

Vol. 361, Part 4

3 November 2006

Pages 645 - 781



NEW SOUTH WALES
INDUSTRIAL GAZETTE

Printed by the authority of the
Industrial Registrar
50 Phillip Street, Sydney, N.S.W.

ISSN 0028-677X

CONTENTS

Vol. 361, Part 4

3 November 2006

Pages 645 - 781

		Page
Awards and Determinations -		
Awards Made or Varied -		
Aged Care General Services (State) Award 2006	(VSW)	724
Ambulance Service of New South Wales Administrative and Clerical Employees	(VIRC)	774
Animal Welfare, General (State)	(VSW)	709
Breeding and Raising of Pigs, &c., Employees (State)	(VSW)	735
Canteen, &c., Workers (State)	(VSW)	729
Charitable Institutions (Professional Paramedical Staff) (State) Award 2006	(VSW)	719
Charitable Institutions (Professional Staff Social Workers) (State) Award 2006	(VSW)	728
Community Pharmacy (State) Award 2001	(VSW)	713
Cooma Challenge Limited Business Services (State) Award, The	(VSW)	763
Cotton Ginning, &c., Employees (State)	(VSW)	737
Cotton Growing Employees (State)	(VSW)	739
Crown Employees (Department of Arts, Sport and Recreation - Centres and Academy Managers) Award 2005	(VIRC)	768
Crown Employees (Office Of The Board Of Studies - Education Officers) Salaries and Conditions	(AIRC)	645
Crown Employees (Office Of The Board Of Studies - Education Officers) Salaries and Conditions	(VIRC)	766
Dairying Industry Employees (State)	(VSW)	741
Dental Technicians (State) Award 2006	(VSW)	765
Fish and Fish Marketing (State) Consolidated	(VSW)	743
Fruit Packing Houses Employees (State) Consolidated	(VSW)	745
Horticultural Industry (State) Consolidated	(VSW)	747
Malthouses (State)	(VSW)	734
Miscellaneous Workers' - General Services (State)	(VSW)	705
Mushroom Industry Employees (State)	(VSW)	749
Nurses' (Department of Ageing, Disability & Home Care) (State) Award 2005	(VSW)	699
Nursing Homes Professional Employees (State) Award 2006	(VSW)	731
Oyster Farms, &c. (State)	(VSW)	751
Pharmacy Assistants (State)	(VSW)	715
Poultry Farm Employees (State)	(VSW)	753
Poultry Industry Livestock (State)	(VSW)	755
Principal (Independent Schools) (State) Interim Award 2006	(AIRC)	669
Private Pathology Laboratories (State)	(VSW)	707
School Support Staff (Catholic Independent Schools) (State) Award 2005	(VIRC)	772
Strappers and Stable Hands (State)	(VSW)	761
Sugar Field Workers (State) Consolidated	(VSW)	757
Teachers (Catholic Early Childhood Service Centres and Pre-Schools) (State) Award 2006	(VIRC)	777
Van Sales Employees' (State)	(VSW)	717
Warehouse Employees' - General (State)	(VSW)	711
Wine Industry Consolidated (State)	(VSW)	759

Obsolete Awards -

Iplex Pipelines Australia Pty Limited (Hobas Plant) Enterprise (State)

781

CROWN EMPLOYEES (OFFICE OF THE BOARD OF STUDIES - EDUCATION OFFICERS) SALARIES AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Office of Board of Studies.

(No. IRC 2463 of 2006)

Before The Honourable Justice Schmidt

14 June 2006

AWARD

PART A

Arrangement

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
3A.	Deduction of Union Membership Fees
4.	Salary Packaging
5.	Salary Sacrifice to Superannuation
6.	Conditions Fixed by Other Awards
7.	Appointment and Mobility Provisions
8.	Flexible Work Arrangements
9.	Work Outside the Ordinary Hours of Work
10.	Consultation
11.	Training and Development
12.	Performance Appraisal
13.	Technology
14.	Dispute Resolution Procedures for the Parties
15.	Duties as Directed
16.	Personal/Carer's Leave
17.	Occupational Health and Safety
18.	Anti-Discrimination
19.	No Further Claims
20.	Area Incidence and Duration

PART B

MONETARY SALARY RATES

Table 1 - Salaries

PART A

1. Title

1. This award shall be known as the Crown Employees (Office of the Board of Studies - Education Officers) Salaries and Conditions Award.

2. Definitions

- 2.1 "Aboriginal Education Consultative Group" means a branch of the Office of the Board of Studies providing secretariat support to the independent, community based incorporated organisation, Aboriginal Education Consultative Group Inc., formed to provide advice and guidance to the Minister for Education on the direction of Aboriginal education in New South Wales.
- 2.2 "Act" means the *Public Sector Employment and Management Act 2002* and the Public Sector Employment and Management (General) Regulation 1996.
- 2.3 "Banked Time" means the amount of time by which Flextime is reduced by one or more days at the end of a settlement period for the purpose of being recredited to the officer to cover approved absences from work in future settlement periods.
- 2.4 "Chief Education Officer" means a salary classification that includes, but is not restricted to, Board Inspectors; Chief Planning Officers; Chief Assessment Officers; Chief Measurement Officers; President, Aboriginal Education Consultative Group; Chief Interactive Design Officers; Chief Curriculum Officers, and any successor performing the same role.
- 2.5 "Coretime" means the period during the day when an officer may be required to be on duty that is 9.30 am to 3.30 pm.
- 2.6 "Education Officer" means a salary classification for jobs and any successor performing the role within the Aboriginal Education Consultative Group.
- 2.7 "Employed" or "employment" means when an Officer is permanently appointed, on secondment, temporarily employed or temporarily appointed by the Office of the Board of Studies.
- 2.8 "Excess hours" shall mean all time on weekends or public holidays and all hours before or after the bandwidth hours specified at clause 8.5 necessarily occupied by direction of, or on their own initiative with the approval of, the General Manager in the performance of work which from its character or from special circumstances cannot be performed during the applicable bandwidth hours applying at the Officer's headquarters. Provided that excess hours for Officers for whom usual office hours are not fixed or for Officers engaged in field work shall mean all such time on any day in excess of their bandwidth hours of work per week divided by five.
- 2.9 "Federation" means the New South Wales Teachers Federation.
- 2.10 "Field Officer" means a Board of Studies Liaison Officer.
- 2.11 "Flextime" is the hours accrued under flexible work arrangements in a settlement period which may be carried forward to the next settlement period, unless accrued as Banked Time.
- 2.12 "Flex Leave" means Flextime carried forward or already accrued in a settlement period and then used to cover approved absences from work during the same settlement period.
- 2.13 "General Manager" means the person holding or acting in the office of the General Manager of the Office of the Board of Studies. Reference to the General Manager may from time to time refer to his/her delegate, meaning a person delegated by the General Manager to perform functions associated with the office.
- 2.14 "General Secretary" means the General Secretary of the New South Wales Teacher's Federation.
- 2.15 "Headquarters" means the administrative centre where the major part of the Officer's work is performed, where the Officer normally reports or the office to which the Officer is attached.
- 2.16 "Industrial instrument" means an award, an enterprise agreement, a public sector industrial agreement, a former industrial agreement, a contract determination or a contract agreement.

- 2.17 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the New South Wales *Industrial Relations Act* 1996.
- 2.18 "Office" means the Office of the Board of Studies NSW.
- 2.19 "Officer" or "Officers" means a person or all persons who is/are employed by or in the Office of the Board of Studies in the salary classifications of Chief Education Officer; Principal Education Officer; Senior Education Officer, Grade 1; Senior Education Officer, Grade 2; or Education Officer.
- 2.20 "Parties" means the Office of the Board of Studies, the New South Wales Teachers Federation and the Public Employment Office.
- 2.21 "Permanently appointed" means appointed to a permanent position pursuant to sections 17-23 of the Act.
- 2.22 "Principal Education Officer" means a job classification that includes, but is not restricted to Principal Curriculum Officers, Principal Assessment Officers and any successor performing the same role.
- 2.23 "Public Employment Office" means the employer of the staff of the Public Service for the purpose of industrial proceedings as defined by section 129 of the Act.
- 2.24 "Secondment" means when the Office of the Board of Studies employs by making use of the services of an officer of the Department of Education and Training pursuant to section 101 of the Act.
- 2.25 "Senior Education Officer, Grade 1" means a salary classification that includes, but is not restricted to, Assessment Officers, Curriculum Officers, Project Officers and any successor performing the same role.
- 2.26 "Senior Education Officer, Grade 2" means a salary classification that includes, but is not restricted to, Board of Studies Liaison Officers, Senior Assessment Officers, Senior Curriculum Officers, Senior Planning Officers, Senior Project Officers and any successor performing the same role.
- 2.27 "Standard Hours" means the ordinary hours of duty which are worked in the absence of flexible working hours between 8.30am to 4.30pm (or as otherwise determined by the General Manager), with an hour for lunch, Monday to Friday.
- 2.28 "Temporarily appointed" means employment of an Officer pursuant to sections 24 of the Act.
- 2.29 "Temporarily employed" means when the Office of the Board of Studies employs an Officer pursuant to section 27 of the Act.
- 2.30 "Western Division" means the Western Division of the State of New South Wales as defined by the Act.

3. Salaries

- 3.1 Officers will be employed in the salary classifications as defined in clause 2, Definitions.
- 3.2 Officers will be employed at annual salary levels not less than those for the classifications as set out in Part B, Monetary Salary Rates, except as may be provided for in respect of clause 4, Salary Packaging.
- 3.3 Unless the General Manager determines otherwise in accordance with subclause 3.4 of this clause, new Officers will be remunerated at the minimum salaries on commencement of employment under each of the classifications set out in the said Table 1, as follows:

Education Officer Level 1, 1st Year of Service;

Senior Education Officer, Grade 1 Level 1;

Senior Education Officer, Grade 2 the single salary point specified;

Principal Education Officer the single salary point specified;

Chief Education Officer, Level 1.

3.4 The General Manager will determine the remuneration of new Officers:

3.4.1 at the minimum rate of the appropriate salary classification; or

3.4.2 at such higher level specified in Table 1, having regard to:

the applicant's skill, experience and qualifications; and

the rate required to attract the applicant; and

the remuneration of existing Officers performing similar work.

3.5 An Officer employed in the salary classification of Chief Education Officer, Senior Education Officer Grade 1 or Education Officer shall be entitled to progress along or be maintained on the incremental scale for the officer's salary classification after each 12 months of service subject to the officer demonstrating by means of an annual review continuing efficiency in work practice, satisfactory performance and professional growth.

3.6 The salary payable for Chief Education Officers includes remuneration for all incidences of employment, including any existing expense or other allowance paid to Chief Education Officers covered prior to this award, for all hours worked and all other compensatory or other allowances other than:

3.6.1 annual leave loading;

3.6.2 travel or subsistence allowances;

3.6.3 allowances in relation to relocation expenses;

3.6.4 any approved reimbursement paid in relation to expenses incurred in the discharge of the Officer's duties.

3A. Deduction of Union Membership Fees

- (i) The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (ii) The union shall advise the employer of any changes 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 deducted from employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employee's union membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

4. Salary Packaging

- 4.1 Officers may participate in the Office's salary packaging scheme.
- 4.2 Except as otherwise provided in the agreed salary packaging scheme, Officers must be employed on the same conditions as set out in the award.

5. Salary Sacrifice to Superannuation

- 5.1 Notwithstanding the salaries prescribed by Part B, Monetary Rates, an employee may elect, subject to the agreement of the employee's department or agency, to sacrifice a portion of the wage/salary payable under clause 3, Salaries, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations. The availability of salary for packaging purposes will be determined following payment of post tax commitments and payroll deductions such as employee superannuation contributions, union fees, health fund, premiums and maintenance orders etc.
- 5.2 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
- (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
 - (b) 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 an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the said clause 3 in the absence of any salary sacrifice to superannuation made under this award.
- 5.3 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
- (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to the department or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 5.4 Where an employee makes an election in terms of subclause 5.3 of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.
- 5.5 Where the employee is a member of a superannuation scheme established under:
- (a) the Police Regulation (Superannuation) Act 1906;
 - (b) the Superannuation Act 1916;
 - (c) the State Authorities Superannuation Act 1987;
 - (d) the State Authorities Non-contributory Superannuation Act 1987; or
 - (e) the First State Superannuation Act 1992,

the employee's department or agency must ensure that the amount of any additional employer superannuation contributions specified in subclause 5.1 of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- 5.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 5.5 of this clause, the department or agency will continue to base contributions to that fund on the salary payable under clause 3 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

6. Conditions Fixed By Other Awards

- 6.1 The following industrial instruments and regulation or any successor thereto and any variations from time to time to the same, insofar as they fix conditions of employment applying to Officers covered by this award and pursuant to this award, shall apply to Officers unless specifically varied by this award in which case the provisions of this award take precedence:

Crown Employees (Transferred Officers Excess Rent Assistance) Agreement No. 2354 of 1981;

Crown Employees (Transferred Officers' Compensation) Award 2002 published 28 March 2003;

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

Public Sector Employment and Management Act 2002

Public Sector Employment and Management (General) Regulation 1996

7. Appointment and Mobility Provisions

- 7.1 Where the public service sick leave entitlement is exhausted, Officers on secondment from the Department of Education and Training or Officers temporarily employed from any other New South Wales Government Department/Declared Authority can access, provided the Office agrees, cumulative sick leave entitlements for their use, provided this is agreed to by the Department of Education and Training or any other New South Wales Government Department/Declared Authority. The conversion of the cumulative sick leave entitlement will be attended to by the Office.
- 7.2 Officers on secondment from the Department of Education and Training and Officers temporarily employed from any other New South Wales Government Department/Declared Authority can access, provided the Office agrees, any accrued long service leave entitlements for their use, provided this is agreed to by the Department of Education and Training or the relevant New South Wales Government Department/Declared Authority. The conversion of the long service leave entitlement will be attended to by the Office.
- 7.3 The Office will facilitate, where agreed, an Officer's portability of entitlements for long service and sick leave whilst they are in the employment of the Office.
- 7.4 In addition to the provisions of the Public Sector Employment and Management (General) Regulation 1996 and the Crown Employees (Public Service Conditions of Employment Award) 2006 where the balance of any period of maternity/adoption leave extends beyond the period an Officer is employed, the Office will pay the difference in salary between the Officer's substantive salary and the salary whilst at the Office for the term of the leave taken, unless it coincides with any period of paid leave other than maternity/adoption leave.
- 7.5 An extension of a period of employment in order to coincide with an Officer's return to a teaching service for Day 1 Term 1 Eastern Division or Day 1 Term 1 Western Division of a school year or to reflect a change in the Department of Education and Training policy will be taken into specific regard in Office employment practices.

- 7.6 The Office's superannuation provisions are to be no less beneficial than what Officers on secondment or Officers temporarily employed from any other New South Wales Government Department/Declared Authority would have received had they remained in their original positions.
- 7.7 Officers who demonstrate that they are existing contributors to either the State Superannuation Fund or the State Authorities Superannuation Scheme are entitled to retain their membership of those schemes as provided for in the *Superannuation Act 1916*, the *State Authorities Superannuation Act 1987* or the *First State Superannuation Act 1992*.
- 7.8 Credit of recreation leave may be granted to Officers on secondment or temporarily employed Officers recruited directly from schools or TAFE colleges, in accordance with the following:

If the Officer Commences: Recreation Leave to be Credited

January before 18th	10 days
January on or after 18th	5 days
February	5 days
March before 30th	5 days
March on or after 30th	10 days
April before vacation	10 days
April on or after 27th	5 days
May	5 days
June before 15th	5 days
June on or after 15th	10 days
July before vacation	10 days
July on or after 20th	5 days
August	5 days
September before 7th	5 days
September on or after 7th	10 days
October	5 days
November before 10th	5 days
November on or after 10th	10 days
December	10 days

Thereafter, recreation leave accrues at the normal rate.

- 7.9 For the purpose of workers' compensation, the employer of Officers is the Office in terms of the *Workers Injury Management and Workers Compensation Act 1998* or any successor thereto.
- 7.10 The letters of employment for all Officers will designate the salary and conditions of employment. For Officers on secondment from the Department of Education and Training and Officers temporarily employed or temporarily appointed, the letters of employment will designate the duration, salary and conditions of their employment.

8. Flexible Work Arrangements

The conditions under which flexible working hours operate are set out in this clause.

- 8.1 No officer can be directed to work under Flexible Work Arrangements. Those officers not participating in Flexible Work Arrangements will work standard hours as defined in clause 2.27.
- 8.2 Application

The Flexible Work arrangements that apply to Officers covered by this award are set out as follows:

- 8.2.1 Principal Education Officers, Senior Education Officers (except for Field Officers) and Education Officers -Clauses 8.2 to 8.11 inclusive and 8.13 to 8.16 inclusive.
- 8.2.2 Field Officers (BOSLOS) Clauses 8.12 to 8.16 inclusive.

- 8.2.3 Chief Education Officers (CEO's) Clause 8.17.
- 8.3 Settlement Period
- 8.3.1 The settlement period for the purpose of sub-clause 8.2.1 is 12 weeks. The settlement period for the purpose of sub-clause 8.2.2 is 4 weeks.
- 8.4 Ordinary Hours of Work and Standard Hours
- 8.5 Standard Bandwidth
- 8.5.1 The standard bandwidth is 7.00 am to 7.00 pm. Normal work can be undertaken during the period 7.30 am to 6.00 pm and additional hours work credited as accrued work time (as defined in sub-clause 2.2).
- 8.5.2 If normal work is undertaken at the Officer's own initiative and with the approval of the General Manager or delegate between 7.00 am and 7.30 am or 6.00 am and 7.00 pm this time will be credited as accrued work time.
- 8.5.3 If an Officer is directed to work between 7.00 am and 7.30 am or 6.00 pm and 7.00 pm or at other times outside the bandwidth, including Saturday and Sunday compensatory leave will be accruable in accordance with clause 9 of this award.
- 8.5.4 An officer, who requests to work outside the standard bandwidth, must obtain approval of their General Manager or delegate. The time worked is to be counted towards Accrued Work time (AWT).
- 8.5.5 If approval to work outside the bandwidth is not sought or given, then the time worked outside the standard bandwidth is not to be counted towards Accrued Work Time (AWT).
- 8.6 Coretime
- 8.6.1 The standard coretime is 9.30am to 3.30pm subject to the provisions as detailed in clause 8.8.
- 8.6.2 The standard coretime may only be varied at the request of an individual Officer with the agreement of the General Manager or delegate.
- 8.6.3 In exceptional circumstances officers may commence work after 9.30 am or before 3.30 pm the time taken shall be flex leave. This arrangement must be agreed between the officer and General Manager or delegate.
- 8.7 Hours Worked
- 8.7.1 All Officers are entitled to work a minimum of 7 hours on any day. An officer cannot be directed to work less than 7 hours on any day. An Officer may choose to work less than 7 hours in one day with the agreement of the General Manager or delegate.
- 8.7.2 An Officer may elect to change from flexible working hours to standard hours in agreement with the General Manager or delegate.
- 8.7.3 Nothing in this clause shall prevent the Office requiring an officer to revert to working standard hours following reasonable notice.
- 8.7.4 Where an officer has completed a minimum of 7 hours on any day and there is no requirement for that officer to remain at the workplace the officer's supervisor can request that the Officer cease work for that day.

8.8 Lunch and Meal Breaks

8.8.1 An officer is to take a meal break of at least 30 minutes in a period of 5 hours continuous work.

8.8.2 Lunch breaks must be of at least 30 minutes duration with an entitlement of up to one hour.

8.8.3 Provided customer service is maintained, a longer lunch break of up to two and a half hours may be taken with the supervisor's approval. Lunch breaks may be taken between 11.30am and 2.30pm.

8.9 Flexible Working Hours

8.9.1 An officer may vary their flexible working hours or work standard hours at any time in agreement with the General Manager or delegate and in accordance with the provisions of this Award.

8.10 Flex Leave and Banked Time Entitlements

8.10.1 All officers are entitled to take combinations of up to six (6) Flex Leave and Banked Time days in any settlement period. This time may be taken together with other forms of leave. The issue of when Flex Leave is taken should be agreed between the Officer and the General Manager or delegate.

8.10.2 An officer may accumulate Banked Time during each settlement period on the following basis:

where the staff member takes 6 Flex Leave days the possible Banked Time is zero;

where the staff member takes 5 Flex Leave days the possible Banked Time is 1 day;

where the staff member takes 4 Flex Leave days the possible Banked Time is 2 days;

where the staff member takes 3 Flex Leave days the possible Banked Time is 3 days;

where the staff member takes less than 3 Flex Leave days the possible Banked Time is 3 days.

8.10.3 An officer may accumulate Banked Time of up to three (3) days in each settlement period. Over four settlement periods a maximum or equivalent of 12 days may be accumulated as Banked Time.

8.10.4 A Flex Leave day and a Banked Time day are each equivalent to 7 hours. The officers flextime will be reduced by this amount for each day of Banked Time. Seven (7) hours will be recredited to the staff member's time sheet when a Banked Time day is utilised for leave.

8.10.5 Banked Time days may be taken with other forms of leave including Flex Leave and can be taken in quantities ranging from 1 to 12 days over 4 settlement periods. The issue of when Banked Time days are taken as leave should be agreed between the officers and the General Manager or delegate.

8.11. Accrued Work Time (AWT)

8.11.1 All time worked during the settlement period in accordance with this agreement (except paid overtime) will count towards the Officers Accrued Work Time (AWT).

8.11.2 An officer should have Accrued Work Time (AWT) of at least 410 hours at the conclusion of a settlement period. The minimum of 410 hours includes all credited AWT and all approved leave.

- 8.11.3 Where Accrued Work Time (AWT) is less than 410 hours at the end of a settlement period the officer will be required to submit a recreation leave form for the amount of the shortfall. Should the officer have no such leave available, leave without pay (LWOP) for the amount of time below 410 hours will apply and the LWOP is credited to the AWT total.
- 8.11.4 During the settlement period an Officer is entitled to accumulate and/or carry forward hours in excess of the 420 ordinary hours up to and including an additional 42 hours in any one settlement period. This additional 42 hours may be taken in the next settlement period as part of the up to 6 Flex Leave days that may be taken. This amount can only be exceeded in exceptional circumstances.
- 8.11.5 Hours worked are to be documented by the officer and supervisor over the settlement period through use of flex time records.
- 8.11.6 Total Accrued Work Time (AWT) is not to exceed 462 on a cumulative basis except in exceptional circumstances. Where an officer reaches a total of AWT of 450 cumulative hours the General Manager or delegate and officer are to develop an agreed strategy to ensure that the officer is able to adjust working hours or avail themselves of Flex leave that will ensure that the 462 hour limit is not exceeded.
- 8.11.7 At the conclusion of each settlement period any Accrued Work Time (AWT) in excess of the 420 ordinary, and up to 462 hours, will be carried forward as a credit to the next settlement period, unless accumulated to the officers Banked Time in accordance with Clause 8.10.2.
- 8.11.8 In exceptional situations it is possible that the 462 hour limit may be exceeded. This additional time can be carried forward to the next settlement period but the General Manager or delegate must develop an agreed strategy to ensure that the Officer is able to reduce the AWT to below the 462 hour limit.
- 8.11.9 An officer with Accrued Work Time (AWT) at the conclusion of a settlement period that amounts to less than 420 hours and greater than 410 hours must carry the appropriate debit hours forward to the next settlement period.
- 8.11.10 An officer may vary working hours to suit particular personal needs or absent themselves from work using Flex Leave or Banked Time. Absences of this type may occur on more than one occasion as single or consecutive full or quarter days in a settlement period and will be taken in agreement with the General manager or delegate. Absences of this type are not to be unreasonably denied, however the work demands of the Office should be recognised.
- 8.11.11 Banked Time and Flex Leave shall be taken:
- (a) as soon as practicable following its accrual;
 - (b) recognising that out of school hours and school vacations often provide the most practicable opportunities;
 - (c) in multiples of a quarter day only.
- 8.12 Flexible Working Hours for Field Officers (BOSLOS)
- 8.12.1 Flexible working hours of the Crown Employees (Public Service Conditions of Employment) Award 2006 apply to Field Officers subject to variation of:
- Settlement Period
- Accumulation and Carry Over

Flexi leave

Commencement or Cessation of Duty During Coretime as affected by the terms of subclauses 8.12.2 to 8.16.

8.12.2 Bandwidth hours for Field Officers are between 7.30 a.m. and 6.00 p.m. on each day, Monday to Friday. With the core hours requirement 9.30am to 3.30pm excluding public holidays. A flexible approach will be adopted by Field Officers and management in relation to normal working and flexible working arrangements. The decision in these matters is subject to organisational convenience and an appropriate level of service being provided, having regard to:

- (a) A Field Officer may opt, for personal reasons or work commitments, not to take a flex day in a settlement period, but rather to bank that flex day for use in a later settlement period. Note that the total number of flex days that can be taken is not increased.
- (b) Up to one flex day and one banked flex day, or two banked flex days, may be taken in any settlement period.
- (c) The total number of banked flex days at any one time must not exceed five days.
- (d) To bank a flex day, seven hours is deducted from the total hours worked in the settlement period. The balance of hours (after deducting a banked flex day) may be carried over, up to a maximum of ten hours.

8.13 Separation from the Agency

8.13.1 Where an Officer gives notice of resignation, retirement or transfer to another government department, the General Manager or delegate and Officer will, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours.

8.13.2 The General Manager or delegate will facilitate the elimination of accumulated credit or debit hours by such Officers.

8.13.3 Where an officer has an accumulation of debit hours at the completion of the last day of service, the accumulated recreation leave or moneys owing to that officer will be adjusted accordingly.

8.13.4 Where an Officer has an accumulation of credit hours at the completion of the last day of service, then the accumulated credit hours are to be paid to the officer at the current salary rate. However, if requested by the officer and agreed by the new agency, the credit hours may be carried forward to the new agency.

8.14. Part Time Officers

8.14.1 Part-time Officers may accumulate the same Accrued Work Time (AWT) and have the same rights to flexible working hours as full-time officers. They may not be required to work more than their contract hours.

8.15. Disruption of Transport

8.15.1 Where an Officer is delayed or prevented from attending the workplace as a result of a transport strike or a major transport delay, the following conditions will apply to the period of disruption.

- (a) The Officer may commence or cease duty at any time. Time worked on such days will accumulate in a normal way.

- (b) Where an Officer is unable to attend the workplace due to a transport disruption and is unable to work from home or attend another place of work, then the Officer may take the full day off without penalty provided that any excess Accrued Work Time is cleared in the following settlement period.
- (c) An Officer affected by transport disruption will not be debited recreation leave or leave without pay if the officer has accrued less than the minimum required Accrued Work Time contract hours in the settlement period coinciding with the transport disruption. However, the Officer must ensure that any Accrued Work Time debit is cleared in the following settlement period.

8.16 Working at Home

- 8.16.1 Working from home is a voluntary and co-operative arrangement which allows Officers to continue their employment during some temporary unforeseen circumstance which prevents their attending the workplace or where work of an intensive nature can be performed efficiently away from the workplace. Approval may be given by the appropriate manager or supervisor for individual Officers to work from home on full salary and entitlements on the basis that the arrangement is short term (up to five days) and is irregular, appropriate outcomes are negotiated and hours of work are agreed. Wherever possible, approval is to be sought in advance.
- 8.16.2 Working from home on an extended (more than five days) or regular basis on any one occasion rather than on a short-term basis will require a working from home arrangement to be developed by agreement between the parties.

8.17 Chief Education Officers

- 8.17.1 Chief Education Officers may negotiate with their supervisors for patterns of working hours which meet both the needs of the Office and the personal circumstances of individual Chief Education Officers
- 8.17.2 Chief Education Officers may elect, from the agreed date of operation of this clause, that is 12 June 2006, to work under the Flexible Work Arrangements pursuant to Clause 8.2.1, except for any work undertaken outside the standard bandwidth in which case the provisions of Clause 8.17.1, rather than Clause 8.5.3 or 8.5.4, will apply

9. Work Outside Ordinary Working Hours

9.1 Work Outside Ordinary Hours for Education Officers, Senior Education Officers, Grade 1 and Senior Education Officers, Grade 2.

- 9.1.1 The parties agree that Officers directed to work outside ordinary working hours shall be entitled to excess hours and compensatory leave provisions under this clause.
- 9.1.2 For the purpose of calculating excess hours and compensatory leave the bandwidth hours for work:
 - (a) directed by the General Manager or delegate shall be 7.30 am to 6.00pm
 - (b) undertaken at the officer's own initiative and with the approval of the General Manager or delegate shall be, except for Field Officers, 7.00 am to 7.00pm
 - (c) performed by Field Officers at the officers own initiative and approved by the General Manager or delegate shall be 7.30 am to 6.00 pm
- 9.1.3 In the absence of flexible working hours the ordinary hours of work shall be 35 hours per week, Monday to Friday.

9.1.4 Officers involved in meetings with Board Curriculum Committees, Working Parties, focus teams, etc., may, where there is agreement with the other parties involved, organise teleconferences or electronic exchange. Such meetings or representation arranged as teleconferences or as an electronic exchange may, where possible, also be arranged to minimise the additional hours required to be worked by officers outside bandwidth working hours.

9.2 Compensatory Leave

9.2.1 Compensatory leave shall be taken:

- (a) as soon as practicable following its accrual;
- (b) recognising that out of school hours and school vacations provide the most practicable opportunities;
- (c) in multiples of a quarter day only;
- (d) within three months of the date of working the excess hours, unless the excess hours worked are banked within the cumulative balance limit and carried forward subject to paragraphs 9.2.2, 9.2.3 and 9.2.4 of this subclause;

and provided further that:

- (i) compensatory leave for weekend duty performed may be accrued and added to the cumulative balance of excess hours accrual;
- (ii) compensatory leave for duty on public holidays may be accrued and added to annual leave credits and, upon termination, will be regarded as recreation leave for the purposes of the Public Sector Employment and Management (General) Regulation 1996 and the Crown Employees (Public Service Conditions of Employment) Award 2006;
- (iii) an officer must take all compensatory leave granted prior to the last day of service of his/her period of permanent appointment, secondment, temporary appointment or temporary employment.

9.2.2 Compensatory leave may be accrued up to a cumulative balance limit of five days, in any period of three months, in recognition of work performed outside bandwidth hours with the exception of Field Officers. Field Officers shall have a cumulative balance limit of 20 days at any point in time in recognition of work performed outside bandwidth working hours.

9.2.3 Compensatory leave accrued in a calendar year must be taken by January 31 of the following calendar year.

9.2.4 Subject to subclause 9.3 of this clause, leave accumulated above the limit in paragraph 9.2.2 of this subclause or not taken by the date in paragraph 9.2.3 of this subclause, will be forfeited, unless the Officer acts on a direction by the General Manager to take, at such time as is convenient to the working of the Office, the excess compensatory leave accrued. As far as practicable, the wishes of the Officer concerned will be taken into consideration in directing the time for the taking of that excess compensatory leave.

9.2.5 Officers will have ready access to cumulative balances of accrued compensatory leave to ensure they are appropriately notified of any impending forfeiture.

9.2.6 Compensatory leave may only be granted to Officers whose salary or salary and allowances in the nature of salary are not in excess of the salary classification rate prescribed as the maximum rate for Senior Education Officer, Grade 2, and as varied from time to time.

9.3 Calculation of and Payment in Lieu of Compensatory Leave

9.3.1 Where the regularity of the demands of School Certificate and Higher School Certificate examination paper setting and marking program or where it is impracticable for the compensatory leave to be taken, the General Manager shall:

- (i) allow the compensatory leave to continue to accumulate beyond the limit in paragraph 9.2.2 of subclause 9.2 of this clause; or
- (ii) subject to paragraphs 9.3.2 and 9.3.3 of this subclause, authorise payment in lieu of compensatory leave.

9.3.2 Calculation of compensatory leave or payment in lieu of compensatory leave shall be undertaken and paid by the following method:

- (i) for all excess hours worked before or after the applicable bandwidth hours at the rate of time and one half for the first two hours and at the rate of double time thereafter;
- (ii) for all excess hours worked on Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
- (iii) for all excess hours worked on Sunday at the rate of double time;
- (iv) for all excess hours worked on public holidays which would normally be a working day at the rate of time and one-half in addition to salary;
- (v) for all excess hours worked on public holidays which would not normally be a working day at the rate of double time and a half.

Provided that

- (a) meal times shall not be included in the calculation of excess hours;
- (b) if an Officer is absent from duty on any working day during any week in which excess hours have been worked by him/her, the time so lost may be deducted from the total amount of excess hours worked by him/her during the week unless he/she is granted leave of absence on recreation or on account of illness or unless, in the opinion of the General Manager, his/her absence has been caused by circumstances beyond his/her control; and
- (c) an officer who works excess hours on Saturdays, Sundays or public holidays shall:
 - (i) if payment is made in lieu of compensatory leave, be paid a minimum payment as though he/she has worked for three hours which shall be calculated according to the method as set out in paragraph 9.3.3 of this subclause and at the appropriate rate prescribed herein;
 - (ii) be credited with compensatory leave as though he/she has worked minimum of three hours which shall be calculated according to the method as set out in the said paragraph 9.3.3 and at the appropriate rate prescribed herein.

9.3.3

- (i) Payment in lieu of compensatory leave for excess hours worked shall not be paid for:
 - (a) periods of less than one-quarter of an hour;
 - (b) time spent travelling, as the provisions of the Crown Employees(Public Service Conditions of Employment) Award 2002 shall apply.

- (c) periods of excess hours which exceed 35 hours (or 5 days) of accrued time. The entitlement of Field Officers is unaffected by the provision of sub-clause 9.3.3(i)(c).
- (ii)
- (a) The formula for the calculation of payment for excess hours at ordinary rates shall be:
- $$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.8929} \times \frac{1}{35 \text{ hours}}$$
- (b) To determine time and one-half or double time rates or double time and one-half rates, an hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.
- (iii) The annual salary for the purpose of the calculation in this paragraph is the Officer's annual salary or the maximum rate for Senior Education Officer, Grade 2, whichever is the lower.
- (iv) In exceptional circumstances, the General Manager may approve of the payment in lieu or compensatory leave for excess hours worked in the case of Officers for whom compensation is specifically elsewhere provided for, or who are paid an allowance for overtime or excess hours or whose salary is fixed as inclusive of overtime or excess hours, or those otherwise rendered ineligible by this award.

9.3.4 Meal Allowances

- 9.3.4.1 An allowance for the meal shall be paid pursuant to the Public Sector Employment and Management (General) Regulation 1996 and the Crown Employees (Public Service Conditions of Employment) Award 2006, provided the General Manager is satisfied that:
- (a) the performance of the work concerned at the time at which it was performed was necessary;
 - (b) the Officer incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - (c) where the Officer was able to cease duty for at least 30 minutes before or during the working of excess hours to take the meal, and the officer did so.
- 9.3.4.2 An Officer who complies with the provisions of this clause, whether entitled to compensation for excess hours or not, shall be paid the relevant allowance prescribed pursuant to the Public Sector Employment and Management (General) Regulation 1996.
- 9.3.4.3 Where an allowance under this paragraph is insufficient to adequately reimburse the Officer for expenses properly and reasonably incurred, a further allowance may be paid so as to reimburse the Officer for the additional expenses incurred.
- 9.3.4.4 Where an Officer working flexible hours is required to work excess hours on weekdays beyond 6.00pm and until or beyond 8 hours after commencing duty, plus the time taken for lunch, the Officer shall be allowed 30 minutes for a meal and, thereafter, 30 minutes for a meal after every five hours of overtime worked.

10. Consultation

- 10.1 A joint consultative committee with Federation/Office representatives will operate to deal with a range of matters affecting working conditions including but not limited to technological change and training and development. The committee will meet at mutually agreed times.

11. Training and Development

- 11.1 The Office will consult with the Federation in reviewing the Office's training and developing activities which are designed to assist officers to refresh their knowledge and understanding of contemporary school settings. This consultation will include:

- (a) identifying the most successful training and development activities and improve them where necessary;
- (b) checking that they are available and accessible to all officers.

This process will serve to adjust the existing program as appropriate in consultation with the Federation.

- 11.2 The existing program is designed to assist Officers to refresh their knowledge and understanding of contemporary school settings. In addition to the intrinsic benefits that such professional development provides to all officers, these activities may assist the re-entry and re-orientation of Officers on secondment or temporarily employed returning to schools. These activities will be made available to all Officers over the life of this award as part of a program of training and development where this is agreed between the Office and the individual Officer. The Office also recognises that, where possible, Officers on secondment or temporarily employed should have opportunities to take part in school-based activities related to the Officer's work at the Office.
- 11.3 Where Officers are required to undertake a professional development opportunity designated as an agency priority by the Office, the Officer will be considered to be on duty and all compulsory fees will be met by the Office.
- 11.4 Where the professional development opportunity is an approved training and development activity and is voluntarily undertaken, the Officer may undertake the course in his/her own time, to the extent that it is outside ordinary working hours, and meet any fees unless the Office exercises its discretion to refund all or part of these fees. The provisions of clause 8, Work Outside Ordinary Working Hours, shall not apply in respect of this subclause.

12. Performance Appraisal

- 12.1 The performance appraisal process for Officers will be negotiated between the parties to address three objectives and will:
- 12.1.1 ensure that Officers engage in an appraisal process designed to improve the quality of their work and to focus it on the Office's corporate objectives;
 - 12.1.2 provide work reports to Officers;
 - 12.1.3 assist Officers whose performance is causing concern.
- 12.2 The performance appraisal process will be centred on the following principles:
- 12.2.1 The work of the Office is centred on assisting teaching and learning. The structures for improvement of the quality of teaching and learning should therefore be consistent with what is generally regarded as best practice in the field

- 12.2.2 The improvement of curriculum development, examination, assessment and credentialing practices requires ongoing professional development. Education professionals learn best in collegial contexts, so structures for improvement will be based on that concept.
- 12.2.3 The performance appraisal process will be negotiated at the supervisory level and will focus on improving performance by facilitating learning and change in a collegial way.
- 12.2.4 Officers will participate in forms of collegial practice to improve the quality and focus of their work through discussion about, and observation of, curriculum, examination, assessment and credentialing practice in a supportive and developmental environment.
- 12.2.5 Training will be provided to address the agreed needs of individual Officers and groups of Officers, taking into account the Officer as an individual professional, as a member of a team working within the framework of the Office's policies and practices, and as a valued professional within the government and non-government school education system within New South Wales.

13. Technology

- 13.1 The Office is committed to consulting with the Federation over any proposal for or use of new or upgraded technology as it directly affects the teaching service staff encompassed by this award. In this context, the parties are committed to the following principles:
 - 13.1.1 Consultation will occur at the planning, development, implementation and post implementation phases of the introduction and use of new or significantly upgraded technology;
 - 13.1.2 New or upgraded technology will be accompanied by appropriate training or retraining for staff and will be regarded as a Training and Development system priority;
 - 13.1.3 New or upgraded technology will comply with the Office's Occupational Health and Safety obligations;
 - 13.1.4 If the introduction of new or upgraded technology leads to material changes to the work organisation or duties of a particular role or position, then the parties agree to consult on the impact of the changes.

14. Dispute Resolution Procedures for the Parties

- 14.1 Subject to the provisions of the *Industrial Relations Act 1996*, the following procedures shall apply:
 - 14.1.1 Should any dispute, (including a question or difficulty) arise as to matters occurring in a particular workplace the Officer and/or Federation workplace representative shall raise the matter with the relevant Branch Manager or Director as soon as practicable.
 - 14.1.2 The relevant Branch Manager or Director will discuss the matter with the Officer and/or Federation's workplace representative within two working days with a view to resolving the matter or negotiating an agreed method and timeframe for proceeding.
 - 14.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute or should the matter be an agency-wide nature, the individual Officer or the Federation may raise the matter with the General Manager's delegate with a view to resolving the dispute, or negotiating an agreed method and timeframe for proceeding.
 - 14.1.4 Where the procedures in paragraph 14.1.3 of this subclause do not lead to resolution of the dispute, the matter will be referred to the General Manager and the General Secretary of the Federation. They or their nominees shall discuss the dispute, with a view to resolving the matter or by negotiating an agreed method and timeframe for proceeding.

- 14.1.5 Should the above procedures not lead to a resolution, either party may make application to the Industrial Relations Commission of New South Wales.

15. Duties as Directed

- 15.1 The General Manager may direct an Officer to carry out such duties as are within the limits of the Officer's skill, competence and training, consistent with the classifications covered by this award, provided that such duties are not designed to promote de-skilling.
- 15.2 The General Manager may direct an Officer to carry out such duties and use such tools, materials and equipment as may be required, provided that the Officer has been properly trained in the use of such tools, materials and equipment.
- 15.3 Any directions issued by the General Manager shall be consistent with the General Manager's responsibility to provide a safe and healthy working environment.

16. Personal\Carer's Leave

- 16.1 The entitlement to leave in accordance with this clause is subject to:
- (a) the Officer being responsible for the care and support of the person concerned;
 - and
 - (b) the person concerned being:
 - (i) a spouse of the Officer; or
 - (ii) a de facto spouse being a person of the opposite sex to the Officer who lives with the Officer as her husband or his wife on a bona fide domestic basis although not legally married to that Officer; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Officer or of spouse or de facto spouse of the Officer; or
 - (iv) a same sex partner who lives with the Officer as the de facto partner of that Officer on a bona fide domestic basis; or a relative of the Officer who is a member of the same household, where for the purposes of this definition:
 - "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - "affinity" means a relationship that one spouse or partner has to the relatives of the other; and
 - "household" means a family group living in the same domestic dwelling.
- 16.2 Use of Family and Community Service Leave to Care for a Family Member
- 16.2.1 The General Manager shall, in the case of emergencies or in personal or domestic circumstances, grant to an Officer some or all of the available family and community service leave on full pay.
- 16.2.2 Such cases may include but are not to be limited to the following:
- (i) compassionate grounds-such as the death or illness of a close member of the family on a member of the Officer's household;

- (ii) accommodation matters to one day—such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (iii) emergency or weather conditions such as when flood, fire or snow etc. threaten property and/or prevent an Officer from reporting for duty;
 - (iv) other personal circumstances such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons.
- 16.2.3 Attendance at court by an Officer to answer a charge for a criminal offence if the General Manager considers the granting of family and community service leave to be appropriate in a particular case.
- 16.2.4 Staff members who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games).
- 16.2.5 Officers who hold office in Local Government other than as a Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council, to attend meetings, conferences or other duties associated with that office where those duties necessitate absence during normal working hours.
- 16.2.6 The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to an Officer shall be the greater of the leave provided in subparagraphs (i) or (ii) of this sub clause;
- (i) Two and a half of the Officer's working days in the first year of service and, on completion of the first year's service, five of the Officers working days in any period of two years; or
 - (ii) After the completion of two years continuous service, the available family and community service leave is determined by allowing one day's leave for each completed year of service less the total amount of short leave or family and community service leave previously granted to the Officer.
 - (iii) If available family and community leave is exhausted as a result of natural disasters, the General Manager shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person as defined in clause 16.1, additional paid family and community service leave of up to two days may be granted on a discrete, per occasion basis to an Officer.
 - (iv) In cases of illness of a family member for whose care and support the Officer is responsible, paid sick leave in accordance with subclause 16.3 of this clause, shall be granted when paid family and community service leave has been exhausted.
- 16.3 Use of Sick Leave to Care for a Family Member. When family and community service leave is exhausted, an Officer with responsibilities in relation to a category of person as set out in subclause 16.1 of this clause, who needs the Officer's care and support, may elect to use available paid sick leave, subject to the conditions specified in this subclause, to provide such care and support when a family member is ill.
- 16.3.1 An Officer with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
- 16.3.2 Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under sub clause 16.3.1 sick leave accrued from the previous three years including that accrued and referred to in clause 7, Appointment and Mobility Provisions,

may also be accessed by an Officer with responsibilities in relation to a person who needs their care and support.

- 16.3.3 The General Manager may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in 16.3.2 of this subclause.
- 16.3.4 The Officers 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.
- 16.3.5 The Officer has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.
- 16.3.6 The Officer is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.
- 16.3.7 The Officer shall, wherever practicable, give the General Manager notice prior to the absence of the intention to take leave, the name of the person requiring care and the person's relationship to the Officer, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Officer to give prior notice of absence, the Officer shall notify his/her manager by telephone of such absence at the first opportunity on the day of absence.
- 16.3.8 In normal circumstances, the Officer must not take leave under this subclause where another person has taken leave to care for the same person.

16.4 Compassionate Leave

- 16.4.1 For the purpose of providing care and support for a person in accordance with this clause an Officer may elect with the consent of his/her manager to take compensatory leave at a time or times agreed with the manager.
- 16.4.2 Compensatory leave taken as time off during ordinary working hours shall be taken at the ordinary working hours rate, that is an hour for each hour worked.
- 16.4.3 If having elected to take time as leave in accordance with paragraph (a) of this subclause and the leave is not taken for whatever reason the provisions of clause 9, Work Outside Ordinary Working Hours shall apply.
- 16.4.4 When applying the provisions of the said clause 9 in accordance with paragraph (c) of this subclause, the untaken leave shall be preserved for a period of 12 months before the forfeiture provisions of paragraph 9.2.4 of subclause 9.2 of clause 9, or the payment in lieu provisions of subclause 9.3 of clause 9 will apply.

16.5 Use of Make-up Time

- 16.5.1 An Officer may elect, with the consent of the General Manager, to work "make-up time". "Make-up Time" is worked when the Officer takes time off during ordinary working hours, and works those hours at a later time, during the spread of ordinary working hours, at the ordinary working hours rate of pay.

16.6 Use of Other Leave Entitlement

- 16.6.1 The General Manager may grant an Officer other leave entitlements for reasons related to family responsibilities, or community service by, the Officer. An Officer may elect, with the consent of the General Manager, to take:
- (a) recreation leave;

- (b) extended leave; and
- (c) leave without pay.

17. Occupational Health and Safety

17.1 For the purposes of this clause, the following definitions shall apply:

- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, corporation and/or person) which has at 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.
- (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family 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 employer which might otherwise have been carried out by the other employer's own employees.

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

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

17.3 Nothing in this clause 17 is intended to affect or detract from any obligation or responsibility upon a labour hire business under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.

17.4 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.

This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Training 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.

17.5 This clause operates from 1 March 2006.

18. Anti-Discrimination

18.1 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 and age and responsibilities as a carer.

- 18.2 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.
- 18.3 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.
- 18.4 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.
- 18.5 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.

19. No Further Claims

- 19.1 Except as provided by the *Industrial Relations Act 1996*, there shall be no further salaries or conditions claims by the parties prior to 31 December 2008 in relation to matters expressly contained in this award.

20. Area, Incidence and Duration

- 20.1 The department for which this award is made is the Office of the Board of Studies. The Award covers all persons appointed, seconded or temporarily employed by the Office in the classifications of Chief Education Officer, Principal Education Officer, Senior Education Officer and Education Officer.

This award rescinds and replaces the Crown Employees (Office of the Board of Studies - Education Officers) Salaries and Conditions Award (as varied) published on 23 December 2005 (355 I.G. 592).

This award shall take effect on and from 1 January 2006 with a nominal term until and including 31 December 2008.

This award shall remain in place until rescinded.

PART B

MONETARY RATES

Table 1 Salaries

Chief Education Officer

Level	4% From the first pay period to commence on or after 1/1/06 \$	4% From the first pay period to commence on or after 1/1/07 \$	4% From the first pay period to commence on or after 1/1/08 \$
Level 1	108,125	112,450	116,948
Level 2	111,634	116,099	120,743
Level 3	115,143	119,749	124,539

Level 4	117,501	122,201	127,089
Level 5	120,118	124,923	129,920

Principal Education Officer

	4% From the first pay period to commence on or after 1/1/06 \$	4% From the first pay period to commence on or after 1/1/07 \$	4% From the first pay period to commence on or after 1/1/08 \$
Single salary point	105,733	109,962	114,360

Senior Education Officer Grade 1

Grade	4% From the first pay period to commence on or after 1/1/06 \$	4% From the first pay period to commence on or after 1/1/07 \$	4% From the first pay period to commence on or after 1/1/08 \$
Level 1	81,269	84,520	87,901
Level 2	91,426	95,083	98,886

Senior Education Officer Grade 2

	4% From the first pay period to commence on or after 1/1/06 \$	4% From the first pay period to commence on or after 1/1/07 \$	4% From the first pay period to commence on or after 1/1/08 \$
Single Salary point	95,306	99,118	103,083

Education Officer AECG

Level	4% From the first pay period to commence on or after 1/1/06 \$	4% From the first pay period to commence on or after 1/1/07 \$	4% From the first pay period to commence on or after 1/1/08 \$
Level 1 1st year of Service	59,230	61,599	64,063
Thereafter	61,099	63,543	66,085
Level 2 1st year of Service	63,495	66,035	68,676
Thereafter	65,357	67,971	70,690
Level 3 1st year of Service	67,313	70,006	72,806
Thereafter	69,330	72,103	74,987
Level 4 1st year of Service	72,212	75,100	78,104
Thereafter	74,509	77,489	80,589

Allowances

Allowances and the rates paid for allowances will be as determined and adjusted from time to time by the Director of Public Employment pursuant to his or her powers under the *Public Sector Employment and Management Act 2002*.

M. SCHMIDT *J*

Printed by the authority of the Industrial Registrar.

PRINCIPAL (INDEPENDENT SCHOOLS) (STATE) INTERIM AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2471 of 2006)

Before The Honourable Justice Schmidt

29 August 2006

AWARD

PART A - CONDITIONS

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
	(a) Principal
	(b) Full-Time Principal
	(c) Part-Time Principal
	(d) Temporary Principal
	(e) Casual employee
	(f) Recognised School
	(g) Primary Department
	(h) Secondary Department
	(i) Deputy Principal
	(j) Union
	(k) Teacher
	(l) Teacher in Charge
	(m) Service
3.	Salary Scales
	3.1 Salaries Payable
	3.2 Establishment of Positions
	3.3 Payment Method
	3.4 Payment of Part Time, Temporary and Casual Principals
	3.5 Travelling Expenses
	3.6 Overpayments
4.	Terms Of Engagement
	4.1 Letter of Appointment
	4.2 Termination - Notice
	4.3 Termination - Summary Dismissal
	4.4 Statement of Service
	4.5 Duties
	4.6 Redundancy
5.	Pro Rata Annual Leave Payment
	5.1 In Lieu of the Annual Holidays Act 1944
	5.2 Application
	5.3 Calculation of Payments and Definitions
	5.4 Termination of Employment
	5.5 Principals who commence Employment after the Commencement of the School Year

- 5.6 Principals who take Approved Leave without Pay - Notation re Leave Without Pay
- 5.7 Principals Whose Patterns of Employment have Varied
- 6. Annual Holiday Loading
- 7. Miscellaneous
 - Meal Break
- 8. Leave
 - 8.1 Sick Leave
 - (a) Entitlement
 - (b) Accumulation
 - (c) Evidence of sickness
 - 8.2 Carers Leave
 - 8.3 Parental Leave
 - (a) Maternity Leave
 - (b) Paternity Leave
 - (c) Adoption Leave
 - (d) Parental Leave Entitlement for Casual Principals
 - (e) Right to request
 - (f) Communication during parental leave
 - 8.4 Long Service Leave
 - (a) Applicability of *Long Service Leave Act 1955*
 - (b) Quantum of Leave
 - (c) Calculation of Entitlement
 - (d) Conditions of Taking Leave
 - (e) Public Holidays/Pupil Vacations
 - (f) Service Continuous/Leave Without Pay
 - (g) Payment in Lieu
 - 8.5 Recognition of Immediate Past Service for the Calculation of Long Service Leave Credits
 - 8.6 Bereavement Leave
 - 8.7 Examination Leave
 - 8.8 Jury Service
- 9. Remuneration Package
- 10. Suspension
- 11. Disputes Procedure
- 12. No Extra Claims
- 13. Superannuation
- 14. Anti-Discrimination
- 15. Area Incidence and Duration

PART B

MONETARY RATES

Table 1 - Principals Salary

Table 2 - Allowance for Teachers in Charge

Table 3 - Other Rates and Allowances

Attachment A - Disputes Settlement Procedure

Attachment B - Redundancy

2. Definitions

For the purpose of this award:

- (a) "Principal" means a teacher as defined who is responsible to the employer for the day to day management and operation of the school, including the supervision of other teachers.

The definition of Principal shall not include:

- (i) persons employed as Principals with a contractual right to appoint and/or dismiss teachers, or
- (ii) persons employed to assist with the overall management of the school for less than four weeks.
- (b) "Full-Time Principal" means any Principal other than a part-time, or temporary Principal.
- (c) "Part-Time Principal" means a Principal who is engaged to work regularly, but for less than a full school week.
- (d) "Temporary Principal" means a Principal employed to work full-time or part-time for a specified period which is not more than a full school year, but not less than four school weeks.

Provided that a Principal may be employed for a specific period in excess of a full school year but not more than two full school years where such a Principal is replacing a Principal who is on leave for a specified period in excess of a full school year.

A Principal shall not be employed on successive temporary appointments except where each appointment is for a different purpose.

A Principal cannot be employed on a temporary basis unless any advertisement for the position stated the position was temporary and unless the Principal was advised at the point he or she was offered the position that it was temporary.

- (e) "Casual employee" means a person employed on a day-to-day basis in a relieving capacity.
- (f) "Recognised school" means a school registered under the provisions of the Education Act 1990 or any registered special school within the meaning of that Act or school for the disabled.
- (g) "Primary Department" means that section or division of a school which provides a primary education [including infants] and includes a school which provides a primary education only.
- (h) "Secondary Department" means that section or division of a school which is not a primary department and includes a school which provides a secondary education only.
- (i) "Deputy Principal" means a teacher appointed as such in a primary or secondary department, who assists the Principal in his/her responsibility for the conduct and organisation of the school.
- (j) "Union" means the New South Wales Independent Education Union.
- (k) "Teacher" means a person who is eligible to teach in a recognised school in New South Wales and who meets the requirements for registration as a teacher with the New South Wales Institute of Teachers.
- (l) "Teacher in Charge" means a teacher as defined who is appointed as such in schools of less than 100 students, who is responsible to the employer for the day to day management and operation of the school, including the supervision of other teachers.
- (m) "Service" includes service with an employer prior to this Award taking effect.

3. Salary Scales

3.1

- (a) The minimum annual rate of salary payable to full-time Principals shall be as set out in Part B, Table 1. Weekly salaries shall be ascertained by dividing the annual salaries by 521/7.
- (b) A Teacher in Charge shall be paid the annual salary which would apply from time to time to a teacher with the same qualifications and experience pursuant to the Teachers (Independent Schools) (State) Award 2004, or any industrial instrument which replaces it, together with the allowance set out in Table 2 of Part B Monetary Rates of this award.

3.2 Establishment of positions

- (a) A school shall appoint a teacher to the position of Principal if the total enrolment of the school, across all campuses (whether on the same or separate sites) is 100 students or more.
- (b) If a school does not appoint a Principal, then a school with an enrolment of less than 100 students shall appoint a Teacher in Charge, provided that this requirement shall not apply to teachers in single-teacher schools.

3.3 Payment Fortnightly/Half Monthly

- (a) The salary payable to any Principal pursuant to this clause, shall be payable either fortnightly or monthly if by mutual agreement and provided that payment is two weeks in advance.
- (b) Where the pay day for a monthly pay period falls on a Saturday, Sunday or public holiday, salaries shall be paid on the day not being a Saturday, Sunday or public holiday immediately preceding said pay day.
- (c) The salary payable to any Principal, pursuant to this clause, shall be payable at the election of the employer by either cash, cheque or Electronic Funds Transfer into an account nominated by the employee.

3.4 Payment of Part-Time, Temporary Principals:

- (a) A part-time Principal, including a temporary part-time Principal, shall be paid at the same rate as a full-time Principal but in that proportion which the number of hours worked bear to the hours which a full-time Principal at the school is normally required to work.
- (b) A temporary full-time Principal shall be paid at the same rate as that prescribed for a full-time Principal with corresponding classification.

3.5 Travelling Expenses

- (a) Where the use of a vehicle is required in connection with employment, other than for journeys between home and the place of employment, the Principal shall be paid an allowance as set out in Part B, Table 3, Item 1.
- (b) Travelling and other out of pocket expenses reasonably incurred by a Principal in the course of duties required by the employer, shall be reimbursed by the employer.

3.6 Overpayments

Where excess payments are made in circumstances which were not apparent or could not reasonably have been expected to be detected by the Principal, the relevant parties shall seek agreement on the matter of the overpayment, including where necessary and appropriate, discussion between the union and relevant employer representatives.

4. Terms of Engagement

- 4.1 The employer shall provide a Principal on appointment with a letter of appointment stating inter alia the rate of salary as at appointment, and an outline of superannuation benefits available to the Principal.
- 4.2
- (i) The employment of any Principal shall not be terminated without at least one term's notice on either side, or the payment of, or forfeiture of, one term's salary in lieu of notice.
- Provided that such notice shall expire at the end of a term. Payment in lieu of notice shall be calculated using the term at the end of which notice expires.
- (ii) In the case of a temporary or relief Principal who is engaged for a period of one term or less, the notice period will be four term weeks on either side, or the payment of, or forfeiture of, four weeks' salary in lieu of notice.
- 4.3 The foregoing shall not affect the right of the employer to dismiss summarily any Principal for incompetence, misrepresentation, neglect of duty or other misconduct.
- 4.4 Upon the termination of service of a Principal, the employer shall provide a statement of service setting out the Principal's length of service..
- 4.5 An employer may direct a Principal to carry out such duties as are within the limits of the Principal's skill, competence and/or training.
- 4.6 The provisions of Attachment B - Redundancy apply as a minimum entitlement in cases of redundancy.

5. Pro Rata Annual Leave Payment

- 5.1 This clause will apply:
- (a) in lieu of the corresponding provisions of the Annual Holidays Act 1944; and
- (b) notwithstanding any other provisions in this award.
- 5.2 The provisions of this clause shall apply where:
- (a) a Principal's employment ceases;
- (b) a Principal commences employment after the School Service Date;
- (c) where a Principal takes approved leave without pay; or
- (d) where the employment pattern of a Principal changes from full time to part time, or vice versa, or from one part-time arrangement to another, since the School Service Date, payments shall be made to such Principals by application of the formula prescribed by either clause 5.3 (a) or (b), as appropriate, and, if relevant, by the application of the provisions of clauses 5.5, 5.6 and 5.7 in combination.
- 5.3
- (a) Calculation of Payments

Payments made pursuant to this clause to a Principal whose hours have varied shall be calculated in accordance with the following formula:

$$P = \frac{s \times c}{b} - d$$

Where:

- P is the payment due.
- s is the total salary paid in respect of term weeks, or part thereof, since the anniversary of employment (or date of employment in circumstances where a Principal has been employed by the school for less than one year).
- b is the number of term weeks, or part thereof, in the year.
- c is the number of non-term weeks, or part thereof, in the year.
- d is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the anniversary of employment [or date of employment in circumstances where a Principal has been employed by the school for less than one year].

- (b) Payments made otherwise pursuant to this clause shall be calculated in accordance with the following formula:

$$P = S \times \frac{t \times c}{b} - d$$

Where:

- P is the payment due.
 - s is an amount equivalent to a week's salary (including allowances) of the Principal at the date of application of the formula.
 - t is the number of term weeks, or part thereof, worked by the Principal since the School Service Date.
 - b is the number of term weeks, or part thereof, in the year.
 - c is the number of non-term weeks, or part thereof, in the year.
 - d is the number of non-term weeks, or part thereof, worked by the Principal since the school service date.
- (c) For the purposes of this clause:
- (i) "School Service Date" means the usual commencement date of employment at a school for Principals who are to commence on the first day of the first term.
 - (ii) "Principal" means any Principal other than a casual Principal.

5.4 Termination of Employment

A Principal shall be entitled on termination of employment to a payment calculated in accordance with this clause.

5.5 Principals Who Commence Employment After The Commencement Of The School Year

- (a) A Principal who commences employment after the usual date of commencement at a school in any school year, shall be paid from the date the Principal commences, provided that at the end of Term IV or final semester in that year, the Principal shall be paid an amount calculated pursuant to clause 5.3 and shall receive no salary or other payment other than payment under this clause until the School Service Date or the resumption of Term 1 or first semester in the following school year.

- (b) In each succeeding year of employment, the anniversary of appointment of the Principal for the purpose of this clause shall be deemed to be the School Service Date.

5.6 Principals Who Take Approved Leave Without Pay

Where a Principal takes leave without pay with the approval of the employer for a period which (in total) exceeds 20 pupil days in any year, the Principal shall be paid salary calculated in accordance with this clause as follows:

- (a) If the leave without pay commences and concludes in the same school year:
 - (i) subject to clause 5.6 (a) (ii) below, the payment shall be calculated and made at the conclusion of Term IV of that school year; and
 - (ii) if the leave without pay commences on the day following the last teaching day of a term and concludes on the day preceding the first teaching day of a term in the same year a payment shall be calculated and made:
 - (A) at the commencement of the leave in respect of that year; and
 - (B) at the end of Term IV in accordance with clause 5.6 (c).
- (b) If the leave without pay is to conclude in a school year following the school year in which the leave commenced:
 - (i) at the commencement of the leave, a payment shall be calculated and made in respect of the school year in which the leave commences; and
 - (ii) at the end of Term IV in the school year in which the leave concludes, a payment shall be calculated and made in respect of that school year.
- (c) The payment to be made to a Principal at the conclusion of Term IV of a school year:
 - (i) pursuant to clause 5.6 (a) (ii) (B);
 - (ii) or in circumstances where, with the agreement of the employer, a Principal who has been paid pursuant to clause 5.6 (b) (i) returns from leave during the school year in which the leave commenced and not withstanding that as a result did not in total exceed 20 pupil days, shall be determined by:
 - (A) applying the formula in clause 5.3 as if no payment had been made to the Principal pursuant to clause 5.6 (a) (ii) (A) or clause 5.6 (b) (i); and
 - (B) deducting from that amount the amount paid to the Principal pursuant to clause 5.6 (a) (ii) (A) or clause 5.6 (b) (i).
- (d) Notwithstanding the provisions of clause 5.1 (a), a Principal shall not pursuant to this clause be paid an amount in respect of a year of employment which is less than the amount to which the Principal would otherwise be entitled under the provisions of the Annual Holidays Act 1944, in respect of a year of employment.

5.7 Principals Whose Patterns of Employment Have Varied

Where a Principal changes their employment pattern from full time to part time, or vice versa, or from one part time arrangement to another, since the School Service Date in any school year, and the Principal's employment is to continue in the next school year, the principal shall be paid at the conclusion of Term IV or final semester of that year in accordance with the formula provided in clause 5.3 (a) and shall receive no salary or other payment other than payment under this clause until the School Service Date or the resumption of Term I or the first semester in the following year.

6. Annual Holiday Loading

- 6.1 Subject to clause 6.6, where a Principal other than a casual Principal, is given and takes annual holidays commencing at the beginning of the school summer vacation each year, the Principal shall be paid an Annual Holiday Loading calculated in accordance with this clause.
- 6.2 The loading shall be payable in addition to the pay payable to the Principal for the period of the school summer vacation.
- 6.3 The loading shall be calculated:
- (a) in relation to such period of a Principal's annual holiday as is equal to the period of annual holiday to which the Principal is entitled for the time being under the Annual Holidays Act 1944 at the end of each year of employment or where relevant.
 - (b) the period of annual leave calculated under clause 6.6.
- 6.4 The loading shall be the amount payable for the period specified in clause 6.3 or 6.6 at the rate of 17.5 per cent of the weekly equivalent of the Principal's annual salary.
- 6.5 For the purposes of this clause, "salary" shall mean the salary payable to the Principal at the first day of December of the year in which the loading is payable, but not including any other allowances or amount otherwise payable in addition to salary.

Provided that where clause 6.6 applies, "salary" shall mean the salary (together with any allowance payable as aforesaid) payable immediately prior to the payment made to the Principal pursuant to clause 5.3 (b).

- 6.6 Where a Principal receives a payment pursuant to clause 5.3 (b), including the case where a Principal's employment is terminated by the employer during the school year for a reason other than misconduct, the Principal shall be entitled to be paid for that part of such fraction of the annual holiday loading he or she would be entitled to for the full school year as is equal to the fraction which the number of school weeks worked by the Principal in that year bears to the number of school weeks he or she would be normally required to work in a full school year.

7. Miscellaneous

A Principal shall be entitled to a minimum of 30 consecutive minutes each day as a meal break.

8. Leave

8.1 Sick Leave

- (a) Entitlement

Any full-time, temporary or part-time Principal shall be entitled to paid sick leave in respect of any absence on account of illness or injury, subject to the following conditions and limitations:

- (i) During the first year of service with an employer the period of sick leave shall not exceed five days in any term, but any sick leave not taken in any term may be taken during the remainder of the said year;

Provided that the maximum sick leave which may be taken during the first year of service shall not exceed 15 days.

And provided further that a temporary Principal shall be entitled to sick leave in accordance with the provisions of this paragraph, and in that proportion of 15 days which the period of appointment of the Principal bears to the school year of the school at which he or she is employed.

- (ii) After the first year of service with an employer, the period of sick leave shall, subject to clause 8.1(b), not exceed in any year of service 22 working days on full pay, followed by 22 working days on half pay.
 - (iii) A Principal shall not be entitled to sick leave for any period in respect of which such Principal is entitled to workers' compensation.
 - (iv) A Principal shall not be entitled to paid sick leave unless he or she notifies the person nominated by the employer for this purpose prior to the commencement of the first organised activity at the school on any day, of the nature of the illness and of the estimated duration of the absence; provided that paid sick leave shall be available if the Principal took all reasonable steps to notify the person nominated by the employer for this purpose or was unable to take such steps.
 - (v) The sick leave entitlement of a part-time Principal shall be in that proportion which the number of working hours of that Principal in a full school week bears to the number of working hours which a full-time Principal at the school is normally required to work.
 - (vi) The Principal, if required by the employer, complies with paragraph (c) of this sub-clause.
- (b) Sick leave shall accumulate from year to year as follows:
- (i) Untaken sick leave entitlement in the first year of service with an employer shall not be accumulated.
 - (ii) Untaken sick leave in the second year of service with an employer and thereafter of up to 20 days on full pay and 20 days on half pay per year shall be accumulated to a maximum of four years of service;
- Provided that an employee shall only be entitled to the sick leave accumulated in the respect of the four years of continuous service immediately preceding the current year of service.
- (iii) The maximum accumulation shall not exceed 80 days on full pay and 80 days on half pay.
 - (iv) Accumulated sick leave days on full pay shall be taken prior to accumulated sick leave days on half pay.
 - (v) Sick leave which accrues to a Principal at the commencement of a year of service pursuant to clause 8.1(a) shall be taken prior to the taking of any sick leave which the Principal has accumulated in accordance with this subclause.
 - (vi) A part-time Principal shall accumulate sick leave entitlements pursuant to the provisions of this subclause in that proportion which the number of working hours in a full school week bears to the number of working hours that a full-time Principal at the school is normally required to work.
- (c)
- (i) Other than in respect of the first two days absence in respect of sickness in any year, a Principal shall, upon request, provide a medical certificate addressed to the employer, or, if the employer requires, to the school medical officer.
 - (ii) Where a Principal has taken frequent single days of sick leave, or taken extended sick leave such that the employer requires additional information in relation to the Principal's sickness, then the employer may take action in accordance with this subclause.
 - (A) The employer may arrange a meeting in order to clarify the position with the Principal. The invitation to the Principal to attend the meeting shall be in writing (signed by the employer's delegate) with sufficient notice for the Principal to

reasonably be able to attend the meeting. The invitation shall also refer to the provisions of this award clause and shall indicate the grounds for the employer's concern about sick leave taken by the Principal. The employer shall invite the Principal to respond verbally at the meeting to the issues raised by the employer. A Principal shall not unreasonably fail to attend such a meeting where invited by the employer to do so.

- (B) After consideration of the Principal's response, the employer may
- require further evidence of illness; and/or
 - require the Principal to provide a medical certificate from a doctor nominated by the employer (at the employer's cost) in relation to the likely period of absence or to establish only eligibility for sick leave (and no other information); and/or
 - discuss with the Principal any other action.
- (C) Where a Principal fails to attend a meeting as requested by the employer pursuant to paragraph (A) of this subclause and does not provide a reasonable explanation for such failure, or does not provide further evidence of illness as outlined in paragraph (B) of this subclause, then following prior written notice the employer may cease payment of sick leave if the employer has reasonable grounds for a belief that the Principal is not entitled to sick leave for that absence.
- (D) The Principal may, if a member of the union, request that any matter pursuant to this clause be discussed at any stage between the union and the representative of the employer.

8.2 Carers Leave

(a) Use of Sick Leave

- (i) A Principal, other than a casual Principal, with responsibilities in relation to a class of person set out in 8.2 (a) (iii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, ten days of his or her current and 30 days of his or her accrued sick leave entitlement, provided for at Clause 8.1 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.
- (ii) The Principal 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 Principal.

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

- (iii) The entitlement to use sick leave in accordance with this subclause is subject to: -
- (A) the Principal being responsible for the care of the person concerned; and

- (B) the person concerned being:
- (1) a member of the Principal's immediate family; or
 - (2) a member of the employee's household.

The term "immediate family" includes:

- (aa) a spouse (including former spouse, a de facto spouse and a former de facto spouse) of the Principal. A de facto spouse, in relation to a person, means 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 the person; and
 - (bb) a child or adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), a parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the Principal or spouse of the Principal.
- (iv) The Principal shall not be entitled to paid carer's leave unless he or she notifies the person nominated by the employer for this purpose of the need for carer's leave and the estimated period of absence at the first available opportunity and, where possible, before the first organised activity at the school on the day of absence. The Principal will have sick leave credits available to the extent of the leave to be taken.
- (v) Notwithstanding clause 8.2(a), a part-time Principal is only entitled to an amount of carer's leave in the same proportion the working hours of a part-time Principal bears to the hours which a full-time Principal at the school is normally required to work.
- (vi) Any carer's leave taken in accordance with this clause shall be deducted from the sick leave entitlement of the Principal in accordance with Clause 8.1 Sick Leave.
- (b) Unpaid Leave for Family Purpose
- A Principal 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 8.2(a)(iii) above who is ill or who requires care due to an unexpected emergency.
- (c) Personal Carers entitlement for casual Principals
- (i) Subject to the evidentiary and notice requirements in subparagraphs (ii) and (iv) of paragraph (a) of this subclause, casual Principals are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause (iii) of paragraph (a) of this clause who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
 - (ii) The employer and the Principal shall agree on the period for which the Principal will be entitled to not be available to attend work. In the absence of agreement, the Principal is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Principal is not entitled to any payment for the period of non-attendance.
 - (iii) An employer must not fail to re-engage a casual Principal because the Principal accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual Principal are otherwise not affected.

8.3 Parental Leave

(a) Maternity Leave

- (i) A Principal who takes unpaid maternity leave under the provisions of the *Industrial Relations Act 1996* must be paid under this clause.
- (ii) The amount of paid leave for a Principal shall be twelve weeks.
- (iii) The Principal must be paid at the rate the Principal was paid at the time of commencing leave.
- (iv) The Principal must be paid:
 - (A) at the usual times and intervals that the Principal is usually paid, or
 - (B) if the Principal asks two weeks in advance and the employer agrees, in a lump sum.
- (v) The employer must pay the first or lump sum payments at the pay period commencing closest to;
 - (A) six weeks before the anticipated date of birth, or
 - (B) if birth occurs before the time referred to in (A), the date of the birth; or
 - (C) if the Principal has not commenced maternity leave at the time referred to in (A), when the Principal commences leave.
- (vi) If a Principal's pregnancy is terminated other than by the birth of a living child:
 - (A) more than 20 weeks before the anticipated date of birth the Principal is not entitled to the payment;
 - (B) less than 20 weeks before the anticipated date of birth the Principal is entitled to the payment while she remains on leave.
- (vii) The period of maternity leave will not count as a period of service under this award or any statute.
- (viii) A Principal shall be required to give at least 10 weeks written notice of the intention to take leave and shall provide other notice consistent with the provisions of section 58 (1) of the *Industrial Relations Act 1996*.
- (ix) Except as varied by this provision, Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall apply.

Notation:

- (i) Where possible maternity leave should preferably commence on the day following the last teaching day of a term and conclude on the day preceding the first teaching day of a term. However this does not diminish the right of a Principal to proceed on leave on the date she nominates in accordance with the *Industrial Relations Act 1996*.
- (ii) In order to facilitate the desirable practice referred to in (i) above, the employers are prepared to extend the time of maternity leave beyond that maximum entitlement prescribed by the *Industrial Relations Act 1996*, should the employee agree to return from maternity leave at the commencement of the term immediately following the maximum period of leave required to be afforded by that Act.]

(b) Paternity Leave

- (i) A Principal who takes paternity leave shall be entitled to 2 weeks paid leave commencing on the day of birth of his child or on the day on which his spouse leaves hospital following the birth. This paid leave is to be deducted from Carer's Leave available to the Principal pursuant to sub-clause 8.2 of this award (NB: spouse means a spouse as defined in sub-clause 8.2 Carer's Leave).
- (ii) A Principal shall be required to give at least 10 weeks written notice of the intention to take leave and shall provide other notice consistent with the provisions of section 58 (2) of the *Industrial Relations Act 1996*.

(c) Adoption Leave

- (i) A Principal shall be entitled to nine weeks paid leave for the purpose of adopting any child providing the leave is taken before the child reaches full-time enrolment age.
- (ii) The period of paid adoption leave will not count as a period of service under this award or any statute.
- (iii) A Principal shall be required to give written notice of the approval or other decision to adopt a child at least 10 weeks prior to the expected date of placement of the child and shall provide other notice consistent with the provisions of section 58 (3) of the *Industrial Relations Act 1996*.

(d) Parental Leave Entitlement for Casual Principals

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

- (i) the Principal or Principal's spouse is pregnant; or
- (ii) the Principal is or has been immediately absent on parental leave.

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

(e) Right to request

- (i) A Principal entitled to parental leave may request the employer to allow the Principal:
 - (A) to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
 - (B) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (C) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the Principal in reconciling work and parental responsibilities.

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

- (iii) Principal's request and the employer's decision to be in writing

The Principal's request and the employer's decision made under subparagraphs (i) (B) and (C) of this paragraph must be recorded in writing.

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

Where a Principal wishes to make a request under subparagraph (i) (C), such a request must be made as soon as possible before the date upon which the employee is due to return to work from parental leave.

- (f) Communication during parental leave

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

- (A) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Principal held before commencing parental leave; and

- (B) provide an opportunity for the Principal to discuss any significant effect the change will have on the status or responsibility level of the position the Principal held before commencing parental leave.

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

- (iii) The Principal shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subparagraph (i).

8.4 Long Service Leave

- (a) General Provisions

- (i) Except in so far as expressly varied by the provisions of this clause, the provisions of the *Long Service Leave Act 1955*, shall apply to Principals employed under this award.
- (ii) For the purpose of this sub-clause 8.4 Long Service Leave, a Principal shall be deemed to have completed a year of service if he or she had been employed for the whole of the term time of that calendar year.

- (b) Quantum of Leave

Subject to clause 8.4(c) the amount of long service leave to which a Principal shall be entitled shall:

- (i) In the case of a Principal who has completed at least ten years service with the same employer be:

- (A) in respect of ten years service so completed 13 weeks; and

- (B) in respect of each additional five years of service with the employer since the Principal last became entitled to long service leave, 10 weeks; and

- (C) on the termination of the Principal's employment, in respect of completed service with the employer since the Principal last became entitled to an amount of long service leave, a proportionate amount on the basis of two weeks for one year's service.
- (ii) In the case of a Principal who has completed with an employer five years service, and whose services are terminated by the employer for any reason other than misconduct or cease for any other reason, be a proportionate amount on the basis of 13 weeks for ten years service [such service to include service with the employer as an adult and otherwise than as an adult].
- (c) Calculation of Entitlement

In the case of a Principal whose service with an employer began before 1 July 2006, and whose service would entitle the Principal to long service leave under this clause, the amount of long service leave to which such Principal shall be entitled shall be the sum of the following amounts.

- (A) The amount calculated on the basis of the provisions of any applicable contract/s of employment in respect of the period of service before 1 July 2006 [see notation below]; and
- (B) An amount calculated on the basis of the provisions of this clause in respect of the period of service from and including 1 July 2006.

Notation:

Prior to the commencement of this Award, many Principals were entitled to Long Service Leave in accordance with the arrangements applying pursuant to the Teachers (Independent Schools) (State) Award. The rates of accumulation under that Award were as follows:]

Calculation of Entitlement Long Service Leave Teachers (Independent Schools) (State) Award	
Prior to 31st July 1985	0.866 weeks per year.
1st August, 1985 to 30th April, 1995	1.05 weeks per year up to 10 years service. 1.5 weeks per year, or proportion of a year, after 10 years service.
1st May, 1995 to 28th January, 2001	1.05 weeks per year up to 10 years service. 2 weeks per year, or proportion of a year, after 10 years service.
On and from 29th January, 2001	1.3 weeks per year up to 10 years service 2 weeks per year, or proportion of a year, after 10 years service

- (d) Conditions of Taking Leave
- (i) Where a Principal has become entitled to long service leave in respect of the Principal's service with an employer, the employer shall give to the Principal and the Principal shall take the leave as soon as practicable having regard to the needs of the employer provided always that unless the employer otherwise agrees the Principal shall give not less than two school terms notice of the Principal's wish to take leave and further provided that the employer shall give the Principal not less than two school terms' notice of any requirement that such leave be taken.

- (ii) Where long service leave is taken so that it commences on the first day after a period of pupil vacation, which falls between school terms, and concludes on the last day prior to a period of pupil vacation which falls between school terms, such long service leave shall be exclusive of the pupil vacation periods occurring prior to and following the period of long service leave.
 - (iii) Where a Principal requests and is granted up to one week's leave without pay to be taken in addition to long service leave such that the total period of leave is in accordance with subclause 8.4(d)(ii) the conditions of that clause shall apply, provided nothing in this paragraph shall affect the provisions of subclause 5.6.
 - (iv) Where long service leave is not taken in full term periods or in accordance with clause 8.4(d)(ii) it will be inclusive of pupil vacations.
 - (v) Where a Principal is entitled to an amount of long service leave which is in excess of a school term the Principal may elect not to take that part of the long service leave which is in excess of a term [the deferred leave], until such time as the Principal accumulates further entitlements which when taken together with the deferred leave enables long service leave to be taken for a whole term.
- (e) Subject to the provisions of this clause, any long service leave shall be inclusive of any public holidays and other pupil vacation periods falling within the period of such leave.
- (f) The service of a Principal with an employer shall be deemed continuous notwithstanding the service has been interrupted by reason of the Principal taking maternity leave (including paid and unpaid leave in accordance with clause 8.3 Parental Leave) or other approved leave without pay but the period during which the service is so interrupted shall not be taken into account in calculating the period of service.
- (g) **Payment in Lieu of Long Service Leave**
- (i) Where a Principal takes long service leave for an entire school term, the Principal may request and the employer may agree that, in addition to the long service leave, the Principal be paid an amount in lieu of any additional long service leave accumulated by the Principal, prior to the commencement of the long service leave.
 - (ii) The payment made by the employer in lieu of long service leave in clause 8.4(g)(i) will not exceed five weeks' salary.
 - (iii) Any payment in clause 8.4(g)(i) of this subclause will be paid by the employer upon the commencement of the Principal's long service leave, unless otherwise agreed between the Principal and the employer.
 - (iv) Where a payment in lieu of long service leave is paid by the employer in accordance with this subclause, a Principal's entitlements to long service leave will be reduced by the extent of such payment.

8.5 Recognition of Immediate Past Service for the Calculation of Long Service Leave Credits

8.5.1 Eligibility

This clause applies to a Principal:

- (i) whose employment with an employer bound by the Award ("Current Employer") terminates; and
- (ii) as at the date of termination of employment, who has an entitlement to be paid in lieu of long service leave in accordance with subclause 8.4(b) of this award and the *Long Service*

Leave Act 1955 (the amount of such entitlement being the ("Long Service leave Accrual"); i.e., has been in the employ of the Current Employer for a minimum of 5 years, and

- (iii) who has been offered and has accepted employment with an employer bound by this award ("New Employer"); and
- (iv) who is to commence employment with the New Employer.

8.5.2 Election regarding Long Service Leave Accrual

- (a) Subject to subclause 8.5.2 (b) a Principal who satisfies the requirements in subclause 8.5.1 may elect for the Current Employer to either:
 - (i) pay the Long Service Leave Accrual to the Principal as a lump sum payment or;
 - (ii) pay the Long Service Leave Accrual to the New Employer.
- (b) The Current Employer must notify a Principal of their right to make an election in accordance with subclause 8.5.2 (a) at least three weeks before the date of termination of the Principal's employment with the Current Employer, if practicable.
- (c) For the purpose of subclause 8.5.2 (a), a Principal must notify the Current Employer of their election at least one week prior to the termination of the Principal's employment with the Current Employer (or such later time if agreed by the Current Employer) in writing.
- (d) Where the Principal elects for the Current Employer to pay the Long Service Leave Accrual to the New Employer, and notifies the Current Employer of such an election in accordance with subclause 8.5.2 (b), the Current Employer must pay the Long Service Leave Accrual to the New Employer on the date of termination of the Principal's employment with the Current Employer, if practicable, but no later than the date the Principal commences employment with the New Employer (such amount then being the "Transferred Amount"). The Principal will have no further entitlement to long service leave or a payment in lieu with the Current Employer, the Principal's right to long service leave or a payment in lieu being extinguished by the payment of the Transferred Amount to the New Employer.
- (e) If a Principal fails to make an election in accordance with subclause 8.5.2 (a) or fails to satisfy the requirements in subclause 8.5.2 (b) in making an election, the Current Employer must pay the Long Service Leave Accrual to the Principal as a lump sum payment, unless otherwise agreed by the Current Employer.
- (f) A Principal will be eligible for service to be recognised by the New Employer except where at the date of termination the balance of the Principal's long service leave accrual is less than 5 weeks.
- (g) For the avoidance of doubt, an election made under subclause 8.5.2 (a) is not able to be revoked or changed.

8.5.3 Deemed Service with New Employer

For the purposes only of:

- (a) calculating the rate of accrual of future long service leave entitlements; and

- (b) triggering the entitlement to take future long service leave;

where:

- (i) a Principal has elected for the Current Employer to pay the Long Service Leave Accrual to the New Employer; and
- (ii) the Transferred Amount has been received by the New Employer,

the Principal's service with the Current Employer shall be deemed to be service with the New Employer.

8.5.4 Calculation of Long Service Leave Entitlements

The amount of long service leave to which a Principal is entitled at a particular point in time in accordance with the Portable Long Service Leave Scheme, is to be determined in accordance with the following formula:

New Employer LSL Accrual + Transferred LSL Accrual.

where:

"New Employer LSL Accrual" means the amount of long service leave accrued by the Principal with the New Employer calculated in accordance with the scale of accrual set out in subclause 8.4 (b) taking in to account the deemed service in accordance with subclause 8.5.3; and

"Transferred LSL Accrual" means the Transferred Amount divided by the Principal's rate of pay with the New Employer at the date of the calculation.

8.5.5 Conditions of Taking Long Service Leave with New Employer

- (a) A Principal is not entitled to take any long service leave with the New Employer unless, at the time the Principal would take the leave, the following conditions are satisfied:
- (i) the Principal has completed at least 10 years service (including both actual service with the New Employer and deemed service with the New Employer in accordance with subclause 8.5.3); and
- (ii) the Principal has been employed by the New Employer for at least 5 years, subject to subclause 8.5.5 (b); and
- (iii) the Principal has accrued sufficient long service leave (calculated on the basis of subclause 8.5.4 to take leave of at least one school term, subject to subclause 8.5.5(b)).
- (b) Despite subclause 8.5.5 (a) (ii) and subject to subclause 8.5.5 (d), a Principal may commence to take long service leave earlier than the time prescribed in subclause 8.5.5 (a) (ii) with the agreement of the New Employer.
- (c) Despite subclause 8.5.5 (a) (iii) and subject to subclause 8.5.5 (d), a Principal may take an amount of long service leave which is less than one school term with the agreement of the New Employer.
- (d) For the avoidance of doubt, the conditions for taking long service leave set out in subclauses 8.4 (d), (e), (f) and (g) apply with respect to the New Employer to any Principal who makes an election in accordance with clause 8.5.

8.5.6 No Claim for Damages or of Unfairness

A Principal who makes an unfair dismissal claim or other claim arising out of the termination of his or her employment with a Current Employer must not make any claim for damages arising out of the Principal's ineligibility, if any, to participate in the Portable Long Service Leave Scheme set out in this clause 8.5 and must not rely on or raise such ineligibility in support of any unfair dismissal or other such claim.

8.5.7 Interest

A Principal who leaves the New Employer within 5 years is entitled to the Principal Transferred Amount plus interest calculated using the Australian Bureau of Statistics, Consumer Price Index - All Groups - State based capital city rate for Sydney - June Quarter to June Quarter percentage change.

8.6 Bereavement Leave

- (a) A Principal shall on the death of a spouse, father, mother, father-in-law, mother-in-law, grand parent, brother, sister, child, stepchild or grandchild of the Principal be entitled to paid leave up to and including the day of the funeral of such relative. Such leave shall not exceed three school days.
- (b) A Principal may be required to provide the employer with satisfactory evidence of such death.
- (c) Bereavement leave shall be available to the Principal in respect of the death of a member of the employee's immediate family or household, as defined in clause 8.2.
- (d) A Principal shall not be entitled to bereavement leave under this subclause during any period in respect of which the Principal has been granted other leave.
- (e) Bereavement leave may be taken in conjunction with leave available under clause 8.2. In determining such a request the employer will give consideration to the circumstances of the Principal and the reasonable operational requirements of the school.
- (f) Casual Principals
 - (i) Subject to the evidentiary and notice requirements in this subclause, casual Principals are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 8.2 Carer's Leave
 - (ii) The employer and the Principal shall agree on the period for which the Principal will be entitled to not be available to attend work. In the absence of agreement, the Principal is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Principal is not entitled to any payment for the period of non-attendance
 - (iii) An employer must not fail to re-engage a casual Principal because the Principal accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual Principal are otherwise not affected.

8.7 Examination/Study Leave

Any Principal who for the purpose of improving their skills as a Principal, enrolls in any course at a recognised University, shall be granted leave:

- (a) with pay on the day of any examination required in the course;
- (b) without pay for the purpose of attending any compulsory residential school which is a part of such course.

8.8 Jury Service

- (a) A full time or part-time Principal required to attend for jury service during ordinary working hours shall be provided with paid leave for this purpose. The Principal shall be required to reimburse to the employer any monies payable to the Principal for such attendance (excluding reimbursement of expenses) which required the Principal's absence from school.
- (b) The Principal shall notify the employer as soon as possible of the date upon which he or she is required to attend for jury service. The Principal shall provide to the employer a copy of the summons to attend jury duty and a record of payments received as proof of attendance.

9. Remuneration Package

9.1 This clause shall apply to those individual schools wishing to facilitate the provision of salary and benefit packages to individual Principals covered by this award.

9.2 For the purposes of this clause:

- (a) 'Benefits' means the benefits nominated by the Principal from the benefits provided by the school and listed in clause 9.4 (c).
- (b) 'Benefit Value' means the amount specified by the school as the cost to the school of the Benefit provided including Fringe Benefit Tax, if any.
- (c) 'Fringe Benefit Tax' means tax imposed by the Fringe Benefits Tax Act 1986.

9.3 Conditions of Employment

Except as provided by this clause, Principals must be employed at a salary based on a rate of pay, and otherwise on terms and conditions, not less than those prescribed by this award.

9.4 Salary Packaging

The school may offer to provide and the Principal may agree in writing to accept:

- (a) the Benefits nominated by the Principal; and
- (b) a salary equal to the difference between the Benefit Value and the salary which would have applied to the Principal or under clause 9.3, in the absence of an agreement under this clause.
- (c) The available Benefits are those made available by the school from the following list:
 - (i) superannuation;
 - (ii) childcare provided by the school;
 - (iii) other benefits offered by the school.
- (d) The school must advise the Principal in writing of the Benefit Value before the agreement is entered into.

9.5 During the currency of an agreement under clause 9.4.

- (a) any Principal who takes paid leave on full pay shall receive the Benefits and salary referred to in clause 9.4 (a) and (b).
- (b) if a Principal takes leave without pay the Principal will not be entitled to any Benefits during the period of leave

- (c) if a Principal takes leave on less than full pay he or she shall receive:
- (i) the Benefits; and
 - (ii) an amount of salary calculated by applying the formula:

$$A = S \times P\% - [(100\% - P\%) \times B]$$
 where:
 - S = the salary determined by paragraph (b) of subclause 9.4 of this clause
 - P = the percentage of salary payable during the leave
 - B = Benefit Value
 - A = Amount of salary.
- (d) any other payment under this award, calculated by reference to the Principal's salary, however described, and payable:
- (i) during employment; or
 - (ii) on termination of employment in respect of untaken paid leave; or
 - (iii) on death,
- shall be at the rate of pay which would have applied to the Principal under clause 9.3, in the absence of an agreement under clause 9.4 (a) and (b).

10. Suspension

Notwithstanding any of the provisions in this award, an employer may suspend a Principal with or without pay while considering any matter which in the view of the employer could lead to the Principal's summary dismissal. Suspension without pay shall not be implemented by the employer without prior discussion with the Principal and shall not, except with the Principal's consent, exceed a period of four weeks

11. Disputes Procedure

- 11.1 Subject to the provisions of the *Industrial Relations Act* 1996, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question.
- 11.2 Any grievance or dispute which arises shall, where possible, be settled by discussion between the Principal and the employer's nominee in accordance with any procedures that have been adopted by the school.
- 11.3 If no agreement is reached and if the Principal seeks assistance from the IEU or another person, the matter will be referred to the AIS by the IEU or that person and shall be dealt with in accordance with the AIS / IEU agreement (see Attachment A).
- 11.4 Should the matter not be resolved, it may be referred by either party to the Industrial Relations Commission of New South Wales for settlement.

12. No Extra Claims

It is a term of this award that the union undertakes not to pursue any extra claims, award or over award, until 31 December 2006.

13. Superannuation

13.1 Definitions

For the purposes of this clause:

- (a) "Basic earnings" shall mean:
 - (i) the minimum annual rate of salary prescribed from time to time for the employee by clause 3.1; and
 - (ii) the amount of any payment made to the employee pursuant to clause 5.
- (b) "Employee" means a Principal to whom this award applies.
- (c) "Employer" means the employer of a Principal to whom this award applies.
- (d) "Fund" means:
 - (i) the New South Wales Non-Government Schools Superannuation Fund; or
 - (ii) any other superannuation fund approved in accordance with the Commonwealth operational standards for occupational superannuation funds which the employee is eligible to join and which is approved by the employer as a fund into which an employee of that employer may elect to have the employer pay contributions made pursuant to this award in respect of that employee.
- (e) "Casual" means a casual employee as defined in clause 2 Definitions.

13.2 Fund

The New South Wales Non-Government Schools Superannuation Fund shall be made available by each employer to each employee.

13.3 Benefits

- (a) Except as provided in clause 13.3 (b), (d), (e) and (g), each employer shall, in respect of each employee employed by it, pay contributions into a fund to which the employee is eligible to belong; and, if the employee is eligible to belong to more than one fund, the fund nominated by the employee, at the rate of nine (9) per cent of the employee's basic earnings.
- (b) Where an employee is absent on sick leave and only entitled pursuant to the provisions of this award to receive payment for such sick leave at half pay, the employers' contributions pursuant to this award in respect of that employee during the period of such sick leave shall be reduced to nine (9) per cent of the half pay to which the employee is entitled.
- (c) Subject to clause 13.3 (g), contributions shall be paid at intervals and in accordance with the procedures and subject to the requirements prescribed by the relevant fund or as trustees of the fund may reasonably determine.
- (d) An employer shall not be required to make contributions pursuant to this award in respect of an employee in respect of a period when that employee is absent from his or her employment without pay.
- (e) Contributions shall commence to be paid:
 - (i) in the case of an employee who was employed at 1 July 2006, from the beginning of the first pay period commencing on or after 1 July 2006; and

- (ii) in the case of an employee employed after 1 July 2006, from the beginning of the first pay period commencing on or after the employee's date of engagement.

Provided that if the employee had not applied to join a fund within six weeks of 1 July 2006 (in the case of an employee employed at 1 July 2006), or within six weeks of the employee's date of engagement (in the case of an employee who is employed after 1 July 2006), the employer shall commence to pay contributions from the beginning of the next pay period commencing on or after the date on which the employee applies to join a fund.

- (f) The employee shall advise the employer in writing of the employee's application to join a fund pursuant to this award.
- (g) An employer shall make contributions pursuant to this award in respect of:
 - (i) casual employees who earn in excess of \$1,437.00 during their employment with that employer in the course of any year, running from 1 July to the following 30 June (all such casual employees are hereinafter called "qualified employees"); and
 - (ii) qualified employees in each ensuing year of employment with that employer.

Such contributions shall be made in respect of all days worked by the employee for the employer during that year and shall be paid by the employer to the relevant fund at the time of issue to the employee of his or her annual group certificate, provided that prior to the immediately preceding 30 June the employee has applied to join a fund.

- (h) Where an employer approves a fund, other than the Non-Government Schools Superannuation Fund, as one to which the employer will pay contributions in respect of its employees or a class or classes such employees, the employer shall notify its employees of such approval and shall, if an employee so requests, provide the employee with a copy of the Trust Deed of such fund and of a letter from the Insurance and Superannuation Commissioner, granting interim or final listing to the fund, at a cost of 80 cents per page of such copies.
- (i) When a new employee commences in employment, the employer shall advise the employee in writing of the employee's entitlements under this award within two weeks of the date of commencement of employment and also of the provisions of clause 13.3 (e) in the case of a full-time employee and clause 13.3 (g) in the case of a casual employee.

13.4 Transfers between Funds

If an employee is eligible to belong to more than one fund, the employee shall be entitled to notify the employer that the employee wishes the employer to pay contributions in respect of the employee to a new fund but shall not be entitled to do so within three years after the notification made by the employee pursuant to clause 13.3 (f) or within three years after the last notification made by the employee pursuant to this clause. The employer shall only be obliged to make such contributions to the new fund where the employer has been advised in writing:

- (a) of the employee's application to join the other fund; and
- (b) that the employee has notified the trustees of the employee's former fund that the employee no longer wishes the contributions which are paid on the employee's behalf to be paid to that fund.

14. Anti-Discrimination

- (a) 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 responsibility as a carer.

- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in this award the parties have obligations 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 term of operation, has a direct or indirect discriminatory effect.
- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee who has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to effect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation
 - (ii) any act or practice of a body established to propagate religion which is exempted under section 56 (d) of the *Anti-Discrimination Act 1977*;
 - (iii) a party to this award from pursuing matters of unlawful discrimination.
- (e) 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.
 - (i) Employers and employees may also be subject to Commonwealth Anti-Discrimination legislation.
 - (ii) Section 56 (d) of the *Anti-Discrimination Act 1977* provides:

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

15. Area, Incidence and Duration

- 15.1 This award shall apply to all Principals employed in any recognised independent school or special school registered under the provisions of the *Education Act 1990* in the State, except Catholic schools, provided further that the Award shall not apply to:
- (a) Members of a recognised religious order and/or Clerks in Holy Orders, and/or Ministers of Religion [including a Minister/Teacher or a Missionary/Teacher who is a member of the Seventh Day Adventist Church and who teaches in a school operated by a local Conference of the Australasian Division of the Seventh Day Adventist Church], provided that application may be made on behalf of any such member to be included within the scope of this award; or
 - (b) Principals who have a contractual right to appoint and/or dismiss teachers of the school; or
 - (c) Principals or Teachers in Charge employed in Steiner Schools; or
 - (d) Teachers employed in single teacher schools, in which case the Teachers (Independent Schools) (State) Award or any instrument that replaces that Award will apply.
- 15.2 This Award shall take effect from 1 July 2006 and shall remain in force thereafter until 31 December 2006.

PART B**MONETARY RATES****Table 1 - Principals Salary**

Enrolment date previous year's census date	Gross Salary per annum from the first full pay period on or after 1 July 2006 \$
PRIMARY	
1-49	83,999
50-99	89,805
100-250	100,184
251-400	103,723
401-600	108,318
601-800	112,466
801+	118,649
SECONDARY	
1-49	83,999
50-99	89,805
100-300	108,572
301-600	115,181
601-900	121,512
901-1200	124,740
1201+	129,942

Table 2 - Allowance for Teachers in Charge

Description	Gross Allowance per annum from the first full pay period on or after 1 July 2006 \$
Clause 3.1(b): Allowance for Teachers in Charge	11,700

Table 3 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Allowance from the first full pay period on or after 1 July 2006 \$
1.	3.5(a)	Own Car Allowance: Where use authorised by the school	0.58 per km

ATTACHMENT A**SETTLEMENT PROCEDURE: AGREEMENT BETWEEN THE AIS AND THE IEU****1. Underlying Principles**

The Association of Independent Schools and the New South Wales Independent Education Union each has responsibilities toward their respective members which are recognised and respected. The two organisations also have a number of interests in common. These include the recognition and acceptance of the following:

- A. The quality and public perception of Independent Schooling is of significance and both recognise that there is mutual responsibility to protect, promote, develop and enhance this sector of schooling in N.S.W.
- B. There is mutual benefit to their memberships in there being a working relationship between the two organisations which is built on professional attitudes and clearly established and recognised procedures.
- C. The individuality and authority of each Independent School, as well as the individuality and rights of each staff member.
- D. The attitudes and interests in common include:
 - (i) An interest in helping to maintain a working environment in which quality education can be provided in a manner consistent with the School's Aims and Objectives and its philosophy.
 - (ii) A common view that quality education is most likely to be provided where there is recognition, encouragement and support for the professional attitudes rights and growth of staff members as well as for their personal needs and developments and the industrial rights of all parties.
- E. The right of employee(s) and the employer(s) to seek assistance and advice from their respective Associations.

2. Operational Procedures Between the AIS and the IEU

The right of each organisation to deal with its members as it sees fit notwithstanding, it is agreed that the following will be the general principles upon which each organisation will approach the attempts to resolve difficulties that have not been resolved by direct discussion between the employer and employee concerned.

- A. Both organisations recognise that it is generally preferable for perceived problems to be discussed between the staff member and the employer with a view to resolving the matter and that it is only when the normal employer employee process does not achieve a mutually satisfactory result that it is appropriate for the matter to be discussed formally between the AIS and the IEU. This does not preclude earlier informal discussions where appropriate nor does it preclude discussion between the IEU and its members in a school as to the most appropriate method of resolving a problem.
- B. The IEU undertakes to refer to the AIS matters in which it seeks information from an Independent School or to discuss the matters that are of concern to its members and to do this wherever possible before encouraging school staff and IEU chapters to pass resolutions about the matter.
- C. The AIS undertakes to respond by seeking discussions with the school to ascertain its wishes as to how (and where necessary, through whom) it wishes to proceed in dealing with the matter and to advise the IEU of the school's decision.
- D. The steps that will then follow will be determined to suit the particular matter but in general can be expected to be as follows:

The AIS and IEU will discuss the matter with a view to:

- (a) identifying the facts of the matter to ensure that it is not misunderstandings that have created the problem;
- (b) clarifying the issues and wishes of each of those involved;
- (c) exploring the options that appear to be available;
- (d) where possible, assisting the parties to arrive at a mutually satisfactory solution;
- (e) nothing in the above diminishes the right of either party to refer any matter to the Industrial Relations Commission.

- E. As a general rule the school, the employee, the AIS and the IEU will maintain confidentiality to ensure that the dignity of the employee, the school and its personnel are maintained wherever possible.

The AIS and IEU will, where deemed advisable, prepare sufficient documents to confirm the agreement and assist in its implementation.

ATTACHMENT B

REDUNDANCY

- 1.1 This Part shall apply in respect of full-time and part-time persons employed in the classifications specified by the award.
- 1.2 This part shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
- 1.3 Notwithstanding anything contained elsewhere in this award, the provisions of this part 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.
- 1.4 This part 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.

2. Employers Duty to Notify and Discuss

- 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.
- 2.2 The employer shall discuss with the employees effected and the union to which they belong the introduction of such changes and the likely effect on the employees and the measures taken to avert or mitigate the adverse effects of such changes.
- 2.3 'Significant effects' include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

3. Discussions Before Terminations

- 3.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone 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.
- 3.2 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 3.1 of this Attachment 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 of the employees concerned.
- 3.3 For the purposes 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.

4. Notice for Changes in Production, Program, Organisation Or Structure

4.1 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 clause 2 of this Attachment.

4.1.1 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 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

4.1.2 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.

4.1.3 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.

4.2 Notice for Technological Change

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'technology' in accordance with clause 2 of this Attachment.

4.2.1 In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.

4.2.2 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.

4.2.3 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.

4.3 Time off during the notice period

4.3.1 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 purposes of seeking other employment.

4.3.2 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.

4.4 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 part 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.

4.5 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.

4.6 Notice to Commonwealth Employment Service

Where a decision has been made to terminate employees, the employer shall notify the Commonwealth Employment Service 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.

4.7 Department of Social Security 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.

4.8 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in clause 2 of this Attachment, 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 rate for the number of weeks of notice still owing.

5. Severance Pay

5.1 Where an employee is to be terminated pursuant to clause 4 of this Attachment, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service:

5.1.1 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

5.1.2 Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks

3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

5.1.3 'Weeks Pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.

5.2 Incapacity to Pay

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 5.1 of this Attachment.

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause 5.1 above will have on the employer.

5.3 Alternative Employment

Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 5.1 of this Attachment if the employer obtains acceptable alternative employment for an employee.

M. SCHMIDT *J*

Printed by the authority of the Industrial Registrar.

(018)

SERIAL C4562

NURSES' (DEPARTMENT OF AGEING, DISABILITY & HOME CARE) (STATE) AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1609 of 2006)

Before Commissioner McLeay

24 March 2006

VARIATION

1. Insert in numerical order in the Arrangement of the award published 8 July 2005 (352 I.G. 246), the following new clauses and subject matter and renumber clauses 21, Leave Reserved and clause 22, Area, Incidence and Duration to read as clause 22 and 23 respectively:

- 5A. Pilot Roster Projects
21. Salary Sacrifice to Superannuation'
22. Leave Reserved
23. Area, Incidence and Duration

2. Delete from clause 2, Definitions, of the definition of "Large Residence", and insert in lieu thereof the following:

"Large Residence" means any large residential campus providing a range of services which may include accommodation, respite care, day activity services and some medical and paramedical services to clients. These include:

Metro Residences incorporating the Marsden, Rydalmere and Lachlan Residences;

Hunter Residences incorporating the Stockton, Kanangra, Peat Island and Tomaree Residences;

Riverside Residence; Grosvenor Residence.

3. Delete subclause (xii) of clause 4, Hours of Work and Free Time of Employees, and insert in lieu thereof the following:

(xii)

- (a) Each employee shall be free from duty for not less than two full days in each week or four full days in each fortnight and no duties shall be performed by the employee on any of such free days except for overtime. Where practicable, days off shall be consecutive, unless an employee requests otherwise.
- (b) For the purpose of this subclause "full day" means from midnight to midnight or midday to midday.

4. Insert after clause 5, Rosters, the following new clause:

5A. Pilot Roster Projects

- (i) Notwithstanding any other provision of this Award, pilot Roster Projects for the purposes of trialing flexible roster practices or 12 hour shifts may be implemented on the following basis:

- a. The terms of the Pilot Roster Project shall be agreed in writing between the employer and the Association on behalf of the nurses participating in the project. Provided that the Association shall not unreasonably delay in responding to, a Pilot Roster Project proposed by an employer.
 - b. The terms shall include
 1. the duration of the project; and the conditions of the project; and
 2. the award provisions required to be overridden in order to implement the project; and
 3. review mechanisms to assess the effectiveness of the project.
 - c. Whilst the Pilot Roster Project is being conducted according to its terms, the employer shall not be deemed to be in breach of the award by reason alone of implementing the project.
 - d. Any purported Roster Project Pilot which does not comply with this clause is not a Pilot Roster Project for the purposes of this clause and in particular no employer shall be able to claim the benefit of subclause (c) when implementing such project.
- (ii) The Association agrees to participate in a review of the operation of this clause, if requested by the Department.
5. Insert after subclause (v), of clause 9, Special Allowances, the following new subclause (vi) and renumber the existing subclause (vi) to read as (vii):
- (vi) A registered nurse who relieves in a Nurse Manager After Hours position during short absences of the substantive occupant shall be paid an allowance at a rate calculated on the difference between the rate of pay of the registered nurse and the rate of pay for Nurse Manager Grade 1 year 1 for the time so spent up to 2 hours and for the whole of the shift for time so spent in excess of 2 hours.
6. Delete the words "Item 4" wherever appearing in clause 11, Uniforms, and insert in lieu thereof the following:
- "Item 5"
7. Delete paragraph (vii) (a), of clause 12, Overtime, and insert in lieu thereof the following:
- (a) The meals referred to in subclauses (v) and (vi) of this clause shall be allowed to the employee free of charge. Where the Department is unable to provide such meals, an allowance per meal as calculated hereunder shall be paid to the employee concerned.
8. Insert after clause 20, Anti-Discrimination, the following new clause and renumber the existing clauses accordingly:

21. Salary Sacrifice to Superannuation

- (i) Notwithstanding the salaries prescribed in clause 8, Salaries, of this Award, and Part B to this Award, an employee may elect, subject to the agreement of the Department, to sacrifice a portion of the salary payable under clause 8 and Part B to this Award, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed must not exceed fifty (50) percent of the salary payable under clause 8 or fifty (50) percent of the currently applicable superannuable salary, whichever is the lesser. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

- (ii) Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
- (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYE taxation deductions by the amount of that sacrificed portion; and
 - (b) 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 an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under clause 8 of this Award in the absence of any salary sacrifice to superannuation made under this Award.
- (iii) The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
- (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
 - (b) subject to the Department's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- (iv) Where an employee makes an election in terms of subclause (iii) of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.
- (v) Where the employee is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
 - (b) *Superannuation Act 1916*;
 - (c) *State Authorities Superannuation Act 1987*;
 - (d) *State Authorities Non-contributory Superannuation Act 1987*; or
 - (e) *First State Superannuation Act 1992*,
- the employee's Department must ensure that the amount of any additional employer superannuation contributions specified in subclause (i) of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.
- (vi) Where, prior to electing to sacrifice a portion of their salary to superannuation, an employee had entered into an agreement with their Department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause (v) of this clause, the Department or agency will continue to base contributions to that fund on the salary payable under clause 8 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.
9. Insert at the end of Schedule 1 - Nurse Manager and Administrative Support Positions, the following:
- Nurse Manager After Hours - Nurse Manager Grade 1
- Marsden, Rydalmere, Stockton and Kanangra'

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

PART B
MONETARY RATES

Table 1 - Salaries

Classification	First full pay period to commence on or after 01/07/04 Per Annum \$	3% First full pay period to commence on or after 01/07/05 Per Annum \$
Assistant in Nursing - Under 18 years of age - 1st year of experience 2nd year of experience Thereafter 18 years of age and over 1st year of experience 2nd year of experience 3rd year of experience Thereafter	 24279 25371 26372 28652 29567 30489 31435	 25007 26132 27163 29512 30454 31404 32378
Trainee Enrolled Nurse Under 18 years of age - 1st year of experience 2nd year of experience Thereafter 18 years of age and over 1st year of experience 2nd year of experience 3rd year of experience Thereafter	 24279 25371 26372 28652 29567 30489 31435	 25007 26132 27163 29512 30454 31404 32378
Enrolled Nurse 1st year of experience 2nd year of experience 3rd year of experience 4th year of experience Thereafter	 35200 35972 36749 37527 38310	 36256 37051 37851 38653 39459
Nurse undergoing pre-registration training other than as a student.	34412	35444
Registered Nurse - 1st year 2nd year 3rd year 4th year 5th year 6th year 7th year 8th year	 39911 42087 44258 46585 48891 51208 53833 56050	 41108 43350 45586 47983 50358 52744 55448 57732
Clinical Nurse Consultant 1st year 2nd year	 70118 71725	 72222 73876
Clinical Nurse Specialist No further appointments to this classification from date of this Award	58336	60086

Clinical Nurse Educator	58336	60086
Nurse, Learning and Development Officer -		
1st year	64712	66653
2nd year	66533	68529
3rd year	68166	70211
4th year	71725	73877
Residential Unit Nursing Manager -		
Level 1	70311	72420
Level 2	73650	75860
Level 3	75628	77897
Nurse Systems Support Officer		
Level 1	63000	64890
Level 2	67000	69010
Level 3		
1st year	70118	72222
2nd year	71547	73693
Nurse Systems Support Co-ordinator		
Level 1	67000	69010
Level 2		
1st year	70118	72222
2nd year	71547	73693
Level 3		
1st year	70118	72222
2nd year	71547	73693
3 rd year	72967	75156
4 th year	74412	76644
Level 4		
1st year	72967	75156
2nd year	74412	76644
Nurse Manager After Hours		
1st year	70118	72222
2nd year	71547	73693
Marsden, Rydalmere, Stockton and Kanangra		
Principal Nurse Manager Accommodation and Nursing Services		
1st year	97303	100222
2nd year	98743	101705
Nurse Manager Accommodation and Nursing Services Tomaree, Grosvenor		
1st year	81566	84013
2nd year	82995	85485
Peat Island, Kanangra, Lachlan, Riverside, Stockton, Rydalmere, Marsden		
1st year	85844	88419
2nd year	87295	89914
Nurse Manager Learning and Development Unit		
1st year	77266	79584
2nd year	78706	81067
Nurse Manager Resource Support Unit		
1st year	77266	79584
2nd year	78706	81067
Nurse Manger		
Grade 1		
1st year	70118	72222
2nd year	71547	73693

Grade 2		
1st year	72967	75156
2nd year	74412	76644
Grade 3		
1st year	77266	79584
2nd year	78706	81067
Grade 4		
1st year	81566	84013
2nd year	82995	85485
Grade 5		
1st year	85844	88419
2nd year	87295	89914
Grade 6		
1st year	90154	92859
2nd year	91485	94230
Grade 7		
1st year	97303	100222
2nd year	98743	101705
Grade 8		
1st year	104456	107590
2nd year	105886	109063

Table 2 - Other Rates and Allowances

Item No.	Clause No	Description	Beginning of first pay period to commence on or after 01.07.04	3% Beginning of first pay period to commence on or after 01.07.05
			\$	\$
1.	9 (i) and (ii)	Registered nurse in charge of unit in absence of RUNM or in charge of a Residence of not more than 100 resident clients.	21.86 per shift	22.52 per shift
2.	9 (iv)	Registered nurse designated as the Rover in charge of residential centre after hours(Lachlan, Riverside)	21.86 per shift	22.52 per shift
3.	9 (iii)	Registered nurse in charge of unit in absence of RUNM and in charge of a Residence of not more than 100 resident clients.	32.79 per shift	33.77 per shift
4.	9 (v)	Registered nurse designated as the Rover in charge of a residential centre after hours (Peat Island, Kanangra)	32.79 per shift	33.77 per shift
5.	11 (i)	Uniform allowance	5.02 per week	5.02 per week
	11 (iii)(a)	Shoe allowance	1.55 per week	1.55 per week
	11 (iii)(b)	Stocking allowance	2.60 per week	2.60 per week
	11 (iii)(c)	Sock allowance	0.51 per week	0.51 per week
	11 (iv)	Laundry allowance	4.18 per week	4.18 per week

11. This variation shall take effect from the beginning of the first pay period to commence on or after 24 March 2006.

J. McLEAY, Commissioner

MISCELLANEOUS WORKERS' - GENERAL SERVICES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 2753 of 2006)

Before Commissioner Bishop

31 July 2006

VARIATION

1. Delete subclause (v) of clause 6, Wages, of the award published 8 December 2000 (320 I.G. 1078), and insert in lieu thereof the following:
 - (v) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
 - (a) any equivalent over-award payments; and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

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

PART B

MONETARY RATES

Table 1 - Wages

Classification	Former Rate \$	SWC 2006 \$	New Rate \$
Tea Attendant - Level 1	501.10	20.00	521.10
Cleaner	519.00	20.00	539.00
Lift Attendant	519.00	20.00	539.00
Caretaker rel: 92.4%	544.35	20.00	564.35

Table 2 - Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	7(i)	Leading Hand: 1-5 employees	24.00
2	7(i)	Leading Hand: 6-10 employees	27.40
3	7(i)	Leading Hand: 11 or more employees	35.50
4	7(ii)	First-aid Allowance	13.10 per week
5	7(ii)	First-aid Allowance	2.61 per day
6	7(iii)	Qualification Allowance	15.90 per week
7	7(iii)	Qualification Allowance	3.18 per day
8	7(v)(a)	Locomotion - Motor cycle or other motor vehicle	23.00 per week
9	7(v)(a)	Locomotion - Bicycle	2.08 per shift
10	7(v)(b)	Laundry Allowance	1.38 per shift
11	8(ii)(a)	Broken Shift	11.20 per shift

12	8(ii)(b)	Excess Fares Allowance	8.85 per week
13	9(iii)	Cleaning Windows Height: each window	0.69
14	9(iv)	Cleaning from Ladder: each window	0.69
15	15(ii)	Meal Allowance	7.84

3. This variation shall take effect from the beginning of the first pay period to commence on or after 13 September 2006 and remain in force for 12 months.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

PRIVATE PATHOLOGY LABORATORIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 2744 of 2006)

Before Commissioner Bishop

31 July 2006

VARIATION

1. Delete subclause (iii), of clause 4 Wages, of the award published 22 April 2005 (350 I.G. 287), and insert in lieu thereof the following:
 - (iii) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
 - (a) any equivalent over award payments, and/or
 - (b) award wage increases since 29th May 1991 other than safety net, State Wage Case and minimum rates adjustments.

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

PART B

MONETARY RATES

Table 1 - Wages

Classification	Former rate per week \$	SWC 2006 \$	New Rate per week \$
Pathology Aide - Laboratory			
Grade 3 on commencement	499.00	20.00	519.00
Grade 2 after 12 months	515.00	20.00	535.00
Grade 1 on appointment	546.00	20.00	566.00
Pathology Aide Ancillary			
Grade 3 on commencement	499.00	20.00	519.00
Grade 2 after 12 months	515.00	20.00	535.00
Grade 1 on appointment	546.00	20.00	566.00
Pathology Aide Courier			
On commencement	559.00	20.00	579.00
Pathology Collector			
Grade 4 in training	524.00	20.00	544.00
Grade 3 on appointment	564.00	20.00	584.00
Grade 2 on appointment	591.50	20.00	611.50
Grade 1 - Educator/Co-ordinator	622.30	20.00	642.30
Practice Trainee - Scientific and Technical Officers			
Stage 1 Scientific and Technical	399.00	20.00	419.00
Stage 2 Scientific and Technical	434.00	20.00	454.00
Stage 3 Scientific and Technical	479.00	20.00	499.00
Stage 4 Scientific and Technical and			

thereafter	508.00	20.00	528.00
Stage 5 Scientific	545.00	20.00	565.00
Stage 6 Scientific	569.00	20.00	589.00
Scientific and thereafter	596.60	20.00	616.60
Technical Officers			
Grade 4.2 on commencement	612.20	20.00	632.20
4.1 after 12 months service	630.70	20.00	650.70
3.3 on appointment	661.50	20.00	681.50
3.2 after 12 months service	682.00	20.00	702.00
3.1 after 2 years	697.30	20.00	717.30
2.2 on appointment - after at least 4 years at Grade 3	717.80	20.00	737.80
2.1 after 2 years service on performance	733.20	20.00	753.20
1.2 on appointment	769.10	20.00	789.10
1.1 after 3 years service on performance	787.60	20.00	807.60
Scientific Officers			
Grade 4.2 on commencement	622.50	20.00	642.50
4.1 after 12 months service	661.50	20.00	681.50
3.3 on appointment	723.00	20.00	743.00
3.2 after further 12 months service	743.50	20.00	763.50
3.1 after 2 years	769.10	20.00	789.10
2.2 on appointment after not less than 4 years at Grade 3	787.60	20.00	807.60
2.1 after 2 years service on performance	818.30	20.00	838.30
1.2 on appointment	847.10	20.00	867.10
1.1 after 3 years	877.80	20.00	897.80

Table 2 - Allowances

Item No	Clause No	Brief Description	Amount \$
1	8A (iii)	Meal Allowance Each Additional 4 hours' overtime	10.25 10.25
2	16(i)	On-call Allowance (each day or shift) Monday to Saturday inclusive	14.20
3	16 (i)	On-call Allowance (each day or shift) Sunday	28.20
4	18	Locomotion	0.41 per km
5	19	First-aid Certificate	16.85 per week

3. This variation shall take effect on and from the first full pay period to commence on or after 12 August 2006.

E. A. R. BISHOP, Commissioner.

(011)

SERIAL C4965**ANIMAL WELFARE, GENERAL (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 2752 of 2006)

Before Commissioner Bishop

31 July 2006

VARIATION

1. Delete subclause (vi) of clause 5, Wages, of the award published 23 February 2001 (322 I.G. 531), and insert in lieu thereof the following:
 - (vi) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
 - (a) any equivalent over award payments, and/or
 - (b) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Table 1 - Wages, and Table 2 - Other Rates and Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	Rate Per Week \$
Animal Nurse, as defined	506.80
General Nurse, in transition	504.40
Animal Attendant, as defined	504.40
Food Preparer or Kennel Cleaner	504.40
All others	504.40

Table 2 - Other Rates And Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	2(ii)(a)	Broken Shift Allowance	10.58 per shift
2	2(ii)(b)	Excess Fares Allowance	9.71 per week
3	5(ii)	Leading Hands	25.51 per week
4	5(iv)	First-aid	13.02 per week
5	6(ii), (iii), (iv)	Overtime and Meal Allowances	8.85
6	7(ii)	Saturday morning work	
		Adults	14.32
		Juniors	10.31

7	21(i)	Locomotion Allowance	Standing charge per week \$	7
		Cubic centimetres of motor vehicle engine :		
		Up to and including 2,000 cc	239.87	26.48
		Over 2,000 cc	264.76	29.60
8	21(iii)	Bicycle Allowance	4.51 per shift	

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

E. A. R. BISHOP, 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 2711 of 2006)

Before Commissioner Murphy

4 August 2006

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 2006. These adjustments may be offset against:

- (a) any equivalent overaward payments; and/or
- (b) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete subclause (i) Adult Employees of Table 1 - Wages of Part B, Monetary Rates, and insert in lieu thereof the following:

Table 1 - Wages

- (i) Adult Employees -

Group No.	Classification	Former Rate Per Week \$	SWC 2006 Per Week \$	Total Rate Per Week \$
1	Checker	508.70	20.00	528.70
2	Assembler	508.70	20.00	528.70
3	Replenisher/Stockhand	508.70	20.00	528.70
4	Sorter	508.70	20.00	528.70
5	Wrapper/Tier	508.70	20.00	528.70
6	Indoor Salesperson	508.70	20.00	528.70
7	Department of Manager - in charge of:			
	(i) from 1 to 4 assistants	523.30	20.00	543.30
	(ii) from 5 to 12 assistants	531.70	20.00	551.70
	(iii) from 13 to 25 assistants	540.60	20.00	560.60
	(iv) over 25 assistants	545.30	20.00	565.30

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

Item No.	Clause No.	Brief Description	Amount \$
1	3(v)	Allowance for Section Head	9.50 per week
2	3(vi)	Qualified Parts Salesman	16.50 per week
4	25(ii)	First-aid	2.10 per day

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

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

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 2715 of 2006)

Before Commissioner Murphy

4 August 2006

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 June 2006. These adjustments may be offset against:
 - (i) any equivalent over award payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Wages of Part B, Monetary Rates, and insert in lieu thereof the following:

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

Description	Total Rate per week \$
Pharmacist	763.10
Pharmacist after first year of experience	804.80
Experienced Pharmacist	842.50
Pharmacist In Charge	
Grade 1	863.40
Grade 2	884.20
Grade 3	926.00
Pharmacist Manager	
Grade 1	967.70
Grade 2	1,009.40
Grade 3	1,051.10
Pharmacist Trainee	
First 6 months	598.20
Second 6 months	623.20
Pharmacy Student	
First year of course	504.40
Second year of course	512.80
Third year of course	554.50

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	9.26 per day

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

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

(113)

SERIAL C5026

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 2716 of 2006)

Before Commissioner Murphy

4 August 2006

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 June 2006. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

2. Delete subclause 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	553.10
Pharmacy Assistant Grade 1	563.40
Pharmacy Assistant Grade 2	573.60
Pharmacy Assistant Grade 3	583.90
Pharmacy Assistant Grade 4	596.10

These transitional rates of pay shall cease to have effect on translation.

3. Delete Table (i) - 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	553.10
Pharmacy Assistant Competency level 1	563.40
Pharmacy Assistant Competency level 2	573.60
Pharmacy Assistant Competency level 3	596.10
Pharmacy Assistant Competency level 4	629.70

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	9.26 per day

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

J. P. MURPHY, 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 2718 of 2006)

Before Commissioner Murphy

4 August 2006

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 June 2006. 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	548.40
over 2 and up to 5 tonnes	552.10
over 5 tonnes	556.30
Van Sales Employees Country - In charge of a vehicle with a capacity of:	
up to or equal to 2 tonnes	563.10
over 2 and up to 5 tonnes	567.00
over 5 tonnes	571.40

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

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	4(ii)	Allowance for driving refrigerated vans	7.20 per week
6	45(ii)	Technical Qualification Allowance	17.08 per week
7	45(iii)	Washing of any vehicle	7.98

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

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

(345)

SERIAL C5047

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 2890 of 2006)

Before Commissioner Bishop

16 August 2006

VARIATION

1. Rename the title of the award "Charitable Institutions (Professional Paramedical Staff) (State) Award" published 31 August 2001 (327 I.G. 399) to read as:

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

2. 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 2006. 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.

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

PART B

MONETARY RATES

Table 1 - Salaries

Classification	Current Rate \$/week	SWC 2006 Adjustment \$/week	Wage Rate as from 1.10.2006 \$/week
Scientific Officer			
1st year of service	644.20	20.00	664.20
2nd year of service	662.40	20.00	682.40
3rd year of service	693.30	20.00	713.30
4th year of service	730.10	20.00	750.10
5th year of service	769.40	20.00	789.40
6th year of service	806.30	20.00	826.30
7th year of service	835.70	20.00	855.70
8th year of service & thereafter	857.80	20.00	877.80
Senior Scientific Officer			
1st year of service	910.90	20.00	930.90
2nd year of service	936.30	20.00	956.30
3rd year of service	958.10	20.00	978.10
4th year of service	980.00	20.00	1,000.00
5th year of service	1,002.70	20.00	1,022.70
6th year of service	1,031.40	20.00	1,051.40

7th year of service	1,058.00	20.00	1,078.00
8th year of service & thereafter	1,081.10	20.00	1,101.10
Senior Scientific Officer in Charge In charge of a section of a laboratory			
1st year	910.90	20.00	930.90
2nd year	936.30	20.00	956.30
3rd year & thereafter	958.10	20.00	978.10
In charge of a laboratory of an agency having an ADA of Less than 200 ADA			
1st year	980.00	20.00	1,000.00
2nd year	1,002.70	20.00	1,022.70
3rd year & thereafter	1,031.40	20.00	1,051.40
More than 200 ADA			
1st year	1,031.40	20.00	1,051.40
2nd year	1,058.10	20.00	1,078.10
3rd year & thereafter	1,081.10	20.00	1,101.10
Principal Scientific Officer			
1st year of service	1,111.50	20.00	1,131.50
2nd year of service	1,135.50	20.00	1,155.50
3rd year of service	1,161.70	20.00	1,181.70
4th year of service	1,185.80	20.00	1,205.80
5th year of service	1,210.60	20.00	1,230.60
6th year of service	1,235.50	20.00	1,255.50
7th year of service	1,260.30	20.00	1,280.30
8th year of service	1,285.50	20.00	1,305.50
9th year of service	1,310.10	20.00	1,330.10
10th year of service & thereafter	1,335.80	20.00	1,355.80
Trainee Scientific Officer			
1st year of service	420.90	20.00	440.90
2nd year of service	464.00	20.00	484.00
3rd year of service	484.70	20.00	504.70
4th year of service	532.50	20.00	552.50
5th year of service	582.40	20.00	602.40
6th year of service	622.90	20.00	642.90
Medical Records Administrator			
Grade 1	635.40	20.00	655.40
Grade 2	645.60	20.00	665.60
Grade 3	655.60	20.00	675.60
Grade 4	665.20	20.00	685.20
Grade 5	678.30	20.00	698.30
Grade 6	689.40	20.00	709.40
Grade 7	701.90	20.00	721.90
Grade 8	731.80	20.00	751.80
Nurse Counsellor			
1st year of service	635.20	20.00	655.20
2nd year of service	658.20	20.00	678.20
3rd year of service	689.40	20.00	709.40
4th year of service	717.60	20.00	737.60
5th year of service	750.60	20.00	770.60
6th year of service	777.70	20.00	797.70
7th year of service	801.10	20.00	821.10
8th year of service	821.30	20.00	841.30
9th year of service	853.70	20.00	873.70

Dental Officer On appointment			
Less than 2 years service	733.00	20.00	753.00
with 2 and less that 4 years service	782.10	20.00	802.10
with 4 and less that 5 years service	827.10	20.00	847.10
with 5 or more years' service	879.10	20.00	899.10
on completion of 12 months on maximum of scale-			
1st year	931.60	20.00	951.60
2nd year	981.20	20.00	1,001.20
Senior Dentist			
1st year	1,010.70	20.00	1,030.70
2nd year	1,039.20	20.00	1,059.20
Dental Chairside Assistant			
1st year of service	365.60	20.00	385.60
2nd year of service	395.60	20.00	415.60
3rd year of service	423.80	20.00	443.80
4th year of service	456.80	20.00	476.80
5th year of service	482.90	20.00	502.90
6th year of service	515.70	20.00	535.70
7th year of service	529.20	20.00	549.20
8th year of service	537.20	20.00	557.20
9th year of service	544.50	20.00	564.50
Dieticians			
General Scale			
1st year of service	662.40	20.00	682.40
2nd year of service	693.30	20.00	713.30
3rd year of service	730.10	20.00	750.10
4th year of service	769.40	20.00	789.40
5th year of service	806.30	20.00	826.30
6th year of service	835.70	20.00	855.70
7th year of service	857.80	20.00	877.80
Grade 1			
1st year	910.90	20.00	930.90
2nd year	936.30	20.00	956.30
Therapists (other than Speech Pathologists) Salaries			
1st year of service	644.20	20.00	664.20
2nd year of service	662.40	20.00	682.40
3rd year of service	693.30	20.00	713.30
4th year of service	730.10	20.00	750.10
5th year of service	769.40	20.00	789.40
6th year of service	806.30	20.00	826.30
7th year of service	835.70	20.00	855.70
8th year of service & thereafter	857.80	20.00	877.80
Speech Pathologists			
1st year of service	644.20	20.00	664.20
2nd year of service	662.40	20.00	682.40
3rd year of service	693.30	20.00	713.30
4th year of service	730.10	20.00	750.10
5th year of service	769.40	20.00	789.40
6th year of service	806.30	20.00	826.30
7th year of service	835.70	20.00	855.70
8th year of service & thereafter	857.80	20.00	877.80
Audiologists			
1st year of service	629.50	20.00	649.50
2nd year of service	652.40	20.00	672.40
3rd year of service	683.80	20.00	703.80
4th year of service	714.10	20.00	734.10

5th year of service	746.40	20.00	766.40
6th year of service	776.50	20.00	796.50
7th year of service	800.80	20.00	820.80
8th year of service	824.30	20.00	844.30
9th year of service	853.30	20.00	873.30
Psychologists			
1st year of service	630.20	20.00	650.20
2nd year of service	652.80	20.00	672.80
3rd year of service	683.40	20.00	703.40
4th year of service	713.00	20.00	733.00
5th year of service	745.60	20.00	765.60
6th year of service	776.00	20.00	796.00
7th year of service	799.80	20.00	819.80
8th year of service	852.50	20.00	872.50
Clinical Psychologists			
1st year of service	823.50	20.00	843.50
2nd year of service	865.60	20.00	885.60
3rd year of service	904.60	20.00	924.60
4th year of service	947.10	20.00	967.10
5th year of service	986.30	20.00	1,006.30

Table 2 - Allowances

Item No.	Clause No.	Allowance	Amount from 1.10.2006 \$
1	3.1 (d)	Qualification Allowance	35.70 p/wk
2	3.8 (c)	Audiologist's Allowance	44.20 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	101.80 p/wk 136.60 p/wk 165.60 p/wk 195.30 p/wk
4	3.7 (c)	Senior Assistant's Allowance	20.20 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	40.70 p/wk 60.00 p/wk 74.80 p/wk
6	3.7 (c)	Sole Therapist's Allowance	29.70 p/wk
7	7.2	Scientific Officers - On-Call Allowance	10.80 p/on-call
8	7.3	Therapists - On-Call Allowance	7.10 p/on-call 35.40 p/wk
9	7.4	Medical Records Administrators-On-Call Allowance	7.10 p/on-call 35.40 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 1 October 2006.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

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 2889 of 2006)

Before Commissioner Bishop

16 August 2006

VARIATION

1. Rename the title of the award "Aged Care General Services (State) Award" published 10 November 2000 (320 I.G. 1), to read as:

AGED CARE GENERAL SERVICES (STATE) AWARD 2006

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

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

	Current Rate \$/week	SWC 2006 Adjustment \$/week	Wage Rate as from 1.10.2006 \$/week
Administrative Services Clerk (under 18 years of age)	328.50	4.0%	341.60
Clerk - Grade 1 (18 years of age and over)			
1st year of service	528.30	20.00	548.30
2nd year of service	541.60	20.00	561.60
3rd year of service	553.70	20.00	573.70
4th year of service	563.70	20.00	583.70
5th year of service and thereafter	573.70	20.00	593.70
Clerk - Grade 2			
1st year of service	590.30	20.00	610.30
2nd year of service and thereafter	605.30	20.00	625.30
Clerk - Grade 3			
1st year of service	620.60	20.00	640.60
2nd year of service and thereafter	633.90	20.00	653.90
Clerk - Grade 4			
1st year of service	646.70	20.00	666.70
2nd year of service and thereafter	658.50	20.00	678.50

Clerk - Grade 5			
1st year of service	674.10	20.00	694.10
2nd year of service and thereafter	686.60	20.00	706.60

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	534.00	20.00	554.00
Grade 2	545.10	20.00	565.10
Hostel Supervisor			
Grade 1 - less than 50 beds	590.30	20.00	610.30
Grade 2 - 50 but less than 75 beds	605.40	20.00	625.40
Grade 3 - 75 but less than 100 beds	620.60	20.00	640.60
Grade 4 - 100 beds and over	633.40	20.00	653.40
Wardsperson			
1st year of service	556.60	20.00	576.60
2nd year of service and thereafter	559.70	20.00	579.70
Recreation Activities Officer			
1st year of experience	572.80	20.00	592.80
2nd year of experience	584.30	20.00	604.30
3rd year of experience and thereafter	592.00	20.00	612.00
Diversional Therapist			
1st year of experience	568.00	20.00	588.00
2nd year of experience	594.30	20.00	614.30
3rd year of experience	618.20	20.00	638.20
4th year of experience	640.20	20.00	660.20
5th year of experience and thereafter	663.20	20.00	683.20
General Services			
General Services Officer Grade 1			
Junior	441.50	4%	459.20
Adult	534.00	20.00	554.00
General Services Officer - Grade 2	545.10	20.00	565.10
General Services Officer - Grade 3	553.50	20.00	573.50
General Services Officer - Grade 4			
1st year of service	564.90	20.00	584.90
2nd year of service	572.80	20.00	592.80
3rd year of service and thereafter	584.30	20.00	604.30
Food Services			
Cook - Grade A	578.20	20.00	598.20
Cook - Grade B	566.40	20.00	586.40
Chef			
1st year of service	596.10	20.00	616.10
2nd year of service and thereafter	605.70	20.00	625.70
Catering Officer			
1st year of service	638.10	20.00	658.10
2nd year of service and thereafter	646.30	20.00	666.30
Accommodation Services			
Housekeeper			
1st year of service	564.10	20.00	584.10
2nd year of service	567.10	20.00	587.10
Laundry Foreperson	573.70	20.00	593.70
With Dry Cleaning/laundry certificate	580.60	20.00	600.60
Storekeeper	590.80	20.00	610.80

Support Services			
Gardener (Qualified)	567.60	20.00	587.60
Gardener (Unqualified)	555.90	20.00	575.90
Head Gardener (Qualified)	608.60	20.00	628.60
Head Gardener (Unqualified)	581.70	20.00	601.70
Motor Vehicle Driver	564.20	20.00	584.20
Motor Vehicle Driver-Trucks and ambulances	570.50	20.00	590.50
Maintenance Supervisor (Tradesman)			
In charge of staff	717.00	20.00	737.00
Otherwise	675.00	20.00	695.00
Maintenance Supervisor (Non-tradesman)			
In charge of staff	640.50	20.00	660.50
Otherwise	628.60	20.00	648.60
Apprentices			
Apprentice Cook			
1st year	339.80	60% of Cook B	351.80
2nd year	467.30	82½% of Cook B	483.80
3rd year	523.90	92½% of Cook B	542.40
Apprentice Gardener			
1st year	283.30	50% of Gardener (qualified)	293.80
2nd year	340.60	60% of Gardener (qualified)	352.60
3rd year	454.10	80% of Gardener (qualified)	470.10
4th year	510.80	90% of Gardener (qualified)	528.80

Table 2 - Other Rates And Allowances

Item No.	Clause No.	Brief Description	Amount from 1.10.2006
1	4 (xi)I	Broken Shifts	\$ 7.30 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	\$1.70 per week \$1.70 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	\$4.30 per week \$4.30 \$4.30 per shift
6	12(ii)(a)	Work of a dirty or offensive nature	\$0.40 per hour
7	12(ii)(b)	Cleaning of boiler, flue or economiser	\$0.64 per hour
8	12(iv)	Nauseous linen	\$0.21 per hour
9	22(i) 22(ii)	Climatic and Isolation Allowance Climatic and Isolation Allowance	\$4.30 per week \$8.10 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	\$18.60 per week \$26.10 per week \$33.10 per week \$40.50 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	\$5.10 per week

4. This variation shall take effect from the first pay period to commence on or after 1 October 2006.

E. A. R. BISHOP, Commissioner.

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 2888 of 2006)

Before Commissioner Bishop

16 August 2006

VARIATION

1. Rename the title of the award published 26 November 1999 (312 I.G. 341) and insert in lieu thereof the following:

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

2. Delete subclause 3.2 of clause 3, Salaries, 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 2006. 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.

3. 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 2006 Adjustment per week \$	Wage Rate as from 1/10/06 per week \$
1st year of scale	635.00	20.00	655.00
2nd year of scale	657.80	20.00	677.80
3rd year of scale	689.10	20.00	709.10
4th year of scale	717.30	20.00	737.30
5th year of scale	750.50	20.00	770.50
6th year of scale	777.10	20.00	797.10
7th year of scale	800.40	20.00	820.40
8th year of scale	822.90	20.00	842.90
9th year of scale & thereafter	853.20	20.00	873.20
Grade 1	893.30	20.00	913.30
Senior	947.50	20.00	967.50

4. This variation shall take effect from the first pay period to commence on or after 1 October 2006.

E. A. R. BISHOP, Commissioner.

Printed by the authority of the Industrial Registrar.

(080)

SERIAL C5030**CANTEEN, &c., WORKERS (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 2873 of 2006)

Before Commissioner Bishop

16 August 2006

VARIATION

1. Delete paragraph 7.1.3 of subclause 7.1 of clause 7, Wages, of the award published 17 March 2000 (314 I.G. 155), and insert in lieu thereof the following:

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

- (i) any equivalent overaward payments; and/or
- (ii) award wage increases since 29 May 1991, other than safety net, State Wage Case and minimum rates adjustments.

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

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

GRADE	Weekly rates of pay \$
1	511.30
2	528.30
3	553.90
4	572.60
5	607.00
6	649.60

Table 2 - Other Rates and Allowances

Item. No	Clause No.	Brief Description	Amount as from 7 September 2006 \$	Amount as from 7 March 2007 \$
1	9	Tool Allowance	0.68 per week	0.68 per week
2	11	Meal Allowance	9.14 per week	10.78 per week
3	13	First Aid Allowance	10.60 per week	11.60 per week
4	19	Laundry Allowance: -special clothing requiring ironing	2.76 per day to a maximum of 8.27 per week	3.21 per day to a maximum of 9.63 per week

		- special clothing not requiring ironing	1.56 per day to a maximum of 4.67 per week	1.81 per day to a maximum of 5.44 per week
--	--	--	--	--

3. This variation shall commence from the first full pay period on or after 7 September 2006.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

(374)

SERIAL C5045

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 2891 of 2006)

Before Commissioner McLeay

15 August 2006

VARIATION

1. Rename the title of the award "Nursing Homes Professional Employees (State) Award" of the award published 19 January 2001 (321 I.G. 692) to read as:

NURSING HOMES PROFESSIONAL EMPLOYEES (STATE) AWARD 2006

2. Delete subclause 30.1 of clause 30, State Wage Case Adjustments, 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 2006. 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. Number the existing subclauses in clause 33, Area Incidence and Duration to read as "33.3 and 33.4".
4. 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 2006 Adjustment per week \$	Wage Rate as from 1.11.06 per week \$
Nurse Counsellor			
1st year of scale	634.50	20.00	654.50
2nd year of scale	657.40	20.00	677.40
3rd year of scale	688.70	20.00	708.70
4th year of scale	716.90	20.00	736.90
5th year of scale	750.00	20.00	770.00
6th year of scale	776.00	20.00	796.00
7th year of scale	800.00	20.00	820.00
8th year of scale	822.40	20.00	842.40
9th year of scale & thereafter	852.70	20.00	872.70

Dietitian			
1st year of scale	662.00	20.00	682.00
2nd year of scale	692.80	20.00	712.80
3rd year of scale	729.60	20.00	749.60
4th year of scale	769.10	20.00	789.10
5th year of scale	805.90	20.00	825.90
6th year of scale	835.30	20.00	855.30
7th year of scale	857.30	20.00	877.30
Grade 1			
1st year of scale	910.40	20.00	930.40
2nd year of scale	935.70	20.00	955.70
Physiotherapist, Occupational Therapist, Music Therapist, Speech Pathologist			
1st year of scale	643.80	20.00	663.80
2nd year of scale	662.00	20.00	682.00
3rd year of scale	692.80	20.00	712.80
4th year of scale	729.60	20.00	749.60
5th year of scale	769.10	20.00	789.10
6th year of scale	805.90	20.00	825.90
7th year of scale	835.30	20.00	855.30
8th year of scale & thereafter	857.30	20.00	877.30
Welfare Officers (State)			
1st year of scale	567.70	20.00	587.70
2nd year of scale	594.10	20.00	614.10
3rd year of scale	617.80	20.00	637.80
4th year of scale	639.90	20.00	659.90
5th year of scale	689.80	20.00	709.80
Adults - Grade 2			
1st year of scale	686.90	20.00	706.90
2nd year of scale	710.30	20.00	730.30
Social Workers			
1st year of scale	634.50	20.00	654.50
2nd year of scale	657.40	20.00	677.40
3rd year of scale	688.70	20.00	708.70
4th year of scale	716.90	20.00	736.90
5th year of scale	750.00	20.00	770.00
6th year of scale	776.60	20.00	796.60
7th year of scale	800.00	20.00	820.00
8th year of scale	822.40	20.00	842.40
9th year of scale & thereafter	852.70	20.00	872.70

Table 2 - Allowances

Item No.	Clause No.	Allowance	Amount as from 1.11.06 \$
1	3.3	Therapist in Charge	109.50 p/wk
2	6.2	Meal Allowance: - for breakfast when commencing overtime work at or before 6.00 am - 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 - for luncheon when overtime extends beyond 2.00 pm on Saturdays, Sundays or holidays.	8.60 16.40 11.10
3	20 20.3 20.4	Uniform Allowance: - in lieu of supplying uniforms - in lieu of laundering	1.70 p/wk 0.95 p/wk

4	21	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
---	----	---	--

6. This variation shall take effect from the first pay period to commence on or after 1 November 2006.

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

MALTHOUSES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Liquor, Hospitality and Miscellaneous Union, New South Wales Branch, Industrial Organisation of Employees.

(No. IRC 2872 of 2006)

Before Commissioner Cambridge

11 August 2006

VARIATION

1. Delete Part B, Monetary Rates, of the award published 7 December 2001 (330 I.G. 25), and insert in lieu thereof the following:

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

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

- (a) any equivalent over award payments, and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.

Classification	Wage Total \$
Malthouse Employee	534.40

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Description	Amount \$
1	2	Flat Rate Allowance	9.30 per week
2	2	Shift Worker	46.50 per week
3	2	Leading Hand	30.20 per week
4	2	Laundry Allowance	6.90 per week

2. This variation shall take effect from the first full pay period to commence on or after 11 August 2006.

I. W. CAMBRIDGE, Commissioner

Printed by the authority of the Industrial Registrar.

(050)

SERIAL C5071

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 3024 of 2006)

Before The Honourable Justice Schmidt

8 September 2006

VARIATION

1. Delete subclause (i) of clause 3, Rates of Pay - Adults and Juniors, of the award published 20 July 2001 (326 I.G. 371) and insert in lieu thereof the following:
 - (i) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
 - (a) any equivalent 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.

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

PART B

MONETARY RATES

Table 1 - Rates of Pay

Classification	SWC 2005 Amount \$	SWC 2006 Adjustment \$	SWC 2006 Amount \$
Piggery Attendant Level 1	484.40	20.00	504.40
Piggery Attendant Level 2	501.10	20.00	521.10
Piggery Attendant Level 3	523.60	20.00	543.60
Piggery Attendant Level 4	544.55	20.00	564.55
Piggery Attendant Level 5	560.60	20.00	580.60
Senior Piggery Attendant Level 1	578.20	20.00	598.20
Senior Piggery Attendant Level 2	599.20	20.00	619.20

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	SWC 2005 Amount \$	SWC 2006 Amount \$
1	3(ii)	Leading Hand Allowance	19.90 per week	20.70 per week
2	18(i)	Meal Allowance	9.55 per meal	9.85 per meal
3	19	First-Aid Allowance	1.80 per day	1.85 per day

"Note": These allowances are contemporary for expense related allowances as at 30 March 2006 and for work related allowances are inclusive of adjustment in accordance with the 2006 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 1 October 2006.

M. SCHMIDT *J*

Printed by the authority of the Industrial Registrar.

COTTON GINNING, &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 3024 of 2006)

Before The Honourable Justice Schmidt

8 September 2006

VARIATION

1. Delete subclause (3) of clause 2, Wages, of the award published 27 August 2004 (346 I.G. 138) and insert in lieu thereof the following:
- (3) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
 - (i) any equivalent 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 - Rates of Pay**

Classification	SWC 2005 Amount \$	SWC 2006 Adjustment \$	SWC 2006 Amount \$
Ginner	578.20	20.00	598.20
Gin Machinery Operator Category 1 - who shall include Trainee Ginner, Storeperson 1, Grader Operator, Hyster Operator, Maintenance Person	551.20	20.00	571.20
Gin Machinery Operator Category 2 - who shall include, but not be limited to, Gin Assistant, Head Press, Pressperson, Bale Loader Operator, Storeperson 2, Moon Buggy Operator, Trash Person, Roller Operator, Forklift Operator, Container Loader Operator, Mote Press Operator	529.10	20.00	549.10
General Hand, who shall include but not be limited to, Bag Person, Press Hand, Cleaners/Sweepers, Suction Operation, Yard Cleaners, Yard Crew, General Labourer, Feeder Operator, Book Person	501.10	20.00	521.10

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2005 Amount \$	SWC 2006 Amount \$
1	19(3)	Meal Allowance	6.30	6.50
2	20(2)	First-aid	1.95 per day/or shift	2.05 per day/or shift

"Note": These allowances are contemporary for expense related allowances as at 30 March 2006 and for work related allowances are inclusive of adjustment in accordance with the June 2006 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 8 September 2006.

M. SCHMIDT *J*

Printed by the authority of the Industrial Registrar.

COTTON GROWING 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 3024 of 2006)

Before The Honourable Justice Schmidt

8 September 2006

VARIATION

1. Delete subclause (3) of clause 2, Rates of Pay, of the award published 30 March 2001 (323 I.G. 565) and insert in lieu thereof the following:
 - (3) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
 - (a) any equivalent 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 - Rates of Pay**

Classification	SWC 2005 Amount \$	SWC 2006 Adjustment \$	SWC 2006 Amount \$
Rural Tradesperson	578.20	20.00	598.20
Mechanical Equip. Operator - Lister Operator, Service Truck Operator, Laser Operator, Scraper Operator, Excavator Operator, Blade Operator, Backhoe Operator, Mobile Crane Operator, Crane Driver, Storeperson Grade 1, Picker Mechanic, Grader Operator.	551.20	20.00	571.20
Field Equipment Operator - who shall include but not be limited to - Module Builder Tractor Operator, Truck Driver, Syphon Forklift Operator, Picker Operator, Storeperson Grade 2, Front-end Loader Operator, Rotobuck Operator, Spray Operator, Gas-rig Sled Operator, Farm Welder, Bug Checker, Neutron Probe Operator, Irrigation Machinery Operator, Roller Operator	529.10	20.00	549.10
Stick Pickers and Chippers *Not engaged on a weekly basis refer Item 1 of Table 2 of Part B.	484.40	20.00	504.40
General Farm Hand - includes but not limited to Irrigation Harvest Ground Crew.	501.10	20.00	521.10

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2005 Amount \$	SWC 2006 Amount \$
1	2(1)(c)	Stick Pickers and Chippers (including 15% Casual Loading at Clause 5(2))	14.65	15.25
		Stick Pickers and Chippers engaged by the hour (including 15% Casual Loading at Clause 5 (2) and 1/12 holiday leave loading)	15.88	16.52
2	2(1)(d)	Cooks - minimum rate per week	601.55	621.55
3	2(1)(e)	Leading Hands per week	22.25	23.45
4	17(3)	Meal Allowance	9.75	10.10
5	21	First-aid Allowance p/day or shift	1.95	2.05

"Note": These allowances are contemporary for expense related allowances as at 30 March 2006 and for work related allowances are inclusive of adjustment in accordance with the June 2006 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 8 September 2006.

M. SCHMIDT J

Printed by the authority of the Industrial Registrar.

DAIRYING INDUSTRY 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 3024 of 2006)

Before The Honourable Justice Schmidt

8 September 2006

VARIATION

1. Delete subclause (f) of clause 3, Wages, of the award published 4 May 2001 (324 I.G. 474) and insert in lieu thereof the following:
 - (f) The rates of pay in this award include the adjustments payable under the State Case 2006. These adjustments may be offset against:
 - (i) any equivalent over-award payments; and/or
 - (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.
2. Delete Table 1 - Rates of Pay, Table 2 - Rates of Pay - Apprentices, and Table 5 - Other Rates and Allowances, of Part B, Monetary Rates and insert in lieu thereof the following:

Table 1 - Rates of Pay

Classification	SWC 2005 Amount \$	SWC 2006 Adjustment \$	SWC 2006 Amount \$
Support Operator - Grade 1	501.20	20.00	521.20
General Operations - Grade 2	509.90	20.00	529.90
Specialist Operator - Grade 3	578.20	20.00	598.20
Senior Operator - Grade 4	624.70	20.00	644.70

Table 2 - Rates of Pay - Apprentices

Apprentice - Rates of Pay Percentage of Specialist Operator Grade 3 - \$598.20		
1st Year	60%	\$358.90
2nd Year	65%	\$388.80
3rd Year	75%	\$448.65
4th Year	85%	\$508.45

Table 5 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2005 Amount \$	SWC 2006 Amount \$
1	18 (b)	Meal Allowance	7.50 p/meal	7.75 p/meal
2	18 (d)	Spending the night away from their homes/property on which they are employed	42.35 p/night	43.25 p/night
3	18 (d)	Spending the night away from home/property were employed - apprentices	36.30 p/night	37.05 p/night
4	3 (b) (iv)	Apprentices completing 3 years trade course	0.62 p/wk	0.64 p/wk

5	18 (c)	Motor Vehicle Allowance	0.44 per km	0.47 per km
6	19 (c)	First-aid allowance	1.85 p/day	1.90 p/day

"Note": These allowances are contemporary for expense related allowances as at 30 March 2006 and for work related allowances are inclusive of adjustment in accordance with the June 2006 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 1 November 2006.

M. SCHMIDT *J*

Printed by the authority of the Industrial Registrar.

FISH AND FISH MARKETING (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 3024 of 2006)

Before The Honourable Justice Schmidt

8 September 2006

VARIATION

1. Delete subclause (vi) of clause 3, Rates of Pay, of the award published 8 December 2000 (320 I.G. 1139) and insert in lieu thereof the following:
 - (vi) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
 - (a) any equivalent 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 - Rates Of Pay**

Classification	SWC 2005 Amount \$	SWC 2006 Adjustment \$	SWC 2006 Amount \$
Working Depot Foreperson 10+	585.90	20.00	605.90
Working Depot Foreperson - other	569.90	20.00	589.90
Hands Unloading from boats	550.00	20.00	570.00
Fork Lift Operator	541.20	20.00	561.20
Recorder	530.50	20.00	550.50
General Hand	520.10	20.00	540.10
Process Worker	507.40	20.00	527.40

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	SWC 2005 Amount \$	SWC 2006 Amount \$
1	2(vii)	Hours(Change Of)	9.30 per day	9.65 per day
2	3(iii)	Pulling Ice	1.95 per day	2.05 per day
3	3(iv)	Selling Fish	13.40 per week	13.90 per week
4	3(v)	Ice-making operator	13.40 per week	13.90 per week
5	13	Meal Allowance - more than one hour's Overtime	9.20 per meal	9.50 per meal
6	13	Meal Allowance - more than four hour's Overtime	9.20 per meal	9.50 per meal
7	25	First-Aid Allowance	2.20 per day or shift	2.30 per day or shift

"Note": These allowances are contemporary for expense related allowances as at 30 March 2006 and for work related allowances are inclusive of adjustment in accordance with the June 2006 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 8 September 2006.

M. SCHMIDT *J*

Printed by the authority of the Industrial Registrar.

(340)

SERIAL C5080

FRUIT PACKING HOUSES EMPLOYEES (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 3024 of 2006)

Before The Honourable Justice Schmidt

8 September 2006

VARIATION

1. Delete subclause (B) of clause 2, Rates of Pay, of the award published 10 November 2000 (320 I.G. 31) and insert in lieu thereof the following:
 - (B) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
 - (i) any equivalent 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 Section 1 - Adult Employees, of Table 1 - Wages, and Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and insert in lieu thereof the following:

Section 1 - Adult Employees

Classification	SWC 2005 Amount \$	SWC 2006 Adjustment \$	SWC 2006 Amount \$
Senior Classer (dried fruits) (95%)	555.40	20.00	575.40
General Hand - Class (II) An employee whose duties include: classer (dried fruits), blender and/or Typer (dried fruits), weigher-in, sweat lumpner (93%)	547.00	20.00	567.00
General Hand Class (I) i.e. Packer (experienced), Packer, tray pack and cell pack, Grader or sorter, Pulling away from front door to stacks and/or from stacks to feeding hoppers, Dipper (hot), Cool Store Hand (i.e. a person who is engaged for at least 50 per cent of his/her time in any one day in cool store chamber), Employee bringing fruit from and putting fruit into cool store chambers, Handling and/or stacking 25 kg to 27 kg boxes, Repairing boxes, crates, sweats, cases or trays, Nailer down, Wirer, Operator - crimper machine, Operator of press (both ends), Operator of circular saw, Steaming and/or cleaning down machinery, Washing stacking loading and/or dipping sweat bowes, General Labourer not elsewhere classified (83%)	505.30	20.00	525.30
Boxmaker, Maintenance Worker in charge of machinery, Fork Lift Driver or driver of power trolley tow motor or other power-propelled vehicle, Boiler Attendant, Furnace Attendant (90.5%)	536.60	20.00	556.60

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2005 Amount \$	SWC 2006 Amount \$
1	2(A)(ii)	Leading Hand- 3 to 8 employees	16.70 p/wk	17.35 p/wk
2	2(A)(ii)	Leading Hand- 9 or more employees	23.30 p/wk	24.25 p/wk
3	15	Meal Allowance - 1 ½ hours overtime	7.60	7.85
4	15	Meal Allowance - Overtime notified but not required	7.60	7.85
5	16(ii)	Travel Allowance- Overtime Stay	66.95	68.35
6	16(ii)	Meal Allowance - Overnight Stay	7.60	7.85
7	17	Wet Work	2.75	2.85
8	24(ii)	First -Aid	1.75	1.80

"Note": These allowances are contemporary for expense related allowances as at 30 March 2006 and for work related allowances are inclusive of adjustment in accordance with the June 2006 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after the 8 September 2006.

M. SCHMIDT J

Printed by the authority of the Industrial Registrar.

HORTICULTURAL 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 3024 of 2006)

Before The Honourable Justice Schmidt

8 September 2006

VARIATION

1. Delete clause 6, Safety Net Commitments, of the award published 14 May 2004 (344 I.G. 412) and insert in lieu thereof the following:

6. Safety Net Commitments

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

- (a) any equivalent 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.
2. Delete Table 1 Section 1, and Section 2 of Table 2 of Part B, Monetary Rates, insert in lieu thereof and the following:

PART B**MONETARY RATES****Table 1 - Wage Rates****Section 1 - Adult Employees**

Farm Employee	Wage Rate per week	Ord. Time Base Hourly Rate	Casual Ord. Time Incl. 1/12 loading	Casual Ordinary Time Saturday	Casual Ordinary Time Sunday
Level 6	604.40	15.91	19.82	24.78	29.73
Level 5	598.20	15.74	19.61	24.51	29.42
Level 4	575.00	15.13	18.85	23.56	28.28
Level 3	567.00	14.92	18.59	23.24	27.89
Level 2	546.20	14.37	17.90	22.38	26.85
Level 1	525.30	13.82	17.22	21.53	25.83

Section 2 - Leading Hands

	SWC 2005 Amount \$	SWC 2006 Amount \$
More than 2 and not more than 10 employees	25.15 per week	26.15 per week
10 or more employees	37.70 per week	39.20 per week

Table 2 - Allowances

Item No	Clause No	Brief Description	SWC 2005 Amount \$	SWC 2006 Amount \$
1	2(3)(b)	Meal Allowance (per meal)	10.05	10.40
2	22(b)	Sleeping away from home (per night)	48.85	49.90
3	23(b)	Wet Money (per day)	3.70	3.85
4	25	First-Aid Allowance (per day)	2.25	2.35

Note: These allowances are contemporary for expense related allowances as at 30 March 2006 and for work related allowances are inclusive of adjustment in accordance with the June 2006 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 1 November 2006.

M. SCHMIDT *J*

Printed by the authority of the Industrial Registrar.

MUSHROOM INDUSTRY 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 3024 of 2006)

Before The Honourable Justice Schmidt

8 September 2006

VARIATION

1. Delete subclause (5) of clause 4, Wage Rates, of the award published 28 November 2003 (342 I.G. 153) and insert in lieu thereof the following:
 - (5) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
 - (a) any equivalent 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 Section 1 - 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**

Section 1 - Adult Employees

	Base Rate Per Week	Casual Hourly Base Rate	15% Casual Leave Loading	One-Twelfth Annual Leave Loading	Total Casual Hourly Rate
	\$	\$	\$	\$	\$
Farm Employee Level 1	525.30	13.82	2.07	1.32	17.21
Farm Employee Level 2	554.10	14.58	2.19	1.40	18.17
Farm Employee Level 3	569.00	14.97	2.25	1.43	18.65
Farm Employee Level 4	577.30	15.19	2.28	1.45	18.92

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	3(4)	Meal Allowance Working more than 1.5 hours overtime each additional 4 hours	7.85 7.85
2	19(2)	First-Aid	1.90 per day or shift

"Note": These allowances are contemporary for expense related allowances as at 30 March 2006 and for work related allowances are inclusive of adjustment in accordance with the June 2006 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 1 November 2006.

M. SCHMIDT *J*

Printed by the authority of the Industrial Registrar.

OYSTER FARMS, &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 3024 of 2006)

Before The Honourable Justice Schmidt

8 September 2006

VARIATION

1. Delete subclause (vi) of clause 2, Wages, of the award published 11 May 2001 (324 I.G. 757) and insert in lieu thereof the following:
 - (vi) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
 - (a) any equivalent 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 2005 Amount \$	SWC 2006 Adjustment \$	SWC 2006 Amount \$
General Hand	534.10	20.00	554.10

Leading Hands - In Charge of 3 or more employees - \$20.20

Table 2 - Other Rates and Allowances

Item No	Clause No	Description	SWC 2005 Amount \$	SWC 2006 Amount \$
1	14	First-Aid per day	1.90	2.00
2	17(ii)	Travelling - meal each occasion	7.50	7.75
3	17(ii)	Travelling - Accommodation per night	32.80	33.50

"Note": These allowances are contemporary for expense related allowances as at 30 March 2006 and for work related allowances are inclusive of adjustment in accordance with the June 2006 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 8 September 2006.

M. SCHMIDT *J*

Printed by the authority of the Industrial Registrar.

POULTRY FARM 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 3024 of 2006)

Before The Honourable Justice Schmidt

8 September 2006

VARIATION

1. Delete clause 6, Safety Net Commitments, of the award published 12 April 2001 (323 I.G. 1069) and insert in lieu thereof the following:

6. Safety Net Commitments

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

- (a) any equivalent 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
2. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

Classification	SWC 2005 Amount \$	SWC 2006 Adjustment \$	SWC 2006 Amount \$
General Hand	484.40	20.00	504.40
Stock Hand	515.70	20.00	535.70
Authorised Tester	578.20	20.00	598.20
Rural Tradesperson	578.20	20.00	598.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Classification	SWC 2005 Amount \$	SWC 2006 Amount \$
1	4 (vii) (a)	Leading Hands	16.90	17.60
2	4(vii) (b)	Leading Hands	22.95	23.85
3	4 (ix)	Cleaning	1.60	1.65
4	8 (ii)	Overtime Meal Allowance	9.00	9.30
5	19 (ii)	First-aid	2.20	2.30

"Note": These allowances are contemporary for expense related allowances as at 30 March 2006 and for work related allowances are inclusive of adjustment in accordance with the June 2006 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 8 September 2006.

M. SCHMIDT *J*

Printed by the authority of the Industrial Registrar.

POULTRY INDUSTRY LIVESTOCK (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3024 of 2006)

Before The Honourable Justice Schmidt

8 September 2006

VARIATION

1. Delete paragraph (a) of subclause (i) of clause 4, Integrated Wage Structure, of the award published 8 February 2002 (331 I.G. 93), and insert in lieu thereof the following:
 - (a) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
 - (i) any equivalent 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 Table 1 - Wages 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 - Wages**

Classification	SWC 2005 Amount \$	SWC 2006 Adjustment \$	SWC 2006 Amount \$
Farm Transporter - Two Axle	598.30	20.00	618.30
Farm Transporter	564.20	20.00	584.20
Certified Rural Tradesperson	578.20	20.00	598.20
Farm Maintenance Worker	542.80	20.00	562.80
Stock Hand	515.80	20.00	535.80
Hatchery Assistant	505.30	20.00	525.30
Farm Hand	501.10	20.00	521.10
General Hand	484.40	20.00	504.40

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2005 Amount \$	SWC2006 Amount \$
1	4(i)	First-aid allowance p/day	1.95	2.05
2	4(i)	Meal allowance p/day	9.95	10.30
3	4(i)	Leading Hand - Large Group per week	22.65	23.55
4	4(i)	Leading Hand - Small Group per week	16.50	17.10
5	4(ii)(g)	Motor allowance for vehicle up to 2,000 cc per km	0.48	0.51
6	4(ii)(g)	Motor allowance for vehicle over 2,000 cc p/ km	0.57	0.61
7	4(ii)(h)	Required to provide a car (full-time employee) per week	101.65	108.25
8	4(ii)(h)	Required to provide a car (part-time employee) p/day	20.40	21.75

9	4(ii)(h)	For each km travelled per km	0.31	0.33
10	5	Laundry allowance p/day	1.90	2.00
11	8(iii)	Unplanned overtime meal allowance	9.95	10.30

"Note": These allowances are contemporary for expense related allowances as at 30 March 2006 and for work related allowances are inclusive of adjustment in accordance with the June 2006 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 8 September 2006.

M. SCHMIDT *J*

Printed by the authority of the Industrial Registrar

SUGAR FIELD WORKERS (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 3024 of 2006)

Before The Honourable Justice Schmidt

8 September 2006

VARIATION

1. Delete subclause (i) of clause 4, Safety Net Commitments, of the award published 16 March 2001 (323 I.G. 64), and insert in lieu thereof the following:
 - (i) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
 - (a) any equivalent over-award payments; and/or
 - (b) award wage increase 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**

Classifications	SWC 2005 Amount \$	SWC 2006 Adjustment \$	SWC 2006 Amount \$
Field Workers			
From 14 to 16 years of age (50%)	251.35	10.00	261.35
From 16 to 18 years of age (60%)	301.60	12.00	313.60
Over 18 to 19 years of age (70%)	351.90	14.00	365.90
Over 19 years of age with			
Less than 12 months experience	486.50	20.00	506.50
More than 12 months experience	502.70	20.00	522.70
Mechanical Harvesting:			
Field Assistant/Mechanical Harvesting	506.80	20.00	526.80
Infield Buggy Driver	530.00	20.00	550.00
MHO Grade 3 (less than 12 months experience)	539.40	20.00	559.40
MHO Grade 2 (more than 12 months experience)	551.60	20.00	571.60
Rural Tradesperson/MHO Grade 1	578.20	20.00	598.20

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	SWC 2005 Amount \$	SWC 2006 Amount \$
1	3(ii)(a)	Oil tractors	0.30 per hour	0.31 per hour
2	3(ii)(b)	Cleaning drains	0.47 per hour	0.49 per hour
3	3(ii)(c)	Wet places	2.65 per day	2.75 per day
4	3(ii)(d)	Working in water 45 cm-90 cm Over 90 cm	3.25 per day 3.51 per day	3.38 per day 3.65 per day
5	3(ii)(e)	Working in slurry	2.36 per day	2.45 per day
6	3(ii)(g)	Repairing mechanical equipment	0.43 per hour	0.45 per hour
7	3(ii)(h)	Field conditions allowance	0.67 per hour	0.70 per hour
8	21(i)	Fare and travelling	0.52 per km	0.54 per km

"Note": These allowances are contemporary for expense related allowances as at 30 March 2006 and for work related allowances are inclusive of adjustment in accordance with the June 2006 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 8 September 2006.

M. SCHMIDT *J*

Printed by the authority of the Industrial Registrar.

WINE INDUSTRY 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 3024 of 2006)

Before The Honourable Justice Schmidt

8 September 2006

VARIATION

1. Delete paragraph (c) of subclause (i) of clause 2, Wages, of the award published 3 November 2000 (319 I.G. 1065), and insert in lieu thereof the following:
 - (c) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
 - (i) any equivalent 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, Wage Rates and Allowances, and insert in lieu thereof the following:

PART B**WAGE RATES AND ALLOWANCES****Table 1 - Wage Rates**

Classification	SWC 2005 Amount \$	SWC 2006 Adjustment \$	SWC 2006 Amount \$
Level One	517.80	20.00	537.80
Level Two	534.10	20.00	554.10
Level Three	544.50	20.00	564.50
Level Four	558.30	20.00	578.30
Level Five	578.20	20.00	598.20

Table 2 - Allowances

Leading Hand Allowance	SWC 2005 Amount \$	SWC 2006 Amount \$
Up to and including 4 employees	13.85	14.40
More than 4 employees but not more than 10 employees	25.00	26.00
More than 10 employees	37.75	39.25
In addition to the above rates, employees operating a mechanical harvester shall be paid an allowance of \$0.50 per hour for each hour or part thereof whilst operating such a harvester:		
Service Allowance		
After the first year of service	5.35	5.55
After the second year of service	9.15	9.50
After the third year of service	13.00	13.50

Table 3 - Allowances

Item No.	Clause No.	Brief Description	SWC 2005 Amount \$	SWC 2006 Amount \$
1	2(i)(e)	Burning and/or waxing closed wine vats	0.70 p/hr	0.73 p/hr
2	2(i)(f)	Kerosene blow lamp used	2.70 p/hr	2.80 p/hr
3	15	Meal Allowance	10.15 p/meal	10.50 p/meal
4	27(i)	Wet Work Allowance	3.70 daily	3.85 daily
5	28(ii) (b)	Laundry Allowance	3.30 p/day	3.45 p/day
6	34	First-aid Allowance	2.30 p/day	2.40 p/day

"Note": These allowances are contemporary for expense related allowances as at 30 March 2006 and for work related allowances are inclusive of adjustment in accordance with the June 2006 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after 8 September 2006.

M. SCHMIDT *J*

Printed by the authority of the Industrial Registrar.

STRAPPERS AND STABLE HANDS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 3024 of 2006)

Before The Honourable Justice Schmidt

8 September 2006

VARIATION

1. Delete subclause (b) of clause 4, Rates of Pay of the award published 9 November 2001 (329 I.G. 366) and insert in lieu thereof the following:
 - (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
 - (i) any equivalent overaward payments, and/or
 - (ii) award wage increase since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
2. Delete Table 1 - Rates of Pay and Table 2 - Other Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

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

Level	SWC 2005 Amount \$	SWC 2006 Adjustment \$	SWC 2006 Amount \$
(1) Stablehand			
(a) with less than one year's previous experience	484.40	20.00	504.40
(b) with one year's previous experience	484.40	20.00	504.40
(c) with two year's previous experience	484.40	20.00	504.40
(d) with five year's previous experience	490.85	20.00	510.85
(2) Stablehand Rider	570.95	20.00	590.95

Table 2 - Other Rates and Allowances

Item No	Clause No	Brief Description	SWC 2005 Amount \$	SWC 2006 Amount \$
1	7(i)	Racecourse within 75 kilometres	25.25	26.25
2	7(ii)	For each 50 Kilometres beyond 75 kilometres or part thereof	5.90 extra	6.15 extra
3	10(iii)	Overtime (meal allowance) per meal	8.65	8.95
4	14	Full Board and Lodging with cook supplied	51.10	53.15
5	14	Full Board and Lodging without cook supplied	18.00	18.70
6	22(i)(b)	Meal allowance whilst at racecourse per meal	8.65	8.95
7	24(iv)	Riding boots and skullcaps per week	1.75	1.80

"Note": These allowances are contemporary for expense related allowances as at 30 March 2006 and for work related allowances are inclusive of adjustment in accordance with the June 2006 State Wage Case Decision of the Industrial Relations Commission of New South Wales.

3. This variation shall take effect from the first full pay period to commence on or after the 14 March 2007.

M. SCHMIDT *J*

Printed by the authority of the Industrial Registrar.

COOMA CHALLENGE LIMITED BUSINESS SERVICES (STATE) AWARD, THE

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 2676 of 2006)

Before Commissioner Bishop

29 August 2006

VARIATION

1. Delete paragraph 8.5.3, of clause 8, Employees with a Disability - Rates of Pay, Assessment and Classification, of the award published 20 May 2005 (351 I.G. 229), and insert in lieu thereof the following:

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

- (i) Any equivalent over-award payments; and/or
 - (ii) award wage increase since 29 May 1991 other than safety net adjustments, and minimum wage adjustments."
2. Delete Part B - Monetary Rates, and insert in lieu thereof the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay - Employees with a Disability

The rates of pay in Table 1 shall apply from the beginning of the first pay period to commence on or after 7 October 2006.

Classification	Percentage of Year 1 of Grade 1 for Employees without a Disability %	Hourly Rate of Pay \$	Weekly Rate of Pay \$
Level 1	19.5	3.49	132.75
Level 2	22.5	3.95	150.10
Level 3	27	4.63	176.10
Level 4	32	5.39	205.00
Level 5	36	6.00	228.15
Level 6	37.5	6.23	236.80

Table 2 - Rates of Pay - Employees without a Disability

The rates of pay in Table 2 shall apply from the beginning of the first pay period to commence on or after 7 October 2006.

Number of Years Employed	Hourly \$	Weekly \$
Grade 1		
Year 1	15.74	598.20
Year 2	16.33	620.65
Year 3	17.07	648.70
Year 4	17.80	676.25
Grade 2		
Year 1	18.40	699.20
Year 2	19.14	727.30
Year 3	19.43	738.50
Year 4	20.62	783.40
Year 5	21.36	811.50

Table 3 - Other Rates and Allowances

The allowances in Table 3 shall apply from the beginning of the first pay period to commence on or after 7 October 2006.

Item No.	Clause No.	Brief Description	Amount \$
1	13.1	Meal Money	8.60
2	33.1	Leading Hand Allowance - In charge of up to 10 employees In charge of 11 to 20 employees In charge of 21 or more employees	21.55 per week 31.40 per week 38.05 per week
3	33.2	Unwashed Rags	2.50
4	33.2	Picking Over Waste or Rags	1.00 per bale
5	33.4	First-aid Allowance	10.20 per week
6	33.5	Motor Vehicle Allowance	0.56 per km
7	40.1	Amenities Allowances - Inadequate dining facilities	3.55 per day
8	40.1	Amenities Allowances - Inadequate rest facilities	3.55 per day

3. This variation shall come into effect from the first full pay period on or after 7 October 2006.

E. A. R. BISHOP, Commissioner

Printed by the authority of the Industrial Registrar.

DENTAL TECHNICIANS (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Health Services Union, Industrial Organisation of Employees.

(No. IRC 2894 of 2006)

Before The Honourable Justice Schmidt

31 August 2006

VARIATION

1. Rename the title of the award "Dental Technicians (State) Award" published 28 May 2004 (344 I.G. 630), to read as:

DENTAL TECHNICIANS (STATE) AWARD 2006

2. Delete subclause (v) of Clause 6, Wages, and insert in lieu thereof the following:
- (v) The rates of pay in this award include the adjustments payable under the State Wage Case 2006. These adjustments may be offset against:
- (a) any equivalent over-award payments, and/or
- (b) award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustment.
3. Delete Part B, Monetary Rates, and insert in lieu thereof the following:

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

	Current Rate week \$	SWC 2006 Adjustment week \$	Wage Rate as from 1.12.2006 \$
Dental Technician			
1st year	611.00	20.00	631.00
2nd year	635.00	20.00	655.00
3rd year	661.00	20.00	681.00

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount from 1.12.2006 \$
1	9 (ii)	Meal Allowance	11.20

4. This variation shall take effect from the first pay period to commence on or after 1 December 2006.

M. SCHMIDT J

CROWN EMPLOYEES (OFFICE OF THE BOARD OF STUDIES - EDUCATION OFFICERS) SALARIES AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Teachers Federation, Industrial Organisation of Employees.

(No. IRC 1328 of 2006)

Before The Honourable Justice Schmidt

10 March 2006

VARIATION

1. Insert in the Arrangement of the award made 14 June 2006, the following new clause number and subject matter and renumber the existing clauses accordingly:

19. Secure Employment Test Case - OHS Obligations
20. No Further Claims
21. Area Incidence and Duration

2. Insert after clause 18, Anti-Discrimination, the following new clause and renumber the existing clause 19, No Further Claims to read as clause 20:

20. Secure Employment Test Cases - OHS Obligations

- i. For the purposes of this clause, 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. If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer 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 clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
 - iv. Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
 - v. This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.
3. Renumber existing clause 20. Area, Incidence and Duration to read as clause 21:
 4. This variation shall take effect from the 1 March 2006.

M. SCHMIDT J

Printed by the authority of the Industrial Registrar.

(1635)

SERIAL C4957

**CROWN EMPLOYEES (DEPARTMENT OF TOURISM, SPORT AND
RECREATION CENTRES AND ACADEMY MANAGERS) AWARD
2005**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of the Arts, Sport and Recreation.

(No. IRC 2632 of 2006)

Before Commissioner Murphy

10 July 2006

VARIATION

1. Delete the title of the award published 9 September 2005 (353 I.G. 663), and insert in lieu thereof the following:

**CROWN EMPLOYEES (DEPARTMENT OF THE ARTS, SPORT AND
RECREATION - CENTRES AND ACADEMY MANAGERS) AWARD
2006**

2. Delete the Arrangement of the award and insert in lieu thereof the following:

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties
4.	Classifications
5.	Appointment and Qualification Requirements
6.	Salaries
7.	General Conditions of Employment
8.	Hours of Duty
9.	Residential Requirements
10.	Compensation for On-Call, Out-of-Hours, Weekend and Public Holiday Duty
11.	Annual Leave Loading
12.	Deduction of Union Membership Fees
13.	Anti-Discrimination
14.	Grievance and Dispute Resolution Procedures
15.	No Extra Claims
16.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Annual Allowance

APPENDIX 1

Centre and Academy Locations

3. Delete clause 1, Title, and insert in lieu thereof the following:

1. Title

- 1.1 This award will be known as the Crown Employees (Department of the Arts, Sport and Recreation - Centres and Academy Managers) Award 2006.

4. Delete clause 2, Definitions, and insert in lieu thereof:

2. Definitions

"Academy" refers specifically to the Sydney Academy of Sport and Recreation at Narrabeen (as listed at Appendix 1) which is responsible for the development of elite and talented athletes as well as operating as a centre. Instruction is also provided in outdoor education, sport and recreation for all members of the community.

"Assistant General Manager Services" refers to an officer occupying a position of Assistant General Manager Services at the Sydney Academy of Sport and Recreation at Narrabeen.

"Centre" refers to a departmental residential or non-residential venue (as listed at Appendix 1). It also includes any place designated as part of, or as annex to, such a venue.

"Client Service Coordinator" refers to an officer occupying a position of Client Service Coordinator in a Centre or the Academy.

"Director-General" refers to the Director-General of the Department of the Arts, Sport and Recreation.

"Director Commercial Services" refers to the Director Commercial Services of the NSW Sport and Recreation Branch of the Department of the Arts, Sport and Recreation.

"Department" refers to the Department of the Arts, Sport and Recreation.

"Events Manager" refers to an officer occupying a position of Events Manager at the Sydney International Equestrian Centre (SIEC).

"General Manager" refers to an officer occupying a position of General Manager in a residential Centre or Academy.

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

"Operations Manager" refers to an officer occupying a position of Operations Manager at the Sydney International Equestrian Centre (SIEC) or the Sydney International Shooting Centre (SISC).

"Service" refers to continuous service with the Department in a position covered by the award.

"Service Co-ordinator" refers to an officer occupying a position of Service Co-ordinator in a Centre or Academy.

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

"Venue Manager" refers to an officer occupying a position of Venue Manager at the Sydney International Equestrian Centre (SIEC) or the Sydney International Shooting Centre (SISC).

5. Delete clause 3, Parties, and insert in lieu thereof the following:

3. Parties

- 3.1 This award has been made between the following parties:

Director of Public Employment

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

Department of the Arts, Sport and Recreation

6. Delete the words "Assistant General Manager (Centres), Clerk Grade 7/8" appearing in clause 4, Classifications, and insert in lieu thereof the following:

Client Service Coordinator (Centres), Clerk Grade 7/8

Client Service Coordinator (Schools, Seniors and Vacation Programs, Jindabyne Sport and Recreation Centre), Clerk Grade 9/10

Client Service Coordinator (Sports, Disabled and Community Programs, Jindabyne Sport and Recreation Centre), Clerk Grade 9/10

Client Service Coordinator (Sydney Academy of Sport and Recreation), Clerk Grade 9/10

7. Insert after clause 4, Classifications, the following new clause and renumber the existing clauses accordingly:

5. Appointment and Qualification Requirements

- 5.1 The appointment or employment of employees to vacant positions will be in accordance with the principles of merit. Officers appointed to positions covered by this Award must possess relevant knowledge, skills and experience.
- 5.2 In addition to relevant knowledge, skills and experience, Client Service Coordinators are required to possess tertiary qualifications in a relevant field as determined by the Director-General. Relevant fields include, but are not limited to, Education, Arts, Social Sciences, Applied Science, Health and Human Movement. The minimum entry level qualification required is a degree or alternatively, Certificate IV (Australian Qualifications Framework - AQF) Outdoor Recreation and relevant industry experience.
8. Delete the words "Director Centres" appearing in clause 9, Residential Requirements, and clause 10, Compensation for On-Call, Out-of-Hours, Weekend and Public Holiday Duty, and insert in lieu thereof the following:

Director Commercial Services

9. Delete the words "Crown Employees (Public Service Conditions of Employment) Award 2002" appearing in clause 7, General Conditions of Employment, and clause 16, Area, Incidence and Duration, and insert in lieu thereof the following:

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

10. Delete the Classification, Grade and Salary Rates of Assistant General Manager, Clerk Grade 7/8, in Table 1 - Salaries, of Part B, Monetary Rates, and insert in lieu thereof the following:

Classification and Grades	1.7.06 \$ per annum
Client Service Coordinator (Sydney Academy of Sport and Recreation), Clerk Grade 9/10 1st year 2nd year 3rd year 4th year	76,142 78,283 81,479 83,907
Client Service Coordinator (Jindabyne Sport and Recreation Centre), Clerk Grade 9/10 1st year 2nd year 3rd year 4th year	76,142 78,283 81,479 83,907
Client Service Coordinator (Centres), Clerk Grade 7/8 1st year 2nd year 3rd year 4th year	66,796 68,794 71,661 73,938

11. Delete Table 2 - Allowance of the said Part B and insert in lieu thereof the following:

Table 2 - Allowance

	First pay period following 1.7.06 \$ per annum
Annual Allowance	8,178

12. This variation shall take effect from the first pay period to commence on or after 1 July 2006.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

SCHOOL SUPPORT STAFF (CATHOLIC INDEPENDENT SCHOOLS) (STATE) AWARD 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1415 of 2006)

Before The Honourable Justice Schmidt

24 March 2006

VARIATION

1. Delete subclause 19.1, of clause 19, Parental Leave - Schedule A Schools, of the award published 13 January 2006 (356 I.G. 196), and insert in lieu thereof the following:

19.1 Maternity Leave

- (a) An employee who applies for maternity leave under Part 4 of Chapter 2 of the *Industrial Relations Act 1996* and:
 - (i) is granted maternity leave for a period of fourteen weeks or longer by the employer; and
 - (ii) the date of birth is on or after 30 January 2006shall be entitled to maternity leave in accordance with this sub-clause.
- (b) Subject to the provisions of sub-paragraphs (i), (ii) and (iii) of this paragraph, the maternity leave shall be paid for fourteen weeks at the rate of salary the employee would have received, if the employee had not taken maternity leave. (If the period of maternity leave granted to the employee is for less than fourteen weeks then the period of paid maternity leave shall be for such lesser period).
 - (i) For employees required to work 48 weeks a year and paid an unaveraged salary in accordance with clause 6(xi) of the award, the fourteen weeks paid maternity leave shall be inclusive of non term periods falling within the fourteen weeks. For the purpose of this subparagraph, paid maternity leave shall not include any period of annual leave.
 - (ii) For employees not required to work 48 weeks a year and paid an averaged salary in accordance with clause 6(xii)(c) of the award, the fourteen weeks paid maternity leave shall be inclusive of non term periods falling within the fourteen weeks, other than where an employee works up until the last day of a term in which case the maternity leave shall be deemed to commence from the first day of the following school term. For the purpose of this subparagraph, non-term periods shall not include the first four weeks of the school summer vacation period.
 - (iii) For employees not required to work 48 weeks a year and stood down without pay during pupil vacation periods in accordance with clause 6(xii)(a) of the award the fourteen weeks paid maternity leave shall be inclusive of non term periods falling within the fourteen weeks and shall be paid at the employee's average weekly salary. For the purpose of this subparagraph, the average weekly salary shall be determined by taking the total salary earned by the employee over the previous 12 months and dividing it by 52.14 weeks.

- (c) The employee may elect to be paid during the period of paid leave in paragraph (b) of this sub-clause either in accordance with the usual employer payment schedule or as a lump sum payment in advance.
- (d) Where an employee applies for a lump sum payment in advance under paragraph (c) of this sub-clause, the employee shall give the employer at least one month's notice of intention.
- (e) If an employee has commenced paid maternity leave and subsequently the employee's pregnancy results in a miscarriage or a still birth, the employee shall be entitled to retain payment in accordance with this clause equivalent to salary for the period of maternity leave taken by the employee.
- (f) Paid maternity leave shall commence no earlier than one term prior to the expected date of birth.
- (g) The employer may deduct payment for any absence of the employee (to which the employee, but for this clause, would have been entitled under clause 17, Sick Leave) in the period four calendar weeks prior to the expected date of birth from the payment of paid maternity leave to which the employee is entitled pursuant to this subclause.
- (h) Non term weeks within the period of paid maternity leave shall be deemed to be non term weeks worked by the employee for the purpose of clause 15, Annual Leave and Payment on Termination.
- (i) An employee on paid maternity leave in accordance with this clause will not be employed as a casual employee by the employer during such paid leave.
- (j) Where an employee gives birth to a child whilst on unpaid leave (other than maternity leave in relation to the birth of the same child) the employee will be entitled to maternity leave in accordance with Part 4 of Chapter 2 of the *Industrial Relations Act 1996*. However, the employee will not be entitled to an additional fourteen weeks payment in accordance with paragraph (b) of this sub-clause.
- (k) Except as varied by this provision, Part 4 of Chapter 2 of the *Industrial Relations Act 1996* shall apply.

2. This variation shall take effect on and from 10 March 2006.

M. SCHMIDT J

Printed by the authority of the Industrial Registrar.

(1577)

SERIAL C4937

AMBULANCE SERVICE OF NEW SOUTH WALES ADMINISTRATIVE AND CLERICAL EMPLOYEES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(No. IRC 2625 of 2006)

Before Commissioner McLeay

17 July 2006

VARIATION

1. Delete subclause (c), of clause 6, Wages, of the award published 25 May 2001 (324 I.G. 1210), and insert in lieu thereof the following:
 - (c) The following wage increases are provided for in this Award in accordance with the Memorandum of Understanding between the parties dated 23 September 2005:
 - (i) all classifications covered by this award are to receive:

4% from the first full pay period commencing on or after 1 July 2006, and

4% from the first pay full pay period commencing on or after 1 July 2007.
2. Delete clause 39, Classification Structure, and insert in lieu thereof the following:

PART B

MONETARY RATES

39. Classification Structure

Each date referred to in the table is a reference to the first full pay period to commence on or after that date.

Classification	Rate at 01/07/2006 4% \$ per week	Rate at 01/07/2007 4% \$ per week
Administrative Assistant - Junior		
1st Year or at 16 Years	483.40	502.70
2nd Year or at 17 Years	504.90	525.10
Administrative Assistant - Grade 1		
1st Year	541.40	563.10
2nd Year	553.40	575.50
3rd Year	567.40	590.10
4th Year	592.10	615.80
5th Year	613.10	637.60
Administrative Assistant - Grade 2		
1st Year	635.20	660.60
2nd Year	650.00	676.00
3rd Year	660.70	687.10
4th Year	675.80	702.80

Administrative Assistant - Grade 3		
1st Year	688.40	715.90
2nd Year	706.40	734.70
3rd Year	736.30	765.80
4th Year	752.50	782.60
Administrative Assistant - Grade 4		
1st Year	769.20	800.00
2nd Year	785.40	816.80
3rd Year	802.20	834.30
4th Year	818.80	851.60
Pay Clerks - Grade 3/4		
1st Year	788.10	819.60
2nd Year	856.60	890.90
Senior Administrative Assistant - Grade 1		
1st Year	834.70	868.10
2nd Year	855.20	889.40
Senior Administrative Assistant - Grade 2		
1st Year	881.20	916.40
2nd Year	903.00	939.10
Senior Administrative Assistant - Grade 3		
1st Year	933.00	970.30
2nd Year	956.00	994.20
Administrative Officer - Grade 1		
1st Year	991.40	1,031.10
2nd Year	1,018.40	1,059.10
Administrative Officer - Grade 2		
1st Year	1,035.10	1,076.50
2nd Year	1,062.50	1,105.00
Administrative Officer - Grade 3		
1st Year	1,096.80	1,140.70
2nd Year	1,130.50	1,175.70
Senior Administrative Officer - Grade 1		
1st Year	1,175.80	1,222.80
2nd Year	1,209.90	1,258.30
Senior Administrative Officer - Grade 2		
1st Year	1,247.70	1,297.60
2nd Year	1,285.40	1,336.80
Computer Operator - Grade 1		
1st Year	649.20	675.20
2nd Year	665.80	692.40
3rd Year	691.50	719.20
4th Year	708.80	737.20
Computer Operator - Grade 2		
1st Year	714.40	743.00
2nd Year	758.70	789.00
3rd Year	784.90	816.30
Computer Programmer		
1st Year	931.00	968.20
2nd Year	989.40	1,029.00
3rd Year	1,093.90	1,137.70
4th Year	1,173.60	1,220.50
Operations Centre Communications Assistants		
Trainee	758.70	789.00
1st Year	808.30	840.60
2nd Year	826.20	859.20
3rd Year	843.50	877.20
4th Year	861.40	895.90

Operations Centre Assistant Supervisor		
1st Year	819.90	852.70
2nd Year	837.30	870.80
3rd Year	855.00	889.20
4th Year	872.60	907.50
Operations Centre Senior Supervisor		
1st Year	889.70	925.30
2nd Year	911.60	948.10

3. This variation shall take effect from the 1 July 2006.

J. McLEAY, Commissioner

Printed by the authority of the Industrial Registrar.

(1211)

SERIAL C4637

TEACHERS (CATHOLIC EARLY CHILDHOOD SERVICE CENTRES AND PRE-SCHOOLS) (STATE) AWARD 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 1814 of 2006)

Before Commissioner Murphy

24 March 2006

VARIATION

1. Delete clause 1, Title, of the award published 30 August 2002 (335 I.G. 1351), and insert in lieu thereof the following:

1. Title

This award shall be known as the Teachers (Catholic Early Childhood Service Centres and Pre Schools) (State) Award 2006.

2. Delete subclauses 25.4 and 25.5, of clause 25, Area, Incidence and Duration, and insert in lieu thereof the following:

25.4 This variation replaces and rescinds the Teachers (Catholic Early Childhood Service Centres and Pre Schools)(State) Award published on 30 August 2002 (335 I.G. 351) and the variation published 13 January 2006 (356 I.G. 349).

25.5 It shall take effect from 24 March 2006 and remain in force until 31 December 2008.

3. Delete Part B, Monetary Rates and replace with the following:

PART B

MONETARY RATES

Table 1 - Rates of Pay

For Teachers Employed in an Early Childhood Service Centre

The following minimum rates shall apply from the first full pay period on or after date specified.

Classification/Incremental Salary Step	1 January 2007 3% per annum \$	1 January 2008 4.5% per annum \$
All Other Teachers Incremental Salary Step		
Step 1	32,106	33,551
Step 2	32,879	34,359
Step 3	33,747	35,266
Step 4	34,960	36,533
Step 5	36,437	38,077
Two Years Trained Teachers Incremental Salary Step		
Step 1	35,010	36,585

Step 2	38,787	40,532
Step 3	40,761	42,595
Step 4	42,889	44,819
Step 5	44,861	46,880
Step 6	46,903	49,014
Step 7	49,169	51,382
Step 8	50,409	52,677
Step 9	51,631	53,954
Three Years Trained Teachers Incremental Salary Step		
Step 1	40,339	42,154
Step 2	42,391	44,299
Step 3	44,609	46,616
Step 4	46,654	48,753
Step 5	48,778	50,973
Step 6	51,134	53,435
Step 7	52,423	54,782
Step 8	53,698	56,114
Step 9	55,835	58,348
Step 10	58,070	60,683
Step 11	59,635	62,319
Four Years Trained Teachers Incremental Salary Step		
Step 1	42,892	44,822
Step 2	45,551	47,601
Step 3	48,112	50,277
Step 4	50,951	53,244
Step 5	53,594	56,006
Step 6	55,835	58,348
Step 7	58,070	60,683
Step 8	60,586	63,312
Step 9	63,010	65,845

Table 2 - Rates of Pay

For Teachers Employed in a Pre-School

The following minimum rates shall apply from the first full pay period on or after date specified.

Classification/ Incremental Salary Step	1 January 2007 3% Per annum \$	1 January 2008 4.5% Per annum \$
Two Years Trained Teachers Incremental Salary Step		
Step 1	33,663	35,178
Step 2	37,294	38,972
Step 3	39,192	40,956
Step 4	41,241	43,097
Step 5	43,135	45,076
Step 6	45,101	47,131
Step 7	47,277	49,404
Step 8	48,468	50,649
Step 9	49,645	51,879
Step 10	50,988	53,282
Three Years Trained Teachers Incremental Salary Step		

Step 1	38,788	40,533
Step 2	40,761	42,595
Step 3	42,892	44,822
Step 4	44,861	46,880
Step 5	46,901	49,012
Step 6	49,169	51,382
Step 7	50,409	52,677
Step 8	51,632	53,955
Step 9	53,692	56,108
Step 10	55,834	58,347
Step 11	57,344	59,924
Four Years Trained Teachers Incremental Salary Step		
Step 1	41,241	43,097
Step 2	43,795	45,766
Step 3	46,261	48,343
Step 4	48,994	51,199
Step 5	51,534	53,853
Step 6	53,692	56,108
Step 7	55,834	58,347
Step 8	58,256	60,878
Step 9	60,586	63,312

Table 3 - Directors' Allowances

The following minimum rates shall apply from the first full pay period on or after date specified.

Units	1 January 2007 3.5%	1 January 2008 4%
1	4,619	4,804
2	5,640	5,866
3	7,041	7,323
4	8,792	9,144

Table 4 - Other Rates and Allowances

Item No	Clause No	Description	Amount \$
1	3.4(a)	Travel Allowance	51 cents per kilometre

Table 5 - Authorised Supervisor's Allowance (Clause 6.3(i) & (ii))

The following minimum rates shall apply from the first full pay period on or after date specified.

Units	1 January 2007 3.5% per annum \$	1 January 2008 4% per annum \$
1	1,450	1,508
2	1,770	1,841
3	2,214	2,303
4	2,767	2,878

Table 6 - Authorised Supervisor Allowance (Clause 6.3(ii))

The following minimum rates shall apply from the first full pay period on or after date specified.

Units	1 January 2007 3.5% per annum \$	1 January 2008 4% per annum \$
1	2,902	3,018
2	3,541	3,683
3	4,427	4,604
4	5,533	5,754

4. This variation shall take effect on and from 24 March 2006.

J. P. MURPHY, Commissioner

Printed by the authority of the Industrial Registrar.

(523)

SERIAL C5063

**IPLEX PIPELINES AUSTRALIA PTY LIMITED (HOBAS PLANT)
ENTERPRISE (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Iplex Pipelines Australia Pty Limited.

(No. IRC 2913 of 2006)

Before Commissioner Cambridge

18 August 2006

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Iplex Pipelines Australia Pty Limited (Hobas Plant) Enterprise (State) Award published 20 January 2006 (356 I.G. 502) as varied, be rescinded on and from 18 August 2006.

I. W. CAMBRIDGE, Commissioner.

Printed by the authority of the Industrial Registrar.