.70
Fifth year of service	1,197.10	20.00	1,217.10
Librarian - Graduate -			
First year of service	741.60	20.00	761.60
Second year of service	765.40	20.00	785.40
Third year of service	797.50	20.00	817.50
Fourth year of service	827.20	20.00	847.20
Fifth year of service	857.70	20.00	877.70
Sixth year of service	878.60	20.00	898.60
Seventh year of service	923.00	20.00	943.00
Dietitian -			
First year of scale	788.60	20.00	808.60
Second year of scale	827.30	20.00	847.30
Third year of scale	873.70	20.00	893.70
Fourth year of scale	923.40	20.00	943.40
Fifth year of scale	969.80	20.00	989.80
Sixth year of scale	1,006.90	20.00	1,026.90
Seventh year of scale	1,034.60	20.00	1,054.60
Grade 1 -			
First year of scale	1,101.60	20.00	1,121.60
Second year of scale	1,133.40	20.00	1,153.40
Physiotherapists, Occupational Therapists Music Therapists, Speech Pathologists -			
First year of scale	765.60	20.00	785.60
Second year of scale	788.60	20.00	808.60
Third year of scale	826.60	20.00	846.60
Fourth year of scale	873.70	20.00	893.70
Fifth year of scale	923.40	20.00	943.40
Sixth year of scale	969.80	20.00	989.80
Seventh year of scale	1,006.90	20.00	1,026.90
Eight year of scale	1,034.60	20.00	1,054.60
Thereafter			

Medical Records Officer -			
First year of scale	752.30	20.00	772.30
Second year of scale	765.20	20.00	785.20
Third year of scale	778.20	20.00	798.20
Fourth year of scale	790.80	20.00	810.80
Fifth year of scale	805.00	20.00	825.00
Sixth year of scale	822.00	20.00	842.00
Seventh year of scale	838.60	20.00	858.60
Eight year of scale	875.80	20.00	895.80
Welfare Officer - Social -			
Grade 1:			
First year of scale	669.70	20.00	689.70
Second year of scale	703.00	20.00	723.00
Third year of scale	732.90	20.00	752.90
Fourth year of scale	760.80	20.00	780.80
Fifth year of scale	823.60	20.00	843.60
Grade 2:			
First year of scale	819.90	20.00	839.90
Second year of scale	849.40	20.00	869.40
Social Worker -			
First year of scale	753.90	20.00	773.90
Second year of scale	782.80	20.00	802.80
Third year of scale	822.20	20.00	842.20
Fourth year of scale	857.70	20.00	877.70
Fifth year of scale	899.40	20.00	919.40
Sixth year of scale	932.90	20.00	952.90
Seventh year of scale	962.40	20.00	982.40
Eight year of scale	990.60	20.00	1,010.60
Ninth year of scale	1,028.80	20.00	1,048.80
Patient Services Assistant	600.70	20.00	620.70
Security Officers -			
Grade 1	683.20	20.00	703.20
Grade 2	707.90	20.00	727.90
Medical Records Administrator/Clinical Coders			
First year of scale	752.30	20.00	772.30
Second year of scale	765.20	20.00	785.20
Third year of scale	778.20	20.00	798.20
Fourth year of scale	790.80	20.00	810.80
Fifth year of scale	805.00	20.00	825.00
Sixth year of scale	822.00	20.00	842.00
Seventh year of scale	838.60	20.00	858.60
Eight year of scale	875.80	20.00	895.80

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount from 8.10.07 \$
1	5.2.D	Principal Scientific Officer - Qualification Allowance	53.00 p/week
2	5.3.B	Psychologists, Audiologists & Research or Project Officers - Allowance Further Allowance	58.80 p/week 58.80 p/week
3	5.6	Physiotherapist, Occupational Therapist, Speech Pathologist - In Charge Allowance	125.40 p/week

4	7.A(xi) 7.B(iii)	Broken Shift Allowance	8.00 per shift
5	9(vi) 12(iv)	Meal Allowances (overtime) - Breakfast Lunch Dinner	11.40 p/meal 14.60 p/meal 21.80 p/meal
6	15(vii)	Apprentices - Certificate of exam pass Each subsequent year	1.90 p/week 1.90 p/week
7	17(i)	Driving Allowances - Where required to drive a vehicle Required to drive more than 10 hours in any week - minimum payment Required to drive more than 4 hours in any day or shift - minimum payment	4.90 p/week 4.90 4.90 p/shift
8	17(ii)	Post-mortem Assistance Allowance - Weekly allowance Where assisting in more than one post mortem per week	7.60 p/week 7.60 p/p.mortem
9	17(iii)	Dirty Work, Confined Spaces Allowance	0.41 per hour
10	17(iii)	Confined Spaces Allowance - inside boiler, flue, etc.	0.71 per hour
11	17(v)	Handling Linen of Nauseous Nature Allowance (except in sealed linen bags)	0.22 per hour
12	17(vii)	Leading Hand Allowance - In charge of 2 to 5 employees In charge of 6 to 10 employees In charge of 11 to 15 employees In charge of 16 to 19 employees	20.60 p/week 29.00 p/week 36.70 p/week 44.70 p/week
13	17(viii)	On-Call Allowance Per 24 hours On-Call Allowance - rostered days off	18.70 36.40
14	28(iii)	Uniform Allowance	2.10 per week
15	28(iv)	Laundrying of Uniform Allowance	1.30 per week 5.60 per week
16	Table 1	Stenographic Allowance	5.60 per week
17	Table 1	Sterilising Certificate Allowance	11.60 p/week
18	Table 1	Boiler Attendant Allowance	15.00 p/week
19	Table 1	Chief Radiographer Service to another Hospital Allowance	39.20 p/week
20	Table 1	Fellowship of the Society of Hospital Pharmacists Allowance	21.50 p/week
21	Table 1	Fellowship of Australian Institute of Radiography Allowance	23.70 p/week
22	Table 1	Fellowship of Australian Institute of Medical Technology Allowance	38.90 p/week
23	18	Transport Allowance - use of own vehicle (overtime hours) - Vehicles with engine capacity over 1600 cc Vehicles with engine capacity 1600 cc and under	28.6 cents p/km 23.9 cents p/km

2. This variation shall take effect from the first pay period to commence on or after 8 October 2007.

J. McLEAY, Commissioner

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PRIVATE HOSPITAL EMPLOYEES (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 739 of 2007)

Before Mr Deputy President Grayson

23 July 2007

REVIEWED AWARD

1. Insert after subclause (iv) of clause 39, Area, Incidence and Duration of the award published 4 June 2004 (344 I.G. 734) the following new subclause:
 - (v) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 23 July 2007.

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

J. P. GRAYSON *D.P.*

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PRIVATE HOSPITAL EMPLOYEES (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 1799 of 2007)

Before Commissioner McLeay

8 October 2007

VARIATION

1. Delete subclause (ii) of clause 3, Wages of the award published 4 June 2004 (344 I.G. 734), and insert in lieu thereof the following:
 - (ii) The Rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be off-set against:
 - (a) any equivalent over-award payments, and/or
 - (b) award wage increases since 29 May, 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	Current rate \$/week	SWC 2007 adjustment \$/week	Wage Rate as from 8.10.2007 \$/week
Administrative Staff			
Clerk - Age Scale Under 18 years of age	341.60	4.0%	355.30
Clerk - Grade I First year of service	548.30	20.00	568.30
Second year of service	561.60	20.00	581.60
Third year of service	573.70	20.00	593.70
Fourth year of service	583.70	20.00	603.70
Fifth year of service and thereafter	593.70	20.00	613.70
Clerk - Grade II First year of service	610.30	20.00	630.30
Second year of service and thereafter	625.30	20.00	645.30
Clerk - Grade III First year of service	640.60	20.00	660.60
Second year of service and thereafter	653.90	20.00	673.90
Clerk - Grade IV First year of service	666.70	20.00	686.70
Second year of service and thereafter	678.50	20.00	698.50

Clerk - Grade V			
First year of service	694.10	20.00	714.10
Second year of service and thereafter	706.60	20.00	726.60
Provided that employees on the Age Scale who are substantially engaged on stenographic duties, or as a comptometer or ledger posting machine operator, shall be paid a weekly allowance as part of salary of the amount per week set out in Item 12 of Table 2 - Other Rates and Allowances			
Central Sterile Supply Department			
Aides -			
Junior Scale -			
Under 18 years of age	379.10	4.0%	394.30
Adult -			
First year of service	577.10	20.00	597.10
Second year of service	584.90	20.00	604.90
Third year of service & thereafter	592.80	20.00	612.80
Assistant Supervisor of C.S.S.D.			
500 beds and over	681.90	20.00	701.90
200 but less than 500 beds	628.50	20.00	648.50
100 but less than 200 beds	611.10	20.00	631.10
Supervisor of C.S.S.D			
500 beds and over	780.30	20.00	800.30
200 but less than 500 beds	729.30	20.00	749.30
100 but less than 200 beds	681.90	20.00	701.90
Central Sterile Supply Department Aides, other than Supervisors and Assistant Supervisors, who possess the Sterilising Certificate shall be paid an allowance of the amount per week set out in Item 13 of Table 2 - Other Rates and Allowances			
Maintenance Staff			
Boiler Attendant -			
Certificated	581.60	20.00	601.60
With Maintenance of Plant Duties	586.50	20.00	606.50
Where a boiler attendant attends to more than one boiler and/or performs work other than that of a boiler attendant he shall be paid an additional amount per week as set out in Item 14 of Table 2 - Other Rates and Allowances.			
Maintenance Supervisor (Non-Tradesman)			
In charge of staff	660.50	20.00	680.50
Otherwise	648.60	20.00	668.60
Maintenance Supervisor (Tradesman) -			
In charge of staff	737.00	20.00	757.00
Otherwise	695.00	20.00	715.00
Engineer (Certificated)			
First year of service	757.30	20.00	777.30
Second year of service and thereafter	798.70	20.00	818.70
Nuclear Medicine Department			
Nuclear Medicine Technologist -			
First year of experience	649.30	20.00	669.30
Second year of experience	664.20	20.00	684.20
Third year of experience	691.30	20.00	711.30

Fourth year of experience	718.40	20.00	738.40
Fifth year of experience	746.70	20.00	766.70
Sixth year of experience	775.10	20.00	795.10
Seventh year of experience	804.50	20.00	824.50
Eighth year of experience and thereafter	835.90	20.00	855.90
Senior Nuclear Medicine Technologist	893.00	20.00	913.00
Chief Nuclear Medicine Technologist - Grade I	1,010.20	20.00	1,030.20
Grade II	1,066.60	20.00	1,086.60
Other Medical/Technical Staff Group			
Anaesthetic and Operating Theatre Technician - Without Diploma	611.70	20.00	631.70
Provided that an Anaesthetic and Operating Theatre Technician who is the possessor of a Diploma issued by the Australian Society of Anaesthetic and Operating Theatre Technicians shall be paid	634.80	20.00	654.80
Senior Anaesthetic and Operating Theatre Technician	647.10	20.00	667.10
Electro-Cardiograph Recorder/Technician - First year of experience	611.70	20.00	631.70
Third year of experience and thereafter	620.10	20.00	640.10
Senior Electro-Cardiograph Recorder/Technician	632.30	20.00	652.30
Heart/Lung Assistant	619.90	20.00	639.90
Heart/Lung Technician	644.20	20.00	664.20
Neurophysiological Technician - First year of experience	634.80	20.00	654.80
Second year of experience & thereafter	647.10	20.00	667.10
Senior Neurophysiological Technician - Grade I	659.70	20.00	679.70
Grade II	698.70	20.00	718.70
Grade III	749.60	20.00	769.60
Surgical Bootmaker - First year of experience	639.20	20.00	659.20
Second year of experience & thereafter	646.70	20.00	666.70
Orthotist - First year of service	639.30	20.00	659.30
Second year of service	649.60	20.00	669.60
Third year of service	658.70	20.00	678.70
Fourth year of service and thereafter	666.90	20.00	686.90
Chief Orthotist - Sole, or in charge of one other	695.90	20.00	715.90
Chief Orthotist - In charge of two or more orthotists First year of service	695.90	20.00	715.90
Second year of service & thereafter	713.90	20.00	733.90

Wardsperson -			
First year of service	576.60	20.00	596.60
Second year of service and thereafter	579.70	20.00	599.70
Surgical Dresser			
First year of service	581.50	20.00	601.50
Second year of service	585.10	20.00	605.10
Third year of service and thereafter	590.10	20.00	610.10
Recreation Activities Officer -			
First year of experience	592.80	20.00	612.80
Second year of experience	604.30	20.00	624.30
Third year of experience & thereafter	612.00	20.00	632.00
Diversional Therapist with Associate Diploma -			
First year of experience	588.00	20.00	608.00
Second year of experience	614.30	20.00	634.30
Third year of experience	638.20	20.00	658.20
Fourth year of experience	660.20	20.00	680.20
Fifth year of experience and thereafter	683.20	20.00	703.20
Years of experience as a Diversional Therapist with Associate Diploma employed under the Private Hospital Employees' (State) Award or any award replacing that award will be recognised for appointment and incremental progression			
Technical Assistant -			
First year of service	592.80	20.00	612.80
Second year of service	604.30	20.00	624.30
Third year of service and thereafter	612.00	20.00	632.00
Pharmacy Department			
Pharmacy Assistant (Graduate/Unregistered)	615.10	20.00	635.10
Pharmacists (Registered) -			
First year of experience	664.20	20.00	684.20
Second year of experience	682.40	20.00	702.40
Third year of experience	713.30	20.00	733.30
Fourth year of experience	750.00	20.00	770.00
Fifth year of experience	789.40	20.00	809.40
Sixth year of experience	826.30	20.00	846.30
Seventh year of experience	855.70	20.00	875.70
Eighth year of experience and thereafter	877.80	20.00	897.80
Chief Pharmacist (Practising Pharmacist) - Sole pharmacist in charge or in charge of 3 or less registered or unregistered assistants			
First year of service	930.90	20.00	950.90
Second year of service	956.30	20.00	976.30
Third year of service	978.10	20.00	998.10
In charge of 4 or more registered or unregistered assistants			
First year of service	1,000.00	20.00	1,020.00
Second year of service	1,022.70	20.00	1,042.70
Third year of service	1,051.40	20.00	1,071.40

Pharmacists who are in possession of a Fellowship of the Society of Hospital Pharmacists shall be paid in addition to the rates prescribed an allowance per week of the amount set out in Item 15 of Table 2 - Other Rates and Allowances.			
Radiographic Staff			
Radiographer -			
First year of experience	649.30	20.00	669.30
Second year of experience	664.20	20.00	684.20
Third year of experience	691.30	20.00	711.30
Fourth year of experience	718.40	20.00	738.40
Fifth year of experience	746.70	20.00	766.70
Sixth year of experience	775.10	20.00	795.10
Seventh year of experience	804.50	20.00	824.50
Eighth year of experience and thereafter	835.90	20.00	855.90
Senior Radiographer in a Section	893.00	20.00	913.00
Assistant Chief Radiographer	912.40	20.00	932.40
Chief Radiographer or Sole Radiographer at Hospitals with an Adjusted Daily Average of			
Under 100 beds	912.40	20.00	932.40
100 beds but less than 200	959.10	20.00	979.10
200 beds but less than 300	1,010.20	20.00	1,030.20
300 beds but less than 500	1,066.60	20.00	1,086.60
500 beds but less than 750	1,120.30	20.00	1,140.30
Chief Radiographer, Diagnostic Radiographer at a hospital having an adjusted daily average of occupied beds of 750 or more	1,147.40	20.00	1,167.40
Radiographers who are in possession of a Fellowship of the Australian Institute of Radiography shall be paid an allowance of the amount per week set out in Item 16 of Table 2 - Other Rates and Allowances.			
A radiographer employed in a hospital who is required to provide a weekly service to another hospital or hospitals shall be paid in accordance with the following:			
(a) Where a radiographer is classified and paid as a Chief Radiographer in his own hospital, he shall be adjusted to the rate prescribed for a Chief Radiographer based on the combined A.D.A. of the hospitals within the group service, provided that if on this basis the employee would not be entitled to an adjustment to a higher salary rate, the employee shall be paid an allowance of the amount per week set out in Item 17 of Table 2 - Other Rates and Allowances			
(b) Where the employee is not classified and paid as a Chief Radiographer, the employee shall be paid the weekly rate prescribed for a Senior Radiographer.			
Support Services Staff			
General Services Officer, Grade I (includes Maid, Laundry Hand, Seamstress) Junior (under 18 years of age)	457.80	4.0%	476.10
Adult (18 years of age and over)	554.00	20.00	574.00
General Services Officer, Grade II - (includes Kitchenhand, Ward Assistant, Wash House Employee, Industrial Washing Machine Operator, Porter/cleaner, Cleaner, General Useful)	565.10	20.00	585.10

General Services Officer, Grade III - (includes Handyperson, Storeperson, Assistant Cook)	573.50	20.00	593.50
General Services Officer, Grade IV - First year of service	584.90	20.00	604.90
Second year of service	592.80	20.00	612.80
Third year of service and thereafter	604.30	20.00	624.30
Cook - Grade A	598.20	20.00	618.20
Grade B	586.40	20.00	606.40
Chef - First year of service	616.10	20.00	636.10
Second year of service and thereafter	625.70	20.00	645.70
Catering Officer - First year of service	658.10	20.00	678.10
Second year of service and thereafter	666.30	20.00	686.30
Housekeeper First year of service	584.10	20.00	604.10
Second year of service and thereafter	587.10	20.00	607.10
Laundry Foreman and Forewoman	593.70	20.00	613.70
If in possession of Laundry and Dry Cleaning Certificate	600.60	20.00	620.60
Gardener (Otherwise)	575.90	20.00	595.90
Gardener (Qualified)	587.60	20.00	607.60
Head Gardener (Otherwise)	601.70	20.00	621.70
Head Gardener (Qualified)	628.60	20.00	648.60
Motor Vehicle Driver	584.20	20.00	604.20
Motor Vehicle Driver (Trucks and Ambulance)	590.50	20.00	610.50
Storekeeper	610.80	20.00	630.80
Technical Staff			
Technical Officer - Grade I - First year of experience	623.90	20.00	643.90
Second year of experience	634.70	20.00	654.70
Third year of experience	642.70	20.00	662.70
Fourth year of experience	653.80	20.00	673.80
Fifth year of experience	664.20	20.00	684.20
Sixth year of experience	682.40	20.00	702.40
Seventh year of experience	698.90	20.00	718.90
Eighth year of experience & thereafter	713.30	20.00	733.30

Grade II -			
First year of service	750.10	20.00	770.10
Second year of service	769.80	20.00	789.80
Third year of service	789.40	20.00	809.40
Fourth year of service	826.30	20.00	846.30
Senior Technical Officer			
First year of service	855.70	20.00	875.70
Second year of service	866.70	20.00	886.70
Third year of service and thereafter	877.80	20.00	897.80
Medical Technologist -			
First year of experience	664.20	20.00	684.20
Second year of experience	682.40	20.00	702.40
Third year of experience	713.30	20.00	733.30
Fourth year of experience	750.10	20.00	770.10
Fifth year of experience	789.40	20.00	809.40
Sixth year of experience	826.30	20.00	846.30
Seventh year of experience	855.70	20.00	875.70
Eighth year of experience & thereafter	877.80	20.00	897.80
Senior Medical Technologist in a Section -			
First year of experience	930.90	20.00	950.90
Second year of experience	956.30	20.00	976.30
Third year of experience and thereafter	978.10	20.00	998.10
Chief Medical Technologist -			
If sole technologist in a hospital or in charge of other technologists or trainees at hospitals having an adjusted daily average of occupied beds of less than 200			
First year of experience	1,000.00	20.00	1,020.00
Second year of experience	1,022.70	20.00	1,042.70
Third year of experience & thereafter	1,051.40	20.00	1,071.40
Provided that where a Chief Medical Technologist is the holder of a Fellowship of the Australian Institute of Medical Technology s/he shall be paid an additional amount per week as set out in Item 18 of Table 2 - Other Rates and Allowances.			
Apprentices			
Apprentice Cook -			
First year	351.80	60% of Cook B	363.80
Second year	483.80	82½% of Cook B	500.30
Third year	542.40	92½% of Cook B	560.90
Apprentice Gardener			
First year	293.80	50% of Gardener (qualified)	303.80
Second year	352.60	60% of Gardener (qualified)	364.60

Third year	470.10	80% of Gardener (qualified)	486.10
Fourth year	528.80	90% of Gardener (qualified)	546.80

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount from 8.10.2007
1	6(iii)	Meal allowances (overtime) - Breakfast Lunch Dinner	\$8.80 per meal \$11.40 per meal \$16.70 per meal
2	7(iii)	Transport allowance - use of own vehicle (overtime hours) vehicles with engine capacity over 1600 cc vehicles with engine capacity 1600 cc and under	24.5 cents per km 20.5 cents per km
3	10(viii)	Apprentices - certificate of exam pass each subsequent year	\$1.79 per week \$1.79 per week
4	12(i)	Driving allowances - Where required to drive a vehicle required to drive more than 10 hours in any week - minimum payment required to drive more than four hours in any day or shift - minimum payment	\$4.50 per week \$4.50 \$4.50 per shift
5	12(ii)	Post mortem assistance allowance - weekly allowance where assisting in more than one post mortem per week	\$7.20 per week \$7.20 p/post mortem
6	12(iii)	Dirty work, confined spaces allowance	\$0.37 per hour
7	12(iii)	Confined spaces allowance - inside boiler, flue, etc.	\$0.66 per hour
8	12(v)	Handling linen of nauseous nature allowance (except in sealed linen bags)	\$0.22 per hour
9	12(vii)	Leading hand allowance - in charge of 2 to 5 employees in charge of 6 to 10 employees in charge of 11 to 15 employees in charge of 16 to 19 employees	\$19.30 per week \$27.10 per week \$34.40 per week \$42.10 per week
10	21(iii)	Uniform allowance	\$1.70 per week
11	21(iv)	Laundry of uniform allowance	\$1.00 per week
12	Table 1	Stenographic allowance	\$5.30 per week
13	Table 1	Sterilising Certificate allowance	\$6.20 per week
14	Table 1	Boiler Attendant allowance	\$14.00 per week
15	Table 1	Fellowship of the Society of Hospital Pharmacists Allowance	\$17.20 per week
16	Table 1	Fellowship of Australian Institute of Radiography Allowance	\$18.80 per week
17	Table 1	Chief Radiographer service to another hospital allowance	\$33.40 per week
18	Table 1	Fellowship of Australian Institute of Medical Technology Allowance	\$30.80 per week

3. This variation shall take effect from the first full pay period to commence on or after 8 October 2007.

J. McLEAY, Commissioner

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PRIVATE HOSPITAL INDUSTRY NURSES' (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 740 of 2007)

Before Mr Deputy President Grayson

23 July 2007

REVIEWED AWARD

1. Delete subclause (v) of clause 45, Area, Incidence and Duration of the award published 24 August 2001 (327 I.G. 1), and insert in lieu thereof the following:
 - (v) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 23 July 2007.

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

J. P. GRAYSON *D.P.*

Printed by the authority of the Industrial Registrar.

PRIVATE HOSPITAL PROFESSIONAL EMPLOYEES (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 1800 of 2007)

Before Commissioner McLeay

8 October 2007

VARIATION

1. Delete subclause 19.1 of clause 19, State Wage Case Adjustments, of the award published 16 March 2001 (323 I.G. 35), and insert in lieu thereof the following:
 - 19.1 The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent over-award payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

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

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Current Rate per week \$	SWC 2007 Adjustment per week \$	Wage Rate as from 1/2/08 per week \$
Medical Officers Resident			
1st year of service	740.30	20.00	760.30
2nd year of service	796.00	20.00	816.00
3rd year of service	858.00	20.00	878.00
4th year of service	916.90	20.00	936.90
Registrar			
1st year of service	858.60	20.00	878.60
2nd year of service	916.90	20.00	936.90
3rd year of service	975.50	20.00	995.50
4th year of service	1,031.70	20.00	1,051.70
Senior Registrar	1,117.40	20.00	1,137.40
Scientific Officers			
1st year of scale	663.80	20.00	683.80
2nd year of scale	682.00	20.00	702.00
3rd year of scale	712.80	20.00	732.80
4th year of scale	749.60	20.00	769.60
5th year of scale	789.10	20.00	809.10
6th year of scale	825.90	20.00	845.90
7th year of scale	855.30	20.00	875.30
8th year of scale	877.30	20.00	897.30

Senior Scientific Officer			
1st year of scale	930.40	20.00	950.40
2nd year of scale	955.70	20.00	975.70
3rd year of scale	977.60	20.00	997.60
4th year of scale	999.40	20.00	1,019.40
5th year of scale	1,022.20	20.00	1,042.20
6th year of scale	1,051.00	20.00	1,071.00
7th year of scale	1,077.70	20.00	1,097.70
8th year of scale	1,100.50	20.00	1,120.50
Senior Scientific Officer-in-Charge			
(a) in charge of a section of a laboratory -			
1st year	930.40	20.00	950.40
2nd year	955.70	20.00	975.70
Thereafter	977.60	20.00	997.60
(b) in charge of a laboratory at a hospital having an ADA of -			
(i) less than 200:			
1st year	999.40	20.00	1,019.40
2nd year	1,022.20	20.00	1,042.20
Thereafter	1,050.00	20.00	1,070.00
(ii) more than 200:			
1st year	1,051.00	20.00	1,071.00
2nd year	1,077.70	20.00	1,097.70
Thereafter	1,099.80	20.00	1,119.80
Principal Scientific Officer			
1st year of scale	1,131.20	20.00	1,151.20
2nd year of scale	1,154.90	20.00	1,174.90
3rd year of scale	1,181.30	20.00	1,201.30
4th year of scale	1,205.30	20.00	1,225.30
5th year of scale	1,230.30	20.00	1,250.30
6th year of scale	1,255.00	20.00	1,275.00
7th year of scale	1,279.30	20.00	1,299.30
8th year of scale	1,305.00	20.00	1,325.00
9th year of scale	1,329.60	20.00	1,349.60
10th year of scale	1,355.30	20.00	1,375.30
Trainee Scientific Officer			
1st year of scale	437.50	20.00	457.50
2nd year of scale	459.50	20.00	479.50
3rd year of scale	503.30	20.00	523.30
4th year of scale	552.20	20.00	572.20
5th year of scale	601.90	20.00	621.90
6th year of scale	642.50	20.00	662.50
Nurse Counsellor			
1st year of scale	654.50	20.00	674.50
2nd year of scale	677.40	20.00	697.40
3rd year of scale	708.70	20.00	728.70
4th year of scale	736.90	20.00	756.90
5th year of scale	770.00	20.00	790.00
6th year of scale	796.60	20.00	816.60
7th year of scale	820.00	20.00	840.00
8th year of scale	842.40	20.00	862.40
Thereafter	872.70	20.00	892.70

Psychologists, Audiologists and Research or Project Officers			
1st year of service	650.20	20.00	670.20
2nd year of service	672.80	20.00	692.80
3rd year of service	703.40	20.00	723.40
4th year of service	733.00	20.00	753.00
5th year of service	765.60	20.00	785.60
6th year of service	796.00	20.00	816.00
7th year of service	819.80	20.00	839.80
8th year of service	872.50	20.00	892.50
Clinical Psychologists			
1st year of service	843.50	20.00	863.50
2nd year of service	885.60	20.00	905.60
3rd year of service	924.60	20.00	944.60
4th year of service	967.10	20.00	987.10
5th year of service	1,006.30	20.00	1,026.30
Librarian - Graduate			
1st year of service	644.70	20.00	664.70
2nd year of service	663.60	20.00	683.60
3rd year of service	689.10	20.00	709.10
4th year of service	712.70	20.00	732.70
5th year of service	736.90	20.00	756.90
6th year of service	753.40	20.00	773.40
7th year of service	788.70	20.00	808.70
Dieticians			
1st year of scale	682.00	20.00	702.00
2nd year of scale	712.80	20.00	732.80
3rd year of scale	749.60	20.00	769.60
4th year of scale	789.10	20.00	809.10
5th year of scale	825.90	20.00	845.90
6th year of scale	855.30	20.00	875.30
7th year of scale	877.30	20.00	897.30
Grade 1			
1st year of scale	930.40	20.00	950.40
2nd year of scale	955.70	20.00	975.70
Physiotherapists, Occupational Therapists, Music Therapists, Speech Pathologists			
1st year of scale	663.80	20.00	683.80
2nd year of scale	682.00	20.00	702.00
3rd year of scale	712.20	20.00	732.20
4th year of scale	749.60	20.00	769.60
5th year of scale	789.10	20.00	809.10
6th year of scale	825.90	20.00	845.90
7th year of scale	855.30	20.00	875.30
8th year of scale	877.30	20.00	897.30
Medical Records Administrator			
1st year of service	653.20	20.00	673.20
2nd year of service	663.40	20.00	683.40
3rd year of service	673.80	20.00	693.80
4th year of service	683.80	20.00	703.80
5th year of service	695.10	20.00	715.10
6th year of service	708.50	20.00	728.50
7th year of service	721.70	20.00	741.70
8th year of service	751.20	20.00	771.20
Welfare Officers - Social			
Adults - Grade 1			
1st year of scale	587.70	20.00	607.70
2nd year of scale	614.10	20.00	634.10

3rd year of scale	637.80	20.00	657.80
4th year of scale	659.90	20.00	679.90
5th year of scale	709.80	20.00	729.80
Adults - Grade 2			
1st year of scale	706.90	20.00	726.90
2nd year of scale	730.30	20.00	750.30
Social Workers			
1st year of scale	654.50	20.00	674.50
2nd year of scale	677.40	20.00	697.40
3rd year of scale	708.70	20.00	728.70
4th year of scale	736.90	20.00	756.90
5th year of scale	770.00	20.00	790.00
6th year of scale	796.60	20.00	816.60
7th year of scale	820.00	20.00	840.00
8th year of scale	842.40	20.00	862.40
9th year of scale	872.70	20.00	892.70

Table 2 - Allowances

Item No.	Clause No.	Allowance	Amount from 1/2/08 \$
1	3.4	Principal Scientific Officer-Qualification Allowance	46.70 p/wk
2	3(3.6)(b)	Psychologists, Audiologists and Research or Project Officers Allowance Further Allowance	51.70 p/wk 51.70 p/wk
3	3(3.9)	Physiotherapist, Occupational Therapist, Speech Pathologist -In-Charge Allowance	110.30 p/wk
4	6(6.2) (a) (b) (c)	Meal Allowance - Overtime Breakfast Lunch Evening	8.60 11.10 16.40
5	20(20.3)	Uniform Allowance	1.70 p/wk
6	20(20.4)	Laundry Allowance	0.95 p/wk
7	23	Mileage Allowance Motor Car First 8,000 kilometres per year 1,600 cc and over Under 1600 cc Over 8,000 kilometres per year 1,600 cc and over Under 1600 cc Motor Cycle	0.526 p/km 0.376 p/km 0.187 p/km 0.157 p/km 0.248 p/km

3. This variation shall take effect from the first pay period to commence on or after 1 February 2008.

J. McLEAY, Commissioner.

**PRIVATE HOSPITALS AGED AND DISABILITY CARE SERVICES
INDUSTRY REDUNDANCY (STATE) AWARD, THE**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 741 of 2007)

Before Mr Deputy President Grayson

23 July 2007

REVIEWED AWARD

1. Delete subclause (x) and (xi) of clause 13, Area, Incidence and Duration of the award published 31 August 2001 (327 I.G. 487), and insert in lieu thereof the following:
 - (x) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 23 July 2007.
 - (xi) This award remains in force until varied or rescinded, the period for which it was made already having expired.

J. P. GRAYSON *D.P.*

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**PRIVATE HOSPITALS, AGED CARE AND DISABILITY SERVICES
INDUSTRY (TRAINING) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 742 of 2007)

Before Mr Deputy President Grayson

23 July 2007

REVIEWED AWARD

1. Delete subclause (iv) and (v) of clause 11, Area, Incidence and Duration of the award published 2 June 2000 (315 I.G. 1404), and insert in lieu thereof the following:
 - (iv) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 23 July 2007.
 - (v) This award remains in force until varied or rescinded, the period for which it was made already having expired.

J. P. GRAYSON *D.P.*

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PRIVATE HOSPITALS, AGED CARE AND DISABILITY SERVICES INDUSTRY (TRAINING) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 1808 of 2007)

Before Commissioner McLeay

8 October 2007

VARIATION

1. Delete paragraph (x) of subclause (b) of clause 6, Employment Conditions, of the award published 2 June 2000 (315 I.G. 1404) and insert in lieu thereof the following:
 - (x) Minimum and maximum hours of work for part-time employees specified in the Parent Award shall apply to part-time Trainees also.

Example of the calculation for the Wage Rate for a Part-Time Traineeship

A school student commences a Traineeship in Year 11. The ordinary hours of work in the Parent Award are 38. The Training Contract specifies two years (24 months) as the length of the Traineeship.

"Average weekly training time" is therefore $7.6 \times 12/24 = 3.8$ hours.

"Trainee hours" totals 15 hours; these are made up of 11 hours work which is worked over 2 days of the week plus 1-1/2 hours on the job training plus 2-1/2 hours off the job approved training at school and at TAFE.

So the wage rate in Year 11 is:

$$\text{\$}237 \times \frac{15 - 3.8}{30.4} = \text{\$}87.32 \text{ plus any applicable penalty rates under the Parent Award.}$$

The wage rate varies when the student completes Year 11 and passes the anniversary date of 1 January the following year to begin Year 12 and/or if "Trainee hours" changes.

2. Delete subclause (e) of Clause 7, Wages and insert in lieu thereof the following:
 - (e) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (a) any equivalent over-award payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net State Wage Case and minimum rates adjustments.

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

PART B

MONETARY RATES

Table 1 - Industry/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 industry/skill Level A.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	237.00	261.00	313.00
Plus 1 year out of school	261.00	313.00	364.00
Plus 2 years	313.00	364.00	424.00
Plus 3 years	364.00	424.00	485.00
Plus 4 years	424.00	485.00	485.00
Plus 5 years or more	485.00	485.00	485.00

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 - Industry/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 industry/skill Level B.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	237.00	261.00	303.00
Plus 1 year out of school	261.00	303.00	349.00
Plus 2 years	303.00	349.00	410.00
Plus 3 years	349.00	410.00	467.00
Plus 4 years	410.00	467.00	467.00
Plus 5 years or more	467.00	467.00	467.00

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 - Weekly Rates - Industry/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 industry/skill Level C.

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	237.00	261.00	300.00
Plus 1 year out of school	261.00	300.00	338.00
Plus 2 years	300.00	338.00	377.00
Plus 3 years	338.00	377.00	422.00
Plus 4 years	377.00	422.00	422.00
Plus 5 years or more	422.00	422.00	422.00

Table 4 - School Based Trainees

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Skill Levels A, B and C	237.00	261.00

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

Table 5 - Hourly Rates for Trainees Who Have Left School

	Year 10 \$	Year 11 \$	Year 12 \$
Skill Level A			
School leaver	7.80	8.59	10.30
1 year after leaving school	8.59	10.30	11.97
2 years +	10.30	11.97	13.95
3 years +	11.97	13.95	15.95
4 years +	13.95	15.95	15.95
5 years +	15.95	15.95	15.95
Skill Level B			
School leaver	7.80	8.59	9.97
1 year after leaving school	8.59	9.97	11.48
2 years +	9.97	11.48	13.49
3 years +	11.48	13.49	15.36
4 years +	13.49	15.36	15.36
5 years +	15.36	15.36	15.36
Skill Level C			
School leaver	7.80	8.59	9.87
1 year after leaving school	8.59	9.87	11.12
2 years +	9.87	11.12	12.40
3 years +	11.12	12.40	13.88
4 years +	12.40	13.88	13.88
5 years +	13.88	13.88	13.88

Table 6 - Hourly Rates for School-Based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
Skills levels A, B and C	7.80	8.59

4. This variation shall take effect from the first full pay period to commence on or after 26 November 2007.

J. McLEAY, Commissioner

PRIVATE MEDICAL IMAGING (STATE) AWARD 2004

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 1795 of 2007)

Before Commissioner McLeay

8 October 2007

VARIATION

1. Delete Part B, Monetary Rates, of the award published 26 August 2005 (353 I.G. 311), and insert in lieu thereof the following:

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

Classifications	Current Rate Per Week \$	Award Variation Adjustment Per Week \$	Wage Rate as from 8.10.07 Per Week \$
Medical Imaging Technologist (MIT): Medical Radiographer (MIT-MR) Nuclear Medicine Technologist (MIT-NMT) Radiation Therapist (MIT-RT) Ultrasound (MIT-U) Magnetic Resonance Imaging (MIT-MRI)			
Level 1 (n/a for MIT-U and MIT-MRI)	705.00	20.00	725.00
Level 2	795.00	20.00	815.00
Level 3	896.90	20.00	916.90
Level 4	976.30	20.00	996.30
Level 5	1,046.10	20.00	1,066.10
Level 6 (n/a for MIT-U and MIT-MRI)	1,239.80	20.00	1,259.80
Medical Imaging Administration			
Medical Typist			
Receptionist			
Stenographer			
Clerical and Administration			
Level 1	557.50	20.00	577.50
Level 2	581.40	20.00	601.40
Level 3	620.20	20.00	640.20
Level 4	688.10	20.00	708.10
Level 5	737.60	20.00	757.60
Junior Typist/Receptionist			
Under 17 years of age	214.30	4.0%	222.90
At 17 years of age	268.40	4.0%	279.10
At 18 years of age	328.90	4.0%	342.10
At 19 years of age	358.50	4.0%	372.80
At 20 years of age	439.20	4.0%	456.80

Junior Stenographer			
At 17 years of age	286.40	4.0%	297.90
At 18 years of age	343.70	4.0%	357.40
At 19 years of age	403.10	4.0%	419.20
At 20 years of age	476.40	4.0%	495.50
Medical Imaging Liaison Representative	620.20	20.00	640.20
Imaging Assistant	495.80	22.00	517.80

Hourly rates are calculated by dividing the weekly rate by 38.

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Amount from 8.10.2007 \$
	22(a)	Meal allowance per meal	18.00
	22(b)	Motor vehicle per kilometre	ATO/K
	22(c)	On call Allowance	
		Per period	22.00
		Maximum per week	154.40

2. This variation shall take effect from the first full pay period to commence on or after 8 October 2007.

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

**PUBLIC HEALTH SERVICE EMPLOYEES SKILLED TRADES
(STATE) AWARD (INCORPORATING THE AMBULANCE SERVICE
OF NSW SKILLED TRADES)**

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 1488 of 2007)

Before Commissioner Ritchie

8 October 2007

VARIATION

1. Delete Table 3 - Expense Related Allowances of Part B, Monetary Rates of the award published 21 June 2002 (334 I.G. 557), and insert in lieu thereof the following:

Table 3 - Expense Related Allowances

(Including Tool Allowances for all Trades other than Electrical)

From the first Full Pay Period to Commence on or after 13 September 2007.

Award Clause	Allowance Description	Dollar (\$)
8	Tool Allowance Fitter, Motor Mechanic	24.70
8	Tool Allowance Plumber	24.70
8	Tool Allowance Carpenter	24.70
8	Tool Allowance Painter, Spray Painter, Signwriter	5.90
8	Tool Allowance Welder 1st Class	24.70
8	Tool Allowance Plasterer	20.40
8	Bricklayer	17.50
8	Tool Allowance Floor/Wall Tiler	17.50
8	Tool Allowance Upholsterer/Blindmaker	7.00
8	Tool Allowance Scientific Instrument/Tool Maker	24.70
5 (viii)	Meal allowance for meal on overtime For each subsequent meal	19.30 8.20
14(a)	Employee required to work at a job away from accustomed place of work	17.40 per day
24 (vii) (b)	Laundry Allowance	0.80 per week
26 (ii)	Damage to clothing and tools - insurance to the extent of	1385.96
33	Living away from home allowance	387.00 per week 55.30 daily
24 (viii)	Ambulance Service - uniform provided up to the value of	329.80 per annum

2. This variation shall take effect from the beginning of the first pay period to commence on or after 13 September 2007.

D.W. RITCHIE, Commissioner

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QUARRIES, &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 1935 of 2007)

Before Commissioner Tabbaa

23 October 2007

VARIATION

1. Delete the item "15 tonnes or more but not exceeding 20 tonnes" from the classification appearing in Table 1B - Lime Makers Wages of Part B, Monetary Rates, of the award published 30 June 2000 (316 I.G. 961) and insert in lieu thereof the following:

Classification	SWC 2005 Amount \$	SWC 2006 Adjustment \$	SWC 2006 Amount \$
15 tonnes or more but not exceeding 20 tonnes	494.00	20.00	514.00

2. This variation shall take effect from the first full pay period to commence on or after 13 November 2006.

I. TABBAA, Commissioner

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QUARRIES, &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 1935 of 2007)

Before Commissioner Tabbaa

23 October 2007

VARIATION

1. Delete clause 3.8, Safety Net Adjustments of the award published 30 June 2000 (316 I.G. 961) and insert in lieu thereof the following:

3.8. Safety Net Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:

- (a) any equivalent overaward payments; and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part 7, Monetary Rates and insert in lieu thereof the following:

PART 7**MONETARY RATES****Table 1A - Wages**

Classification	SWC 2006 \$	SWC 2007 Adjustment \$	SWC 2007 \$
Operator Level One	578.40	20.00	598.40
Operator Level Two	605.30	20.00	625.30
Operator Level Three	630.30	20.00	650.30
Operator Level Four	653.20	20.00	673.20
Operator Level Five	665.70	20.00	685.70
Operator Level Six	678.20	20.00	698.20
Operator Level Seven	688.20	20.00	708.20
Tradesperson Level One	678.20	20.00	698.20
Tradesperson Level Two	698.70	20.00	718.70
Tradesperson Level Three	701.80	20.00	721.80
Tradesperson Level Four	722.30	20.00	742.30
Tradesperson Level Five	773.10	20.00	793.10

The rates in Table 1A above include and consume the "Industry Disability" allowance and the "Inclement Weather" allowance, (i.e. the rates in Table 1B continue to attract the "Disability Allowance", Item 26, Table 2). Accordingly, the rates in Table 1A above compensate employees for working in the open in quarries and thereby being subject to climatic conditions such as dust blowing in the wind, sloppy and muddy conditions and the lack of usual amenities associated with factory work etc., and for the additional disabilities of being required to work when exposed to inclement weather and for working in isolated and underdeveloped locations. "Inclement weather" means wet weather and/or abnormal climatic conditions such as hail, cold, high winds, severe dust storms, extreme high temperatures or any combination thereof.

Table 1B - Lime Makers Wages

Classification	SWC 2006 \$	SWC 2007 Adjustment \$	SWC 2007 \$
Lime Burner attending to more than three fire holes - cents extra	525.70	20.00	545.70
Arch Builder	504.40	27.00	531.40
Ash Wheeler	504.40	27.00	531.40
Labourer	504.40	27.00	531.40
Machine Person	511.65	20.00	531.65
Pepper Machinist	504.40	27.00	531.40
Powder Monkey	511.65	20.00	531.65
Powder Monkey's assistant	504.40	27.00	531.40
Jumper Person	504.40	27.00	531.40
Hammer Drill Person	504.40	27.00	531.40
Spawler	509.00	22.40	531.40
Tool Sharpener	504.40	27.00	531.40
Skip person Tip person	504.40	27.00	531.40
Truck Driver 5 Tonne Truck	504.40	27.00	531.40
Stripper	517.65	20.00	537.65
Box Filler in Quarry	504.40	27.00	531.40
Operators of navvy, petrol oil or electric operated:			
Up to & including .57 cubic metres	504.40	27.00	531.40
Over .57 cubic metres and up to & including 1.5 cubic metres	505.50	25.90	531.40
Over 1.5 cubic metres and up to and including 3 cubic metres	515.50	20.00	535.50
Over 3 cubic metres and up to and including 5.3 cubic metres	531.80	20.00	551.80
Over 5.3 cubic metres	537.25	20.00	557.25
Operator of plant used as rear and or bottom and or side dumps			
12 tonnes or more but not exceeding 15 tonnes	508.10	23.30	531.40
15 tonnes or more but not exceeding 20 tonnes	514.00	20.00	534.00
20 tonnes or more	515.95	20.00	535.95
Tractor Unit Plant			
48kw & under	504.40	27.00	531.40
Over 48kw	514.15	20.00	534.15
Over 97kw to 220kw	519.80	20.00	539.80
Tractors whilst using power operated attachments			
48kw and under	504.40	27.00	531.40
Over 48kw to 97kw	515.95	20.00	535.95
Loader front end and overhead: appropriate tractor rate grader self propelled over 30kw	515.75	20.00	535.75
Grader self propelled under 30kw	506.80	24.60	531.40
Air compressor Operator	504.40	27.00	531.40

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	SWC 2006 \$	SWC 2007 \$
1	3.1(5)(a)	In charge of plant	13.25 per week	13.80 per week
	3.1(5)(b)	Leading hand allowances		
2		2 to 5 employees	19.70 per week	20.50 per week
3		6 to 10 employees	27.60 per week	28.70 per week
4		11 to 20 employees	39.30 per week	40.85 per week

5		More than 20 employees	49.90 per week	51.90 per week
6	3.1(6)(a)	Confined spaces	0.59 per hour	0.61 per hour
7	3.1(6)(b)	Dirty work	0.44 per hour	0.46 per hour
8	3.1(6)(c)	Height money	0.33 per hour	0.34 per hour
	3.1(6)(d)	Hot places		
9		Between 46 & 54 degrees Celsius	0.43 per hour	0.45 per hour
10		Exceeds 54 degrees Celsius	0.59 per hour	0.61 per hour
11	3.3(1)	Tools	12.55 per week	13.00 per week
12	3.4(2)	First Aid allowance	2.14 per day	2.23 per day
13	3.7(6)(b)	Meal allowance	11.40 per meal	11.90 per meal
14	3.7(6)(c)	Board and lodging	354.30 per week	362.80 per week
15	3.7(7)	Motor vehicle allowance	0.50 per km	0.52 per km
16	3.7(8)	Transport not available	5.60 per day	5.80 per day
17	4.7(5)(a)	Meal allowance	11.40 per meal	11.90 per meal
18	4.7(5)(b)	Meal allowance	11.40 per meal	11.90 per meal
Lime-making related allowances				
19	3.5(3)	Attending to generator/dynamo	17.15	17.85
20	3.5(4)	In charge of plant	17.15	17.85
21	3.5(5)	Leading hands		
		Less than 3 employees	10.60	11.00
		3 to 6 employees	17.90	18.60
		More than 6 employees	22.50	23.40
22	3.5(2)(iv)	Afternoon shift	38.30	39.85
23	3.5(1)	Disability Allowance	35.90	37.35

"Note": These allowances are contemporary for expense related allowances as at 30 June 2007 and for work related allowances are inclusive of adjustment in accordance with the June 2007 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 13 November 2007.

I. TABBAA, Commissioner

Printed by the authority of the Industrial Registrar.

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 and another.

(No. IRC 1135 and 1145 of 2007)

Before Commissioner Cambridge

19 July 2007

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 2007. These adjustments may be offset against:

- (i) any equivalent overaward payments, and/or
- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.'

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

Table 1 - Wage Rates

Classification	Former Rate Per Week \$	SWC 2007 \$	Total Wage Per Week \$
Weekly Employees - Cafeteria (where food or refreshments for consumption on premises are self-served by customers) -			
Head Cook	552.20	20.00	572.20
Other Cooks	545.80	20.00	565.80
Cashier	537.10	20.00	557.10
Cafeteria Attendants	535.80	20.00	555.80
General Hands	535.80	20.00	555.80
Restaurants - Where five or more cooks are usually employed -			
Chef	577.60	20.00	597.60
Second Cook	560.70	20.00	580.70
Grill, Stove or Relief Cook	554.30	20.00	574.30
Sweet Cook	552.20	20.00	572.20
Assistant or Vegetable Cook	546.90	20.00	566.90
Where four cooks are usually employed -			
Chef	565.40	20.00	585.40
Second Cook	557.70	20.00	577.70
Grill, Stove, Relief Cook, or Sweets Cook	552.50	20.00	572.50
Assistant or Vegetable Cook	546.90	20.00	566.90
Where three cooks are usually employed -			
Chef	558.10	20.00	578.10
Second Cook	549.80	20.00	569.80

Assistant Cook	545.80	20.00	565.80
Where two cooks are usually employed			
Chef	552.10	20.00	572.10
Other Cook	545.80	20.00	565.80
Where one cook is usually employed	551.50	20.00	571.50
General Employees -			
Supervisor	549.30	20.00	569.30
Storeman	537.20	20.00	557.20
Bar Attendant	537.10	20.00	557.10
Cashier	537.10	20.00	557.10
Butcher or Larder Cook	554.30	20.00	574.30
Waiter/Waitress	535.80	20.00	555.80
Line maid or Seamstress	535.80	20.00	555.80
General Hand	535.80	20.00	555.80
Apprentices - Four year apprentice cooks -			
1st Year	190.40	4.0%	198.00
2nd Year	222.80	4.0%	231.70
3rd Year	277.80	4.0%	288.90
4th Year	331.70	4.0%	345.00
Apprentices - Three and one-half year apprentice cooks -			
1st Year	190.40	4.0%	198.00
2nd Year	256.30	4.0%	266.60
3rd Year	310.60	4.0%	323.00
4th Year	335.50	4.0%	348.90

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	2.12 per week
5	4(v)(c)(1)(B)	Proficiency - second occasion	3.40 per week
6	4(v)(c)(1)(C)	Proficiency - third occasion	4.35 per week
7	24(iii)	Qualified first aid attendant	1.48 per day
8	25(i)	Tool allowance - apprentices	0.67 per week

4. This variation shall commence from the first full pay period on or after 4 August 2007.

I. W. CAMBRIDGE, Commissioner

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 1920 of 2005)

Before The Honourable Justice Haylen

7 November 2007

VARIATION

1. Rename in clause 1, Arrangement, of the award published 19 January 2001 (321 I.G. 759), the subject matter at clause no. 26, "Redundancy", to read as "Redundancy and Technological Change"
2. Delete the words "Tourism Training NSW" in subclause 3.2 of clause 3, Classification Structure and insert in lieu thereof the following:

"Tourism Training Australia"
3. Delete clause 26, Redundancy, and insert in lieu thereof the following:

26. Redundancy and Technological Change**26.1 Application**

26.1.1 This Clause shall apply in respect to full time and part time persons employed in the classifications specified by Clause 3, Classification Structure.

26.1.2 In respect to employers who employ 15 or more employees immediately prior to the termination of employment of employees, in the terms of Clause 26.5.

26.1.3 Notwithstanding anything contained elsewhere in this Clause, 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.

26.1.4 Notwithstanding anything contained elsewhere in this Clause, 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 the ordinary and customary turnover of labour.

26.2 Introduction of Change - Employer's Duty to Notify

26.2.1 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Union to which they belong.

26.2.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where this award makes provision for alteration, it shall be deemed not to have significant effect.

26.3 Employer's Duty to Discuss Change

26.3.1 The employer shall discuss with the employees affected and the Union to which they belong, inter alia, the introduction of the changes referred to in subclause 26.2 above, 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:

26.3.2 The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause 26.2 of this Clause.

26.3.3 For the purpose of such discussions, the employer shall provide to the employees concerned and the Union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

26.4 Redundancy - Discussions Before Terminations

26.4.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to subclause 26.2.1, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the Union to which they belong.

26.4.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subclause 26.4.1 and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.

26.4.3 For the purpose of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the Union to which they belong all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

26.5 Termination of Employment - Notice for Changes in Production, Programme, Organisation or Structure

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, program, organisation or structure, in accordance with subclause 26.2.1.

26.5.1 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 one 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

26.5.2 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.

26.5.3 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.

26.6 Notice for Technological Change

This subclause sets out the notice provisions to be applied to termination by the employer for reasons arising from technology in accordance with subclause 26.2.1 of this award:

26.6.1 In order to terminate the employment of an employee, the employer shall give to the employee three months' notice of termination.

26.6.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment shall be terminated by part of the period of notice specified and part payment in lieu thereof.

26.6.3 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.

26.7 Time Off During the Notice Period

26.7.1 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 purpose of seeking other employment.

26.7.2 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.

26.8 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 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.

26.9 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.

26.10 Notice to Centrelink

Where a decision has been made to terminate 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.

26.11 Centrelink 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.

26.12 Transfer To Lower-Paid Duties

Where an employee is transferred to lower-paid duties for reasons set out in subclause 26.2, 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 of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rates for the number of weeks of notice still owing.

26.13 Severance Pay

26.13.1 Where an employee is to be terminated pursuant to subclause 26.5, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the employee the following severance pay in respect of a continuous period of service.

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

26.13.2 Where an employee is 45 years old or over, the entitlement shall be 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	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

26.13.3 "Week's pay" means - the all-purpose rate 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 allowances paid pursuant to this award.

26.14 Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission of New South Wales, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 26.13 above.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect of paying the amount of severance pay in subclause 26.13 of this Clause will have on the employer.

26.15 Alternative Employment

Subject. to an application by the employer and further order of the Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 26.13 above if the employer obtains acceptable alternative employment for an employee.

4. This variation shall commence from the first full pay period on or after 1 November 2007.

W. R. HAYLEN *J*

Printed by the authority of the Industrial Registrar.

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 and another.

(No. IRC 1135 and 1145 of 2007)

Before Commissioner Cambridge

19 July 2007

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 2007. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - 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	237.00	261.00	313.00
Plus 1 year out of school	261.00	313.00	364.00
Plus 2 years	313.00	364.00	424.00
Plus 3 years	364.00	424.00	485.00
Plus 4 years	424.00	485.00	
Plus 5 years or more	485.00		

* 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	237.00	261.00	303.00
Plus 1 year out of school	261.00	303.00	349.00
Plus 2 years	303.00	349.00	410.00
Plus 3 years	349.00	410.00	467.00
Plus 4 years	410.00	467.00	
Plus 5 years or more	467.00		

* 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	237.00	261.00	300.00
Plus 1 year out of school	261.00	300.00	338.00
Plus 2 years	300.00	338.00	377.00
Plus 3 years	338.00	377.00	422.00
Plus 4 years	377.00	422.00	
Plus 5 years or more	422.00		

* 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	237.00	261.00

* 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	7.80	8.59	10.30
Plus 1 year after leaving school	8.59	10.30	11.97
Plus 2 years	10.30	11.97	13.95
Plus 3 years	11.97	13.95	15.95
Plus 4 years	13.95	15.95	
Plus 5 years or more	15.95		

Wage Level B	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	7.80	8.59	9.97
Plus 1 year after leaving school	8.59	9.97	11.48
Plus 2 years	9.97	11.48	13.49
Plus 3 years	11.48	13.49	15.36
Plus 4 years	13.49	15.36	
Plus 5 years or more	15.36		
Wage Level C	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	7.80	8.59	9.87
Plus 1 year after leaving school	8.59	9.87	11.12
Plus 2 years	9.87	11.12	12.40
Plus 3 years	11.12	12.40	13.88
Plus 4 years	12.40	13.88	
Plus 5 years or more	13.88		

Table 6 - Hourly Rates for School-Based Traineeships

	Year of schooling	
	Year 11 \$	Year 12 \$
Wage levels A, B and C	7.80	8.59

3. This variation shall take effect from the first full pay period commencing on or after 24 July 2007.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

RETAIL SERVICES 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 and another.

(No. IRC 1135 and 1145 of 2007)

Before Commissioner Cambridge

26 July 2007

VARIATION

1. Delete clause 22, Wages, of Part B, Monetary Rates, of the award published 5 October 2001 (328 I.G. 261), and insert in lieu thereof the following:

22. Wages

The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:

- (i) any equivalent overaward payments, and/or
- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

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

Table 1 - Total Rates

Classification	Former Rate Per Week \$	SWC 2007 \$	Total Rate Per Week \$
Propagator/Gardner	534.80	20.00	554.80
Retail Building Assistant	562.80	20.00	582.80
Retail Security Assistant			
Gatekeeper	562.80	20.00	582.80
Security Guard	562.80	20.00	582.80
Security Guard - Tell Tale	562.80	20.00	582.80
Security Guard - Additional duties	562.80	20.00	582.80
Retail Services Assistant			
Tea Attendant	543.60	20.00	563.60
Cleaner	543.60	20.00	563.60
Parking Attendant	543.60	20.00	563.60
Lift Attendant	543.60	20.00	563.60
Garden Hand	515.60	20.00	535.60

3. Delete 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	4(B)(iii)(a)	Broken Shift Allowance	12.04 per shift
2	4(B)(iii)(b)	Excess Fares Allowance	7.80 per week
3	7(i)	Leading Hands	Per week Per Day
4		1 to 5 employees 6 to 10 employees	25.10 5.02 28.50 5.70
5	7(ii)	First Aid	13.70 per week
6			2.74 per day
7	7(iii)	Qualification Allowance	16.80 per week
8			3.36 per day
9	7(iv)	Gun Allowance	1.96 per shift
10		Maximum payment of	9.80 per week
11	7(v)	Use of multi-purpose machines and other mobile sweeping machines, mechanical equipment, operate fork lifts	2.16 per shift
12	7(vi)	Refuse disposal (Retail Services Assistant)	0.86 per hour
13		Maximum payment of	17.20 per week
14	7(vii)	Toilet cleaning, work on outside steps, marble, brass etc., which necessitates kneeling	8.60 per week
15			1.72 per day
16	7(xi)	Horticultural Certificate Course	16.80 per week
17	8	Retail Building Assistant provided with accommodation	Deduction of not more than 13.50 per week

4. Delete Items 1, 2, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 20, 21, 22 and 23 of Table 2 - Other Rates and Allowances appearing in the Appendix and insert in lieu thereof the following:

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	5(a)	Night interval employees	2.16 per shift
2	5(a)	Night interval employees (working one night per week)	3.42 per shift
5	14(a)(ii)	General Shops - Loading for casual employees working on a Saturday: Engagements up to and including four hours - Adult employees Employees under 21 years of age	6.30 per shift 4.20 per shift
		Engagements exceeding four hours - Adult Employees Employees under 21 years of age	12.90 per shift 7.10 per shift
	14(a)(iii)	Special and Confection Shops - Loading for casual employees working on a Saturday: Adult Employees Employees under 21 years of age	6.30 per shift 4.20 per shift
6	14(c)(ii)	Confection Shop - Employees working after 10.00 p.m. on any night	1.76 each night
8	38(1)(i)2(b)	Window Dressers under the age of 21	8.75 per week
9	35(i)(a)	Section Head	12.70 per week
10	35(i)(b)	Qualified adult automotive parts and accessories salesperson	28.90 per week

11	35(i)(c)	Employee with a licence under the <i>Liquor Act</i> 1982	19.80 per week
12	35(ii)(a)	Employee delivering goods	4.40 per week
13	35(ii)(b)	Employee engaged in photographic or other modelling	42.00 per week 8.40 per day
14	35(ii)(c)	First-aid attendant	1.66 per day
15	35(ii)(d)	Employee engaged to speak a second language	8.40 per week
16	35(ii)(e)	Ticket writer - At or over 21 years of age Under 21 years of age	17.00 per week 8.50 per week
20	35(v)(a)(1)	Disability allowance for employees working in freezer room	8.10 per week
21	35(v)(b)(1)	Disability allowance for employees working in public dairy room	12.15 per week
22	35(v)(c)(1)	Disability allowance for employees backfilling in a freezer room	16.20 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	14.70 per hour 14.40 per hour
	36(ii)(b)	Saturday Loading - Adult Employees Under 21 years	6.30 4.20

5. This variation shall take effect from the first full pay period commencing on or after 28 July 2007.

I. W. CAMBRIDGE, Commissioner

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ROCK AND ORE MILLING AND REFINING (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1869 of 2007)

Before Commissioner Tabbaa

17 October 2007

VARIATION

1. Delete subclause (vii), of clause 3, Wages, of the award published 27 July 2001 (326 I.G. 429), and insert in lieu thereof the following:
 - (vii) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (A) any equivalent over-award payments; and/or
 - (B) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Production Operator Level 1 (83%)	525.30	20.00	545.30
Production Operator Level 2 (89.9%)	554.10	20.00	574.10
Production Operator Level 3 (92.4%)	564.50	20.00	584.50
Team Leader	598.20	20.00	618.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
1	3(i)	Disability Allowance	41.70	43.40
2	3(ii)	Shift Workers on day, afternoon and night shifts	8.85	9.20
3	3(iii)	Shift Workers on permanent afternoon or night shifts	10.85	11.30
4	3(v)	Leading Hands	4.40	4.60
5	4(iii)	Overtime - Meal Allowance	9.55	9.95
6	13(ii)	First Aid	1.90 per day or shift	2.00 per day or shift

"Note": These allowances are contemporary for expense related allowances as at 30th June 2006 and for work related allowances are inclusive of adjustments in accordance with the June 2007 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 28 October 2007.

I. TABBAA, Commissioner

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RURAL LANDS PROTECTION BOARDS SALARIES AND CONDITIONS AWARD 2007

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 1125 of 2007)

Before Commissioner Cambridge

24 September 2007

AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Basic Wage
1A	Parties
1B	Demarcation
2.	Definitions
3.	Industry and Scope of Award
4.	Contract of Employment
5.	Classifications and Salary Structures
6.	Competency and Training
7.	Hours of Work
8.	Overtime
9.	Recreation Leave
10.	Recreation Leave Loading
11.	Long Service Leave
12.	Public Holidays
13.	Special Leave
14.	Short Leave
15.	Sick Leave
15A.	State Personal and Carer's Leave Case - August 1996
16.	Parental Leave
17.	Dissolution of a Board
18.	Change, Redundancy and Termination
19.	Removal Expenses
20.	Conference Attendance and Industrial Leave
21.	Living Allowance
22.	Travelling Allowance
23.	Accommodation Allowance
24.	Camping Allowance
25.	Protective Clothing and Equipment
26.	Horse Allowance
27.	Dog Allowance
28.	Flying Allowance
29.	Motor Vehicle Usage and Allowance
30.	Telephone Expenses
31.	Home Office Allowance
32.	Deduction of Association & Union membership fees
33.	Indexation of Allowances

34. Dispute Settling Procedures
35. No Extra Claims
36. Anti-Discrimination
37. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Allowances

Table 3 - Long Service Leave Accrual

PART A

1. Basic Wage

This award, in so far as it fixes rates of wages, is made by reference and in relation to the adult basic wage as set out in Part B, Monetary Rates.

The said basic wage may be varied by the Industrial Relations Commission of New South Wales under subclause (2) of clause 15 of Division 4 of Part 2 of Schedule 4, Savings, Transitional and Other Provisions, of the *Industrial Relations Act 1996*.

A reference in this award to the adult basic wage is to be read as a reference to the adult basic wage currently in force under the said clause 15.

1A. Parties

The parties to this award are:

- (i) The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (ii) The State Council of Rural Lands Protection Boards, and
- (iii) The Australian Workers' Union, New South Wales.

1B. Demarcation

It is recognised by the parties to this award that the Union shall have coverage of the Level 1, Level 2, and Senior Field Assistant classifications and that the Association shall have coverage of all other classifications under the award being Customer Service Officers, District Veterinarians, Executive Officers, Managers, Office Coordinators, and Rangers.

2. Definitions

- 2.1 "The Board" shall mean those Rural Lands Protection Board(s) in which the employee serves.
- 2.2 "Headquarters Board" shall mean the Board in whose district the headquarters of an employee is situated.
- 2.3 "Chairperson" shall mean the Chairperson of the Rural Lands Protection Board.
- 2.4 "Director" shall mean those persons duly elected or appointed as Directors under the Rural Lands Protection Act.
- 2.5 "Department" shall mean the NSW Department of Primary Industries.

- 2.6 "Council" shall mean the State Council of Rural Lands Protection Boards
- 2.7 "Industrial Committee" shall mean the Rural Lands Protection Boards (State) Industrial Committee
- 2.8 "Association" shall mean the Public Service Association and Professional Officers' Association Amalgamated Union.
- 2.9 "Union" shall mean The Australian Workers' Union, New South Wales
- 2.10 "Joint Consultative Committee" shall be a committee comprising one member of each vocational group and a nominee of the Association and the Union and not more than an equal number of members of the State Council Industrial Committee.
- 2.11 "Legal Training Courses" shall mean those Legal Training Courses conducted by the Department or State Council.
- 2.12 "Administrative Officer" shall mean that category of employee qualified and appointed to serve the administrative requirements and duties of a Rural Lands Protection Board.
- 2.13 "Customer Service Officer" shall mean that category of employee qualified and appointed to assist in the administrative requirements and duties of the Rural Lands Protection Board.
- 2.14 "District Veterinarian" shall mean that category of employee employed to carry out duties under section 43 of the *Rural Lands Protection Act* 1998, qualified and appointed to a district.
- 2.15 "Executive Officer" shall mean that category of employee qualified and appointed under clause 5.2 of this Award.
- 2.16 "Field Assistant" shall mean that category of employee qualified and appointed to assist in the field operations of the Rural Lands Protection Board.
- 2.17 "Manager" shall mean that category of employee qualified and appointed under clause 5.2 of this Award.
- 2.18 "Office Coordinator" shall mean that category of employee qualified and appointed under clause 5.4.4 of this Award.
- 2.19 "Ranger" shall mean that category of employee qualified and appointed to perform duties as Ranger in a Board's district.
- 2.20 "Temporary Employee" is one who is employed for a fixed term.
- 2.21 "Casual Employee" is one who is employed from time to time to do work as and when required with employment being a series of hourly or daily hirings. The employment ends at the completion of each engagement.
- 2.22 "Month" shall mean calendar month.

3. Industry and Scope of Award

This award shall apply to the employment relationship between Rural Lands Protection Boards and the employees of Boards for whom terms and conditions of employment are included in this award, in the performance of work within each Board's district in or in connection with or incidental to the Rural Lands Protection Act, the Stock Diseases Act, and any other relevant legislation, including the following:

- (a) the levying and collection of general and animal health rates in respect of rateable land;
- (b) the provision of animal health services;

- (c) the care, control and management of travelling stock reserves and camping reserves;
- (d) the care, control and management of stock watering places;
- (e) the suppression and destruction of pest animals and pest insects;
- (f) registering stock brand designs, earmark designs, ear tattoo designs, tail tags and other means prescribed by the relevant regulations for identifying stock on holdings; and
- (g) any other duties as required by a Board that are relevant to such legislation.

4. Contract of Employment

4.1 Wherever possible, full-time employment should be implemented.

4.2 Part-time Employees -

- (a) Boards may employ persons on a part-time basis in any area of operation of the Board. A part-time employee is, for all purposes of the award, entitled to the same terms and conditions as a full-time employee, provided that in all cases entitlement is determined on a pro rata basis.
- (b) The number of hours per week to be worked by a part-time employee shall be mutually agreed between the employee concerned and the Board and such agreement shall be set out in writing, provided that, in the absence of an agreement, the minimum number of hours worked shall be seven hours 36 minutes (i.e. one day).
- (c) Once the hours to be worked are agreed upon, any time worked at the direction of the Board by part-time employees in excess of 38 hours per week shall be deemed to be overtime and the overtime provisions of this award shall apply.
- (d) A part-time employee may work less than five days per week.
- (e) Part-time employment shall not act to the detriment of full-time employees and no full-time employee shall be required to work part-time.
- (f)
 - (i) A person who is initially employed to work part-time may elect to work full-time at any time, subject to the Board's convenience and the availability of work for the classification and grade of the position.
 - (ii) A full-time staff member who, with the approval of the Board, elects to work part-time for a set period will be guaranteed the right of return to full-time work at the end of the period, provided that this is specified, negotiated, and agreed in writing by the Board at the outset.
 - (iii) Full-time staff members who elect to work part-time and who have not specified that they wish to return to full-time work may elect to return to full-time work at any time, subject to the Board's convenience and the availability of work for the classification and grade of the position.
- (g) Job sharing - The policy of job sharing is agreed. Procedures will be as agreed between the parties to this award.
- (h) If any dispute arises in relation to the application or operation of this clause, the dispute settling procedures contained elsewhere in this award shall be used.

4.3 Temporary Employees -

- (a) Boards may employ persons on a temporary basis.
- (b) The period of employment shall be notified in writing to the employee at the commencement of the employment and any extensions thereof.
- (c) Such persons shall be entitled to the appropriate award salary rate and conditions during the term of the employment.

4.4 Casual Employees - Boards may employ persons on a casual basis.

Such persons shall be paid the appropriate salary rate on a pro rata basis, plus 15 per cent, together with 1/12 of 115 per cent pro rata salary in accordance with the *Annual Holidays Act 1944*.

5. Classifications and Salary Structures

The award is a paid rates award and the salaries set out in Part B - Monetary Rates, are the maximum salaries payable to the classifications unless the Council, pursuant to Section 24 (2) (g) of the Rural Lands Protection Act otherwise determines. Individual staff of a Board are entitled to salary sacrifice that part of their salary as agreed between the staff member and the Board. A Board shall, on the request in writing of a member of the Association or Union, deduct fortnightly membership fees from the salary of that employee, in accordance with State Council policy.

The parties objectives in this Award are to give employees access to fair pay increases; and improve the cost effectiveness of Boards in New South Wales.

5.1 District Veterinarians

The salaries of District Veterinarians shall be as set out in (1) of Table 1 - Salaries, of Part B, Monetary Rates.

- 5.1.1 An additional per annum allowance of the amount set out in 1.1 of the said Table 1 shall be paid to those District Veterinarians serving the Albury, Armidale, Bathurst, Casino, Deniliquin, Gloucester, Maitland, Moss Vale, Tamworth, Wagga and Young Districts as at 1 January 1995 until such time as those employees leave those districts. No further increases to apply to the allowance set out in this subclause.
- 5.1.2 First year of service in the Board system on a continuous basis is probationary and shall be reviewed and assessed by the Manager, in consultation with the Chairman of the Board in accordance with Guidelines issued by State Council.
- 5.1.3 New appointments to be at the level and grade appropriate for the experience and skill of the appointee.
- 5.1.4 Progression between years in Grades 1, 2 and 3 is subject to 12 months' satisfactory service at the previous level and the successful preparation of an animal health plan which has been approved by State Council as provided by policies and guidelines issued from time to time by State Council. It is also subject to:
 - (i) Demonstrating to the Manager, in consultation with the Chairman of the Board the achievement of the animal health plan goals, with due consideration of any changed circumstances.
 - (ii) Demonstrating to the Manager, in consultation with the Chairman of the Board flexibility in meeting the Board and Ratepayer requirements in the previous year.
 - (iii) Demonstrating to the Manager, in consultation with the Chairman of the Board working as part of a team with other staff of the Board.

(iv) The Manager is to coordinate items (i) (ii) and (iii) above.

5.1.5 Progression from Grade 1 to Grade 2 shall be by application by the District Veterinarian to the Board and assessment (which shall be organised by the Manager), by the Board and the Senior Field Veterinary Officer for the district, or in their absence, another district, that the following criteria have been satisfied:

- (i) Satisfactory completion of 12 months service at maximum level of Grade 1.
- (ii) Authority as Inspector under the Stock Diseases Act.
- (iii) Completion of the following training courses:
 - (a) Stages 1,2 and 3 Legal Training courses.
 - (b) Communications Skills Training course.
 - (c) Training in Supervision of 1080.
 - (d) Infringement Notice Training.
- (iv) Familiarity with and ability to interpret NSW Agriculture Animal Health Policy.
- (v) Familiarity with and ability to exercise appropriate functions in accordance with policy under:
 - (a) *Stock Diseases Act 1923.*
 - (b) *Rural Lands Protection Act 1998.*
 - (c) Interstate requirements for movement of livestock.
 - (d) Natural disaster relief policies.
 - (e) *Stock (Chemical Residues) Act 1975.*
 - (f) *Veterinary Surgeons Act 1986.*
 - (g) *Prevention of Cruelty to Animals Act 1979.*
 - (h) *Exotic Diseases of Animals Act 1991.*
- (vi) Demonstrated the following:
 - a. An animal health plan (AH plan) has been submitted each year which meets core requirements of State and National programs
 - b. Core State and National program goals as outlined in the AH plan are satisfactorily addressed.
 - c. Core reporting requirements in the AH plan are met in a timely manner
 - d. Supervisor of Rangers in Animal Health regulatory duties
 - e. Executive Officer to the AH Committee of the Board
 - f. Ability to locate and interpret relevant AH policy documents
 - g. Ability to locate and interpret interstate movement requirements

- h. Competency in basic computer skills to meet requirements of the AH system
- i. Attended Emergency Management one day course or equivalent
- j. Meeting standards for recording AH events within the district for certification and surveillance
- k. Undertaking Continuing Professional Education to meet guidelines of the Veterinary Surgeons Board
- l. Regular attendance at Regional AH meetings
- m. Obtain accreditation under EADP training program to Field Surveillance Veterinarian standard.

5.1.6 Progression from Grade 2 to Grade 3 shall be by application by the District Veterinarian with supporting documentation to the Board. The Board shall comment on the application and the Manager shall organise an assessment by a panel comprising a nominee of the Board, a Senior Field Veterinary Officer from another district, and a nominee of the Association of District Veterinarians of at least Grade 3, that the following criteria are satisfied:

- (i) Satisfactory completion of 12 months at maximum level of Grade 2.
- (ii) Demonstrated the following:
 - a. The AH plan is integrated into a budgeted and resourced format
 - b. All major goals for local, state, and national programs as outlined in the AH plan have been satisfactorily addressed.
 - c. As Executive Officer, provide formalised documentation of regular AH committee meetings.
 - d. Coordination of training and development of staff for AH duties.
 - e. Attended training at Veterinarians course at the Australian Animal Health Laboratory.
 - f. Regular contribution to Regional Animal Health meetings.
 - g. Involvement in discussions of policy changes at Regional Health meetings.
 - h. Contribution to the Animal Health system as a whole.
- (iii) Competence in the following fields:
 - a. Epidemiology - having attended a workshop or obtained skills equivalent to those offered by Epidemiology for Field Veterinarians.
 - b. Diagnosis of diseases of important livestock species.
 - c. Gross pathology of livestock species.
 - d. Knowledge of the economic impact of diseases of important livestock species.
 - e. Advising on diseases important to livestock systems within the district.
 - f. Livestock management systems of significance within the district.

5.1.7 Accelerated Progression

- (i) The Industrial Committee of State Council may grant accelerated progression in Grades 2 and 3 from one year to any other year in the same Grade, on written application from the District Veterinarian to the Board, who shall forward it, together with their comments, to the Animal Health Manager of State Council.

Such application is to demonstrate that:

- a) General duties within the Board are being performed by the District Veterinarian at a superior level (to be assessed by the Manager of the Board, after consultation with the Chairman of the Board and the Senior Field Veterinary Officer),
- b) A major or significant contribution to a Board, Regional, or State-wide issue affecting the industry has been made by the District Veterinarian since the last progression (to be assessed by the Animal Health Committee of State Council).
- (ii) The progression shall take effect from one (1) month after the date of lodgement of a successful application to the Board.
- (iii) In all cases where an application is refused, the District Veterinarian must receive a written explanation from the Industrial Committee.

5.1.8 Progression from Grade 3 to Grade 4 shall be by application (in triplicate) by the District Veterinarian with supporting documentation to the Board. The Board will comment on the application and the Manager shall forward the application to the CEO of State Council. The CEO will arrange an assessment by a panel comprising a nominee of the Chief Veterinary Officer, a nominee of the State Council and a nominee of the Association of District Veterinarians at Grade 4 level. At least one panel member should have sat on a previous panel. A Board Director may sit as an observer.

- (i) The following criteria must be satisfied:
- a. Satisfactory completion of 12 months on maximum level of Grade 3.
- b. The AH committee has been heavily involved in the planning, budgeting and evaluation of the plan.
- c. Provided Board or AH committee with briefings on AH issues that have local, Regional or State implications.
- d. Demonstrate that, where appropriate, a team approach with leadership by the DV is utilised to achieve AH plan objectives.
- e. Membership of the Australian College of Veterinary Scientists in a subject relevant to the duties of a DV or equivalent post-graduate qualification.
- f. Competencies sufficient to be accredited under the EADP to perform a Control Centre role.
- g. Demonstrated continuing, active and high quality contribution to the State AH system as a whole, with major or significant contributions to State-wide animal health programs.
- h. Demonstrate continuing and active contribution to debate and progression of Regional Animal health issues through the Regional Animal Health meetings and other means.

- i. Briefing of Directors and staff on changes to AH policy changes and implications and where appropriate, provide training required by such changes.
 - j. High level of skill in the diagnosis, treatment, control, prevention, and management of Animal Health problems in the important livestock enterprises in the district.
 - k. Major input into the adoption of improved Animal Health practices by industry with evidence of substantial benefit.
 - l. Substantial high output of high quality advisory material.
 - m. Demonstrated cooperation with other functional areas, other disciplines, and other agencies.
 - n. High level of input into the planning and achievement of the Board's corporate goals.
- 5.1.9 Progression from Grade 4 year 1 to Grade 4 years 2 and 3 shall follow 12 months' satisfactory service at the previous level and the successful preparation of an animal health plan which has been approved by State Council as provided by policies and guidelines issued from time to time by State Council.
- 5.1.10 Progression between the years in Grade 4 shall be subject to the applicant demonstrating to the Manager, in consultation with the Chairman of the Board and the Senior Field Veterinary Officer, that they are performing at the level that resulted in their progression to Grade 4.
- 5.1.11 For District Veterinarians who, at the commencing date of this Award were receiving Grade IV year 1 salary, progression to Grade 4 years 2 and 3 shall be subject to the applicant undertaking and meeting the criteria and process as set out in clause 5.1.10.
- 5.1.11.1 For District Veterinarians who, at the commencing date of this Award, were receiving Grade II year 3 salary under the previous award, progression to Grade 3 year 2 of this Award shall be subject to the person undertaking and meeting the criteria and process as set out in clause 5.1.6.
- 5.1.11.2 For District Veterinarians who, at the commencement of this award, were receiving Grade I year 3 salary under the previous Award, progression to Grade 2 year 2 of this Award shall be subject to the person undertaking and meeting the criteria and process as set out in clause 5.1.5.
- 5.1.12 In all cases where an application for progression is refused, the District Veterinarian shall receive a written explanation of the reasons for the decision.
- 5.1.13 If any officer feels that any application for progression has not been reasonably treated, an appeal may be made to a tribunal consisting of one member of State Council, a Senior Field Veterinary Officer and a District Veterinarian who has reached the grade being applied for.
- 5.1.14 The effective date of progression from Grade 3 to Grade 4 shall be one (1) month after the date of lodgement of a successful application.
- 5.2 Executive Officers and Managers
- The salaries of Executive Officers and Managers shall be as set out in (2) of Table 1-Salaries, of PART B, Monetary Rates
- 5.2.1 First year of service in the Board system on a continuous basis is probationary and shall be reviewed and assessed by the Chairman of the Board in accordance with Guidelines issued by

State Council. Initial appointments are to be made at 1st year salary of the position. Grades 1, 2, and 3 Managers are full-time positions.

5.2.2. Establishment of Positions

- (i) Managers appointed under the previous award shall be appointed Manager under this Award and shall be paid the salary applying to their Board as listed in PART B - Monetary Rates at the first (1st) year of service effective from 1 July 2004.
- (ii) All Boards who have not appointed a Manager or Executive Officer as at the commencing date of this Award shall, by 31 December 2004, apply to State Council for approval to establish the position of Manager or Executive Officer as indicated in PART B - Monetary Rates. A Board may make application to the Industrial Committee for a 12 months extension of time in which to establish the position of Manager or Executive Officer based on special circumstances.
- (iii) After approval by State Council the Board is responsible for obtaining a written application within six months of the commencement of this Award from the Administrative Officer or Executive Officer (if any) for an interview and assessment for the appropriate position by an assessment panel.
- (iv) Should there be no existing Administrative Officer or Executive Officer the Board shall advertise the position externally and a selection committee shall assess applications.
- (v) For internal applicants the assessment panel will consist of:
 - (a) a Board Director appointed by State Council (who shall be Chairman).
 - (b) a nominee of the Managers Association.
 - (c) up to two (2) persons with special skills appointed by State Council.
 - (d) a Director of the applicant's Board may sit as an observer at the interview.
- (vi) The assessment panel will report their findings to the Industrial Committee of State Council or a delegate of the Industrial Committee, for determination.
- (vii) The salary level of successful applicants shall be the first year rate of the relevant grade effective from 1 April 2005, providing they pass the initial assessment.
- (viii) If a salary increase at any one time exceeds \$9,000, then
 - (a) the initial increase shall be reduced to \$4,000 plus any general percentage (%) increase applying to all categories at that time, and
 - (b) subsequent progression shall be limited to \$4,000 plus any general percentage (%) increase applying to all categories at that time, until such time as the salary equals the salary for the relevant Board as set out in (2) of Table 1 - Salaries of PART B, Monetary Rates.
- (ix) If an existing employee is appointed Manager or Executive Officer under this Award and the relevant salary is lower than their existing salary, the existing salary shall continue to be paid until such time as the Award prescribes an amount greater than the existing salary figure.
- (x) If a Manager or Executive Officer is paid their existing salary, in accordance with (viii) above, the salary shall continue to be calculated to include any general percentage (%) increases that are received by all categories under the Award.

- (xi) For external applicants to a vacant position, the selection committee will consist of up to two (2) nominees of the Board; a nominee of State Council; and a nominee of the Managers Association. At least one (1) member of the selection committee should have sat on a previous panel. The selection committee will report their recommendations to the Board for approval to appoint.
- (xii) All assessment and selection panels shall have at least one member who has attended a course on selection of staff and that member shall chair the panel.

5.2.3 Unsuccessful Applications

- (i) If an existing employee is unsuccessful in passing the assessment to meet the requirements to be appointed to the position of Manager or Executive Officer as prescribed by this Award then the panel shall advise of an appropriate training course to enable the employee to reach the required skill level to carry out the requirements of the position.
- (ii) The employee shall be re-assessed by an assessment panel within a twelve-month period to ascertain whether they have reached the required standard to be appointed to the position of Manager or Executive Officer as the case may be.

If an employee passes a subsequent assessment, the salary shall be payable at the first (1st) year rate from the date of the successful assessment.

- (iii) If an employee is again unsuccessful in passing an assessment for the relevant position at their Board, the Industrial Committee may grant up to another twelve (12) months to qualify. If at the end of that period the employee fails to pass an assessment, then the employee shall become redundant and shall receive Severance Pay of two (2) weeks pay for every year of service, to a maximum of 26 weeks pay.
- (iv) The Industrial Committee of State Council may approve an application from an existing Administrative Officer for a redundancy payment of two (2) weeks pay for every year of service, to a maximum of 26 weeks pay at any time during the assessment process, unless they are appointed as Manager or Executive Officer of their Board.
- (v) If an Administrative Officer is not appointed as Manager or Executive Officer, then their salary shall only be increased by the first percentage increase applying on or after 1 July 2004 and no further increases shall apply during the term of this Award.

5.2.4 Appeal

- (i) If an applicant considers that an application for appointment to the position has not been treated reasonably on the grounds of merit, they may request a review by the interview panel.
- (ii) If an applicant considers that an application for appointment to the position has not been treated reasonably on procedural grounds, the applicant may appeal to the State Council Industrial Committee.

5.2.5 Executive Officer

Responsibilities:

- (1) Responsible for the Boards management accounting and financial accounting to audit.
- (2) Responsible for the systems administration of the Boards computer networks and resources.
- (3) Responsible for maintenance of all policy documents of the Board.

- (4) Responsible for ensuring that all staff comply with the OH&S policy of the Board.
- (5) Co-ordination of all Board resources.
- (6) Coordination of policy development and planning by Directors and staff.
- (7) Coordination of policy advice from staff to Board.
- (8) Coordination of reporting on management and operational plan performance.
- (9) Coordination of training for Directors and staff.
- (10) Management of all staff personnel matters including salary and allowances, leave, other entitlements, problems, counselling and complaints.
- (11) Providing all staff with relevant advice on Board decisions, State Council matters and Board requirements for advice or action by staff.
- (12) Assisting staff to draft management and operational plans that comply with requirements.
- (13) Facilitation of regular staff meetings and management meetings with the Chairman and staff.
- (14) Management Planning.

"Coordination" means the bringing together of the relevant Directors, staff, material and resources to achieve harmonious progress to the targeted outcome.

"Resources" means the physical and financial assets of the Board and includes staff.

Qualifications:

Financial Services Certificate IV from TAFE or demonstrated practical experience considered by the Board to be equivalent.

Progression

- (i) After initial appointment, progression to year 2, 3, and 4 shall be made on application to the Board.
 - (a) The Board shall certify whether the applicant has satisfactorily performed the annual assessment criteria.
 - (b) The Board shall certify whether it has received a satisfactory audit management letter in the year preceding the progression.
- (ii) Progression to year 2 is subject to attending and completing courses on OH&S and conflict resolution as approved by State Council.
- (iii) Progression to year 3 is subject to attending and completing two (2) legal training courses approved by State Council.
- (iv) Progression to year 4 is subject to attending and completing a course on Human Resource Management as approved by State Council.
- (v) Employees appointed to year 4 on commencement of this Award shall be required to attend and complete a course as approved by State Council, within a time approved by State Council.

5.2.6 Manager

Responsibilities

1. Responsible for the Board's financial management through to Audit.
2. Responsible for the systems administration of the Board's computer networks and resources.
3. Responsible for maintenance of all policy documents of the Board.
4. Responsible for ensuring that all staff comply with OH&S policy of the Board.
5. Co-ordination of policy development and planning for Directors and staff and subsequent implementation.
6. Co-ordination and implementation of training on management and operational plan performance.
7. Co-ordination and implementation of training of Directors and staff.
8. Human Resource Management including but not limited to salary and allowances, leave, other entitlements, problems, counselling and complaints.
9. Providing all staff with relevant advice on Board decisions, State Council matters and Board requirements for advice or action by staff.
10. Co-ordination and Assisting Directors and staff to prepare management and operational plans and subsequent review and measurement of these plans.
11. Facilitation of regular staff meetings and management meetings with Chairman and senior staff.
12. Provide guidance and support to administrative and other staff in customer relations.
13. Management of activities of all staff, to ensure that the Board is operating efficiently, recognising that individual staff in certain circumstances are responsible for the technical and regulatory requirements of their position under the Veterinary Surgeons Act, Stock Chemical Residues Act, and Stock Diseases Act.
14. Monitoring staff performance against agreed targets of all staff.
15. Provide leadership to the staff of the Board to promote an harmonious and professional workplace.

Qualifications:

- (i) Financial Management Skills at a high level.
- (ii) Supervision qualifications; or demonstrated skills in supervision; or relevant quality experience in supervision.
- (iii) Special skills in an area which significantly assists the Board in its functions.
- (iv) Knowledge of the Award, its application, and relevant industrial relations practices, including dispute settling procedures and disciplinary procedures.
- (v) Management qualifications or quality experience in management.

- (vi) Knowledge of management strategies.
- (vii) Organisational skills.
- (viii) Advanced written and oral presentation skills.
- (ix) Knowledge of Information Technology systems.
- (x) External applicants for the position of Manager Grade 3 would be expected to have an appropriate tertiary qualification in either business, finance, management, human resource management, or some other qualification deemed equivalent by the selection committee.

Progression

- (i) After initial appointment, progression to years 2 and 3 shall be made on application to the Board.
 - (a) The Board shall certify whether the applicant has satisfactorily performed the annual assessment criteria.
 - (b) The board shall forward the application and certificate to State Council for approval to progression.
 - (c) State Council shall certify whether the Board has received a satisfactory audit management letter and the statutory report, function management plans and annual report of the Board have been satisfactorily completed and lodged on time in the year preceding the progression.
- (ii) Progression to year 2 is subject to attending and completing courses on supervision and conflict resolution approved by State Council.
- (iii) Progression to year 3 is subject to attending and completing a course on Human Resource Management that adds to management ability, as approved by State Council.

5.3 Customer Service Officers

The salaries of Customer Service Officers shall be as set out in (3) of Table 1-Salaries, of Part B, Monetary Rates.

5.3.1 The first three (3) months of service in the Board system on a continuous basis is probationary and shall be reviewed and assessed by the Manager in accordance with Guidelines issued by State Council.

5.3.2 Initial appointments may be made to any Grade that is appropriate to the qualifications, competence and duties of the appointee.

5.3.3 Conditions for Normal Progression -

- (i) Progression from Grade 1 through to Grade 4 shall be by way of completion of the number of years service at each level. The progression shall be subject to satisfactory conduct and performance, as assessed by the officer's supervising officer, and subject to approval by the Board.
- (ii) Staff who complete one year of service on Grade 1 shall be eligible to progress to Grade 2, year 1 subject to meeting progression criteria in subclause (i).
- (iii) Staff who complete one year of service on Grade 2 year 1 shall be eligible to progress to Grade 2 year 2, subject to meeting progression criteria in subclause (i).

- (iv) Staff who complete one year of service on Grade 2 year 2 shall be eligible to progress to Grade 3 year 1, subject to meeting progression criteria in subclause (i).
- (v) Staff who complete one year of service on Grade 3 year 1 shall be eligible to progress to Grade 3 year 2, subject to meeting progression criteria in subclause (i).
- (vi) Staff who complete one year of service on Grade 3 year 2 shall be eligible to progress to Grade 4 year 1, subject to meeting progression criteria in subclause (i), and subject to completing the following training courses as approved by State Council:
 - (a) Customer Focus for Supervisors Training.
 - (b) Legislation Training.
 - (c) Conflict Resolution Training.
- (vii) Staff who complete one year of service on Grade 4 year 1 shall be eligible to progress to Grade 4 year 2, subject to meeting the progression criteria in subclause (i).
- (viii) Staff who complete one year of service on Grade 4 year 2 shall be eligible to progress to Senior Customer Service Officer Level 1, subject to meeting progression criteria in subclause (i), and subject to completing the following as approved by State Council:
 - (a) Leadership for Supervisors Training or equivalent training as determined by State Council.
 - (b) Records Maintenance Training.
 - (c) OH&S Basic Training, and
 - (d) Thorough knowledge of Board Policy and Procedures as assessed by a written assessment task by the officers supervising officer.
- (ix) Staff who complete one year of service on Senior Customer Officer Level 1, shall be eligible to progress to Senior Customer Service Officer Level 2, subject to meeting progression criteria in subclause (i), and subject to completing the following as approved by State Council:
 - (a) Financial Services Certificate III from TAFE or such other qualifications and experience as State Council considers equivalent.

5.3.4 The assessment of an employee's conduct and performance may be on an annual basis; however, the assessment shall be carried out no less than one month prior to the incremental date. The employee must be notified in writing by the Board of any decision and the reasons for such a decision if it is a deferment of the increment.

5.3.5 Accelerated Progression -

A Board may grant accelerated progression to any year of any Grade if the Board certifies, after consultation with the Manager or Executive Officer, that the employee is performing above expectation in their current grade and work is available to perform at the higher level.

5.3.6 Conditions for Accelerated Progression -

- (i) An application for accelerated progression may be made by an employee who may have relevant qualifications and experience and who, by the nature and manner of the work performed, demonstrates high levels of performance.

- (ii) An application for accelerated progression must be made in writing through the Manager or Executive Officer to the Board. The application will be accompanied by a recommendation from the Manager or Executive Officer giving the reasons for support or non-support of the application.
- (iii) The accelerated progression shall take effect from one month after the date of lodgement of a successful application.
- (iv) If, on receipt of an application, a Board makes a decision not to approve the accelerated progression, it shall, as soon as practicable, notify the applicant in writing of the decision, setting out the reasons for the decision.

5.3.7 If a Customer Service Officer is dissatisfied with the decision of the Board on the question of progression or accelerated progression they may invoke the procedures outlined in clause 34, Dispute Settling Procedures.

5.3.8 A Senior Customer Service Officer must supervise other staff if required by the Board.

5.3.9 Acting as Office Coordinator, Executive Officer, or Manager.

- (i) Customer Service Officers who are directed by the Board to act as Executive Officer for five consecutive working days or more shall receive the first year rate of pay as Executive Officer for the period of relief.
- (ii) Senior Customer Service Officers who are directed by the Board to act as Office Coordinator for five consecutive days or more shall receive the first year rate of pay as Office Coordinator for the period of relief.
- (iii) Senior Customer Service Officers who are directed by the Board to act in any position of Manager (whether graded or ungraded) for five consecutive days or more, shall receive the first year rate of pay as Manager (ungraded).
- (iv) No allowance is paid for less than five consecutive working days' relief.
- (v) The Board will direct who will act in the position, and for how long, each time this is necessary, consistent with E.E.O. principles.

5.4 Office Coordinators

The salaries of Office Coordinators shall be as set out in (4) of Table 1 - Salaries, of Part B, Monetary Rates.

5.4.1 Responsibilities

1. Coordinate the functions of the RLPB office including customer service, information systems, land database, transfers, stock identification, sales, accountable books, generation of rates and returns, reminders and follow up action on rates and returns.
2. Responsible for the supervision of all Customer Service Officers (CSO), including assessing, recommending, and coordinating training requirements.
3. Coordinate regular CSO meetings.
4. Implementation of the Board's customer service charter, responsible for maintaining high standard of internal and external customer service.
5. End of month financial processing and generation of financial reports for the Manager.
6. Responsibility for payroll.

7. Executive support to the Manager
8. Delegated authority of District Registrar, other delegations as approved by the Board eg: annual stock movement permits, searches, drought claims.
9. Act in higher duties when the Manager is absent including executive secretary to the Board. Coordinate board papers, meetings, take and action minutes.
10. Training of Senior Customer Service Officers to act in the position of Office Coordinator (OC) during absences of the OC and when the OC is acting in higher duties during the Manager's absences.

5.4.2 Establishment of Position.

- (i) A Board that has a Grade 3 Manager may establish a position of Office Coordinator.
- (ii) A Board that has a Grade 2 Manager may apply to State Council for approval for the establishment of a position and comply with any criteria determined by State Council.
- (iii) After establishment of the position, the Board is responsible for calling for applications for the position from Customer Service Officers employed by the Board.
- (iv) The Board shall appoint a selection committee, including one independent person, which shall recommend to the Board the most suitable applicant for the position.
- (v) If there is no suitable applicant from the Board employees, then the Board may advertise outside the Board.

5.4.3 The first three (3) months of service in the Board system on a continuous basis is probationary and shall be reviewed and assessed by the Manager in accordance with Guidelines issued by State Council. Initial appointment is to be made at the 1st year salary of the position.

5.4.4 Conditions for Appointment and Progression.

- (i) Appointment is subject to the applicant being capable of performing the duties and responsibilities of the position.
- (ii) Progression shall be by way of completion of years service in the position and subject to satisfactory conduct and performance, as assessed by the Manager, and subject to approval by the Board.
- (iii) Staff who complete year 1 shall be eligible to progress to year 2, subject to meeting progression criteria in subclause (ii), and subject to completing the following courses as approved by State Council:
 - (a) Financial Services Certificate IV from TAFE or such other qualifications and experience as State Council considers equivalent.
 - (b) Legislation training
 - (c) Team Development for Supervisors
- (iv) Staff who complete year 2 shall be eligible to progress to year 3, subject to completing the following courses as approved by State Council:
 - (a) Records Maintenance Training
 - (b) OH&S Basic Training

(c) Frontline Management Certificate IV Course

5.4.5 The assessment of an employee's conduct and performance may be on an annual basis, however, the assessment shall be carried out no less than one month prior to the incremental date. The employee must be notified in writing by the board of any decision and the reasons for such decision if it is a deferment of the increment.

5.4.6 If an Office Coordinator is dissatisfied with the decision of the Board on the question of progression they may invoke the procedures outlined in clause 34, Dispute Settling Procedures.

5.4.7 Acting as Manager

Office Coordinators who are directed by the Board to act as Manager for five consecutive working days or more shall receive the first year rate of pay of Manager, at the appropriate grade, for the period of relief. No allowance is paid for less than five consecutive working days' relief.

5.5 Rangers

The salaries of Rangers shall be as set out in (5) of Table 1 - Salaries, of Part B, Monetary Rates.

5.5.1

- (i) First year of service in the Board system on a continuous basis is probationary and shall be reviewed and assessed by the Manager or Executive Officer after consultation with the Chairman of the Board, the District Veterinarian or Veterinary Officer, and the Managing Ranger (if any) or the supervising Ranger in accordance with Guidelines issued by State Council.
- (ii) Initial appointment may be to any step in Grades 1 and 2, subject to being qualified and passing a Performance Assessment, if applicable.
- (iii) A person must continue to hold certification as Authorised Control Officer or Inspector of Stock to qualify holding the position of Ranger.
- (iv) The positions of Grade 3 Ranger, Grade 4 Ranger, and Managing Ranger Grade 5 require current certification as Authorised Control Officer and Inspector of Stock. Loss of certification as an Authorised Control Officer or Inspector of Stock disqualifies a person from holding those positions.

5.5.2 Allowances

- (i) A weekly supervisor's allowance as set out in Item 1 of Table 2 - Allowances, of Part B, Monetary Rates, is payable to Field Assistants, Senior Field Assistants, and Rangers, who are directed by a Board to supervise the work of a Ranger or Field Assistant or contractor.
- (ii) The weekly allowance is payable for supervising for part of a week. The allowance is not payable during the weeks that supervision is not directed; during 5 days leave or more; nor on termination payment.
- (iii) If a Ranger or Managing Ranger holds a Diploma or Degree, which State Council considers relevant, then an amount set out in (5) of Table 1 - Salaries, of Part B, Monetary Rates, shall be paid as salary to the employee.

5.5.3 Conditions for Normal Progression

- (i) Progression from Grade 1 through to Grades 2, 3 and 4 shall be by way of completion of the number of years of service at each Grade and subject to certification by the Manager or Executive Officer, after consultation with the Chairman of the Board, the District Veterinarian or Veterinary Officer and the Managing Ranger (if any) or the supervising

- Ranger that the Ranger is performing satisfactory service, and has completed all the required Units of study.
- (ii) The effective date of progression from Grade 1 through to Grades 2, 3, and 4 shall be the anniversary of the commencement date of employment, except for progression to Level 2 for persons employed at the commencement date of this award.
 - (iii) Progression to Grade 2 Year 1 Level 2 shall be subject to passing the following units of study:
 - (a) OH&S Greencard
 - (b) RLPB - Organisation, policy, structure & functions
 - (c) Legislation principles
 - (d) Rangers role, Saleyard duties & functions
 - (e) Chemical Application & Risk Management (AQF 3 or 4)
 - (f) 1080 Authority and Authorised Control Officer
OR Specimen Collection (for Animal Health Specialist Rangers)
 - (g) Vertebrate Pests course, or passing the examination on the Rangers Manual
OR Introduction to Anatomy & Physiology (for Animal Health Specialist Rangers)
 - (iv) Progression to Grade 2 Year 2 Level 2 shall be subject to passing the following units of study:
 - (a) OH&S
 - (b) Compliance Principles
 - (c) Interstate Health Requirements
 - (d) Livestock recognition, handling & tracing
 - (v) Progression to Grade 2 Year 3 Level 2 shall be subject to passing the following units of study:
 - (a) Communication and Interpersonal Skills
 - (b) Client Services
 - (c) Self Enforcement Infringement Notice Training
 - (d) Prograze OR Introduction to Pathology (for Animal Health Specialist Rangers)
 - (vi) Progression to Grade 3 shall be organised by the Manager or Executive Officer and shall be subject to:
 - (a) Two (2) years service as a Ranger
 - (b) Passing all the units of study for Grades 1, 2, and 3 at level 2 standard
 - (c) Passing an examination on the Rangers' Manual as conducted by the District Veterinarian
 - (d) Passing a progression review by a panel consisting of a nominee of the Board; the Managing Ranger (if any) or the supervising Ranger; the Senior Field Veterinary Officer; and an Agricultural Protection Officer of the Department certifying that all of the following criteria have been met:
 - 1. Demonstrated suitable experience and ability to a standard required by the Board to perform the functions of an Authorised Control Officer, a Stock

- Inspector, and a Ranger carrying out duties in connection with Travelling Stock reserves as appropriate.
2. Ability to exercise all appropriate functions under:
 - (a) *Stock Diseases Act 1923.*
 - (b) *Rural Lands Protection Act 1998.*
 - (c) Interstate Stock Movements.
 - (d) Disaster Relief.
 3. Ability to advise on and implement programs in:
 - (a) Animal Welfare.
 - (b) Noxious Weed Control as it relates to Travelling Stock Reserves if applicable, and Pest Animal harbour.
 - (c) Pest Control if applicable.
 - (d) Integrated Pest Management.
 - (e) Animal Health Programs for the District.
 4. Demonstrated experience and ability to:
 - (a) Work without supervision.
 - (b) Have input into Board Policy formulation.
 - (c) Prepare adequate reports to the Board.
 - (d) Maintain adequate documentation of files and records.
 - (e) Represent the Board and the Department in prosecutions if required by the Board.
 - (f) Organise Field Days for ratepayers.
 - (g) Perform general duties in a competent manner
- (vii) If a Board requires the services of a Specialist Animal Health Ranger, then as an alternative to subclause 5.5.3 (vi), the Board may approve following criteria for progression to grade 4:
- (a) Passing an examination for Specialist Ranger on the Ranger's Manual as conducted by the District Veterinarian
 - (b) Two (2) years service as a Ranger (providing that State Council may approve a lesser period in a special case);
 - (c) Passing a progression review by a panel consisting of a nominee of the Board; the Managing Ranger (if any) or the supervising Ranger; the Senior Field Veterinary Officer or their representative and a nominee of the Department certifying that all of the following criteria have been met:
 - (d) Demonstrated suitable experience and ability to a standard required by the Board and the Department to perform OJD functions or Footrot functions or any other functions which the State Council approves on a case by case basis.
 - (e) Demonstrated that the Specialist Ranger is performing at a high level of skill in the speciality; and achieving a sustained high output of advisory work.
- (viii) Progression to Grade 3 Level 2 shall be subject to passing the following units of study:
- (a) Office systems practice
 - (b) Train Small Groups

- (ix) Progression to Grade 4 shall be organised by the Manager or Executive Officer and shall be subject to:
 - (a) Five (5) years continuous service as a Ranger
 - (b) One (1) year service on Grade 3
 - (c) Passing an examination on the Rangers' Manual as conducted by the District Veterinarian.
 - (d) Demonstrating to the Manager or Executive Officer, who shall consult with the Chairman of the Board, the District Veterinarian or Veterinary Officer and the Managing Ranger (if any) or the supervising Ranger, that they are performing at a level that resulted in their progression to Grade 3.

- (x) Progression to Grade 4 Level 2 shall be subject to passing the following units of study:
 - (a) Legislation Practices
 - (b) Compliance Practices
 - (c) Financial Planning and Budgeting
 - (d) Infected Premises Security Coordinator OR Infected Premises Site Supervisor
 - (e) Chemical Application & Risk Management (AQF 3 or 4)

5.5.4 Appointment of Managing Ranger Grade 5

- (a) Appointment to Managing Ranger Grade 5 depends on:
 - (i) Establishment of the position by the Board.
 - (ii) Supervising at least two other Rangers.
 - (iii) Being required by the Board to perform all of the duties in paragraph 5.5.4 (b) (ii) of this subclause.
 - (iv) Passing the Performance Assessment. The position must be established before application can be made for assessment.
 - (v) Salary is paid from date of appointment by the Board.

- (b) Appointment to Managing Ranger Grade 5 shall be subject to:
 - (i) Meeting all the requirements of the position of Ranger Grade 4; and
 - (ii) Passing an assessment on the following duties by a panel consisting of a nominee of the Board (other than a Director or staff member of that Board); a nominee of State Council; and a current Managing Ranger. At least one (1) panel member should have sat on a previous panel.
 - (a) Supervise all field staff and contractors (excluding District Veterinarian and specialist animal health staff).
 - (b) Manage the Board's Vertebrate Pest Control Policy and responsibilities.
 - (c) Develop and manage the Board's land management plans, operations, reporting policies and responsibilities as appropriate.
 - (d) Budgeting and financial management of the Board's field operations (excluding animal health).
 - (e) Co-ordination with other Board staff and staff of other Boards and Agencies.
 - (f) Manage the training of field staff.
 - (g) Being actively involved in the recruitment of field staff and contractors.

5.5.5 Progression to Managing Ranger Grade 5 Level 2 shall be subject to passing the following units of study:

- (i) Selection Techniques
- (ii) Team Development for Supervisors (Frontline Management)
- (iii) Innovation for Supervisors
- (iv) Operational Management
- (v) Customer focus for Supervisors
- (vi) Leadership for Supervisors
- (vii) OHS for Supervisors
- (viii) Restricted Area Movement and security OR Infected Premises Operation Manager

5.5.6 Accelerated Progression -

The Board may grant accelerated progression from Grades 1 and 2 to any year in Grade 2 at any time if the Board certifies that the Ranger is qualified for the progression; has completed all the required Units of study; and is performing above expectation.

Accelerated progression shall take effect from one (1) month after the date of lodgement of a successful application for accelerated progression.

5.5.7 Progression Dates

- (i) The effective date of progression to each Grade or year within a Grade shall be the anniversary of the commencement date of employment.
- (ii) If an employee is granted accelerated progression the employee shall have a progression date one year after the accelerated progression date.
- (iii) If progression date is subject to passing a course, and the course is not available at the date of normal progression, and an application for progression has been made one (1) month before the normal progression date, and if the course is successfully completed, then the progression date is 1 month after a successful written application for progression.
- (iv) The effective date of progression to Level 2 in each Grade is the date that the employee passes all the required units of study, completed the required years of service, is performing satisfactorily as certified by the Manager, and approved by the Chairman of the Board, provided that progression to Level 2 in all Grades shall not be before 1 July 2005.

Appeal

5.5.8 If a Ranger is dissatisfied with the decision of the Manager or Executive Officer or Board on the question of progression or accelerated progression they may invoke the procedures outlined in clause 34 Dispute Settling Procedures.

5.5.9 The State Council may, with the agreement of the Executive of the Rangers Association, substitute a Unit of study for another Unit of study.

5.6 Field Assistants - The salaries of Field Assistants shall be as set out in (6) of Table 1 - Salaries, of Part B, Monetary Rates.

5.6.1

- (i) First year of service in the Board system on a continuous basis is probationary.
- (ii) Initial appointment may be to Level 1 Field Assistant or Level 2 Field Assistant, depending on the duties required to be performed.

Classification Structure for Appointment of Field Assistants:

5.6.2 Level 1 Field Assistant

Appointment to the position of Level 1 Field Assistant depends on the following:

- (i) establishment of the position by the Board; and
- (ii) the person being capable of and required by the Board to perform the following duties:
 - (a) Carry out work in connection with the maintenance of travelling stock routes and reserves and stock watering places, including windmills, fencing, yard building, timber treatment, water storage tanks, troughing and pipelines.
 - (b) Carry out weed control using chemicals, boomsprays, handsprays, misters, hoes and ploughs and spread cochineal and cactoblastis insects.
 - (c) Carry out pest insect control using chemicals, boomsprays, misters and hand sprays.
 - (d) Assist in any other tasks as reasonably required by the Board.

5.6.3 Level 2 Field Assistant

Appointment to the position of Level 2 Field Assistant depends on the following:

- (i) establishment of the position by the Board; and
- (ii) the person being capable of and being required by the Board to perform the following duties:
 - (a) Assist Ranger carrying out pest animal control programs, for example: preparation of bait material, bait deliveries, bait laying, area surveillance, spreading of myxomatosis and Rabbit Calicivirus Disease, use of fumigation equipment, dogging of rabbits.
 - (b) Assist Ranger carrying out pest insect control programs if applicable in employing Board.
 - (c) Assist Ranger in saleyard monitoring of stock.
 - (d) Assist Ranger in lice inspections.
 - (e) Assist Ranger in impounding of stock.
 - (f) Assist District Veterinarian, Ranger or Footrot Advisory Officer in footrot eradication programs.
 - (g) Keep a daily diary and records on weed control, windmill repairs, water pumping repairs, maintenance on holding yards and any other records as required by the Board.
 - (h) Assist Board staff at Field Days.
 - (i) Fixes repair and maintenance vehicles, plant and equipment and carries out basic workshop duties.
 - (j) Carry out work in connection with the maintenance of travelling stock routes and reserves and stock watering places, including windmills, fencing, yard building, timber treatment, water storage tanks, troughing and pipelines.
 - (k) Carry out weed control using chemicals, boomsprays, handsprays, misters, hoes and ploughs and spread cochineal and cactoblastis insects.
 - (l) Carry out pest insect control using chemicals, boomsprays, misters and handsprays.
 - (m) Assist in any other tasks as reasonably required by the Board.

5.6.4 Senior Field Assistant

Appointment to the position of Senior Field Assistant depends on the following:

- (i) Establishment of the position by the Board;
- (ii) Two (2) years service as a Field Assistant or such other experience as the Board deems equivalent;

- (iii) The person being capable of and being required by the Board to perform the following duties:
 - (a) All the duties of a Level 2 Field Assistant at a superior level as determined by the Board.
 - (b) Ability to work without supervision.
 - (c) Capable of carrying out the OH&S policies of the Board

6. Competency and Training

- 6.1 The Board may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of the Rural Lands Protection Boards Conditions (State) Award published 2 December 1994 (282 I.G. 946), as varied, provided that such duties are not designed to promote de-skilling.
- 6.2 The Board may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.
- 6.3 Any direction issued by a Board pursuant to subclauses 6.1 and 6.2 shall be consistent with the Board's responsibilities to provide a safe and healthy working environment.

7. Hours of Work

- 7.1 Hours of work, exclusive of meal breaks, shall not exceed an average of 38 hours per week. Wherever possible, regularised hours of work should be maintained and rosters should be mutually agreed between the Board and the employee. A lunch break of at least 30 minutes must be given to and taken by all employees. No employee shall be required to work continuously for more than 5 hours without a break.
- 7.2 Where an employee, by agreement with the Board, works in excess of 38 hours in any one week, the employee shall be entitled to equivalent time off at a later time, that time to be mutually agreed between the Board and the employee concerned so that, over the period of time concerned, the average number of hours per week the employee works equals 38.
- 7.3 In the absence of an agreement to the contrary, time off in lieu of excess hours shall be acquitted within a four-week period of the excess hours being worked, so that over the four-week cycle the employee works a total of 152 hours.
- 7.4 Provided that, in the absence of an agreement to the contrary, time off in lieu of excess hours not acquitted within a four-week period of the excess hours being worked shall be forfeited.
- 7.5 Provided that an employee and a Board may agree to either:
 - (a) defer the taking of time off in lieu to a date beyond the four-week cycle; or
 - (b) defer the taking of the time off in lieu to be taken in conjunction with annual or other leave.
- 7.6 Provided that all excess time shall be acquitted within one year of its being worked so that, over the 52 weeks of any year, the average ordinary hours worked per week equal 38.
- 7.7 Rangers, Executive Officers, Managers and District Veterinarians are on call for 24 hours each day when it is a reasonable request.
- 7.8 A person leaving the service of a Board with leave in lieu in credit at the date of ceasing duty is not entitled to the monetary value of the hours in credit.
- 7.9 The method to be used to calculate the hourly rate shall be as follows:

Fortnightly Salary = Annual Salary divided by 26.0714

Hourly Rate = Fortnightly Salary divided by 76.0000

8. Overtime

- 8.1 Overtime shall mean one continuous hour or more in excess of 38 hours per week worked at the direction of the Board which, from its character or from special circumstances, cannot be performed in accordance with arrangements under clause 7, Hours of Work.
- 8.2 Payment for overtime worked shall not be made under this award without:
- (i) Board approval for the overtime worked; and
 - (ii) Board approval for the payment of overtime.
- 8.3 Approved paid overtime shall be paid at the following rates:
- (i) For all overtime, other than on Sundays and public holidays, worked in excess of 38 hours per week - at the rate of time and a half for the first two hours and double time thereafter.
 - (ii) For all overtime worked on Sunday - double time for each and every hour; (for overtime worked on public holidays see clause 12).
 - (iii) Overtime rates are not fixed for meal times.
 - (iv) If an employee is absent from duty on any working day during any week in which overtime has been worked by them, the time so lost may be deducted from the total value of overtime worked by them during the week unless there has been granted leave of absence for recreation or on account of illness or unless, in the opinion of the Board, their absence has been caused by circumstances beyond their own control.
 - (v) An employee who works overtime which is not continuous with ordinary working hours shall be paid a minimum payment as for two hours work at the appropriate rate as prescribed by this award.
- 8.4 After completion of the first continuous hour, overtime shall not be paid for periods of less than one-quarter of an hour.
- 8.5 The method to be used to calculate overtime shall be as follows:
- Fortnightly Salary = Annual Salary divided by 26.0714
Hourly Rate = Fortnightly Salary divided by 76.0000
- which shall determine the ordinary-time (single) hourly rate.
- 8.6 To determine appropriate rates, the rate determined in 8.5 above shall be multiplied by 3/2 or 2 as the case may be.
- 8.7 Rangers, Field Assistants, Managers, Executive Officers, Administrative Officers, Administrative Assistants and District Veterinarians accept the system of leave in lieu of overtime as provided in this award.

9. Recreation Leave

- 9.1 Employees shall be entitled to paid recreation leave at the following annual rates:
- (a) 20 working days where the employee's headquarters is in a district in the Eastern Division.
 - (b) 26 working days where the employee's headquarters is in the Central or Western Division.
 - (c) Not more than 40 days recreation leave shall be allowed in any period of 12 months, except with the approval of the Board.

- 9.2 Recreation leave shall not accrue for a period in excess of 50 working days except with the approval of the Board and any excess will be forfeited, provided the Board had not prevented the employee taking their leave when due or approval to accumulate more than the 50 working days had been granted by the Board.
- 9.3 Recreation leave hereunder shall be deemed to accrue from month to month and leave so accrued or any portion thereof may be granted to any employee by the Board at such time as the Board deems convenient.
- 9.4 Where the employment of an employee terminates for any reason whatsoever the employee or their spouse, children, or other dependent relative or legal representative shall be paid the monetary value of accrued recreation leave due, calculated at the rate of remuneration which the employee was receiving at the date when the employee's services terminated. It shall not be paid to another Board..
- 9.5 Recreation leave shall accrue to employees in respect of any period of absence from duty on long service leave. However, recreation leave only accrues at 50% in respect of any long service leave at half pay.
- 9.6 Rangers, Field Assistants, Managers, Executive Officers, Administrative Officers, Administrative Assistants and District Veterinarians will take a minimum of ten consecutive working days as recreation leave during each period of one year after the first year of service.
- 9.7 An employee cannot be paid for recreation leave and also be paid a wage by the Board for working during that period.

10. Recreation Leave Loading

- 10.1 Employees shall be paid an annual leave loading at the rate of 17.5 per cent for a maximum of four (4) weeks of recreation leave or part thereof.
- 10.2 There shall be an annual leave loading year ending 30 November in every year.
- 10.3 The full entitlement to the annual leave loading that the employee has accrued over the previous 12 months is to be paid to the employee on 30 November in every year (except there is no entitlement to accrual in the first year of service) up to a maximum of four weeks; Provided the employee has taken a minimum of 10 consecutive working days as recreation leave in the previous 12 month period, unless prevented by the Board.
- 10.4 The annual leave loading is payable on a pro-rata basis when an employee is granted recreation leave to their credit, (or the monetary value thereof); maternity leave; on transfer to another board; resignation; retirement; or termination of employment; PROVIDED the employee has taken a minimum of 10 consecutive working days as recreation leave in the previous 12 month period, unless prevented by the Board
- 10.5 Broken service during the year does not attract the annual leave loading, e.g., if an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment attracts the annual leave loading, subject to the foregoing conditions.
- 10.6 For the purpose of this clause the services of an employee shall be deemed to have commenced at the date of the person first being employed by a Board and the person's period of service shall not be deemed to have been interrupted:
- (1) by the person ceasing to be employed by one Board and immediately thereafter, except for a period of any award leave to which the person was entitled, commencing employment with another Board; or
 - (2) by the person having served or trained in the defence of the Commonwealth.

- 10.7 Rate of Payment - The annual leave loading is to be calculated on the salary as at November 30, or the granting of maternity leave, resignation, retirement or termination of employment, whichever is applicable.
- 10.8 On appointment to another Board, the annual leave loading is payable on a pro-rata basis to that Board and any leave taken while at the previous Board is taken into account at the new Board.

11. Long Service Leave

11.1 Long Service Leave

- (a) Every employee who has had ten years service shall be entitled to 44 working days leave on full pay or, with the approval of the board, 88 working days on half pay. After service in excess of ten years the employee shall be entitled to further leave proportionate to their length of service after ten years, calculated on the basis of 110 working days on full pay or, with the approval of the Board, 220 working days on half pay for ten years served after initial service of ten years. The approval of the Board shall not be unreasonably withheld.
- (b) Three months notice shall be given by the employee to the Board for long service leave of 4 weeks or more, and reasonable notice shall be given for long service leave of less than 4 weeks, unless special circumstances exist for the taking of such leave.
- (c) The Board shall give to the employee, and the employee shall take the leave having regard to the needs of the Board.
- 11.2 If a public holiday falls within the period of long service leave, the period of leave is extended by one working day in respect of that holiday.
- 11.3 Where service of an employee with at least five years service and less than ten years service terminates for any reason other than the employee's serious or wilful misconduct, the employee shall be entitled to proportionate payment of such leave, calculated on the basis of two months leave for ten years of service.
- 11.4 Where the service of an employee with at least ten years of service terminates by reason of resignation, retirement or dismissal for any cause, the employee shall be entitled to leave pursuant to subclause 11.1 of this clause, if not already taken and in addition to the amount of leave proportionate to the employee's length of service after ten years calculated on the basis of five months on full pay after service of ten years; provided that resignation for the purpose of immediately commencing employment with another Board shall not be deemed to be resignation for the purpose of this subclause.
- 11.5 Where the service of an employee with at least five years service and less than ten years service terminates by reason of their death, their next of kin or nominated beneficiary shall be entitled to receive the monetary value to which the employee would have been entitled, had the person's services been terminated for any of the reasons set out in subclause 11.4 of this clause, computed at the rate of salary such employee received at the time of death.
- 11.6 When an employee who is entitled to long service leave with pay dies before entering upon such leave or after entering upon such leave dies before its termination, their next of kin or nominated beneficiary shall be entitled to receive the monetary value of the leave not taken or not completed.
- 11.7 When an employee who is entitled to long service leave resigns or has retired, such employee shall be entitled to receive forthwith the monetary value of such leave.
- 11.8 In case of necessity, the Board may grant leave of absence without salary.

- 11.9 For the purpose of this clause the services of an employee shall be deemed to have commenced at the date of the person first being employed by a Board and the person's period of service shall not be deemed to have been interrupted:
- (a) by the person ceasing to be employed by one Board and immediately thereafter, except for a period of any award leave to which the person was entitled, commencing employment with another Board; or
 - (b) by the person having served or trained in the defence of the Commonwealth Employment with another Board.
- 11.10 When an employee is immediately employed by another Board, the former employing Board shall pay to the newly employing Board a pro-rata payment of the cash equivalent of the contingent liability based on 44 working days for 10 years service. Example for 2.5 years service, payment will be 11 working days pay as per Table 3, Long Service Leave Accrual.
- 11.11 In addition, where the employee has had more than 10 years service, the former employing Board shall pay the newly employing Board a pro-rata payment based on 110 working days per 10 years after the initial service of 10 years.
- 11.12 Long service leave is calculated on the basis of a 5 day week in accordance with Table 3.
- 11.13 "Service" for the purposes of this award means continuous service as defined in Section 4 clause (11) of the *Long Service Leave Act 1955*.

12. Public Holidays

- 12.1 In addition to recreation leave provided for in clause 9, Recreation Leave, employees shall be entitled to the following public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, next working day after Boxing Day and any days appointed by the Governor by proclamation in the Gazette to be observed as a public holiday within the town in which the Board's office is situated.
- 12.2 A Board may allow an employee to accrue sufficient excess hours to enable the employee to take time off in lieu during the days between the next working day after Boxing Day and New Year's Day.
- 12.3 All time worked on a public holiday at the direction of the Board shall be paid for at the rate of double time and a half. Alternatively, employees who work on a public holiday may, by mutual agreement, perform such work at ordinary rates, provided that leave at the rate of time and a half is added to the employee's annual leave, or one working day and a half in lieu of such public holiday shall be allowed to the employee within 28 days of such holiday falling due.
- 12.4 If an employee is requested by the Board to work on a Saturday or Sunday at a Field Day, the employee is entitled to leave-in-lieu at 1.5 hours for each hour on duty.

13. Special Leave

Special leave with pay shall be granted to employees in certain circumstances as listed below. A Board may, from time to time, specify other purposes for which special leave may be granted. Special leave applies to activities which are not regarded as being on duty covered by other forms of leave.

- 13.1 Jury Service
- (a) An employee is to be granted special leave for the purpose of attending a court for jury service, subject to the employee presenting a certificate of attendance from the Registrar or Sheriff and paying all jury fees, other than travelling expenses, to the Board.
 - (b) Special leave is not available if jury service falls during a period of absence on recreation leave or long service leave, etc.

- (c) When special leave is not applied for, i.e., where a person elects to take recreation leave, leave without pay, etc., the jury fee may be retained by the employee.
- 13.2 Acting as a member of an industrial committee - An employee appointed as a member of an industrial committee under the provisions of the *Industrial Relations Act 1996* is to be granted special leave for such time as is necessary for committee deliberations.
- 13.3 Travelling to another centre for medical examination - Employees required to travel to another centre for medical examination at the direction of the Board are to be granted special leave for the time they are necessarily absent from duty.
- 13.4 First-aid officers attending courses to train or retrain first-aid officers - Special leave is available for attendance at courses conducted to train or retrain first-aid officers in order to meet Board needs. In such cases the cost of the course will be met from Board funds, provided that the person is nominated by the Board to attend the course.
- 13.5 Blood Donors - Employees shall be granted special leave to give blood, with such leave being restricted to the time reasonably necessary.
- 13.6 Defence Forces Reserves - Special leave is available to employees who are members of the Defence Forces Reserves for the purpose of travelling to annual camp and attendance at medical examinations.

14. Short Leave

- 14.1 An employee, other than a casual employee, shall be entitled to up to three working days short leave without deduction of pay on each occasion of the death of a person prescribed in subclause 14.3 below. If such leave in any case exceeds three working days in any 12-month period, the excess shall be deducted from any recreation leave due to the employee, or the Board may grant leave of absence without salary.
- 14.2 The employee must notify the Board as soon as practicable of the intention to take short leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- 14.3 Short leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in 15A.1 (c) (ii), provided that for the purpose of short leave, the employee need not have been responsible for the care of the person concerned.
- 14.4 An employee shall not be entitled to short leave under this clause during any period in respect of which the employee has been granted other leave.
- 14.5 Short leave may be taken in conjunction with other leave available under subclauses 15A.2, 15A.3, 15A.4, 15A.5 and 15A.6 in clause 15A. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- 14.6 An employee being an ex-service person may be granted special leave of absence with full pay in one or more periods up to a maximum of seven working days in any period of 12 months for the following purposes:
- (a) to Attend a Hospital Or Visit a Medical Officer for a Pension Application, Appeal Or Review;
 - (b) to attend a hospital or medical officer for periodical examination or attention;
 - (c) to attend a hospital, medical practitioner, specialist, artificial limb maker, maker of surgical appliances or factory for the supply, replacement or repair of an artificial limb or surgical appliance.

15. Sick Leave

- 15.1 Where the Board is satisfied that an employee is unable to perform their duties on account of ill health, it may grant absence on full pay for the relevant period set out in paragraph (a) of this subclause or the period set out in paragraph (b) of this subclause, whichever is the longer:
- (a) during the first year of service, at the rate of twelve (12) working days per year accrued pro-rata; during the second year of service and thereafter, 20 working days in any period of 12 months
- or, alternatively:
- (b) by accumulating a period calculated by allowing ten (10) working days for each completed year of service and deducting therefrom the period of sick leave on full pay taken by an employee during the person's period of service, provided that:
 - (i) leave under this clause shall not be granted for a continuous period in excess of 120 working days;
 - (ii) the maximum period of sick leave on full pay which may be granted to an employee during their service shall not exceed 400 working days, unless specially approved by the employing Board.
 - (c) The benefits conferred by this clause shall be deemed to accrue as from the date of the employee being first employed by a Board and there has been no interruption of service except for a period of any award leave to which the person was entitled.
- 15.2 The employee shall, as soon as practicable from the commencement of such absence, inform the Board or the Board's representative of the employee's inability to attend for duty and the estimated duration of absence.
- 15.3 The Board, on being satisfied that further leave in addition to that provided for in subclause 15.1 of this clause is necessary on account of illness, may grant such further leave on such terms as it may consider appropriate in the circumstances of the case.
- 15.4 Any employee absent on account of illness for any period exceeding three consecutive working days shall submit to the Board a medical certificate, and the Board may require provision of a medical certificate in respect of absence for a shorter period owing to illness.
- 15.5 The Board may send a medical practitioner or may send an employee to a medical practitioner to examine any employee who is absent from duty on account of illness and, if the Board is satisfied by the report of such medical practitioner that the illness of such employee has been caused by the person's own misconduct, the fee of the medical practitioner and the employee's salary for each working day of absence shall be deducted from any monies due or to become due to the employee. Any employee aggrieved by any such deduction may appeal in accordance with the procedures in clause 32, Dispute Settling Procedures.
- 15.6
- (a) If the Board has reason to believe an employee is in such a state of health as to render them a danger to their fellow officers or to the public, it may require the employee to obtain and furnish a report of the person's condition from a duly qualified medical practitioner for examination either by a Government medical officer or by a medical practitioner named by the Board. The required report is to be provided at the Boards expense.
 - (b) Upon receipt of the medical report the Board may direct the employee to absent themselves from their duties for a specified period and the employee's absence shall be regarded as absence on leave owing to illness and such leave shall be granted on terms and conditions set out in this clause.

- 15.7 If the absence from duty of an employee arises from circumstances which may give rise to a claim for payment under the *Workers' Compensation Act* 1988, the employee concerned may be paid salary to the extent of the sick leave for which the person is eligible in accordance with this clause and such payment shall be regarded as being made pending determination of the conditions on which leave shall be granted and shall be adjusted when such determination has been made.
- 15.8 Payments made in accordance with subclause 15.7 of this clause shall be regarded as inclusive of compensation (other than medical expenses) to which the employee may be entitled under the said Act.
- 15.9 Where the employee is injured or becomes ill under circumstances which may render the person eligible to claim compensation under the said Act and such employee states that they do not intend to claim workers compensation, leave with pay shall not be granted to such employee.
- 15.10 Where the circumstances of any injury to or illness of an employee may give rise to a claim for damages or compensation otherwise than under the said Act, sick leave may be granted by the Board in accordance with this clause, upon completion by the employee of an undertaking in a form approved by the Board that, in the event of the person's recovering damages or compensation in respect to the injury or illness, the person shall repay to the Board the monetary value of any sick leave granted in respect of such injury or illness.
- 15.11 All accumulated sick leave is to be transferred to another Board where the employee is appointed from one Board to another Board without a break in service, except for accumulated leave under this award.

15A. State Personal and Carer's Leave Case - August 1996

15A.1 Use of Sick Leave:

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c) of this subclause who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 15, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single working day.
- (b) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care of the person concerned; and
- (ii) the person concerned being:
- (A) a spouse of the employee; or
- (B) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (C) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

- (E) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
- (1) "relative" means a person related by blood, marriage or affinity;
 - (2) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (3) "household" means a family group living in the same domestic dwelling.
- (d) An employee 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 that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

15A.2 Unpaid Leave for Family Purpose:

- (a) An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause 15A.1 who is ill.

15A.3 Annual Leave:

- (a) An employee may elect with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five working days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.

15A.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 within 12 months of the said election.
- (b) Overtime taken as time off during ordinary-time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

15A.5 Make-up Time:

- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

15A.6 Rostered Days Off:

- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (b) An employee may elect, with the consent of the employer, to take rostered days off in part- day amounts.
- (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
- (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise, of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

16. Parental Leave

16.1 Subject to the terms of this clause, employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

16.2 Definitions - For the purpose of this clause:

- (a) "Employee" includes a part-time employee but does not include an employee engaged upon casual or seasonal work.
- (b) "Paternity Leave" means leave of the type provided for in subclause 16.4.
- (c) "Maternity Leave" means leave of the type provided for in subclause 16.3 (and includes special maternity leave).
- (d) "Child" means a child of the employee under the age of one year.
- (e) "Spouse" includes a de facto spouse.
- (f) "Primary Care Giver" means a person who assumes the principal role of providing care and attention for a child.
- (g) "Continuous service" means service under an unbroken contract of employment with a Board or Boards and includes:
 - (i) any period of leave taken in accordance with this subclause;
 - (ii) any period of leave or absence authorised by the Board or by the award.

16.3 Maternity Leave:

16.3.1 Nature of Leave - Maternity leave is unpaid leave.

16.3.2 Eligibility for Maternity Leave - An employee who becomes pregnant, upon production to her employer of the certificate required by paragraph 16.3.3 hereof, shall be entitled to a period of up to 52 weeks maternity leave, provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse and, apart from paternity leave of up to one week at the time of confinement, shall not be taken concurrently with paternity leave.

Subject to paragraphs 16.3.5 and 16.3.8 of this subclause, the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

The employee must have had at least 12 months' continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

- 16.3.3 Certification - When applying for maternity leave the employee must produce to her employer a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement.

The employee must also produce to her employer a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

- 16.3.4 Notice Requirements

- (a) An employee shall, not less than ten weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.
- (b) An employee shall give not less than four weeks notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.
- (c) An employer by not less than 14 days' notice in writing to the employee may require her to commence maternity leave at any time within the six weeks immediately prior to her presumed date of confinement.
- (d) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with subparagraph (b) of this paragraph if such failure is occasioned by the confinement occurring earlier than the presumed date.

- 16.3.5 Transfer to a safe job - Where, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of paragraphs 16.3.9, 16.3.10, 16.3.11 and 16.3.12 of this subclause.

- 16.3.6 Variation of period of maternity leave

- (a) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under paragraph 16.3.2 of this subclause:
 - (i) the period of maternity leave may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employer and the employee.
- (b) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

16.3.7 Cancellation of maternity leave

- (a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.
- (b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

16.3.8 Special maternity leave and sick leave

- (a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child, then:
 - (i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or
 - (ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a registered medical practitioner certifies as necessary before her return to work.
- (b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is entitled and such further unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed the period to which the employee is entitled under paragraph 16.3.2 of this subclause.
- (c) For the purposes of paragraphs 16.3.9, 16.3.10 and 16.3.11 of this subclause, maternity leave shall include special maternity leave.
- (d) An employee returning to work after the completion of a period of leave taken pursuant to this paragraph shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph 16.3.5 of this clause, to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

16.3.9 Maternity leave and other leave entitlements

- (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph 16.3.2 of this subclause, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during her absence on maternity leave.

16.3.10 Effects of maternity leave on employment

Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on maternity leave shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

16.3.11 Termination of employment

- (a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.
- (b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

16.3.12 Return to work after maternity leave

- (a) An employee shall confirm her intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
- (b) An employee, upon returning to work after maternity leave or the expiration of the notice required by subparagraph (a) of this paragraph, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to paragraph 16.3.5 of this subclause, to the position which she held immediately before such transfer or, in relation to an employee who has worked part-time during the pregnancy, the position she held immediately before commencing such part - time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

16.3.13 Replacement employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.
- (b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

16.4 Paternity Leave:

16.4.1 Nature of Leave - Paternity leave is unpaid leave.

16.4.2 Eligibility for paternity leave - A male employee, upon production to his Board of the certificate required by paragraph 16.4.3 shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (a) an unbroken period of up to one week at the time of confinement of his spouse;

- (b) a further unbroken period of up to 51 weeks in order to be the primary care-giver of a child, provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee's spouse and shall not be taken concurrently with that maternity leave.

The employee must have had at least 12 months' continuous service with the Board immediately preceding the date upon which he proceeds upon either period of leave.

16.4.3 Certification

- (a) When applying for paternity leave the employee must produce to his employer a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date on which the birth took place.
- (b) In relation to any period to be taken under subparagraph (b) of this paragraph, the employee must also produce a statutory declaration stating:
 - (i) he is seeking that period of paternity leave to become the primary care-giver of a child;
 - (ii) particulars of any period of maternity leave sought or taken by his spouse; and
 - (iii) for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

16.4.4 Notice Requirements

- (a) The employee shall, not less than ten weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certification required in paragraph 16.4.3 of this subclause.
- (b) The employee shall not be in breach of this paragraph as a consequence of failure to give the notice required in subparagraph (a) of this paragraph, if such failure is due to:
 - (i) the birth occurring earlier than the expected date; or
 - (ii) the death of the mother of the child; or
 - (iii) other compelling circumstances.
- (c) The employee shall immediately notify his employer of any change in the information provided pursuant to paragraph 16.4.3 of this subclause.

16.4.5 Variation of period of paternity leave

- (a) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under paragraph 16.4.2 of this subclause:
 - (i) the period of paternity leave provided by subparagraph (b) of paragraph 16.4.2 may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employer and the employee.
- (b) The period of paternity leave taken under subparagraph (b) of paragraph 16.4.2 of this subclause may, with the consent of the employer, be shortened by the employee giving not

less than 14 days' notice in writing stating the period by which the leave is to be shortened.

16.4.6 Cancellation of paternity leave

Paternity leave, applied for under subparagraph (b) of paragraph 16.4.2 of this subclause but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

16.4.7 Paternity leave and other leave entitlements

- (a) Provided the aggregate of any leave, including leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph 16.4.2 of this subclause, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during his absence on paternity leave.

16.4.8 Effect of paternity leave on employment

Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

16.4.9 Termination of employment -

- (a) An employee on paternity leave may terminate his employment at any time during the period of leave by notice given in accordance with this award.
- (b) An employer shall not terminate the employment of an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

16.4.10 Return to work after paternity leave

- (a) An employee shall confirm his intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by subparagraph (b) of paragraph 16.4.2.
- (b) An employee, upon returning to work after paternity leave or the expiration of the notice required by subparagraph (a) of this paragraph, shall be entitled to the position which he held immediately before proceeding on paternity leave or, in relation to an employee who has worked part-time under this clause, to the position he held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, he shall be entitled to a position as nearly comparable in status and pay to that of his former position.

16.4.11 Replacement employees -

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.
- (b) Before a Board engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

- (c) Before a Board engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

16.5 Adoption Leave:

16.5.1 Nature of Leave - Adoption leave is unpaid leave.

16.5.2 Definitions - For the purposes of this subclause:

- (a) "Child" means a person under the age of five years who has not previously lived continuously with the employee concerned for a period of six months, or who is not a child or stepchild of the employee or of the spouse of the employee and is placed with the employee for the purpose of adoption.
- (b) "Relative adoption" occurs where a child, as defined, is adopted by a parent, spouse of a parent or other relative being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

16.5.3 Eligibility

An employee, upon production to the employer of the documentation required by paragraph 16.5.4 of this subclause shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

- (a) an unbroken period of up to three weeks at the time of the placement of the child;
- (b) an unbroken period of up to 52 weeks from the time of its placement in order to be the primary care giver of the child. This entitlement shall be reduced by:
 - (i) any period of leave taken pursuant to subparagraph (a) of this paragraph; and
 - (ii) the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse.

Such leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse.

The employee must have had at least 12 months' continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave in either case.

16.5.4 Certification

Before taking adoption leave the employee must produce to the Board:

- (a)
 - (i) a statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
 - (ii) a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.

- (b) In relation to any period of leave to be taken under subparagraph (b) of paragraph 16.5.3, a statutory declaration stating:
 - (i) the employee is seeking adoption leave to become the primary care giver of the child;
 - (ii) particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - (iii) for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

16.5.5 Notice requirements

- (a) Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within two months of such approval shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.
- (b) An employee who commences employment with an employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months' continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave.
- (c) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but not later than 14 days before such placement, give notice in writing to the employer of such date and of the date of the commencement of any period of leave to be taken under subparagraph (b) of paragraph 16.5.3.
- (d) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under subparagraph (b) of paragraph 16.5.3, give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.
- (e) An employee shall not be in breach of this subclause as a consequence of failure to give the stipulated period of notice in accordance with subparagraphs (c) and (d) of this paragraph if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

16.5.6 Variation of period of adoption leave

- (a) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under paragraph 16.5.3:
 - (i) the period of leave taken under subparagraph (b) of paragraph 16.5.3 may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;
 - (ii) the period may be further lengthened by agreement between the employer and employee.
- (b) The period of adoption leave taken under subparagraph (b) of paragraph 16.5.3 hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

16.5.7 Cancellation of adoption leave

- (a) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.
- (b) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

16.5.8 Special leave

The Board shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the Board may require the employee to take such leave in lieu of special leave.

16.5.9 Adoption leave and other entitlements

- (a) Provided the aggregate of any leave, including adoption leave taken under this subclause, does not exceed the period to which the employee is entitled under paragraph 16.5.3 of this subclause, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.
- (b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during the employee's absence on adoption leave.

16.5.10 Effect of adoption leave on employment

Subject to this subclause, notwithstanding any award or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

16.5.11 Termination of employment

- (a) An employee on adoption leave may terminate the employment at any time during the period of leave by notice given in accordance with this award.
- (b) A Board shall not terminate the employment of an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

16.5.12 Return to work after adoption leave

- (a) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by subparagraph 16.5.3 of this clause.
- (b) An employee, upon returning to work after adoption leave shall be entitled to the position held immediately before proceeding on such leave or, in relation to an employee who has worked part-time under this clause, the position held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of the employee's former position.

16.5.13 Replacement employees

- (a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.
- (b) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (c) Before a Board engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this subclause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.
- (d) Nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

16.6 Part-time work:

16.6.1 Definitions - For the purposes of this subclause:

- (a) "Male employee" means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.
- (b) "Female employee" means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.
- (c) "Former position" means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this subclause, whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.

16.6.2 Entitlement - With the agreement of the employer

- (a) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.
- (b) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.
- (c) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.
- (d) A female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

16.6.3 Return to former position

- (a) An employee who has had at least 12 months' continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.
- (b) Nothing in subparagraph (a) of this paragraph shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

- 16.6.4 Subject to the provisions of this subclause and the matters agreed to in accordance with paragraph 16.6.5 of this subclause, part-time employment shall be in accordance with the provisions of this award which shall apply pro rata.
- 16.6.5 Part-time work agreement -
- (a) Before commencing a period of part-time employment under this subclause the employee and the employer shall agree:
 - (i) that the employee may work part-time;
 - (ii) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;
 - (iii) upon the classification applying to the work to be performed; and
 - (iv) upon the period of part-time employment.
 - (b) The terms of this agreement may be varied by consent.
 - (c) The terms of this agreement or any variation to it shall be produced in writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.
 - (d) The terms of this agreement shall apply to part-time employment.
- 16.6.6 Termination of employment - The employment of a part-time employee under this clause may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposed to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.
- 16.6.7 Overtime - An employer may request, but not require, an employee working part-time under this clause to work overtime.
- 16.6.8 Nature of part-time work - The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this award.
- 16.6.9 Inconsistent award provisions - An employee may work part-time under this clause notwithstanding any other provision of this award which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:
- (a) limiting the number of employees who may work part-time;
 - (b) establishing quotas as to the ratio of part-time to full-time employees;
 - (c) prescribing a minimum or maximum number of hours a part-time employee may work; or
 - (d) requiring consultation with, consent of or monitoring by a union; and such provisions do not apply to part-time work under this clause.
- 16.6.10 Replacement employees -
- (a) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this subclause.

- (b) A replacement employee may be employed part-time. Subject to this paragraph, paragraphs 16.6.4, 16.6.5, 16.6.6 and 16.6.9 of this subclause apply to the part-time employment of a replacement employee.
- (c) Before an employer engages a replacement employee under this paragraph, the employer shall inform the person of the temporary nature of the employment and of the rights of the employee who is being replaced.
- (d) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of subparagraph (g) of subclause 16.2 of this clause.

17. Dissolution of a Board

Where a Board is dissolved, by reason of its amalgamation with another Board, or otherwise, the following provisions shall apply with respect to the employees of the dissolved Board, provided that they have been employed by the dissolved Board for a continuous period of at least 12 months immediately prior to the dissolution of the dissolved Board:

- (a) If after the dissolution they are employed by the Board which assumes all or part of the functions of the dissolved Board (hereinafter called the new Board), the employee during the first two years of their employment by the new Board or until their employment is terminated, whichever is the shorter period, shall be paid a salary at a rate which, except for basic wage variations, will not be less than the rate which they were being paid immediately before the date of dissolution of the dissolved Board.
- (b) If after the dissolution the employee is not employed by the new Board or if their employment is terminated by the new Board, other than for misconduct, within two years of the date of dissolution of the dissolved Board the employee shall, on the termination of their employment, be paid by the dissolved Board, if not employed by the new Board or by the new Board if they are so employed, a sum equal to five weeks salary for each year of continuous service as an employee of Rural Lands Protection Boards, at a rate equal to the average weekly amount of their salary during the fifty-two weeks immediately preceding the date of dissolution of the dissolved Board; provided that in no circumstances shall the total amount payable under this clause exceed a sum equal to 104 weeks salary at such rate.

18. Change, Redundancy and Termination,

18.1 Change - Board's Duty to Notify Change:

- (a) Where a Board has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Board shall notify the employees who may be affected by the proposed changes; the Council; and the Association and/ or Union as appropriate.
- (b) "Significant Effects" include termination of employment, major changes in the composition, operation or size of the Board's workforce or in the skills required; the elimination of 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 provisions for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

18.2 Board's Duty to Discuss Change:

- (a) The Board shall discuss with the employees affected and the Association and/or Union, the introduction of the changes referred to in subclause 18.1 of this clause, the effects the changes are likely to have on employees, 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 Association and/or Union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the Board to make the changes referred to in subclause 18.1 of this clause.

- (c) For the purposes of such discussion, the Board shall provide in writing to the employee concerned and the Association and/or 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 Board shall not be required to disclose confidential information, the disclosure of which would be inimical to the Board's interest.

18.3 Redundancy:

(a) Discussions Before Terminations

- (i) If a Board has made a definite decision that it wishes to delete an occupied position and if such a decision may lead to termination of employment, the employer shall hold discussions with any affected employees and with the Association and/or Union and with the Council.
- (ii) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of subparagraph (i) of this paragraph and shall cover any reasons for the proposed terminations, measures to avoid or minimise terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- (iii) For the purposes of the discussions the employer shall, as soon as practicable, provide in writing to the employees concerned and to the Council and Association and/or 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, the number of workers normally employed and the period over which the terminations are likely to be carried out.

(b) Transfer to Lower-paid Duties

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

- (c) Severance Pay - In addition to the period of notice prescribed for ordinary termination in this award and subject to further order of the Industrial Relations Commission of New South Wales, an employee whose employment is terminated for reasons set out in subparagraph (i) of paragraph (a) hereof shall be entitled to two weeks' pay for every year of service, to a maximum of 26 weeks pay.

"Weeks pay" means the ordinary-time rate of pay for the employee concerned.

- (d) Employee Leaving During Notice Period - An employee whose employment is terminated for reasons set out in subparagraph (i) of paragraph (a) hereof may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits under this clause had they remained with the Board until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (e) Alternative Employment - A Board in a particular redundancy case may make application to the Commission to have the general severance pay prescription varied if the Board obtains acceptable alternative employment for an employee.

- (f) Time Off During Notice Period
- (i) During the period of notice of termination given by the Board, an employee shall be allowed up to one working day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (ii) If the employee has been allowed paid leave for more than one working day during the notice period for the purpose of seeking other employment the employee shall, at the request of the Board, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- (g) Employees With Less Than One Year's Service - This clause shall not apply to employees with less than one year's continuous service and the general obligation on Boards should be no more than to give relevant 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.
- (h) Employees Exempted - 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 specific task or tasks.

18.4 Termination:

- (a) Nothing in this award shall affect the right of the Board to dismiss an employee without notice for neglect of duty or misconduct or inefficiency or incompetence, in which case wages shall be paid to the time of dismissal, provided that no employee shall be dismissed without notice for:
- (i) sickness, accident or injury if he or she informs the Board or the Board's representative within a reasonable time prior to or after the commencing time on any day of his or her inability to commence duty on that day;
- (ii) any other reasonable cause if he or she informs the Board or the Board's representative within a reasonable time prior to or after the commencing time on any day of his or her inability to commence duty on that day.
- (b) Notwithstanding anything hereinbefore contained, an employee shall not be given notice or dismissed, except for misconduct, while legitimately absent from duty on accrued sick leave or annual leave.
- (c) An employee not attending for duty shall lose pay for the time of non-attendance unless payment for such non-attendance is permitted under the provisions of this award and the non-attendance was accordingly authorised.
- (d)
- (i) Notice of termination by a Board:
- (1) In order to terminate the employment of an employee the Board shall give to the employee the following written notice:

Period of Continuous Service	Period of Notice
Less than one year	1 week
1 year and up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice in section (1) hereof, employees over 45 years of age at the time of the giving of the notice, with not less than 2 years' continuous service, shall be entitled to an additional week's notice.
 - (3) Payment in lieu of the prescribed notice in section (1) hereof 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.
 - (4) In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.
 - (5) The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal such as malingering, misconduct, incompetence, inefficiency or neglect of duty or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.
- (ii) Where a Board has given notice of termination to an employee, an employee shall be allowed up to one working day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the employee after consultation with the Board or the Board's representative.
 - (iii) The Board 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 his or her employment and the classification of or type of work performed by the employee.
 - (iv) Termination of employment by a Board shall not be harsh, unjust or unreasonable. For the purposes of this clause, termination of employment shall include terminations with or without notice. Without limiting the above, except where a distinction, exclusion or preference is based on the inherent requirements of a particular position, termination on the grounds of race, colour, sex, sexual preference, marital status, family responsibilities, pregnancy, religion, political opinion, union membership or activity, non-union membership or activity, national extraction and social origin shall constitute a harsh, unjust or unreasonable termination of employment.
- (e) Notice of Termination by Employee

The notice of termination required to be given by an employee shall be the same as that required of a Board save and except that there shall be no additional notice based on the age of the employee concerned. If an employee fails to give the required notice, the Board shall have the right to withhold moneys due to the employee of an amount equal to the period of notice not given.

19. Removal Expenses

- 19.1 With the prior approval of the employing Board, where a current employee of a Board is required to change domicile in order to take up a position of Manager, Executive Officer, Customer Service Officer, Office Coordinator or Ranger, such an employee is entitled to reimbursement of up to \$1,500 for actual reasonable removal expenses on the production of receipts.
- 19.2 Where a District Veterinarian applies for a position in another district in answer to an advertisement and is appointed, the District Veterinarian shall be eligible for the removal expenses as detailed in subclause 19.3

19.3

- (a) The actual cost of conveyance of the District Veterinarian and their family transferring from one district to another, together with reasonable expenses of removal of furniture and effects, shall be allowed.
- (b) Application for expenses in respect of removal of furniture and effects shall be presented to the Board and shall be accompanied by:
 - (i) an inventory of the furniture and effects including the appropriate gross weight; and
 - (ii) quotations from carriers for the cost of removal. The quotations shall be obtained, where practicable, from at least two carriers and should show the cost of removal from house to house.
- (c) The liability of the Board for removal expenses shall be limited to the amount specified in the approved quote, but the furniture and effects may be removed in any way the District Veterinarian chooses. The Board shall in no case be responsible for any damage done to furniture and effects in the course of removal, but shall reimburse the amount of the premium in respect of an insurance policy effected by the District Veterinarian up to the maximum rate currently charged by the tariff insurance companies to cover such risks as collision, fire, overturning of vehicles and other risks for which a common carrier is not normally liable, subject to the maximum insurable value of the furniture and effects not exceeding \$40,000.

19.4 Where a District Veterinarian whose removal expenses are being paid by the Board finds it necessary to secure board and lodging for self and dependant relatives while waiting:

- (a) to commence or continue the journey to the new location; or
- (b) to secure a residence or accommodation at the new location,

the District Veterinarian shall be allowed one half of the actual cost so incurred for a period not exceeding one week in the first case and four weeks in the second. If the Board is satisfied that the District Veterinarian has made every reasonable but unsuccessful endeavour to secure a home or accommodation at the destination, the allowance may be continued for an additional period not exceeding four weeks. In special cases where the Board is satisfied that a further continuation of the allowance is warranted, an allowance not exceeding \$25 per week may be granted for an additional period not exceeding five weeks.

20. Conference Attendance and Industrial Leave

- 20.1 Attendance at conferences of the District Veterinarians, Rangers, Managers, and Customer Service Officers or any other conference or meeting where attendance is required by the Board or State Council, the employee shall be deemed to be on their normal duties.
- 20.2 Any member of the PSA Departmental Committee or an AWU Branch Executive when attending a meeting of the committee approved by the PSA or AWU respectively shall be granted leave on full pay while so attending but expenses will not be paid by the Board or the State Council but the employee shall be covered by workers compensation insurance while on such leave in accordance with the Workers Compensation Act.
- 20.3 The PSA and AWU or its delegates shall notify the State Council of the members of the PSA Departmental Committee or AWU Branch Executive respectively required to attend such meeting and the date of such meeting.
- 20.4 Any member of the Joint Consultative Committee attending a meeting with the State Council shall be granted leave on full pay while so attending but expenses will not be paid by the Board or the State Council but the employee shall be covered by workers compensation insurance while on such leave in accordance with the Workers Compensation Act.

21. Living Allowance

- 21.1 An employee who as at 1 January 1995 was receiving a living allowance shall continue to do so. Such allowances are set out in Items 2, 3 and 4 of Table 2 - Allowances, of Part B, Monetary Rates.
- 21.2 No further increases will apply to these allowances.

22. Travelling Allowance

Where an Employee Travels on Official Duty with the Approval of the Board the employee shall be allowed:

- (a) The use of a Board vehicle or the cost of conveyance by rail, bus or aircraft and, in the case of emergency, cost of hiring a car or other vehicle.
- (b) If the employee's private car is used, an amount as set out in Item 5 of Table 2 - Allowances, of Part B, Monetary Rates, shall be paid or such higher rates as apply to NSW Public Servants as published in the Public Service Notices.
- (c) These provisions shall also be applicable to employees when attending conferences.

23. Accommodation Allowance

23.1 Where overnight accommodation is required -

- (a) Where in the course of duties, an employee is required to spend one or more nights away from home with the prior approval of the Board, the employee shall be entitled to all reasonable actual expenses, providing receipts are produced to the Board together with an incidental expenses allowance set out in Item 6 of Table 2. Expenses include accommodation, breakfast, lunch, dinner and transport costs. Transport costs are specified in clause 22, Travelling Allowance.
- (b) As an alternative to actual expenses, the employee may elect to receive the accommodation allowance as set out in Item 7 of Table 2 - Allowances, of Part B, Monetary Rates, (or such higher rates as apply to NSW Public Servants as published in the Public Service Notices) without providing receipts to the Board. The accommodation allowance for the Capital City of Sydney applies to accommodation where the telephone number commences with the numbers 028 or 029 in accordance with the Premiers Directions.
- (c) The accommodation allowance is calculated on the hourly basis from the time that the employee leaves home or place of employment until the time that the employee returns home or to the place of employment. The accommodation allowance covers accommodation, breakfast, lunch, dinner and incidentals but does not cover transport costs. Transport costs can be claimed in addition to the allowance.

23.2 Cost of Meals - One day Journeys

Where overnight accommodation is not required -

Where the Board is satisfied that an employee reasonably incurs additional expenses for breakfast, lunch or dinner, the employee may be reimbursed the actual cost of breakfast, lunch or dinner up to the amounts set out in Items 8, 9 and 10 of the said Table 2, or such higher amounts as apply to NSW Public Servants as published in the Public Service Notices, providing receipts are produced to the Board.

23.3 Production of Receipts

Payment of any actual expenses shall be subject to the production of receipts, or as provided by State Council Guidelines.

24. Camping Allowance

Where the employee is directed to camp, conditions and allowances shall be as follows:

- (i)
 - (a) A permanent solid floor structure, externally clad and internally lined.
 - (b) A bed and mattress and pillow.
 - (c) A lockable door and windows that are fly screened.
 - (d) Table and chairs.
 - (e) Artificial lighting.
 - (f) Heating if required.
 - (g) Shower facilities with hot and cold water.
 - (h) Toilet facilities that are fly proof.
 - (i) Kitchen equipped with stove, cooking equipment as required, utensils, storage, sink with water, refrigerator, cleaning equipment and materials for cleaning.
 - (j) Adequate supplies of fresh drinking water.
- (ii) In the event of there being no permanent structure, the Board shall provide a caravan with amenities equivalent to those required above.
- (iii) Where the Board is unable to provide such equipment specified above, with Board approval the employee shall be:
 - (a) reimbursed for the cost of hiring such equipment upon production of receipts; or
 - (b) be paid the daily allowance for providing their own equipment.
- (iv) An employee may provide their own bedding or sleeping bag and be paid the bedding allowance. Otherwise the employer shall provide necessary sheets, blankets or sleeping bag.
- (v) Camping allowance and amounts per day as set out in Items 11-14 of Table 2 - Allowances, of Part B, Monetary Rates or such higher amounts as apply to NSW Public Servants as published in the Public Service Notices.

25. Protective Clothing and Equipment

Special protective clothing shall be provided in accordance with the *Occupational Health and Safety Act 1983* and its associated regulations. The list (Circular 92/4) shall be reviewed in consultation with the Association and the Union.

26. Horse Allowance

If the Board requests an employee to use his or her own horse for their official duties and the employee agrees, the employee is entitled to be paid an amount as set out in Item 15 of Table 2 - Allowances, of Part B, Monetary Rates, for each week or part thereof that the horse is used.

27. Dog Allowance

If the Board requests an employee to use his or her own dog or dogs for their official duties, and the employee agrees, the employee is entitled to be paid an amount as set out in Item 16 of Table 2 - Allowances, of Part B, Monetary Rates, for each week or part thereof that the dog is used.

28. Flying Allowance

Where an employee is required by the Board to work from an in-flight situation they shall be paid an allowance as set out in Item 17 of Table 2 - Allowances (or such higher amount as apply to NSW Public Servants as published in the Public Service Notices). The flying allowance payable under this Clause shall be in addition to any other entitlement for the time actually spent working in the aircraft.

29. Motor Vehicle Usage and Allowance

- 29.1 All District Veterinarians, Rangers and when required by the Board, Field Assistants shall be provided with appropriate motor vehicles by the Board for official use. All hard top and enclosed motor vehicles shall be provided with air conditioning units. All upkeep, running expenses, registration, insurance, maintenance, etc., associated with the motor vehicle shall be paid by the Board. Where an employee is required to use their private vehicle in the normal course of duties, an amount as set in Item 5 of Table 2 - Allowances, of Part B, Monetary Rates, or such higher rates as apply to NSW Public Servants as published in the Public Service Notices.
- 29.2 Staff of a Board required to use a motor vehicle provided by the Board in the course of their duties may, at the discretion of the Board, be granted private use of the motor vehicle on such conditions as the Board determines.

30. Telephone Expenses

- 30.1 If an employee is required by the Board to make and/or receive telephone communications in the employee's private residence for the convenience of ratepayers or others in connection with the execution of their duties outside normal hours, the Board shall pay the cost of any necessary telephone connection(s) or reconnection(s) and the payment of full rental and all outgoing calls made in connection with the employee's duties which have been recorded.
- 30.2 A Board may, by agreement with the employee, pay a telephone allowance in lieu of payment specified in clause 30.1.
- 30.3 Where the connection is outside the urban boundaries of a town, village, city, etc. and the Board may require connection and the connection fee exceeds the average connection fee for that urban area, the payment of additional connection costs may be negotiated.
- 30.4 A Board may at its discretion, pay such proportion of private calls from such telephone mentioned in the Award as the Board determines and under such conditions as the Board determines.

31. Home Office Allowance

Where the Board, by a formal written request, requires an employee to use a space at their home as an office, and requires the employee to spend the majority of their office time in that office, the following conditions will apply:

- (a) A formal Agreement shall be signed by the Board and the Employee before such official use of the space.
- (b) The Board will be responsible for providing a desk, chair, cabinet, telephone, computer and other necessary equipment as determined by the Board.
- (c) The furniture and equipment provided by the Board shall remain the property of the Board.

- (d) An Allowance per year of an amount set out in Table 2 - Allowances, payable to the Employee on a fortnightly basis in arrears, shall be paid by the Board on commencement of the use of the room after the Agreement has been signed.
- (e) The amount of the Allowance will increase in accordance with the amount specified in the Crown Employees (Public Service Conditions of Employment) Award for using a room at home as an office.
- (f) If the Agreement is cancelled in writing by either party, no further payments shall be paid by the Board and no amounts shall be refunded by the Employee.

32. Deduction of Association and Union Membership Fees

- (i) The Association and the Union shall provide the employer with a schedule setting out fortnightly membership fees payable by members of the Association and the Union in accordance with their rules.
- (ii) The Association and the Union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (iii) Subject to (i) and (ii) above, the employer shall deduct fortnightly membership fees from the pay of any employee who is a member of the Association or Union provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from the employee's pay shall be forwarded at least monthly to the Association or Union together with all necessary information to enable the Association or Union to reconcile and credit subscriptions to employees' membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the Association or Union, all membership fees shall be deducted on a fortnightly basis.
- (vi) An employee may revoke, with two (2) weeks notice in writing, any authorisation to the employer to make payroll deductions of membership fees.
- (vii) There shall be no requirements to make deductions for casual employees with less than two (2) months service (continuous or otherwise).
- (viii) Where an employee has already authorised the deduction of the Association or Union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

33. Indexation of Allowances

With the exception of clauses 21 Living Allowance; 22 Travelling Allowance; 23 Accommodation Allowance; 28 Flying Allowance; 29 Motor Vehicle Usage and Allowance; and 32 Home Office Allowance, all allowances shall be moved automatically in accordance with movements in the State Wage Case decisions.

34. Dispute Settling Procedures

- 34.1 The intention of the following procedures is to establish an equitable and orderly procedure for discussing and settling complaints and grievances. It is not intended to prescribe or offset the right of any party to instigate proceedings under the provisions of the Industrial Relations Act 1996.
- (i) Where a dispute arises at a particular location which cannot be resolved between the employee and/or their representative and the relevant supervisor it shall be referred to the Chairperson in an attempt to resolve the matter.
 - (ii) Failing settlement of the issue at this level, the matter shall be referred to the Board for their advice and assistance.

- (iii) Failing settlement of the issue at this level, the matter shall be referred to the Council for their advice and assistance.
 - (iv) If the matter remains unresolved, the parties shall agree that the matter can be referred to the appropriate tribunal under the *Industrial Relations Act 1996*.
 - (v) Whilst these procedures are continuing, no stoppage of work or any other form of limitation of work shall be applied.
 - (vi) The right is reserved to the parties to vary this procedure where a bona fide safety factor is involved.
- 34.2 Notwithstanding Clause 34.1, the Board shall not make a monetary offer in settlement of a dispute without the prior written approval of the Council.

35. No Extra Claims

- 35.1 The Association and the Union undertake not to pursue any new salaries or conditions claims arising from negotiation of productivity and efficiency improvements resulting in this Award.
- 35.2 The pay increases provided by this Award are premised on the basis that there shall be no new salaries or conditions claims to take effect during the term of this Award except for any areas so agreed between the parties.

36. Anti-Discrimination

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

NOTES

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

(b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

37. Area, Incidence and Duration

- 37.1 This award rescinds and replaces the Rural Lands Protection Boards Salaries and Conditions Award 2004 published 20 May 2005 (351 I.G. 168) and all variations thereof.
- 37.2 It shall apply to District Veterinarians, Rangers, Field Assistants, Administrative Assistants, Customer Service Officers, Office Coordinators, Administrative Officers, Executive Officers, and Managers employed under the *Rural Lands Protection Act 1998* under the jurisdiction of the Rural Lands Protection Boards (State) Industrial Committee.

Commencement and finishing dates.

- 37.3 It shall take effect from the beginning of the first pay period to commence on or after 1 July 2007 and shall remain in force thereafter until 30 June 2008.

PART B

MONETARY RATES

Table 1 - Salaries

- (1) District Veterinarians

Award classification	Salary as at 1 July 2006 (inclusive of 4% increase)	Salary as at 1 July 2007 (inclusive of 4% increase)
Grade 1		
1st Year	\$54,293	\$56,465
2nd Year	\$54,686	\$56,873
Barrier		
Grade 2		
1st Year	\$57,428	\$59,725
2nd Year	\$59,650	\$62,036
3rd Year	\$63,222	\$65,751
Barrier		
Grade 3		
1st Year	\$67,097	\$69,781
2nd Year	\$70,617	\$73,442
3rd Year	\$76,290	\$79,342
Barrier		
Grade 4		
1st Year	\$80,679	\$83,906
2nd Year	\$83,095	\$86,419
3rd Year	\$85,540	\$88,962

- 1.1 An additional per annum allowance of \$1,592 shall be paid to those District Veterinarians serving the Albury, Armidale, Bathurst, Casino, Deniliquin, Gloucester, Maitland, Moss Vale, Tamworth, Wagga and Young Districts as at 1 January 1995 until such time as those employees leave those districts.
- 1.2 No further increases to apply to this allowance.

(2) Managers & Executive Officers

Managers	Grade
CENTRAL TABLELANDS	M3
TAMWORTH	M3
YOUNG	M3
NORTHERN NEW ENGLAND	M3
ARMIDALE	M3
YASS	M3
MOSS VALE	M3
HUME	M3
NORTHERN SLOPES	M3
MUDGEE/MERRIWA	M3
FORBES	M3
WAGGA WAGGA	M3
MOREE	M3
SOUTH COAST	M2
GUNDAGAI	M2
DUBBO	M2
RIVERINA	M2
HUNTER	M2
NARRABRI	M2
COONAMBLE	M2
COOMA	M2
MURRAY	M2
KEMPSEY	M2
GOULBURN	M2
GRAFTON	M2
MOLONG	M2
HAY	M1
NARRANDERA	M1
CONDOBOLIN	M1
COONABARABRAN	M1
NYNGAN	M1
WALGETT	M1
TWEED-LISMORE	M1
GLOUCESTER	M1
CASINO	M1
MAITLAND	M1
BRAIDWOOD	M1
BOMBALA	M
Executive Officers	
BOURKE	EO
BALRANALD	EO
COBAR	EO
BREWARRINA	EO
HILLSTON	EO
BROKEN HILL	EO
WILCANNIA	EO
WENTWORTH	EO
MILPARINKA	EO
WANAARING	EO

Award classification	Salary	
Grade	Salary as at 1 July 2006 (inclusive of 4% increase)	Salary as at 1 July 2007 (inclusive of 4% increase)
M3		
1st Year	\$67,492	\$70,192
2nd Year	\$69,741	\$72,531
3rd Year	\$71,991	\$74,871
M2		
1st Year	\$62,993	\$65,513
2nd Year	\$65,242	\$67,852
3rd Year	\$67,492	\$70,192
M1		
1st Year	\$58,493	\$60,833
2nd Year	\$60,742	\$63,172
3rd Year	\$62,993	\$65,513
M		
1st Year	\$50,619	\$52,644
2nd Year	\$52,868	\$54,983
3rd Year	\$55,118	\$57,323
EO		
1st Year	\$42,745	\$44,455
2nd Year	\$43,869	\$45,624
3rd Year	\$44,995	\$46,795
4th Year	\$46,120	\$47,965

(3) Customer Service Officers

Award classification	Salary as at 1 July 2006 (inclusive of 4% increase)		Salary as at 1 July 2007 (inclusive of 4% increase)	
Grade 1	1st year	\$33,183		\$34,510
Grade 2	1st year	\$33,756		\$35,106
	2nd year	\$34,309		\$35,681
Grade 3	1st year	\$34,871		\$36,266
	2nd year	\$35,995		\$37,435
Grade 4	1st year	\$37,121		\$38,606
	2nd year	\$38,245		\$39,775
Senior Customer Service Officer				
Level 1		\$39,370		\$40,945
Level 2		\$41,057		\$42,699

(4) Office Coordinators

Award classification	Salary as at 1 July 2006 (inclusive of 4% increase)		Salary as at 1 July 2007 (inclusive of 4% increase)	
1st year		\$42,745		\$44,455
2nd year		\$43,308		\$45,040
3rd year		\$43,869		\$45,624

(5) Rangers

Award classification	Salary as at 1 July 2006 (inclusive of 4% increase)	Salary as at 1 July 2007 (inclusive of 4% increase)
Grade 1		
1st year	\$39,252	\$40,822
Grade 2		
1st year	\$40,604	\$42,228
Level 2	\$41,165	\$42,812
2nd year	\$42,121	\$43,806
Level 2	\$42,684	\$44,391
3rd year	\$43,738	\$45,488
Level 2	\$44,300	\$46,072
Barrier		
Grade 3		
Level 1	\$45,220	\$47,029
Level 2	\$46,908	\$48,784
Grade 4		
Level 1	\$47,322	\$49,215
Level 2	\$50,134	\$52,139
Grade 5 Managing Ranger		
Level 1	\$52,005 (inclusive of supervision allowance)	\$54,085 (inclusive of supervision allowance)
Level 2	\$54,817 (inclusive of supervision allowance)	\$57,010 (inclusive of supervision allowance)

- 5.1 An amount of \$1000 shall be added to the salary of Rangers Grades 1, 2 and 3 and \$1500 added to the salary of Rangers Grades 4 and 5, on attaining a Diploma that, in the opinion of State Council, is relevant, OR
- 5.2 An amount of \$2000 shall be added to the salary of Rangers Grades 1, 2, and 3, and \$2500 added to the salary of Rangers Grades 4 and 5, on attaining a Degree that, in the opinion of State Council, is relevant.
- 5.3 The amounts set out in 5.1 and 5.2 shall not be cumulative.

(6) Field Assistants

Award classification	Salary as at 1 July 2006 (includes 4% increase)	Salary as at 1 July 2007 (includes 4% increase)
Level 1	\$33,878	\$35,233
Level 2	\$36,280	\$37,731
Senior	\$39,252	\$40,822

Table 2 - Allowances (as at 1 July 2007)

Item No.	Clause No.	Brief Description	Amount \$	
1	5.5.2	Supervising Field Assistants, Rangers, Labourers or Contractors	\$42.30 per week	

	21	Living Allowance - (Grades as defined in Public Service Handbook) for Employees employed before 1.1.1995 only	With Dependants	Without Dependants			
		Grade	Per annum \$	Per annum \$			
2	21	A	1,083.00	758.00			
3	21	B	1,444.00	1,012.00			
4	21	C	1,926.00	1,348.00			
5	22	Travelling Allowance	55.3 cents/km	(eng cap. Under 1600cc)			
	29	If the Employees private car is used	77.3 Cents/km	(eng cap. 1600cc - 2600cc)			
			83.0 cents/km	(eng cap. Over 2601cc)			
6	23	Accommodation Allowances -					
		Incidental Expenses Allowance when claiming Actual Expenses	\$15.45 per day				
7	23	Accommodation Allowances					
		Capital Cities	Per Day \$	High Cost Country	Per Day \$	Tier 2 Country	Per Day \$
		Adelaide	242.25	Maitland	195.75	Bathurst	180.75
		Brisbane	253.25	Newcastle	202.25	Broken Hill	180.75
		Canberra	211.25	Port Macquarie	200.25	Dubbo	180.75
		Darwin	238.25	Wagga Wagga	197.75	Orange	180.75
		Hobart	201.25	Wollongong	195.75		
		Melbourne	247.25				
		Perth	233.25			All Other Country Locations	
		Sydney	280.25			\$170.75	
		Meal Expenses	Capital Cities & High Costs Country		Tier 2 & Other Country Centres		
8	23	Breakfast	Max \$20.20		Max \$18.05		
9	23	Lunch	Max \$22.65		Max \$20.65		
10	23	Dinner	Max \$38.95		Max \$35.60		
11	24	Camping allowance	\$33.35 Per Day	takes into account supplying own food, incidentals and general disability.			
12	24	Equipment Allowance If camping equipment not provided by Board	\$24.90 per day for supplying own camping equipment				
13	24	Bedding Allowance If bedding or sleeping bag not provided by Board	\$4.15 per day for supplying own sleeping bag				
14	24	Excess Allowance If required to camp in excess of 40 consecutive days	\$7.95 per day in addition to any other Allowance				

15	26	Employee requested by the Board to supply own horse and saddle, including responsibility for feeding, grooming and caring in own time	\$8.57 per week
16	27	Employee requested by the Board to supply own dog, including responsibility for housing, caring and feeding in own time	\$4.45 per week per dog
17	28	Flying Allowance	\$15.60 per hour
18	31	Home Office allowance	\$728 per year (or such other amount as specified in the Crown Employees Public Service Conditions Award).

NOTE: For reimbursements regarding removal expenses see clause 19, Removal Expenses of Part A.

Table 3 - Long Service Leave Accrual

LONG SERVICE LEAVE ACCRUAL TABLE BASED ON A FIVE (5) DAY WEEK All figures in this table refer to working days							
Years 1 to 5 are shown for accrual purposes ONLY.							
Years	0-10 Years		Years	10+ Years	Years	10+ Years	
1	4.4	days	11	55 days	21	165	days
2	8.8		12	66	22	176	
3	13.2		13	77	23	187	
4	17.6		14	88	24	198	
5	22.0		15	99	25	209	
6	26.4		16	110	26	220	
7	30.8		17	121	27	231	
8	35.2		18	132	28	242	
9	39.6		19	143	29	253	
10	44.0		20	154	30	264	
					31	275	
					32	286	
Months	0-10 Years		Months	10+ Years			
1	0.4	days	1	0.9 days	33	297	
2	0.7		2	1.8	34	308	
3	1.1		3	2.7	35	319	
4	1.4		4	3.6	36	330	
5	1.8		5	4.5	37	341	
6	2.2		6	5.4	38	352	
7	2.5		7	6.3	39	363	
8	2.9		8	7.2	40	374	
9	3.3		9	8.1	41	385	
10	3.6		10	9.1	42	396	
11	4.0		11	10.0	43	407	
					44	418	
					45	429	
Weeks	0-10 Years		Weeks	10+ Years			
1	0.09	days	1	0.23 days	46	440	
2	0.18		2	0.45	47	451	
3	0.27		3	0.68	48	462	
4	0.36		4	0.91	49	473	
					50	484	

Days	0-10 Years	Days	10+ Years	51	495
1	0.02 days	1	0.05 days	52	506
2	0.04	2	0.09	53	517
3	0.05	3	0.14	54	528
4	0.07	4	0.18	55	539
5	0.09	5	0.23	56	550

NOTE: To convert leave taken on a seven (7) day week basis up to 1 July 2004, to a five (5) day week basis in accordance with this Table, multiply the total days taken , (including Saturdays and Sundays), by 5/7.

Example:

Assume 3 weeks (21 days) Long Service Leave taken before 1 July 2004.

Multiply 21 x 5/7 = 15 working days.

15 days to be deducted from accrued entitlements in the above table as at 1 July 2004.

SCHEDULE A

Rural Lands Protection Boards

Armidale	Kempsey
Balranald Wentworth	Maitland
Bombala	Milparinka
Bourke	Molong
Braidwood	Moree
Brewarrina	Moss Vale
Broken Hill	Mudgee-Merriwa
Casino	Murray
Central Tablelands	Narrabri
Cobar	Narrandera
Condobolin	Northern Slopes
Cooma	Northern New England
Coonabarabran	Nyngan
Coonamble	Riverina
Dubbo	South Coast
Forbes	Tamworth
Gloucester	Tweed-Lismore
Goulburn	Wagga Wagga
Grafton	Walgett
Gundagai	Wanaaring
Hay	
Hillston	Wilcannia
Hume	Yass
Hunter	Young

I. W. CAMBRIDGE, Commissioner

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SAWMILLERS, &c. (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 775 of 2007)

Before Mr Deputy President Grayson

24 July 2007

REVIEWED AWARD

1. Delete the second and third paragraphs of subclause (ii) of clause 47, Area, Incidence and Duration of the award published 15 June 2001 (325 I.G. 480) and insert in lieu thereof the following:

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

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

J. P. GRAYSON *D.P.*

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SECURITY INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1658 of 2007)

Before Commissioner McLeay

20 November 2007

REVIEWED AWARD

1. Delete clause 5, Date the Award Starts, of the award published 6 May 2005 (350 I.G. 827) and insert in lieu thereof the following:

5. Date the Award Starts

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 20 November 2007.

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

2. Delete paragraph 11.1.3 appearing on the first occasion of subclause 11.1 of clause 11, Wages.
3. Delete the words "Item 9 of" appearing in subparagraphs (a) and (b) of paragraph 12.5.1 of subclause 12.5 of clause 12, Allowances.
4. Delete the words "paragraph 34.1.1" appearing in paragraph 32.1.2 of subclause 32.1 of clause 32, Redundancy and insert in lieu thereof the following:
"paragraph 32.1.1"
5. Delete the reference to subclause "17.7.1 (a)" appearing in subclause 1 of Appendix C and insert in lieu thereof the following:
"17.7.1 (b)"
6. Delete the words "*Vocational Educational and Training Accreditation Act 1990 (NSW)*" appearing in subclause 4.9 of clause 4, Definitions of Appendix D, and insert in lieu thereof the following:

"Vocational Education and Training Act 2005 (NSW)"

J. McLEAY, Commissioner

(601)

SERIAL C6264

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 and another.

(Nos. IRC 1135 and 1145 of 2007)

Before Commissioner Cambridge

26 July 2007

VARIATION

1. Delete subclause (b) of clause 38, Wages, of the award published 18 May 2001 (324 I.G. 935) and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent 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:

Table 1 - Wages

(i)

Group No.	Description	Former Rate Per Week \$	SWC 2007 \$	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	562.80	20.00	582.80
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.	568.80	20.00	588.80

3	Branch Supervisor Shop assistants engaged in supervising branch grocery shops	573.60	20.00	593.60
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	573.70	20.00	593.70
	In charge of from 5 to 12 assistants	582.10	20.00	602.10
	In charge of from 13 to 25 assistants	592.70	20.00	612.70
	In charge of over 25 assistants	600.50	20.00	620.50
	(ii) With the duty of buying -			
	In charge of from nil to 4 assistants	575.20	20.00	595.20
	In charge of from 5 to 12 assistants	584.50	20.00	604.50
	In charge of from 13 to 25 assistants	596.90	20.00	616.90
	In charge of over 25 assistants	603.90	20.00	623.90
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.	580.20	20.00	600.20
6	Retail Merchandiser as defined by subclause (xi) of clause 2. Definitions	562.80	20.00	582.80

3. Delete Items 1, 2, 5, 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	2.16 per shift
2	5(a)	Night interval employees (working one night per week)	3.42 per shift
5	14(a)(ii)	General Shops - Loading for casual employees working on a Saturday: Engagements up to and including four hours - Adult employees Employees under 21 years of age	6.30 per shift 4.20 per shift
		Engagements exceeding four hours - Adult Employees Employees under 21 years of age	12.90 per shift 7.10 per shift
	14(a)(iii)	Special and Confection Shops - Loading for casual employees working on a Saturday: Adult Employees Employees under 21 years of age	6.30 per shift 4.20 per shift
6	14(c)(ii)	Confection Shop - Employees working after 10.00 p.m. on any night	1.76 each night
8	38(1)(i)2(b)	Window Dressers under the age of 21	8.75 per week
9	35(i)(a)	Section Head	12.70 per week
10	35(i)(b)	Qualified adult automotive parts and accessories salesperson	28.90 per week
11	35(i)(c)	Employee with a licence under the <i>Liquor Act 1982</i>	19.80 per week
12	35(ii)(a)	Employee delivering goods	4.40 per week

13	35(ii)(b)	Employee engaged in photographic or other modelling	42.00 per week 8.40 per day
14	35(ii)(c)	First-aid attendant	1.66 per day
15	35(ii)(d)	Employee engaged to speak a second language	8.40 per week
16	35(ii)(e)	Ticket writer - At or over 21 years of age Under 21 years of age	17.00 per week 8.50 per week
20	35(v)(a)(1)	Disability allowance for employees working in freezer room	8.10 per week
21	35(v)(b)(1)	Disability allowance for employees working in public dairy room	12.15 per week
22	35(v)(c)(1)	Disability allowance for employees backfilling in a freezer room	16.20 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	14.70 per hour 14.40 per hour
	36(ii)(b)	Saturday Loading - Adult Employees Under 21 years	6.30 4.20

4. This variation shall take effect from the first full pay period commencing on or after 28 July 2007.

I. W. CAMBRIDGE, Commissioner

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STOREMEN AND PACKERS, GENERAL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 655 of 2007)

Before Commissioner McLeay

14 September 2007

REVIEWED AWARD

1. Delete the word "award" wherever appearing in the award, of the award published 18 August 2000 (317 I.G. 1097), and insert in lieu thereof the following:

"Award"
2. Delete the symbol "]" appearing in subparagraph (1) of paragraph (a) of subclause (ii) of clause 7A, Part-time Work.
3. Insert the word "early" between the words "on" and "morning" in paragraph (b) of subclause (vii) of clause 11, Shift Workers.
4. Delete the words "where an employer takes" appearing in subclause (iii) of clause 28, Annual Leave Loading and insert in lieu thereof the following:

"where an employee takes "
5. Insert the word "employer" between the words "an employee the" and "shall give" in subparagraph (1) of paragraph (a) of subclause (iv) of clause 34, Redundancy.
6. Delete the words "an employee shall be allowed up on" appearing in subparagraph (1) of paragraph (c) of subclause (iv) of clause 34, Redundancy, and insert in lieu thereof the following:

"an employee shall be allowed up to"
7. Delete the words "the Department of Social Security" appearing in paragraph (g) of subclause (iv) of clause 34, Redundancy and insert in lieu thereof the following:

"Centrelink"
8. Delete subclauses (d) and (e) in clause 39, Area, Incidence and Duration and insert in lieu thereof the following:
 - (d) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 14 September 2007.
 - (e) This award remains in force until varied or rescinded, the period for which it was made already having expired.

9. Delete the amount "68 per km" in Item 22 of Table 2 - Other Rates and Allowances of Part B, and insert in lieu thereof the following:

"0.68 per km"

J. McLEAY, Commissioner.

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SUGAR FIELD WORKERS (STATE) CONSOLIDATED AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 776 of 2007)

Before Mr Deputy President Grayson

24 July 2007

REVIEWED AWARD

1. Insert after the third paragraph of clause 29, Area, Incidence and Duration of the award published 16 March 2001 (323 I.G. 64) the following new paragraphs:

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

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

J. P. GRAYSON *D.P.*

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TECHNICAL AND FURTHER EDUCATION COMMISSION OF NEW SOUTH WALES - SECURITY EMPLOYEES - WAGES AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1768 of 2007)

Before Commissioner Tabbaa

7 December 2007

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Contract of Employment
4.	Secure Employment Provisions in relation to Occupational Health and Safety
5.	Hours
6.	Rostered Days Off Duty
7.	Rates of Pay
8.	Additional Rates
9.	Shift Allowances
10.	Saturday and Sunday Work
11.	Payment of Wages
12.	General Conditions
13.	Travelling Time and Expenses
14.	Overtime
15.	Call Back
16.	Mixed Functions
17.	Public Holidays
18.	Leave
19.	Personal Carer's Leave
20.	Other Forms of Leave
21.	Anti-Discrimination
22.	Dispute Resolution Procedure
23.	Changes to Existing Conditions
24.	Deduction of Union Membership Fees
25.	Area, Incidence and Duration

PART B

Monetary Rates

Table 1 - Weekly Rates of Pay

Table 2 - Wage Related Allowances

Table 3 - Expense Related Allowances

2. Definitions

- (i) "Afternoon shift" means any shift finishing after 6.00p.m. and at or before midnight.
- (ii) "Broken shift" means the working of two shifts per day by an employee within the ordinary hours as specified in clause 4, Hours.
- (iii) "Casual employee" means an employee engaged and paid as such and who may be employed for a period of not more than 10 consecutive working days for each engagement but shall not include an employee required to work a constant number of ordinary hours each week.
- (iv) "College/Campus/Institute" means a TAFE establishment or other centre where instruction is provided by TAFE and includes any place designated as part of, or as an annexe to, such college/campus/institute.
- (v) "Day" means the period from midnight to midnight.
- (vi) "Early morning shift" means any shift commencing at or after 5.00a.m. and before 6.30a.m.
- (vii) "Employer" means the Division Head of the New South Wales Department of Education and Training
- (viii) "Full-time employee" means an employee engaged for 152 ordinary hours in each roster period of 20 consecutive days.
- (ix) "Night shift" means any shift finishing after midnight and at or before 8.00a.m. or any shift commencing at or after midnight and before 5.00a.m.
- (x) "Non-rotating night shift" means a night shift within a rostered cycle of shifts where at least two-thirds of the shifts are night shifts.
- (xi) "Part-time employee" means an employee engaged by the week who is required to work a constant number of ordinary hours each week less than the ordinary number of hours prescribed for full-time employees.
- (xii) "Security Officer Grade 1" means a person employed in one or more of the following capacities:
 - (a) as an employee stationed at an entrance and/or exit whose principal duties shall include the control of movement of persons, vehicles, goods and/or property coming out of or going into premises or property, including vehicles carrying loads of any description, to ensure that the quantity and description of such goods is in accordance with the requirements of the relevant document and/or gate pass and who also may have other duties to perform;
 - (b) to monitor a single closed circuit television unit recording from a stationary camera;
 - (c) to respond to basic fire/security alarms at their designated site;
 - (d) to watch, guard or protect persons and/or premises and/or property;
 - (e) provided that, a Security Officer Grade 1 may perform incidental duties which need not be of a security nature in order to ensure the good order of the college or premises;
 - (f) to escort unauthorised persons from the premises and/or detain such persons until such time as responsibility for the persons concerned has been assumed by the relevant authorities.
- (xiii) "Security Officer Grade 2" means a person who is employed for the protection, good order and convenient use of TAFE premises. In addition to the duties performed by a Security Officer Grade 1, as defined in subclause (xii), a Security Officer Grade 2 may be required:
 - (a) to operate, monitor and act upon electronic intrusion detection or security control equipment;

- (b) to patrol premises by means of a vehicle, including motorised vehicle;
and may be also required to:
 - (c) ensure that the parking of vehicles on college grounds is in compliance with the requirements of the college;
 - (d) perform minor or routine maintenance of college facilities, such as replacement of light globes or fluorescent tubes;
 - (e) receive and distribute stores;
 - (f) undertake minor tidying of college premises.
- (xiv) "Security Officer Grade 3" means a person who, in addition to the duties performed by a Security Officer Grade 2, as defined in subclause (xiii), is employed substantially in a security and/or data input and/or a monitoring function within a central station and principally occupied in one or more of the following duties:
- (a) monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance of any kind; co-ordinating, checking or recording the activities of mobile patrol officers and static security officers; operating or monitoring any verbal communication devices; or
 - (b) monitoring or acting upon computerised security systems that have the capacity for and require data input from the security officer.
- (xv) "Seven-day Shift Worker" means an employee whose ordinary working period includes Saturdays, Sundays and/or Public Holidays.
- (xvi) "TAFE" means the New South Wales Technical and Further Education Commission.
- (xvii) "Union" means The Australian Liquor Hospitality and Miscellaneous Workers Union, New South Wales Branch.

3. Contract of Employment

- (i) Employees under this award shall be engaged either as full-time employees, part-time employees, or casual employees.
- (ii) The employer may direct an employee covered by this award to carry out such duties as are within the limits of the employee's skill, competence and training, and which are within the scope of sub-clauses (xii), (xiii) and (xiv) of clause 2, Definitions.
- (iii)
 - (a) The employer shall clearly display at some place accessible to employees, the commencing and ceasing time of ordinary hours of work. One week's notice must be given for any changes to such hours, otherwise payment of overtime is incurred, except where the change in hours is due to an emergency. Less than one week's notice may be given by mutual agreement between the employer and the employee.
 - (b) Any dispute over what constitutes an emergency shall be resolved after the emergency in accordance with clause 22, Dispute Resolution Procedure.
- (iv) The employment of any employee, other than a casual employee, shall be terminated by one week's notice or by the payment or forfeiture, as the case may be, of one week's wages in lieu thereof.

- (v) The employment of a resident security officer shall be terminated by three week's notice or by the payment or forfeiture, as the case may be, of three week's wages in lieu thereof.
- (vi) The employment of a casual employee may be terminated by one hour's notice.
- (vii) Notwithstanding the foregoing provisions, the employer may dismiss an employee at any time without notice where the employee commits a serious breach of discipline.
- (viii)
 - (a) Termination of employment by an employer shall not be harsh, unjust or unreasonable.
 - (b) For the purpose of this subclause, termination of employment shall include termination with or without notice.
 - (c) Termination on the ground of race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, social origin, homosexuality or age shall constitute a harsh, unjust or unreasonable termination of employment. This definition, without limiting the above, applies except where a distinction, exclusion, or preference is based on the inherent requirements of a particular position.
- (ix) On the termination of employment the employer shall, at the request of the employee, give such employee a statement signed by the employer, stating the period of employment and when the employment terminated.
- (x) On the termination of employment, an employee shall return to the employer all items issued to that employee by the employer.
- (xi) Mechanisation and Technological Changes - Three months notice of termination of employment must be given to an employee who has been employed for at least twelve months and has had their services terminated on account of the introduction or proposed introduction by an employer of mechanisation or technological changes in the industry in which the employer is engaged.
- (xii) If there is a failure to give such notice in full -
 - (1) the employee shall be paid for a period equal to the difference between three months and the period of the notice given;
 - (2) the period of notice required by this subclause to be given shall be deemed to be service for the purpose of recreation leave or extended leave under the provisions of the *Public Sector Employment and Management Act 2002*; and .
 - (3) an employer who gives an employee notice of the termination of employment on grounds as set out in subclause (xi), must within fourteen days thereafter, give notification of the fact in writing to the Industrial Registrar and the Branch Secretary of the Union. The employer must state the employee's name, address and usual occupation and the date when the employment terminated or will terminate in accordance with the notice given.

4. Secure Employment Provisions Relating to Occupational Health and Safety

- (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.

5. Hours

(i) Security Officers (other than casual employees) -

- (a) Subject to clause 6, Rostered Days Off Duty, the ordinary hours of security officers shall not exceed 152 in each roster period of 20 consecutive days. Such hours shall be worked in not more than 20 shifts in each roster period. The shifts shall not be more than eight consecutive hours in duration within a period of 24 hours.

For the purpose of calculating the number of shifts worked during a roster period, a broken shift, as defined in subclause (ii) of clause 2, Definitions, shall count as one shift.

- (b) Except in the case of change of shifts, notice of which has been given in accordance with clause 3, Contract of Employment, of this award, not more than six consecutive shifts in any period of seven consecutive days shall be worked without the payment of overtime.
- (c) The arrangement of working hours may be altered by agreement between the employer and the employee. Where agreement cannot be reached, the procedure in clause 22, Dispute Resolution Procedure, shall be followed. Where the alteration to the arrangement of working hours is to be permanent, the agreement shall be in writing, with a copy sent to the employee and the Union.

- (d) In all cases shifts shall be continuous except where a broken shift is worked in accordance with subclause (ii) of clause 2, Definitions.
 - (e) After four hours and no later than five hours from the commencement of each shift, a crib time of not less than thirty minutes shall be allowed, where it is reasonably practicable to do so. Time allowed as crib time will be regarded as time worked.
- (ii) Casual Employees - For casual employees the ordinary working hours shall not exceed eight hours without the payment of overtime.

6. Rostered Days Off Duty

- (i) Four-week Work Cycle - Accrual Provisions -
- (a) Full-time Employees on shift work or day work shall accrue 0.4 of an hour for each eight hour shift or day worked to allow one complete shift or day to be taken off as a paid shift or day during every roster cycle.
 - (b) Part-time Employees - Where it is endorsed by the employer at a particular location, part time employees may accrue time towards a rostered day off by accruing one twentieth of all time worked. One complete shift may then be taken off as a paid shift during every rostered cycle.
- (ii) Accrual and Paid Leave - Each day of paid leave taken (excluding extended leave, workers' compensation (accident) leave and leave without pay) occurring during any cycle of four weeks shall be regarded as a day worked for accrual provisions.
- (iii) Rostering - Four-week Cycle:
- (a) Rostered days off shall be scheduled by mutual agreement between employees and the employer but may be varied by agreement between the employer and the individual employee.
 - (b) Where the employer agrees, rostered days off may accumulate and, in the case of TAFE premises, may be scheduled during the vacation periods to suit the needs of the employer.
- (iv) Rostered Day Off Falling on a Public Holiday -
- (a) In the event of an employee's rostered day off falling on a public holiday, the employee and the employer shall agree to an alternative day off duty as a substitute. In the absence of agreement the substituted day shall be determined by the employer.
 - (b) Special provisions apply for seven-day shift workers instead of the above as provided by subclause (iv) of clause 16, Public Holidays.
- (v) Work on Rostered Day Off Duty - Subject to subclause (iii), Rostering - Four week Cycle, of this clause, any employee required to work on their rostered day off shall be paid in accordance with the provisions of clause 13, Overtime, of this award.
- (vi) Sick Leave and Rostered Days Off - Employees are not eligible for sick leave in respect of absences on rostered days off.
- (vii) Casual employees shall not be entitled to accumulate time toward a rostered day off.

7. Rates of Pay

- (i) Full-time Employees - A full time employee shall be paid according to the rate for the classification as set out in Table 1 of Part B of this award.

- (ii) Part-time Employees -
 - (a) Part-time employees shall be paid the hourly equivalent of the appropriate weekly rate of pay plus an additional amount of ten per cent. The hourly rate is as set out in Table 1 of Part B of this award.
 - (b) The hourly equivalent is based on 38 hours where a part-time employee is not accruing credit towards rostered days off but is paid only for hours worked.
 - (c) The hourly equivalent is based on 40 hours where a part-time employee is accruing credit for time worked towards rostered days off.
 - (d) A minimum payment of three hours shall be paid for each start.
- (iii) Casual Employees -
 - (a) A casual employee for working ordinary time as provided by subclause (ii) of clause 5, Hours, shall be paid per hour one thirty-eighth of the weekly wage prescribed by this award for the class of work performed, plus 15 per cent.
 - (b) A minimum payment of four hours shall be made for each start.
- (iv) The wage rates as set out in Table 1 of Part B, Monetary Rates, shall be adjusted in line with the Crown Employees Wages Staff (Rates of Pay) Award or any variation to, or successor instruments to the said award.

8. Additional Rates

- (i) Boiler Attendant's Certificate - An employee required by the employer to hold a Boiler Attendant's Certificate shall be paid a weekly allowance as set out in Item 1 of Table 2 of Part B in addition to the ordinary rate of pay.
- (ii) First-aid Allowance - An employee, who is a qualified first-aid attendant and is required by the employer to carry out the duties of a qualified first-aid attendant, shall be paid an additional weekly amount as set out in Item 2 of Table 2 of Part B.
- (iii) Furniture Removal Allowance - Security officers required to be engaged in furniture removal for more than three hours on any day or shift shall be paid an additional allowance per shift as set out in Item 3 of Table 2 of Part B.
- (iv) Laundry Allowance - Overalls, coveralls and any uniform where supplied or required to be worn by the employer shall be laundered or dry-cleaned at the employer's expense. In lieu of this, a laundry allowance as set out in Item 4 of Table 2 of Part B may be paid for each ordinary shift worked.
- (v) Leading Hands Allowance - Employees placed in charge of other employees shall be paid a weekly amount as set out in Items 5 to 10 of Table 2 of Part B.
- (vi) Motor Vehicle Allowance -
 - (a) Employees authorised to use a private motor vehicle in the performance of their duties where no public transport is available, or where the use of public transport is not appropriate for the particular duty concerned, shall be paid the additional rates as set out in Items 1 to 3 of Table 3 of Part B.
 - (b) Where public transport is available, employees may use such transport for approved travel and be reimbursed with the costs incurred or employees may elect to use a private motor vehicle (where the use of such is so authorised) and be paid additional rates as set out in Items 4 to 6 of Table 3 of Part B up to the cost of the available public transport.

- (vii) Refrigeration Driver's Certificate - An employee required by the employer to hold a Refrigeration Driver's Certificate of Competency, 1st or 2nd Class (Air conditioning) shall be paid a weekly allowance per week as set out in Item 11 of Table 2 of Part B.
- (viii) Torches - Where an employee is required to carry a torch, it shall be provided and maintained in full working order by the employer. Employees providing their own torches shall be paid an allowance per shift to cover the replacement of torch globes and batteries as set out in Item 12 of Table 2 of Part B.

9. Shift Allowances

- (i) The following additional allowances for shift work shall be paid to employees in respect of work performed during ordinary hours of shift as defined in this award.

Percentage

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

- (ii) Broken Shifts -
 - (a) Employees working broken shifts shall be paid an additional daily amount as set out in Item 13 of Table 2 of Part B of this award for each day so worked.
 - (b) Employees working broken shifts shall also be paid a weekly excess fares allowance as set out in Item 7 of Table 3 of Part B of this award.
 - (c) An employee receiving broken shift allowance under the provisions of this subclause shall not receive any other allowance provided for under subclause (i) of this clause. Where a broken shift commences between midnight and 6.00 a.m., however, an allowance of 30 per cent shall be paid for each hour worked between such hours. Where a broken shift ceases after 9.00 p.m., an allowance of 15 per cent shall be paid for each hour worked after 9.00 p.m.

10. Saturday and Sunday Work

- (i)
 - (a) Employees required to work their ordinary hours on a Saturday or a Sunday shall be paid for all time so worked at the following rates:

Saturday work	time and one-half
Sunday work	double time
 - (b) An employee required to perform work on a Sunday shall be paid a minimum of four hours for each start.
- (ii) The shift work allowances provided by clause 9, Shift Allowances, are not payable for Saturday and Sunday work.
- (iii) The rates prescribed above apply to all employees, including casual employees. The rate for Saturday work applies in respect of ordinary hours of work only.

11. Payment of Wages

- (i) All wages shall be paid fortnightly by electronic funds transfer not later than Thursday, and not more than forty-eight hours from the time when such wages become due.

- (ii) Wages may be paid into an employee's bank or other account as specified by the employee. The employer shall specify the day upon which wages shall be paid into such account.
- (iii) Where wages are not paid into an employee's bank or other account by the nominated day the employer, following notification by the employee, shall make every effort to ensure the appropriate credit to that account within two days or issue a cheque forthwith for the appropriate amount. Unless circumstances exist which are beyond the employer's control, if two days elapse without payment, the employee shall be entitled to be paid at overtime rates for the next full day's work performed.

12. General Conditions

- (i) Security Officers -
 - (a) Security Licence - A security officer required to hold a Class 1A Security Licence pursuant to the provisions of the *Security Industry Act 1997* shall have one fifth of the cost of such licence reimbursed by the employer on completion of each twelve months service.
 - (b) Training -
 - (1) All full time security officers who are required to undertake an approved training course, nominated by the employer and as required by the *Security Industry Act 1997* and the *Security Industry Regulation 2007*, or variations thereof, shall have the costs of such training (courses) reimbursed by the employer. This is provided that the undertaking of the said training course is a requirement of the employee's current position.
 - (2) Reimbursable costs as referred to in paragraph (1) of this subclause shall include excess travelling expenses relating to the attendance at the said courses.
 - (3)
 - (A) Employees shall be granted time-off without loss of pay during ordinary hours to attend training courses referred to in paragraph (1).
 - (B) In cases where the courses are to be held outside the rostered shift of the employee required to attend the course, then:
 - (i) the rostered shift should be altered so that the employee can attend during ordinary working hours; or
 - (ii) for the time spent attending the course, the employee can be granted time off in lieu on an hour for hour basis at a time convenient to the employer; or
 - (iii) the employee shall be paid for the necessary time attending the course at ordinary time rates. Such attendance shall not form part of the employee's ordinary roster and the employee shall be required to work the ordinary roster.
 - (c) The employee may elect which is the preferred option from the above. The final determination regarding the option to be applied lies with the employer, having regard to the needs of the establishment.
- (ii) Resident Security Officer Grade 2 -
 - (a) Where a security officer is provided with accommodation, a deduction of \$10.00 per week may be made from the employee's wages for rent, fuel and lighting.
 - (b) An employer shall not require a resident security officer to vacate living quarters during the annual leave period for use by a relieving security officer unless such arrangements are mutually agreed to between the resident security officer and the relieving security officer.

- (c) Removal Expenses on Transfer - See Personnel Policy - Transfers (published in TAFE Gazette No. 28 of 24 July 1991), as varied from time to time.
- (iii) General -
 - (a) Accommodation for Meals - Employees may take their meals, crib time or tea breaks in a suitable place protected from the weather. Every such employee shall be provided by the employer with adequate facilities for tea making and for heating food. This provision shall not apply to mobile security officers.
 - (b) Dressing Accommodation - Where it is necessary or customary for employees to change their dress or uniform, suitable dressing rooms or dressing accommodation and individual lockable lockers shall be provided.
 - (c) Means of Exit - Provisions shall be made for an exit for night employees in case of necessity.
 - (d) Protective Clothing - The following clothing and equipment will be issued, which shall remain the property of the employer -
 - (1) Wet weather coat and hood and trousers for employees who are required to work outdoors.
 - (2) Broad brim hats for employees who are required to work outdoors.
 - (e) Work Clothing - Uniforms and safety footwear shall be supplied by the employer where such is required in the performance of duty.

13. Travelling Time and Expenses

- (i) Where an employee is sent to work at a place other than their employer's recognised place of business, the employer shall pay all travelling time from the place of business to the job. If the employee is required to return the same day to the employer's place of business, the employer shall pay travelling time back to the place of business. An employee sent for duty to a place other than the employee's regular place of duty or required by the employer to attend a court or inquiry in connection with the employee's employment shall be paid reasonable authorised expenses.

14. Overtime

- (i) Subject to clause (ii) an employer may require an employee to work reasonable overtime at overtime rates.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (iii) For the purposes of clause (ii) what is unreasonable or otherwise will be determined by 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.
- (iv) Subject to clause 10, Saturday and Sunday Work, all work done outside ordinary hours the rates of pay shall be time and a half for the first two hours and double time thereafter. In computing overtime, each

day's work shall stand alone. All overtime performed after 12 noon on a Saturday shall be paid for at the rate of double time.

- (v) Meal Allowance - An employee required to work overtime in excess of one hour shall be paid an allowance as set out in Item 8 of Table 3, for the first and each subsequent meal (time for the taking of which shall be granted in accordance with subclause (vi) below) unless notice to work has been given to such employee on or before the termination of the previous shift or day.
- (vi) Employees required to work one hour or more overtime after their normal shift are to receive a 20 minute crib break at the end of the normal shift at ordinary time rate of pay. If overtime extends beyond a total of four hours, a further 20 minute crib break at overtime rates shall be granted.
- (vii) Where an employee is required to work overtime on a Saturday or Sunday, a paid crib time of 20 minutes shall be granted for each four hours of overtime worked.
- (viii)
 - (a) An employee who works so much overtime between the finish of ordinary work on one day and the start of ordinary work on the next day such that a rest period off duty cannot be had, shall be released after the completion of such overtime until the employee has had a rest period without loss of pay for the ordinary working time occurring during such absence. The rest period shall be:
 - (i) for shift workers - eight hours, including the normal changeover time, if any;
 - (ii) for day workers - ten hours.
 - (b) If the employer requires the employee to resume or continue work without having had the rest period off duty, the employee shall be paid at double time until released from duty for the rest period. The employee shall be entitled to be absent until the employee has had the rest period off duty without loss of pay for ordinary working time occurring during the absence.

15. Call Back

- (i) An employee required to return to work after leaving the place of employment shall be paid a minimum of four hours' pay at the appropriate rate for each such attendance. This provision shall not apply to the normal rostered hours of an employee returning for the second part of a broken shift.
- (ii) This clause shall also not apply where a period of duty is continuous with the start of ordinary working time. In such case, the provisions of clause 14, Overtime, apply.
- (iii) An employee to whom this clause applies shall be given at least eight hours off duty, excluding travelling time in excess of 30 minutes and a meal break of 30 minutes, before there is a requirement to resume ordinary hours. An employee requested to resume duty before eight hours' rest is given shall be paid at double time until such employee has been relieved from duty for a period of eight hours.

16. Mixed Functions

- (i) An employee engaged for at least two hours on any day or shift on duties carrying a higher rate of pay than the employee's ordinary classification shall be paid the higher rate for such day or shift. Where an employee is engaged for less than two hours on any one day or shift, payment shall be at the higher rate for the time so worked.
- (ii) Any employee who is required to perform work temporarily in a classification for which a lower rate is paid, shall not suffer any reduction in wages whilst so employed. Any work of less than one week's duration shall be deemed temporary.
- (iii) This clause shall not apply in situations where the higher duties result from the absence of an employee on a rostered day off.

17. Public Holidays

- (i) The days on which the following holidays are observed shall be holidays under this Award, namely New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day and any day which may hereafter be proclaimed a public holiday throughout the State. The Picnic Day of the Union shall also be observed as an additional holiday under this Award, to be granted on one of the working days between Christmas and New Years Day. The specific date is to be advised to employees prior to December each year.
- (ii) Except as provided by subclause (iv) of this clause -
 - (a) Full-time and part-time employees shall be entitled to the above holidays without loss of pay.
 - (b) Employees shall be paid at the rate of double time and one-half, with a minimum payment of four hours at such rate for all time worked on the above holidays.
- (iii) For the purpose of this clause any employee whose ordinary hours of work commence before and continue past midnight shall be regarded as working on a holiday only if the greater number of working hours fall on the holiday, in which case all the time worked shall be regarded as holiday work. If the number of ordinary hours worked before and past midnight is equal, all ordinary time worked shall be regarded as time worked on the day on which the shift commenced.
- (iv)
 - (a) In the case of public holidays falling on the rostered day off of a seven-day shift worker -
 - (1) If the seven-day shift worker is not required to work on that rostered day off, an additional day's pay will be made to the employee.
 - (2) If the seven-day shift worker is required to work on that day, the employer, in addition to another day's pay, shall pay the employee at the rate of time and one-half for the first eight hours for those hours worked on the holiday. A minimum payment of four hours at this rate shall be made. If the employee works for more than eight hours on such a day, those extra hours shall be paid for at double time and one-half.
 - (b) The employer may, instead of the additional payment of a day's ordinary pay prescribed in paragraph (a) of this subclause, add a day to the recreation leave credit.

18. Leave

- (i)
 - (a) Annual Recreation Leave - All employees, other than casual employees, will be entitled to a minimum of 20 days recreation leave or pro-rata where employed for periods of less than the equivalent full time.
 - (b) Seven-day shift workers -
 - (1) In addition to the normal recreation leave provisions, a seven-day shift worker, at the end of each year of continuous employment shall be entitled to an additional one week's leave:

If during the year of employment only a portion of it has been served as a seven-day shift worker, the additional leave shall be 3.25 hours for each completed month of employment. Where the additional leave is or comprises a fraction of a day, such fraction shall not form part of the leave period and shall be discharged by payment only.
 - (2) Where the employment of a seven-day shift worker is terminated and the person thereby becomes entitled to payment in lieu of recreation leave for a period of employment, such

person also shall be entitled to an additional payment of 3.25 hours at their ordinary rate of pay for each completed month of service.

- (ii) Sick Leave - All full-time employees shall be entitled to 15 days per annum with the unused component of the annual entitlement being fully cumulative.
 - (a) A part-time or temporary employee's sick leave entitlement shall be in that proportion of 15 days which their appointment bears to the proportion of the year that they work.
 - (b) An employee shall, as soon as reasonably practicable and, in any case, within 24 hours of the start of the leave, inform the employer of the inability to attend for duty and, as far as possible, state the nature of the injury or illness and the estimated length of the absence. A medical certificate must be provided to cover sick leave that is longer than three days or for a lesser period as may be required by the employer.
- (iii) Extended Leave - All employees, other than casual employees, shall be entitled to extended leave of 44 working days on full pay or 88 working days on half pay after completing ten years of services and a further 11 working days for each completed year of service after ten years.
- (iv) Family and Community Services Leave - The employer may grant all employees, other than casual employees, family and community services leave:
 - (1) for reasons related to family responsibilities;
 - (2) for the performance of community service; or
 - (3) in cases of pressing necessity.
 - (a) The maximum amount of family and community service leave on full pay which may be granted is whichever is the greater of:
 - (1) Two and one half working days during the first year of service and five working days in any period of two years after the first year of service; or
 - (2) One working day for each year of service after two years of continuous service, less any period of family and community service leave already taken.
 - (b) The employer may grant employees up to a maximum of five days family and community services leave without pay in any year if the entitlement of paid family and community services leave has been used. The amount of such leave granted in any one year is to be reduced by the amount of any paid family and community services leave already taken in that period.
 - (c) Family and community services leave could be used for the following situations:
 - (1) the illness of a relative;
 - (2) where a child carer is unable to look after their charge;
 - (3) to arrange or attend a funeral of a relative;
 - (4) adverse weather conditions which prevent attendance or threaten life or property;
 - (5) to accompany a relative to a medical appointment where there is no element of emergency;
 - (6) parent and teacher meetings;
 - (7) education week activities; and

- (8) to care for an elderly relative.
- (d) The employer may also grant family and community services leave for matters such as:
 - (1) attending to accommodation;
 - (2) citizenship;
 - (3) motor vehicle accidents on the way to work;
 - (4) representing Australia or the State in amateur sport other than in the Olympic games or the Commonwealth Games; and
 - (5) office holders in local government (other than as Mayor) for attendance at meetings, conferences or other associated duties.
- (e) Employees are not to be granted family and community services leave for attendance at court to answer a criminal charge, except with the approval of the employer.

19. Personal/Carer's Leave

- (i) Use of Sick Leave
 - (a) Any employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause (i)(c)(ii) below who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current sick leave entitlement or sick leave accrued in the previous 3 years, as provided for in clause 18 (ii), of this award for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
 - (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
 - (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) 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
 - (3) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

- (5) a relative of the employee who is a member of the same household where, for the purposes of this section:
 - (i) "relative" means a person related by blood, marriage or affinity;
 - (ii) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (iii) "household" means a family group living in the same domestic dwelling.
- (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 that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.
- (e) Subject to the evidentiary and notice requirements in 19(i)(b) and 19(i)(c), casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 19(c)(ii) of 19, Personal/Carer's Leave who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (f) The employer and the employee shall agree on the period for which the employee will not be entitled to be available to attend work. In the absence of agreement, the employee is entitled to not be available 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.
- (g) 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.
- (ii) Unpaid Leave for Family Purpose
 - (a) An employee may elect, with the consent of the employer to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (i) above, who is ill.
- (iii) Use of Annual (Recreation) Leave
 - (a) An employee may elect, with the consent of the employer and subject to the *Public Sector Employment and Management Act 2002*, to take annual leave for personal/carer's leave purposes not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties to care for a person prescribed in subclause 19(c)(ii) of 19. Personal/Carer's Leave who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
 - (b) An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
 - (c) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any vacation period provided for elsewhere under this award.
- (iv) Time Off in Lieu of Payment for Overtime
 - (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
 - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

- (c) If, having elected to take time as leave in accordance with subclause (iv) (a) above, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
 - (d) Where no election is made in accordance with clause (iv) (a) above, the employee shall be paid overtime rates in accordance with this award.
- (v) Make-Up time
- (a) To care for an ill family member, an employee may, with the employers consent, elect to work 'make-up time'. This means the employee takes time off during ordinary hours and works those hours at a later time, but during the spread of ordinary hours and at the ordinary rate of pay.
- (vi) Rostered Days Off
- (a) An employee may elect, with the consent of the employer, to take an accrued rostered day off for personal/carer's leave purposes at any time.
 - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (vii) Bereavement Leave
- (a) An employee other than a casual employee shall be entitled up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed for the purposes of Personal Carers Leave in subclause (i)(c)(ii).
 - (b) 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.
 - (c) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in subclause (i)(c)(ii) provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
 - (d) 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.
 - (e) Bereavement leave may be taken in conjunction with other leave available under (i), (ii), (iii), (iv), (v) and (vi) of this clause. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
 - (f) Subject to the evidentiary and notice requirements in (b), casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 19 (i) (c) (ii) of 19. Personal/Carer's Leave.
 - (g) The employer and employee shall agree on the period for which the employee will not be entitled to be available to attend work. In the absence of agreement, the employee is entitled to not be available 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.
 - (h) 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.

20. Other Forms of Leave

Employees under this award shall be entitled to other forms of leave, including maternity leave, parental leave, adoption leave, jury service and special leave, as provided for in any TAFE policies, as varied from time to time. The granting of any such leave shall be subject to any conditions contained in these policies.

21. Anti-Discrimination

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

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

22. Dispute Resolution Procedure

- (i) Subject to the provisions of the *Industrial Relations Act 1996*, the following procedures shall apply:
 - (a) Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the employee and or the Union workplace representative shall raise the matter with the appropriate supervisor as soon as practicable.
 - (b) The appropriate supervisor shall discuss the matter with the employee and or the Union workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
 - (c) Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and or the Union

may raise the matter with an appropriate officer of the Department of Education and Training or TAFE at the institute level with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.

- (d) Where the procedures in paragraph (c) do not lead to resolution of the dispute, the matter shall be referred to the Deputy Director General, Workforce Management and Systems Improvement of the Department of Education and Training and the Secretary of the Union. They or their nominees shall discuss the dispute with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- (ii) Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

23. Changes to Existing Conditions

- (i) Security officers employed by the New South Wales Technical and Further Education Commission prior to 25 November 1992 may be requested to work broken shifts. Where a security officer has a genuine difficulty working such a shift, the Dispute Resolution Procedure will be followed.
- (ii) Where, immediately prior to the making of this award, an employee was classified as a Security Officer Grade 2 (c) (Caretaker) under the Crown Employees (Security and General Services) Award, such employee shall, if required by the employer, continue to carry out any duties performed in that position.

24. Deduction of Union Membership Fees

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

25. Area, Incidence and Duration

- (i) This award shall apply to all security officers employed by the Department of Education and Training assigned to work at TAFE premises in the classifications herein.
- (ii) The award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Technical and Further Education Commission of New South Wales - Security Employees - Wages and Conditions Award published 27 August 2004 (346 I.G. 119) and all variations thereof.
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the

Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 7 December 2007.

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

- (iv) To the extent that this award replaces, deals with the same subject matter or modifies TAFE NSW policy, the provisions of this award will prevail.

PART B

MONETARY RATES

Table 1 - Weekly Rates of Pay

Clause 8 Rates of Pay		From 1.7.07
		\$
Full Time Security Officer		
Grade 1		720.50
Grade 2		745.70
Grade 3		779.80
Part-Time Security Officer		
Grade 1 (accruing time for RDOs) (per hour)		19.81
Grade 1 (not accruing time for RDOs) (per hour)		20.86
Grade 2 (accruing time for RDOs) (per hour)		20.52
Grade 2 (not accruing time for RDOs) (per hour)		21.60
Grade 3 (accruing time for RDOs) (per hour)		21.43
Grade 3 (not accruing time for RDOs) (per hour)		22.57

Table 2 - Wage Related Allowances

Clause	Item No	Allowance	From 1.7.07 \$
8 (i)	1	Boiler Attendants Certificate (per week)	13.40
8 (ii)	2	First Aid Allowance (per week)	16.20
8 (iii)	3	Furniture Removal Allowance (per shift)	2.66
8 (iv)	4	Laundry Allowance (per shift)	1.74
8 (v)	5	Leading hand in charge of 1-5 employees (per week)	31.00
8 (v)	6	Leading hand in charge of 6-10 employees (per week)	35.00
8 (v)	7	Leading hand in charge of 11-15 employees (per week)	45.80
8 (v)	8	Leading hand in charge of 16-20 employees (per week)	53.00
8 (v)	9	Leading hand in charge of over 20 employees (per week)	53.00
8 (v)	10	Leading hand - for each additional employee over 20 (per week)	0.78
8 (vii)	11	Refrigeration Drivers Certificate (per week)	13.60
8 (viii)	12	Reimbursement torch batteries etc (per shift)	0.88
9 (ii)(a)	13	Broken Shift Allowance	14.50

Table 3 - Expense Related Allowances

Item No	Clause	Brief Description of Allowance	Amount From 1.9.97	Amount From 15.9.00	Amount From 1.1.02
1	8(vi)(a)	Vehicle Allowance - Vehicles under 1,600cc	42.1c per km	44.8c per km	
2	8(vi)(a)	Vehicle Allowance - Vehicles 1,600cc - 2,700cc	58.8c per km	62.5c per km	

3	8(vi)(a)	Vehicle Allowance - Vehicles over 2,700cc	63.2c per km	67.2c per km	
4	8(vi)(b)	Vehicle Allowance - Vehicles under 1,600cc	17.6c per km	18.7c per km	
5	8(vi)(b)	Vehicle Allowance - Vehicles 1,600cc - 2,700cc	20.9c per km	22.2c per km	
6	8(vi)(b)	Vehicle Allowance - Vehicles over 2,700cc	22.5c per km	23.9c per km	
7	9(ii)(b)	Broken shift excess fares allowance (per shift)	\$6.10 (As at 1.07.99)	\$6.50 (As from 20.9.00)	\$6.90
8	14(v)	Meal allowance	\$8.30 (As from 1.07.99)	\$8.60 (As from 20.9.00)	\$9.60

I. TABBAA, 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 and another.

(No. IRC 1135 and 1145 of 2007)

Before Commissioner Cambridge

19 July 2007

VARIATION

1. Delete subclause (a) of clause 8, Arbitrated Safety Net Adjustment, of the award published 3 August 2001 (326 I.G. 684), and insert in lieu thereof the following:
 - (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against.
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete (i) of Table 1 - Wages, of Part B, Monetary Rates and insert in lieu thereof the following:
 - (i)

Item No.	Brief Description	Total Rate Per Week \$
A	Chemist -	
	Research Chemist	635.75
	Analytical and/or Chemist	596.05
	Trainee Chemist -	
	1st year of adult experience	549.60
	2nd year of adult experience	571.55
	3rd year of adult experience	587.40
B	Manufacturers of all Catgut Products -	
	Employees engaged in the following -	
	Splitting and/or harvesting raw material	555.60
	Preparing and/or washing and/or processing raw material	555.60
	Grading	555.60
	Stripping	555.60
	Making and/or measuring and/or looping	555.60
	Employees engaged in spinning strings, responsible for final products	559.65
	Employees engaged in spinning strings, not required to use discretion as to the final product	555.60
	Employees engaged as a spinning and/or drying room attendant	555.60
	Housekeeper	541.55
C	Surgical Catgut Finishing Operations -	
	Employees engaged in the following -	
	Cutting down	555.60
	Taking down	555.60

	Sanding, polishing and grinding	555.60
	Grading	555.60
	Machine gauging	555.60
	Manual Gauging	555.60
	Counting	555.60
	Tying and packing	555.60
	Housekeeping	541.55
D	Tennis and Other Non-surgical Catgut Finishing Operations -	
	Employees engaged in the following -	
	Taking down	540.90
	Sanding, polishing or grinding	540.90
	Coating and/or lacquering	540.90
	Cutting down	540.90
	Coiling	540.90
	Grading and/or inspecting finished strings	540.90
	Tying	540.90
	Gauging	540.90
	Branding and/or packaging	540.90
E	Suture Preparation -	
	Employees engaged in the following -	
	Drying and/or sterilising sutures	540.90
	Filing and/or sealing sutures	540.90
	Inspection of packaged sutures	540.90
	Ampoule making	540.90
	Winding sutures	540.90
F	Quality Control -	
	Group Leader -Quality Control Attendant	557.65
	Quality Control Attendant	546.55

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

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	6(d)	In charge of 1 to 5 employees	21.60
		In charge of 6 to 10 employees	25.30
		In charge of more than 10 employees	30.30
2	13(e)(i)	Morning or afternoon shift allowance	16.00 per shift
	13(e)(ii)	Night shift allowance	21.54 per shift
4	16	Dusty, Dirty Work, etc	0.50
5	17	First-aid allowance	2.78

4. This variation shall take effect from the first full pay period commencing on or after 24 July 2007.

I. W. CAMBRIDGE, Commissioner

TRAINING WAGE (STATE) AWARD 2002

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Unions NSW, Industrial Organisation of Employees and State Peak Council.

(No. IRC 1510 of 2007)

Before Commissioner Bishop

8 October 2007

VARIATION

1. Delete subclause (d), of clause 7, Wages of the award published 26 September 2003 (341 I.G. 569) and insert in lieu thereof the following:

The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:

- (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum wages adjustments.
2. Delete Part B Monetary Rates, and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Weekly Rates - Industry/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		
	Year10 \$	Year 11 \$	Year 12 \$
School leaver	237.00	261.00	313.00
Plus 1 year out of school	261.00	313.00	364.00
Plus 2 years	313.00	364.00	424.00
Plus 3 years	364.00	424.00	485.00
Plus 4 years	424.00	485.00	485.00
Plus 5 years or more	485.00	485.00	485.00

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 2 - Weekly Rates - Industry/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		
	Year10 \$	Year 11 \$	Year 12 \$
School leaver	237.00	261.00	303.00
Plus 1 year out of school	261.00	303.00	349.00
Plus 2 years	303.00	349.00	410.00
Plus 3 years	349.00	410.00	467.00
Plus 4 years	410.00	467.00	467.00
Plus 5 years or more	467.00	467.00	467.00

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 3 - Weekly Rates - Industry/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		
	Year10 \$	Year 11 \$	Year 12 \$
School leaver	237.00	261.00	300.00
Plus 1 year out of school	261.00	300.00	338.00
Plus 2 years	300.00	338.00	377.00
Plus 3 years	338.00	377.00	422.00
Plus 4 years	377.00	422.00	422.00
Plus 5 years or more	422.00	422.00	422.00

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 - Weekly Rates - School-Based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based traineeships Skill Levels A, B, and C	237.00	261.00

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

Wage Level A	Highest year of schooling completed		
	Year 10	Year 11	Year 12
School leaver	7.80	8.59	10.30
Plus 1 year after leaving school	8.59	10.30	11.97
Plus 2 years	10.30	11.97	13.95
Plus 3 years	11.97	13.95	15.95
Plus 4 years	13.95	15.95	15.95
Plus 5 years or more	15.95	15.95	15.95
Wage Level B			
	Year 10	Year 11	Year 12
School Leaver	7.80	8.59	9.97
Plus 1 year after leaving school	8.59	9.97	11.48
Plus 2 years	9.97	11.48	13.49
Plus 3 years	11.48	13.49	15.36
Plus 4 years	13.49	15.36	15.36
Plus 5 years or more	15.36	15.36	15.36
Wage Level C			
	Year 10	Year 11	Year 12
School leaver	7.80	8.59	9.87
Plus 1 year after leaving school	8.59	9.87	11.12
Plus 2 years	9.87	11.12	12.40
Plus 3 years	11.12	12.40	13.88
Plus 4 years	12.40	13.88	13.88
Plus 5 years or more	13.88	13.88	13.88

Table 6 - Hourly Rates For School-Based Trainees

	Year of schooling	
	Year 11	Year 12
	\$	\$
Wage levels A, B and C	7.80	8.59

3. Delete subparagraph (b) of paragraph (ii) of subclause (k) of clause 7, Wages and insert in lieu thereof the following:

- (b) An adult trainee who is undertaking a traineeship for an AQF IV qualification shall receive the following weekly wage as applicable based on the allocation of AQF III qualifications:

Industry/Skill Level	First Year of Traineeship \$	Second Year of Traineeship \$
Industry/Skill Level A	503.00	522.00
Industry/Skill Level B	485.00	503.00
Industry/Skill Level C	438.00	455.00

4. This variation shall take effect from the first full pay period commencing on or after 4 October 2007.

E. A. R. BISHOP, Commissioner

TRANSPORT INDUSTRY - QUARRIED MATERIALS, &c., CARRIERS INTERIM CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Extractive Industries, New South Wales.

(No. IRC 544 of 2005)

Before Commissioner Connor

4 October and 2 November 2007

DETERMINATION

This Interim Contract Determination has been made in order to facilitate the operation of a trial period for contract carriers to cart quarried materials at cartage rates for vehicles not otherwise specified in the Transport Industry - Quarried Materials &c., Carriers Contract Determination ("TIQMCD").

1.1 Preamble

The rates in this Interim Contract Determination will give principal contractors more operational flexibility whilst compensating contract carriers at fair and reasonable cartage rates for work performed.

1.2 Trial Period

A trial period shall operate for a period of 12 months commencing from 4 October 2007.

1.3 Area & Incidence

- (a) This Interim Determination will apply to all contracts of carriage of "Quarried Materials &c." as defined in clause 1, Definitions of the TIQMCD.
- (b) This Interim Determination will apply to all contractors (other than municipal, city & Shire councils) and contract carriers engaged in or in connection with such work within the State of NSW (excluding the County of Yancowinna).
- (c) This Interim Contract Determination shall be read and construed in conjunction with the TIQMCD. Where there is any inconsistency between the provisions contained within the TIQMCD and the provisions of this Interim Contract Determination, the provisions in this Interim Contract Determination will apply.

1.4 Cartage Rates During Trial Period

The cartage rates that will apply to a contract carrier who participates in a trial pursuant to this Interim Contract Determination are set out in Annexure A subject to the Transport Industry (GST Protocol) Contract Determination and the Boral GST Protocol (Facilitation and Compliance) Contract Determination which will continue to apply during the life of this Interim Contract Determination.

1.5 Voluntary Participation

- (a) A contract carrier must elect to participate in the trial period. Such election should be made in writing, signed by the contract carrier, and in the form as set out in clause 1.9 of this Interim Contract Determination.
- (b) During the trial period, the Transport Workers Union ("Union") may request copies of the election forms from the principal contractor provided the contract carrier has given consent to the principal contractor to provide the election form to the Union.

1.6 Contract Carrier Requirements

- (a) In order to participate in the trial the contract carrier must have units capable of operating at GCM of 42.5 tonnes or greater in tri-axle trailer configuration or capable of operating at GCM of 48 tonnes or greater in truck or dog configuration.

1.7 Monitor & Review

- (a) The principal contractor must keep a record of all contract carriers who have elected to participate in the trial, the location of where they have performed the work and all payments which have been made to the contract carriers that relate to this trial.
- (b) The principal contractor will document the following information and provide it to the Union at three monthly intervals:
- (i) the number of contract carriers who have participated in the trial during that period; and
 - (ii) the locations of where the work has been performed during that period; and
 - (iii) all payments which have been made to the contract carriers during that period that relate to the trial.
- (c) At the end of the trial period, the principal contractor will perform a review of the trial to ensure that the Interim Contract Determination is suitable to the needs of the principal contractor and that the contract carriers are satisfied with the new rates structure. The principal contractor will invite the Union's input during the review process and properly consider that input.

1.8 Conclusion of the trial period

- (a) At the conclusion of the trial period either party may make application to vary the TIQMCD by inserting the cartage rates outlined in Annexure A and any other terms based on the findings of the trial period.

1.9

DRIVER ELECTION FORM

Principal Business Name:

Location of work to be performed:

I _____ of
 (Print Name)

Business Name

ABN Number

elect to participate in the trial as set out in the Transport Industry - Quarried Materials &c., Carriers Interim Contract Determination. Having made this election to participate in the trial, I understand that I will be paid the cartage rates set out in the Transport Industry - Quarried Materials &c., Carriers Interim Contract Determination.

Signed:

Dated:

Witness:

(Print Name)

Signed

In order to ensure that drivers are electing on a voluntary basis to take part in the trial, these forms may be provided to the Transport Workers Union, subject to drivers consent.

Please tick this box if you consent to this form being provided to the Union.

ANNEXURE A

SCHEDULE IA

VEHICLES WITH A GCM OF 42.5 TONNES CARTAGE RATES

QUANTITY / DISTANCE RATES

Symbol	Item	Rate \$	Unit
F.F	Flag Fall	2.644	Per Tonne
A		0.156	Per Tonne
B		0.142	Per Tonne
C		0.134	Per Tonne
D		0.12	Per Tonne
E		0.113	Per Tonne
F		0.107	Per Tonne
G		0.101	Per Tonne
H	Large Material	0.80	Per Tonne
I	Large Material 600+ Material	1.35	Per Tonne

Notation:

The cartage rates above have been calculated by applying the following percentages to the rates in Schedule 1 of Annexure A of the TIQMCD:

Schedule IA - 75%

SCHEDULE 1B

VEHICLES WITH A GCM OF 48 TONNES CARTAGE RATES QUANTITY/ DISTANCE RATES

Symbol	Item	Rate \$	Unit
F.F	Flag Fall	2.47	Per Tonne
A		0.146	Per Tonne
B		0.132	Per Tonne
C		0.125	Per Tonne
D		0.112	Per Tonne
E		0.106	Per Tonne
F		0.10	Per Tonne
G		0.094	Per Tonne
H	Large Material	0.743	Per Tonne
I	Large Material 600+ Material	1.256	Per Tonne

Notation:

The cartage rates above have been calculated by applying the following percentages to the rates in Schedule 1 of Annexure A of the TIQMCD:

Schedule IB - 70%

P. J. CONNOR, Commissioner

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TRANSPORT INDUSTRY - REDUNDANCY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 684 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

1. Delete the last paragraph in clause 11, Area, Incidence and Duration of the award published 8 September 2000 (318 I.G. 458), and insert in lieu thereof the following:

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

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

R. W. HARRISON *D.P.*

Printed by the authority of the Industrial Registrar.

TRANSPORT INDUSTRY - RETAIL (STATE) AWARD 1999

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 685 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

1. Insert at the end of clause 41, Area, Incidence and Duration of the award published 15 September 2000 (318 I.G. 806), the following new paragraphs.

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

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

R. W. HARRISON *D.P.*

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TRANSPORT INDUSTRY - RETAIL (STATE) AWARD 1999

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1491 of 2007)

Before Commissioner Macdonald

3 October 2007

VARIATION

1. Delete clause 4, Arbitrated Award Safety Nets and Further Claims, of the award published 15 September 2000 (318 I.G. 806), and insert in lieu thereof the following:

4. Arbitrated Award Safety Nets and Further Claims

The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:

- (a) any equivalent over award payments, and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Part B, Monetary Rates and insert in lieu thereof the following:

PART B**MONETARY RATES****Table 1 - Wages (Division A - General Rates)**

Classification	Former Rate (per week) \$	State Wage Case Adjustment 2007 \$	New Rate (per week) \$
Transport Worker Grade One	559.40	20.00	579.40
Transport Worker Grade Two	573.00	20.00	593.00
Transport Worker Grade Three	582.40	20.00	602.40
Transport Worker Grade Four	590.60	20.00	610.60
Transport Worker Grade Five	613.70	20.00	633.70
Transport Worker Grade Six	619.00	20.00	639.00
Transport Worker Grade Seven	635.40	20.00	655.40
Transport Worker Grade Eight	665.90	20.00	685.90
Transport Worker Grade Nine	590.90	20.00	610.90

Table 2 - Allowances

Item	Clause	Description	Former Rate \$	New Rate (+4% SWC 2007) \$
1	9	Driving more than one horse (per horse)	15.91	16.55
2	9	Removal and delivery of furniture, etc. (per day or part thereof)	4.99	5.19
3	9	Wharves and railway yards (per day or part thereof)	4.99	5.19

Table 3 - Wages (Clause 14 - Juniors)

Item	Clause	Age	Percentage of Transport Worker Grade One or Two %
1	12	At 18 years of age	75
	12	At 19 years of age	85
	12	At 20 years of age	90

Table 4 - Additional Payments and Allowances

Item	Clause	Description	Rate \$	New rate (+4% SWC 07) \$
1	13(a)	Amount collected per week More than \$30 but not more than \$150 (per week)	4.76	4.95
2		More than \$150 but not more than \$250 (per week)	6.76	7.03
3		More than \$250 but not more than \$400 (per week)	9.76	10.15
4		More than \$400 but not more than \$600 (per week)	14.25	14.82
5		More than \$600 (per week)	18.86	19.61
6	13(b)(iv)(c)	Travelling and living away expenses (per day)*	35.95	36.40
7	13(b)(v)	Weekend / Holiday Expenses (per day)*	33.40	33.80
8	13(b)(vii)	Camping Out Allowance (per week)*	77.55	78.50
9	13(b)(vii)	Camping Out Allowance (less than 7 days) (per day)*	11.30	11.45
10	13(c)	Garaging or stabling (per week)*	18.80	18.80
11	13(d)	First Aid Officer (per day)	2.00	2.08
12	15(I)(iii)	Minimum payable during a trial period (per week)	59.87	62.26
13	17(a)(ii)	General Shops - Casual employees working on a Saturday: Engagements up to and incl. four hours - Adult Employees (per shift) Employees under 21 years of age (per shift) Engagements exceeding four hours - Adult Employees (per shift) Employees under 21 years of age (per shift)	5.81 3.88 11.98 6.59	6.04 4.04 12.46 6.85
14	17(a)(iii)	Special and Confection Shops - Casual employees working on a Saturday: Adult Employees (per shift) Employees under 21 years of age (per shift)	5.81 3.88	6.04 4.04
15	17(c)(ii)	Confection Shops finishing after 10pm. (per night)	1.66	1.73
16	23(i)	Meal Allowance (per meal)	10.80	11.10
17	23(ii)	Breakfast Allowance (Confection Shops Only)(per meal)	10.80	11.10

* Indicates item increased as per CPI to June 2007.

Table 5 - Long Distance Rate

Former rate (cents/km)	New rate (cents/km)
28.65	29.55

3. This variation shall commence from the first pay period commencing on or after 29 November 2007.

A. MACDONALD, Commissioner

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TRANSPORT INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 690 of 2007)

Before The Honourable Mr Deputy President Harrison

31 July 2007

REVIEWED AWARD

1. Insert at the end of clause 50, Area, Incidence and Duration of the award published 26 September 1997 (301 I.G. 204), the following new paragraphs:

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

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

R. W. HARRISON *D.P.*

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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 and another.

(No. IRC 1135 and 1145 of 2007)

Before Commissioner Cambridge

19 July 2007

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 2007. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.'
2. Delete Table 1-Wage Rates of Part B, Monetary Rates and insert in lieu thereof the following:

Table 1 - Wage Rates

Level	Former rate Per Week \$	SWC 2007 \$	Total Wage Per Week \$
1	511.30	20.00	531.40
2	528.30	20.00	548.30
3(a)	553.90	20.00	573.90
3(b)	562.80	20.00	582.80
4	572.60	20.00	592.60
5	607.00	20.00	627.00
6	647.60	20.00	667.60
7	668.90	20.00	688.90

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	0.66 per week
4	26.1	First Aid Allowance	10.00 per week 2.00 per shift

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

APPENDIX A

Training Wage 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 Skill Level A.

	Highest year of schooling completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	237.00	261.00	313.00
Plus 1 year out of school	261.00	313.00	364.00
Plus 2	313.00	364.00	424.00
Plus 3	364.00	424.00	485.00
Plus 4	424.00	485.00	
Plus 5 years or more	485.00		

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	237.00	261.00	303.00
Plus 1 year out of school	261.00	303.00	349.00
Plus 2	303.00	349.00	410.00
Plus 3	349.00	410.00	467.00
Plus 4	410.00	467.00	
Plus 5 years or more	467.00		

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	237.00	261.00	300.00
Plus 1 year out of school	261.00	300.00	338.00
Plus 2	300.00	338.00	377.00
Plus 3	338.00	377.00	422.00
Plus 4	377.00	422.00	
Plus 5 years or more	422.00		

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	237.00	261.00

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	7.80	8.59	10.30
Plus 1 year after leaving school	8.59	10.30	11.97
Plus 2 years	10.30	11.97	13.95
Plus 3 years	11.97	13.95	15.95
Plus 4 years	13.95	15.95	
Plus 5 years or more	15.95		
Wage Level B			
School leaver	7.80	8.59	9.97
Plus 1 year after leaving school	8.59	9.97	11.48
Plus 2 years	9.97	11.48	13.49
Plus 3 years	11.48	13.49	15.36
Plus 4 years	13.49	15.36	
Plus 5 years or more	15.36		
Wage Level C			
School leaver	7.80	8.59	9.87
Plus 1 year after leaving school	8.59	9.87	11.12
Plus 2 years	9.87	11.12	12.40
Plus 3 years	11.12	12.40	13.88
Plus 4 years	12.40	13.88	
Plus 5 years or more	13.88		

Table 6 - Hourly Rates for School-Based Traineeships

	Year of schooling	
	Year 11	Year 12
	\$	\$
Wage levels A, B and C	7.80	8.59

5. This variation shall take effect from the first full pay period commencing on or after 4 September 2007.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

VAN SALES 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 and another.

(No. IRC 1135 and 1145 of 2007)

Before Commissioner Cambridge

19 July 2007

VARIATION

1. Delete clause 5, Arbitrated Safety Net Adjustment, of the award published 7 September 2001 (327 I.G. 529), and insert in lieu thereof the following:

5. Arbitrated Safety Net Adjustment

- (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. There 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 - Wages

Classification	Total Rate per week \$
Van Sales Employees Local - In charge of a vehicle with carrying capacity of:	
up to or equal to 2 tonnes	568.40
over 2 and up to 5 tonnes	572.10
over 5 tonnes	576.30
Van Sales Employees Country - In charge of a vehicle with a capacity of:	
up to or equal to 2 tonnes	583.10
over 2 and up to 5 tonnes	587.00
over 5 tonnes	591.40

The carrying capacity shall be the difference between the tare weight and the aggregate weight as shown on the vehicle registration certificate.

3. Delete Items 1, 6 and 7 from 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	4(ii)	Allowance for driving refrigerated vans	7.49 per week
6	45(ii)	Technical Qualification Allowance	17.76 per week
7	45(iii)	Washing of any vehicle	8.30

4. This variation shall take effect from the first full pay period commencing on or after 4 August 2007.

I. W. CAMBRIDGE, Commissioner

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VEGETABLE OILS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

FAMILY PROVISIONS CASE - 19 DECEMBER 2005.

(No. IRC 4201 of 2005)

VARIATION

1. Insert into clause 14, Bereavement Leave, of the award published 24 August 2001 (327 I.G. 183), the following new item 14(vi):

14(vi) Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in 14(ii) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 21.1.3(ii) of clause 21, Personal/Carer's Leave.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

2. Delete 21.1.1 of clause 21, Personal/Carer's Leave, and insert in lieu thereof the following:

21.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 21.1.3(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 13, Sick Leave of the award, for absences to provide care and support for such persons when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

3. Delete 21.1.2 of clause 21, Personal/Carer's Leave, and insert in lieu thereof the following:

21.1.2 The employee shall, if required,

- (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

4. Insert the following notation at the end of 21.1.4 of clause 21, Personal/Carer's Leave:

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 25, Dispute Settlement Procedure, should be followed.

5. Delete 21.2.1 of clause 21, Personal/Carer's Leave, and insert in lieu thereof the following:

21.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in 21.1.3(ii) above who is ill or who requires care due to an unexpected emergency.

6. Delete 21.3.1 of clause 21, Personal/Carer's Leave, and insert in lieu thereof the following:

21.3.1 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.

7. Insert the following new item 21.3.4 into clause 21, Personal/Carer's Leave, as follows:

21.3.4 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.

8. Insert the following new item 21.6 into clause 21, Personal/Carer's Leave, as follows:

21.6 Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 21.1.2 and 21.1.4 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 21.1.3(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (3) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

9. Insert in the Arrangement the following new clause number and subject matter:

14A. Parental Leave

10. Insert the following new clause 14A, Parental Leave, as follows:

14A. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

(2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

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

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

(3) Right to request

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

- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

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

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

(d) Request to return to work part-time

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

(4) Communication during parental leave

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

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

(b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

11. This order shall take effect on and from 19 December 2005.

NOTE: This variation is made pursuant to section 50 of the *Industrial Relations Act* 1996, to give effect to the orders made by the Industrial Relations Commission of New South Wales (Full Commission: Wright J, President, Sams DP, Staff J and Ritchie C) on 19 December 2005, published 27 January 2006 (353 I.G. 731).

G. M. GRIMSON Industrial Registrar.

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VEGETABLE OILS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1983 of 2007)

Before Commissioner Ritchie

9 November 2007

VARIATION

1. Delete clause 4, State Wage Case Adjustments, of the award published 24 August 2001 (327 I.G. 183), and insert in lieu thereof the following:

4. State Wage Case Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:

- (i) any equivalent overaward payment; 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), Adult Employees of Table 1 - Rates of Pay and Table 2 - Other Rates and Allowances of Part B, Monetary Rates and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

- (i) Adult Employees -

Classification	SWC 2006 Amount \$	SWC 2007 Adjustment \$	SWC 2007 Amount \$
Level One: (96%) Solvent Extractor, Refiner	579.50	20.00	599.50
Level Two: (89.9%) Machine Operators, Assistant Refiner, Press Person, Employee Working Expellers, Oil Pumperson, Delinter and/or Dehuller Operator, Forklift Operator, Meat Packer and Sewer	554.10	20.00	574.10
Level Three: (87.4%) Crusher Feeder, Solvent Extractor Hand, Baler Operator, Seed Intake Operator	543.70	20.00	563.70
Level Four: (83%) All Others	525.40	20.00	545.40

Table 2 - Other Rates and Allowances

Item No.	Clauses No.	Brief Description	SWC 2006 Amount \$	SWC 2007 Amount \$
	3(iii)	Leading Hand Allowance		
1		In charge of 3 to 6 employees	20.90	21.70
2		In charge of 7 to 10 employees	25.70	26.70
3		In charge of 11 to 15 employees	31.10	32.30
4		In charge of over 15 employees	38.80	40.40
5	3(v)	During Cotton Seed Operations	0.26/hour	0.27/hour
6	9	Meal Allowance	10.00	10.35
7	20	First-Aid Allowance	2.40/day or shift	2.50/day or shift

"Note": These allowances are contemporary for expense related allowances as at 30 March 2007 and for work related allowances are inclusive of adjustment in accordance with the June 2007 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

- 3 This variation shall take effect from the first full pay period to commence on or after 17 November 2007.

D.W. RITCHIE, Commissioner

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VEHICLE INDUSTRY - REPAIR SERVICES AND RETAIL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1135 and 1145 of 2007)

Before Commissioner Cambridge

26 July 2007

VARIATION

1. Delete paragraph (b) of clause 6, Wage Rates of the award published 22 November 2002 (337 I.G. 65), and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:
 - (i) any equivalent 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 - Adult Weekly Employees of Part B and insert in lieu thereof the following:

Table 1 - Wages - Adult Weekly Employees

Wage Group Level	Total Rate per week \$
1	531.40
2	541.10
3	584.50
4	600.30

3. Delete Table 2 - Wages - Junior Weekly Employees of the said Part B and insert in lieu thereof the following:

Table 2 - Wages - Junior Weekly Employees

Classification	Percentage	Rate per Week \$
GROUP B (Percentage of Level 1)		
Under 17 years	47.5	252.40
At 17 years	50	265.70
At 18 years	62.5	332.15
At 19 years	75	398.55
At 20 years and over	87.5	465.00
GROUP A (Percentage of Level 3)		
Under 17 years	47.5	277.65
At 17 years	50	292.25
At 18 years	62.5	365.30
At 19 years	75	438.40
At 20 years and over	87.5	511.45

4. Delete Table 3 - Wages - Casual Driveway Attendants of the said Part B and insert in lieu thereof the following:

Table 3 - Wages - Casual Driveway Attendants

Classification	Percentage	Rate per hour \$
RATE 1 - Monday to Friday -		
Under 18 years	50	9.22
At 18 years	62.5	11.52
At 19 years	75	13.82
At 20 years and over	100	18.43
RATE 2 - Saturday, Sunday and Public Holiday -		
Under 18 years	50	12.02
At 18 years	62.5	15.02
At 19 years	75	18.02
At 20 years and over	100	24.03
RATE 3 - Overtime -		
Under 18 years	50	5.14
At 18 years	62.5	6.42
At 19 years	75	7.70
At 20 years and over	100	10.27
RATE 4 - Console Allowance		
Under 18 years	50	0.32
At 18 years	62.5	0.32
At 19 years	75	0.31
At 20 years and over	100	0.31

5. Delete Table 4 - Wages - Casual Console Operators of the said Part B and insert in lieu thereof the following:

Table 4 - Wages - Casual Console Operators

Classification	Percentage	Rate per hour \$
RATE 1 - Monday to Friday -		
Under 18 years	50	10.09
At 18 years	62.5	12.61
At 19 years	75	15.13
At 20 years and over	100	20.17
RATE 2 - Saturday, Sunday and Public Holiday -		
Under 18 years	50	13.12
At 18 years	62.5	16.39
At 19 years	75	19.67
At 20 years and over	100	26.23
RATE 3 - Overtime -		
Under 18 years	50	5.72
At 18 years	62.5	7.15
At 19 years	75	8.58
At 20 years and over	100	11.44

6. Delete Table 5 - Wages - Training - Skill Level A and Table 6 - Wages - Training - Skill Level B of the said Part B and insert in lieu thereof the following:

Table 5 - Wages - Training - Skill Level A

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

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	237.00	261.00	313.00
Plus 1 year out of school	261.00	313.00	364.00
Plus 2 years	313.00	364.00	424.00
Plus 3 years	364.00	424.00	485.00
Plus 4 years	424.00	485.00	
Plus 5 years or more	485.00		

Table 6 - Wages - Training - Skill Level B

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

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	237.00	261.00	303.00
Plus 1 year out of school	261.00	303.00	349.00
Plus 2 years	303.00	349.00	410.00
Plus 3 years	349.00	410.00	467.00
Plus 4 years	410.00	467.00	
Plus 5 years or more	467.00		

* Figures in brackets indicate 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 rates is 20%.

7. Delete items 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 from Table 7 - Allowances of the said Part B and insert in lieu thereof the following:

Item No.	Clause No.	Brief Description	Amount \$
1	6(1)(c)	Console Allowance	9.60 per week
2	6(1)(d)	Leading Hand Allowance - In charge of - 3 to 10 employees 11 to 20 employees 21 or more employees	27.15 per week 40.85 per week 52.00 per week
3	10(a)	Confined spaces	0.60 per hour
4	10(b)(i)	Dirty work	0.47 per hour
5	10(b)(ii)	Dirty work - minimum payment any day/shift	1.85 day/shift
6	10(c)(i)(1)	Hot places - 46 - 54 degrees Celsius	0.47 per hour
7	10(c)(i)(2)	Hot places - in excess of 54 degrees Celsius	0.60 per hour
8	10(d)	Livestock transports - working on stock compartments	0.47 per hour
9	10(e)	First Aid Qualifications	12.50 per week
10	10(g)	Handling glass or slagwool	0.60 per hour

8. Delete Table 8 - Hourly Rates for Trainees Who Have Left School of the said Part B and insert in lieu thereof the following:

Table 8 - Hourly Rates for Trainees Who Have Left School

SKILL LEVEL A	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	7.80	8.59	10.30
Plus 1 year after leaving school	8.59	10.30	11.97
Plus 2 years	10.30	11.97	13.95
Plus 3 years	11.97	13.95	15.95
Plus 4 years	13.95	15.95	
Plus 5 years or more	15.95		
SKILL LEVEL B	Year 10 \$	Year 11 \$	Year 12 \$
School leaver	7.80	8.59	9.97
Plus 1 year after leaving school	8.59	9.97	11.48
Plus 2 years	9.97	11.48	13.49
Plus 3 years	11.48	13.49	15.36
Plus 4 years	13.49	15.36	
Plus 5 years or more	15.36		

9. This variation shall take effect from the first full pay period commencing on or after 4 August 2007.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

WAREHOUSE EMPLOYEES' - GENERAL (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1135 and 1145 of 2007)

Before Commissioner Cambridge

19 July 2007

VARIATION

1. Delete clause 4, State Wage Case Adjustments of the award published 23 November 2001 (329 I.G. 860) and insert in lieu thereof the following:

4. State Wage Case Adjustments

The rates of pay in this award include the adjustments payable under the State Wage Case 2007. These adjustments may be offset against:

- (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete subclause (i) Adult Employees of Table 1 - Wages of Part B, Monetary Rates, and insert in lieu thereof the following:
- (i) Adult Employees -

Group No.	Classification	Former Rate Per Week \$	SWC 2007 Per Week \$	Total Rate Per Week \$
1	Checker	528.70	20.00	548.70
2	Assembler	528.70	20.00	548.70
3	Replenisher/Stockhand	528.70	20.00	548.70
4	Sorter	528.70	20.00	548.70
5	Wrapper/Tier	528.70	20.00	548.70
6	Indoor Salesperson	528.70	20.00	548.70
7	Department of Manager - in charge of:			
	(i) from 1 to 4 assistants	543.30	20.00	563.30
	(ii) from 5 to 12 assistants	551.70	20.00	571.70
	(iii) from 13 to 25 assistants	560.60	20.00	580.60
	(iv) over 25 assistants	565.30	20.00	585.30

Former Rate includes three \$8.00 Arbitrated Safety Net Adjustments, and the August 1997 through to May 2005 SWC adjustments.

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

Item No.	Clause No.	Brief Description	Amount \$
1	3(v)	Allowance for Section Head	9.90 per week
2	3(vi)	Qualified Parts Salesman	17.20 per week
4	25(ii)	First-aid	2.18 per day

4. This variation shall take effect from the first full pay period commencing on or after 4 August 2007.

I. W. CAMBRIDGE, Commissioner

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(701)

SERIAL C6275**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 and another.

(No. IRC 1135 and 1145 of 2007)

Before Commissioner Cambridge

19 July 2007

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 2007. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete (i) Adult Employees of Table 1 - Wages of Part B, Monetary Rates and insert in lieu thereof the following:
 - (i) Adult Employees -

Classification	Former Rate Per Week \$	SWC 2007 \$	Total Rate Per Week \$
Checker (first 3 months)	543.65	20.00	563.65
Assembler (first 3 months)	543.65	20.00	563.65
Checker	564.50	20.00	584.50
Assembler	564.50	20.00	584.50
Indoor Salesperson	562.80	20.00	582.80
Section Leader	583.30	20.00	603.30
Buyer	583.30	20.00	603.30
Buyer in charge	598.20	20.00	618.20
Department Manager - Second in Charge	598.20	20.00	618.20
Department Manager	639.95	20.00	659.95

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

3. Delete Items 1, 2, 4 and 5 of Table 2 - Other Rates and Allowances of the said the 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	15.68 per shift
2	9(e)(ii)	Night shift allowance	21.17 per shift
4	34(f)	First-aid	2.36 per shift
5	34(g)	Dirty work, etc	0.46 per hour

4. This variation shall take effect from the first full pay period commencing on or after 4 August 2007.

I. W. CAMBRIDGE, Commissioner

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(710)

SERIAL C6282

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 and another.

(No. IRC 1135 and 1145 of 2007)

Before Commissioner Cambridge

19 July 2007

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 2007. These adjustments may be offset against.
- (i) any equivalent overaward payments, and/or
- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Wages of Part B, Monetary Rates and insert in lieu thereof the following:

Table 1 - Wages

(i)

Classification	Total Rate \$
Head Salesperson (Foreperson)	652.70
Banana Ripener	591.20
Salesperson	574.80
Fork Lift Driver	565.30
General Assistant	544.40

(ii)

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 2007.

I. W. CAMBRIDGE, Commissioner

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WINE INDUSTRY CONSOLIDATED (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 771 of 2007)

Before Mr Deputy President Grayson

24 July 2007

REVIEWED AWARD

1. Delete the fourth and fifth paragraph of clause 41, Area, Incidence and Duration, of the award published 3 November 2000 (319 I.G. 1065) and insert in lieu thereof the following:

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

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

J. P. GRAYSON *D.P.*

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(310)

SERIAL C6300**WIRE DRAWN FERRIES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 691 of 2007)

Before Commissioner McLeay

15 September 2007

REVIEWED AWARD

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 2006 and 2007. These adjustments may be offset against:
 - (a) any equivalent overaward payments; and/or
 - (b) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete subclauses 31.4 and 31.5 of clause 31, Area, Incidence and Duration and insert in lieu thereof the following:
 - 31.4 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 15 September 2007.
 - 31.5 This award remains in force until varied or rescinded, the period for which it was made already having expired.
3. 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 Per Week \$	SWC - 2007 Per Week \$	Total Rate Per Week \$
Master Engine Driver	567.80	20.00	20.00	607.80
General Purpose Hand	555.60	20.00	20.00	595.60

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$	New Amount \$
1	8.2.1	Continuous Shift (day, afternoon and night)	38.83	42.00
2	8.2.2	Two Shift Roster (day and afternoon)	33.17	35.88
3	9.2	Meal Allowance	9.68	10.47

4	9.2	Meal Allowance	8.03	8.68
5	19.2	Board and Lodging Allowance	356.38	385.47
6	19.2	Living expenses incurred in the case of broken parts of a Week	50.68	54.82
7	20.3	Fares and Travelling Allowances Engine Capacity (cc)		
		Up to 1600	53.15 cents per km	57.49 cents per km
		1601 to 2600	61.10 cents per km	66.08 cents per km
		over 2600	62.83 cents per km	67.95 cents per km

J. McLEAY, Commissioner

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ENTERPRISE AGREEMENTS APPROVED BY THE INDUSTRIAL RELATIONS COMMISSION

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

EA08/1 - Port Waratah Coal Services Enterprise Agreement 2007

Made Between: Port Waratah Coal Services Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, The Australian Workers' Union, New South Wales, The Seamens' Union of Australia, New South Wales Branch, Transport Workers' Union of New South Wales.

New/Variation: Replaces EA05/159.

Approval and Commencement Date: Approved and commenced 21 November 2007.

Description of Employees: The agreement applies to all employees employed by Port Waratah Coal Services Limited, employed at the company's operations at Carrington Coal Terminal, Kooragang Coal Terminal and associated wharf facilities at both locations, who fall within the coverage of the Port Waratah Coal Services Consent Enterprise (State) Award 2003 and the Port Waratah Coal Services Limited (Traineeship) (State) Award.

Nominal Term: 21 Months.

EA08/2 - The Buttery Enterprise Agreement 2007

Made Between: The Buttery Incorporated -&- Naomi Chaghaghi, Beverly Allen Clarke, Colin Clarke, Renato Conroy, Jane Elizabeth Conway, Glen Dark, Roy Geoffrey Dennett, Wayne Doyle, Deborah Felton, Susan Ferguson, Cameron Fleming, Brett Foster, Christian Gruft, Michael Hanley, Deidre Ikin, John Kerr, Annie Killeen, Melissa Matveyeff, Nicole Morgan-Smith, Paul Phillips, Gary Edwin Pike, Paul Stolzenhein, Delia Tipping, Christopher Tricker, Madhusudan Venkatachalam, Ben Von Einem, David Warmington.

New/Variation: Replaces EA99/25.

Approval and Commencement Date: Approved and commenced 20 November 2007.

Description of Employees: Applies to employees employed by The Buttery located at 346 Lismore Road, Binna-Burra NSW 2479, who are engaged as Community Service Workers, Office Administration Staff including Administration, Financial and Continuous Quality Improvement, Residential Care Workers and who fall within the coverage of the Social and Community Services Employees (State) Award and the Clerical and Administrative Employees Award.

Nominal Term: 36 Months.